



Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: July 23, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director, Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

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

- A) Cash Security Agreement for Senna Hills, Section 8;
- B) Cash Security Agreement for Senna Hills, Section 9; and
- C) Cash Security Agreement for Senna Hills, Section 10.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivisions requests to enter into three Cash Security Agreements with Travis County. These agreements will replace the already posted bonds for the street and drainage facilities within the three sections. All three sections are recorded subdivisions and are in the process of being accepted for maintenance.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Approving these agreements will allow the developer to have the current bonds released. The required amount of fiscal posted will remain unchanged.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA.

EXHIBITS/ATTACHMENTS:

Request Letter
Cash Security Agreements
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services	(512)-854-7561

CC:

AB:SM:ps

1101 - Development Services Long Range Planning- Senna Hills, Sections 8, 9, & 10

June 24, 2013

Austin Division

11200 Lakeline Blvd.
Suite 150A
Austin, TX 78717

p. (512) 328-8866
f. (512) 328-7988

taylormorrison.com

Mr. Paul Scoggins
Travis County
Transportation and Natural Resources
700 Lavaca Street
Travis County Admin. Building
Austin, Texas 78701

Re: Senna Hills Cash Security

Dear Paul:

Enclosed are the following with regard to the Senna Hills project:

1. Cash Security Agreement for Senna Hills, Section 8 in the amount of \$22,650.40
2. Cash Security Agreement for Senna Hills, Section 9 in the amount of \$23,052.69
3. Cash Security Agreement for Senna Hills, Section 10 in the amount of \$19,401.37
4. Check in the amount of \$65,104.66 for the three Agreements

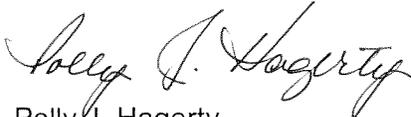
I understand that the Agreements need to be approved by Travis County Commissioners Court in order for the bonds to actually be released. We would appreciate your scheduling this approval as soon as possible, and letting me know the date they are to go before the Court.

As the bonds have been in existence for a number of years, the address on them is outdated. Therefore, once the replacement is approved, please return the bonds to me at the address above. I will then deliver them to our Corporate Risk Manager who will be able to get them to the proper location for cancellation.

Please let me know if you need anything else. Thanks for your help with this!

Sincerely,

Taylor Morrison of Texas, Inc.



Polly J. Hagerty
Land Contracts and Closing Associate

PJH
Enclosures

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc. (fka Taylor Woodrow Homes – Austin Division, Ltd.)

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$22,650.40

SUBDIVISION: Senna Hills, Section 8

DATE OF POSTING: June 21, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this “Agreement”). Travis County (the “County”) may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the “Standards). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions (“the “Standards”), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

DEVELOPER

**Taylor Morrison of Texas, Inc. (fka
Taylor Woodrow Homes – Austin
Division, Ltd.)**

ADDRESS OF DEVELOPER

By: 
Name: Adib R. Khoury
Title: VP
Date: 6-21-17

11200 Lakeline Blvd., Ste 150A
Austin, Texas 78717
Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$23,052.69

SUBDIVISION: Senna Hills, Section 9

DATE OF POSTING: June 21, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

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By: 

Name: Adib R. Khoury

Title: VP

Date: 6.21.13

ADDRESS OF DEVELOPER

11200 Lakeline Blvd., Ste 150A

Austin, Texas 78717

Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Taylor Morrison of Texas, Inc. (fka Taylor Woodrow Homes – Austin Division, Ltd.)

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$19,401.37

SUBDIVISION: Senna Hills, Section 10

DATE OF POSTING: June 21, 2013

EXPIRATION DATE: Three Years, or more, from Date of Posting

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Title: VP
Date: 6-21-13

11200 Lakeline Blvd., Ste 150A
Austin, Texas 78717
Phone: 512-328-8866

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

2008-00030

PHOTOGRAPHIC MYLAR

SENNA HILLS SECTION EIGHT

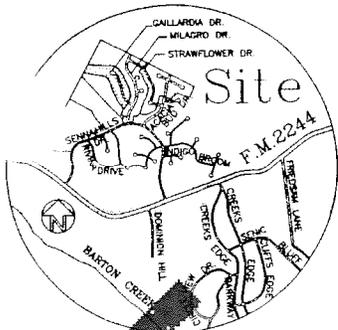
LEGEND

- ▲ BENCHMARK
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- CONCRETE MONUMENT SET
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRICAL EASEMENT
- SIDEWALKS

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	374.85	243.06	240.71'	N34°36'48"W	37°28'38"
C2	374.85	212.35	208.59'	S34°36'48"E	37°28'38"
C3	275.00	138.17	137.89'	N30°22'22"W	28°59'45"
C4	325.00	198.78	195.70'	S33°23'48"E	35°2'41"
C5	25.00	31.67	28.59'	N81°9'24"W	72°34'21"
C6	60.00	287.32	73.95'	N24°36'58"E	283°55'5"
C7	25.00	16.32	16.13'	S32°13'28"E	31°23'40"
C8	25.00	12.37	12.25'	S27°42'11"E	28°21'22"
C9	25.00	3.94	3.94'	S46°24'1"E	13°40'30"

SCALE 1" = 100'



LOCATION MAP

5
P.U.E. & D.E.
11.077 ACRES

114
P.U.E.
5.518 ACRES

SENNA HILLS SECTION SEVEN
28.855 ACRES
DOC. NO. 2005-00138

SENNA HILLS SECTION SIX
31.394 ACRES
DOC. NO. 2001-00091

115
P.U.E. & D.E.
10.028 ACRES

PROPOSED
SENNA HILLS SECTION NINE
17.585 ACRES
SENNA HILLS, LTD.
VOL. 11696 PG. 66
JOHN G. MUSTAIN SURVEY NO. 40, ABST. 2636
J. M. TEAGUE SURVEY NO. 40, ABST. 2502

LAND USE SUMMARY
SINGLE FAMILY LOTS: 22
P.U.E. & D.E.: 1
TOTAL LOTS: 23
TOTAL ACREAGE: 12.487 ACRES
DENSITY: 1.76 UNITS/ACRE

STREET LENGTHS
GALLARDIA DRIVE (50' ROW): 976'
TOTAL: 976'

