

**ORDINANCE 2022-06-16-0488**

**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 12.643 acres out of NCB 17728, located at 4235 East Loop 1604, from "C-3 AHOD ERZD" General Commercial Airport Hazard Overlay Edwards Recharge Zone District and "C-3 ERZD" General Commercial Edwards Recharge Zone District to "C-2 CD S AHOD ERZD" Commercial Airport Hazard Overlay Edwards Recharge Zone District with a Conditional Use and Specific Use Authorization for Landscaping Materials - Sales and Storage and "C-2 CD S ERZD" Commercial Edwards Recharge Zone District with a Conditional Use and Specific Use Authorization for Landscaping Materials - Sales and Storage.

**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.** 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 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 5.** The City council approves this Specific Use Authorization so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

**SECTION 6.** This change of zoning district boundary is conditioned on the requirement that the impervious cover on the property described by this ordinance shall not exceed the percentage prescribed by the San Antonio Water System in accordance with Chapter 34.

**SECTION 7.** The owner or owner's agent shall inform any person leasing this tract or any portion of this tract that storage of chemicals and/or hazardous materials is not permitted. Provisions prohibiting the storage of chemicals and/or hazardous materials shall be included in the lease agreement. The owner or owner's agent shall provide a copy of the lease provisions regarding the storage of chemicals and/or hazardous materials to the Aquifer Protection and Evaluation Section of the San Antonio Water System for approval. The Aquifer Protection and Evaluation Section of the San Antonio Water System may randomly inspect, without notice, any or all facilities on the site to ensure compliance with this ordinance.

**SECTION 8.** All water pollution abatement structures or features approved by the Texas Commission on Environmental Quality shall be properly maintained and kept free of trash and debris. A water quality maintenance plan and schedule agreement signed by the property owner must be submitted to the Resource Protection Division of SAWS. If at any time the ownership of the property changes, the seller must disclose to the buyer all the requirements of the water quality maintenance plan. A water quality maintenance plan signed by the new owner must be submitted to the Resource Protection Division of SAWS.

**SECTION 9.** Landscaped areas shall be sensitive to minimizing water needs, i.e., use of native plants. Each purchaser of an individual lot or tenant within this development shall be informed by the seller or lessor in writing about Best Management Practices (BMP) for pesticide and fertilizer application. Preventing Groundwater Pollution, A Practical Guide to Pest Control, available from the Edwards Aquifer Authority (210/222-2204), or equivalent information produced by the U.S. Natural Resource Conservation Service, the Texas Department of Agriculture, or the U.S. Department of Agriculture shall be used.




**SECTION 10.** 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 11.** 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 12.** If a court of competent jurisdiction enters a final judgment on the merits that is no longer subject to appeal and substantially limits or impairs the essential elements of sections one through five of this ordinance, then sections one through five are invalid and have no legal effect as of the date of entry of such judgment notwithstanding any other ordinance or provision of the City Code of San Antonio.

**SECTION 13.** This ordinance shall become effective June 26, 2022.

**PASSED AND APPROVED** this 16<sup>th</sup> day of June 2022.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Debbie Racca-Sittre, City Clerk

**APPROVED AS TO FORM:**

  
for Andrew Segovia, City Attorney



## City of San Antonio

### City Council Zoning & Land Use Session Meeting June 16, 2022

32.

2022-06-16-0488

ZONING CASE Z-2021-10700324 CD S ERZD (Council District 10): Ordinance amending the Zoning District Boundary from "C-3 AHOD ERZD" General Commercial Airport Hazard Overlay Edwards Recharge Zone District and "C-3 ERZD" General Commercial Edwards Recharge Zone District to "C-2 CD S AHOD ERZD" Commercial Airport Hazard Overlay Edwards Recharge Zone District with a Conditional Use and Specific Use Authorization for Landscaping Materials - Sales and Storage and "C-2 CD S ERZD" Commercial Edwards Recharge Zone District with a Conditional Use and Specific Use Authorization for Landscaping Materials - Sales and Storage on 12.643 acres out of NCB 17728, located at 4235 East Loop 1604. Staff, SAWS and Zoning Commission recommend Approval.

