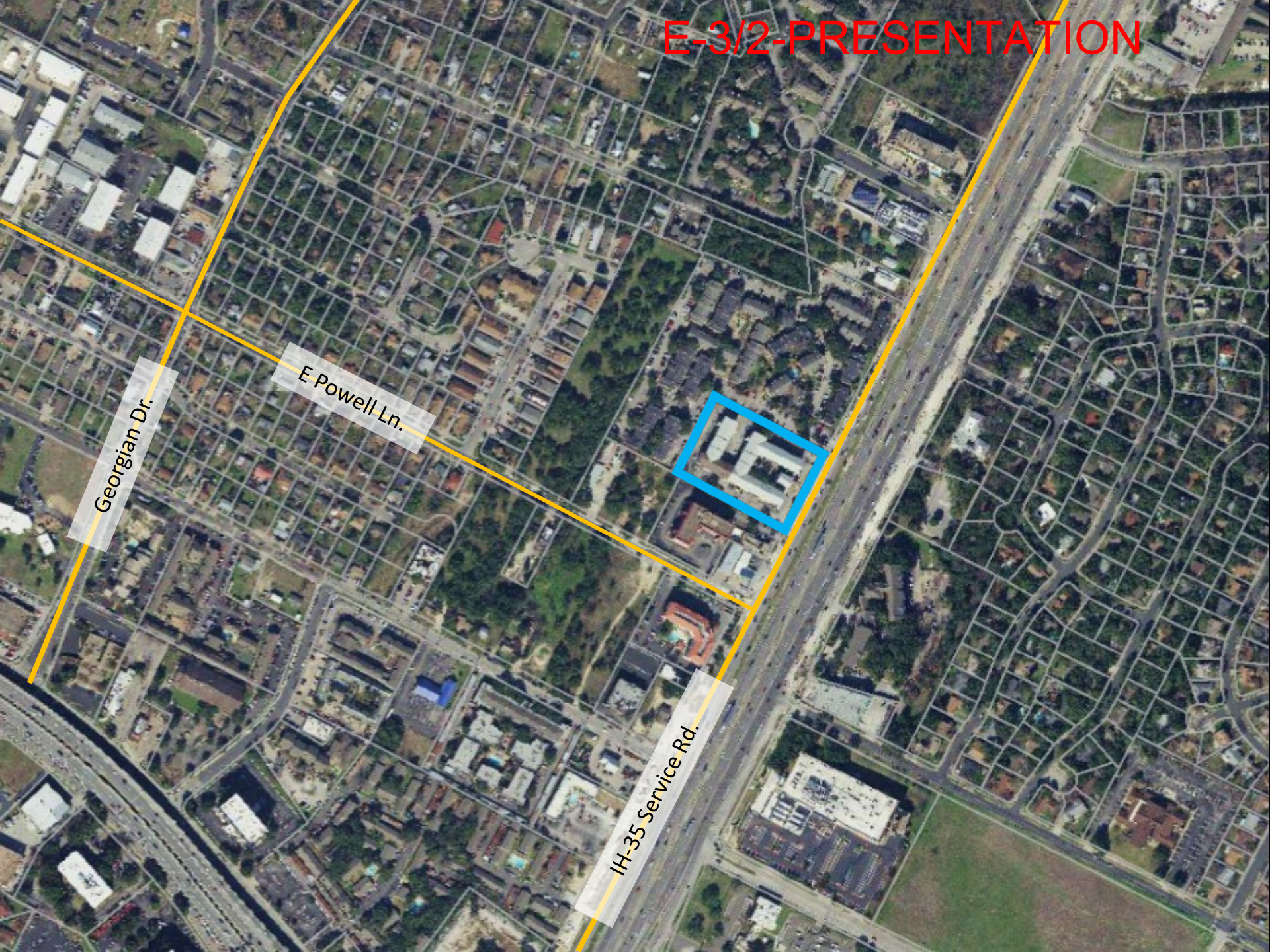


8300 N IH-35 SVRD SB

Board of Adjustment

July 12, 2021

E-3/2-PRESENTATION




Georgian Dr.

E Powell Ln.

