



Travis County Commissioners Court Agenda Request

Meeting Date: August 20, 2013

Prepared By: Jose Luis Arriaga **Phone #:** (512) 854-7562

Division Director/Manager: Anna Bowlin, Division Director of 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:

- A) Preliminary plan - Hills of Bear Creek, Preliminary Plan - FM 1626 - 206 total lots - City of Austin 2-Mile ETJ in Precinct 3.; and
- B) Phasing Agreement for Hills of Bear Creek, Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

The subject property consists of a preliminary plan, The Hills of Bear Creek. It is located in the City of Austin's 2-Mile ETJ. It proposes 206 total lots: 197 single family lots, 5 open and drainage lots, 3 open space, wastewater, amenity center lots, and 1 commercial lot on 77.71 acres. There are 8,094 linear feet of public streets being proposed with this development. The property is bounded by FM 1626 on the north and is adjacent to Johnson Lane. The majority of the single family lots will take access from Johnson Lane and the commercial lot will only take access from FM 1626. Water and wastewater will be provided by the City of Austin.

STAFF RECOMMENDATIONS:

As this preliminary plan meets all Title 30 requirements and has been approved by the City of Austin's Zoning and Platting Commission; TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:

The applicant originally was requesting a variance from Title 30-2-158(B(2) Access to Streets (Requires that a new subdivision must have at least two access streets and each of the two access streets must connect to a different external street - FM 1626). The variance was presented to Commissioners Court on March 12, 2013 and was discussed by court. There was opposition from adjacent property owners who opposed the variance. The court recommended the applicant meet with those property owners and there were several meetings that took place. After several meetings and discussions with County Staff, Commissioner Gerald Daugherty and TXDOT; the applicant subsequently agreed to add a connection to FM 1626 and therefore the variance was no longer required.

The applicant also voluntarily agreed to the following conditions with the residents of Bear Creek Park neighborhood and are noted on letter prepared by the applicants engineer, Larry Hanrahan. (See attached letter.) The conditions included the following: 1) adding the connection to FM 1626, 2) reduction in lots from 208 to 196, 3) adding an emergency access through adjacent baseball fields, 4) widening Johnson Lane to collector status, and 5) extend fire flow to residents of the Bear Creek Park neighborhood and others.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location Map
- Preliminary Plan
- Applicant's Letter
- Phasing Agreement
- Precinct Map

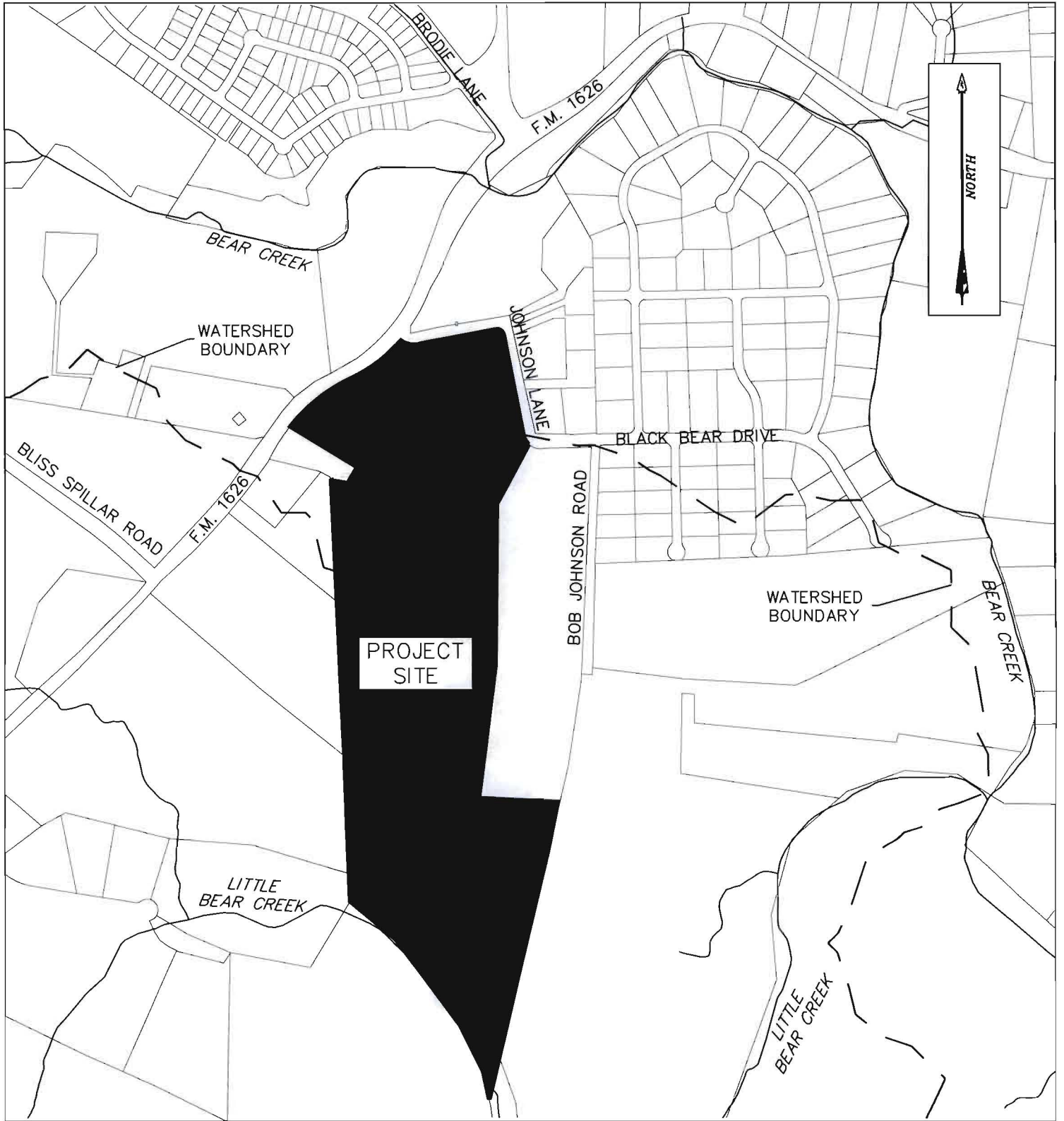
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:ja

