

ORDINANCE NO. 20200521-050

AN ORDINANCE ADOPTING A PROJECT CONSENT AGREEMENT WAIVING OR MODIFYING CITY CODE TITLE 25, INCLUDING CHAPTER 25-8, SUBCHAPTER A, ARTICLE 13 (SAVE OUR SPRINGS INITIATIVE), TO ALLOW CONSTRUCTION OF A MIXED USE-RESIDENTIAL PROJECT AT 7415 SOUTHWEST PARKWAY FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT IN THE EAST OAK HILL NEIGHBORHOOD PLANNING AREA.

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

PART 1. The City Council makes the following legislative findings:

- (A) Chapter 245 of the Texas Local Government Code provides that development projects are, with few exceptions, entitled to be completed under the rules and regulations in effect on the date that the first application for the project is filed.
- (B) Project consent agreements are a tool, authorized by City Code Section 25-1-544 (*Project Consent Agreements*), that can be used to: (1) establish regulations for projects where vested rights are unclear; and (2) incentivize projects with clearly established vested rights to achieve greater compliance with current code.
- (C) The Development Services Department (“DSD”), in consultation with the Environmental Officer, has determined that the project consent agreement adopted by this ordinance meets threshold criteria in City Code Section 25-1-544 (*Project Consent Agreements*): based on contested issues regarding whether the project can develop multifamily residential under the regulations in effect at the time that the original plat was submitted. While DSD has asserted that development of multifamily residential would be considered a new project, the department finds the case to be appropriate for resolution through the project consent agreement process.
- (D) To address these competing claims, and achieve greater compliance with current regulations, the project consent agreement adopted by this ordinance relaxes certain provisions of current code to facilitate development of a multifamily residential project within the approved site

plan for Lantana Block P, Lot 3 (SP-2014-0262C)(the “Site Plan”), but provides greater environmental protections than would apply if a multifamily project were approved under 1984 regulations.

- (E) To offset the impact of development on the properties covered under this project consent agreement and achieve greater environmental protections, the agreement provides for preservation of additional natural areas as open space and parkland, regardless of whether multifamily residential is constructed.

PART 2. Based on the foregoing findings, and on recommendation of DSD and the City’s Environmental Officer, the City Council approves the following Lantana Block P, Lot 3 Project Consent Agreement, referred to in this ordinance as “PCA”.

(A) General Conditions & Limitations.

The regulatory modifications authorized under the PCA apply to development shown within the Site Plan and Lot 8 as described in Part 2 Subsection B (the “Project”) and the Project shall be subject to all other restrictions set forth in the PCA. Any site plan corrections for the Project submitted in conformance with the applicable procedures at the time may develop under the terms of the PCA. Following completion of the improvements for the Project under the terms of the PCA, any further development or redevelopment is subject to regulations in effect on the date the development application is submitted and may not use the regulatory modifications authorized by the PCA.

(B) Properties Covered by Lantana Phase 1 Section 2 PCA.

The PCA includes only the following properties:

- (1) Lots 3, 5, and 8, Block P, LANTANA PHASE 1, SECTION 2, a subdivision in Travis county, Texas, according to the map or plat thereof recorded as Document No. 200000150 in the Official Public Records of Travis County, Texas.

(C) Regulatory Modifications for the Project.

Except as otherwise provided in this PCA, the Project is subject to the development regulations in effect on the date a revised Site Plan for the

property is submitted. A correction for Phases 1-4 of the Site Plan may add impervious cover up to the limitation established below.

- (1) ***Impervious Cover.*** Impervious cover for all development shown on the revised Site Plan shall be limited to a maximum of 17.6 acres on Lot 3 and Lot 5.
- (2) ***Site Plan Expiration.*** City Code Section 25-5-81 (*Site Plan Expiration*) is modified so that the Site Plan expires April 30, 2024.
- (3) ***Tree Survey.*** The tree survey submitted in connection with the Site Plan shall serve as the applicable tree survey for the Project, and no further tree survey will be required in connection with any Site Plan revision or correction.

(D) Regulatory Modifications for Mixed-Use Development.

A portion of the Project, as shown on Exhibit 1, may be developed as mixed use with multifamily residential units (“Phase 5 Development”) and is not subject to any limitations on the number of multifamily units imposed by the Patton Ranch Preliminary Plan. Phase 5 Development will be developed in accordance with the following regulatory modifications.

- (1) ***Construction on Slopes:*** Compliance with City Code Sections 25-8-301 (*Construction of a Roadway or Driveway*) and 25-8-302 (*Construction of a Building or Parking Area*) will not be required. Instead, the Phase 5 Development will be allowed to construct on slopes as follows:
 - (a) No commercial development shall exceed 65 percent cover on slopes of 10 percent to 20 percent gradient, nor 25 percent on slopes greater than 20 percent gradient provided, however, that no multi-family residential development shall exceed 65 percent impervious cover on slopes of 0 percent to 20 percent gradient, nor 25 percent impervious cover on slopes greater than 20 percent gradient.

- (2) ***Cut Requirements.*** City Code Section 25-8-341 (*Cut Requirements*) shall be modified to allow cuts on a tract of land up to 12 feet of depth.
- (3) ***Fill Requirements.*** City Code Section 25-8-342 (*Fill Requirements*) shall be modified to allow fill on a tract of land up to 12 feet of depth.
- (4) ***Pollution Requirements.*** Compliance with City Code Section 25-8-514(a) (*Pollution Prevention Required*) shall not be required for the Phase 5 Development. Instead, the Phase 5 Development will consist of the following:
 - (a) Vegetated buffer areas, rain gardens, or grass-lined swales, with no calculated pollutant removal performance standards requirements associated with these buffer areas, rain gardens, and swales, may be utilized where possible at the applicant's discretion at the time of a revised site development permit application so long as natural areas are not disturbed.
 - (b) Water quality controls have been satisfied and comply with the provisions outlined in 25-8-213 for suburban watershed classification.
- (5) ***Environmental Resource Inventory.*** Compliance with City Code Section 25-8-121 (*Environmental Resource Inventory Requirement*) shall not be required for the Phase 5 Development.
- (6) ***Hill Country Roadway Natural Area Requirement.*** The Hill Country Roadway requirement that at least 40 percent of a site remain natural has been achieved through the dedication of the 3.098 acres described in Subsection (1) of Part E, below. However, because the 3.098 acres of City Property is not included in the Site Plan, City Code Section 25-2-1025 (*Natural Area*) is modified to require at least 31 percent of a site as natural area.

- (7) ***Critical Environmental Features.*** The setbacks associated with the Critical Environmental Features identified on the Site Plan shall be applicable to the Phase 5 Development, and no additional Critical Environmental Features shall be identified or included in the Site Plan.

(E) **Additional Development Regulations.**

- (1) ***Dedication of Lot 8.*** The following property, generally described in Exhibit 2 shall be deeded to the City of Austin within 180 days of the effective date of this PCA: Lot 8, Block P, LANTANA PHASE 1, SECTION 2, a subdivision in Travis county, Texas, according to the map or plat thereof recorded as Document No. 200000150 in the Official Public Records of Travis County, Texas (“City Property”). The form of deed is attached as Exhibit 3 to this PCA. The City Property shall be divided as follows:
- (a) There will be 3.098 contiguous acres of the City Property that shall remain undisturbed natural area, with the exception of trails composed of crushed granite or other compacted natural material.
- (b) The remaining 3.228 acres of the City Property may be used for the development of park amenities and be limited to 16,600 square feet of impervious cover.
- (2) ***Parkland Dedication.*** Dedication of the City Property will be credited 4.68 acres towards the Project’s future parkland dedication requirements under City Code Section 25-1-602 (*Dedication of Parkland*). If the credited amount of parkland is insufficient to meet the parkland dedication requirements for the Project, then the City will accept fees in-lieu of land and development for the remaining required parkland dedication per the fee schedule in effect at the time of the revised Site Plan approval.
- (3) ***Net Site Area.*** Prior to release of the revised Site Plan for the Project, the applicant shall dedicate additional land, as identified in Exhibit 4. The dedication of additional land, with the net site area

available from Lot 8 and the Site Plan, will result in the Phase 5 Development and Lot 8 complying with a maximum impervious cover of 25 percent on a net site area basis.