IH-35 Service Rd.

E-3/3-PRESENTATION



8300 N IH-
35 SVRD SB
Site:
3 acres
130,680 SF

600 E
Powell Ln.
Site:
1.74 acres
75,795 SF

Hardship

- The hardship incurred is caused by the conversion of a hotel into a dense, affordable multifamily use.
- Since the parking for the hotel and the location of the units has been established, and the conversion to a multifamily use must fit within the historical parameters, in order to provide code-required parking, the owner must:
 - a) Shutter existing units (approx. 34 units); or
 - b) Utilize offsite parking (with the expense being passed on to the tenants).
- In a “greenfield” development or a redevelopment where the improvements are razed, this hardship would not occur.
- The redevelopment is proceeding in this manner in order to preserve the deepest levels of affordability that is economically viable for the entire project.

Hardship

Parking:

Bedroom Type	Total Units	Required Parking per Unit	Required Parking
Studio	67	1	67.0
1-bedroom	138	1.5	207.0
2-bedroom	21	2	42.0
Total	226 units		316
Total parking with §25-6-478 (E2) Reduction: $317 * 0.9$			284

Request:

- Approx. additional 18% reduction to minimum parking requirements.

E-3/6-PRESENTATION



Choices

Options	Parking Spaces		Impact on Rent	Impact on Density
	On-Site	Off-Site		
A	239 spaces	0	None	None
B	239 spaces	44 spaces	Raise Rents	None
C	239 spaces	0	None	Lose: 20 1-bedrooms 14 Studios

Project Summary

- Reuse existing extended stay hotel building for a deeply Affordable multifamily residential use
- 218 hotel units = 226 proposed residential units
 - 67 studios
 - 138 one-bedroom units
 - 21 two-bedroom units
- 50% of units @ 60% MFI
 - Affordable for 40 years
 - Affordable units will match overall unit mix

Request

Requesting a variance from LDC § 25-6, Appendix A (Tables of Off-Street Parking and Loading Requirements) for Multifamily Use to decrease the parking requirements for 1-bedroom and dwelling units larger than 1-bedroom to 1 space in order to convert existing hotel into deeply Affordable multifamily use.

- Create new 10-foot pedestrian trail to Powell Lane.
- Contribute \$25,000 for construction of trail.
- Utilize Powell Lane site for two years as temporary parking.

