

ZONING CHANGE REVIEW SHEET

CASE: C14-80-133(RCA) – Aura Riverside

PC DATE: June 14, 2016

ADDRESS: 6101 & 6205 E. Riverside Drive

DISTRICT AREA: 3

AREA: 9.3384 acres

NEIGHBORHOOD PLAN AREA: East Riverside Corridor
(East Riverside/Oltorf Combined Neighborhood Plan Area)

OWNER: Rivermont Place General LLC

AGENT: Drenner Group (Amanda Swor)

REQUEST: To Amend a 1980 Restrictive Covenant as it applies to this property.

SUMMARY STAFF RECOMMENDATION:

Staff recommends granting the amendment to the 1980 Restrictive Covenant to remove the requirement for a Planned Development Area Agreement as it applies to this property.

PLANNING COMMISSION ACTION:

June 14, 2016: *APPROVED STAFF RECOMMENDATION TO AMEND THE RESTRICTIVE COVENANT. VOTE 11-0 (P.SEEGER 1ST, A. PINEYRO DE HOYOS 2ND, J. THOMPSON & N. ZARAGOZA ABSENT).*

DEPARTMENT COMMENTS:

In 1980, the subject property was part of a 114 acre tract which was rezoned to “D” industrial and included Restrictive Covenant C14-80-133 which requires a Planned Development Area Agreement with a site plan to be approved by the City Council prior to a building permit being issued. The intention being when an industrial use would be proposed, the City Council would have the ability to review the project for approval. The property has never been developed.

In 2001, as part of the Montopolis Neighborhood Plan adoption, the subject property was rezoned from limited industrial-Planned Development Area (LI-PDA) to community commercial-mixed use-conditional overlay-neighborhood plan (GR-MU-CO-NP) and designated “Mixed-Use” in the Future Land Use Map (FLUM).

In 2013, the subject property was rezoned from GR-MU-CO-NP to East Riverside Corridor (ERC) and is located within the Corridor Mixed Use (CMU) and Neighborhood Mixed Use (NMU) sub districts. Corridor Mixed Use is the highest density district within the ERC and is intended to be ground-floor retail and office uses with residential and office uses above. Development standards include a maximum height of 60 feet, 90% impervious cover and a maximum floor-to-area ratio of 2 to 1. NMU is intended to be mid-rise development incorporating ground floor office and neighborhood retail with residential above. Development standards include a maximum height of 50 feet, 80% impervious cover and a maximum floor-to-area ratio of 1 to 1. Warehousing and light-manufacturing are not permitted within CMU or NMU.

The overall goal of the restrictive covenant amendment is to remove the potential for the 1980 Restrictive Covenant to be inconsistent with the standards established by the East Riverside Regulating Plan (ERC zoning) and the Corridor Mixed Use and the Neighborhood Mixed Use sub districts that apply to this property.

EXISTING ZONING AND LAND USES:

	ZONING	SUB-DISTRICT	LAND USES
<i>Site</i>	ERC	CMU & NMU	Undeveloped
<i>West</i>	ERC	CMU & IMU	Undeveloped
<i>East/Northeast</i>	ERC	CMU	Convenience Retail
<i>South</i>	ERC	NMU	Undeveloped & Multifamily Residential
<i>North</i>	ERC	CMU	Automobile Sales & Retail

ERC Subdistricts: **CMU:** Corridor Mixed Use; **NMU:** Neighborhood Mixed Use **IMU:** Industrial Mixed use

ABUTTING STREETS & TRANSIT:

Street Name	ROW Width	Pavement Width	Classification	Bicycle Plan	Bus Service	Sidewalks
E. Riverside Drive	120 feet	80 feet	Major Arterial	Yes	Yes	Yes
Montopolis Blvd	75 feet	45 feet	Collector	Yes	No	Yes

TIA: Not Applicable

WATERSHED: Country Club West & Carson Creeks – Suburban **SCENIC ROADWAY:** No

DESIRED DEVELOPMENT ZONE: Yes

CAPITOL VIEW CORRIDOR: No

NEIGHBORHOOD ASSOCIATIONS & COMMUNITY ORGANIZATIONS:

COMMUNITY REGISTRY NAME

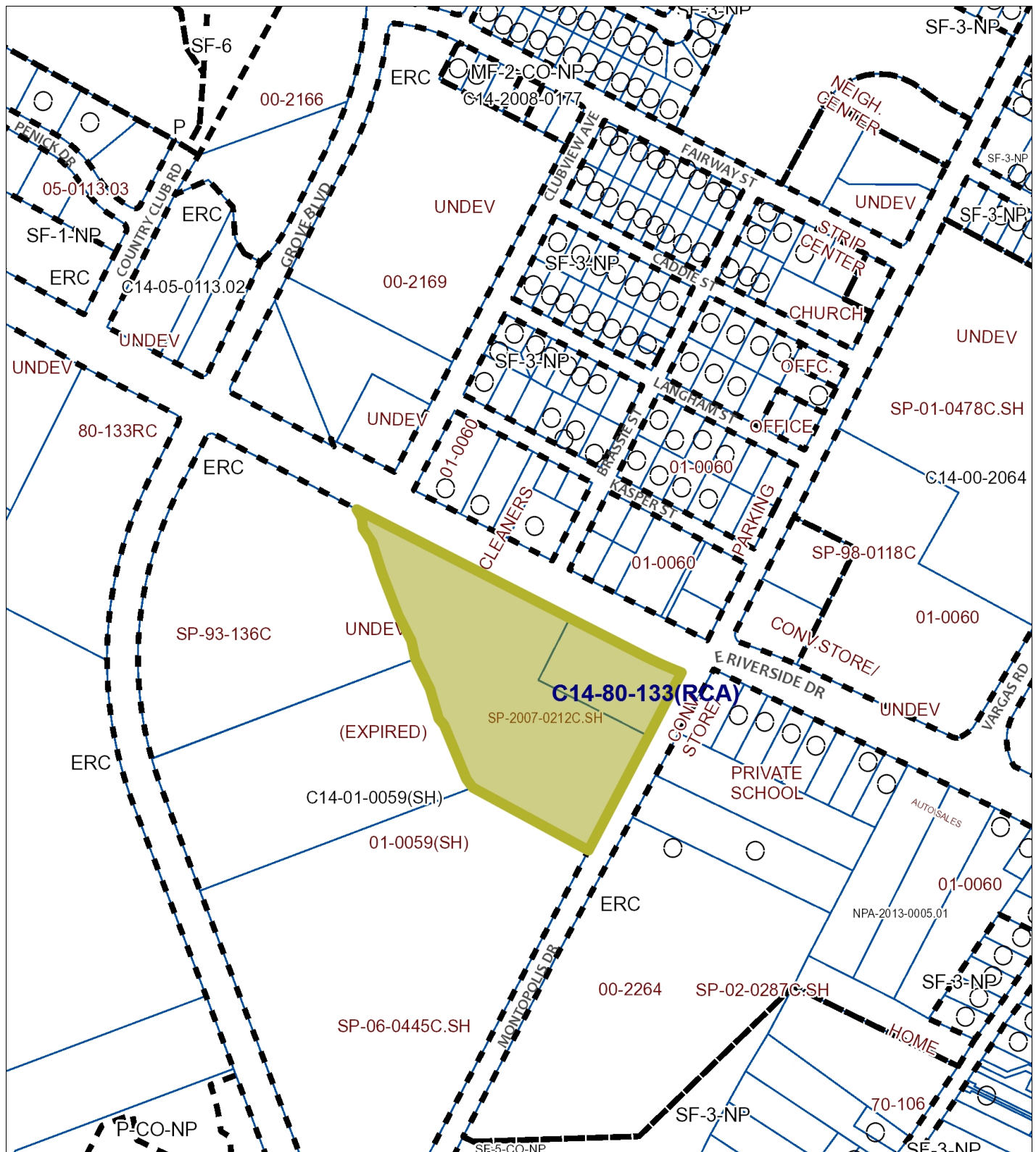
Austin Heritage Tree Foundation
 Austin Independent School District
 Austin Neighborhoods Council
 Bike Austin
 Carson Ridge Neighborhood Association
 Crossing Garden Homeowners Association
 East Austin Conservancy
 East Riverside/Oltorf Neighborhood Plan Contact Team
 East Riverside Corridor Staff Liaison
 El Concilio Mexican-American Neighborhoods
 Del Valle Community Coalition
 Friends of Austin Neighborhoods
 Homeless Neighborhood Association
 Montopolis Area Neighborhood Alliance
 Montopolis Neighborhood Plan Contact Team
 Montopolis Community Alliance
 Montopolis Tributary Trail Association

