



MEMORANDUM

TO: Conner Kenny, Chair
Planning Commission Members

FROM: Mark Graham, Senior Planner
Planning and Zoning Department

DATE: July 13, 2020

RE: **C14-2020-0016, – 7113 Burnet Road**
Late Backup – Reciprocal Access Easement Agreement

On Thursday, July 9, 2020, Michael Gaudini, Agent with Armbrust and Brown, submitted a copy of the executed and recorded “Reciprocal Access Easement Agreement” that provides signalized access to 7113 Burnet Road. The Agreement was reviewed by Austin Transportation Engineering, Sangeeta Jain, and her comments were revised in the Amanda system on Friday July 10, 2020. These comments were received after the staff report was submitted for the July 14, 2020 Planning Commission meeting. Please see Sangeeta Jain comments below.

Updated July 10, 2020:

“A reciprocal access easement has been created and recorded by the owner with the tract to the north of this site. This will allow for safe ingress and egress from this property at the Greenlawn Parkway, which has a traffic signal. Additional mitigations may be required at the time of site plan, when the land uses and intensities have been finalized.”

Attachment: Reciprocal Access Easement Agreement

JOINT USE ACCESS EASEMENT

5 October 2005



EASE 2006014580
12 PGS

OWNER # 1: ROMAN Corporation
7113 Burnet Road, Suite 101
Austin, Texas 78757
OWNER # 2: Rado Ltd. Co.
7113 Burnet Road, Suite 210
Austin, Texas 78757

PROPERTY: All of the following tracts:
Tract #1: Lot 1, ROMAN Subdivision, Bk.89, Pg.236,
Travis County, Texas
Tract #2: Lot 1, NORTHCROSS-BURNET ADDITION,
Bk.86, Pg.169D & 170A, Travis County, Texas

Each owner declares that the Property must be held, sold, and conveyed subject to the following easements and restrictions to assure access to and from the Property for pedestrian and vehicular traffic.

DEFINITIONS

- 1.01 "Owner" or "Owners" means the record owner, whether one or persons or entities, his, her or its heirs, successors and assigns, of any right, title, or interest in or to the Property or any part thereof.
- 1.02 "Tract" or "Tracts" means the real property, or part of the real property, defined above as "Property".
- 1.03 "Access Tract" means the 5585 square feet of land located as shown and described in metes and bounds and accompanying sketch attached and incorporated respectively as Exhibits 1 and 2.
- 1.04 "Improvements" means all driveway, curb and gutter, drainage, and all other access related improvements installed within the Access Tract.

RESERVATION OF EASEMENTS

- 2.01 The Access Tract is reserved for the nonexclusive right for vehicular and pedestrian ingress and egress for all of the Owners of Tracts 1 and 2 and their respective heirs, successors, assigns, tenants, employees, and invites:
 - (1) to and from the adjacent right-of-way of Burnet Road;
 - (2) across common property lines between the Tracts.

2.02 Each Owner must maintain its Tract, and the portion of the Access Tract located on its Tract, and all improvements, to allow continuous free vehicular and pedestrian ingress and egress as set out in Section 2.01.

Each owner will agree on a mutually acceptable mediator should dispute occur in regard to responsibility of operation and maintenance of the joint use drivesway and will share the costs of mediation equally. Each right and obligation under this Section inure to each Owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

ENFORCEMENT

3.01 Any Owner or the City of Austin may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Joint Use Access Easement. Failure to enforce any easement or restriction created in this Declaration does not waive the future right to do so.

MODIFICATION OR TERMINATION

4.01 This Joint Use Access Easement may be modified, amended, or terminated only by the joint action of both (a) the Director of Watershed Protection and Development Review Department of the City of Austin, or successors department, (b) all of the Owners of the Property at the time of such modification, amendment, or termination, and (c) any mortgagee holding first lien security interest on any portion of the Property. Such joint action only becomes effective after it is reduced to writing, signed by the Director of the Watershed Protection and Development Review Department of the City of Austin or its successor department and filed in the Real Property Records of Travis County.

CONFORMANCE WITH ALL APPLICABLE LAWS

5.01 Nothing in this Joint Access Easement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, requirement in effect at the time the act or omission would occur. Provisions in this agreement which may require or permit such violation shall yield to the law, regulation or requirement.

OBLIGATION TO RUN WITH THE LAND

6.01 The obligations of each Owner created in this Joint Use Access Easement run with the land defined as the Property.

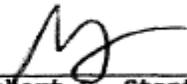
SEVERABILITY

7.01 If any part, or application of this Joint Use Access Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Joint Use Access Easement are not affected thereby. All provisions of this Joint Use Access Easement are severable to maintain in full force and effect the remaining provisions of this Joint Use Access Easements.

