



# Travis County Commissioners Court Agenda Request

**Meeting Date:** May 22, 2012

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

**Division Director/Manager:** Anna Bowlin, Division Director-Development Services

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

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

**AGENDA LANGUAGE:** Consider and take appropriate action on the following requests in Precinct Three:

- A) An exemption from platting requirements for The Reserve at Lake Travis Cliffside Condominium project – twenty eight (28) single-family detached units; and
- B) Approve a construction agreement.

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

The proposed condominium project includes the construction of 28 new residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Flying J Boulevard, a private street located in The Reserve at Lake Travis Subdivision. The project has met all requirements of the Fire Wise Community requirements and the Travis County Fire Marshal's office has reviewed and approved the development.

Water will be provided by an existing approved public water system, and sewage services will be provided by facilities permitted by the Texas Commission on Environmental Quality. 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 Federal Emergency Management Agency floodplain elevation of 722' msl. The project has also been reviewed by the Lower Colorado River Authority (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:**

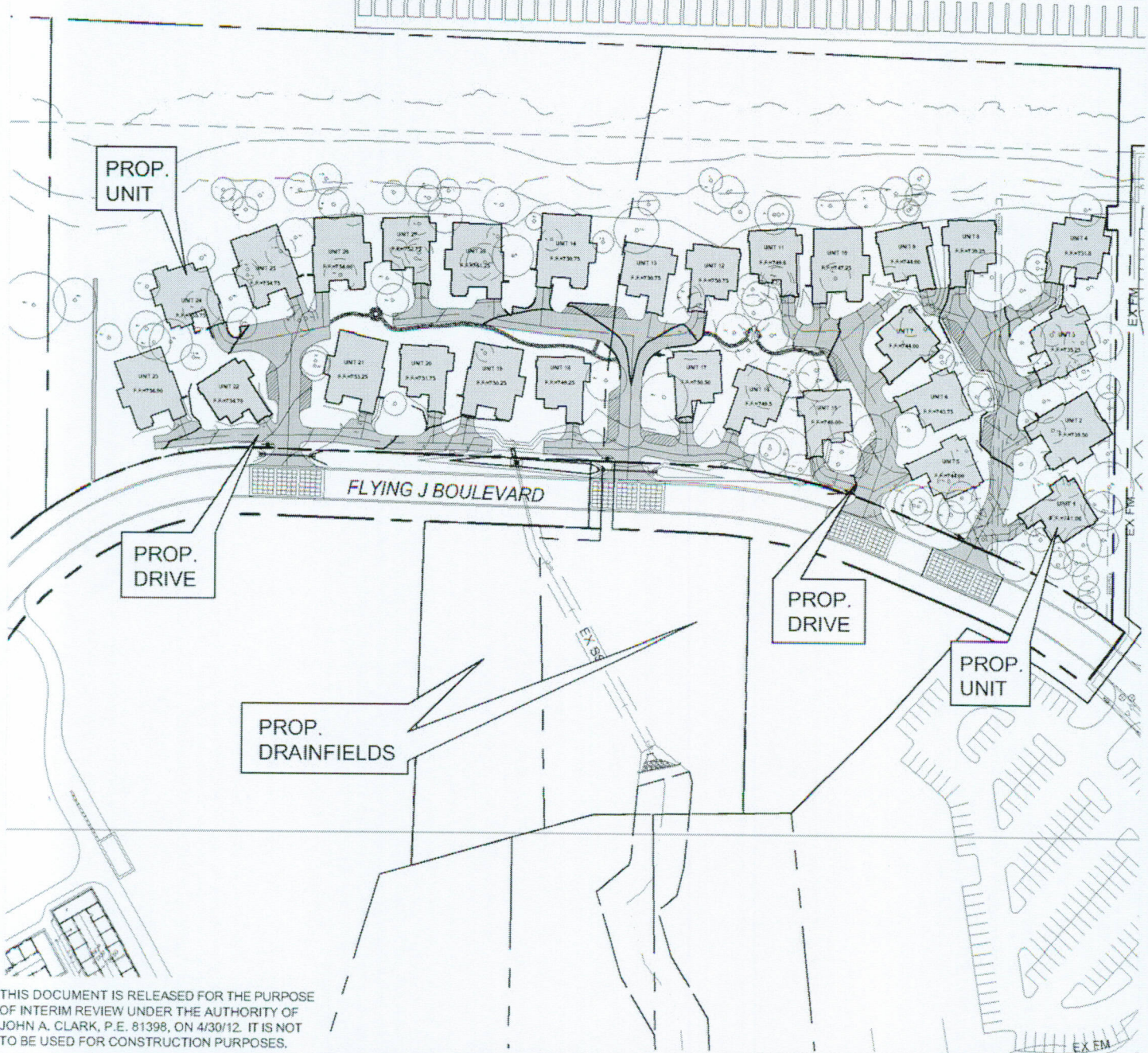

**DG:DG:**

**1101 - Development Services -**





Lake Travis



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 4/30/12. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

**LJA Engineering, Inc.**  
5316 Highway 290 West  
Suite 150  
Austin, Texas 78735  
Phone 512.439.4700  
Fax 512.439.4716  
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS  
CLIFFSIDE**