E-3/10-PRESENTATION



E-3/11-PRESENTATION

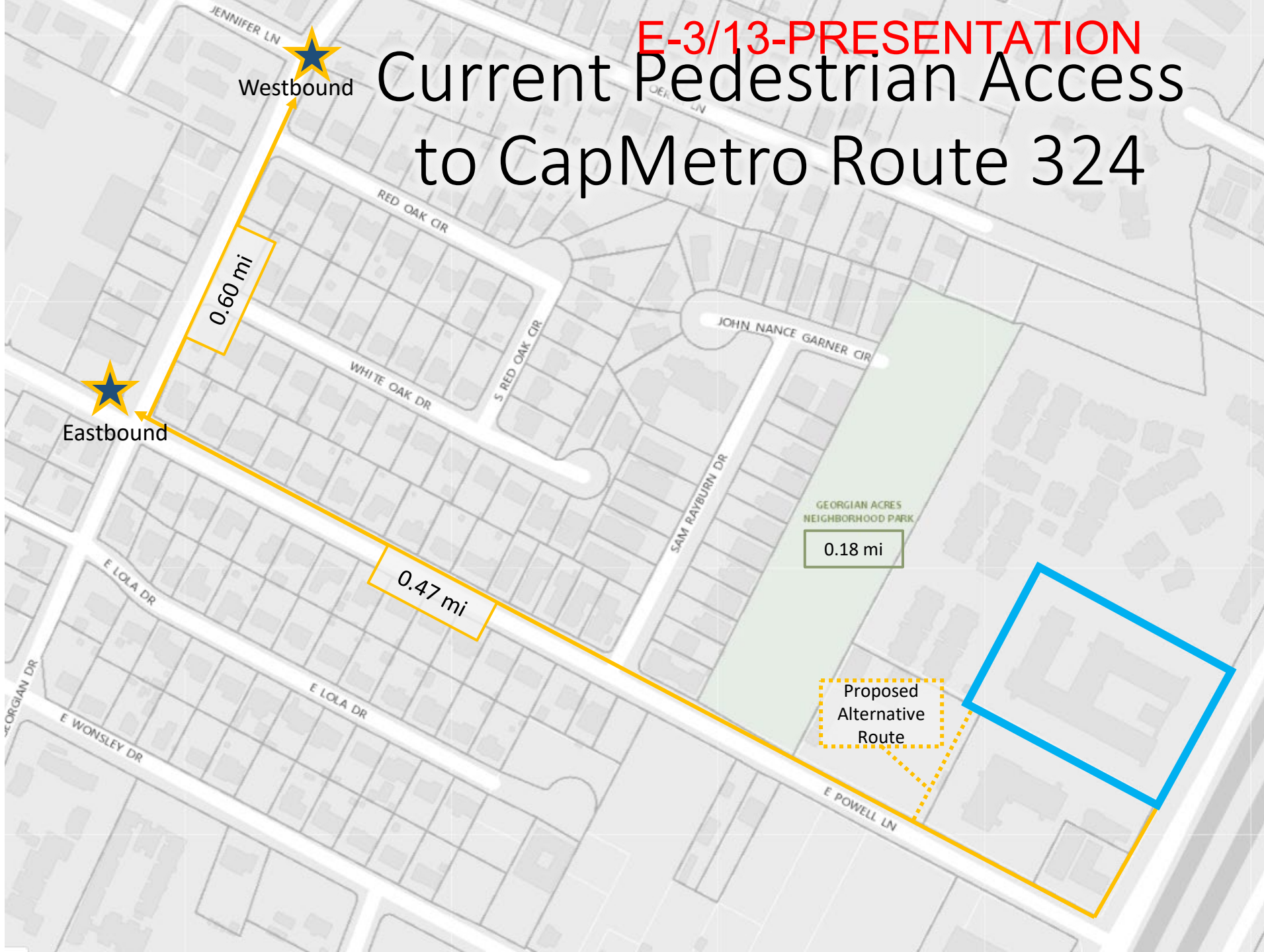


Safe Access to Mass Transit

- 10-foot pedestrian use easement along eastern property line at 600 Powell Lane.
- \$25,000 contribution for construction of trail.
- Reduces travel time to eastbound and westbound stops by ↓32% and ↓14%, respectively.
- Provides pedestrians with safe passageway to park and CapMetro bus stops.