NON-MERGER

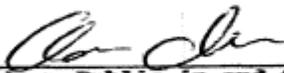
8.01 This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any part thereof, is vested in one party or entity.

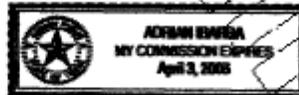
Executed by Owner #1, this 10th day of October, 2005.

BY: 
Robert P. Stanton, President
RONAN Corporation

STATE OF TEXAS
COUNTY OF TRAVIS

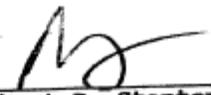
This instrument was acknowledged before me on this 10th day of October, 2005 by Robert P. Stanton, President of RONAN Corporation, a U.S. Virgin Islands Corporation on behalf of said corporation.


Notary Public in and for the State of Texas
My Commission Expires: 4/3/06



Executed by Owner #2, this 10th day of October, 2005.

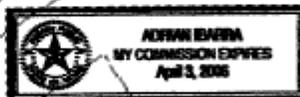
BY:


Robert P. Stanton,
Operating Manager,
Rado, Ltd. Co.

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10th day of October, 2005 by Robert P. Stanton, Operating Manager, Rado Ltd. Co., a Texas Limited Liability Company, on behalf of said company..


Notary Public in and for the State of Texas
My Commission Expires: 4/3/06



ACCEPTED: CITY OF AUSTIN

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: Richard Thomas

Official Document

Affidavit that there is No Lien Against the Referenced Property

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Robert Stanton, President of Ronan Corporation, who being known to me duly sworn, stated as follows:

1. "My name is Robert Stanton. I am President of Ronan Corporation and am authorized by Ronan Corporation to make this affidavit. I am above the age of eighteen years, am of sound mind and am fully qualified to make this Affidavit. I have personal knowledge of the facts contained herein as an officer of the corporation who holds title to the property and I have recently reviewed the corporation's records of ownership of this property.

2. There is no lien held by any person, including any bank or similar corporate person, against the property described as Lot 1, Ronan Subdivision , a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 89, Page 236, of the Plat Records of Travis County, Texas.

or

described on the attached and incorporated ~~Exhibit A~~.

"Further Affiant sayeth not."

Ronan Corporation

By: 
Name: Robert Stanton
Title: President

State of Texas §
County of Travis §

SUBSCRIBED AND SWORN TO BEFORE ME on this 16 day of
December, 2005 to certify which witness my hand and official seal.

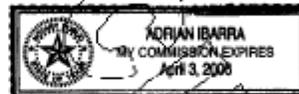
Notary Public

State of Texas §
County of Travis §

On December 16th, 2005, before me, Adrian Ibarra [name of notary], Notary Public, personally appeared Robert Stanton, President of Ronan Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Public



Lienholder Consent to Grant of Restrictive Covenants

STATE OF TEXAS §
COUNTY OF TRAVIS §

Recitals:

Rado Ltd., Co., is the Owner (called "Owner", whether one or more) of the following property:

That tract of land situated in Travis County, Texas described in the attached and incorporated **EXHIBIT "A"** ("Property").

Ronan Corporation ("Lienholder") * holds a lien against the Property under the following described documents:

Deed of Trust dated **December 31, 1996**, from **Allendale Investments** to **Allen Craig**, Trustee, securing the payment of one promissory note of even date in the original principal amount of \$200,000 payable to **Lienholder***, of record in Document Number 00005600118, of the Official Public Records of Travis County, Texas.

Owner has granted to the City of Austin ("City") a Restrictive Covenant against and running with the Property.

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. **Ronan Corporation** consents to the grant of Restrictive Covenants against and running with the Property, which is executed contemporaneously herewith.
2. **Lienholder** subordinates all of its liens on this Property to the rights and interests of the City, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Restrictive Covenants or the Property.
3. **Lienholder** affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on Dec 16, 2005.