City Council – August 11, 2016 - C14-80-133(RCA)

Pleasant Valley
Preservation Austin
SEL Texas
Sierra Club, Austin Regional Group
Southeast Austin Neighborhood Alliance
Vargas Neighborhood Association

CITY COUNCIL DATE: August 11, 2016

CASE MANAGER: Andrew Moore, 512-974-7604
e-mail: andrew.moore@austintexas.gov



- Subject Tract
- Pending Case
- Zoning Boundary
- Railroads

200 400
Feet

1" = 400'

RESTRICTIVE COVENANT AGREEMENT

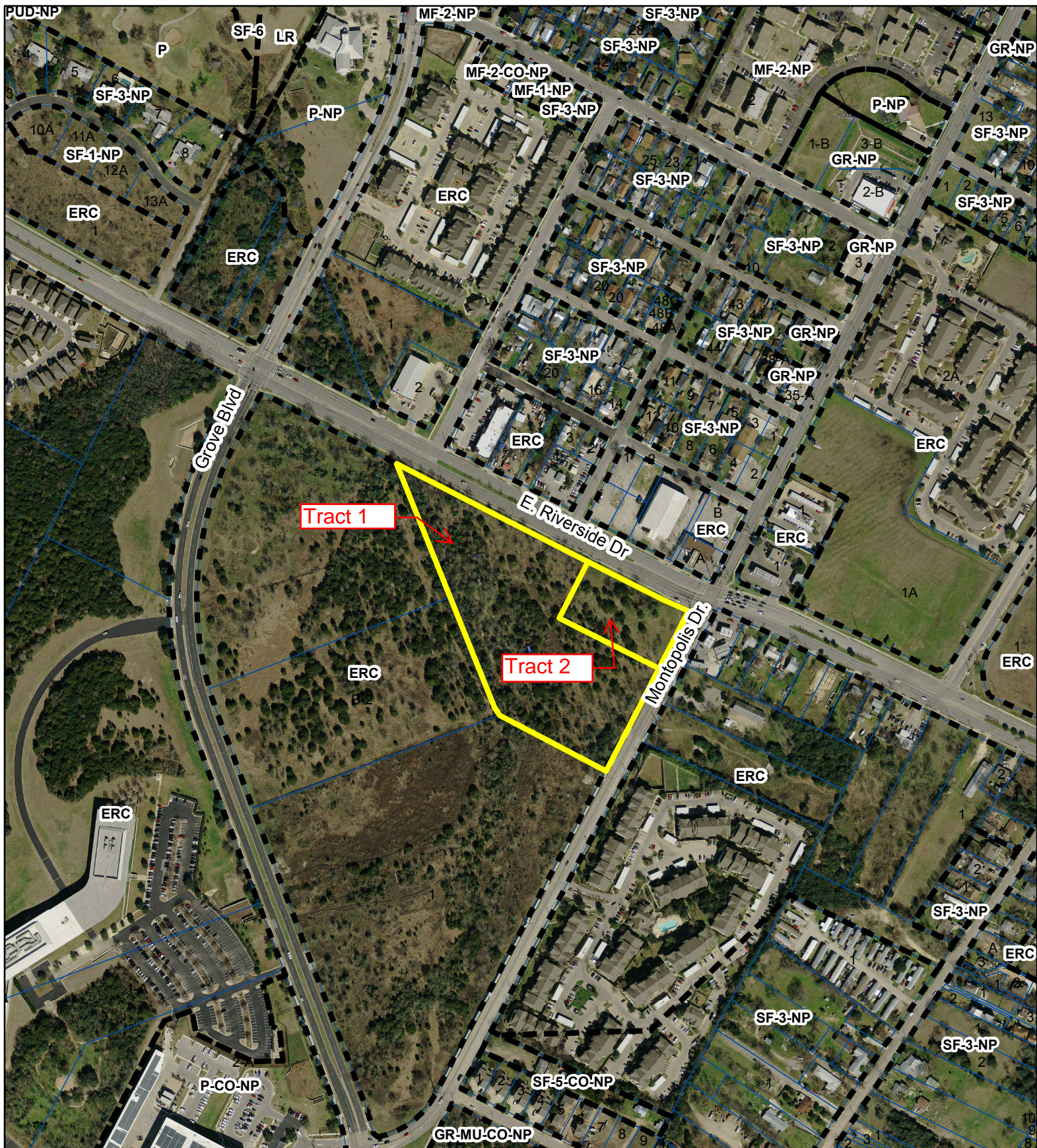
ZONING CASE#: C14-80-133(RCA)



