

The Undersigned
Neighbors of North Loops

July 24, 2025

Zohaib “Zo” Qadri
Councilmember District 9
District9@austintexas.gov

José “Chito” Vela
Councilmember District 4
District9@austintexas.gov

Re: Request for Postponement of July 24, 2025 Agenda Items 149 (C14-2024-0112); 150 (C14-2024-0113), and 151 (C14-2024-0114)

Dear Councilmembers Qadri and Vela:

By this letter the sixteen (16) undersigned residents of the North Loop neighborhood respectfully request you support a postponement of the above-referenced agenda items currently included on the July 24, 2025 council agenda.

As councilmembers may be aware, three rezoning requests, as above-referenced, were submitted on behalf of the owner (“Applicant”) of nine parcels of real property located in the North Loop neighborhood. The seven lots in applications -0112 and -0113 are located in District 4, and the two lots in application -0114 are located in District 9. See Exhibit “A”, attached hereto, for a schematic showing the outlines of the three zoning cases. Applicant submitted the zoning cases in January 2025 to the zoning and platting commission without first consulting the North Loop Plan Contact Team (“NLPCT”). Thereafter, NLPCT endeavored to work with Applicant to get specifics of the development intended for the three zoning cases and reach an understanding of the intended development that NLPCT could support. Applicant made an assurance at a NLPCT meeting in March 2025 that a memorandum of understanding (“MOU”) would be entered into in exchange for support by NCPCT of the zoning cases. Thereafter NLPCT and Applicant drafted an MOU for the three cases, a copy of the draft MOU dated April 9, 2025 is attached as Exhibit “B”, hereto. Importantly, the MOU addressed all three zoning cases.

At the April 24, 2025 city council meeting, Applicant’s representative agreed on the record at the podium that the Applicant intended to enter into an MOU with NLPCT and have such document agreed to and executed prior to the third reading of the three zoning cases. (See transcript of the April 24, 2025 meeting attached hereto as Exhibit “C”, with the relevant portions of the transcript highlighted.) As of the date of this letter, such an MOU has not been agreed to by the parties, despite much work to finalize an agreement. In contravention of the on-the-record agreement made at the April 24th council meeting, Applicant now seeks to have the second and third readings approved on July 24th by council without an agreed-to MOU addressing the three zoning cases. Additionally, at the

late date of July 16, 2025, a mere seven days prior to the upcoming council meeting, Applicant submitted to NLPCT for review a declaration of covenants, conditions and restrictions that fails to include zoning case 0114, a material and unagreed-to revision to the MOU.¹ The late date of July 16 also did not allow for proper notice of a meeting of the NLPCT so that NLPCT could review the declaration and assure ourselves that the declaration reflected the principle points of the MOU.² Importantly, the neighbors have agreed to drop DB90 as a restriction to Site 3, as a sign of good faith negotiations and moving these three matters to final, amicable resolution for all the parties. Thus, as Councilmembers can well see, any “delay” has been caused solely by the Applicant.

For the above reasons, the undersigned persons respectfully request Items 149, 150, and 151 be postponed, to as early as the next available council meeting, to allow NLPCT time to properly review and vote on the agreed-to declaration and, we hope, execute a declaration with Applicant encompassing the real property at issue in all three zoning cases.

Sincerely,
The Undersigned Neighbors of North Loop

Cc: Leah Bojo, Drenner Group (via email)
Natalie Deller (District 9 staff) (via email)
Timothy Bray (District 4 staff) (via email)
Brian Bedrosian, NLNA President (via email)
Cynthia Hadri, City of Austin Case Manager (via email)

¹ See attached hereto as **Exhibit “D”** a redline of these declarations reflecting the agreed-to points of the MOU, most importantly the inclusion of Site 3. This redline was emailed to Applicant on Monday, July 21, 2025, and Applicant stated they would not include Site 3, in direct contravention of what Applicant agreed to at the April 24th council meeting.

² The NLPCT by-laws require that notices of specially called meetings “must be distributed not less than 7 days before the meeting date.” Bylaws avail. at <https://northloopatx.org/what-we-do/north-loop-plan-contact-team/>. Brian Bedrosian, NLPCT Chair, first received a draft of a document entitled “Declaration of Covenants, Conditions and Restrictions” on Wednesday July 16, 2025; Brian then sent notice of these declarations on Thursday July 17, 2025 to NLPCT members. Importantly, this document lacked any mention of Site 3, in direct contravention of the agreed-to-in-principle MOU, which did contain restrictions to Site 3. The soonest that a properly convened meeting of NLPCT could occur could not have been until yesterday, July 23, 2025, a mere one day before today's July 24, 2025 city council meeting.

The Undersigned Neighbors of North Loop:

Rachel Forster
5203 Martin Ave., Bldg. 2

Jennifer Hopgood
5202 Martin Ave.

Adnan Prcic
5203 Martin Ave., Bldg. 2

Teresa Anderson
5213 Evans, Owner of Units A & B

Marika Cabral
5110 Martin Ave.

Patrick Erichson
5201 Evans Ave.

Witt McCall Featherston
5210 Duval St.

Allison Lang
5202 Martin Ave.

LaDonne Lloyd
5113 Martin Ave.

Edward Morris
5304 Martin Ave., #C

Pennye Perin
Commercial bldg, 5206 Eilers Ave. & home, 5207 Eilers Ave.

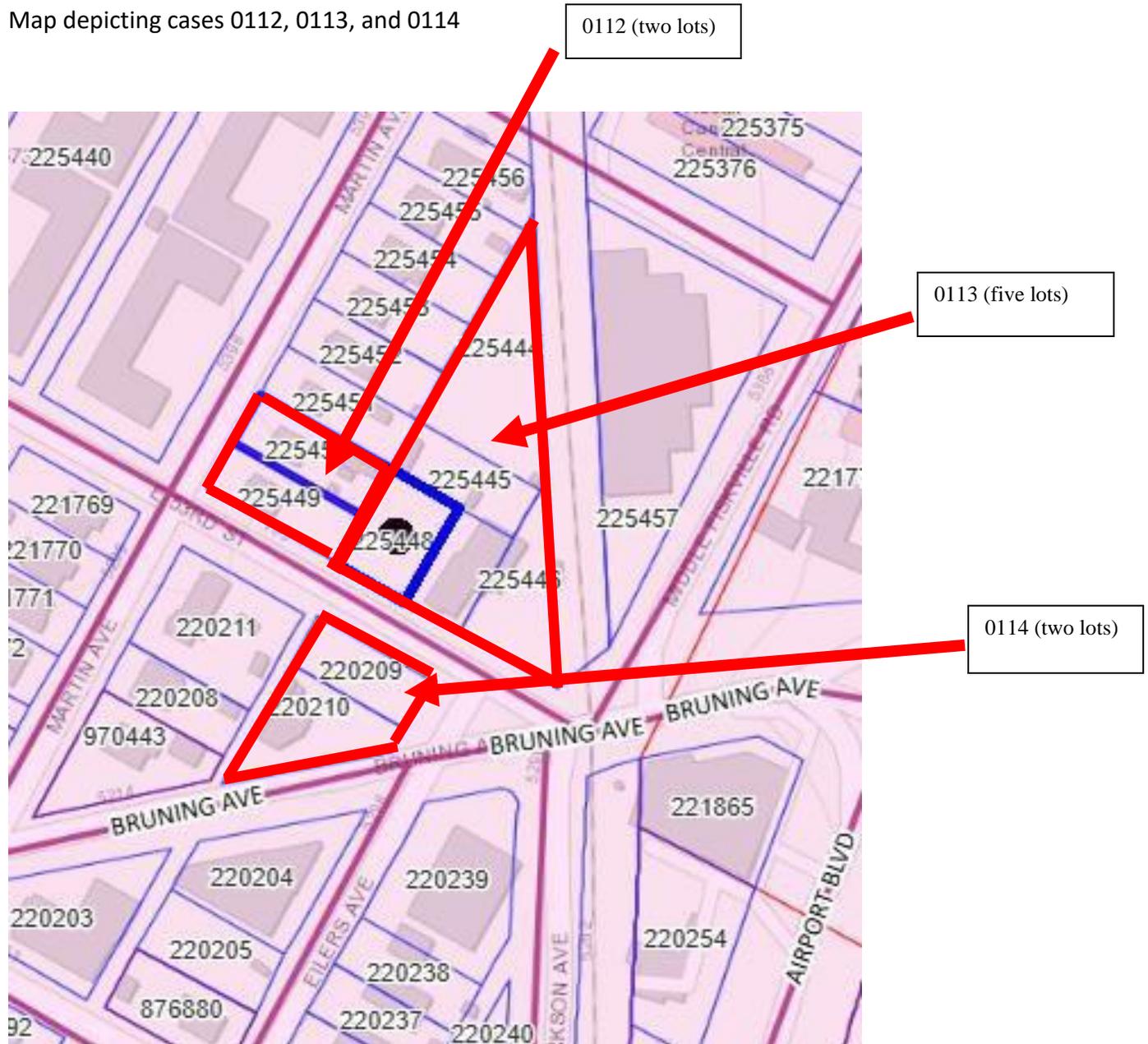
Sriyutha Reddy & Daniel Schofield
5204 Martin Ave.

Alex Simons
101 E. 56th St.

Brooklyn Stephens & Laura Gamboa
5203 Martin Ave., Bldg 1

Exhibit "A"

Map depicting cases 0112, 0113, and 0114





April 9th, 2025

MEMORANDUM OF UNDERSTANDING – 53rd & BRUNING

This document is meant to serve as a Memorandum of Understanding (MOU) between the North Loop Neighborhood Plan Contact Team (the “neighborhood” or NLNPCT) and applicant for the properties known as Jim’s Discount Auto (the “applicant” or Drenner Group). These properties include the current site of Jim’s Discount Auto (site #2 – case #C14-2024-0113), the two residential properties to the west on the north-east corner of Martin and 53rd Street (site #1 – case #C14-2024-0112), and the trapezoidal property to the south of the auto lot at the southwest corner of Bruning Ave and 53rd Street (site #3 – case #C14-2024-0114).

The applicant is requesting that the neighborhood support their request to change the zoning for these properties to allow for mixed use and additional height. The neighbors are supportive of both of these entitlements as they are consistent with our neighborhood plan and generally in line with our current community goals. That said, the request for DB90 across all three sites - specifically the 90ft of allowed height without residential compatibility, FAR restrictions, a developer, or a proposed design for the neighborhood to review - could permit a level of development out of character with the neighborhood.

In this area of town 53rd Street is known as North Loop Boulevard. It is the commercial heart of our neighborhood and one of the few remaining “Old Austin” centers left in the city. It is the primary reason we all moved here in the first place and one of the many reasons we stay. The neighborhood is excited to see a new chapter unfold for our namesake in which it evolves and expands from its eccentric single-story buildings to a bustling modern urban

center – and we are focused on shepherding this evolution in a manner that respects the place we already have. The site in question, located at the far eastern edge of our neighborhood, serves as a threshold to North Loop and would plant a seed directing future development along this corridor over the coming years and decades. It is critical that we get this right.

In exchange for the support of the NLNPCT at City Council, we request that the applicant agree to the following items. These are not meant to “buy” our support, but instead are goals that we feel honor the spirit of the North Loop Neighborhood Plan and will help to foster a rich new place in our neighborhood that will improve the lives our neighbors and those who will choose to call this new development home.

1. **ZONING PROPOSAL:** *For the sake of clarity – we will refer to the properties by the site numbers listed in the opening paragraph to this document. **We must impress upon the applicant that we are open to additional entitlements on these properties.*** That said, without an engaged developer, any direct contact with the owner, or a concrete design scheme to consider, we must currently limit ourselves to the following:
 - a. **Site #1: CS-MU-V-CO-NP**
 - i. Maximum Height: 45’ at the building facade line (face of building as defined in CoA Title 25 Subchapter E). After a 15’ setback into the property from the building façade line, height may increase to that allowed by the base zoning – 60’ (see compatibility requirements)
 - ii. Affordability: 10% reserved for no more than 60% MFI
 - iii. Affordability Bonus: Not subject to FAR, Building Coverage, Side and Front Setbacks, Site Area requirements
 - iv. Compatibility: Compatibility requirements per Ordinances No. 20240516-004 and No. 20240530-136 remain intact. No dumpsters or mechanical permitted in the required buffer zone.
 - b. **Site #2: CS-MU-V-DB90-CO-NP**
 - i. Maximum Height: 45’ at the building facade line (face of building as defined in CoA Title 25 Subchapter E). After a 15’ setback into the property from the building façade line, height may increase to that allowed by the base zoning – 90’
 - ii. Affordability: 10% reserved for no more than 50% MFI

- iii. **Affordability Bonus:** Not subject to FAR, Building Coverage, Side and Front Setbacks, Site Area requirements
- iv. **Compatibility:** 25' Compatibility Buffer and all Screening, Noise, and Design requirements per Ordinances No. 20240516-004 and No. 20240530-136. No dumpsters or mechanical permitted in the required buffer zone.

c. Site #3: GR-MU-CO-NP

- i. **Maximum Height:** 60' (see compatibility requirements)
- ii. **Affordability:** none
- iii. **Affordability Bonus:** none. FAR, Setbacks, and Area requirements remain intact.
- iv. **Compatibility:** Compatibility requirements per Ordinances No. 20240516-004 and No. 20240530-136 remain intact. No dumpsters or mechanical permitted in the required buffer zone.

2. **PLACEMAKING:** The scale of the buildings at the street and the quality of the streetscape are critical to creating a vibrant street life that focuses on pedestrian traffic and activated retail frontage. With this in mind, we are requesting the following elements be incorporated into the ground floor of all building frontages along 53rd Street, Martin Avenue, and Bruning Avenue:

- a. **Restoration of the Curb:** the frontage along most of these properties is comprised of long vehicular curb cuts. These shall be removed and replaced with standard curbs.
- b. **5' Minimum Planted Zone:** Adjacent to the existing street curb, this zone shall be planted with shade trees and understory plants. To the extent possible, the majority of the sidewalk space should be in shade during the hottest parts of the day.
- c. **5' Minimum Sidewalk:** new CoA compliant sidewalk with ADA compliant access to all ground floor units and at all intersections.
- d. **8' Minimum Street Frontage:** this should be an exterior patio space to be utilized by ground floor tenants for outdoor seating, bike racks, etc. The upper floors and/or balconies of the building may overhang this space, but it may not be enclosed (outside of TABC requirements) or otherwise removed from view or public use.
- e. **12' Minimum Ground Floor Height**

- f. Balconies:** it is critical that we have eyes on the street to ensure a safe, self-policing pedestrian way at all times of days. Balconies shall be incorporated into at least 50% of all street facing units. Balconies will not be permitted on building facades adjacent to residential lots to which they share a lot line or alley.
 - g. Ground Floor Green Space:** all ground floor site area not covered by buildings or the required street scape mentioned in this section, adjacent to a street, shall be provided as publicly accessible green space or additional patio space for a ground floor tenant. These shall not be enclosed as utility yards or dog run areas.
 - h. Parking:** all parking shall be structured and contained within the building mass – no surface lots will be permitted on the site.

 - i. All parking shall be screened to prevent egress lighting and headlights from penetrating neighboring properties.
 - ii. Parking spots shall be provided for a car-share program (such as SUMN or Quantum Mobility), at a minimum ratio of 1 spot per 150 residents (rounded up) to support tenants who do not own a vehicle.
 - iii. Parking spots shall be decoupled from the units.
 - iv. Long term secure bike parking shall be provided for all tenants.
 - i. Gateway:** As the two eastern lots flank the northern and southern sides of North Loop Boulevard, these buildings will serve as a threshold to our business district. We would request that the developer fund a gateway to the neighborhood of a similar scale to the structure at the entry to east 11th Street just east of I35. This may utilize one or both of the existing cranes currently situated on the Jim’s Discount Auto site as they have become recognizable components of our landscape.
 - j. Materials:** Exterior cladding shall be masonry, masonry veneer, concrete, steel or wood. No EIFS (or similar stucco assemblies), panelized systems (including but not limited to cement board, composites, broken metal, etc) shall be permitted unless otherwise approved by the NLNPCT.
- 3. RETAIL:** North Loop is known today for its vibrant business and food and beverage offerings. Our goal is to create an ecosystem of commercial offerings that would provide residents of our neighborhood with all their daily needs within walking distance. With this in mind, we make the following requests:

- d. Billboards:** Billboards or advertisements will not be permitted on the buildings or anywhere on the site save for signage related to the ground floor tenants within the building.
- e. Signage:** Tenant signage shall be limited to awnings, overhangs, walls or windows adjacent to the retail space. Signage shall not be internally lit and all lighting of signage or other architectural elements must be shielded.
- f. Utilities:** All utility lines shall be buried – avoid all overhead utility lines which might limit the landscaping on-site. No utility meters may be placed facing a street. All utility meters and associated gear on the exterior of the building must be screened from view. No mechanical or other large utility equipment will be permitted in the required buffer zone.
- g. Design Coordination:** Once the applicant and/or their developer has secured the services of an Architect a meeting should be held with (2) designated representatives of the NLNPCT to discuss this document and to request any additional entitlements that may help to achieve the intent of the neighborhood for these properties. A representative of the design team should attend the quarterly meetings of the NLNPCT – as required by the design phase – to keep neighbors up to date on the design and solicit input where required.
- h. Construction Coordination:** In order to keep the neighborhood abreast of the status of construction and avoid unnecessary complaints, we request that the developers GC provide the neighborhood with monthly reports to be submitted prior to the first of the month so that the information remains timely. (North Loop Neighborhood Association meetings are the first Wednesday of the month and are attended by Ridgetop Neighborhood Association neighbors). NLNPCT will delegate a single representative (initially the Chair or Vice Chair) to be the sole point of contact with the neighborhood to ensure consistent and clear communication between the developer, their GC, and the neighborhood. This aligns with the standing agreement we have with ArchCON – the GC for THE HANGAR at Avenue F and Koenig.

This document shall serve as the Memorandum Of Understanding between the North Loop Neighborhood Plan Contact Team (neighborhood) and the Drenner Group (applicant) as executed below:

NLNPCT Chair / Vice Chair

Signature

Date

Drenner Group (applicant)

Signature

Date

City Council Regular Meeting Transcript -
4/24/2025

Title: ATXN-1 (24hr)
Channel: 1 - ATXN-1
Recorded On: 4/24/2025 6:00:00AM
Original Air Date: 4/24/2025
Transcript Generated by SnapStream
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Please note that the following transcript is for reference purposes and does not constitute the official record of actions taken during the meeting. For the official record of actions of the meeting, please refer to the Approved Minutes.

* This transcript was created by voice-to-text technology. The transcript has not been edited for errors or omissions, it is for reference only and is not the official minutes of the meeting.

[00:00:07]

GOOD MORNING EVERYBODY.

IT'S

[Call to Order]

10 O'CLOCK IN THE MORNING ON APRIL 24TH, 2025, AND I WILL CALL TO ORDER THE AUSTIN CITY COUNCIL FOR THIS REGULAR SCHEDULED MEETING OF THE AUSTIN CITY COUNCIL.

WE ARE MEETING IN THE CITY COUNCIL CHAMBERS, LOCATED IN THE CITY HALL AT 301 WEST SECOND STREET IN AUSTIN, TEXAS.

WE HAVE A QUORUM OF THE CITY COUNCIL PRESENT.

I WILL NOTE FOR THE RECORD THAT COUNCIL MEMBER OF VELASQUEZ IS JOINING US REMOTELY.

AND IF ANYBODY HEARD THE APPLAUSE, IT WAS BECAUSE A TXN WAS SO EFFICIENT AND GOT THE WORD INTERIM DROPPED OUT OF OUR CITY ATTORNEY.

AND THIS IS THE FIRST MEETING WITH DEBORAH THOMAS AS OUR CITY ATTORNEY.

SO THANK, THANK YOU.

UH, AND WHILE WE'RE DOING THAT, I WILL ALSO POINT OUT, UH, YEAH, SAW I'M SITTING THERE, BOB KAHN, UH, THE GENERAL MANAGER OF AUSTIN ENERGY.

TODAY IS HIS LAST MEETING BEFORE HIS RETIREMENT.

AND THANK YOU FOR YOUR WORK.

ITEM 96, BRAD MASINGO.

UM, I'M, I'M GLAD TO HEAR THE NEIGHBORHOODS WORKING ON THIS.

UH, NONETHELESS, I, I FEEL COMPELLED TO LET EVERYONE AT HOME KNOW ABOUT EACH OF THESE DB 90.

'CAUSE THEY'RE NOT REALLY LISTED IN THE, IN, UH, MS. HARDEN'S, UH, INTRO AS BEING DB NINETIES AND WHATNOT.

UM, SO THIS ONE'S AT 7 0 1 AND 7 0 3 EAST 55TH STREET.

AND AGAIN, ALL, ALL THESE ARE IN THE TAN HILL BRANCH WATERSHED.

I'M, I'M HOPING THAT WHATEVER PLANNING THE NEIGHBORHOOD'S DOING, THEY'RE TAKING THIS INTO CONSIDERATION.

'CAUSE THIS IS PRETTY MUCH THE HEADWATERS OF, OF A WHAT USED TO BE A BIGGER, UH, TRIBUTARY OF BOGGY CREEK BEFORE THE INTERSTATE WAS THERE.

BUT THERE'S STILL SOME HYDROLOGY AND GEOLOGY THAT CONNECTS ALL THIS STUFF TOGETHER.

DO YOU WANNA SPEAK ON 98? IT IS ANOTHER D ANOTHER DB 90 AT 55 0 9 MARTIN AVENUE.

IT'S IN THE TAN HILL BRANCH WATERSHED DISTRICT FOUR.

UM, AND JUST SO PEOPLE ARE CLEAR AT HOME, THIS IS THE TRIANGLE OF PROPERTY BEHIND THE TAX ASSESSOR'S OFFICE OVER THERE ON, UH, AIRPORT BOULEVARD AND 53RD AND THE INTERSTATE, SO OVER BY THE OLD SHINER BREWERY.

AND FOR NUMBER 99, I SHOULD JUST STAY HERE IF NO ONE ELSE IS SPEAKING.

UM, THIS ONE IS AT, UH, SEVEN 13 EAST 56TH STREET.

AND AGAIN, THE TANA HILL BRANCH WATERSHED DISTRICT FOUR N 100, AND THIS ONE IS AT 5,500 AIRPORT AND 55 12.

MIDDLE FISKVILLE, TANA HILL BRANCH WATERSHED, DISTRICT FOUR, **BRIAN BEDROSIAN FOR ITEM 1 0 1 MAYOR COUNSEL**, ONCE AGAIN, THE NEXT THREE PROPERTIES ARE A DIFFERENT PROJECT FROM THE ONES I SPOKE ON EARLIER.

UH, THERE IS CURRENTLY NO DEVELOPER ATTACHED TO THESE PROPERTIES.

WE'RE ONLY NEGOTIATING WITH THE APPLICANT.

WE ARE IN NEGOTIATIONS, AND WE HAVE NOT YET HAD A RESPONSE FROM THE APPLICANT, WHICH WE ANTICIPATE RECEIVING TOMORROW.

UM, WE ARE PERMITTING THE FIRST READING AS A SHOW OF GOOD FAITH, UH, IN THE NEGOTIATIONS BETWEEN THE NEIGHBORHOOD AND THE APPLICANT.

UM, WE DO REQUEST THAT THE THIRD READING BE POSTPONED UNTIL WE GET A, UH, AGREED UPON MOU BETWEEN THE PARTIES, UM, BEFORE MOVING FORWARD.

BUT GENERALLY SPEAKING, WE DO, UH, WE DO SUPPORT THE ZONING ON THESE PROPERTIES.

THANK YOU.

AND AGAIN, THANK YOU FOR YOUR WORK, BRAD MASSENGILL 1 0 2, AND I WISH ALL LUCK WITH THAT.

UH, THIS ONE'S AT 7 0 4 EAST 53RD STREET AND NOT FAR AWAY.

UH, TANA HILL BRANCH WATERSHED, DISTRICT FOUR.

I ALSO FOR ITEM 1 0 2, JENNIFER HOP.

GOOD, GOOD AFTERNOON, MAYOR.

COUNCIL MEMBERS.

MY NAME IS JENNIFER HOP.

GOOD.

I LIVE IN DISTRICT NINE ON MARTIN AVENUE, AND I HAD TO CALL IN THIS AFTERNOON, UH, BECAUSE I'M OUT IN MIDLAND WORKING IN MAYOR.

JUST TO YOUR POINT EARLIER, I DON'T HATE DB 90, UH, SO, WELL, SOME OF US ARE NOT GONNA SPEAK ABOUT THAT NEGATIVELY TODAY.

BUT, UM, I DID WANNA SPEAK

[03:25:01]

ABOUT ITEMS 1 0 1, 1 0 2, AND THEN 1 0 3, AND SPECIFICALLY THE REZONING REQUEST BY THE OWNER APPLICANT.

AND AS BRIAN JUST STATED, UH, WHAT WE WANT IS WE WANT THE, THAT THE APPLICANT INTENDS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NORTH LOOP NEIGHBORHOOD PLANNING CONTACT TEAM.

AND THAT WOULD BE AS A CONDITION OF THE SECOND READING, AND THEN PRESENT A FULLY EXECUTED MOU AS A CONDITION OF THE THIRD READING.

AND AS BRIAN MENTIONED, WE'VE BEEN WORKING REALLY HARD WITH, UH, DISTRICTS FOUR AND NINE, AND, UH, WE, WE HAVE BEEN A LITTLE CONCERNED ABOUT THE LACK OF COMMUNICATION AND TIMELINESS FROM THE APPLICANT.

UH, SO THAT'S WHY WE WANT THOSE ASSURANCES FROM THE APPLICANT'S REPRESENTATIVE THAT THEY WILL CONTINUE TO WORK IN GOOD FAITH ON THAT MOU AND THEN HAVE THAT COMPLETELY, UH, EXECUTED BEFORE THAT THIRD READING.

SO I'M HAPPY TO ANSWER ANY QUESTIONS.

THANK YOU FOR CALLING IN.

JENNIFER, WOULD YOU LIKE TO SPEAK ON 1 0 3? THANK YOU VERY MUCH.

YOU WANNA SPEAK ON, UH, NO, THAT WAS THE SAME, SAME COMMENTS FOR ALL THREE.

THANK YOU.

YES, YES, MAYOR, THANK YOU FOR ITEM 1 0 3, BRAD MASSEN, GO.

AND HERE'S ANOTHER DB 90 RIGHT THERE IN THE TANA HILL BRANCH WATERSHED AT 52 10 BURNING LANE.

UM, APPARENTLY THEY'RE REMOVING THE DB 90 FROM THAT.

I'M NOT SURE EXACTLY.

THAT MEANS THEY'RE STILL GONNA MAKE SOMETHING BIG WITH NO BONUS OR NOT, BUT MR. MASSAL, I, IT MAY JUST BE ME, BUT IT'S VERY DIFFICULT TO HEAR YOU, AND IF YOU WANT TO BE HEARD, YOU MIGHT NEED TO SPEAK UP.

IT'S, IT'S PROBABLY THE MASK.

UM, I WAS JUST SAYING THAT, UH, I WAS READING, HEARING THE COMMENT THAT, UH, THEY'RE REMOVING THE DB 90 REQUEST FROM THIS, SO I'M NOT SURE IF YOU KNOW IF THAT'S A, A SMALLER BUILDING OR A BUILDING WITH NO BONUS IN IT OR NOT WHATNOT.

BUT, UM, IT'S, AGAIN, ALL THESE ARE, ARE, ARE RIGHT THERE TOGETHER.

AND I, I, I HOPE WATERSHED IS INVOLVED WITH THIS, WITH 'CAUSE ALL THESE, AND THIS, THIS, THE CONTACT TEAMS MAY NOT REALIZE THIS, BUT THESE, UH, DV NINETIES CAN HAVE UP TO 85% IMPERVIOUS COVER.

AND IF Y'ALL ARE HAVING ANY FLOODING ISSUES, HAVING NINE OF THESE WITHIN A FEW BLOCKS OF EACH OTHER, UM, IS GONNA HAVE A REALLY SIGNIFICANT IMPACT ON YARD TO YARD FLOODING AND WHATNOT.

SO FOR 1 0 3, LEAH BOHO, HI, MAYOR AND COUNCIL, I'M LEAH BOJO.

I'M THE APPLICANT ON THESE, UM, 1 0 1, 1 0 2 AND 1 0 3.

AND I JUST WANTED TO REITERATE TO YOU ALL, AS I ASSURED THE NEIGHBORS THAT I WOULD, THAT WE ARE GONNA CONTINUE TO WORK TOWARD AN MOU BY THE TIME WE GET TO THIRD READING.

THANK YOU VERY MUCH.

THANK YOU.

SPEAKING ON THE MERITS OF THE POSTPONEMENT FOR 1 0 5, RITA THOMPSON.

RITA, ARE YOU HERE? ALL RIGHT.

THE POSTPONEMENT FOR 1 0 6, BRAD MASSING.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this "**Declaration**") is entered into by and between **JEV FAMILY, LTD.**, a Texas limited partnership, its successors or assigns (collectively, "**Owner**"), and **NORTH LOOP NEIGHBORHOOD PLAN CONTACT TEAM** (the "**Association**"), as of the ____ day of _____, 2025.

RECITALS

WHEREAS, Owner owns the nine (9) tracts of land, totaling 1.5624 acres of real property, as described in City of Austin (the "**City**") Zoning Case Nos. C14-2024-0112 ("**0112**"), ~~and~~ C14-2024-0113 ("**0113**"), and C14-2024-0114 ("**0114**") (collectively, the "**Zoning Cases**"), more particularly described in Exhibit "A" attached hereto and made a part hereof and as depicted in the map attached hereto as Exhibit "B" (collectively, the "**Property**");

WHEREAS, Owner intends to redevelop the lots contained in 0112 and 0113, legal description of the lots are listed in Exhibit "A", attached hereto and incorporate herein, of the Property as a mixed-use development (the "**Project**"), and, in order to do so, has made the following ~~an~~ applications to amend those portion of the Property's current zoning as follows: for 112, from CS-CO-NP & SF-3-NP to CS-MU-V-CO-DB90-NP; and for 113, from Family Residence – Neighborhood Plan (SF-3- NP) to General Commercial Services – Conditional Overlay – Neighborhood Plan (CS-V-CO-NP) General Commercial Services – Conditional Overlay –Neighborhood Plan (CS-CO-NP) to General Commercial Services – Mixed Use Overlay – Vertical Mixed Use Building – Conditional Overlay – Density Bonus 90 – Neighborhood Plan (CS-MU-V-CO-DB90-NP) by approval of the Zoning Case;

WHEREAS, Owner intends to redevelop the lots contained in 0114, from GR-CO-NP to GR-MU-V-CO-DB90-NP by approval of the Zoning Case;

WHEREAS, Owner and the Association have agreed that if the Zoning Cases are approved and signed into ordinance by the City and are no longer appealable ("**Zoning Approval**"), the Property shall be restricted by these covenants that are important to the Association and its members, 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 the Association and its members through this Declaration;

WHEREAS, upon the effective date of the Zoning Approval of the Zoning 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

WHEREAS, the Owner may, subsequent to the date of this Restrictive Covenant, abandon the proposed project development of the Property, sell, or re-develop the Property.

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 shall hold, sell and convey the Property subject to the following covenants, conditions and restrictions, which are impressed upon the Property by this Declaration.

I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

“ADA” means the Americans with Disability Act of 1990.

“Association” has the meaning set forth in the preamble of this Declaration.

“Building Façade Line” means a line that is parallel to a lot line and the same distance from the lot line or curb line as the closest portion of a building.

“City” means the City of Austin, Texas.

“City Code” refers to The Code of the City of Austin, Texas.

“City Council” refers to the City of Austin, Texas City Council.

“Compatibility Buffer” has the meaning assigned to it in the Ordinances.

“Compatibility Buffer Zone” has the meaning set forth in Section 2.2.1 of this Declaration.

“Declaration” has the meaning set forth in the preamble of this Declaration.

“Defaulting Party” has the meaning set for in Section 3.1 of this Declaration.

“Mechanical Equipment” means mechanical or safety features including fire towers, stairways, elevator penthouses, heating or cooling equipment, solar installations, and protective covers.

“MFI” means the annual median family income in the Austin statistical metropolitan area, as determined by the director of the City’s Housing and Planning Department.

“Non-Defaulting Party” has the meaning set for in Section 3.1 of this Declaration.

“Off Premise Sign” A sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution, or other commercial message which is generally conducted, sold, manufactured, produced, offered, or occurs elsewhere than on the premises where the sign is located.

“Ordinances” refers to City of Austin Ordinance Nos. 20240516-004 and 20240530-136, collectively.

“Owner” has the meaning set forth in the preamble of this Declaration.

"Property" has the meaning set forth in the Recitals of this Declaration.

"Termination Affidavit" has the meaning set forth in Section 4.11 of this Declaration.

"Triggering Property" has the meaning assigned to it in the Ordinances.

"Zoning Case" has the meaning set forth in the Recitals of this Declaration.

"Zoning Approval" has the meaning set forth in the Recitals of this Declaration.

II. **DECLARATIONS AND AGREEMENTS**

- 2.1 **Utilization of Zoning Entitlements.** Owner may only utilize the entitlements made applicable to the Property by the Zoning Case if the Project **and future development of 0114** contains the conditions expressed in this ~~covenant~~**Declaration**.
- 2.2 **Covenants, Conditions and Restrictions upon Property.** Owner declares that the Property that shall comprise the Project is subject to the following covenants, conditions and restrictions **contained in this Declaration**, 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.
 - 2.2.1 **Buffers.** The Owner shall comply with all applicable screening, noise, and design requirements imposed by the Ordinances as applicable to the Zoning Case. A minimum twenty-five (25) foot Compatibility Buffer shall be provided along the boundary with a Triggering Property (the **"Compatibility Buffer Zone"**). No dumpsters or mechanical equipment shall be located within the Compatibility Buffer Zone.
 - 2.2.2 **Height.** The Project will be constructed at with a fifteen (15) foot setback at sixty (60) feet of height along the West and South sides of the Building Façade.
 - 2.2.3 **Priority Marketing of Affordable Housing Units.** Owner agrees to prioritize marketing of said affordable housing units to educators employed by the Austin Independent School District.
 - 2.2.4 **Curb Restoration.** Owner agrees to remove and replace existing curb cuts. Furthermore, the natural area adjacent to the existing street curb shall be a minimum of five (5) feet and consist of shade trees and understory plants.
 - 2.2.5 **Sidewalk.** Unless otherwise required by the City or other governmental agency with jurisdiction over the Property, the Project shall include a pedestrian sidewalk a minimum of five (5) feet wide that is compliant with City Code standards and

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the standards and regulations as set forth by the ADA.

- 2.2.6 Street Frontage Plaza. The Project will contain a minimum 1,200 square foot unenclosed plaza along the primary street frontage to be utilized by the ground floor tenants of the Project.
- 2.2.7 Ground Floor Height. The ground floor of the Project will be a minimum of twelve (12) feet in height.
- 2.2.8 Materials. A minimum of fifty percent (50%) of the street-facing exterior cladding will consist of the following materials: masonry, masonry veneer, concrete, steel or wood.
- 2.2.9 Parking. The Project will not contain surface lot parking. All parking shall be screened to mitigate egress lighting and headlights from penetrating neighboring properties. The Project will include at least one (1) rideshare or carshare loading space. Parking will not be assigned to specific residential rental units. The Project will include long term bicycle parking in excess of the bicycle parking required by City Code.
- 2.2.10 Retail Flexibility. All ground floor retail/commercial units should be designed to be flexible to allow for tenants with a variety of space requirements. Fifty percent of the retail space shall be designated for restaurant use including access to and/or space for a grease trap.
- 2.2.11 Trash. Trash dumpsters will be stored in conditioned enclosed trash rooms and trash collection will be limited to the hours of 7:00 a.m. to 10:00 p.m.
- 2.2.12 Unit Mix. The Project shall include a mix of residential rental unit sizes and bedroom counts. A minimum of 20% of the aggregate residential rental units must contain two (2) or more bedrooms.
- 2.2.13 Ventilation. No active ventilation shall be permitted to exhaust out of a building wall located on a west facing Building Façade Line.
- 2.2.14 Billboards. Off-premise signs will not be permitted on the Property.
- 2.2.15 Signage. Unless otherwise required by the City or other governmental agency with jurisdiction over the Property, signage related to tenants of the residential rental units shall be limited to awnings, overhangs, walls or windows adjacent to the retail space that face a street or railroad track. All lighting of signage or other architectural elements must be shielded as required by Austin City Code.
- 2.2.16 Design Coordination. Once Owner has selected an architect for the Project (the "Architect"), said Architect, or a representative of said Architect, will meet with

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two designated representatives of the Association quarterly, as required by the phase of design.

2.2.17 Construction Coordination. Owner's general contractor (the "**General Contractor**") or a representative of the General Contractor, will provide quarterly updates related to the progress of construction to a designated representative of the Association.

2.2.18 Green Building Criteria. The Project will be built so as to achieve a minimum Austin Energy Green Building 3-Star rating.

2.2.19 Air quality. The Project will comply with all applicable City development regulations related to air quality.

2.3 Covenants, Conditions and Restrictions upon 0114. Owner declares that the portion of the Property defined as 0114, as more particularly described in Exhibit "A", attached hereto, is subject to the following covenants, conditions and restrictions contained in this Declaration, 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.

2.3.1 Buffers. The Owner shall comply with all applicable screening, noise, and design requirements imposed by the Ordinances as applicable to the Zoning Case. A minimum twenty-five (25) foot Compatibility Buffer shall be provided along the boundary with a Triggering Property (the "**Compatibility Buffer Zone**"). No dumpsters or mechanical equipment shall be located within the Compatibility Buffer Zone.

2.3.2 Priority Marketing of Affordable Housing Units. Owner agrees to prioritize marketing of said affordable housing units to educators employed by the Austin Independent School District.

2.3.3 Curb Restoration. Existing extensive curb cuts along E 53rd will be removed and a 5' vegetative buffer to the street with Trees installed.

2.3.4 Sidewalk. Unless otherwise required by the City or other governmental agency with jurisdiction over the Property, the Project shall include a pedestrian sidewalk a minimum of five (5) feet wide that is compliant with City Code standards and the standards and regulations as set forth by the ADA.

2.3.5 Ground Floor Height. The ground floor of the Project will be a minimum of twelve (12) feet in height.

2.3.6 Materials. A minimum of fifty percent (50%) of the street-facing exterior cladding

will consist of the following materials: masonry, masonry veneer, concrete, steel or wood.

- 2.3.7 Parking. The Project will not contain surface lot parking. All parking shall be screened to mitigate egress lighting and headlights from penetrating neighboring properties. The Project will include at least one (1) rideshare or carshare loading space. Parking will not be assigned to specific residential rental units. The Project will include long term bicycle parking in excess of the bicycle parking required by City Code.
- 2.3.8 Trash. Trash dumpsters will be stored in conditioned enclosed trash rooms and trash collection will be limited to the hours of 7:00 a.m. to 10:00 p.m.
- 2.3.9 Unit Mix. The Project shall include a mix of residential rental unit sizes and bedroom counts. A minimum of 20% of the aggregate residential rental units must contain two (2) or more bedrooms.
- 2.3.10 Ventilation. No active ventilation shall be permitted to exhaust out of a building wall located on a west facing Building Façade Line.
- 2.3.11 Billboards. Off-premise signs will not be permitted on the Property.
- 2.3.12 Signage. Unless otherwise required by the City or other governmental agency with jurisdiction over the Property, signage related to tenants of the residential rental units shall be limited to awnings, overhangs, walls or windows adjacent to the retail space that face a street or railroad track. All lighting of signage or other architectural elements must be shielded as required by Austin City Code.
- 2.3.13 Design Coordination. Once Owner has selected an architect for the Project (the “**Architect**”), said Architect, or a representative of said Architect, will meet with two designated representatives of the Association quarterly, as required by the phase of design.
- 2.3.14 Construction Coordination. Owner’s general contractor (the “**General Contractor**”) or a representative of the General Contractor, will provide quarterly updates related to the progress of construction to a designated representative of the Association.
- 2.3.15 Green Building Criteria. The Project will be built so as to achieve a minimum Austin Energy Green Building 3-Star rating.
- 2.3.16 Air quality. The Project will comply with all applicable City development regulations related to air quality.

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2.32.4 Terms of Support. All items listed in Section 2.2 and 2.3 above are enforceable by the Association only under the condition that the Association positively supports the Zoning Case during the City Council meetings in which votes for the Zoning Case take place for each of the three cases. This support may be in the form of a letter to the Mayor of Austin and the City Council members or by a public statement by an authorized representative of the Association during such Land Use Commission and/or City Council meetings. To the extent that any action is taken or statement is made contrary to this paragraph by an authorized representative of the Association prior to the City granting the Zoning Approval, this Declaration shall be deemed null and void. To the extent that any action is taken or statement is made contrary to this paragraph by an authorized representative of the Owner, the Owner shall be considered in breach of this Declaration.

III. DEFAULT AND REMEDIES

3.1 Remedies. Following the occurrence of a breach of (i) Owner's obligations under Section 2.2 and 2.3 of this Declaration or (ii) the Association's obligations under Section 2.3 of this Declaration, only Owner, including its successors and assigns, and the Association or its board members shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. If a party to this Declaration (a "**Defaulting Party**") 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 Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter) from a person or entity with the right hereunder to seek relief for such breach (a "**Non-Defaulting Party**") to the Defaulting Party of such failure, the Non-Defaulting Party 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.

IV. GENERAL PROVISIONS

4.1 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, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or the public.

4.2 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.

- 4.3 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 and the Association 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 the Association's address for notice is as follows:

Owner:

JEV Family, LTD.
1510 Houston St.
Laredo, Texas 78040
Attn: James Volz

With a copy to:

DRENNER GROUP, PC
2705 Bee Cave Road, Suite 100
Austin, Texas 78746
Attn: Stephen O. Drenner

The Association:

North Loop Neighborhood Plan Contact Team
Attn: _____

- 4.4 Attorneys' 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.
- 4.5 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 4.11 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. The parties

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agree that upon execution and delivery this Declaration shall be recorded for each of the nine lots comprising the Property and as listed in Exhibit "A", attached hereto.

- 4.6 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.
- 4.7 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.
- 4.8 Estoppel Certificates. Either Owner or the Association (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.
- 4.9 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.
- 4.10 Conflict with Zoning Case Ordinance. To the extent that any of the covenants, conditions and restrictions contained within this Declaration conflict with terms or conditions addressed in the zoning ordinance issued by the City in connection with the Zoning Case, or any supporting materials, for purposes of this Declaration the terms and conditions of

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this Declaration shall control.

- 4.11 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 (i.e., third reading) of the Zoning Case by the City Council, with no subsequent appeal, and in a form and on terms and conditions acceptable to Owner in its sole discretion. If the Zoning 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, or (ii) the Association fails to give its support in accordance with Section 2.3 hereof, this Declaration shall be deemed of no further force and effect and shall terminate and an affidavit executed by Owner and Association 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, the Association shall execute and acknowledge a counterpart to such Termination Affidavit.~~
- 4.12 Effective Date. This Declaration shall become effective upon the final effective date of the Zoning Case by the City in a form acceptable to ~~Owner~~the parties. If the Zoning Case is not approved in a form acceptable to ~~Owner~~the parties, then, consistent with Section 4.11 above, this Declaration shall be void and of no effect.

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

(Remained er of page intentionally left blank. Signature pages follow.)

OWNER:

JEV FAMILY, LTD.,
a Texas limited partnership

By: VOLZ PROPERTY MANAGEMENT, LLC,
a Texas limited liability company,
its General Partner

By: Volz Enterprise, Inc.,
a Texas for-profit corporation,
its Managing Member

By: _____

Name: James Volz

Title: Managing Member

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2025 by James Volz, the Managing Member of Volz Enterprise, Inc, a Texas for-profit corporation, a-the managing member of Volz Property Management, LLC, a Texas limited liability company, the General Partner of JEV Family, LTD., a Texas limited partnership, on behalf of said entities in the capacity herein stated.

Notary Public, State of Texas

THE ASSOCIATION:

**NORTH LOOP NEIGHBORHOOD
PLAN CONTACT TEAM**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____, 2025 by _____, the _____ of NORTH LOOP NEIGHBORHOOD PLAN CONTACT TEAM a Texas non-profit corporation, on behalf of said entity.

Notary Public, State of Texas

Exhibit A

Property (1.5624 acres) as more particularly described herein below:

0112:

Two legal lots generally located at 5301 and 5303 Martin Avenue Austin, Texas 78751 and more particularly described in the real property records of Travis County, Texas as:

- LOT 1-2 *& 10' ADJ ALLEY BLK 27 HIGHLANDS THE (legal acreage 0.1564); and
- LOT 3-4 10' ADJ VAC ALLEY BLK 27 HIGHLANDS THE (legal acreage 0.1567)

Total Acreage of 0112: 0.3131.

0113:

Five legal lots generally located at 704, 706, 706 ½, and 708 E 53rd Street Austin, Texas 78751 and more particularly described as:

- W 62.5FT OF LOT 21-24 *& 10' OF ADJ ALLEY BLK 27 HIGHLANDS THE (legal acreage 0.1664);
- E 62.5FT OF LOT 21-24 BLK 27 HIGHLANDS THE (legal acreage 0.1435);
- N PT OF S TRI AND VACATED PT OF EILERS AVE BLK 27 HIGHLANDS THE (legal acreage 0.1722);
- LOT 19-20 *& 10FT ADJ ALLEY BLK 27 HIGHLANDS THE (legal acreage 0.1550); and
- LOT 17-18 *& 10 FT ADJ ALLEY BLK 27 HIGHLANDS THE (legal acreage 0.2603).

Total Acreage of 0113: 0.8974.

0114:

Two legal lots generally located at 5210 Bruning Avenue and 705 East 53rd Street, Austin, Texas 78751 and more particularly described in the real property records of Travis County, Texas as:

- LOT 11 BLK 20 HIGHLANDS THE (legal acreage 0.2113); and
- LOT 9-10 BLK 20 HIGHLANDS THE (legal acreage 0.1406)

Addresses: 704, 706, 706 ½, and 708 E 53rd Street, Austin, Texas 78751

Total Acreage of 0114rea: 0.74243519.-acres,

The Property ais depicted more particularly described in the attached map, attached hereto as Exhibit "B".

Exhibit "B"

Map depicting cases 0112, 0113, and 0114