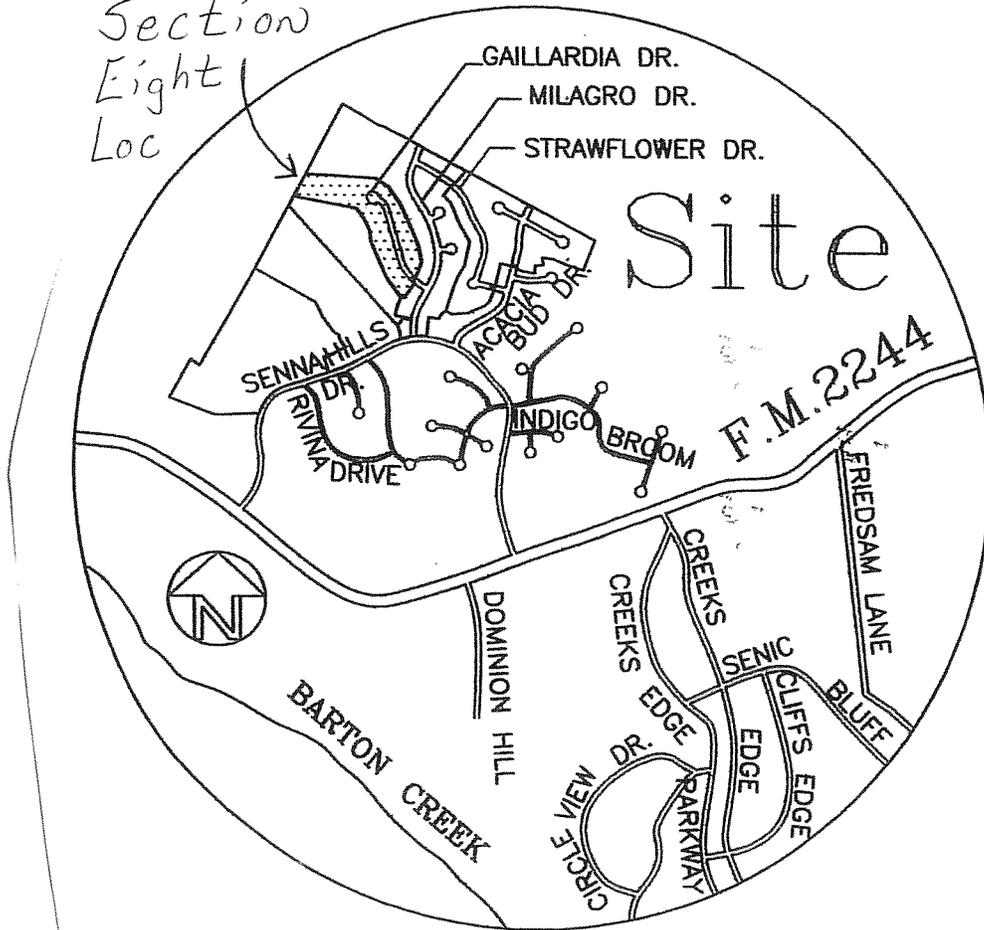
AUPPERLE COMPANY

Engineering, Planning & Development Services
10088 Circleview Drive Austin, Texas 78733 512 422-7838

C8J-92-0080.05.6A SHEET 3 OF 3

OCTOBER 5, 2004

Section
Eight
Loc



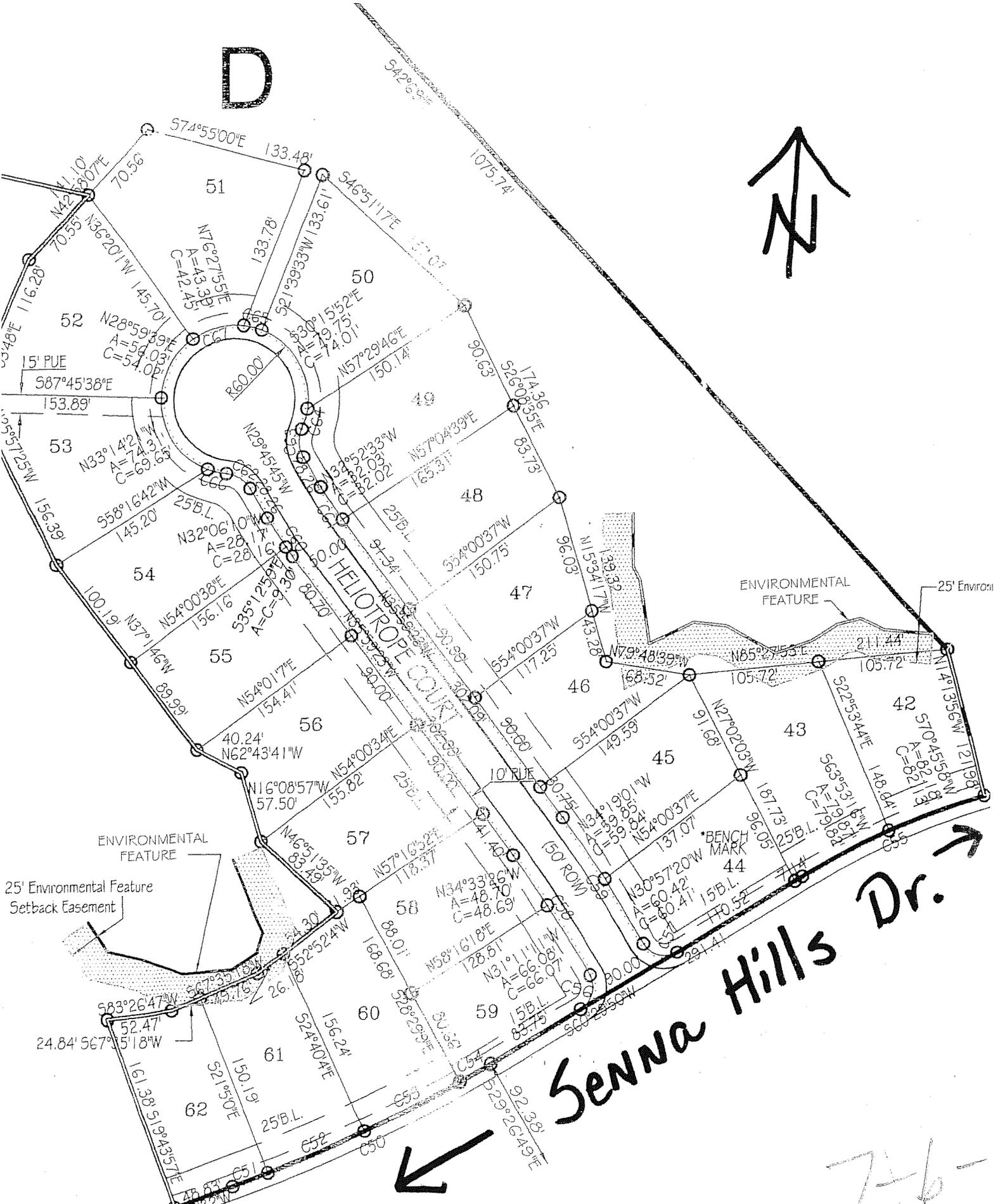
LOCATION MAP
NTS

SENNA HILLS SECTION EIGHT

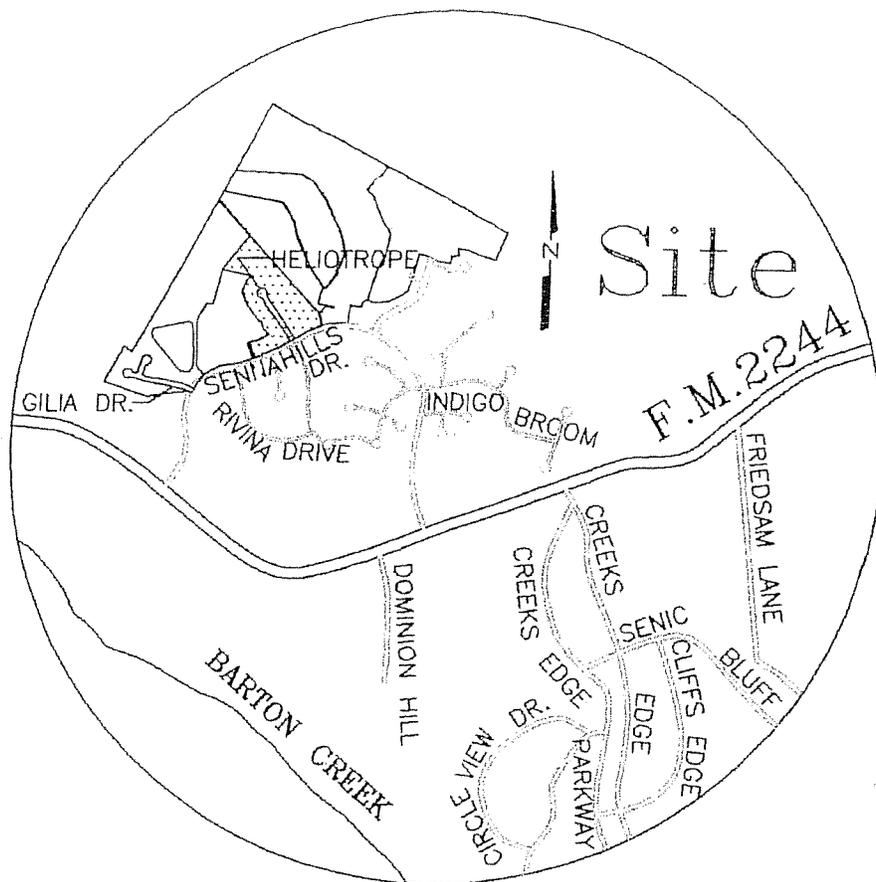
4.688 ACRES
P.U.E. & D.E.