Ronan Corporation

By: _____
Name: **Robert Stanton**
Title: **President**

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

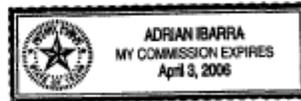
Before me Adrian Ibarra (Notary name), Notary Public, on this day personally appeared Robert Stanton (signer's name), President of Ronan Corporation, known to me to through drivers license # Tx to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of December, 2005

Adrian Ibarra
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin
Watershed Protection and Development Review Department
P.O. Box 1088
Austin, Texas 78767
Project Name: Crabby Jack
Attn: Emily Barton [Project Manager]
Case No. SP-05-1164C



UNRECORDED Document

EXHIBIT #1

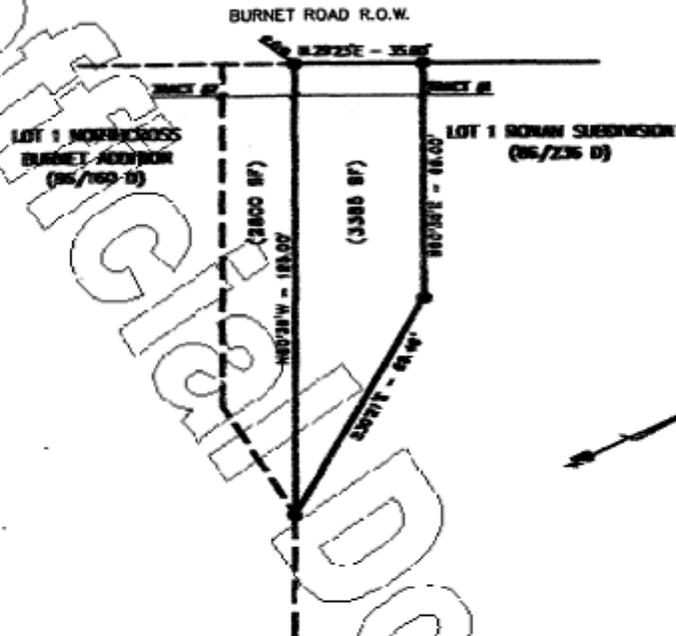
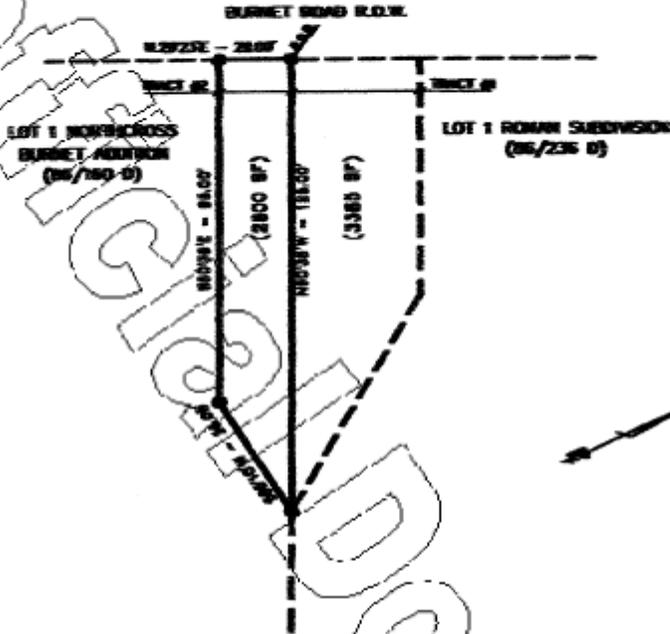


EXHIBIT #2



METES and BOUNDS: Tract #1

Beginning at the common property corner of Lot 1, **ROMAN** Subdivision and Lot 1, Northcross-Burnet Addition located on the east right-of-way line of Burnet Road:

THERECE: Along the east right-of-way line of Burnet Road, N 29°23' E, 35.00 feet to an angle point,

THERECE: S 60° 36' E, 65.00 feet, and

S 30° 21' E, 69.46 feet to a point on the common property line of said two tracts,

THERECE: Along said common property line, N 60°36' W, 125.00 feet to the Point of Beginning and containing 3,385 square feet of land out of Lot 1, **ROMAN** Subdivision.

METES and BOUNDS: Tract #2

Beginning at the common property corner of Lot 1, **ROMAN** Subdivision and Lot 1, Northcross-Burnet Addition located on the east right-of-way line of Burnet Road:

THERECE: Along the common Lot Line of said two tracts, S 60°36' E, 125.00 feet to an angle point,

THERECE: S 86° 10' W, 36.05 feet, and

N 60° 36' W, 95.00 feet to a point on the east right-of-way line of Burnet Road,

THERECE: Along the east right-of-way line of Burnet Road, N 29° 23' E, 20.00 feet to the point of Beginning and containing 2,800 square feet of land out of Lot 1, Northcross-Burnet Addition.

Recorder's Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Jan 27 10:18 AM 2006014580

CORTEZY \$60.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS