



# Travis County Commissioners Court Agenda Request

**Meeting Date:** February 14, 2012

**Prepared By:** Don Grigsby **Phone #:** 854-7560

**Division Director/Manager:** Anna Bowlin

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action

- A) Consider and take appropriate action on an exemption from platting requirements for Robinhood Condominium Project Section 2 – nine (09) single-family detached units; and
- B) Approve a construction agreement.

## **BACKGROUND/SUMMARY OF REQUEST:**

The proposed condominium project includes the construction of 9 new residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Robinhood Drive, a Travis County maintained roadway and have secondary access connecting into the previously approved internal road in Section One. The Travis County Fire Marshal's office has reviewed and concurred with the access to the development.

Water will be provided by LCRA, and sewage services will be provided by on site sewerage facilities permitted by LCRA. No detention facilities are proposed for the development since drainage conveyance is provided directly to Lake Travis.

All finished floor elevations will be placed one foot above the current Lake Travis 100 year FEMA floodplain elevation of 722' msl. The project has also been reviewed by LCRA and complies with LCRA Highland Lakes Ordinance.

## **STAFF RECOMMENDATIONS:**

As this condominium site plan application meets Travis County standards, TNR staff supports granting an exemption to platting for the proposed condominium project.

## **ISSUES AND OPPORTUNITIES:**

None

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Site location map  
Construction agreement  
Site plan

