

RESTRICTIVE COVENANT AMENDMENT REVIEW SHEET

CASE: C14-85-027(RCA*) – 2102 Rio Grande Street

P.C. DATE: April 12, 2016

ADDRESS: 2102 Rio Grande Street

DISTRICT AREA: 9

OWNER/APPLICANT: McElroy Ralph Company Inc. (Ryan McElroy)

AGENT: Drenner Group (Amanda Swor)

EXISTING ZONING: NO-NP

AREA: .1622 acres (7,067 sq. ft.)

*The application was amended from a RC Termination to an RC Amendment.

SUMMARY STAFF RECOMMENDATION:

Staff recommends the amendment to remove items 1 and 2 of the Restrictive Covenant and to modify item 3 regarding tree removal and mitigation.

PLANNING COMMISSION RECOMMENDATION:

March 8, 2016; *Approved the Neighborhood's request for a postponement to April 12, 2016, per passage of the consent agenda [J. Schissler / T. White – 2nd] (10-0). ABSENT – J. Vela, N. Zaragoza. 1 vacancy on the Commission.*

April 12, 2016; *Approved the amendment to the Restrictive Covenant as recommended by Staff, per passage of the consent agenda [J. Schissler / J. Vela III – 2nd] (12-0). J. Shieh – Absent.*

DEPARTMENT COMMENTS:

The subject property is approximately .1622 acres located on the west side of Rio Grande Street, midblock between W. 21st and W. 22nd Streets (see Exhibits A & B). Development on the site includes a 2-story stucco structure that dates back to circa 1917. The structure on the property is currently vacant and boarded up. There is a decorative rock retaining wall along a portion of the northern property line and a rock or stone patio at the back of the structure. The Property is accessible by foot only from Rio Grande Street with a concrete walkway leading to the front of the structure. The alley way along the northern property line that runs east/west between Rio Grande and Pearl Streets provides vehicular access to a concrete parking pad at the northwest corner of the property.

The Applicant seeks to amend a Restrictive Covenant that applies to the subject property in order to allow for proposed development of a multi-family residential tower that will also include adjacent properties located at 2100 Rio Grande Street and 702 W 21st Street. The RC will be amended to allow the structure to be removed from the property and will terminate the parking agreement with the adjacent property at 2100 Rio Grande Street.

C14-85-027(RCA) – CC – May 12, 2016

The existing RC (Exhibit C) was imposed on the property in 1989. In 1985, the property owner requested a zoning change from MF-4 to NO with the filing of zoning case C14-85-027. An agreement between the Owner and the Save University Neighborhood Association (SUN) resulted in a Restrictive Covenant that the City of Austin supported and executed. Upon conditions of the RC being met, City Council approved the rezoning to NO in February of 1989.

The subject property is located in the West University Neighborhood Planning Area of the Central Austin Combined Neighborhood Plan. The Plan document identifies West Campus as an area that is appropriate for increased density in order to accommodate housing for University of Texas students and faculty.

In an effort to appropriately encourage new, dense development in the West Campus area, Council adopted the University Neighborhood Overlay (UNO) and the West Campus Design Guidelines. Redevelopment has the option of abiding by established zoning entitlements and regulations or to *opt-in* to the rules and standards of the UNO, which allows for larger buildings and denser development in exchange for affordability and streetscape improvements that will enhance the pedestrian environment. The subject tract is within the Outer West Campus Sub-district of the University Neighborhood Overlay (Exhibit D). Under UNO rules and standards, the property could potentially be developed with a 90-105 foot tall, multi-family/student housing building (Exhibit E).

The existing structure is a two-story stucco house built in 1917. Staff initially had concerns that this structure may have historical significance. However, a report from the City Historic Preservation Office (Exhibit F) indicates that the structure would not be recommended as a City Historic Landmark. Further, the Historic Landmark Commission reviewed the property at a public hearing on March 28, 2016 and determined that the structure does not rise to the level of landmark status and therefore will be approved for removal from the property. At the public hearing with the HLC the Applicant agreed to a 150 day delay on the release of a demolition permit in order to provide an opportunity to the houses to be relocated rather than demolished.

While the Applicant's proposed development is supported by the goals and guidance of the Central Austin Neighborhood Plan and is also congruent with the intended purpose of the UNO, the existing RC would inhibit such development as it requires that the existing structure be retained on-site. Since it has been found that the existing structure does not rise to the occasion of becoming a Historic Landmark, Staff recommends amending the RC to remove items 1 and 2. Review of item number 3 pertaining to tree mitigation revealed that the requirement is outdated and not congruent with current code. Therefore and in addition, Staff recommends amending the language for item number 3 to conform to current mitigation requirements. The Applicant is agreeable.

ISSUES: None at this time.

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	NO-NP	Vacant
<i>North</i>	CS-1-CO-NP	Multi-Family (Palmetto Condominiums)
<i>South</i>	GO-NP	Multi-Family (Student Housing)
<i>East</i>	LO-NP	Multi-Family (21 Rio – Student Housing)

C14-85-027(RCA) – CC – May 12, 2016

West	MF-4-NP	Undeveloped (gravel parking lot for tenants of 721 W 21 st Street)
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NEIGHBORHOOD PLANNING AREA: West University

TIA: Not required.

