

Travis County Commissioners Court Agenda Request

Meeting Date: 6/12/12

Prepared By/Phone Number: Sarah Sumner Phone #: 8547687

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) Variance Request for Block Length;
- B) Variance Request for Single Outlet;
- C) Phasing Agreement; and
- D) Preliminary Plan for the Masonwood 71 Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

Masonwood 71 Subdivision, in compliance with a separate Developers Agreement with the City of Bee Cave, is composed of approximately 300 single family lots, a multi family lot for up to 300 units, an amenity lot, six park and drainage lots, and five commercial lots on 147.59 acres. Located off of Highway 71 and 1.6 miles west of Hamilton Pool Road, the plan shows 15,121 linear feet of new public streets including the extension of Vail Divide. A portion of Vail Divide is located on the adjacent Lake Travis Independent School District property and will be built according to the Phasing Agreement with Travis County and the Roadway Easement Agreement between the two parties. The Phasing Agreement also addresses turn lanes into the subdivision from Highway 71, and an emergency egress drive that connects to Hamilton Pool Road. Water and wastewater is to be provided by the Public Utility Authority.

A. Variance Request for Block Length

Travis County Code Chapter 82, Section 82.202(I)(2)(B), requires that residential blocks in suburban subdivisions fronting on local or residential collector streets shall not exceed twelve hundred feet (1200') in length. Block A, along Travitta Street, is approximately 1,730 feet. The land between Travitta Street and Vail Divide is owned by a separate entity, Lake Travis ISD, and is used for water quality irrigation. Staff recommends approval of this variance request.

B. Variance Request for Single Outlet

Travis County Code Chapter 82, Section 82.202(e)(2)(B), requires that a new subdivision must have at least two access streets, and that each of the two access streets must connect to a different external street. The subdivision has two access roads, Vail Divide and Del Mar Drive, which will both connect to State Highway 71. At the time of the first final plat, the developer proposes to provide an emergency access drive that will provide for egress to Hamilton Pool Road. Emergency Services District No. 6 has concurred with this proposal. Staff recommends approval of this variance request.

C. Phasing Agreement

The attached Phasing Agreement addresses:

- 1. The dedication of right-of-way, posting of fiscal, and construction of Vail Divide on Lake Travis ISD-owned property from SH 71 to the subdivision's eastern boundary;
- 2. The posting of fiscal and construction of a private drive providing secondary access to commercial lots fronting on SH 71;
- 3. The construction of right turn deceleration lanes and acceleration laneson SH 71, in coordination with TxDOT, for the connection of Vail Divide, Del Mar Drive, and two driveways on SH 71; and
- 4. At the time of platting the first residential lot, the construction of an emergency access drive that connects to Hamilton Pool Road.

Staff recommends approval of the proposed Phasing Agreement

D. Preliminary Plan

As the proposed Preliminary Plan described above meets Travis County regulations, staff recommends approval.

STAFF RECOMMENDATIONS:

This plan meets all Travis County regulations, has been approved by the City of Bee Cave on March 27th, and is recommended for approval.

ISSUES AND OPPORTUNITIES:

Staff has received one inquiry regarding the water and wastewater for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Variance Requests, Phasing Agreement, Plan, Location Map, Precinct Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

Sarah Sumner	Planner	TNR	854-7687
Teresa Calkins	Senior Engineer	TNR	854-7569

: : 1101 - Development Services -

MASONWOOD 71 PRELIMINARY PLAN

Travis County

Request for Waivers

1. Block Length for Block A

Section:

82.202(1)(2)(B)

Requirement: Block lengths shall not exceed 1200 feet.

Condition:

Block A is approximately 1730 feet along Street B from Vail Divide to Street A.

Waiver:

We request that Block A's length be allowed. The land between Street B and Vail Divide is owned by a separate entity and is used for water quality irrigation. The land between Street B and Highway 71 is proposed for commercial use. There is a private driveway paralleling the back lot line of Lots 4-12, however this area is

also to be used for buffer.

2. Single Access

Section:

82.202(e)(2)(B)

Requirement: A new subdivision must have two accesses to different streets.

Condition:

The proposed entrances (Vail Divide and Street A) both meet Highway 71 about

1200 feet apart.

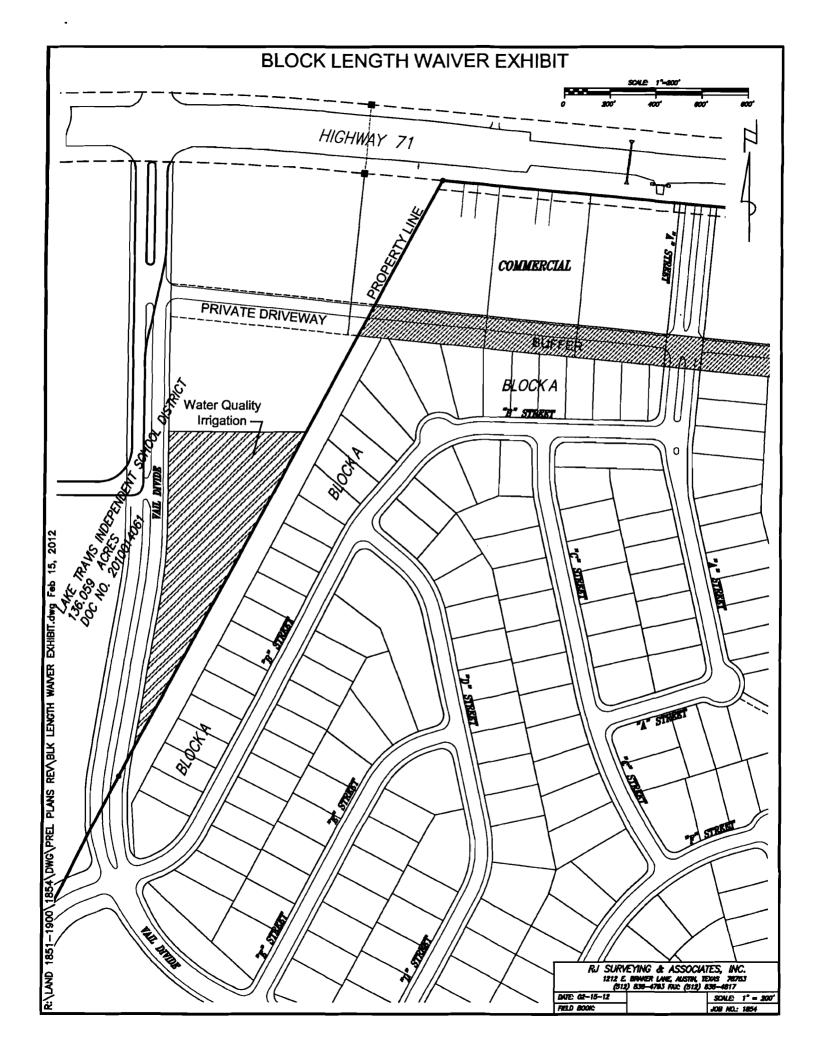
Waiver:

We request that the accesses remain as-is. The original proposal to extend Vail Divide to Hamilton Pool Road was eliminated by the City of Bee Cave and incorporated into the Developer's Agreement with them. That would have provided two access points. As a result, we have Vail Divide and Street A as the only publicly open access points. Per ESD No. 6 requirements, we will be providing an emergency only access to Hamilton Pool Road from the southern pod.

Technically speaking, the extension of Vail Divide to the site could be considered a separate access street as it is not on the subject property. Additionally, it crosses Highway 71 and ties into FM 620, providing a route independent of Highway 71.

In either case, Vail Divide is being extended to the site as a minor arterial (4-lanes divided with 92-foot ROW). Under Section 82.202(e)(3)(B)(ii) this can be allowed as the only access if the TIA supports the intersection capacity.

In addition to the minor arterial, the second entrance to Highway 71 and the emergency access to Hamilton Pool Road should provide sufficient access points in an emergency.