E-3/13-PRESENTATION

Current Pedestrian Access to CapMetro Route 324



E-3/14-PRESENTATION

Westbound

Safe Pedestrian Access to Park and CapMetro Route 324

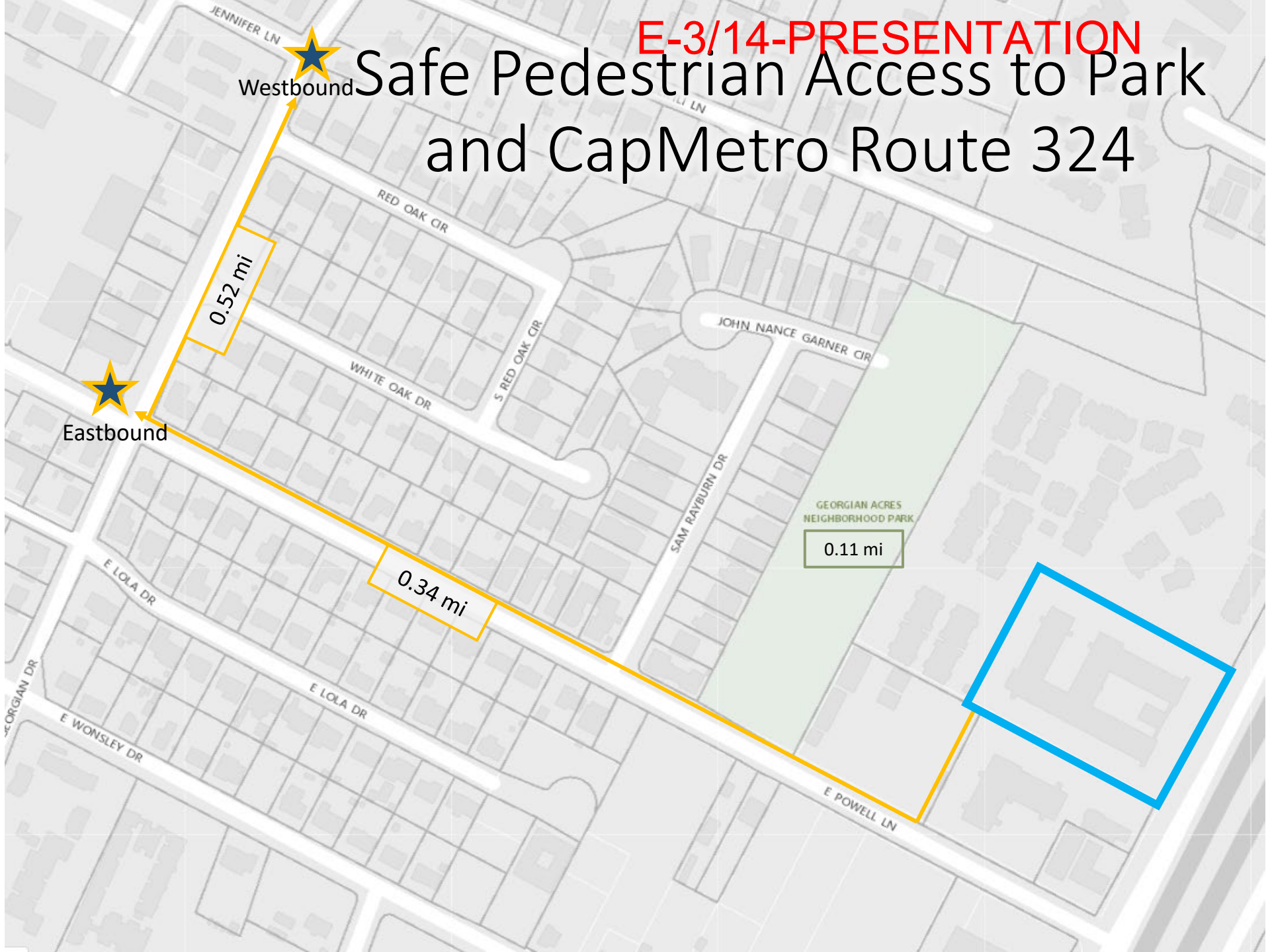
Eastbound

0.52 mi

0.34 mi

0.11 mi

GEORGIAN ACRES
NEIGHBORHOOD PARK



U.S. Department of Transportation

Pedestrian Safety Guide for Transit Agencies

[< Previous](#)
[Table of Content](#)
[Next >](#)

Chapter 4: Actions to Increase the Safety of Pedestrians Accessing Transit

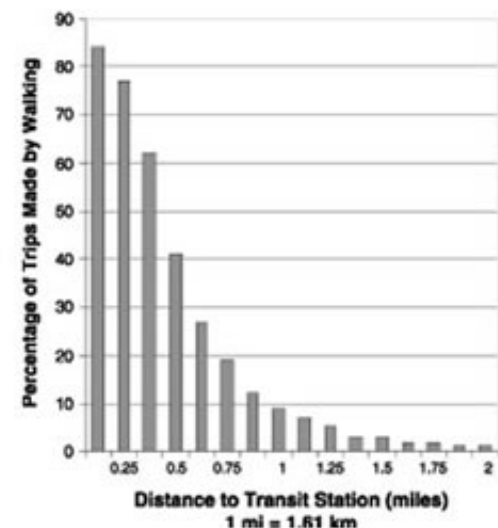
Understanding pedestrian characteristics and facilities (e.g., sidewalks, crosswalks, pedestrian signals, etc.) is an important step in providing safe access to transit systems. This section introduces basic pedestrian safety concepts to help readers understand issues, solutions, and resources that are presented in other parts of this guide. Concepts addressed in this chapter include:

- Typical walking distance to transit.
- Motor vehicle speed and pedestrian safety.
- Pedestrian characteristics and behavior.

