SG/cla
08/07/2014
Z-3.

CASE NO. Z2014154 HL

AN ORDINANCE 2014-08-07-0551

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 Lots 1 and 2, Block 29, NCB 1841 save and except that portion of Lot 2 conveyed in Volume 2993, Page 314 of the Bexar County Deed Records from "C-2 NCD-2 AHOD" Commercial Alta Vista Neighborhood Conservation Airport Hazard Overlay District and "RM-4 NCD-2 AHOD" Residential Mixed Alta Vista Neighborhood Conservation Airport Hazard Overlay District to "C-2 HL NCD-2 AHOD" Historic Landmark Commercial Alta Vista Neighborhood Conservation Airport Hazard Overlay District and "RM-4 HL NCD-2 AHOD" Historic Landmark Residential Mixed Alta Vista Neighborhood Conservation Airport Hazard Overlay District.

SECTION 2. A description of the save and except portion of Lot 2 conveyed in Volume 2993, Page 314 of the Bexar County Deed Records 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.

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SECTION 5. This ordinance shall become effective August 17, 2014.

PASSED AND APPROVED this 7th day of August, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

For Robert F. Greenblum, City Attorney

Agenda Item:	**Z-3 (in consent vote: P-1, Z-1, P-2, Z-2, Z-3, Z-4, P-4, Z-7, Z-8, Z-10, Z-11, Z-14, Z-15, Z-16, P-7, Z-17, P-8, Z-18, P-9, Z-19)**
Date:	08/07/2014
Time:	02:16:21 PM
Vote Type:	Motion to Approve
Description:	ZONING CASE # Z2014154 HL (District 1): An Ordinance amending the Zoning District Boundary from "C-2 NCD-2 AHOD" Commercial Alta Vista Neighborhood Conservation Airport Hazard Overlay District and "RM-4 NCD-2 AHOD" Residential Mixed Alta Vista Neighborhood Conservation Airport Hazard Overlay District to "C-2 HL NCD-2 AHOD" Historic Landmark Commercial Alta Vista Neighborhood Conservation Airport Hazard Overlay District and "RM-4 HL NCD-2 AHOD" Historic Landmark Residential Mixed Alta Vista Neighborhood Conservation Airport Hazard Overlay District on Lots 1 and 2, Block 29, NCB 1841 save and except that portion of Lot 2 conveyed in Volume 2993, Page 314 of the Bexar County Deed Records located at 2822 North Flores Street. Staff and Zoning Commission recommend approval.
Result:	Passed

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

Filed for record Mar 30, 1951, at 4:47 o'clock P.M.

Recorded Apr 3, 1951, at 10:08 o'clock A.M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By W. C. Petry, Deputy.

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714651

1000(L)-10-50

COUNTY OF BEXAR.
STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

That we, ROGER WRIGHT and wife, THELMA WRIGHT,

of Bexar County, Texas, for and in consideration of TEN DOLLARS and other valuable considerations

cash to us in hand paid by L.E. Lindsey and wife, Helen Lindsey,

the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantees herein of a note of even date herewith for the principal sum of $7,000.00, payable to the order of the Grantors herein, bearing interest from date until maturity at the rate of 4% per annum, payable monthly concurrently with the payments on the principal of said note; the principal of said note being due and payable in monthly installments of $125.00 or more each, plus accrued interest on the entire unpaid principal, the first of which installments is due and payable on May 1, 1951, and the others regularly one on the first day of each succeeding month thereafter until the entire amount of said note, both principal and interest, has been fully paid;

said note(s) providing that both principal and interest are payable

in San Antonio, Bexar County, Texas;

that all past due principal and interest shall bear interest from the date it becomes due until paid at ten percent (10%) per annum, whether matured by lapse of time or by default; that default in the payment of said note(s), or any part thereof, principal or interest, when due, shall, at the option of the holder, at once mature the whole of said note(s); and that if default is made, and said note(s) placed in the hands of an attorney for collection, or collected through judicial, bankruptcy or probate proceedings by an attorney, then an additional amount of ten percent (10%) of the principal and interest then owing thereon shall be added to the same as attorney's fees; said note(s) acknowledging the vendor's lien herein retained to secure the payment thereof, and being additionally secured by deed of trust (with power of sale) of even date herewith executed by grantee(s) herein conveying the hereinafter described property to R.G.McDaniel,

trustee, the giving of said deed of trust being a part of the consideration for this conveyance, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said

L. E. LINDSEY and wife, HELEN LINDSEY,

of Bexar County, Texas, the following described property situated in Bexar County, Texas:

Z2014154

Attachment A

The east part of Lot 2, in Block 29, New City Block 1841, in Laurel Heights Addition, in the City of San Antonio, in Bexar County, Texas, according to plat recorded in Vol. 105, page 21, of the Plat Records of said County, and more particularly described by field notes as follows, to-wit:

BEGINNING at an iron pin set in the south line of Mistletoe Avenue, located in an easterly direction along the south line of Mistletoe Avenue, 43.56 feet from the southeast corner of the intersection of Mistletoe Avenue and North Flores Street. This beginning point is the northwest corner of this parcel;

THENCE south 0° 13 Min. 40 Sec. west, half way between the steps of house on this property and garage building on property to west, 72.42 feet to a point for corner of this parcel;

THENCE south 87° 21 Min. east, 0.5 feet north of the line of garage building, a distance of 5.38 feet to a point for a reentrant corner of this parcel;

THENCE south 0° 30 Min. East, 0.5 feet east of and parallel with the line of the east edge of garage building, a distance of 33.2 feet to a point for corner of this parcel;

THENCE south 0° 11 Min. East, along the line of the east edge of rock wall, 29.21 feet to cross on rock wall, for the southwest corner of this parcel;

THENCE east, along the center line of rock wall, with the south line of Lot 2, a distance of 41.0 feet to a cross on rock wall, for the southeast corner of this parcel;

THENCE north 0° 13 Min. 30 Sec. east, with the east line of Lot 2, a distance of 135.08' to an iron pin set in the south line of Mistletoe Avenue, for the northeast corner of Lot 2 and the northeast corner of this parcel;

THENCE west along the south line of Mistletoe Avenue, 47.0 feet to the point of beginning; according to survey made by Reynolds Andricks, Civil Engineer, on March 29, 1951.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said L.E.Lindsey and wife, Helen Lindsey, their heirs and assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the above described property unto the grantee(s) herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. But we do not warrant against the current taxes, which have been prorated and which are assumed by the grantee(s) herein.

But it is expressly agreed and stipulated that the vendor's lien is retained against the hereinabove described property until the hereinbefore described note(s) and all interest thereon and all charges and advancements shall have been fully paid, according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

The north wing of the garage building located on the property adjoining the hereinabove described property on the west extends over on the property herein conveyed 5.5 feet. Sellers agree and obligate themselves, their heirs and assigns, at their own cost and expense, to remove that portion of the building extending on to the property herein conveyed within thirty days after the expiration of six months from date hereof upon requested to do so by purchasers, their heirs and assigns.

EXECUTED on this the 29th day of March, A. D. 19 51.

Roger Wright
Roger Wright

Thelma Wright
Thelma Wright

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STATE OF TEXAS,

COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared

ROGER WRIGHT,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on this the 29 day of March, 19 51.

Rose Kirby ROSE KIRBY
Notary Public in and for Bexar County, Texas.

STATE OF TEXAS,

COUNTY OF BEXAR. BEFORE ME, the undersigned authority, on this day personally appeared

THELMA WRIGHT, wife of ROGER WRIGHT,

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

THELMA WRIGHT, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, on this the 30th day of March, 19 51.

Rose Kirby ROSE KIRBY
Notary Public in and for Bexar County, Texas.

RGH:gk

Filed for record Mar 30, 1951, at 4:47 o'clock P M.

Recorded Apr 3, 1951, at 10:10 o'clock a M.

FRED HUNTRESS, County Clerk, Bexar County, Texas.

By W. C. Petry, Deputy.

1000(L)-10-50

714653

COUNTY OF BEXAR.
STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

That I, J. B. ROARK, of Bexar County, Texas, owning and occupying other property in Bexar County, Texas, as my homestead, and SEXAUER REALTY AND INVESTMENT COMPANY, INC., a corporation, of Bexar County, Texas, acting herein by and through G. SEXAUER, its duly authorized President,

~~of~~ ~~County,~~, for and in consideration of

TEN DOLLARS and other valuable considerations

cash to us in hand paid by DAVID P. GRAMS and wife, FRANCES R. GRAMS,

the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantees herein of a note of even date herewith for the principal sum of $5,000.00, payable to the order of J. B. ROARK and SEXAUER REALTY AND INVESTMENT COMPANY, INC., bearing interest from date until maturity at the rate of 6% per annum, said note being due and payable in monthly installments of $50.00 or more each, including interest and principal, for twenty-four consecutive months, and thereafter in monthly installments of $40.00 or more each, including interest and principal, the first installment on said note being due and payable on May 15, 1951, and the others regularly, one on the 15th day of each succeeding month thereafter until the entire amount of said note, both principal and interest, has been fully paid, said note providing that each payment shall be credited first on interest then due and the remainder thereof on principal, and that interest shall thereupon cease upon the principal so credited;

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