(F) Exhibits.

If there is a conflict between the text of the PCA and any of the attached exhibits, the language of the PCA controls.

(G) Expiration of the Lantana Phase 1 Section 2 PCA

The terms of this PCA shall expire the earlier of:

- (1) the expiration of the Site Plan; or
- (2) when construction for all improvements included on the revised Site Plan for the Project have been completed.

(H) Project Complete

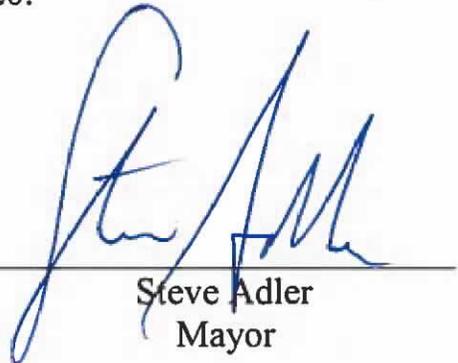
For purposes of compliance with Chapter 245 of the Texas Local Government Code, the Project shall be deemed complete upon completion of the development described in the site development permit associated with the PCA.

PART 3. This ordinance takes effect on June 1, 2020.

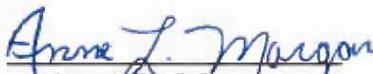
PASSED AND APPROVED

_____ May 21 _____, 2020

§
§
§



Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney
by 

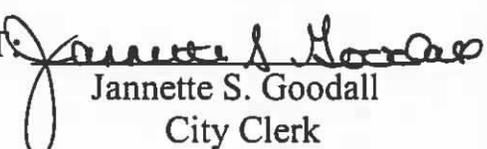
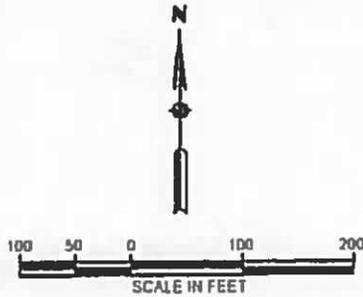
ATTEST: 
Jannette S. Goodall
City Clerk

EXHIBIT 1



**PHASE 5
NET SITE AREA**

Total gross site area = 8,428 Acres (Phase 5 Boundary)

Site Deductions:

Critical water quality zone (CWQZ) = 0.0 Acres

Water quality protection zone (WQZ) = 0.0 Acres

Wastewater impoundment = 0.0 Acres

Disturbance setback = 0.0 Acres

Upland area (Gross area minus total deductions) = 8,400 Acres

Net Site Area Calculations:

Area of Uplands with Slopes 0-15% = 8,469 x 100% = 8,483 Acres

Area of Uplands with Slopes 15-25% = 1,287 x 40% = 0,515 Acres

Area of Uplands with Slopes 25-35% = 0,473 x 70% = 0,083 Acres

Area of Uplands with Slopes > 35% = 2,330 x 0% = 0.0 Acres

Phase 5 Net Site Area (total) = 7,061 Acres

Available Net Site Area from Phases 1-4 = 3,070 Acres

Total Net Site Area from Phases 1-5 = 10,131 Acres

Slopes Table					
Minimum Slope	Maximum Slope	Area (SF)	Area (Ac)	Percent	Class
0.00%	15.00%	281,418,805.7	6,465.04	76.86%	Class 1
15.00%	25.00%	58,181,823.7	1,327.06	15.91%	Class 2
25.00%	35.00%	18,407,725.7	423.06	5.07%	Class 3
35.00%	UP	18,154,980.7	417.34	5.07%	Class 4

