



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Teresa Calkins **Phone #:** 854-7569

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

Department Head/Title: 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 Cabins at Lake Travis Condominiums – twenty (20) single-family detached units; and
- B) A Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes the construction of 20 new residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Barbaro Way, a private street located in The Reserve at Lake Travis Subdivision. 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 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.

EXHIBITS/ATTACHMENTS:

Site location map

Site plan

Construction agreement

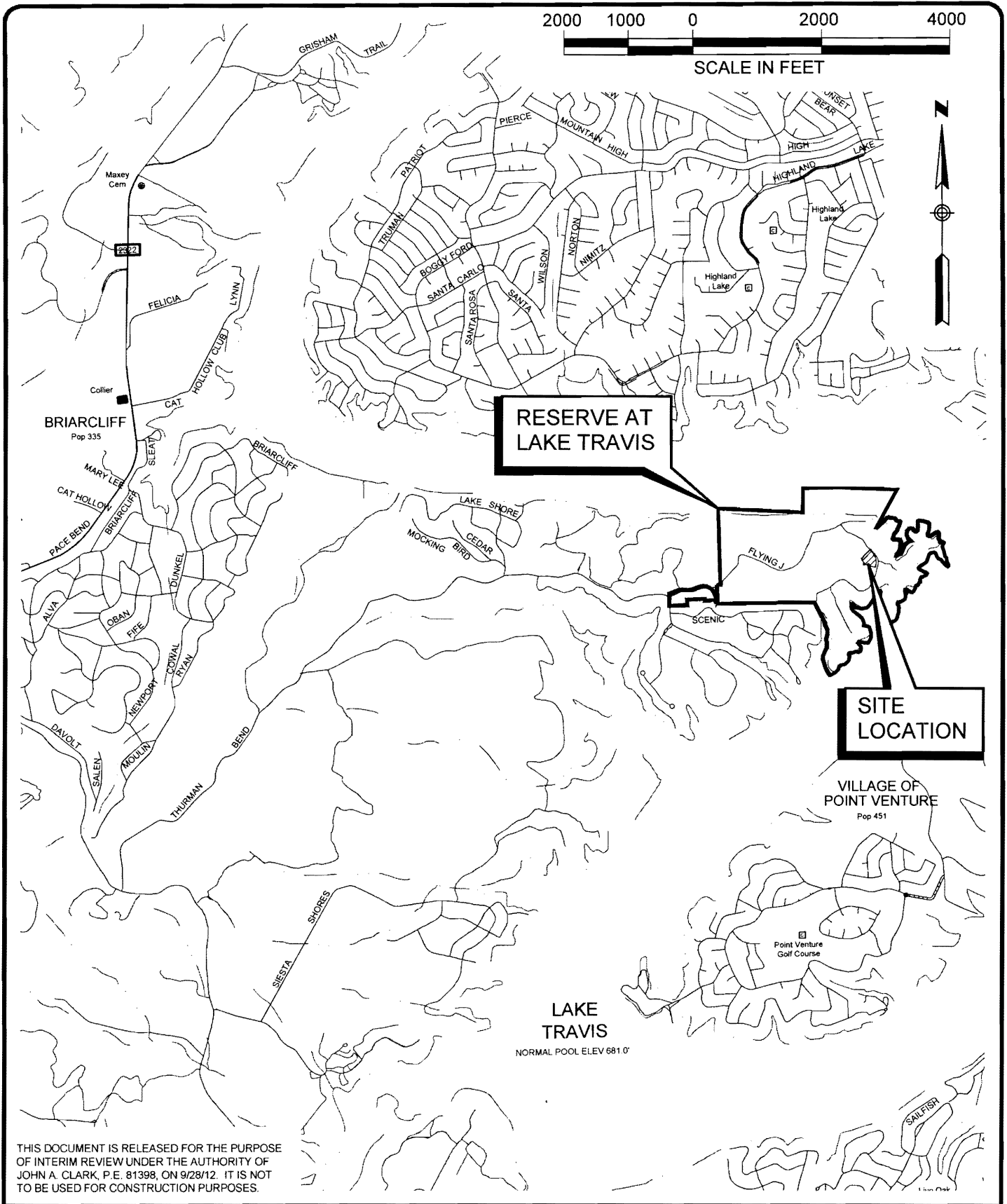
REQUIRED AUTHORIZATIONS:

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

CC:

TC:tc:

1101 - Development Svs- The Cabins at Lake Travis Condominiums



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 9/28/12. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

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LJA Engineering, Inc.

5316 Highway 290 West
Suite 150
Austin, Texas 78735



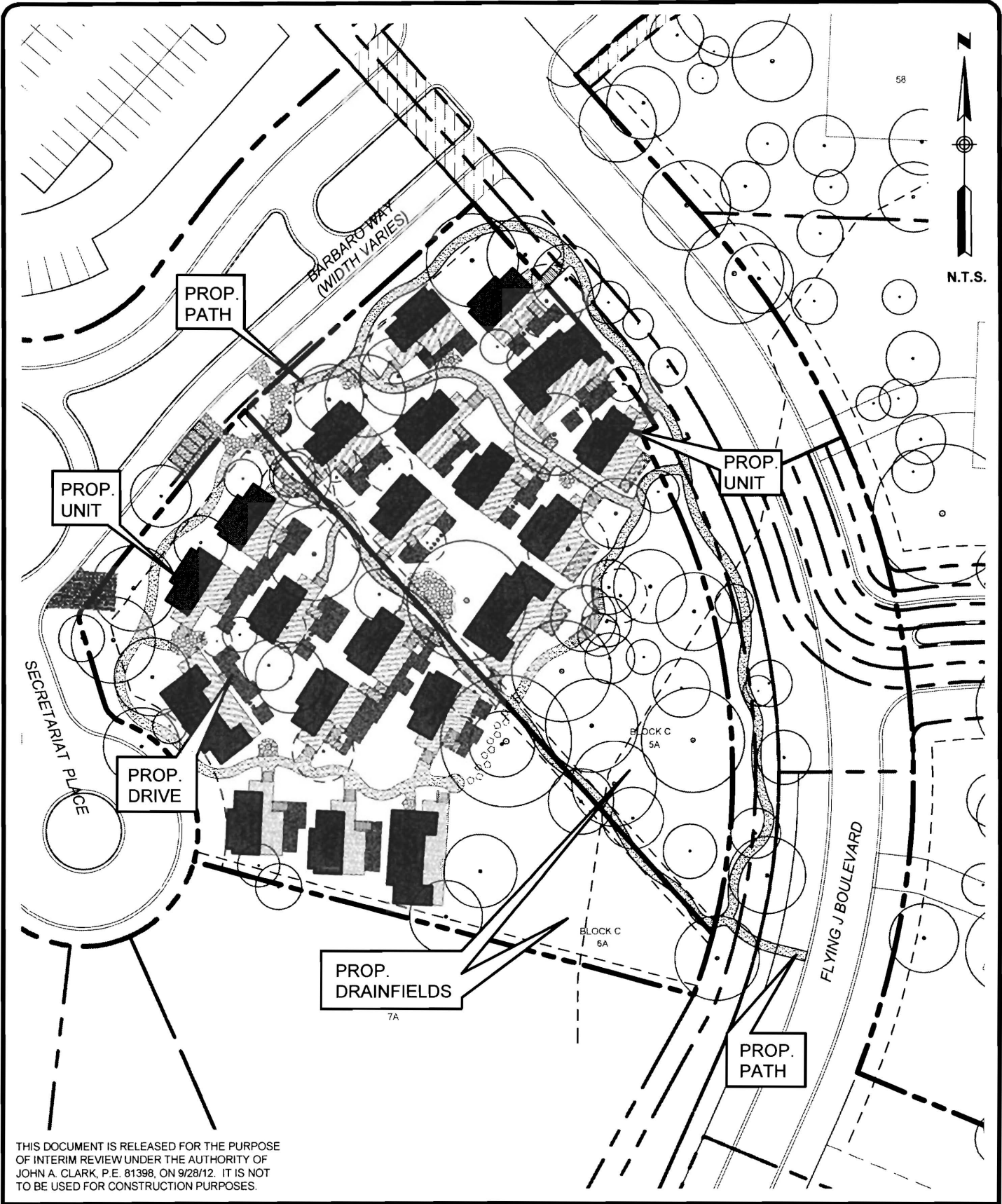
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS
THE CABINS**

LOCATION MAP EXHIBIT

CAB-LOC-EXHIBIT.DWG

1 OF 1



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5316 Highway 290 West
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Fax 512.439.4716
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS
THE CABINS**

SITE PLAN EXHIBIT

CAB-SITE-EXHIBIT.DWG

COPY

**THE CABINS AT LAKE TRAVIS 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 2.029 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 walkways (the "**Private Walkways**") and drainage improvements (the "**Drainage Improvements**") described in The Reserve at Lake Travis, The Cabins Site Plan Condominiums ("**Construction Plans**").

C. The Private Walkways 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 Walkways 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 Walkways 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 Walkways and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Walkways 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 Walkways 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 Walkways 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 Walkways.

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 four thousand seven hundred seventy-six dollars and forty-three cents Dollars (\$4,776.42). In addition, the Developer shall pay inspection fees in the amount of \$ N/A per linear foot of street, in the total amount of N/A Dollars (\$ N/A), 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: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____
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 5A and 6A, in Block C, Resubdivision of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 200900119 in the Official Public Records of Travis County, Texas.

EXHIBIT "B"
CONSTRUCTION PLANS

COPY

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

Updated 10-25-2012 @ 4:25 p.m.

After Recording Return to:

Travis County, Texas

Attn: Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767