SENNA HILLS SECTION NINE

D



SENNA HILLS SECTION NINE



LOCATION MAP
NTS

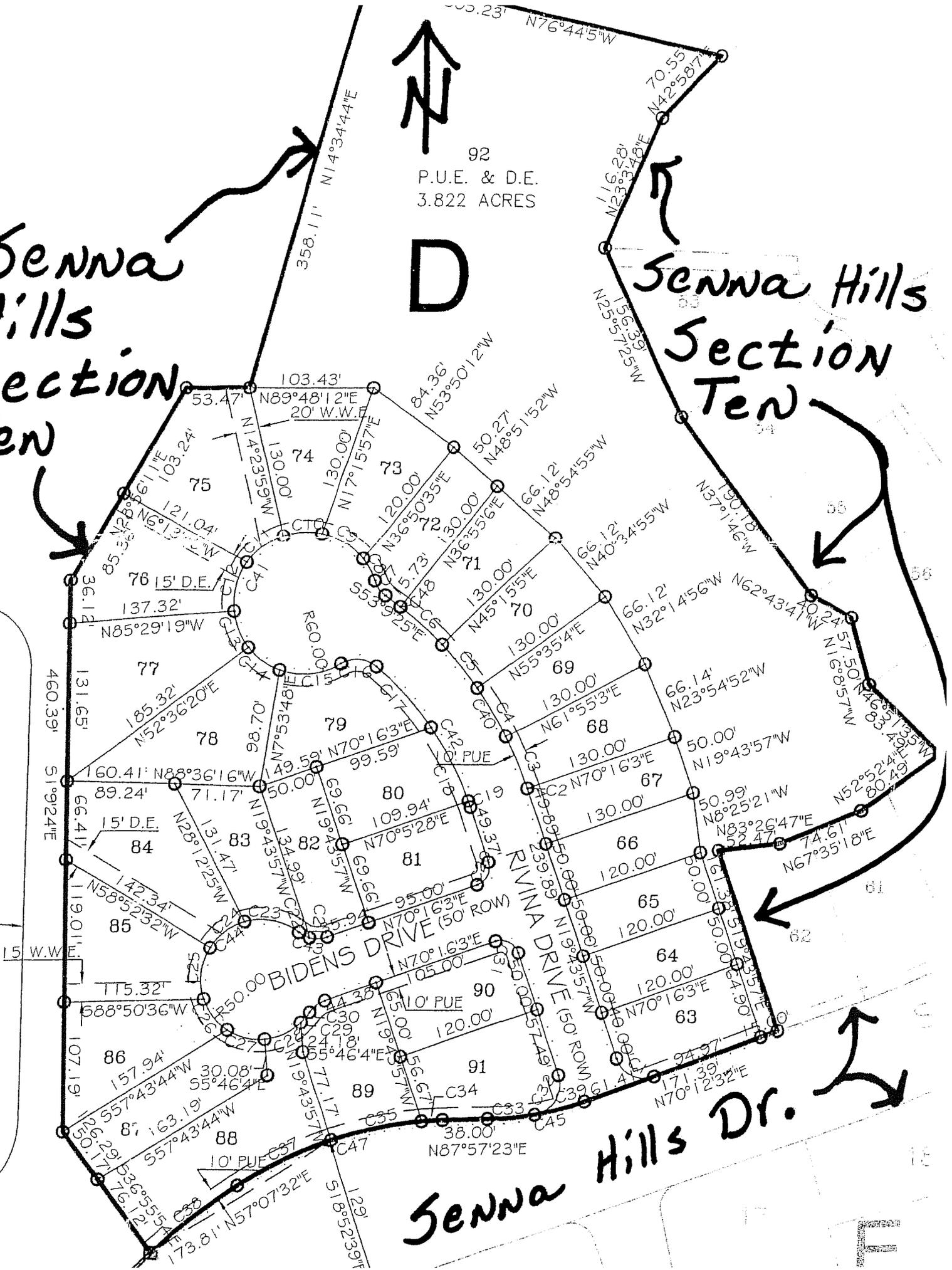