WATERSHED: Shoal Creek

DESIRED DEVELOPMENT ZONE: Yes

CAPITOL VIEW CORRIDOR: No

HILL COUNTRY ROADWAY: No

NEIGHBORHOOD ORGANIZATIONS:

<i>Community Registry Name</i>	<i>ID No.</i>
University Area Partners	69
Central Austin Community Development Corporation	1391
SEL Texas	1363
Bike Austin	1528
Austin Neighborhoods Council	511
Friends of Austin Neighborhoods	1530
Austin Independent School District	742
Sierra Club, Austin Regional Group	1228
Shoal Creek Conservancy	1497
Beyond2ndNature	1409
CANPAC (Central Austin Neigh Plan Area Committee)	754
Austin Parks Foundation	1113
Preservation Austin	1424
Friends of Emma Barrientos MACC	1447
Austin Heritage Tree Foundation	1340

SCHOOLS: Bryker Woods Elementary, O Henry Middle, Austin High

CITY COUNCIL DATE:

ACTION:

April 14, 2016;

Approved Staff's request for postponement to May 12, 2016 [D. Zimmerman / D. Garza-2nd] (11-0).

May 12, 2016;

ORDINANCE READINGS:

TRAVIS COUNTY DOCUMENT NUMBER:

CASE MANAGER: Victoria Haase

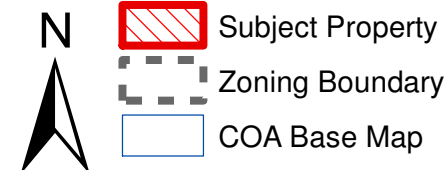
PHONE: 512-974-7691

EMAIL: tori.haase@austintexas.gov



ZONING MAP - EXHIBIT A

ZONING CASE#: C14-85-027(RCA)
 ZONING CHANGE: To Amend a Restrictive Covenant
 LOCATION: 2102 Rio Grande Street
 SUBJECT AREA: 0.1622 ACRES
 MANAGER: Victoria Haase



1' = 400'

This map has been produced by the Communications Technology Management Dept. on behalf of the Planning Development Review Dept. for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.





AERIAL MAP - EXHIBIT B

ZONING CASE#: C14-85-027(RCA)
 ZONING CHANGE: To Amend a Restrictive Covenant
 LOCATION: 2102 Rio Grande Street
 SUBJECT AREA: 0.1622 ACRES
 MANAGER: Victoria Haase



 Subject Property
 COA Base Map

1' = 400'

This map has been produced by the Communications Technology Management Dept. on behalf of the Planning Development Review Dept. for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

RESTRICTIVE COVENANT

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THE STATE OF TEXAS

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§ ZONING CASE NO. C14-85-027

COUNTY OF TRAVIS

§

2000

279765

11.00 RTE.
2 09/29/8

WHEREAS, RALPH McELROY CO., INC., ("Owner") of Travis County, Texas, is the owner of the following described property:

A lot or parcel of land out of Outlot No. Twenty-Four (24), in Division "D", of the City of Austin, and beginning at an iron pipe set for the N.E. corner of a lot, also a part of said Outlot sold by Goodall H. Wooten to J.W. Maxwell, and conveyed by deed dated September 21, 1910, which said iron pipe is set in the South line of a 16 foot alley, being the first alley North of Twenty-First Street; thence South with the East line of the Maxwell lot, 64 feet and 3 inches to a stake; thence East parallel with the North line of Twenty-First Street, 110 feet, more or less, to the West margin of Rio Grande Street; thence North along the West line of Rio Grande Street, 64 feet and 3 inches to the South margin of said alley for the N.E. corner of the tract herein conveyed; thence West along the South line of said alley, 110 feet, more or less, to the place of beginning; together with all and singular the improvements thereon situated, being the same premises described in a certain warranty deed executed by Walter S. Brown and wife, Maggie U. Brown to H.S. Ratliff on April 15, 1920, of record in Vol. 318, Page 339, DRTCT ("Property");

WHEREAS, the City of Austin and Owner 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, Owner in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid by the City of Austin in hand to the undersigned, the receipt of which is acknowledged, agrees with respect to the Property, such agreement to be considered as a covenant running with the land and which shall be binding on Owner, its successors and assigns, as follows:

1. Buildings existing on the Property as of April 2, 1985 shall be retained and shall comply in all respects with the Austin City Code of 1981, as amended from time to time.
2. Parking for the Property shall be located on property adjacent to the subject tract and shall comply with standards set out in

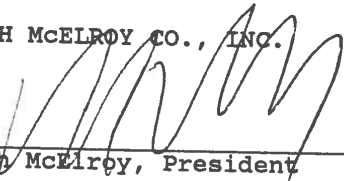
Section 5700 through 5799 of Chapter 13-2A of the Austin City Code of 1981, as amended from time to time.

3. Any trees which are removed or die as a result of improvements on the Property shall be replaced with trees of equal or greater diameter.
4. If any person or entity 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, or assigns, 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 doing so, and to collect damages for such actions.
5. If any part of this agreement or covenant shall be declared invalid by judgment or court order, the same shall in no way affect any other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
6. If at any time the City of Austin, its successors, or assigns, 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.
7. 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) the

owners of the Property at the time of such
modification, amendment, or termination.

EXECUTED, this the 26 day of AUGUST, 1986

RALPH MCELROY CO., INC.



Ralph McElroy, President

THE STATE OF TEXAS
COUNTY OF TRAVIS

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§
§

BEFORE ME, the undersigned authority, a notary public in and
for said county and state, on this day personally appeared RALPH
MCELROY, President, known to me to be the person and officer
whose name is subscribed to the foregoing instrument, and
acknowledged to me that the instrument was the act of RALPH
MCELROY CO., INC., and that he executed the instrument as the act
of the corporation for the purposes and consideration therein
expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of
AUGUST, 1986.