**SITE PLAN EXHIBIT**

SITE-EXB.DWG

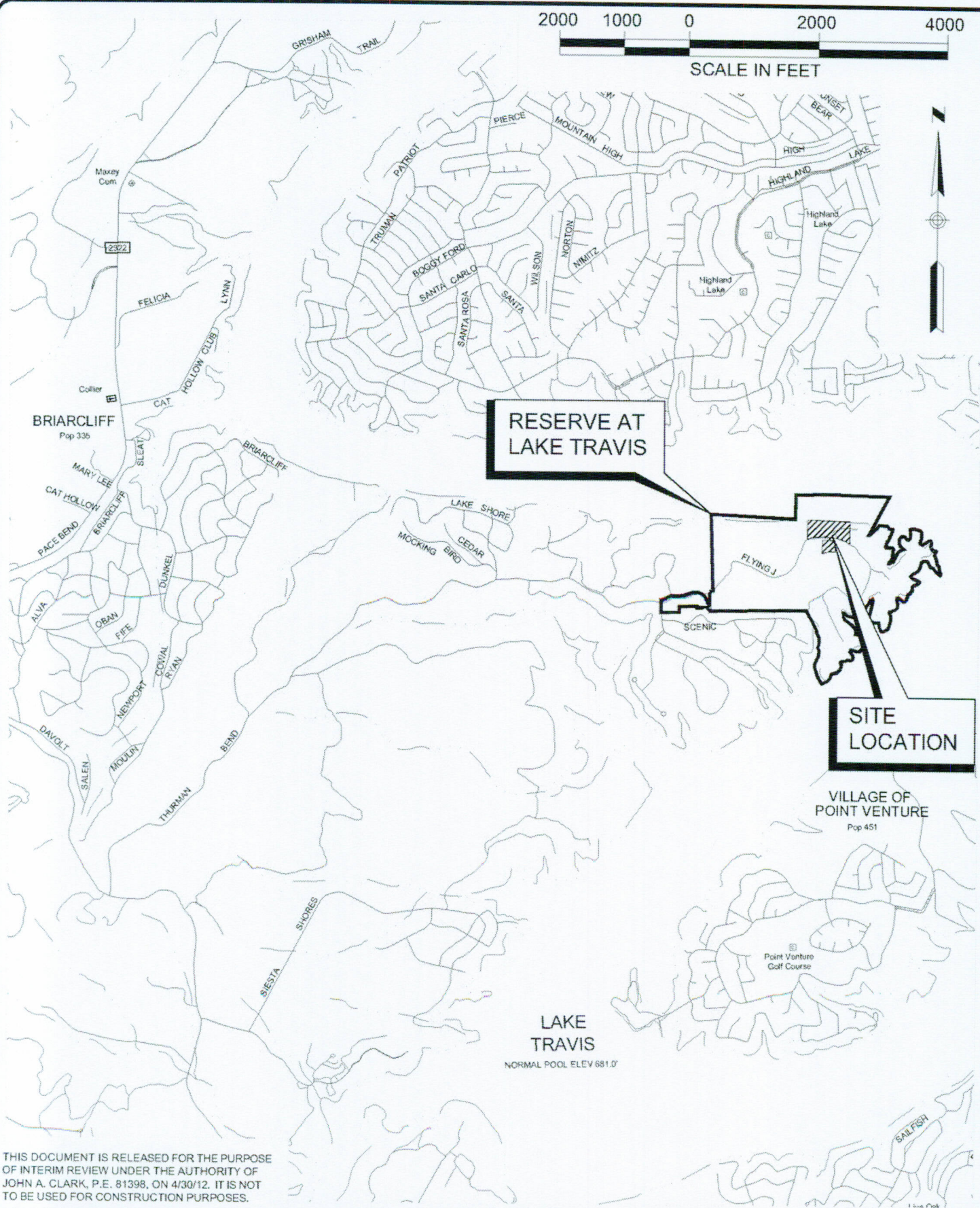
1 OF 1



2000 1000 0 2000 4000



SCALE IN FEET



RESERVE AT LAKE TRAVIS

SITE LOCATION

VILLAGE OF POINT VENTURE  
Pop 451

LAKE TRAVIS  
NORMAL POOL ELEV 681.0'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 4/30/12. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

**LJA Engineering, Inc.**

5316 Highway 290 West  
Suite 150  
Austin, Texas 78735



Phone 512.439.4700  
Fax 512.439.4716  
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS  
CLIFFSIDE**

LOCATION MAP EXHIBIT

LOC-EXHIBIT.DWG



CLIFFSIDE CONDOMINIUMS  
CONDOMINIUM CONSTRUCTION AGREEMENT  
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between THE RESERVE AT LAKE TRAVIS, LLC, a Texas limited liability company, 2208 Seabiscuit Cove, Unit 132, Spicewood, Texas 78669 (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 (the "**Regime**") on approximately 11 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "**Property**") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadways (the "**Private Roadways**") and drainage improvements (the "**Drainage Improvements**") described in the \_\_\_\_\_ Site Plan for Cliffside Condominiums ("**Construction Plans**").

C. The Private Roadways will be constructed in one phase, as described in the Construction Plans and as depicted on Exhibit "B".

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

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

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, 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, the County will issue a development permit to the Developer for construction of the Private Roadways and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadways and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadways and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer



that the Private Roadways and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadways or 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 Roadways.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of Five Thousand Six Hundred Twenty Two and 72/100 Dollars (\$5,622.72). In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of One Thousand Two Hundred Sixty Seven and 50/100 Dollars (\$1,267.50), to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and 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 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 construed as if the unenforceable provision had never been a part of this agreement.

*[Continued on following page]*



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

DEVELOPER:

By: THE RESERVE AT LAKE TRAVIS, LLC

By: 

Printed Name: HAL JONES

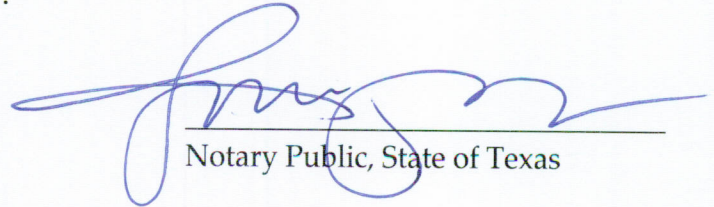
Title: President

Date: 4/18/12

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me this 18 day of April 2012, by HAL JONES, President of THE RESERVE AT LAKE TRAVIS, LLC, a Texas limited liability company, on behalf of said company.



  
Notary Public, State of Texas



TRAVIS COUNTY, TEXAS

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

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

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

The instrument was acknowledged before me on the day of \_\_\_\_\_ by \_\_\_\_\_ of Travis County, Texas in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Lots 46A and 47A, of THE REVISED PLAT OF LOTS 53A AND 54A, BLOCK A AND LOT 17, BLOCK C OF THE REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS AND LOTS 46-52, 57-67 AND 102-B, BLOCK A, THE RESERVE AT LAKE TRAVIS, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201100186, Official Public Records of Travis County, Texas.



**EXHIBIT "B"**  
**CONSTRUCTION PLANS**



EXHIBIT "C"

Release of Condominium Construction Agreement

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

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS   §  
  §  
COUNTY OF TRAVIS                   §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature



**After Recording Return to:**

Travis County, Texas

Attn: Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767