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.

Created 06/01/16



ZONING & VICINITY

 SUBJECT TRACT

ZONING CASE#: C14-80-133 (RCA)

 PENDING CASE

LOCATION: 6101 E. RIVERSIDE DR & 6205 E. RIVERSIDE DR

 ZONING BOUNDARY

SUBJECT AREA: 9.3384 ACRE

MANAGER: ANDREW MOORE

N



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 COVENANTS

C14-80-133

9.00

THE STATE OF TEXAS ~~NO 20-0025~~ 1585 * 9.00

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

2-14-6673

THAT WHEREAS, R.P.C. Investments, Inc., a Texas corporation with offices in Travis County, Texas ("Owner") is the owner of that certain tract of land (the "Subject Property"), in the City of Austin, Travis County, Texas, said tract being more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City of Austin and Owner have agreed that the Subject Property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby place upon and charge the Subject Property with the following restrictive covenants which shall, subject to the following provisions hereof, be deemed covenants running with the land for the benefit of the City of Austin and binding upon Owner, its successors and assigns, to-wit:

1. Prior to the issuance by the City of Austin of a building permit (for any building which could not be built without a building permit at the time such building is to be constructed) in respect to the Subject Property, or any part thereof, a Planned Development Area Agreement (or appropriate alternative instrument, referred to herein as the "PDA Agreement") with attached site plan shall be approved by the City Council of the City of Austin, with respect to that portion of the Subject Property upon which such building shall be built, and recorded as a covenant running with the land. Where a building has been erected, pursuant to a

building permit issued in accordance with the provisions hereof, upon the approval and recordation of the PDA Agreement (with attached site plan), a new PDA Agreement shall not be required hereby in order to obtain a new building permit for the repair, restoration or alteration of or addition to such building, provided the building, as so repaired, restored, altered or added to, would have been consistent with or authorized by the PDA Agreement on the basis of which the building permit for the initial erection of such building was issued. Owner, its heirs, successors, assigns, mortgagees, tenants or contractors shall be entitled to rely on the issuance of a building permit by the official of the City of Austin charged with such responsibility (presently the Office of the Building Inspector) as conclusively evidencing compliance with the conditions imposed by these restrictions in respect to procuring such building permit. 2-44-0674

2. If the Subject Property is hereafter divided so that it consists of or includes all or part of two or more lots, these restrictive covenants will be applied on an individual lot basis, to each respective individual lot severally.

