

STAFF RECOMMENDATION

ORDINANCE NO. _____

2-18

AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT WEST 3RD STREET AND BOWIE STREET FROM DOWNTOWN MIXED USE (DMU) DISTRICT TO DOWNTOWN MIXED USE-CENTRAL URBAN REDEVELOPMENT (DMU-CURE) COMBINING DISTRICT.

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

PART 1. The zoning map established by Section 25-24.91 of the City Code is amended to change the base district from downtown mixed use (DMU) district to downtown mixed use-central urban redevelopment (DMU-CURE) combining district on the property described in Zoning Case No. C14-05-0136, on file at the Neighborhood Planning and Zoning Department, as follows:

Lots 9, 10, 11, 12, and 13, Outlot 11, Block 4, Raymonds Plateau Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 1, Page 30, of the Plat Records of Travis County, Texas (the "Property"),

locally known as the property located at West 3rd Street and Bowie Street, in the City of Austin, Travis County, Texas, and generally identified in the map attached as Exhibit "A".

PART 2. The regulations for the Property within the boundaries of the CURE combining district established by this ordinance are modified as follows:

1. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds 3,000 trips per day.
2. For a structure on property adjacent to and oriented toward the south property line a building base wall is required with a maximum height of 60 feet.
3. The building coverage at a height of 60 feet above the finished grade is 8,000 square feet.
4. The maximum height of a structure or building on the property is 400 feet from ground level.

STAFF RECOMMENDATION

5. Development of the Property may not exceed a floor to area ratio (F.A.R.) of 12 to 1.

Except as specifically restricted under this ordinance, the property may be developed and used in accordance with the regulations established for the downtown business use (DMU) base district and other applicable requirements of the City Code.

PART 3. This ordinance takes effect on _____, 2005.

PASSED AND APPROVED

_____, 2005

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Wynn
Mayor

APPROVED:

ATTEST:

David Allan Smith
City Attorney

Shirley A. Brown
City Clerk

RESTRICTIVE COVENANT

OWNER: Third Street Offices, Ltd., a Texas limited partnership

ADDRESS: 918 West 3rd Street, Austin, Texas 78703

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, 12, and 13, Outlot 11, Block 4, Raymonds Plateau Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 1, Page 30, of the Plat 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. The Owner shall design and construct streetscape improvements in full compliance with the City of Austin Great Streets design criteria as the criteria existed on November 17, 2005. 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.
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 to be effective the _____ day of _____, 2005.

OWNER:

Third Street Offices, Ltd.,
a Texas limited partnership

By: Third Street, LLC,
a Texas limited liability company,
General Partner

By: _____
Diana G. Zuniga,
Manager

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 _____, 2005, by Diana G. Zuniga, Manager, of Third Street, LLC, a Texas limited liability company, on behalf of the company, and the company acknowledged this covenant as General Partner, on behalf of Third Street Offices, Ltd., a Texas limited partnership.

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