

## **ZONING CHANGE REVIEW SHEET**

**CASE:** C14-79-074(RCT)

**P.C. DATE:** February 28, 2012

**ADDRESS:** 7016 East Ben White Boulevard WB

**OWNER/APPLICANT:** CSK Partners, LLC (Chris Whitt)

**AGENT:** Garrett-Ihnen Civil Engineers (Steve Ihnen)

**AREA:** 28.9 acres (1,258,884 ft<sup>2</sup>)

**SUMMARY STAFF RECOMMENDATION:** Staff recommends a termination of the restrictive covenant subject to this property.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission approved the staff recommendation to terminate the restrictive covenant on the property; (9-0).

**DEPARTMENT COMMENTS:** This 31.4 acre property is currently zoned LI-NP and CS-NP and is currently undeveloped. The applicant seeks to rezone the property to CS-MU-NP to facilitate the development of a mixed-use residential and retail project. A neighborhood plan amendment request (NPA-2011-0005.02) was filed and approved in December of 2011 to change the future land use map of the Montopolis Neighborhood Plan from Commercial and Industry to Mixed-use. The applicant has also filed two restrictive covenant termination requests for the property (C14-79-074RCT and C14-79-285RCT) that will terminate covenants from 1979 that require a planned development agreement (PDA) for and industrial use on the property (074); and limit the uses on the property to the promotion, sale or lease of mobile or modular homes, or uses allowed under Community Commercial (GR) district zoning (285).

**EXISTING ZONING AND LAND USES:**

	<b>ZONING</b>	<b>LAND USES</b>
<i>Site</i>	CS-NP, LI-NP	Undeveloped
<i>North</i>	SF-3-NP, GR-MU-NP	Single Family, Undeveloped
<i>South</i>	LI-CO-NP, CS-MU-CO-NP	Mobile home sales, Undeveloped
<i>East</i>	LI-NP	Warehouse
<i>West</i>	LI-NP	Undeveloped