Masonwood 71

PHASING AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

THIS AGREEMENT is made and entered into by and between Masonwood 71, Ltd., a Texas limited partnership, and Meritage Homes of Texas, LLC, an Arizona limited liability company, (the "Developers"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Developers are in the process of subdividing that certain 147.59 acre tract of land described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Developers desire to develop the Property in phases; and

WHEREAS, the Developers have currently submitted a Preliminary Plan for the Property described as "Masonwood 71" for County approval; and

WHEREAS, it is contemplated that the Developers will subsequently submit Final Plats for other portions of the Property for County approval in accordance with the approved Preliminary Plan for Masonwood 71, (the "Preliminary Plan"); and

WHEREAS, the Developers and the County desire to provide for the orderly development of the remainder of the Property, including:

- a) the improvement of Vail Divide from Highway 71 to the western boundary of the Property (the "Offsite Vail Divide") which will provide access to the Property;
- b) the improvement of internal collector streets Vail Divide, Del Mar and De Fortuna (the "Internal Streets"), which will provide interior access to and through the Property; and
- c) the portion of Highway 71, a State of Texas road, (the "Highway 71"), which is adjacent to the Property; and
- d) the addition of an emergency access drive providing connection to Hamilton Pool Road.

WHEREAS, the development of the Property will necessitate the construction of the Offsite Vail Divide, Internal Streets and/or impact Highway 71; and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Offsite Vail Divide, Internal Streets and Highway 71 with the phased development of the Property;

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

- 1) In the phased development of the Property, the Developers agree that:
 - a) at the time of the first final plat, construction plans for the entire "Offsite Vail Divide" roadway and draft right of way dedication documents for the entire "Offsite Vail Divide" right of way will be submitted to Travis County for review. Construction plans meeting Travis County Subdivision requirements will need to be in an approvable form, and full fiscal posted, prior to scheduling the final plat for Commissioners Court approval. After construction of "Offsite Vail Divide" is completed and found to be satisfactory by Travis County inspectors and all requirements for acceptance of the public street for maintenance have been completed, the right of way dedication documents will be recorded prior to Travis County acceptance of the "Offsite Vail Divide" roadway for maintenance.
 - b) at the time that any commercial lots are final platted, construction plans for both the internal private drive as well as the offsite private drive that connects to Vail Divide, and a draft copy of the private drive easement which includes provisions for maintenance of the private drive, will be submitted to Travis County for review. Construction plans meeting Travis County Subdivision requirements will need to be in an approvable form, the private drive easement recorded and full fiscal posted, prior to scheduling the final plat for Commissioners Court approval. After private drive construction is completed and found to be satisfactory by Travis County inspectors, and all requirements for acceptance of completion of the private drive have been completed, the private drive will be submitted to Commissioner's Court for acceptance indicating that the "offsite private driveway" has been satisfactorily completed.
 - c) at the time that the "Internal Street" Del Mar Drive is final platted, construction plans for a right turn deceleration lane, and a right turn acceleration lane for Del Mar Drive on Highway 71 adjacent to the Property will be submitted for review and approval to Travis County and to TxDOT. Fiscal will be posted for construction of the deceleration and acceleration lanes that are required for Del Mar Drive on Highway 71 prior to approval of the Del Mar Drive final plat. In the event TxDOT constructs or is in the process of constructing an acceleration and/or deceleration lane for Del Mar Drive, the requirements of this paragraph will be deemed to have been satisfied.
 - d) at the time that Driveway 4 is included on a final plat, construction plans for a right turn deceleration lane for Driveway 4 on Highway 71 adjacent to the Property, and a design for a right-in only driveway, will be submitted for review and approval to Travis County and to TxDOT. Driveway 4 may only be constructed as a right-in only driveway. No traffic will be allowed to enter Highway 71 via Driveway 4. Fiscal will be posted for construction of the deceleration lane that is required for Driveway 4 on Highway 71 prior to approval of the final plat.. In the event TxDOT constructs or is in the process of constructing a deceleration lane for Driveway 4, the requirements of this paragraph will be deemed to have been satisfied.
 - e) at the time that Driveway 7 is final platted, construction plans for a right turn deceleration lane, and a right turn acceleration lane for Driveway 7 on Highway71 adjacent to the

Property will be submitted for review and approval to Travis County and to TxDOT. Fiscal will be posted for construction of the deceleration and acceleration lanes that are required for Driveway 7 on Highway 71 prior to approval of the final plat. In the event TxDOT constructs or is in the process of constructing an acceleration and/or deceleration lane for Driveway 7, the requirements of this paragraph will be deemed to have been satisfied.

- f) at the time of the first final plat, construction plans for a temporary, all-weather emergency access driveway from a public street in the first final plat to Hamilton Pool Road will be submitted to Travis County for review. The plans for the temporary, all-weather emergency access driveway will be included in the subdivision improvements plans. The temporary, all-weather access driveway will be constructed and accepted with the subdivision improvements for the first final plat. The temporary, all-weather access will extend from a public street in the first final plat to Hamilton Pool Road.
- g) at the time that Section 7, 8 and/or 9 is final platted, construction plans for the emergency access to Hamilton Pool Road will be submitted to Travis County and Emergency Services District No. 6 (ESD No. 6) for review and approval. Fiscal for the construction of the emergency access drive will be required prior to approval of the final plat that triggers construction of the emergency access drive. Both the County and the Developers recognize that the Lake Travis Independent School District (LTISD) has the right to and intends to build a private driveway within the Property from Hamilton Pool Road to the LTISD facilities located adjacent to the western boundary of the Property. In the event that the LTISD has built their private driveway and ESD No. 6 approves the LTISD driveway as emergency access to Section 7, 8 and/or 9, the requirements of this paragraph will be deemed to have been satisfied. In the case of the Offsite Vail Divide right-of-way dedication, it is anticipated that the dedication will be completed by separate instrument and not a final plat.
- 2) In the phased development of the Property, the County will, subject to the performance by the Developers of its obligations under this Agreement and the Travis County Standards for Construction of Streets and Drainage in Subdivisions, approve the subsequent Final Plats of the Property.
- 3) Notwithstanding anything in this Agreement to the contrary, if the County initiates a project to improve any portion or all of the Offsite Vail Divide and/or the addition of east bound right turn lanes to Highway 71 which are adjacent to the Property as defined in the February 29, 2012 Traffic Impact Analysis and required by TxDOT to provide access to the Property, the Developers will:
 - a) have the obligation to pay for the improvement of the Offsite Vail Divide adjacent to the Property as shown on Exhibit "B"; and/or
 - b) continue to have the obligation to post construction security pursuant to this Agreement.

If such fiscal is received after the County has begun or has completed the contemplated improvements, the fiscal will be in the form of cash and be used to reimburse the County for the actual costs of constructing the Offsite Vail Divide and/or the addition of east bound right turn

lanes to Highway 71 which are adjacent to the Property as defined in the February 29, 2012 Traffic Impact Analysis and required by TxDOT to provide access to the Property.

- 5) The right-of-way and any slope or drainage easement dedications, which must be dedicated under this Agreement, shall be in an approved County form and must be free from any encumbrances, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the County Attorney's Office, adversely affect the County's ability to use the right-of-way or easements for their intended purpose.
- 6) If the Developers submit a Final Plat(s) for a portion of a Phase of the Property or if the Preliminary Plan for the Property is revised and approved, the County and the Developers 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 improvement of the Offsite Vail Divide, Internal Streets and/or Highway 71.
- 7) The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Developers from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Developers under the terms of this Agreement.

8) Miscellaneous.

- a) Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.
- b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.
- c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.
- d) Assignment by the Developers. The rights, duties, and responsibilities of the Developers may be assigned only with the consent of the County, which will not be unreasonably withheld or unduly delayed.
- e) Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

Developer: Masonwood 71, Ltd

c/o James Meredith

1004 Mopac Circle, Suite 201

Austin, Texas 78746

Developer: Meritage Homes of Texas, LLC

c/o Dale Thornton

8920 Business Park Drive, Suite 250

Austin, Texas 78759

Copy To: McLean & Howard, LLP

c/o Bill McLean

901 S MoPac Expressway, Suite 225

Austin, Texas 78746

Copy To: Meritage Homes Corporation

c/o Jennifer Lee, Esq.

17851 North 85th Street, Suite 300

Scottsdale, Arizona 85255

Travis County: Steven Manilla, P.E. (or successor)

County Executive, TNR

P.O. Box 1748

Austin, Texas 78767

Copy to: Ken Oden (or successor)

Travis County Attorney

P.O. Box 1748

Austin, Texas 78767

The Parties may from time-to-time change their respective addresses by written notice to the other party.

g) Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

- h) Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- i) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

EXECUTED to be effective as of the later date set forth below.
Date:
Masonwood 71, Ltd., a Texas Limited Partnership By: Masonwood 71 GP, LLC General Partner
By:
Printed Name: <u>James W. Meredith</u>
Title: Manager
Date:
Meritage Homes of Texas, LLC, an Arizona Limited Liability Company
By:
Printed Name: Charlie Coleman
Title: <u>Division President</u>
Date:

TRAVIS COUNTY, TEXAS	
By:	
Samuel T. Biscoe, County Judg	ge
Date:	
A	ACKNOWLEDGEMENT
STATE OF TEXAS	
COUNTY OF TRAVIS	
This instrument was acknowledged l	
by of Tr	avis County, Texas, in the capacity stated.
	Notary Public, State of Texas
	My Commission Expires:
	(Printed Name of Notary)

After Recording Return To: Travis County, Texas Attn: Transportation and Natur

Attn: Transportation and Natural Resources Department

P.O. Box 1748 Austin, Texas 78701

MASONWOOD 71 PRELIMINARY PLAN

ESD Na. 6 Note

1. The distance between Voil Divide and Del Mar Drive (approximately 1200 linear feet) satisfies the access requirements of 2009 IFC 0107.1 for Section 1 through 6 of the development.

2. The multifamily entronce will be connected to Del Mar Drive when the multifamily site is developed.

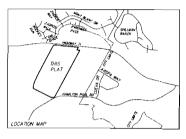
3. Sections 7 through 9 kill have emergency occess to Hamilton Pool Road via golde entrunces to no nil-seather drivency that connects to De Fortuna Drive and illia Frontera Drive. The oil-seather occess shall be constructed at the nil-seather occess shall be constructed at Drive or constructed. The position of the Drive or constructed. The golds that seather the fortuna Drive and falls fronten Drive from the Fortuna Drive and falls fronten Drive from the cocess drivency shall be equipped such that the occess drivency shall be equipped such that the residents can once not not golds under emergency shall afters without the assistance of CSD Na. 6.

LEGAL DESCRIPTION;

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NO.	TRAVIS COUNTY REVISION REVISION DESCRIPTION	REVIEW BY: DATE
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REV. NO. SHT. NO.	DESCRIPTION OF REVISION	ACCEPTED	DATÉ		
					
_					



PROPERTY OWNERS:

MASONWOOD 71, LTD. 1004 MOPAC CIRCLE, STE. 201 AUSTIN, TEXAS 78746 OFFICE: (512) 308-8300 FAX: (512) 306-8399

MERITAGE HOMES OF TEXAS, LLC 6920 BUSINESS PARK DR., STE. 250 AUSTIN, TEXAS 76759 OFFICE: (512) 331-6863

LAND PLANNER:

RANDALL JONES & ASSOCIATES ENGINEERING INC. 1212 E. BRAKER LANE AUSTIN, TEXAS 78753 OFFICE: (512) 836-4793 FAX: (512) 836-4817

SURVEYORS:

JOHN KENNETH WEIGAND RJ SURVEYING & ASSOCIATES, INC. 1212 E. BRAKER LANE AUSTIN, TEXAS 78753 OFFICE: (512) 838-4793 FAX: (512) 838-4817

SHEET INDEX

1. COVER SHEET

2. PRELIMINARY PLAT (1 of 2) 3. PRELIMINARY PLAT (2 OF 2) RANDALL
JONES &
ASSOCIATES
ENGINEERIN
INC.
9078

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) B36-4793

COVER SHEET

SUBMITTED BY:

ANDREW A. CHANIS, P.E.

2 (15) IL

ANDREW A. CHANIS, P.E. DATE LICENSED PROFESSIONAL ENGINEER NO. 102801

APPROVED BY:

CITY ENGINEER, CITY OF BEE CAVE

DATE

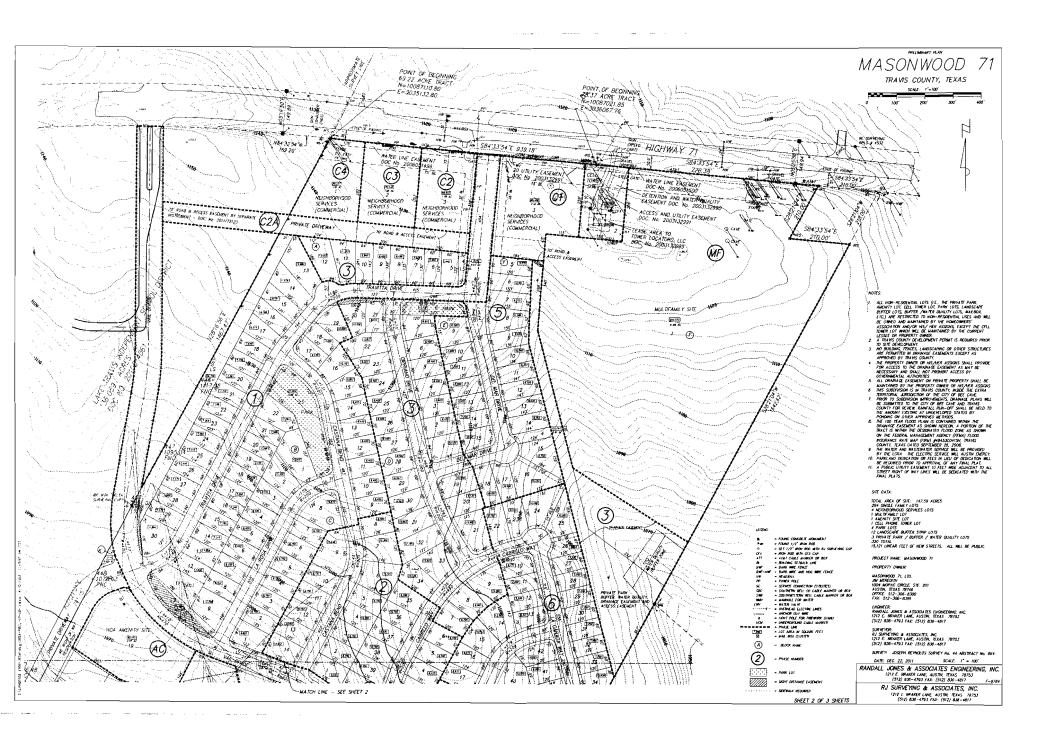
RAVIS COUNTY, E.S.D. #6

04-35-2012 Date

OFFICIAL SUBMITTAL DATE

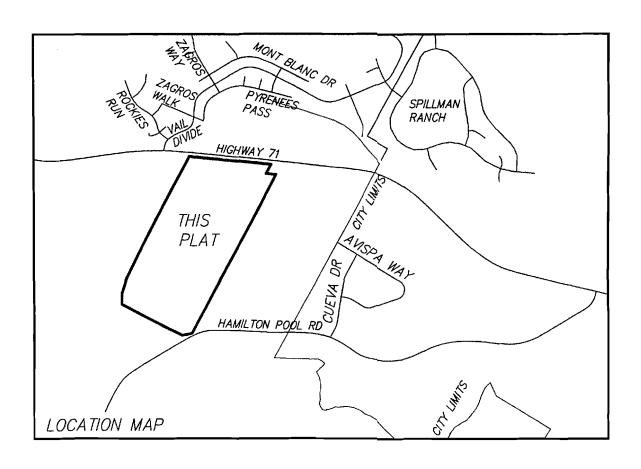
CHECKED:
FILE: 1854
SCALE N/A
SHEET
01

DATE: DEC. 2011





Masonwood 71 Preliminary Plan Location Map



Masonwood 71 Preliminary Plan Precinct Map

