

AN ORDINANCE 2012-02-16-0120

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 0.53 acres out of Lots 68 and 102, Block 3, NCB 11260 from "C-2 AHOD" Commercial Airport Hazard Overlay District to "C-1 CD AHOD" Light Commercial Airport Hazard Overlay District with a Conditional Use for Auto Repair.

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 conditional use will not be contrary to the public interest.
- B. The conditional use will not substantially nor permanently injure the appropriate use of adjacent conforming property in the same district.
- C. The conditional use will be in harmony with the spirit and purpose for conditional uses as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- D. The conditional use will not substantially weaken the general purposes of the regulations as set forth in Section 35-422, Conditional Zoning, of the Unified Development Code.
- E. The conditional use will not affect adversely the public health, safety and welfare.

SECTION 4. The City Council finds that the following conditions shall be met to insure compatibility with the surrounding properties:

- A. All vehicle repair and service work shall be conducted inside the building.

- B. There shall be no more than six vehicle service bays.
- C. Hours of operation shall be limited to between 7 a.m. and 8 p.m.
- D. A six-foot tall, solid screen fence shall be installed and maintained along the west and north property lines. A six-foot tall, predominantly open fence shall be permitted along the east and south property lines, including within the front yard of the lot. Barbed-wire shall not be permitted. Clear vision areas shall be maintained at all points of ingress/egress.

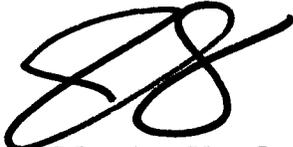
SECTION 5. The City Council approves this Conditional Use so long as the attached site plan is adhered to. A site plan is attached as **Attachment "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 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.

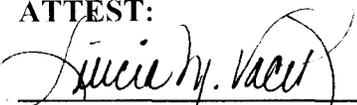
SECTION 8. This ordinance shall become effective February 26, 2012.

PASSED AND APPROVED this 16th day of February 2012.



M A Y O R
Julián Castro

ATTEST:

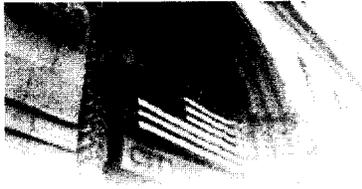


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

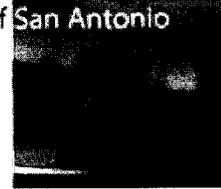


for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - Z-4

Name:	Z-4						
Date:	02/16/2012						
Time:	05:50:47 PM						
Vote Type:	Motion to Appr w Cond						
Description:	ZONING CASE # Z2011157 CD (District 4): An Ordinance amending the Zoning District Boundary from "C-2 AHOD" Commercial Airport Hazard Overlay District to "C-1 CD AHOD" Light Commercial Airport Hazard Overlay District with a Conditional Use for Auto Repair on 0.53 of an acre out of Lots 68 and 102, Block 3, NCB 11260 located at 7325 New Laredo Highway . Staff and Zoning Commission recommend approval, with conditions.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

371848

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS I
 I
COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That I, CONSTANCE A. ENG, a resident of the County of Bexar, State of Texas, acting herein for myself individually and as the Independent Executrix of the Estate of Frank R. Eng, Deceased, whose Last Will and Testament has been duly probated in the County Court of Bexar County, Texas; for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable and sufficient consideration to me in hand paid by RANDY S. VAIL, the receipt whereof being hereby fully acknowledged; and the further consideration of the execution and delivery by the said RANDY S. VAIL of his one certain promissory note for the principal sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) bearing even date with this Deed, payable to the order of Union State Bank, in the City of San Antonio, Texas, and said note bearing interest at the rate specified therein and being payable upon the terms and provisions set forth therein; and the payment of said promissory note for \$15,000.00 being secured by the vendor's lien hereinafter retained, and the payment of said note being further and additionally secured by a deed of trust, likewise bearing even date herewith, executed by the said RANDY S. VAIL in favor of C. Stanley Banks, Sr., Trustee for the use and benefit of said Union State Bank; and the Grantor herein, without recourse upon herself, hereby transfers and assigns unto the said Union State Bank the vendor's lien securing the payment of the above described promissory note for \$15,000.00 and the superior legal title to the real estate and premises hereinafter described and conveyed;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said RANDY S. VAIL, of the County of Bexar, State of Texas, all of the following described real estate and premises, together with the improvements thereon, lying and being situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, to-wit:

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Being a 0.530 acre tract of land being comprised of 0.002 acre out of the remaining portion of Lot 68, Block 3, New City Block 11260, Somerset Place second filing, recorded in Volume 642, Page 20; and 0.528 acre out of Lot 102, Block 3, New City Block 11260, Somerset Place Sub-division, recorded in Volume 7700, Page 219 of the Plat Records of Bexar County, Texas; and said 0.530 acre tract of land being more particularly described as follows:

BEGINNING at an iron pin set being the northwest corner of said Lot 102, being on the east line of Lot 70, Block 3, N.C.B. 11260, said POINT OF BEGINNING also being the northwest corner of this tract;

THENCE N 83° 01' 00" E, 100.39 feet along the south right-of-way line of Briggs Avenue to an iron pin set at an existing fence line, being on the west line of the remaining portion of said Lot 68, for the northeast corner of this tract;

THENCE S 06° 35' 09" E, 35.00 feet along said existing fence line along the west lot line of said Lot 68 to an iron pin set at a fence corner for an interior corner of this tract;

THENCE S 67° 29' 37" E, along a line across the remaining portion of said Lot 68 and crossing the north lot line of said Lot 102 at a distance of 20.88 feet and continuing across said Lot 102, a total distance of 79.65 feet to an iron pin found, being on the northwest right-of-way line of U. S. Hwy 81 South, said point also being the most easterly corner of this tract;

THENCE S 38° 16' 56" W, 239.17 feet along the northwest right-of-way line of U.S. Hwy 81 South also being the southeast lot line of said Lot 102, to an iron pin set for the most southerly corner of said Lot 102 and this tract;

THENCE N 06° 52' 55" W, 242.54 feet along the west lot line of said Lot 102, also being the east lot line of said Lot 70, Block 3, N.C.B. 11260, to the POINT OF BEGINNING.

The above described property and premises is hereby conveyed subject to 25.0' Building Set Back Lines provisions as shown on said plat recorded in Volume 7700, Page 219; and further conveyed subject to Easements to San Antonio Public Service Company as recorded in Volume 1469, Page 291, and Volume 1469, Page 290, of the Deed Records of Bexar County, Texas.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said RANDY S. VAIL, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said property and premises unto the said RANDY S. VAIL, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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But it is expressly agreed and stipulated that a vendor's lien is retained against the above described property and premises, together with the improvements thereon, until the above described promissory note for \$15,000.00 and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute. A release or transfer of said note and the vendor's lien and deed of trust lien securing payment of the same, executed by said Union State Bank, or other legal holder and owner of said note, shall be full and complete, and there shall be no necessity whatever for the Grantor in this Deed to join in the execution of such release or transfer or in the enforcement of said liens in case of default.

EXECUTED at San Antonio, Texas, on this the 23rd day of October, 1981.

Constance A. Eng
CONSTANCE A. ENG, Individually and as Independent Executrix of the Estate of Frank R. Eng, Deceased

THE STATE OF TEXAS |
 |
COUNTY OF BEXAR |

Before me, the undersigned authority, on this day personally appeared CONSTANCE A. ENG, acting for herself individually and as the Independent Executrix of the Estate of Frank R. Eng, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, for herself individually and in the capacity therein stated.

Given under my hand and seal of office on this the 30th day of October, 1981.

Connie Dvin
Notary Public, Bexar County, Texas

CONNIE DVIN
Notary Public, Bexar County, Texas
My Commission Expires 11/9/85



GF # 81-09-12 30

#9⁰⁰

CONSTANCE A. ENG,
Individually and as Independent
Executrix of the Estate of
Frank R. Eng, Deceased

TO

RANDY S. VAIL

WARRANTY DEED
WITH VENDOR'S LIEN



COUNTY CLERK (BEXAR) has this instrument filed in
BOOK 10808 PAGE 4101 on the 30th day of OCTOBER 1981
at San Antonio, Texas. Witness my hand and the seal of
this office on the 30th day of OCTOBER 1981.

Randy S. Vail
COUNTY CLERK
BEXAR COUNTY, TEXAS

Return to:
Randy S. Vail
3421 Nogalitos
San Antonio, Texas
78225

BANKS & BANKS
ATTORNEYS AT LAW
HILAM BUILDING
SAN ANTONIO, TEXAS 78208

FILED IN OFFICE
BEXAR COUNTY CLERK
SAN ANTONIO, TEXAS
OCT. 30 1981
\$9.00 08040439

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