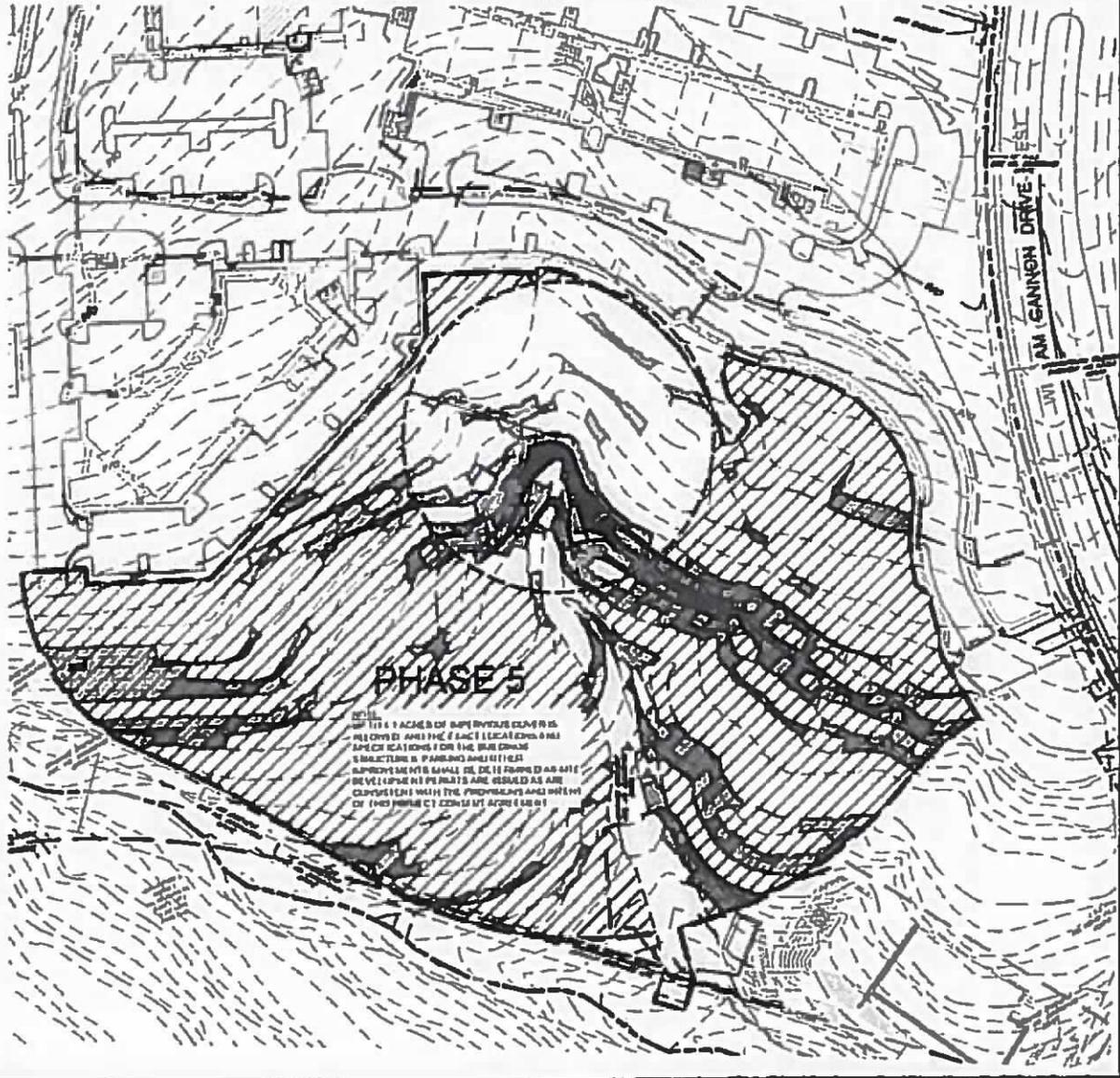