1101 - Development Services Long Range Planning- Hills of Bear Creek



HPE

HANRAHAN • PITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
803 CHASE PARK DRIVE
ALSTON, TEXAS 75554
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HPE@HPE.COM

THE HILLS OF BEAR CREEK
PRELIMINARY PLAN
OVERALL LAYOUT



Revision 4
Revision 3
Revision 2
Revision 1
Date: 06/05/12
Scale (Plot): 1"=200'
Scale (Print):
Job No: 211-14
Project: JOHNSON STUDY/PRELIMINARY PLAN
Drawn By: HD
Checked By: LHM
Supervisor: OVERALL

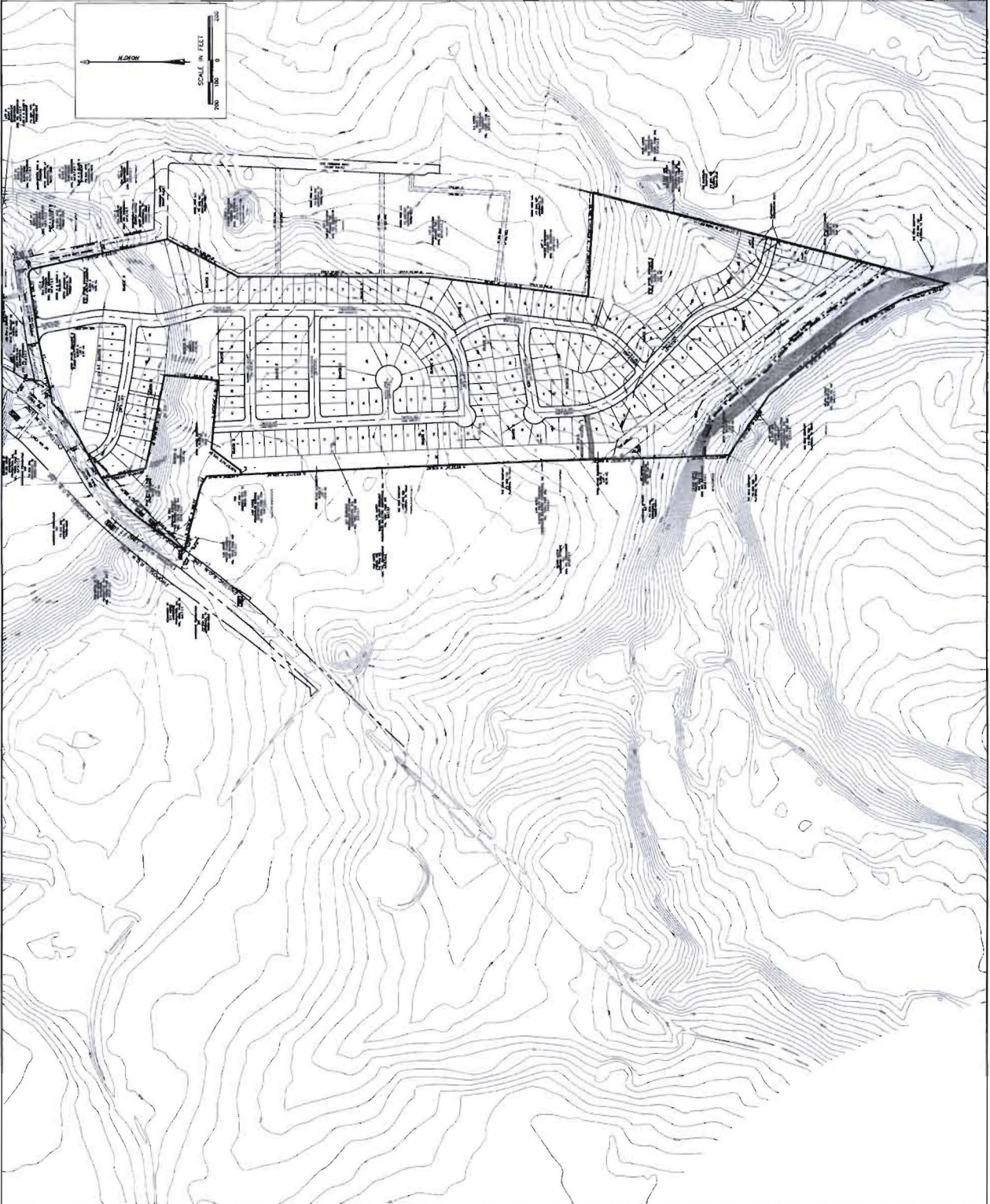
SHEET
01 of 04

TOTAL ACREAGE
SINGLE FAMILY : 72.671
COMMERCIAL : 5.04
77.708 AC.

TADOT _____ DATE _____

CONTRACTOR SHALL VERIFY ALL UTILITIES, EXISTING AND PROPOSED, AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL AFFECTED AGENCIES PRIOR TO CONSTRUCTION.

C8J-2012-0095

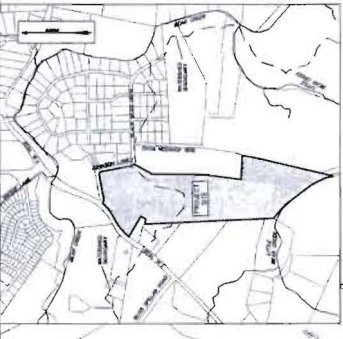