A. Typical Walking Distance to Transit

Most people are willing to walk for five to ten minutes, or approximately $\frac{1}{4}$ - to $\frac{1}{2}$ -mile to a transit stop (see figure below). However, recent research has shown that people may be willing to walk considerably longer distances when accessing heavy rail services. Therefore, in order to encourage transit usage, safe and convenient pedestrian facilities should be provided within $\frac{1}{4}$ - to $\frac{1}{2}$ -mile of transit stops and stations, and greater distances near heavy rail stations. Note that bicyclists are often willing to ride significantly further than $\frac{1}{2}$ -mile to access rail transit stations, so safe facilities should be provided for bicycling within a larger catchment area around transit hubs.

Transit route spacing and location are important considerations for pedestrian access to transit. For example, in a city with a regular street grid pattern of streets, appropriate stop spacing can be achieved when transit routes are spaced between $\frac{1}{2}$ - to 1-mile apart. If the stops on these routes are spaced $\frac{1}{8}$ - to $\frac{1}{4}$ - mile apart, then a majority of the people in the neighborhoods served by the transit system will be within $\frac{1}{4}$ - to $\frac{1}{2}$ -mile of a transit stop.⁷⁰



E-3/16-PRESENTATION

CapMetro Eastbound Stop



CapMetro Westbound Stop



324

Georgian/Ohlen



LOCAL



E-3/19-PRESENTATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is entered into by and among **Artesia 2018 Investments LLC**, a Texas limited liability corporation ("Owner"), and **HOMEbase TEXAS**, a Texas non-profit corporation ("HomeBase"), as of the ____ day of September, 2019.

RECITALS

WHEREAS, Owner owns the tract of land described in City of Austin Variance Case No. C15-2019-0040 more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Owner intends to utilize the existing improvements as multifamily (the "Project"), and, in order to do so, has made application for a variance to the site area requirements described in City Code Subchapter E, Article 4, Mixed Use Combining District, Section 4.2.1 (D)(6)(c) from a minimum requirements of 210,800 square feet (required) to 130,680 from the City of Austin ("City") in Variance Case No. C15-2019-0040 (the "Variance Case");

WHEREAS, Owner intends to redevelop the Property described as Lot 2, Dinerstein Addition No. 2, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 80, Page 72, of the Plat Records of Travis County, Texas ("Artesia Property"), and, in connection therewith, has submitted a variance application to the City in Variance Case No. C15-2019-00404 (the "Artesia Variance Case");

WHEREAS, Owner has agreed upon approval of the Variance Case ("Variance Approval"), the Property shall be restricted by these covenants, and that these conditions shall be filed of record with the Official Public Records of Travis County, Texas, and shall henceforth bind the Owner and its successors and assigns, and restrict the use of the Property as described herein, and such restrictions shall be made enforceable by HomeBase through this Declaration;

WHEREAS, upon the effective date of the Variance Approval of the Variance Case, and subject to all of the terms and conditions of this Declaration, Owner has voluntarily agreed to henceforth restrict the Property with certain restrictive covenants, which are described herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions of this Declaration, the undersigned agrees to hold, sell and convey the Property subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this

Declaration.

I. DECLARATIONS AND AGREEMENTS

- 1.1 Utilization of Variance Entitlements. Owner may only utilize the entitlements made applicable to the Property by the Variance Case if the Project contains the conditions expressed in this covenant.
- 1.2 Covenants, Conditions and Restrictions upon Property. Owner declares that the Property is subject to the following covenants, conditions and restrictions, which shall run with the Property and bind all parties having right, title, or interest in or to the Property or any part, their respective heirs, successors, and assigns. Each deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to these covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in the deed or conveyance.
 - 1.2.1 Affordability Requirements. Commencing on the date the City of Austin issues a certificate of occupancy for the project developed on the Property (the "Project") that utilizes entitlements granted by the variance and continuing for a period of forty (40) years thereafter (the "Affordability Period"), fifty percent (50%) of the residential units within the Project shall be reserved as affordable for rental by households earning no more than sixty percent (60%) of the annual median family income in the Austin statistical metropolitan area, as determined by the director of the City of Austin's Neighborhood Housing and Community Development Office (the foregoing restriction and covenant being referred to herein as the "Affordability Restriction"). The bedroom count mix for the affordable units must be proportional to the overall bedroom count mix within the overall development.