Councilmember Viagran moved to Approve on Zoning Consent. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello  
Havrda, Pelaez, Courage, Perry

**Absent:** Sandoval

# Exhibit “A”

CHICAGO TITLE GF# 4300112105252-RJ

Z-2022-10700324 CD S ERZD

AFTER RECORDING RETURN TO:

Baumsquad Brothers, LLC

490 Rodeo Dr.  
Spring Branch, TX 78070

**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 WITH VENDOR'S LIEN**

THE STATE OF TEXAS           §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR           §

PACING REALTY PARTNERS, LTD., a Texas limited liability company ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one certain promissory note of even date herewith in the principal sum of \$1,160,000.00, payable to the order of TEXAS PARTNERS BANK, a Texas state bank ("Lender"), and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is secured by a Deed of Trust of even date herewith, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto BAUMSQUAD BROTHERS, LLC, a Texas limited liability company whose address is 490 Rodeo Drive, Spring Branch, Texas, 78070 (hereinafter referred to as "Grantee"), all of that certain real property situated in Bexar County, Texas, described as follows:

All of that certain 8.575 acre tract of real property in Bexar County, Texas, such property being more particularly described in **EXHIBIT A** attached hereto; together with all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way (all of said property and interest being collectively referred to herein as the "Property");

The Property is conveyed to Grantee SUBJECT ONLY TO those items reflected on **EXHIBIT B** attached hereto (hereinafter called the "Permitted Encumbrances").



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

OTHER THAN THE MATTERS SET FORTH EXPRESSLY IN SECTION 3 OF THE ADDENDUM TO THAT CERTAIN COMMERCIAL CONTRACT - UNIMPROVED PROPERTY CONTRACT BETWEEN GRANTOR AND GRANTEE BY WAY OF ASSIGNMENT FROM RYAN BAUM DATED AS OF MAY 26, 2021, (I) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, (II) SELLER DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, CONCERNING THE PROPERTY OTHER THAN AS SET FORTH IN SECTION 3 ABOVE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS, WITH ALL FAULTS". BUYER ACKNOWLEDGES THAT THE SALE PRICE REFLECTS THE "AS IS, WHERE IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY.

Ad valorem taxes applicable to the Property have been paid up to and including the year 2020, and ad valorem taxes applicable to the Property for the year 2021 and each year thereafter are hereby assumed by Grantee. When the context requires, singular nouns and pronouns include the plural.

Lender at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the promissory note herein described. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

[Signature page follows]

Z-2022-10700324 CD S ERZD

This instrument is executed on the date set forth on the acknowledgement set forth below,  
but is effective for all purposes as of the \_\_\_\_ day of October, 2021.

**GRANTOR:**

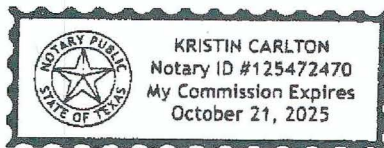
PACING REALTY PARTNERS, LTD.,  
a Texas limited partnership,

By: Bulverde Direction, LLC,  
a Texas limited liability company,  
its general partner,

By: *Paul D. Pace*  
Paul D. Pace, Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 27 day of October, 2021,  
by Paul D. Pace, the manager of Bulverde Direction, LLC, the general partner of Pacing Realty  
Partners, Ltd., a Texas limited partnership, by and on behalf of said limited liability company  
and said limited partnership.



*Kristin Carlton*  
Notary Public, State of Texas

Schedule of Exhibits:  
Exhibit A – The Property  
Exhibit B – Permitted Exceptions



**EXHIBIT "A"**

**THE PROPERTY**

An 8.575 acre, or 373,518 square feet more or less, tract of land out of the 67.64 acre tract described in Volume 3086, Page 275 in the Official Public Records of Bexar County, Texas, in the Mathias Goll Survey No. 352, Abstract 282, County Block 4965, in the New City Block 17728 of the City of San Antonio, Bexar County, Texas. Said 8.575 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a found iron rod with cap marked "Briones" on the north right-of-way line of Charles Anderson Loop (F.M. 1604), a variable width public right-of-way, at the southeast corner of the 14.418 acre tract described in Volume 17794, Page 762 in said Official Public Records;

**THENCE:** Departing the north right-of-way line of said Charles Anderson Loop, over and across said 67.64 acre tract, the following bearings and distances:

N 51°37'12" E, a distance of 111.85 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 39°53'14" E, a distance of 326.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 20°14'00" E, a distance of 359.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 29°21'40" W, a distance of 366.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 44°51'04" W, a distance of 34.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 170.00 feet, a central angle of 67°04'51", a chord bearing and distance of S 78°20'17" W, 187.86 feet, for an arc length of 199.03 feet to a found iron rod with cap marked "Briones", at an angle point of said 14.418 acre tract;

**THENCE:** N 50°31'15" W, along and with a northeast line of said 14.418 acre tract, a distance of 103.99 feet to a found mag nail, at the north corner of said 14.418 acre tract;

**THENCE:** Over and across said 67.64 acre tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 135.00 feet, a central angle of 52°31'24", a chord bearing and distance of N 24°25'12" W, 119.47 feet, for an arc length of 123.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 06°53'21" E, a distance of 196.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 243.00 feet, a central angle of 34°26'28", a chord bearing and distance of N 24°06'35" E, 143.88

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feet, for an arc length of 146.07 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the northeast line of said 67.64 acre tract and the southwest line of the 3.842 acre tract described in Volume 14155, Page 1169 in said Official Public Records, from which a found "X" in concrete, at the north corner of said 67.64 acre tract, the northwest corner of said 3.842 acre tract, the east corner of the 27.74 acre tract described in Volume 9712, Page 1330 in said Official Public Records, the southeast corner of the 104.41 acre tract described in Document No. 20210039053 in said Official Public Records and an angle corner of the 1010.800 acre tract described in Volume 8747, Page 1367 in said Official Public Records bears N 43°07'25" W, a distance of 420.95 feet;

THENCE: S 43°07'25" E, along and with the northeast line of said 67.64 acre tract and the southwest line of 3.842 acre tract, a distance of 284.31 feet to a found ½" iron rod, at an angle point of said 67.64 acre tract, the south corner of said 3.842 acre tract and the northwest corner of the 16.8228 acre tract described in Volume 10931, Page 525 in said Official Public Records;

THENCE: Along and with the east line of said 67.64 acre tract and the west line of said 16.8228 acre tract, the following bearings and distances:

S 29°23'00" E, a distance of 765.68 feet to a found ½" iron rod;

S 22°48'20" E, a distance of 524.40 feet to a found Texas Department of Transportation Type III monument on the north right-of-way line of said Charles Anderson Loop;

THENCE: Along and with the north right-of-way line of said Charles Anderson Loop, the following bearings and distances:

S 84°55'50" W, a distance of 574.34 feet to a found Texas Department of Transportation Type II monument;

N 89°21'32" W, a distance of 100.50 feet to a found Texas Department of Transportation Type II monument;

S 84°55'50" W, a distance of 86.99 feet to the POINT OF BEGINNING and containing 8.575 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9151-21 by Pape-Dawson Engineers, Inc.