HANRAHAN • PITCHARD ENGINEERING, INC.
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 1733 CHINA PLAZA DRIVE
 ALBANY, TEXAS 75704
 OFFICE: 281.654.4324 FAX: 281.654.4325
 WWW.HPE-INC.COM

THE HILLS OF BEAR CREEK
 PRELIMINARY PLAN

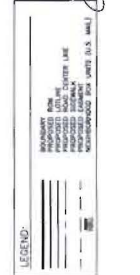
File Projects/Jonson Shdwtr/Preliminary Plan
 Job No. 211-14
 Scale (Plot) 1"=100'
 Scale (Sheet)
 Date 06/05/12 Checked By LHJ Drawn By HD
 Revision 1
 Revision 2
 Revision 3
 Revision 4

SHEET
 02 of 04

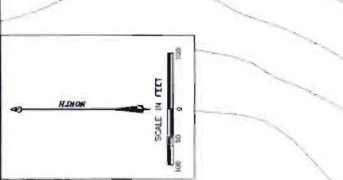


NO.	DESCRIPTION	DATE	BY	REVISION
1	PRELIMINARY PLAN	06/05/12	HD	
2	REVISED PLAN	06/05/12	HD	
3	REVISED PLAN	06/05/12	HD	
4	REVISED PLAN	06/05/12	HD	
5	REVISED PLAN	06/05/12	HD	
6	REVISED PLAN	06/05/12	HD	
7	REVISED PLAN	06/05/12	HD	
8	REVISED PLAN	06/05/12	HD	
9	REVISED PLAN	06/05/12	HD	
10	REVISED PLAN	06/05/12	HD	

THE HILLS OF BEAR CREEK SUBDIVISION IS LOCATED IN BROWN COUNTY WITHIN THE CITY OF ALBANY, TEXAS. THE SUBDIVISION IS BOUND BY THE CITY OF ALBANY TO THE NORTH AND WEST, AND BY THE CITY OF ALBANY TO THE SOUTH AND EAST. THE SUBDIVISION IS BOUND BY THE CITY OF ALBANY TO THE NORTH AND WEST, AND BY THE CITY OF ALBANY TO THE SOUTH AND EAST. THE SUBDIVISION IS BOUND BY THE CITY OF ALBANY TO THE NORTH AND WEST, AND BY THE CITY OF ALBANY TO THE SOUTH AND EAST.



CONTRACTOR SHALL VERIFY ALL UTILITIES, EASEMENTS, AND SURVEY INFORMATION FOR ACCURACY AND CORRECTNESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

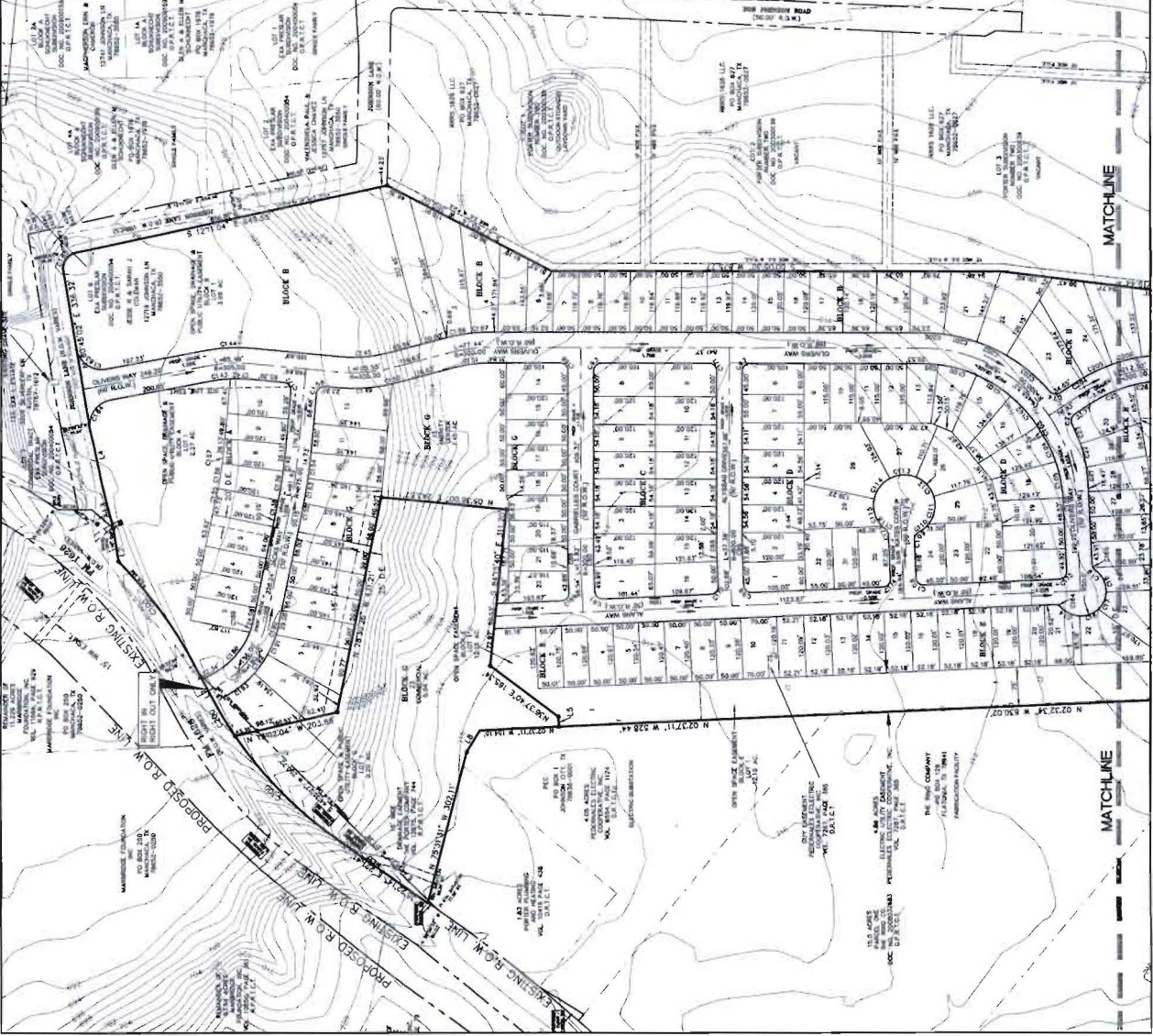


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CHURVE	LENGTH	BEARING	CHURVE	LENGTH	BEARING
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30	100.00	N 00° 00' 00" E	30	100.00	N 00° 00' 00" E

CHURVE	LENGTH	BEARING	CHURVE	LENGTH	BEARING