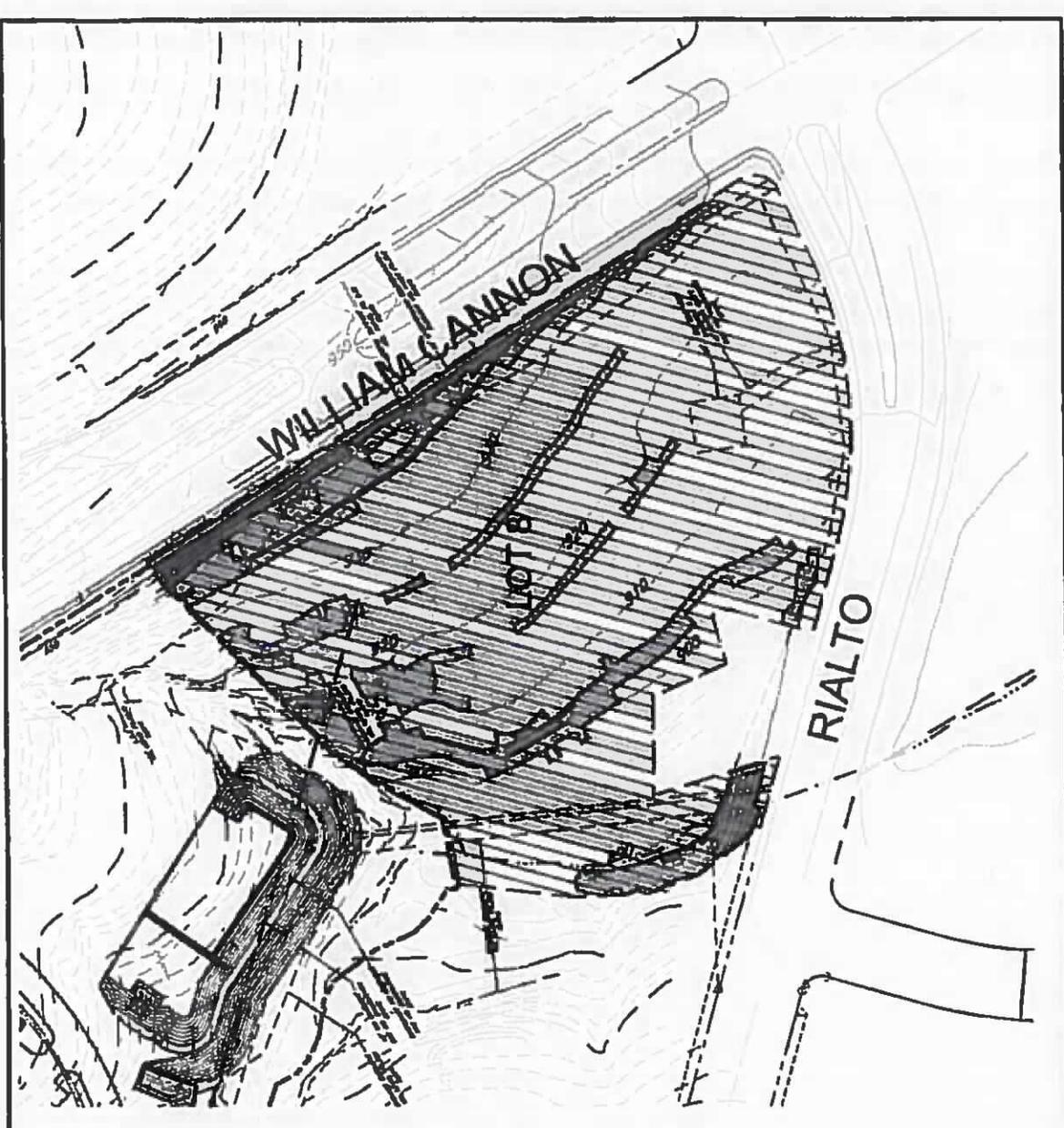


EXHIBIT 2



LOT 8
NET SITE AREA

Total gross site area 8.326
 Site Constraints:
 Critical water quality zone (CWQZ) = 0 Acres
 Water quality disruption zone (WQDZ) = 0.8 Acres
 Wet/creeper/riparian areas = 0.8 Acres
 Disturbance avoided = 0.8 Acres
 Upland area (Gross area minus lot/dedicated land) = 0.228 Acres
 Net Site Area Calculations:
 Area of Uplands with Slopes < 5% = 4.702 ± 100% = 4.702 Acres
 Area of Uplands with Slopes 15-25% = 1.137 ± 10% = 0.431 Acres
 Area of Uplands with Slopes > 25% = 0.318 ± 10% = 0.064 Acres
 Area of Uplands with Slopes > 30 = 0.38 ± 10% = 0.00 Acres
 Net Site Area (total dist) = 258 Acres

Upland Slope	Maximum Slope	Area (±1%)	Area (±4%)	Percent	Color
0-5%	10.00%	4,702 AC ± 1.0%	4,702 AC	78.00 %	<input type="checkbox"/>
15-25%	25.00%	1,137 AC ± 1.0%	1,137 AC	19.83 %	<input type="checkbox"/>
25-30%	30.00%	318 AC ± 1.0%	318 AC	5.88 %	<input type="checkbox"/>
30-35%	35.00%	38 AC ± 1.0%	38 AC	0.61 %	<input type="checkbox"/>

EXHIBIT 2

LJA Engineering, Inc.
 4311 Highway 208 West
 Suite 100
 Aurora, Texas 78013
 Phone 817.484.4320
 Fax 817.484.4316
 Email: info@lja.com

EXHIBIT 3

EXHIBIT 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(PARKLAND)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT STRATUS PROPERTIES OPERATING CO., L.P., a Delaware limited partnership ("*Grantor*"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto CITY OF AUSTIN, a Texas home-rule city and municipal corporation ("*Grantee*"), the following described tracts of land situated in Travis County, Texas:

Lot 8, Block P, LANTANA PHASE I, SECTION 2, a subdivision in Travis County, Texas, according to the map or plat thereof of record under Document No. 200000150, Official Public Records of Travis County, Texas,

together with all of Grantor's right, title and interest in and to improvements, buildings and fixtures thereon and all rights, ways, privileges and appurtenances pertaining thereto, including, without limitation, all right, title, and interest of Grantor in and to (i) any water and wastewater rights, utility and development rights, (ii) mineral rights and royalty interests, (iii) all easements, and adjacent streets, waterways, roads, alleys, or rights-of-way, currently in existence, and (iv) any reversionary rights, if any; to the extent such items pertain to the Property (collectively, the "*Property*").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors, and assigns, forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the exceptions set forth on Exhibit "A" attached to and incorporated in this Deed by reference (the "*Permitted Exceptions*").

CONDITIONS: Grantor conveys this Property to the City of Austin on the condition that by accepting this conveyance, the City of Austin dedicates the Property for park and recreational purposes for the use by the general public of the City of Austin, subject to the Permitted Exceptions, which must be construed as being prior in time to the dedication of the Property for park and recreational purposes, and subject to the rules and regulations promulgated, modified and amended by Grantee from time to time governing the use of park and recreation property.

Grantor and Grantee hereby expressly acknowledge, stipulate and agree that the doctrine of merger shall not apply to any rights, interests, restrictions or encumbrances granted to or enjoyed by

Grantee with respect to the Property prior to the date of this Special Warranty Deed (collectively, the *"Existing Grantee Interests"*) and that the Existing Grantee Interests shall remain in effect separately from the title to the Property conveyed in this Special Warranty Deed, even though the underlying fee ownership of the Property, or any parts thereof, and the ownership of the Existing Grantee Interests are now or hereafter vested in one party or entity.

Grantee assumes the payment of ad valorem taxes and assessments for the current year and for subsequent years.