**REQUIRED AUTHORIZATIONS:**


Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

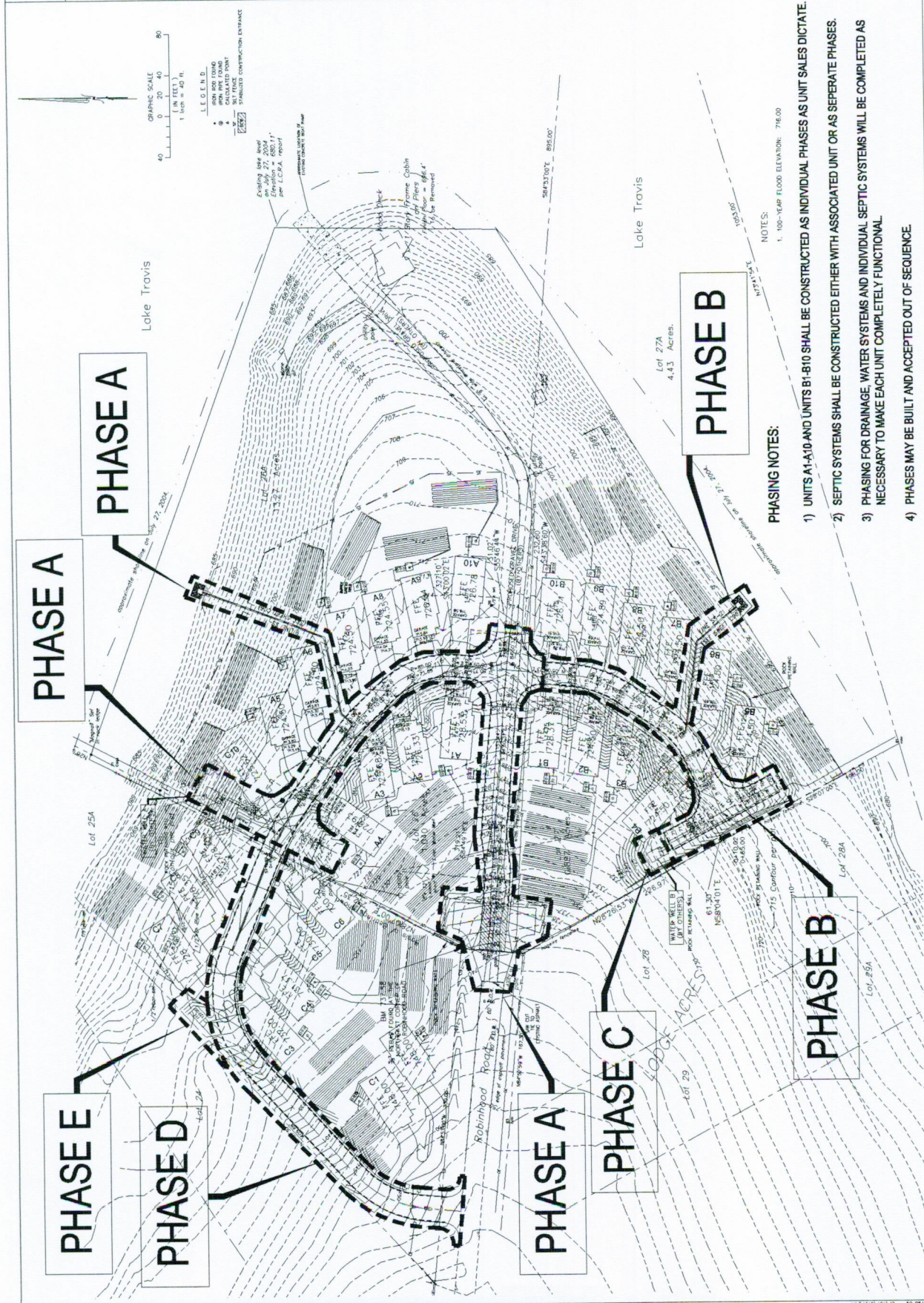
**CC:**


**DG:DG:**

**1101 - Development Services -**

# EXHIBIT B

	GONLEY ENGINEERING INC. Land Planners & Development Consultants 1301 South Capital of Texas Highway Bldg. A Suite 210 P.O. Box 162713 Austin, Texas 78716-2713 (512)328-3506	REVISION BLOCK DATE: _____	PHASING PLAN ROBINHOOD CONDOMINIUMS ROBINHOOD ROAD TRAVIS COUNTY, TEXAS
		SHEET <b>PH1</b> OF 1 OCT. 02/21/09	



- PHASING NOTES:**
- 1) UNITS A1-A10 AND UNITS B1-B10 SHALL BE CONSTRUCTED AS INDIVIDUAL PHASES AS UNIT SALES DICTATE.
  - 2) SEPTIC SYSTEMS SHALL BE CONSTRUCTED EITHER WITH ASSOCIATED UNIT OR AS SEPERATE PHASES.
  - 3) PHASING FOR DRAINAGE, WATER SYSTEMS AND INDIVIDUAL SEPTIC SYSTEMS WILL BE COMPLETED AS NECESSARY TO MAKE EACH UNIT COMPLETELY FUNCTIONAL
  - 4) PHASES MAY BE BUILT AND ACCEPTED OUT OF SEQUENCE
- NOTES:  
1. 100-YEAR FLOOD ELEVATION: 716.00



Google earth



REVISED ROBINHOOD DEVELOPMENT  
CONDOMINIUM PHASING AGREEMENT  
WITH TRAVIS COUNTY

THIS CONDOMINIUM PHASING AGREEMENT is made and entered into by and between FS Robinhood 25 LLC; FS Robinhood 25A LLC; FS Robinhood 26 LLC, FS Robinhood 26A LLC; FS Robinhood 27 LLC and FS Robinhood 27A LLC; Texas limited liability corporations, 1407 Fannin Street, Houston, Texas, 77002 (The “Developer”), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the “County”), hereinafter collectively referred to as the “Parties”, for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime on 6 lots of real property located in Travis County, Texas, more particularly described on Exhibit “A” (the Regime”) and desires to develop the Regime in phases.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the “Private Roadway”) and drainage improvements (the “Drainage Improvements”) described in the Consolidated Administrative Site Plan for Robinhood Development, Travis County File No. 06-2237, Consolidated Administrative Site Plan for Robinhood Condominiums, Section 2, Travis County, File No. 10-1479 (“Construction Plans”).

C. The improvements will be done in phases as depicted on Exhibit “B”:

Phase A will consist of the primary private entry road off of Robinhood Road, the northern portion of the private road serving units A1-A10, the northern water well and associated drainage improvements.

