

ORDINANCE NO. _____

1 AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING FOR THE
2 PROPERTY LOCATED AT 13233 POND SPRINGS ROAD AND CHANGING THE
3 ZONING MAP FROM INTERIM RURAL RESIDENCE (I-RR) DISTRICT TO
4 COMMUNITY COMMERCIAL-CONDITIONAL OVERLAY (GR-CO)
5 COMBINING DISTRICT FOR TRACT ONE, COMMERCIAL LIQUOR SALES-
6 CONDITIONAL OVERLAY (CS-1-CO) COMBINING DISTRICT FOR TRACT
7 TWO, AND COMMUNITY COMMERCIAL-CONDITIONAL OVERLAY (GR-CO)
8 COMBINING DISTRICT FOR TRACT THREE.

9
10 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

11
12 **PART 1.** The zoning map established by Section 25-2-191 of the City Code is amended to
13 change the base districts on the property described in Zoning Case No. C14-06-0157, on
14 file at the Neighborhood Planning and Zoning Department, as follows:

15
16 Tract One: From interim rural residence (I-RR) district to community commercial-
17 conditional overlay (GR-CO) combining district.

18
19 Lot 1, Turtle Rock Estates Subdivision, a subdivision in the City of Austin,
20 Williamson County, Texas, according to the map or plat of record in Cabinet E,
21 Slide 347, Plat Records of Williamson County, Texas, Save and Except the
22 portions of Lot 1 described as Tracts Two and Three in this ordinance; and,

23
24 Tract Two: From interim rural residence (I-RR) district to commercial liquor-
25 sales-conditional overlay (CS-1-CO) combining district.

26
27 A 5,871 square foot tract of land, more or less, out of Lot 1, Turtle Rock Estates
28 Subdivision in Williamson County, the tract of land being more particularly
29 described by metes and bounds in Exhibit "A" incorporated into this ordinance;
30 and,

31
32 Tract Three: From interim rural residence (I-RR) district to community
33 commercial-conditional overlay (GR-CO) combining district.

34
35 A 756 square foot tract of land, more or less, out of Lot 1, Turtle Rock Estates
36 Subdivision in Williamson County, the tract of land being more particularly

described by metes and bounds in Exhibit "B" incorporated into this ordinance;
(the "Property"),

locally known as 13233 Pond Springs Road, in the City of Austin, Williamson County,
Texas, and generally identified in the map attached as Exhibit "C".

PART 2. The Property within the boundaries of the conditional overlay combining district
established by this ordinance is subject to the following conditions:

A. A site plan or building permit for the Property may not be approved, released, or
issued, if the completed development or uses of the Property, considered cumulatively
with all existing or previously authorized development and uses, generate traffic that
exceeds 2,000 trips per day.

B. The following uses are prohibited uses of the Property:

Automotive rentals
Automotive sales
Service station

Automotive repair services
Automotive washing (of any type)

C. Adult oriented businesses use is a prohibited use of Tract Two.

Except as specifically restricted under this ordinance, the Property may be developed and
used in accordance with the regulations established for the respective base district and
other applicable requirements of the City Code.

PART 3. This ordinance takes effect on _____, 2007.

PASSED AND APPROVED

_____, 2007 § _____
Will Wynn
Mayor

APPROVED: _____ **ATTEST:** _____
David Allan Smith Shirley A. Gentry

City Attorney

City Clerk

RESTRICTIVE COVENANT

OWNER: The London Management Trust

ADDRESS: 3302 Hickory Creek Cove, Austin, Texas 78735

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Tract One: Lot 1, Turtle Rock Estates Subdivision, a subdivision in the City of Austin, Williamson County, Texas, according to the map or plat of record in Cabinet E, Slide 347, Plat Records of Williamson County, Texas; and,

Tract Two: A 5,871 square foot tract of land, more or less, out of Lot 1, Turtle Rock Estates Subdivision in Williamson County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant; and

Tract Three: A 756 square foot tract of land, more or less, out of Lot 1, Turtle Rock Estates Subdivision in Williamson County, the tract of land being more particularly described by metes and bounds in Exhibit "A" incorporated into this covenant.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its successors and assigns.

1. Permanent signage shall be installed on the Property at driveway entries to prohibit motorcycle parking in the alleyway at the rear of the Property.
2. Permanent signage shall be installed along the property line between the residential property to the west and Tract Two that designates the parking spaces in the alleyway at the rear of the Property as employee parking only.
3. Outdoor speakers are prohibited on the Property.
4. The following applies to Tract Three (the deck area):
 - a. Permanent signage shall be installed on the deck on Tract Three for noise mitigation.

- b. An eight foot high masonry or sound retardant fence shall be provided and maintained around the deck area on Tract Three that mitigates sound emanating from the deck.
 - c. Any noise emanating from Tract Three may not exceed 85 decibels.
 - d. A pool table is not permitted on the deck area.
- 5. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
 - 6. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
 - 7. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
 - 8. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

EXECUTED this the _____ day of _____, 2007.

OWNER:

The London Management Trust

By: _____
Michael S. London,
Trustee

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2007, by Michael S. London, as Trustee of The London Management Trust.

Notary Public, State of Texas

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767
Attention: Diana Minter, Paralegal