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32	100.00	N 00° 00' 00" E	32	100.00	N 00° 00' 00" E
33	100.00	N 00° 00' 00" E	33	100.00	N 00° 00' 00" E
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39	100.00	N 00° 00' 00" E	39	100.00	N 00° 00' 00" E
40	100.00	N 00° 00' 00" E	40	100.00	N 00° 00' 00" E



File Project: Johnson Sp...
Scale (Horizontal): 1"=100'
Scale (Vertical): 1"=20'
Drawn By: LHM
Checked By: HJD
Date: 08/05/12
Revision 1
Revision 2
Revision 3
Revision 4



THE HILLS OF BEAR CREEK
PRELIMINARY PLAN

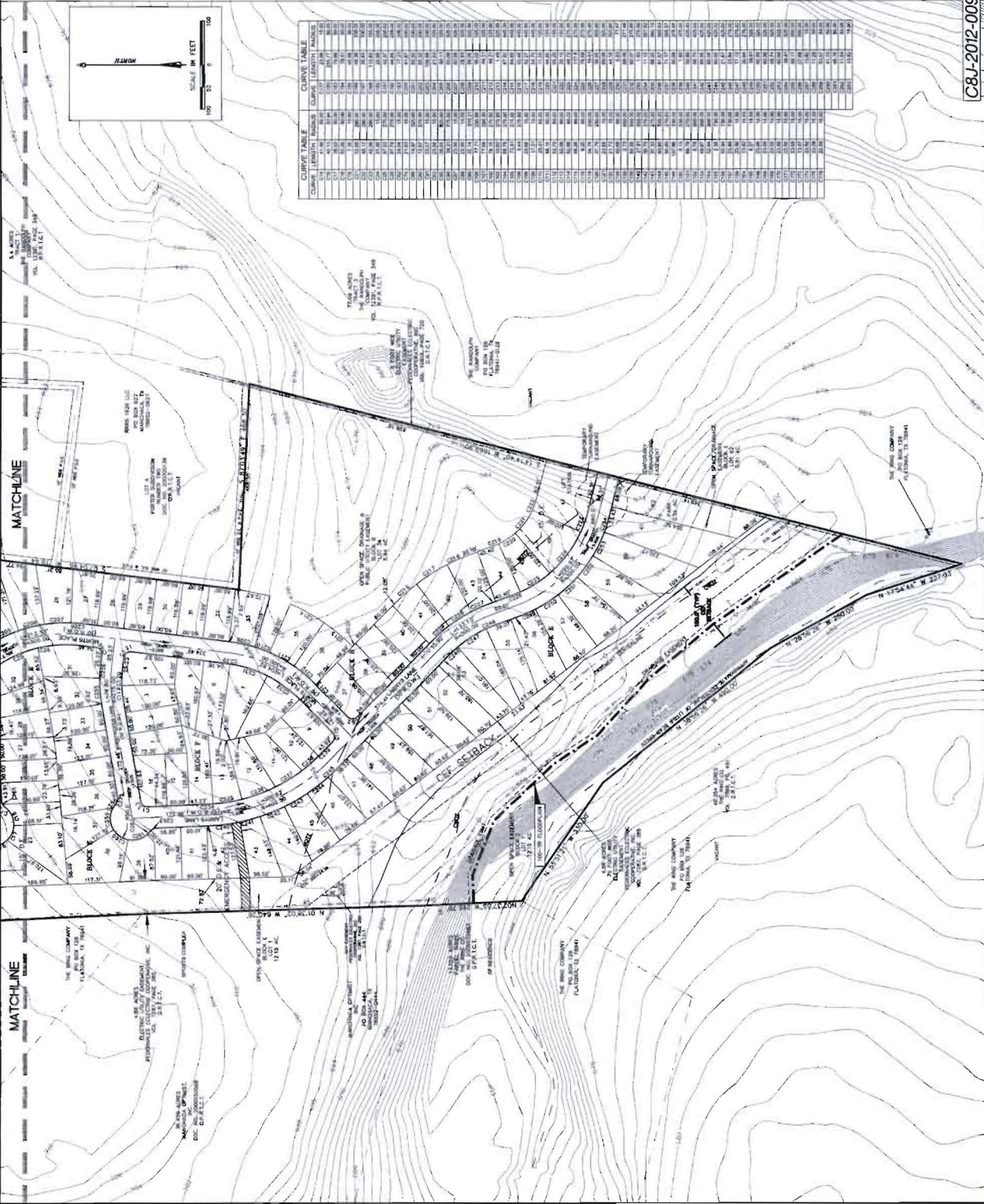
HANRAHAN • PRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
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Fort Lauderdale, FL 33311
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CAUTION: THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. THE USER ASSUMES ALL LIABILITY FOR ANY CONSTRUCTION, WHETHER OR NOT SUCH CONSTRUCTION IS IN ACCORDANCE WITH THIS PLAN.