92
P.U.E. & D.E.
3.822 ACRES

D

Senna Hills
Section
Ten

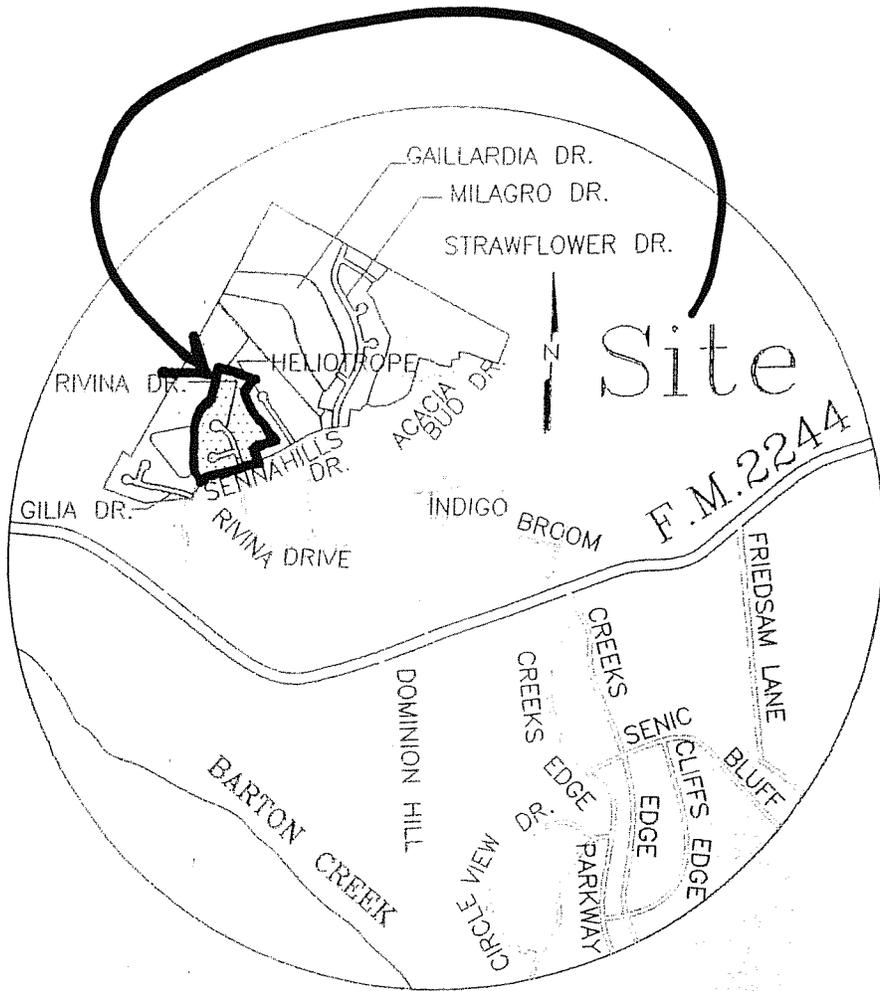
