

ORDINANCE NO. _____

Agenda Item #
Z-3 9/2/04

1 AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING FOR THE
2 PROPERTY LOCATED AT 1825 NATIONAL PARK BOULEVARD AND
3 CHANGING THE ZONING MAP FROM INTERIM RURAL RESIDENCE (I-RR)
4 DISTRICT TO COMMUNITY COMMERCIAL-CONDITIONAL OVERLAY (GR-
5 CO) COMBINING DISTRICT.

6
7 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

8
9 **PART 1.** The zoning map established by Section 25-2-191 of the City Code is amended to
10 change the base district from interim rural residence (I-RR) district to community
11 commercial-conditional overlay (GR-CO) combining district on the property described in
12 Zoning Case No. C14-04-0103, on file at the Neighborhood Planning and Zoning
13 Department, as follows:

14
15 Lot 127, Block C, Parkside at Slaughter Creek, Section 1 Subdivision, a
16 subdivision in the City of Austin, Travis County, Texas, according to the map or
17 plat in Document No. 200300099 of the Official Public Records of Travis County,
18 Texas, (the "Property")

19
20 locally known as 1825 National Park Boulevard, in the City of Austin, Travis County,
21 Texas, and generally identified in the map attached as Exhibit "A".

22
23 **PART 2.** The Property within the boundaries of the conditional overlay combining district
24 established by this ordinance is subject to the following conditions:

25
26 1. The following uses are prohibited uses of the Property:

27	Automotive rentals	Automotive repair services
28	Automotive sales	Automotive washing (of any type)
29	Commercial off-street parking	Drop-off recycling collection facility
30	Exterminating services	Hotel-motel
31	Off-site accessory parking	Outdoor entertainment
32	Outdoor sports and recreation	Pawn shop services
33	Service station	Congregate living
34	Residential treatment	
35		
36		

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

5
6 Except as specifically restricted under this ordinance, the Property may be developed and
7 used in accordance with the regulations established for the community commercial (GR)
8 base district and other applicable requirements of the City Code.

9
10 **PART 3.** This ordinance takes effect on _____, 2004.