3. These restrictive covenants can be enforced by, and only by, the City of Austin.

4. If any person or persons shall violate or attempt to violate the foregoing restrictions and covenants, 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 the person or persons violating or attempting to violate such restrictions or covenants, and either to prevent him or them from doing so or to collect damages for such violation.

5. These restrictive covenants can be amended or revoked by joint action of the City of Austin (acting pursuant to majority vote of a quorum of the City Council of the City of Austin, or such other governing body of said City as may succeed its City Council) and the then owner of the particular tract in question out of the Subject Property.

TRACT #1

FIELD NOTES

FIELD NOTES FOR 114.08 ACRES OF LAND OUT OF A 230.70 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, CONVEYED TO DICKSON PROPERTIES, INC., BY WARRANTY DEED OF RECORD IN VOLUME 2879, PAGE 450, OF THE TRAVIS COUNTY DEED RECORDS, SAID 114.08 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

2-14-0676

BEGINNING at steel pin found at an offset in the west right-of-way of Montopolis Drive, said pin also being at the most easterly south corner of the herein described tract, and from which pin a concrete monument found in the west right-of-way of the widened portion of Montopolis Drive bears N 60°56' W a distance of 70.00 feet, said concrete monument also being the most easterly corner of Marshall Hills Section Two, a subdivision of record in Austin, Travis County, Texas, a plat of which is recorded at Book 76, Page 279 of the Travis County plat records;

THENCE with the northerly line of the referenced Marshall Hills Section Two, N 60°56' W, passing the referenced concrete monument, a distance of 1484.99 feet to a steel pin found at an angle to the left;

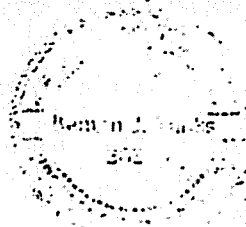
THENCE, continuing with the northerly line of Marshall Hills Section Two, N 65°50' W a distance of 400.83 feet to a steel pin found at the most westerly south corner of the herein described tract;

THENCE with the west line of the herein tract, N 27°42' E a distance of 2613.93 feet to a steel pin found in the south right-of-way line of East Riverside Drive, said pin also being the most westerly north corner of the herein described tract;

THENCE with the south right-of-way line of East Riverside Drive, S 61°35' E a distance of 1946.80 feet to a steel pin found at the intersection of the south right-of-way line of East Riverside Drive with the west right-of-way line of Montopolis Drive, said pin also being the most easterly north corner of the herein described tract;

THENCE with the west right-of-way line of Montopolis Drive, S 29°04' W a distance of 2601.09 feet to the POINT OF BEGINNING containing in all 114.08 acres.

Surveyed on the ground and field notes prepared by S. A. Garza Engineers, Inc., 401 West 29th Street, Austin, Texas 78705.



Kenton C. Tunks
REGISTERED PROFESSIONAL ENGINEER

April 25, 1980
DATE

EXHIBIT A

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, as Stamped hereon by me, on



NOV 20 1980

Chris Thompson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
NOV 20 1980
COUNTY CLERK
TRAVIS COUNTY, TEXAS

7187 930

6. Any suit brought to interpret or enforce these restrictive covenants, or to determine their validity, as reasonable or otherwise, or the validity of any failure or refusal to issue a building permit shall be brought in a District Court of Travis County, Texas.

EXECUTED this 15th day of October, 1980.

2-44-0675

R.P.C. INVESTMENTS, INC.

(NO SEAL)

By:

Roberta P. Crenshaw
Roberta P. Crenshaw
President

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, on this day personally appeared Roberta P. Crenshaw, President of R.P.C. Investments, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of October, 1980.

Nancy Dexter
NOTARY PUBLIC, Travis County,

T E X A S

Nancy Dexter

NOTARY SEAL