Phase B will consist of the southern portion of the private road servicing units B1-B10 and associated drainage improvements. Phase B may be constructed concurrently with Phase A at the owner’s discretion.

Phase C will consist of the southern water well. Phase C may be constructed concurrently with Phase A or Phase B at the owner’s discretion.

Phase D will consist of the portion of the private road servicing units C1-C10 and associated drainage improvements. Phase D may be constructed concurrently with Phase A and/or B at the owner’s discretion.

Phase E will consist of the water well located on Lot 25A. Phase D may be constructed concurrently with Phase A, Phase B and/or Phase C at the owner’s discretion.

Unit Phases – Units A1-A10, Units B1-B10 and Units C1-C10 shall be constructed as individual phases as unit sales dictate.

Septic systems for each unit shall be constructed with each associated unit or as separate phases.

Phases may be built and accepted out of sequence without regard to perceived order based on phase nomenclature.

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agree as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepares, obtain County approval for, and file in the official public records of the County a subdivision plat for the regime.
2. Subject to the conditions contained in this paragraph and beginning with Phase A, the County will sequentially issue individual development permits to the Developer for construction of the Private Roadway located in and the Drainage Improvements serving each of the Phases. Prior to the occupancy of any residential unit, in the permitted Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Roadway located in and the Drainage Improvements serving such permitted Phase. For example in Phase A, Developer will be required to complete the Private Roadway and the Drainage improvements associated with Phase A, and apply for the septic permits for units associated with Phase A before occupancy of any residential unit associated with Phase A. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway is constructed in accordance with the Construction Plans. Upon delivery to and approval by the County that the Roadway has been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the then current owner of the Phase, an instrument in the form of Exhibit "C" for the recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing Agreement. Completion of Phase B, C, D or E will be done in a similar manner to serve units B1-B10 and C1-C10.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway of Drainage Improvements or the Phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit for Phase A, the Developer shall pay fees in Lieu of park land dedication in the amount of \$7,695.00 and inspection fees in the amount of \$578.00.

5. Previous Agreements. This document supersedes and nullifies the previous "Robinhood Development Agreement with Travis County" recorded in Document No. 2010007956 in the office of the Travis County Clerk.

6. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties are cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of the equitable remedies may and probably will be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will be construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

FS Robinhood 25 LLC, a Texas Limited  
Liability Corporation,

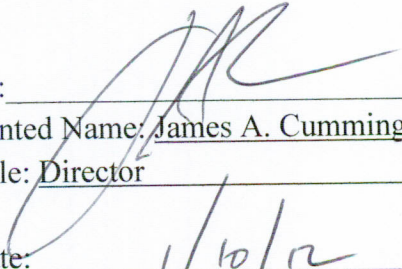
By:  \_\_\_\_\_

Printed Name: James A. Cummings \_\_\_\_\_

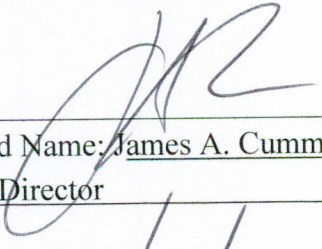
Title: Director \_\_\_\_\_

Date: 1/10/12 \_\_\_\_\_

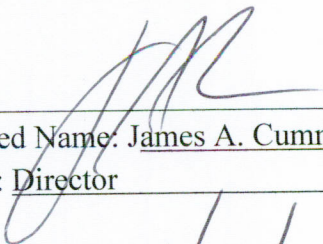
FS Robinhood 25A LLC, a Texas Limited  
Liability Corporation,

By:   
Printed Name: James A. Cummings  
Title: Director  
Date: 1/10/12

FS Robinhood 26 LLC, a Texas Limited  
Liability Corporation,

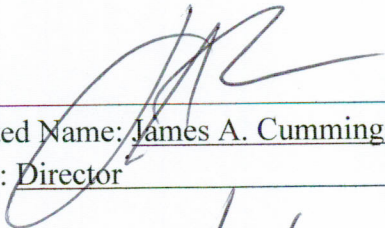
By:   
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Title: Director  
Date: 1/10/12

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Title: Director  
Date: 1/10/12



FS Robinhood 27 LLC, a Texas Limited  
Liability Corporation,

By:  \_\_\_\_\_

Printed Name: James A. Cummings

Title: Director

Date: 1/10/12

FS Robinhood 27A LLC, a Texas Limited  
Liability Corporation,

By:  \_\_\_\_\_

Printed Name: James A. Cummings

Title: Director

Date: 1/10/12

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

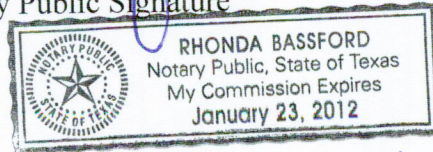
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 2012 <sup>RB</sup> by James A. Cummings, of FS Robinhood 25 LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.

*R Bassford*

Notary Public Signature

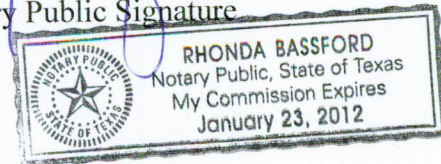


THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 2012 <sup>RB</sup> by James A. Cummings, of FS Robinhood 25A LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.

*R Bassford*

Notary Public Signature

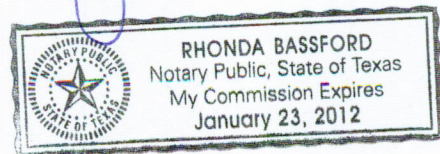


THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 2012 <sup>RB</sup> by James A. Cummings, of FS Robinhood 26 LLC, a Texas Limited Liability Corporation, on behalf of said corporation and partnership.

*R Bassford*

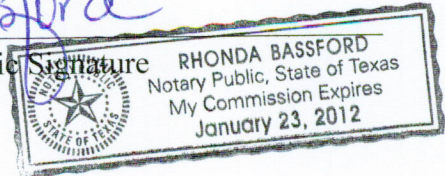
Notary Public Signature



THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 201~~1~~<sup>2</sup> by <sup>RB</sup>  
James A. Cummings, of FS Robinhood 26A LLC, a Texas Limited Liability Corporation,  
on behalf of said corporation and partnership.

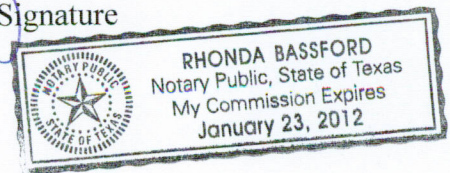
R Bassford  
Notary Public Signature



THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 201~~1~~<sup>2</sup> by <sup>RB</sup>  
James A. Cummings, of FS Robinhood 27 LLC, a Texas Limited Liability Corporation,  
on behalf of said corporation and partnership.

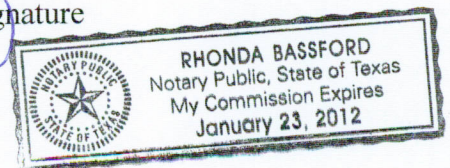
R Bassford  
Notary Public Signature



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COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of January, 201~~1~~<sup>2</sup> by <sup>RB</sup>  
James A. Cummings, of FS Robinhood 27A LLC, a Texas Limited Liability Corporation,  
on behalf of said corporation and partnership.

R Bassford  
Notary Public Signature




After Recording Return to:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

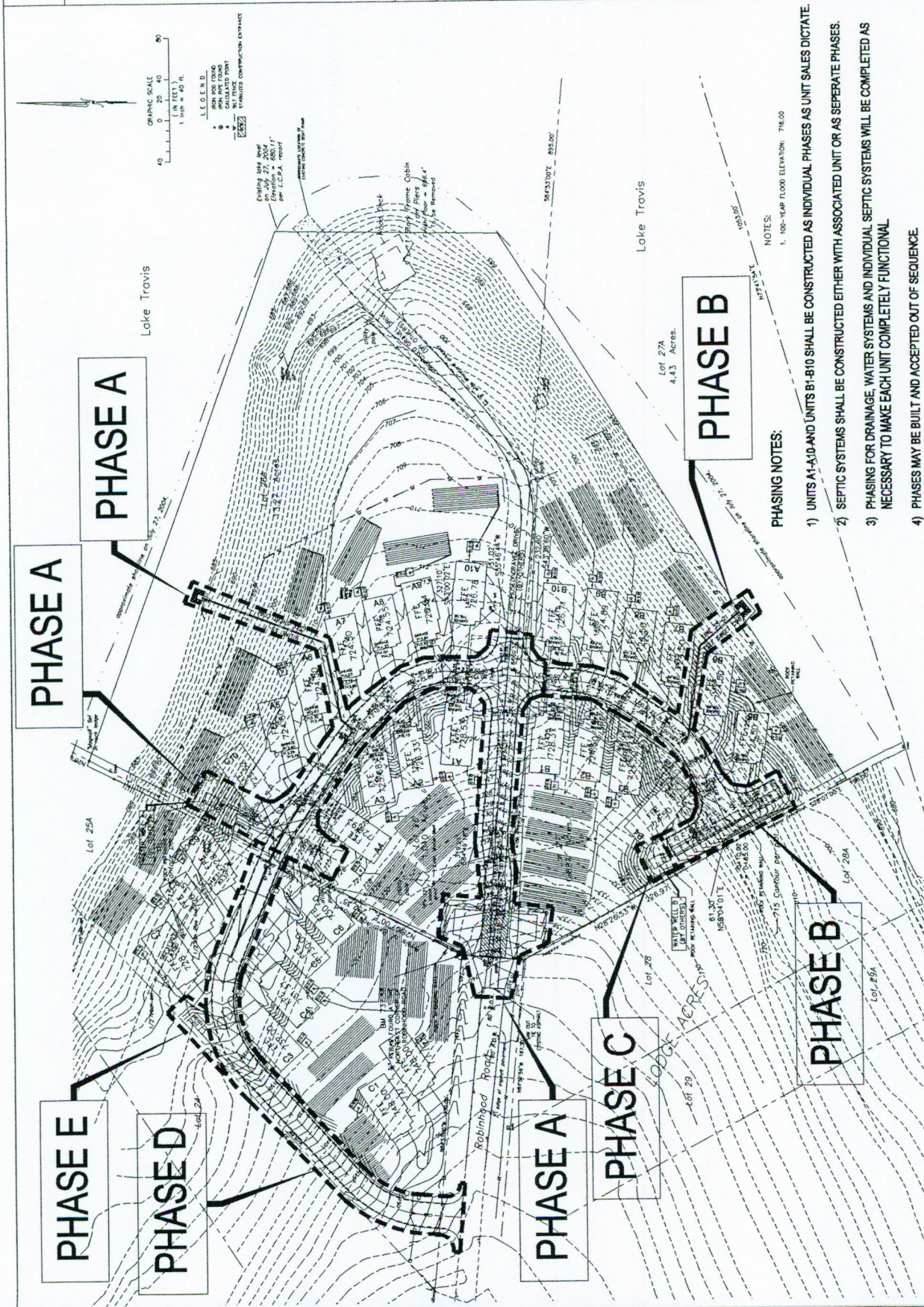
**EXHIBIT "A"**

DESCRIPTION OF PROPERTY

All of that tract of land known as Lots 25, 25A, 26, 26A, 27 and 27A Lodge Acres  
Subdivision as recorded in the Travis County Plat Records in Book 4, Page 314.

# EXHIBIT B

	GONLEY ENGINEERING INC. Civil Engineers Land Planners Development Consultants P.O. Box 162713 Austin, Texas 78716-2713 (512) 228-3506	REVISION BLOCK DATE	PHASING PLAN ROBINHOOD CONDOMINIUMS ROBINHOOD ROAD TRAVIS COUNTY, TEXAS
		SHEET <b>PH1</b> OF 1 C.E.T. 407.01.01	



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