II. DEFAULT AND REMEDIES

- 2.1 Remedies. Following the occurrence of a breach of Owner's obligations under Section 1.2 of this Declaration, only HomeBase, including its successors and assigns, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If Owner shall fail to comply with any term, provision or covenant of this Declaration and shall not cure such failure within thirty (30) days after receipt of written notice (or if the default is of such character as to require more than thirty (30) days to cure and the Owner shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter) from HomeBase to the Owner of such failure, HomeBase shall have the option of pursuing any remedy it may

have at law or in equity, including, without limitation, specific performance or injunctive relief from a court of competent jurisdiction.

III. GENERAL PROVISIONS

- 3.1 No Third-Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the parties hereto, and their successors and assigns, and not for the benefit of any third person, including without limitation, the City of Austin, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or the public.
- 3.2 No Dedication. No provision of this Declaration shall ever be construed to grant or create any rights whatsoever in or to any portion of the Property other than the covenants, conditions and restrictions specifically set forth herein. Nothing in this Declaration shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.
- 3.3 Notice. All notices required or permitted to be given hereunder, or given in regard to this Declaration, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) one (1) business day after being placed in a prepaid package with a national, reputable overnight courier addressed to the other party at the address hereinafter specified; or (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Owner may change their respective addresses for notices by giving five (5) business days' advance written notice to the other in the manner provided for herein. Until changed in the manner provided herein, Owner and Homebase's address for notice is as follows:

Owner:

Artesia 2018 Investments LLC
1000 E. Cesar Chavez Street, Suite 200
Austin, Texas 78702
Attn: Colin Brothers

With a copy to:

Drenner Group, P.C.
200 Lee Barton Drive, Suite 100
Austin, Texas 78704

E-3/23-PRESENTATION

Attn.: Stephen O. Drenner

HomeBase

HomeBase Texas

Attn: Phyllis Snodgrass

500 West Ben White Blvd., Suite 100

Austin, Texas 78704

- 3.4 Attorney's Fees. The unsuccessful party in any non-appealable and final action brought to enforce this Declaration shall pay to the prevailing party a reasonable sum for costs incurred by the prevailing party in enforcing this Declaration, including reasonable attorneys' fees and court costs.
- 3.5 Entire Declaration. This Declaration constitutes the entire agreement between the parties hereto regarding the matters set forth herein. The parties do not rely upon any statement, promise or representation with respect to the matters set forth herein that is not herein expressed, and, except in accordance with Section 3.11 below, this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.
- 3.6 Severability. If any provision of this Declaration shall be declared invalid, illegal or unenforceable in any respect under any applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this Declaration that is held invalid, illegal or unenforceable, that be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may possible and be legal, valid and enforceable.
- 3.7 Rights of Successors; Interpretation of Terms. The restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land. Subject to the other provisions hereto, this Declaration shall bind and inure to the benefit of the parties and their respective successors and assigns. Reference to "Owner" includes the future owners of their respective portions of the Property, including any portions of the Property that may in the future be created as separate tracts pursuant to a resubdivision of any portion of the Property. The singular number includes the plural and the masculine gender includes the feminine and neuter.
- 3.8 Estoppel Certificates. Owner (or any mortgagee holding a first lien security interest in

any portion of the Property) may, at any time and from time to time, in connection with the leasing, sale or transfer of its tract, or in connection with the financing or refinancing of its tract by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to the other party requesting that such party execute a certificate, in a form reasonably acceptable to such party, certifying that, to such party's then current actual (not constructive) knowledge, (a) the other party is not in default in the performance of its obligations to or affecting such party under this Declaration, or, if in default, describing the nature and amount or degree of such default, and (b) such other information regarding the status of the obligations under this Declaration as may be reasonably requested. A party shall execute and return such certificate within twenty (20) days following its receipt of a request therefor.