Z-2022-10700324 CD S ERZD

**EXHIBIT "B"**

**THE PERMITTED EXCEPTIONS**

1. Flowage Easement granted to the San Antonio River Authority, recorded on August 6, 1968, in Volume 6005, Page 63, of the Deed Records of Bexar County, Texas.
2. Drainage Easement granted to the State of Texas, recorded on April 21, 1988, in Volume 4284, Page 350, of the Real Property Records of Bexar County, Texas.
3. Electric and Gas Lines Easement granted to the City of San Antonio, recorded on February 13, 1997, in Volume 7005, Page 1619, of the Real Property Records of Bexar County, Texas.
4. Sanitary Sewer Easement granted to the City of San Antonio, recorded on March 16, 2000, in Volume 8345, Page 226, of the Real Property Records of Bexar County, Texas.



**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20210302495  
**Recorded Date:** October 29, 2021  
**Recorded Time:** 8:27 AM  
**Total Pages:** 7  
**Total Fees:** \$46.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:  
10/29/2021 8:27 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

CHICAGO TITLE GF# 4300112105252-RJ

AFTER RECORDING RETURN TO:

Baumsquad Brothers, LLC

490 Rodeo Dr.  
Spring Branch, TX 78070

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**DEED WITHOUT WARRANTY**

THE STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

KNOW ALL PERSONS BY THESE PRESENTS:

PACING REALTY PARTNERS, LTD., a Texas limited liability company ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one certain promissory note of even date herewith in the principal sum of \$1,160,000.00, payable to the order of TEXAS PARTNERS BANK, a Texas state bank ("Lender"), and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is secured by a Deed of Trust of even date herewith, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto BAUMSQUAD BROTHERS, LLC, a Texas limited liability company whose address is 490 Rodeo Drive, Spring Branch, Texas, 78070 (hereinafter referred to as "Grantee"), all of that certain real property situated in Bexar County, Texas, described as follows:

All of that certain 4.068 acre tract of real property in Bexar County, Texas, such property being more particularly described in **EXHIBIT A** attached hereto; together with all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way (all of said property and interest being collectively referred to herein as the "Property");

The Property is expressly conveyed to Grantee without warranty of title, either express or implied. All warranties which might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor) are excluded, and this conveyance

is made SUBJECT TO All restrictions, reservations, covenants, conditions and easements relating to the Property, but only to the extent they are shown of record in Bexar County, Texas, or that they are visible by an on-site physical inspection of the Property, including, but not limited to those items reflected on **EXHIBIT B** attached hereto (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever.

BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, AND SELLER DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, CONCERNING THE PROPERTY OTHER THAN AS SET FORTH ABOVE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS, WHERE IS, WITH ALL FAULTS". BUYER ACKNOWLEDGES THAT THE SALE PRICE REFLECTS THE "AS IS, WHERE IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY.

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Lender at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the promissory note herein described. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

[Signature page follows]



This instrument is executed on the date set forth on the acknowledgement set forth below, but is effective for all purposes as of the \_\_\_\_ day of October, 2021.

**GRANTOR:**

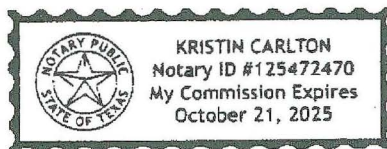
PACING REALTY PARTNERS, LTD.,  
a Texas limited partnership,

By: Bulverde Direction, LLC,  
a Texas limited liability company,  
its general partner,

By:   
Paul D. Pace, Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 27 day of October, 2021, by Paul D. Pace, the manager of Bulverde Direction, LLC, the general partner of Pacing Realty Partners, Ltd., a Texas limited partnership, by and on behalf of said limited liability company, and said limited partnership.



  
Notary Public, State of Texas

Schedule of Exhibits:  
Exhibit A – The Property  
Exhibit B – Permitted Exceptions

**EXHIBIT "A"**

**THE PROPERTY**

A 4.068 acre, or 177,189 square feet more or less, tract of land out of the 67.64 acre tract described in Volume 3086, Page 275 in the Official Public Records of Bexar County, Texas, in the Mathias Goll Survey No. 352, Abstract 282, County Block 4965, in the New City Block 17728 of the City of San Antonio, Bexar County, Texas. Said 4.068 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a found iron rod with cap marked "Briones" on the north right-of-way line of Charles Anderson Loop (F.M. 1604), a variable width public right-of-way, at the southeast corner of the 14.418 acre tract described in Volume 17794, Page 762 in said Official Public Records;

**THENCE:** Departing the north right-of-way line of said Charles Anderson Loop, along and with said 14.418 acre tract, the following bearings and distances:

N 00°01'55" E, a distance of 260.21 feet to a found iron rod with cap marked "Briones";

N 49°57'27" E, a distance of 88.99 feet to a found iron rod with cap marked "Briones";

N 29°59'32" E, a distance of 82.53 feet to a found iron rod with cap marked "Briones";

N 25°11'17" E, a distance of 281.37 feet to a found iron rod with cap marked "Briones";

N 35°58'06" W, a distance of 333.80 feet to a found iron rod with cap marked "Briones";

**THENCE:** Over and across said 67.64 acre tract, the following bearings and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 170.00 feet, a central angle of 67°04'51", a chord bearing and distance of N 78°20'17" E, 187.86 feet, for an arc length of 199.03 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 44°51'04" E, a distance of 34.76 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 29°21'40" E, a distance of 366.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 20°14'00" W, a distance of 359.61 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 39°53'14" W, a distance of 326.25 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 51°37'12" W, a distance of 111.85 feet to the POINT OF BEGINNING and containing 4.068 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9151-21 by Pape-Dawson Engineers, Inc.

**EXHIBIT "B"**

**THE PERMITTED EXCEPTIONS**

1. Flowage Easement granted to the San Antonio River Authority, recorded on August 6, 1968, in Volume 6005, Page 63, of the Deed Records of Bexar County, Texas.
2. Drainage Easement granted to the State of Texas, recorded on April 21, 1988, in Volume 4284, Page 350, of the Real Property Records of Bexar County, Texas.
3. Electric and Gas Lines Easement granted to the City of San Antonio, recorded on February 13, 1997, in Volume 7005, Page 1619, of the Real Property Records of Bexar County, Texas.
4. Sanitary Sewer Easement granted to the City of San Antonio, recorded on March 16, 2000, in Volume 8345, Page 226, of the Real Property Records of Bexar County, Texas.



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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20210302496  
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**Total Fees:** \$42.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:  
10/29/2021 8:27 AM

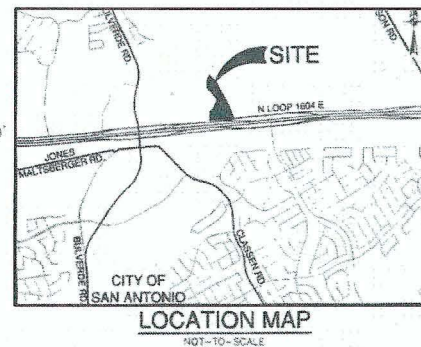
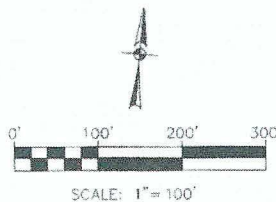


*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

# Exhibit “B”

# Site Plan: Conditional Use and Specific Use Authorization for Landscaping Materials - Sales and Storage in the Edwards Aquifer Overlay District

Scale: 1"=100'



**Address:** 4235 E Loop 1604, San Antonio, TX 78247  
**Legal Description:** 12.643 acres out of NCB 17728  
**Acreage:** +/- 12.643 acres  
**Current Zoning:** C-3 ERZD and C-3 AHOD ERZD  
**Proposed Zoning:** C-2 CD S AHOD with Conditional Use and Specific Use Authorization for Landscaping Materials – Sales and Storage in the Edwards Aquifer Overlay District

Z-2022-10700324 CD S ERZD

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	135.00'	52°31'24"	N24°25'12"W	119.47'	123.76'
C2	243.00'	34°26'28"	N24°06'35"E	143.88'	146.07'

Site Improvements		
#	Proposed Use	Footprint/ Impervious Cover
B1	Sales/Storage Building	Up to 20,000ft. <sup>2</sup>
B2	Sales/Storage Building	Up to 15,000ft. <sup>2</sup>
P1	Customer/Employee Parking	Up to 50,000ft. <sup>2</sup>

NOTE: All locations are approximate and may change according to site constraints and applicable building code requirements.