The consideration for this conveyance, receipt of which Grantor acknowledges, is \$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

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EXECUTED AND DELIVERED this _____ day of _____, 2020.

GRANTOR

**STRATUS PROPERTIES OPERATING CO.,
L.P., a Delaware limited partnership**

By: **STRS L.L.C., a Delaware limited liability
company, General Partner**

By: **STRATUS PROPERTIES INC., a
Delaware corporation, Sole Member**

By: _____
**Erin D. Pickens,
Senior Vice President**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by Erin D. Pickens, Senior Vice President of Stratus Properties Inc., a Delaware corporation, Sole Member of STRS L.L.C., a Delaware limited liability company, General Partner of Stratus Properties Operating Co., L.P., a Delaware limited partnership, on behalf of said corporation, limited liability company and limited partnership.

Notary Public Signature

(seal)

Grantee's Mailing Address:

City of Austin
Office of Real Estate Services
P.O. Box 1088
Austin, Texas 78767-8839

**PARKS AND RECREATION DEPARTMENT
ACKNOWLEDGMENT OF DEDICATION**

The Parks and Recreation Department, by the signature of its duly authorized representative, hereby acknowledges and approves of the dedication of the Property described in the attached Special Warranty Deed for parks and recreational purposes, subject to all provisions and conditions contained therein.

By: _____
Kimberly McNeeley, Director
Parks and Recreation Department

Date: _____

ACKNOWLEDGMENT

**STATE OF TEXAS §
COUNTY OF TRAVIS §**

This instrument was acknowledged before me on _____, 2020 by Kimberly McNeeley, Director, Parks and Recreation Department, City of Austin, a Texas home-rule city and municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas

EXHIBIT "A"

TITLE EXCEPTIONS

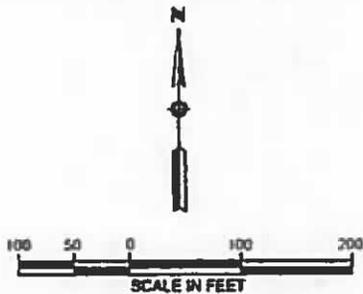
TO FOLLOW

AFTER RECORDING RETURN TO:

City of Austin
Office of Real Estate Services, 13th Floor
P.O. Box 1088
Austin, Texas 78767-8839

Attn: Marsha L. Schulz
File No:
TCAD:

EXHIBIT 4



ADDITIONAL LAND AREA
NET SITE AREA

Total gross site area = 3,350

Site Disturbance

Critical water quality zone (CWQZ) = 0.0 Acres

Water quality transition zone (WQTZ) = 0.0 Acres

Wetland riparian zone = 0.0 Acres

Disturbance subtotal = 0.0 Acres

Upland gross (Gross area minus total wetlands) = 3,350 Acres

Net Site Area Calculations

Area of Uplands with Slopes 0-15% = 2,862 x 100% = 2,862 Acres

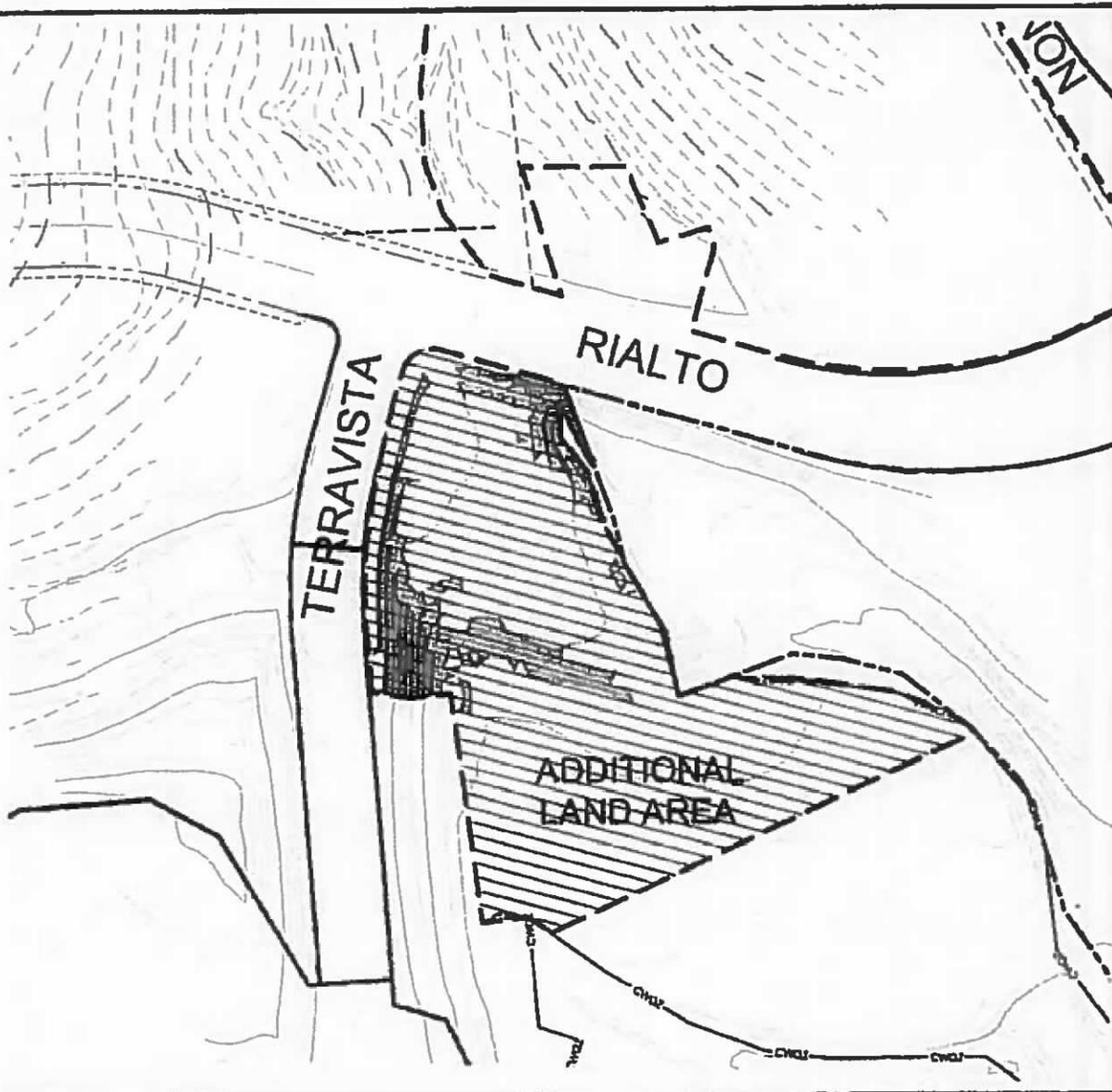
Area of Uplands with Slopes 15-25% = 0.304 x 40% = 0.122 Acres

Area of Uplands with Slopes 25-35% = 0.182 x 20% = 0.036 Acres

Area of Uplands with Slopes > 35% = 0.622 x 0% = 0.0 Acres

Net Site Area (subtotal) = 3,040 Acres

Slopes Table					
Minimum Slope	Maximum Slope	Area (S.F.)	Area (Ac.)	Percent	Code
0-15%	15.00%	1,955,510 S.F.	2,862 Ac.	85.92%	□
15-25%	25.00%	11,238 S.F.	0.254 Ac.	0.76%	■
25-35%	35.00%	7,941 S.F.	0.182 Ac.	0.54%	■
35-50%	50%	6,689 S.F.	0.152 Ac.	0.46%	■



LJA Engineering, Inc.
 5316 Highway 290 West
 Suite 150
 Austin, Texas 78725
 Phone 512 431 0720
 Fax 512 431 0715
 FIC# 1385

EXHIBIT 4