NOTARY SEAL



Notary Public in and for
Travis County, Texas

DORIS J. KING

Notary's Printed Name

My Commission Expires: 1/27/88

C 14-85-027

Being a lot or parcel of land out of Outlot No. Twenty-four (24), in Division "D", of the City of Austin, and beginning at an iron pipe set for the N.E. corner of a lot, also a part of said Outlot sold by Goodall H. Wooten to J. W. Maxwell, and conveyed by deed dated September 21, 1910, which said iron pipe is set in the South line of a 16 foot alley, being the first alley North of Twenty-First Street; thence South with the East line of the Maxwell lot, 64 feet and 3 inches to a stake; thence East parallel with the North line of Twenty-First Street, 110 feet, more or less, to the West margin of Rio Grande Street; thence North along the West line of Rio Grande Street, 64 feet and 3 inches to the South margin of said alley for the N.E. corner of the tract herein conveyed; thence West along the South line of said alley, 110 feet, more or less, to the place of beginning; together will all and singular the improvements thereon situated, being the same premises described in a certain warranty deed executed by Walter S. Brown and wife, Maggie U. Brown to H. S. Ratliff on April 15, 1920, of record in Vol. 318, Page 339, DRICT.

09899 0093

RECEIVED

AUG 29 1986

RECEIVED

DEC 13 1985

LEGAL DEPARTMENT

LEGAL DEPARTMENT

RECEIVED
AUG 29 1986
LEGAL DEPARTMENT

TO: [illegible]
CITY OF AUSTIN
DEPT. OF LAW
P. O. BOX 1088
AUSTIN, TEXAS 78767-8828
PLEASE RETURN TO:

FILED

1986 SEP 29 PM 12: 24

Louis H. [illegible]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

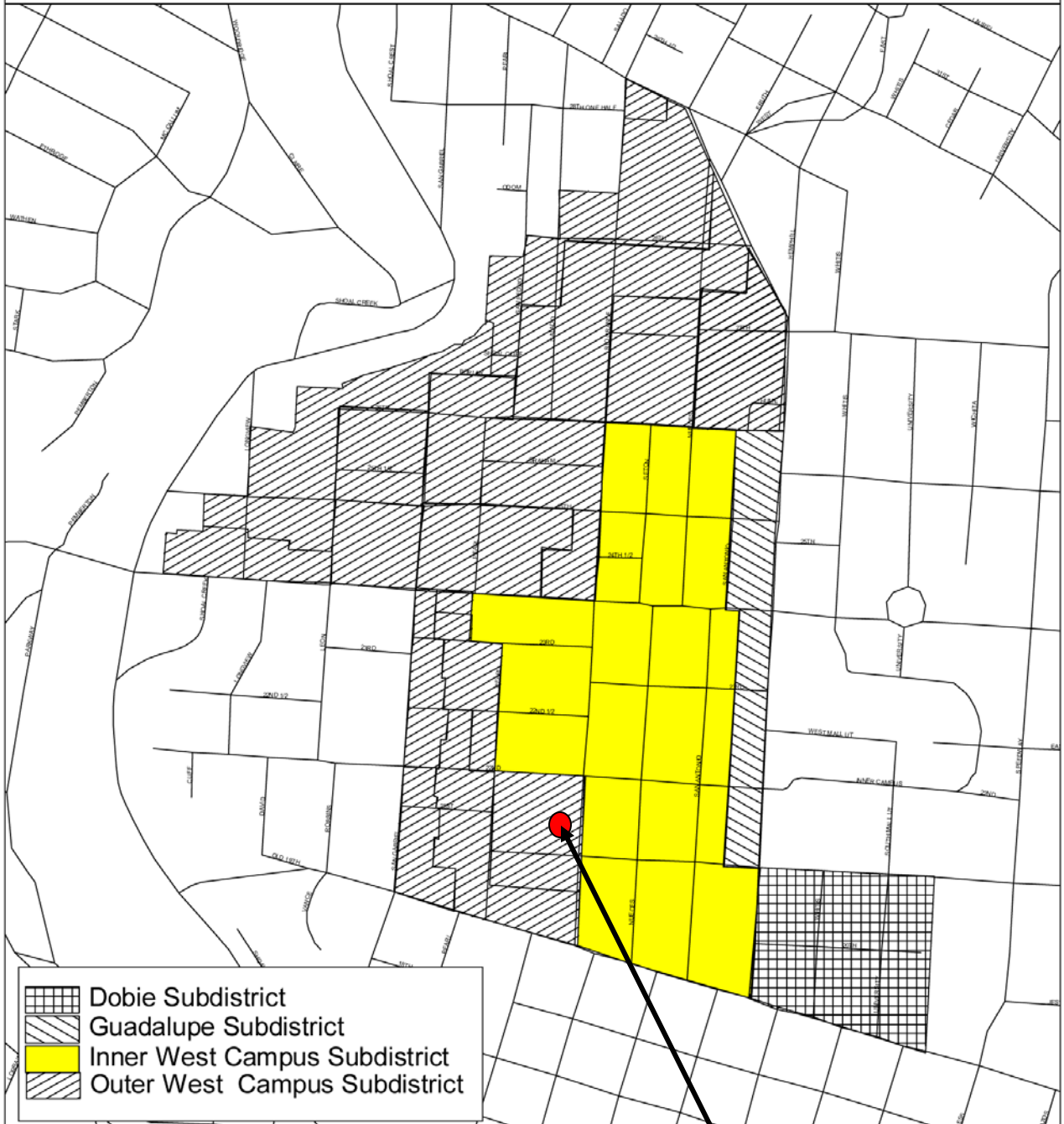
SEP 29 1986



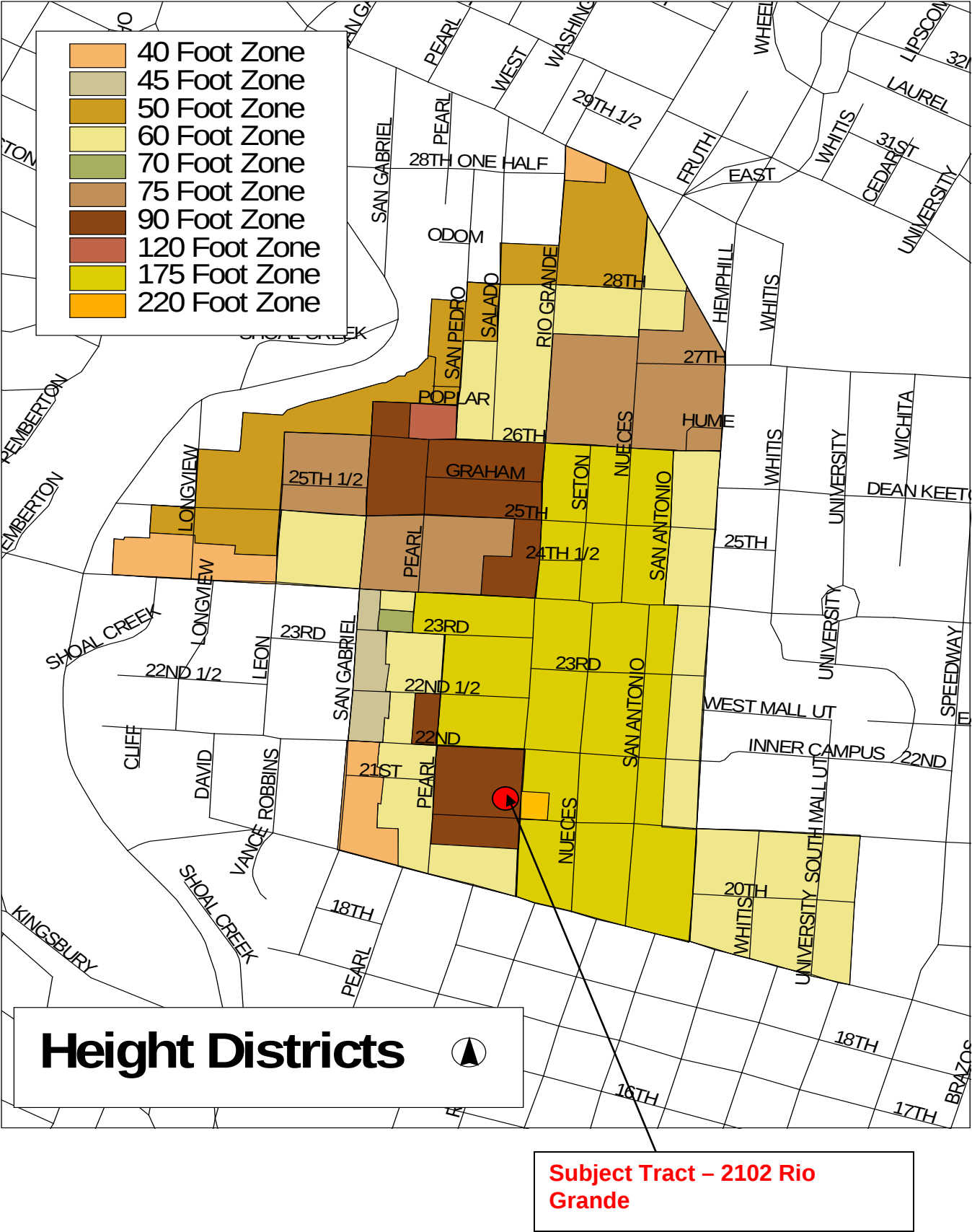
Louis H. [illegible]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

09899 0094

University Neighborhood Overlay Subdistrict Boundaries



SUBJECT TRACT - 2102 RIO GRANDE



C14-85-027(RCA) – EXHIBIT F

**HISTORIC LANDMARK COMMISSION
FEBRUARY 22, 2016
DEMOLITION AND RELOCATION PERMITS
HDP-2016-0034
2102 RIO GRANDE STREET**

PROPOSAL

Demolish a ca. 1917 house.

ARCHITECTURE

Two-story, hipped-roof, stuccoed frame house with both stories of the full-width inset front porch enclosed with modern metal-framed commercial fenestration; single 1:1 fenestration elsewhere on the house.

RESEARCH

The house appears to have been built in 1917 by Walter S. and Maggie Brown, who had previously lived next door at 2100 Rio Grande Street. Walter S. Brown was a merchant at Anderson, Grimes County, Texas, who moved back to Grimes County around 1921 after living here for about 4 years. The house was then purchased by Harvey S. and Sallie Ratliff, who lived here until around 1935. Harvey Ratliff was born in Williamson County, Texas, and was a ranch owner in West Texas. The Ratliffs moved out to rural Odessa in 1935; Harvey Ratliff died in Mineral Wells in 1943.

The Ratliffs' daughter, Ruth, married Francis L. McNamara, the son of William McNamara, a pioneer confectioner in Austin, who had his candy manufacturing company at 318 Congress Avenue. Francis McNamara worked as salesman for a music company in 1920, according to the census report, and then went to work as a shipping clerk for his father before his marriage to Ruth Ratliff around 1928. After his marriage, Francis McNamara and his older brother, William, purchased the Dr. Pepper Bottling Company at 607 Red River Street. After around 1936, Francis McNamara ran the business on his own until his retirement in 1964. He and Ruth moved from this house around 1965.

The house was converted to a mixed-use building in the late 1960s, housing the Ralph McElroy Company, a publishing house, as well as providing residential quarters for Eleanor McElroy, the manager of the business.

STAFF COMMENTS

The house is listed in the Comprehensive Cultural Resources Survey (1984) but without a priority for research.

STAFF RECOMMENDATION

Release the permit upon completion of a City of Austin Documentation Package, consisting of photographs of all elevations, a dimensioned sketch plan, and a narrative history, for archiving at the Austin History Center. The house has been significantly modified over the years, and no longer retains its integrity of materials and design.

LOCATION MAP



-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

1" = 208'

NOTIFICATIONS

CASE#: HDP-2016-0034
2102 RIO GRANDE ST

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.



2102 Rio Grande Street
ca. 1917



OCCUPANCY HISTORY

A. 2102 Rio Grande Street

From City Directories
Austin History Center
Prepared by City Historic Preservation Office
February, 2016

1992	Ralph McElroy Translation Company Debbi Cooper, director
1985-86	Ralph McElroy Translation Company Debbi Cooper, office manager
1981	Ralph McElroy Company, publishers Eleanor McElroy, renter Manager, Ralph McElroy Company
1977	Ralph McElroy Company, publishers Eleanor McElroy, renter Manager, Ralph McElroy Company
1973	H.L. and Eleanor McElroy, renters No occupation listed NOTE: The directory indicates that H.L. and Eleanor McElroy were new residents at this address.

1968	Vacant
1962	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1959	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1955	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1952	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1949	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1947	Francis L. and Ruth McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1944-45	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1941	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, 718 W. 5 th Street.
1939	Francis L. and Ruth R. McNamara, owners Proprietor, Dr. Pepper Bottling Company, bottlers of Dr. Pepper, Delaware Punch, and soda water, 607 Red River Street.
1937	Francis L. and Ruth R. McNamara (not listed as owners) Proprietor, Dr. Pepper Bottling Company, bottlers of Dr. Pepper, Cascade ginger ale, and soda water, 607 Red River Street.
1935	Harvey S. and Sallie Ratliff, owners Ranchman Also listed are Frances L. and Ruth R. McNamara as renters; he was the proprietor (with William F. McNamara), of the Dr. Pepper Bottling Company, bottlers of Dr. Pepper, Cascade ginger ale, and soda water, 607 Red River Street.
1932-22	Francis L. and Ruth R. McNamara, renters Proprietor (with William F. McNamara), Dr. Pepper Bottling Company, bottlers of Dr. Pepper, Cascade ginger ale, and soda water, and distributors of XXX Pearl Beer, 607 Red River Street.
1930-31	Francis L. and Ruth McNamara, renters Proprietor (with William F. McNamara), Dr. Pepper Bottling Company, bottlers of Dr. Pepper, Cascade ginger ale, and soda water, 607 Red River Street.
1929	Francis L. and Ruth McNamara, renters Salesman, McNamara Bros., (William J. McNamara, proprietor), wholesale confectioners, 318 Congress Avenue.

- 1927 Harvey S. and Sally Ratliff, owners
Ranchman
NOTE: Francis L. McNamara (no wife listed) was a shipping clerk residing at the home of his parents, William J. and Fidelia McNamara, at 807 W. 19th Street. His father was the proprietor of McNamara Bros., wholesale confectioners, 318 Congress Avenue.
- 1924 Harvey S. and Sallie Ratliff, owners
Ranchman
Also listed are Mary Ratliff, a student at the University of Texas; and Ruth Ratliff, a student at the University of Texas.
- 1922 Harvey S. and Sallie Ratliff, owners
No occupation listed
Also listed is Mary Ratliff, a student at the University of Texas.
- 1920 Walter S. and Maggie Brown, owners
Farmer
NOTE: Harvey S. and Sallie Ratliff are not listed in the directory.
- 1918 Walter S. and Maggie Brown, owners
Farmer
- 1916 The address is not listed in the directory.
NOTE: Walter S. Brown is listed at 2100 Rio Grande Street; he was a farmer.

BIOGRAPHICAL NOTES

Walter S. and Maggie Brown (ca. 1917 – ca. 1921)

The 1920 U.S. Census shows S.W. and Maggie W. Brown as the owners of this house. S.W. Brown was 54, had been born in Texas, and was a merchant. Maggie Brown was 49, had been born in Texas, and had no occupation listed. They had 2 children: Stella, 17; and Walter, 12, both of whom had been born in Texas.

The 1910 U.S. Census shows Walter S. and Maggie Brown in Grimes County, Texas. Walter S. Brown was 44, had been born in Texas, and was a retail merchant of dry goods. Maggie Brown was 40, had been born in Texas, and had no occupation listed. They had 4 children: Lizzie, 19; Leona, 13; Stella, 9; and Walter S., 2. All the children had been born in Texas.

The 1900 U.S. Census shows Walter S. Brown as a 34-year old general merchandise merchant in Grimes County, Texas. Maggie Brown was 31. Their 2 children were Lizzie, 8; and Leona, 2.

Walter Scott Brown died in Grimes County, Texas in 1941. He was born in 1865 in Anderson, Grimes County, Texas, and was a retired farmer. Maggie Uzzell Brown died in Grimes County, Texas in 1962. She had been born in 1870 in Grimes County, and was a housewife.

Harvey and Sallie Ratliff (ca. 1921 – ca. 1935)

The 1920 U.S. Census shows H.S. and Sallie Ratliff as the renters of the house at 1806 [?] Lavaca Street in Austin. H.S. Ratliff was 63, had been born in Texas, and was a ranch owner. Sallie Ratliff was 43, had been born in Texas, and had no occupation listed. They had 2 daughters: Mary, 17; and Ruth, 14, both of whom had been born in Texas. Mary Ratliff is listed as a student; Ruth Ratliff had no occupation listed. There is also a listing for a nephew Cubes [?] Ratliff, 17, who had been born in Texas, and was a student.