LEGEND:

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PALM BEACH COUNTY AND ALL APPLICABLE LOCAL AGENCIES.
 3. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE STATE OF FLORIDA AND ALL APPLICABLE LOCAL AGENCIES.
 4. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE FEDERAL GOVERNMENT AND ALL APPLICABLE LOCAL AGENCIES.
 5. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY OF PALM BEACH AND ALL APPLICABLE LOCAL AGENCIES.

CHAIN	LENGTH	RADIUS	CURVA	LEVANTH	MARKER
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49	100.00	100.00	90.00	100.00	100.00
50	100.00	100.00	90.00	100.00	100.00



C8J-2012-0095

Hanrahan • Pritchard Engineering, Inc.

8333 Cross Park Drive
Austin, Texas 78754

HPE

Phone: (512) 459-4734
Fax: (512) 459-4752
TX PE Firm Reg. No. 416

May 28, 2013

Mr. Joe Arriaga
Travis County TNR
700 Lavaca Street, 5th Floor
Austin, Texas 78767

Re: The Hills of Bear Creek (f.k.a. The Hills of Shady Hollow) Preliminary Plan
C8J-2012-0095
Summary of Changes per Commissioners Court Hearing
and Agreement with Neighbors

Dear Joe:

After two commissioners court hearings and several meetings and discussions with neighbors of the project (in Bear Creek Park), the applicant has agreed to the following changes to the preliminary plan, as reflected on the attached revised preliminary plan:

1. **Name Change.** The name of the project will be The Hills of Bear Creek at the neighbors' request.
2. **Second Street Connection.** A street connection is shown to FM 1626. This connection is noted as a "Right In Right Out Only" intersection, per a discussion with the TxDOT Area Engineer. Please see the attached email copy from the Area Engineer regarding this connection.
3. **Emergency Ingress/Egress.** An easement is shown in the southwest portion of the site between Larrys Lane and the Optimists Club property. Within this easement, a 20-foot wide all-weather access road is to be constructed.
4. **Reduction in Number of Lots.** The number of single family lots has been reduced from 208 to 197 as a result of converting one-third of the lots to a 60-foot width from a 50-foot width. These lots are in the southern portions of the property.
5. **Johnson Lane Widening.** Johnson Lane will be widened to 40 feet between Olivers Way and FM 1626. This is reflected in Note 32 on Sheet 4, as the preliminary plan does not show design elements. The widening will need to be shown in construction plans for the first phase of improvements.

The developer agreed to provide additional improvements at the Bear Creek Park neighbors' request which are not reflected on the preliminary plan, but will be provided with the first phase of development:

6. **Fire Protection Improvements.** A fire hydrant will be located at the bend in Johnson Lane between Lots 1 and 2, Block B of the Hills of Bear Creek. This hydrant can be used by firefighters in the event of a fire in the Bear Creek Park neighborhood.

