

ORDINANCE

2021-12-02-0938

**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 0.478 acres out of Lot 1, on the northeast 16.66 feet of Lot 2, Lot 3, Lot 4, Lots 10 through 12, Block 10, NCB 8965 from "R-6 MLOD-2 MLR-2 AHOD" Residential Single-Family Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District to "C-1 CD MLOD-2 MLR-2 AHOD" Light Commercial Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District with a Conditional Use for Motor Vehicle Sales.

**SECTION 2.** A description of the property recorded in Warranty Deed Document No. 20210226000 of the Official Public Record of Real Property of Bexar County, 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.

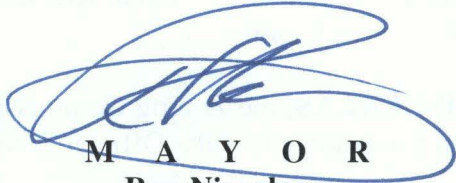
**SECTION 4.** The City council approves this Conditional Use so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

**SECTION 5.** 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 6.** 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 7.** This ordinance shall become effective December 12, 2021.

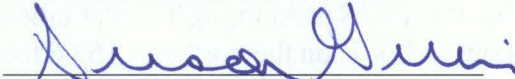
**PASSED AND APPROVED** this 2<sup>nd</sup> day of December, 2021.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
Debbie Racca-Sittre, Acting City Clerk

**APPROVED AS TO FORM:**

  
For Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting December 2, 2021

58.

2021-12-02-0938

ZONING CASE Z-2021-10700261 CD (Council District 5): Ordinance amending the Zoning District Boundary from "R-6 MLOD-2 MLR-2 AHOD" Residential Single-Family Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District to "C-1 CD MLOD-2 MLR-2 AHOD" Light Commercial Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District with a Conditional Use for Motor Vehicle Sales on 0.478 acres out of Lot 1, on the northeast 16.66 feet of Lot 2, Lot 3, Lot 4, Lots 10 through 12, Block 10, NCB 8965, located at 719 Brighton Avenue and 714 Keats Street. Staff recommends Denial. Zoning Commission recommends Approval, with Conditions.

Councilmember Castillo moved to Approve with Conditions. 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



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**CHICAGO TITLE GF#** UBD008010 UOALC R

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.

**WARRANTY DEED**

**Date:** August 13, 2021

**Grantor:** Joe Lewis Casiano a/k/a Jose Lewis Casiano

**Grantor's Mailing Address:**

503 Red Quill Nest, San Antonio, TX 78253

**Grantee:** Investments Robles, LLC

**Grantee's Mailing Address:**

1302 Cupples Rd., San Antonio, TX 78226

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Property (including any improvements):**

**Lots 3 and 4, Block 10, New City Block 8965, DIVISION GARDENS ADDITION NO. 2, City of San Antonio, Bexar County, Texas, according to the map or plat thereof, recorded in Volume 1625, Page 204, Deed and and Plat Records of Bexar County, Texas.**


**Reservations From and Exceptions to Conveyance and Warranty:** This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property. Ad valorem taxes on said property for the current year, having been prorated, the payment thereof is assumed by Grantee.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

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Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions 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 and successors to warrant and forever defend all and singular the property to Grantee and Grantee'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 conveyance and warranty.

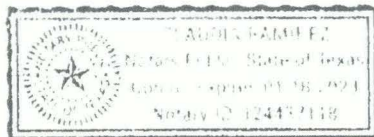
When the context requires, singular nouns and pronouns include the plural.

  
Joe Lewis Casiano

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR               §

This instrument was acknowledged before me on this the 13 day of August, 2021, by Joe Lewis Casiano.



  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
Law Office of Kenneth R. Cooper  
14607 San Pedro, Suite 130  
San Antonio, TX 78232-4356

AFTER RECORDING RETURN TO:  
Investments Robles, LLC  
1302 Cupples Rd.  
San Antonio, TX 78226

File Information

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

Document Number: 20210226000  
Recorded Date: August 16, 2021  
Recorded Time: 4:42 PM  
Total Pages: 3  
Total Fees: \$30.00

**\*\* 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.  
8/16/2021 4:42 PM



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

Z2021-10700261 CD



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.**

**SPECIAL WARRANTY DEED**

STATE OF TEXAS           §  
                                      §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That **JOSE LUIS GONZALEZ AS TRUSTEE OF THE JOSE LUIS GONZALEZ LIVING TRUST**, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto **BRIGHTON 719, LLC**, a Texas Limited liability company ("Grantee"), all of the following-described real property situated in Bexar County, Texas, to-wit:

0.478 Acres (20,832 square feet) of land consisting of 104 square feet out of Lot 1, 0.105 Acres out of Lot 2, Lot 10, Lot 11, and 0.083 Acres out of Lot 12, Block 10, New City Block 8965, DIVISION GARDENS NO. 2 situated in the City of San Antonio, Bexar County, Texas, as recorded in Volume 1625, Page 204 of the Deed and Plat Records of Bexar County, Texas and more particularly described as follows:

COMMENCING at a found TxDOT Monument at the South right-of-way of Keats Avenue and the Southeast right-of-way of Interstate Highway 35 South (U.S. Highway 81 South);

THENCE: S 85° 54' 02" E, a distance of 16.66 feet to a fence post for a corner of this tract;

THENCE: S 04° 05' 02" W, a distance of 125.00 feet to a fence post for a corner of this tract;

THENCE: S 85° 54' 02" E, a distance of 50.00 feet to a fence post for a corner of this tract;

THENCE: S 04° 05' 58" W, a distance of 125.00 feet to a found ½" iron pin to the North right-of-way of Brighton Avenue for a corner of this tract;

THENCE: Along the North right-of-way of Brighton Avenue, N 85° 54' 02" W, a distance of 150.00 feet to a found TxDOT Monument on the Southeast right-of-

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way of Interstate Highway 35 South (U.S. Highway 81 South) and the North right-of-way of Brighton Avenue, for a corner of this tract;

THENCE: Along the Southeast right-of-way of Interstate Highway 35 South (U.S. Highway 81 South), N 22° 32' 09" E, a distance of 263.53 feet to the POINT OF BEGINNING and containing 0.478 acres of land, together with all improvements located thereon (the "Property").

This conveyance is made and accepted subject to all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements (collectively, the "Permitted Exceptions"). The Permitted Exceptions do not constitute an acknowledgment of the existence or viability of any of the foregoing, nor a ratification, adoption or revivor of any expired or terminated interest.

The Property is conveyed **AS IS, WITH ALL FAULTS** and without warranty, except the limited warranty of title contained herein.

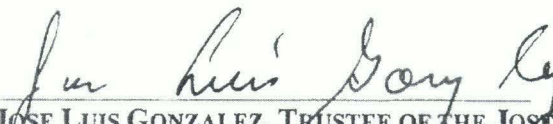
**TO HAVE AND TO HOLD**, subject to the Permitted Exceptions, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, Grantee's 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, subject to the Permitted Exceptions.

When the context requires, singular nouns and pronouns include the plural.

No responsibility for the validity of real estate title is assumed by the attorneys preparing this deed unless a written title opinion is rendered.

EXECUTED this 18 day of December, 2020.

GRANTOR:

  
JOSE LUIS GONZALEZ, TRUSTEE OF THE JOSE  
LUIS GONZALEZ LIVING TRUST



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**Grantee's Address:**

BRIGHTON 719, LLC  
26311 Jason Ave.  
San Antonio, Texas 78255

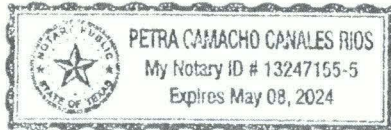
**GRANTOR'S ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 18 day of December, 2020, by Jose Luis Gonzalez as Trustee of the Jose Luis Gonzalez Living Trust.



  
Notary Public, State of Texas

**PREPARED IN THE LAW OFFICE OF:**

DUNCAN, BRESSLER & WILLIAMSON, INC.  
1020 N.E. Loop 410, Suite 500  
San Antonio, TX 78209-1224  
Telephone: (210) 224-0781  
Fax: (210) 224-6958

**AFTER RECORDING RETURN TO:**

Matthew K. Williamson  
DUNCAN, BRESSLER & WILLIAMSON, INC.  
1020 N.E. Loop 410, Suite 500  
San Antonio, TX 78209-1224

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**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
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**Recorded Date:** December 18, 2020  
**Recorded Time:** 3:14 PM  
**Total Pages:** 4  
**Total Fees:** \$34.00

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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: 12/18/2020 3:14 PM



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

## PARKING PLAN



**File Information**

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

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

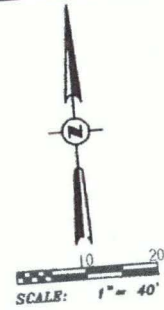
DIVISION GARDENS NO. 2

"I, Jose Luis Gonzalez, 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.