The 1930 U.S. Census shows H.S. and Sallie Ratliff as the owners of this house, which was worth \$6,500. H.S. Ratliff was 73, had been born in Texas, and had no occupation listed. Sallie Ratliff was 52, had been born in Texas, and had no occupation listed. Additionally in the house was their daughter, Ruth, and Ruth's husband, F.L. McNamara. F.L. McNamara was 27, had been born in Texas, and was a salesman in a music store. Ruth McNamara was 24, had been born in Texas, and had no occupation listed. Sallie Ratliff's mother, Mary K. Whittenberg, also lived in the house. She was an 80-year old Kentucky-born widow with no occupation listed.

By 1940, according to the census report of that year, H.S. and Sallie Ratliff were living north of Odessa, Texas. H.S. Ratliff was 83, and is listed as a ranch owner. Sallie Ratliff was 62, and had no occupation listed. With them lived their daughter, Mary Hurt, 37; and Mary's husband, Sam F. Hurt, 42, as well as Sam and Mary Hurt's two children, Sam, Jr., 13; and Buzzy, 10. Sam F. Hurt was born in Texas and is listed as a ranch owner. Also in the household was Sallie Ratliff's mother, Mary C. Whittenburg, 90.

Pioneer Odessa Cattleman Dies

MINERAL WELLS, June 20.—(AP) H. S. Ratcliff, pioneer cattleman of Odessa, died in his hotel room here at 9 a. m. Tuesday after a heart attack. He was 86 years of age.

He arose at his usual time, had breakfast with his wife and returned to his room, where he was found dead a few minutes later. The Ratcliffs were here on one of their frequent visits to Mineral Wells.

The body was at a local funeral home, awaiting arrival of two daughters, Mrs. Sam Hurt of Odessa and Mrs. F. L. McNamara of Austin.

Ratcliff, former associate of George W. Littlefield of Austin, was born Oct. 28, 1856, in Williamson county.

Ratcliff and his family lived for a number of years in Austin, but in recent years he had spent a part of his time at his ranch home north of Odessa and the remaining months of each year at Mineral Wells and San Antonio.

Survivors include his widow; two daughters, Mrs. Sam Hurt of Odessa and Mrs. F. L. McNamara of Austin.

Obituary of Harvey S. Ratliff
Austin American, June 30, 1943

Francis L. and Ruth Ratliff McNamara (ca. 1928 – ca. 1965)

The 1920 U.S. Census shows Francis McNamara as the 16-year old son (although the census reports shows him as the daughter) of William and Fidelia McNamara, who lived at 406 W. 5th Street in Austin. Francis McNamara had been born in Texas, and had no occupation listed. His father, William McNamara, was 47, had been born in Texas to Irish-born parents, and was a candy manufacturer. His mother, Fidelia McNamara, was 43, had been born in Kansas, and had no occupation listed. Francis had 2 older siblings: William 20; and Ruth, 19, both of whom had been born in Texas. Neither had an occupation listed.

The 1930 U.S. Census F.L. and Ruth McNamara living in this house with Ruth's parents, H.S. and Sallie Ratliff. F.L. McNamara was 27, had been born in Texas, and was a salesman in a music store. Ruth McNamara was 24, had been born in Texas, and had no occupation listed.

The 1940 U.S. Census shows F.L. and Ruth McNamara as the renters of this house, but shows that they paid 0 in rent. F.L. McNamara was 37, had been born in Texas, and was the proprietor of a bottling works. Ruth McNamara was 34, had been born in Texas, and had no occupation listed. They had 2 children: Ruth, 9; and Francis, Jr., 5, both of whom had been born in Texas. The McNamara family had a live-in maid, Lena Fischer, 23, who had been born in Texas, and is listed as a housekeeper.

Francis L. 'Babe' McNamara

Francis L. 'Babe' McNamara, 81, of 1208 Rockcliff Road died Wednesday.

He was the owner and manager of the Dr. Pepper Bottling Company of Austin for many years until he retired from business in 1964. He was a member of the Knights of Columbus and St. Theresa's Church. He attended St. Edward's University and Texas A&M.

Surviving are his widow, Ruth R. McNamara; his daughter, Ruth M. Sprague; his son, Francis L. 'Hank' McNamara Jr.; grandchildren, Francis L. McNamara III, Mark Dashiell Chambers Jr., Michael McNamara Chambers, Mary Victoria McNamara, Willard Mills McNamara, James Johnson McNamara, Claire Elizabeth McNamara, David C.C. Sprague and Charlotte C.R. Sprague; and great-grandson, Brian Manning Chambers.

A rosary service was held on Wednesday evening at Weed-Corley Funeral Home. Funeral services will be held Thursday at 2:00 PM at Assumption Cemetery Chapel with Reverend Richard E. McCabe officiating.

Pallbearers will be Mr. McNamara's grandsons.

Obituary of Francis L. McNamara
Austin American-Statesman, April 26, 1984

Ruth Ratliff McNamara

Ruth Ratliff McNamara, 1208 Rock-cliff Road, and for many years at 2102 Rio Grande Street. Born June 7, 1905, the daughter of pioneer West Texas rancher, Harvey Stewart Ratliff and Sallie Whittenburg Ratliff, died June 7, 1996.

She was a graduate of the University of Texas at Austin where she received her B.S. in Home Economics, and was a Bluebonnet Belle and a member of Phi Mu sorority.

