

ORDINANCE NO. _____

1 **AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE**
2 **PROPERTY LOCATED AT 311 COLORADO STREET, 301 COLORADO**
3 **STREET AND 114 WEST 3RD STREET FROM CENTRAL BUSINESS DISTRICT**
4 **(CBD) DISTRICT TO CENTRAL BUSINESS DISTRICT-CENTRAL URBAN**
5 **REDEVELOPMENT DISTRICT-CONDITIONAL OVERLAY (CBD-CURE-CO)**
6 **COMBINING DISTRICT.**

7
8 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**
9

10 **PART 1.** The zoning map established by Section 25-2-191 of the City Code is amended to
11 change the base district from central business district (CBD) district to central business
12 district-central urban redevelopment district-conditional overlay (CBD-CURE-CO)
13 combining district on the property described in Zoning Case No. C14-2008-0159, on file at
14 the Neighborhood Planning and Zoning Department, as follows:

15
16 Lots 9, 10, 11, and 12, Block 29, Original City of Austin, as more particularly
17 described in the plat or map filed in the General Land Office of the State of Texas
18 (the "Property"),
19

20 locally known as 311 Colorado Street, 301 Colorado Street, and 114 West 3rd Street, in the
21 City of Austin, Travis County, Texas, and generally identified in the map attached as
22 Exhibit "A".
23

24 **PART 2.** The site development regulations for the Property within the boundaries of the
25 CURE combining district established by this ordinance are modified as follows:
26

27 For a hotel-motel use:

28
29 A. Development of the Property may not exceed a floor-to-area ratio
30 (F.A.R.) of 12.0 to 1.0.

31
32 B. If the F.A.R. exceeds 8.0 to 1.0:

33
34 1) Section 25-6-592 (C) (2) (*Loading Facility Provisions for the Central*
35 *Business District (CBD) and Downtown Mixed Use (DMU) Zoning*
36 *District*) is modified to allow loading and unloading for service

1 deliveries in the existing alley connecting West 3rd Street and West 4th
2 Street that is adjacent to the Property.
3

- 4 2) A site plan or building permit for the Property may not be approved,
5 released, or issued, if the completed development or uses of the
6 Property, considered cumulatively with all existing or previously
7 authorized development and uses, generate traffic that exceeds 2,860
8 trips per day.
9

10 **PART 3.** Except as specifically restricted under this ordinance, the Property may be
11 developed and used in accordance with the regulations established for the central business
12 district (CBD) base district and other applicable requirements of the City Code.
13

14 **PART 4.** This ordinance takes effect on _____, 2009.
15
16

17 **PASSED AND APPROVED**
18

19 §
20 §
21 §

_____, 2009

Will Wynn
Mayor

26 **APPROVED:** _____ **ATTEST:** _____
27 David Allan Smith Shirley A. Gentry
28 City Attorney City Clerk

RESTRICTIVE COVENANT

OWNER: S/H AUSTIN PARTNERSHIP, a Texas general partnership

ADDRESS: 315 East Commerce St., Suite 300, San Antonio, Texas 78205

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: Lots 9, 10, 11, and 12, Block 29, Original City of Austin, as more particularly described in the map or plat on file in the General Land Office of the State of Texas.

WHEREAS, the Owner (the "Owner", whether one or more) 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 heirs, successors, and assigns.

1. If the Property is redeveloped for a hotel-motel use that exceeds a floor-to-area ratio of 8.0 to 1.0, the following applies:

- a) The Owner shall design and construct streetscape improvements in compliance with the City of Austin Great Streets design criteria as the criteria existed on March 1, 2009. Design, permitting and construction of streetscape improvements will be at Owner's expense. The Owner shall coordinate the design of the streetscape improvements with the Urban Design Section of the Neighborhood Planning and Zoning Department. The Urban Design Section shall inspect and approve the streetscape improvements prior to issuance of a certificate of occupancy.
- b) Owner agrees to cost participate for traffic improvements identified by the Public Works Department during the site plan review process.
- c) All commercial development shall be designed and built according to the US Green Building Council's Leadership in Energy and Environmental Design ("LEED™") Green Building Rating System, Certified Level. Prior to issuance of a certificate of occupancy by the City, certification must be provided by a LEED™ certified consultant showing that the project has been designed and constructed consistent with LEED™ Silver guidelines.
- d) The following shall be submitted to the Transportation Review Section of the Watershed Protection and Development Review Department of the City.
 - i) An access study for any proposed project on the Property; and
 - ii) Information on loading facility provisions and trash collection for the project.

- e) Above-ground parking structures are not permitted. All parking provided on the Property shall be underground.
- f) Reasonable sound mitigation for a hotel room must be included in the building design that is appropriate for the location of a hotel in the warehouse district of the City.
- g) Balconies located on the second floor of the building at the corner of Colorado Street and 3rd Street shall be constructed for outdoor use.
- h) A vehicle drop-off area with porte-cochere shall be provided along Colorado Street.
2. 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.
3. 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.
4. 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.
5. 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 _____, 2009.

OWNER:

**S/H AUSTIN PARTNERSHIP,
a Texas general partnership**

By: HPI-Austin Properties, Inc.,
a Delaware corporation,
its general partner

By: _____
John S. Beauchamp,
Vice President

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by John S. Beauchamp, Vice President of HPI-Austin Properties, Inc., a Delaware corporation, general partner of S/H Austin Partnership, a Texas general partnership, on behalf of the corporation and the partnership.

Notary Public, State of Texas

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