Senna Hills
Section
Ten



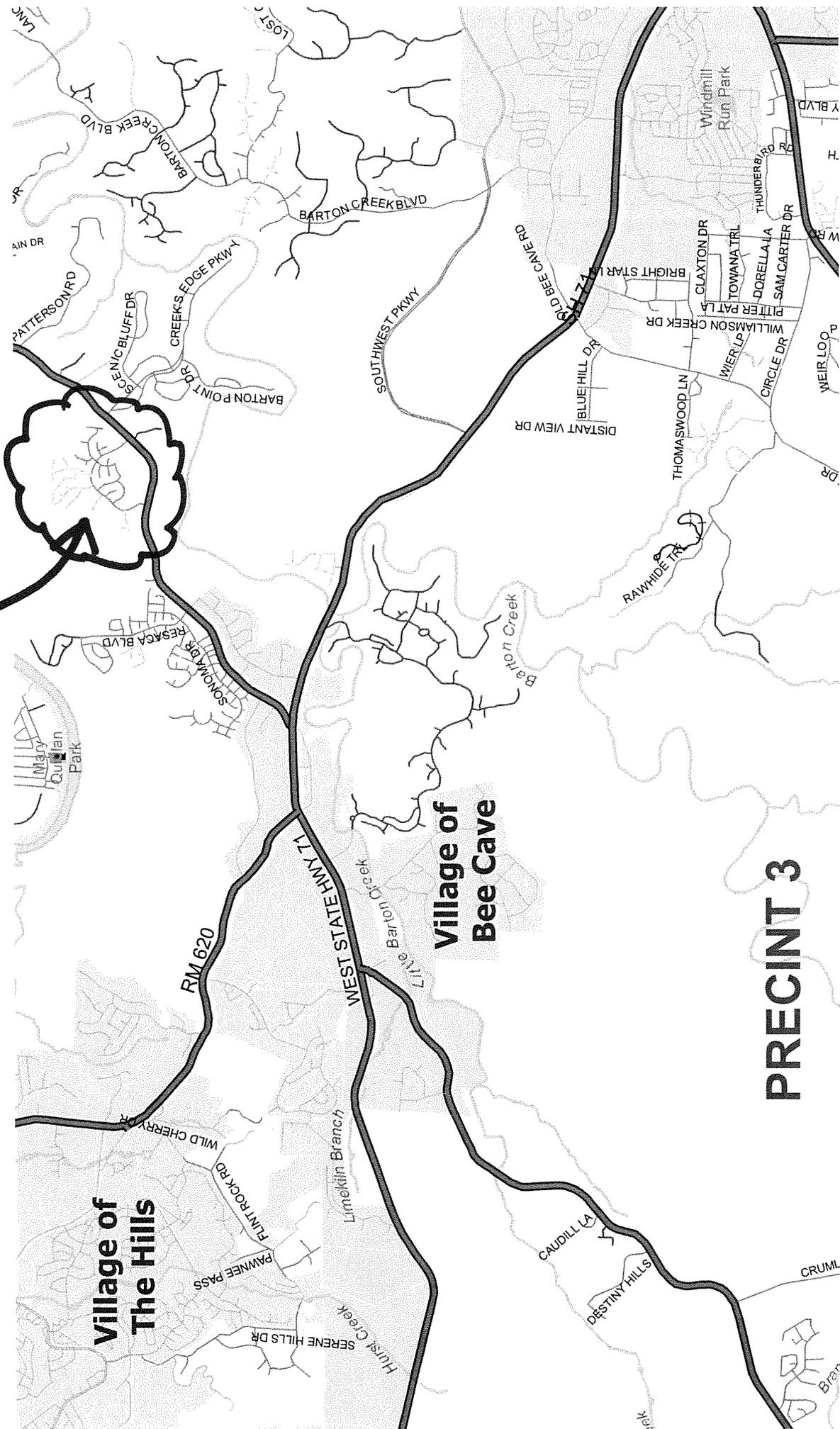
Senna Hills Dr.