She was the widow of Francis Leo McNamara (1984), and beloved mother of Ruth McNamara Sprague and Francis L. ("Hank") McNamara, Jr.

She was predeceased by her sister, Mary Ratliff Hurt McCollum, of Odessa, Texas.

Grandchildren, Mark D. Chambers, Jr., David Chase Cameron Sprague, Charlotte Clare Ratliff Sprague, Francis L. ("Dub") McNamara, III, Mary Victoria McNamara Clifford, Willard Mills McNamara, James Johnson McNamara, Claire Elizabeth McNamara, Carolyn McKeown Bargsley and Quin John Sprague.

Great-grandchildren, Brian Manning Chambers, Katharine Ratliff Chambers, Lauren Michelle McNamara and Kelly McNamara Clifford.

Her church affiliation was with Our Lady Queen of Peace Chapel at St. Edward's University.

She was a member of the Settlement Club and the Austin Country Club, Dance Club, and Baby Home Guild.

Mrs. McNamara's family wishes to express its gratitude to Moira L. James, Melinda Williams, Janice Worthen, Sandra Henry, Shirley James, Carolyn Wright, Marilyn Crider, and Joyce Phillips, and the staff of Heartland Health Care Center.

Rosary service 7:00 p.m., Tuesday, June 11, 1996, Weed-Corley-Fish Funeral Home.

Funeral services 2:00 p.m., Wednesday, June 12, 1996, St. Edward's University Chapel.

Arrangements by Weed-Corley-Fish Funeral Home, 3125 N. Lamar, 452-8811.

Obituary of Ruth Ratliff McNamara
Austin American-Statesman, June 10, 1996

Receipt No.

Application for Sewer Connection

Nº 37989

Austin, Texas,

7-24 1917

To the Superintendent of Sanitary Sewer Division, City of Austin, Texas.

Sir:—

I hereby make application for sewer connection and instructions on premises owned by

at

2102 Rio Grande Street,

further described as Lot 64.25x110' Block 24 Outlot Division

subdivision Div 12 Plat, 46 which is to be used as a

In this place there are to be installed fixtures. Plumbing Permit No.

I agree to pay the City of Austin, the regular ordinance charge.

Depth at Prop. Line

Respectfully,

Stub Out
Connected }

Located old Tap 4" VC.

(Location)

4 8 1/2' W of W 12' Rio Grande St

Date

in Alley 2' deep @ 12' 12-20-63

By

NOTE: Connection Instruction

6" Sewer in Alley

A-659

Sewer connection application for this house (1917)

March 4, 2016

City of Austin
Planning and Zoning Department
Attn: Victoria Haase
2006 East 4th Street
Austin, Texas 78702
tori.haase@austintexas.gov

RE: Case Number: C14-85-027(RCA)
Letter Opposing Termination of Restrictive Covenants

Dear Ms. Haase:

Principal Real Estate Investors, LLC is aware that the Drenner Group, as representative of the owner (“Applicant”) of 2102 Rio Grande Street, Austin, Texas, Travis County (“Property”), has submitted an application (“Application”) to the Austin Planning and Zoning Department (“Department”) to terminate the restrictive covenant imposed on the Property (“Restrictive Covenant”).

Principal Real Estate Investors, LLC (“Principal”), as agent for and on behalf of (1) 2101 Rio Grande Property Owner, LLC, owner of the property located 2101 Rio Grande Street; (2) Quarters West Campus Phase II, LLC, owner of the properties located 714 22nd Street, 2300 Nueces Street, and 2222 Rio Grande Street; (3) SV Hardin House, L.P., owner of the property located at 2206 Rio Grande Street; and (4) West Campus Partners, L.P., owner of the properties located at 709 W 22nd Street and 2707 Rio Grande Street (collectively, the “Principal Properties”), is writing this letter to express its opposition to the termination of the Restrictive Covenant.

The Restrictive Covenant provides, among other things, that the buildings on the Applicant’s Property “shall comply in all respects with the Austin City Code of 1891, as amended from time to time.” Chief among the Austin City Code’s (“Code”) requirements is that all properties within the University Neighborhood Overlay (“UNO”), the neighborhood in which the Property and Principal Properties are located, comply with building height restrictions via the University Neighborhood Overlay Height District, a copy of which is attached hereto as Exhibit A (“UNO Height District”). Given the close proximity of the Applicant’s Property to the Principal Properties, Principal has a strong interest in the Application and the Department’s decision.

WWW.PRINCIPALGLOBAL.COM

Principal opposes termination of the Restrictive Covenant and thus the height restrictions imposed by the UNO Height District for several reasons. First, the height restrictions provide the benefit for individuals residing in properties surrounding the Property, including the Principal Properties, of aesthetically pleasing views of the neighborhood. Terminating the Restrictive Covenant, which would inevitably lead to the construction of taller structures in the UNO, including one on the Property, would materially alter the UNO neighborhood character and interrupt the cosmetic continuity enjoyed by UNO residents and the City of Austin and its residents at large. The main purpose of any such height restrictions imposed on a particular area by a city is the pleasing cosmetic continuity it affords that particular neighborhood's residents; thus, terminating the Restrictive Covenant would be inconsistent with the City of Austin's principal purpose in imposing the UNO Height District.