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12 **PASSED AND APPROVED**

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15
16 _____, 2004

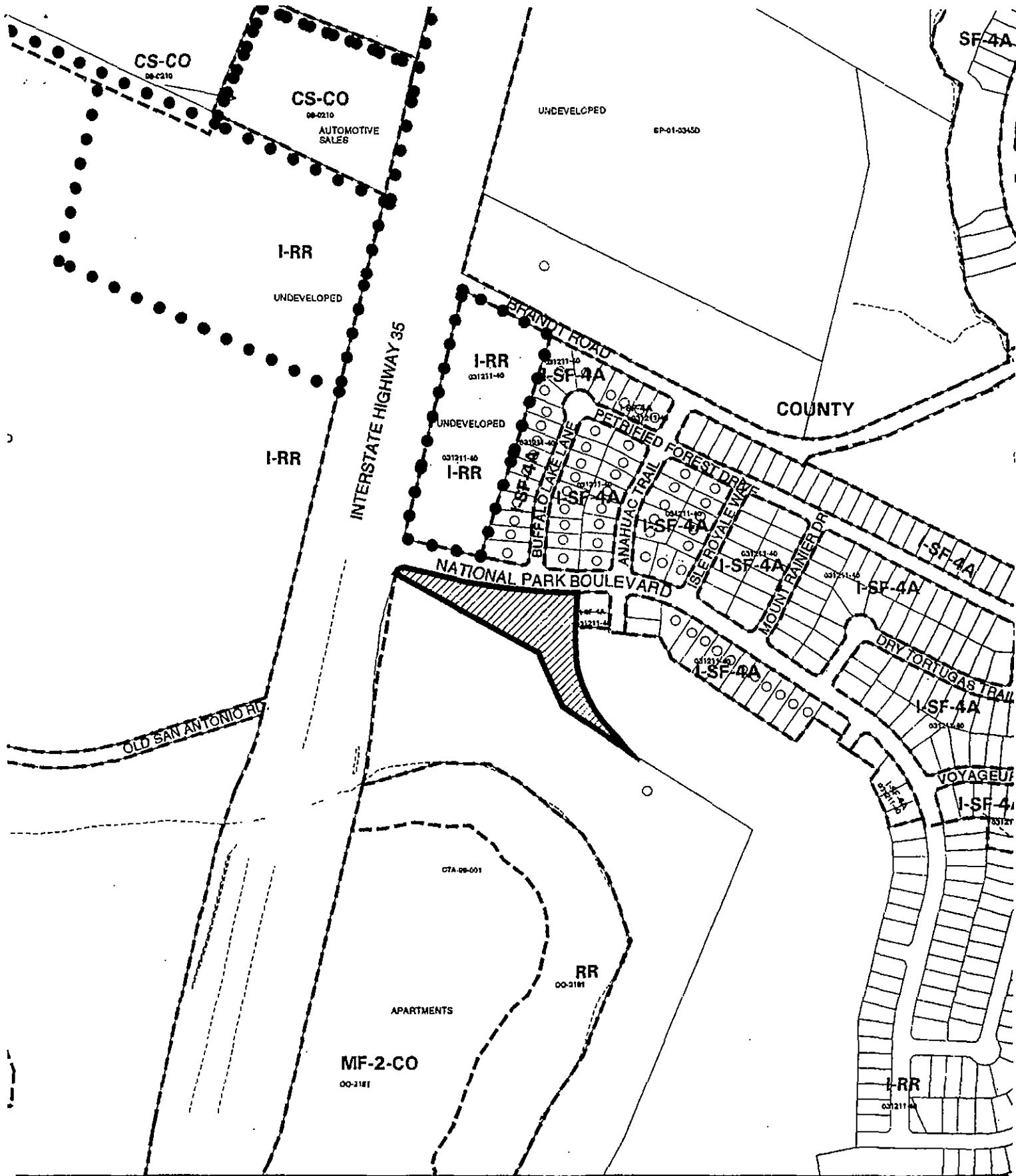
17
18 Will Wynn
19 Mayor





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21
22 **APPROVED:**

23 David Allan Smith
24 City Attorney

25
26 **ATTEST:**

27 Shirley A. Brown
28 City Clerk



 1" = 400'	SUBJECT TRACT		ZONING <i>ENVIRONMENT</i> CASE #: C14-04-0103 ADDRESS: 1825 NATIONAL PARK BLVD SUBJECT AREA (acres): 2.215	DATE: 04-08 INTLS: TRC	CITY GRID REFERENCE NUMBER G12
	PENDING CASE				
	ZONING BOUNDARY				
	CASE MGR: W.WALSH				

RESTRICTIVE COVENANT

OWNER: Lumbermen's Investment Corporation, Inc., a Delaware corporation

ADDRESS: 1300 South MoPac Expressway, Austin, Texas 78746

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: Lot 127, Block C, Parkside at Slaughter Creek, Section 1 Subdivision, a subdivision in the City of Austin, Travis County, according to the map or plat of record in Document No. 200300099, Official Public Records of Travis County, Texas.

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 heirs, successors, and assigns.

1. Development on the Property is subject to the recommendations contained in the Neighborhood Traffic Analysis memorandum from the Transportation Review Section of the Watershed Protection and Development Review Department dated July 26, 2004.
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 _____, 2004.

OWNER:

Lumbermen's Investment Corporation,
a Delaware corporation

By: _____
Robert M. Mann,
Senior Vice-President

APPROVED AS TO FORM:

Assistant City Attorney
City of Austin

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2004, by Robert M. Mann, Senior Vice-President of Lumbermen's Investment Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public, State of Texas

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