KEATS AVENUE

50' ROW (1625/204)

(DEED: S 85°54'02" E, 18.88'  
S 84°09'40" E, 15.68')

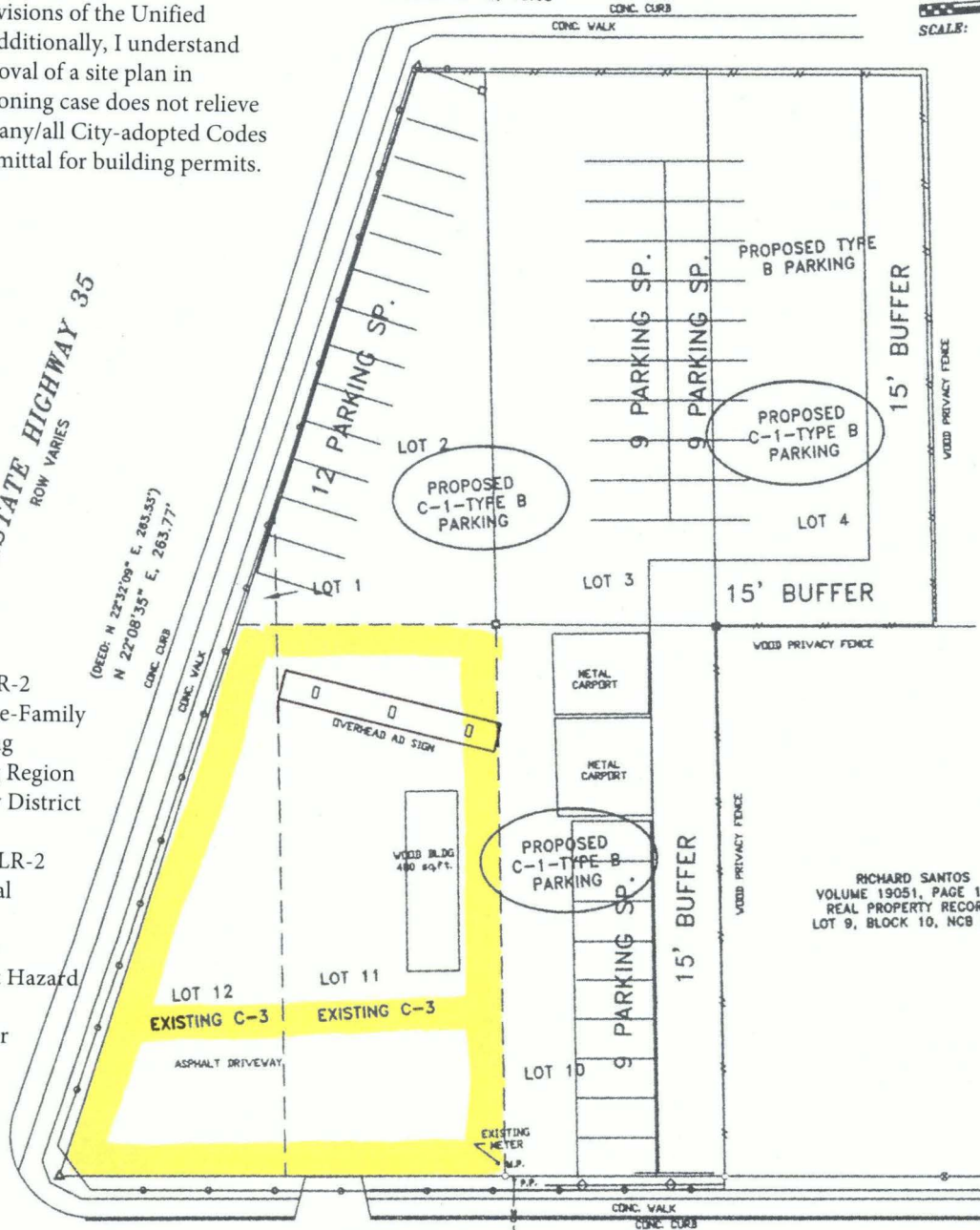


INTERSTATE HIGHWAY 35  
ROW VARIES

(DEED: N 22°32'09" E, 263.33'  
N 22°08'35" E, 263.77')

From: "R-6 MLOD-2 MLR-2  
AHOD" Residential Single-Family  
Lackland Military Lighting  
Overlay Military Lighting Region  
2 Airport Hazard Overlay District

To: "C-1 CD MLOD-2 MLR-2  
AHOD" Light Commercial  
Lackland Military  
Lighting Overlay Military  
Lighting Region 2 Airport Hazard  
Overlay District with a  
Conditional Use for Motor  
Vehicle Sales



N 85°54'02" W, 151.44'  
(PLAT: N 85°54'02" W, 150.00')

BRIGHTON AVENUE

50' ROW (1625/204)

Exhibit "B"

PARKING PLAN

RICHARD SANTOS  
VOLUME 19051, PAGE 1093,  
REAL PROPERTY RECORDS  
LOT 9, BLOCK 10, NCB 8985