**NEIGHBORHOOD PLAN:** Montopolis Neighborhood Plan

**TIA:** Waived

**WATERSHED:** Carson Creek

**DESIRED DEVELOPMENT ZONE:** Yes

**CAPITOL VIEW CORRIDOR:** No

**HILL COUNTRY ROADWAY:** No

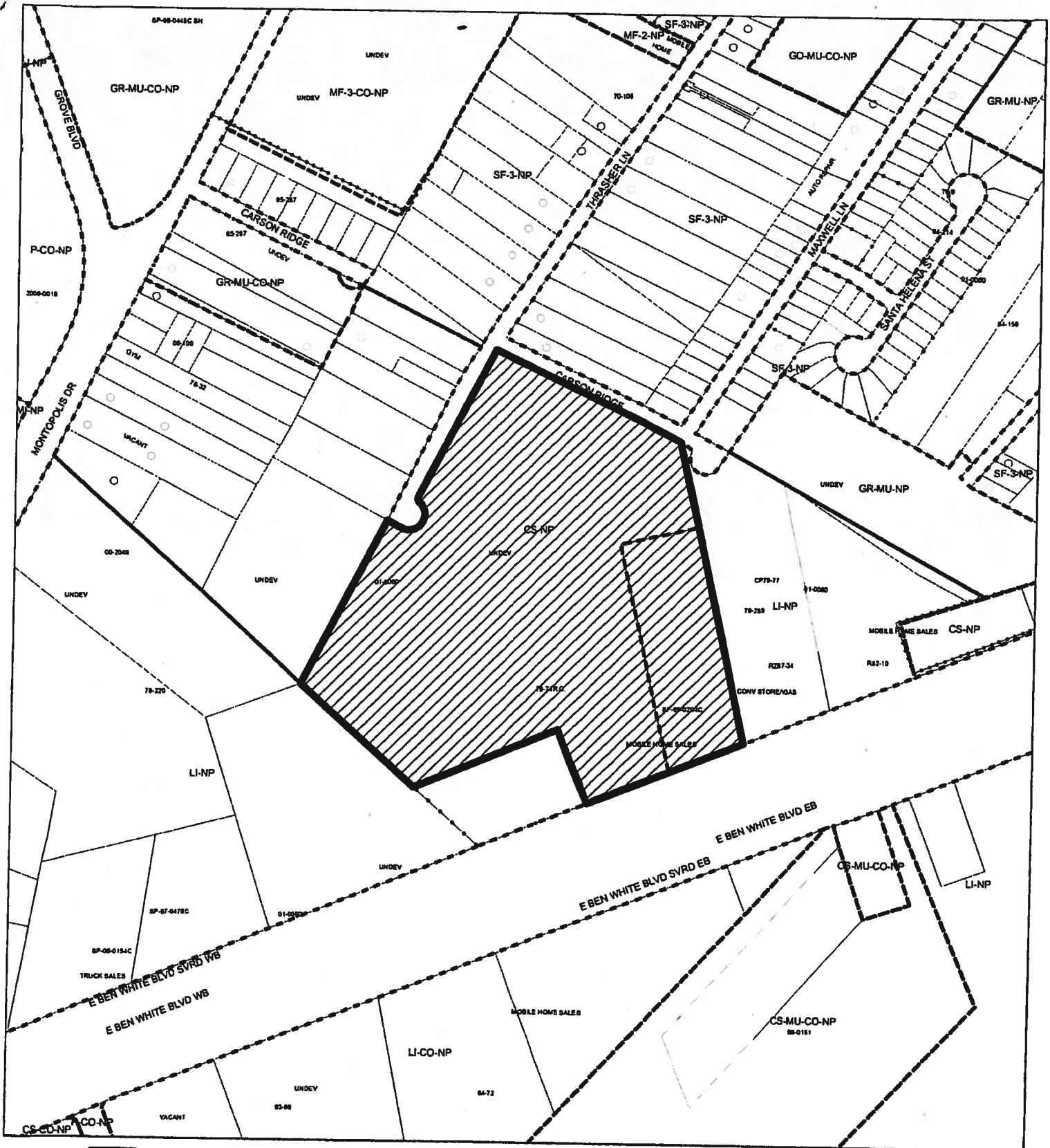
**NEIGHBORHOOD ORGANIZATIONS:**

Montopolis Neighborhood Association  
Del Valle Community Coalition  
Southeast Combined Neighborhood Alliance  
Montopolis Area Neighborhood Alliance  
Southeast Corner Alliance of Neighborhoods  
Carson Ridge Neighborhood Association  
Onion Creek Homeowners Association  
Crossing Garden Homeowners Association  
Montopolis Tributary Trail Association

**CASE HISTORIES**

<b>NUMBER</b>	<b>REQUEST</b>	<b>COMMISSION</b>	<b>COUNCIL</b>
C14-01-0060	Montopolis Neighborhood Plan	Approved 8/7/2001	Approved 9/27/2001
NPA-2011-0005.02	Montopolis Neighborhood Plan Amendment	Approved 10/25/2011	Approved 12/8/2011

**CITY COUNCIL DATE:** June 23, 2011**ACTION:****ORDINANCE READINGS:** 1st2<sup>nd</sup>3<sup>rd</sup>**ORDINANCE NUMBER:****CASE MANAGER:** Stephen Rye**PHONE:** 974-7604  
[stephen.rye@ci.austin.tx.us](mailto:stephen.rye@ci.austin.tx.us)



1" = 400'



SUBJECT TRACT



PENDING CASE



ZONING BOUNDARY

## ZONING

ZONING CASE#: C14-79-074(RCT)

This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.









RESTRICTIVE COVENANT

THE STATE OF TEXAS

CL4-79-074 900

COUNTY OF TRAVIS

JUN 29 79 25 1841

9.00

2-85-1345

WHEREAS, Travis 51, Ltd., a Limited Partnership, is the owner of the following described property, to-wit:

As described in Attachment "A" hereto.

WHEREAS, the City of Austin and Travis 51, Ltd., have agreed that the above described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Travis 51, Ltd., for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, do hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on them, their successors and assigns, as follows, to-wit:

1. Prior to any construction or development on the referenced property which would require zoning classification under the Zoning Ordinance of the City of Austin, Texas, of "DL", e.g. light industrial zoning, the owners shall negotiate and enter into a Planned Development agreement with the City of Austin, and until such agreement is executed no use shall be placed on the property which would not be allowed in "C" Commercial zoning district of the City of Austin Zoning Ordinance.

2. If any person, persons, corporation or entity or any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenants and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

3. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

4. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.



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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above described property at the time of such modification, amendment or termination.

EXECUTED this the 4th day of June, 1979.

*Fred Earhart III*  
FRED EARTHART, III  
General Partner of  
Travis Sl, Limited

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

Before me, the undersigned authority, on this day personally appeared FRED EARTHART, III, General Partner of Travis Sl, Limited, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Limited Partnership.

Given under my hand and seal of office on this the 4th day of June, 1979.

NOTARY SEAL

*M'Lissa Howard*  
Notary Public in and for  
Harris County, T e x a s

M'LISSA HOWARD  
Notary Public in and for Harris County, Texas  
My Commission Expires Nov. 6, 1980