F

SENNA HILLS SECTION TEN



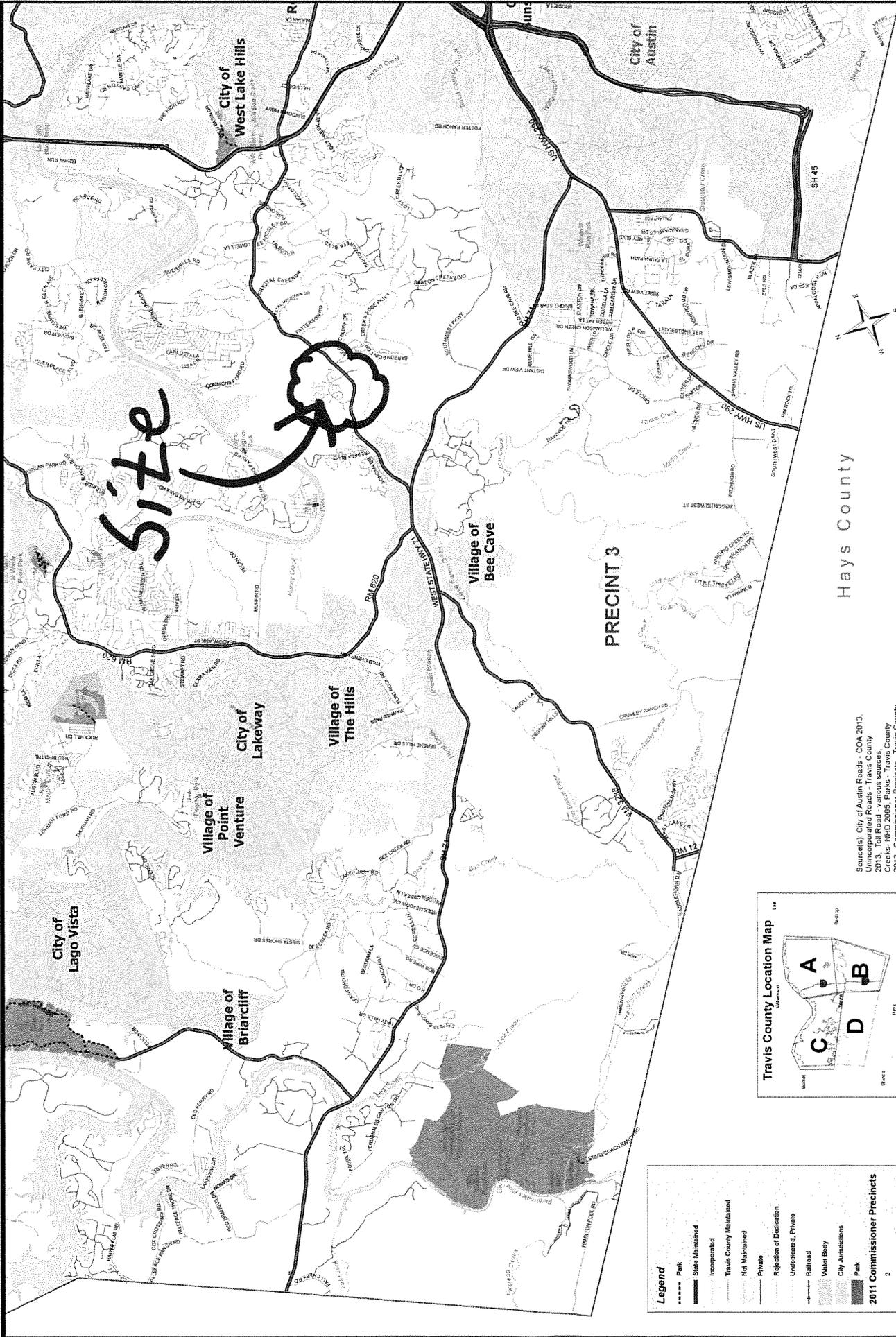
Site



Village of The Hills

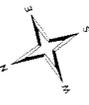
Village of Bee Cave

PRECINCT 3



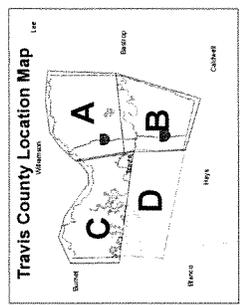
Site

Map Prepared by Travis County,
Dept. of Transportation & Natural
Resources
Date 02/20/13



Travis County Roadways, Map D

Sources: City of Austin Roads - COA 2013,
Unincorporated Roads - Travis County
2013, Toll Road - various sources,
Creeks- NHD 2005, Parks - Travis County
2013, Commissioner Precincts - Travis County
Voter Registrar 2011



Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdiction
- Park

2011 Commissioner Precincts

- 2
- 3

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