- 3.9 Counterparts; Multiple Originals. This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 3.10 Conflict with Ordinance. To the extent that any of the covenants, conditions and restrictions contained within this Declaration conflict with terms or conditions addressed in the variance issued by the City of Austin in connection with the Variance Case, or any supporting materials, for purposes of this Declaration the terms and conditions of this Declaration shall control.
- 3.11 Approval of the City Applications. Notwithstanding any other provision of this Declaration to the contrary, the agreements of Owner reflected herein are conditioned upon final approval of the Variance Case by the City of Austin Board of Adjustment, with no subsequent appeal, and in a form and on terms and conditions acceptable to Owner in its sole discretion. If the Variance Approval is not granted in a form acceptable to Owner, the covenants, conditions and restrictions contained within this Declaration shall not be applicable and shall be terminated. To the extent that (i) this Declaration is not deemed applicable and terminated pursuant to the immediately preceding sentence, (ii) at any time following the expiration of the Affordability Period, (iii), or on any day following the date the Project ceases to exist as a result of a redevelopment that does not include residential multifamily housing, this Declaration shall be deemed of no further force and effect and shall terminate and an affidavit executed by Owner and recorded in the Official Public Records of Travis County, Texas, certifying the facts supporting and evidencing the termination of this Declaration (a "Termination Affidavit") shall be deemed sufficient to release this Declaration from the Official Public Records of Travis County, Texas, such that this Declaration shall no longer encumber the Property. Third parties shall have the right to rely on such Termination Affidavit, provided, however, at Owner's request and expense, HomeBase shall execute and acknowledge a counterpart to such Termination Affidavit.

E-3/25-PRESENTATION

- 3.12 Effective Date. This Declaration shall become effective upon the final effective date of the Variance Case by the City of Austin in a form acceptable to Owner. If the Variance Case is not approved in a form acceptable to Owner, then, consistent with Section 3.11 above, this Declaration shall be void and of no effect.


[The Remainder of This Page Is Intentionally Left Blank. Signature Pages Follow.]

EXECUTED, effective as of the Effective Date as provided herein above.

OWNER:

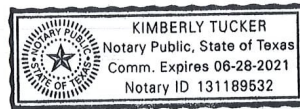
Artesia 2018 Investments LLC,
a Texas limited partnership

By: ARE Ventures LLC,
a Texas limited liability company,
its Manager

By: 
Colin Brothers, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9 day of September, 2019, by Colin Brothers, Manager of ARE Ventures LLC, a Texas limited liability company, the Manager of Artesia 2018 Investments LLC, a Texas limited liability company, on behalf of said entities.




Notary Public, State of Texas

HomeBase is executing this Declaration solely for the purpose of having the ability to enforce the Affordability Restriction pursuant to the express terms of this Declaration.

HOMEBASE:

HOMEBASE TEXAS, a Texas non-profit corporation

By: Phyllis Snodgrass

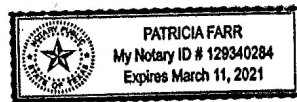
Name: Phyllis Snodgrass

Title: Authorized Person

STATE OF TEXAS §

 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9 day of Sept, 2019, by Phyllis Snodgrass, the Authorized Person of TEXAS HOMEBASE, a Texas non-profit corporation, on behalf of the non-profit corporation.



Patricia Farr
Notary Public, State of Texas

E-3/28-PRESENTATION

Exhibit A

Property

Lot 2, Dinerstein Addition, according to the map or plat thereof recorded in Volume 80,
Page 72, Plat Records of Travis County, Texas.

E-3/29-PRESENTATION



E-3/30-PRESENTATION



Pedestrian Access to Powell Ln.





*Scan the QR
code to see an
online version of
this route map.*

DESTINATIONS

- Northcross Mall
- Walmart
- Village Shopping Center
- Burnet Middle School
- Target
- Cook Elementary School
- HEB
- Little Walnut Library
- Guerrero Thompson Elementary School
- Barrington Elementary School
- ACC Highland
- Highland Station