I, Thomas Ryan Baum, President of Baumsquad Brothers, LLC, the property owner, acknowledge that this site plan, submitted for the purpose of rezoning this property, is in accordance with all applicable provisions of the Unified Development Code. Additionally, I understand that City Council approval of a site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes at the time of plan submittal for building permits.

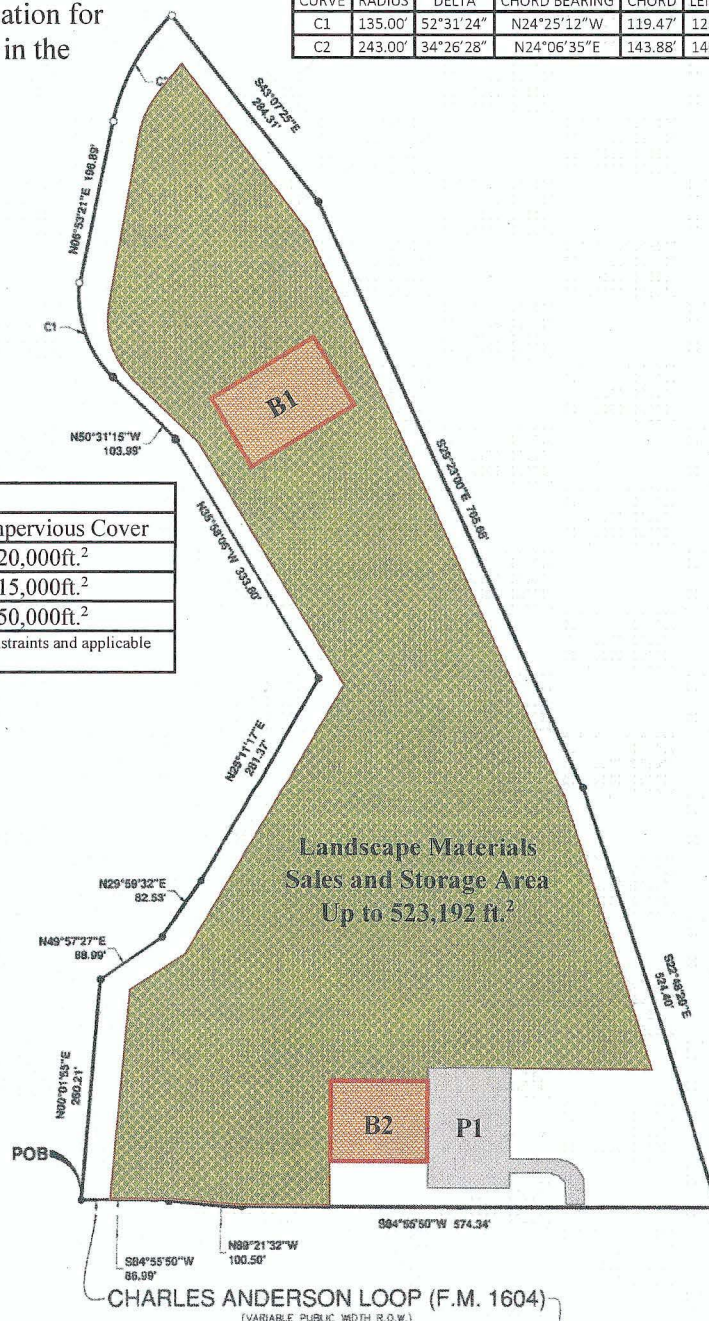


Exhibit "B"