Second, to permit a termination of the Restrictive Covenant and the height restrictions imposed by the UNO Height District would deny surrounding landowners, including owners of the Principal Properties, of the benefit of their bargain in respect of the purchase, development and continued maintenance of their properties by termination of the publicly-filed and publicly-known agreement (i.e. the Restrictive Covenant) concerning the aesthetic and developmental nature of properties within the UNO. When businesses and individuals consider purchasing a particular piece of property, the decision-making process is undoubtedly affected by the nature of surrounding properties and any limitations, via restrictive covenants or otherwise, imposed on surrounding properties regarding what they can and can't do on a going forward basis. Further, a landowner relies on limitations, via restrictive covenants or otherwise, on surrounding properties when making decisions on the nature and extent of continued development and investment in a property. Thus, terminating the Restrictive Covenant undoes the expectations surrounding landowners within the UNO had when those landowners originally purchased their properties and when they made ongoing development and investment decisions. Put another way, terminating the Restrictive Covenant would be changing an important and fundamental rule after the game has started. As a result, the negative precedent set by a decision to terminate the Restrictive Covenant could discourage future development and investment in other property districts given that potential and existing property owners would have to factor in unpredictable planning and zoning modifications. This would be contrary to sound public policy.

Third, if the Restrictive Covenant and the height restrictions imposed by the UNO Height District are terminated, there may well be a significant loss in market value of properties surrounding the Property, including the Principal Properties. It is manifestly unfair to individuals and businesses that have invested significant capital in properties located within the UNO to incur financial losses because one property owner gets to void the rules and restrictions imposed by the Restrictive Covenant for its development project. If the Restrictive Covenant is

Ms. Haase
Page 3
March 4, 2016

terminated, the Department would be socializing all of the financial burdens associated therewith and concentrating the financial benefit.

As a result of the foregoing, Principal respectfully requests that the Department reject the Applicant's request to terminate the Restrictive Covenant.

Sincerely,

Principal Real Estate Investor, LLC,
as agent for and on behalf of:

2101 Rio Grande Property Owner, LLC
Quarters West Campus Phase II, LLC
SV Hardin House, L.P.
West Campus Partners, L.P.

By: 
Name: _____
Title: **Kevin Welsch**
Senior Asset Manager

By: 
Name: _____
Title: **ALAN P. KRESS, Counsel**

Haase, Victoria [Tori]

Subject: FW: C14-85-027(RCA) - Confirmation
Attachments: document (40).pdf
Importance: High

From: Kress, Alan []
Sent: Tuesday, March 08, 2016 10:39 AM
To: Haase, Victoria [Tori]
Cc: McNace, Brandon; Wanninger, Joe; Rusthoven, Jerry; Amanda W. Swor; Kress, Alan
Subject: RE: C14-85-027(RCA) - Confirmation
Importance: High

Victoria,

Thanks for the clarification. Based on your response, we, Principal Real Estate Investors, LLC, withdraw our March 4th letter and the objections stated therein. We have attached said withdrawn letter for your convenience.

Please contact me if you have any questions or require additional information.

Thanks.

Alan Kress
Counsel
Principal Financial Group
711 High Street
Des Moines, IA 50392-0301
Direct: 515-362-1479
Fax: 866-496-6527
Email:

From: Haase, Victoria [Tori] [<mailto:Tori.Haase@austintexas.gov>]
Sent: Tuesday, March 08, 2016 9:56 AM
To: Amanda W. Swor; Kress, Alan
Cc: McNace, Brandon; Wanninger, Joe; Rusthoven, Jerry
Subject: RE: C14-85-027(RCA) - Confirmation

Mr. Kress,

Amanda is correct. The Restrictive Covenant does not have anything to do with the UNO district. Removal or amendment to the current Restrictive Covenant will not change anything with regards to the UNO district for this property.

Kind regards,

Victoria Haase
Planner
City of Austin – Planning & Zoning Department
505 Barton Springs Road, 5th Floor
Austin, Texas 78704

From: Amanda W. Swor [<mailto:ASwor@drennergroupp.com>]
Sent: Monday, March 07, 2016 2:55 PM
To: Kress, Alan
Cc: McNace, Brandon; Wanninger, Joe; Rusthoven, Jerry; Haase, Victoria [Tori]
Subject: C14-85-027(RCA) - Confirmation
Importance: High

Mr. Kress,

Thank you for taking the time to speak with me this afternoon. This e-mail is to confirm that the Restrictive Covenant Amendment ("RCA") application does not remove the UNO regulations, including height restrictions. The purpose of the RCA is to allow for demolition of the existing vacant building. Any new development will be required to comply fully with City of Austin zoning and site development regulations, including the UNO overlay and associated regulations.

Tori/Jerry – Can you please provide City of Austin confirmation?

Respectfully,

Amanda W Swor, Senior Project Manager
Drenner Group, PC | 200 Lee Barton Drive | Suite 100 | Austin, TX 78704
512-807-2904 direct | 512-496-8573 cell | aswor@drennergroupp.com | www.drennergroupp.com

From: Kress, Alan []
Sent: Monday, March 7, 2016 2:47 PM
To: Amanda W. Swor <Cc: McNace, Brandon <>; Wanninger, Joe <>; Kress, Alan <>
Subject: Email contact info

Alan Kress
Counsel
Principal Financial Group
711 High Street
Des Moines, IA 50392-0301
Direct: 515-362-1479
Fax: 866-496-6527
Email:

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Haase, Victoria [Tori]

To: Megan Meisenbach
Subject: RE: Amanda Swor meeting today

From: Megan Meisenbach []
Sent: Wednesday, April 06, 2016 3:14 PM
To: Haase, Victoria [Tori]
Subject: Amanda Swor meeting today

Hello Tori,
I am no longer opposing the Restrictive Covenant on 2102 Rio Grande.
As far as I know no one else is opposing it.
My understanding is that the sellers and their agents are not looking for a variance to the 90 foot height limit in UNO, but are willing to abide by the UNO regulations.

Thank you, Megan
Megan Meisenbach
512-940-2615