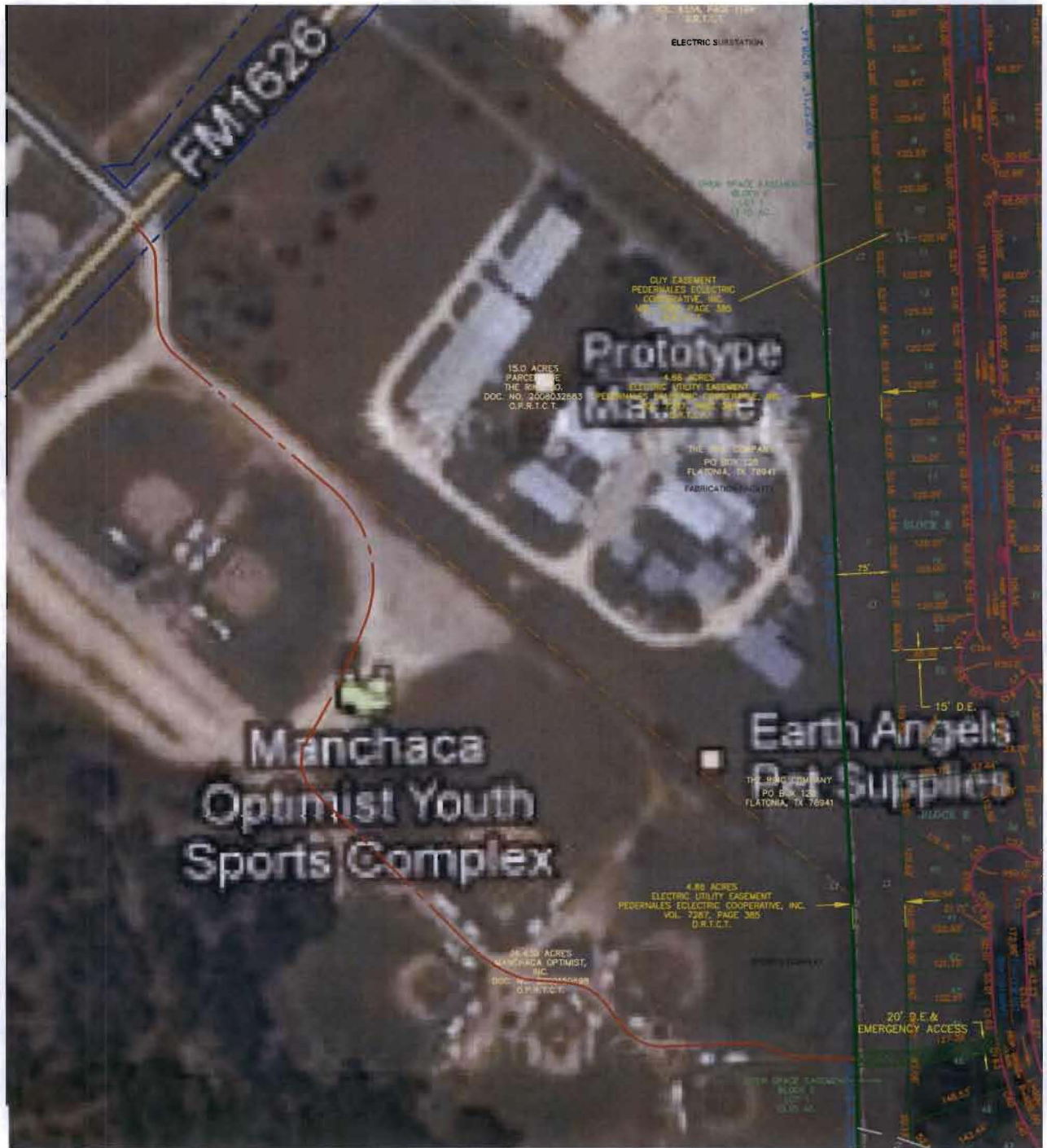
7. **Pathway.** A pedestrian pathway between Johnson Lane and Olivers Way will be provided. This pathway will likely be constructed of decomposed granite, and located on Lot 1, Block B of the Hills of Bear Creek. The pathway will meander to avoid large trees.

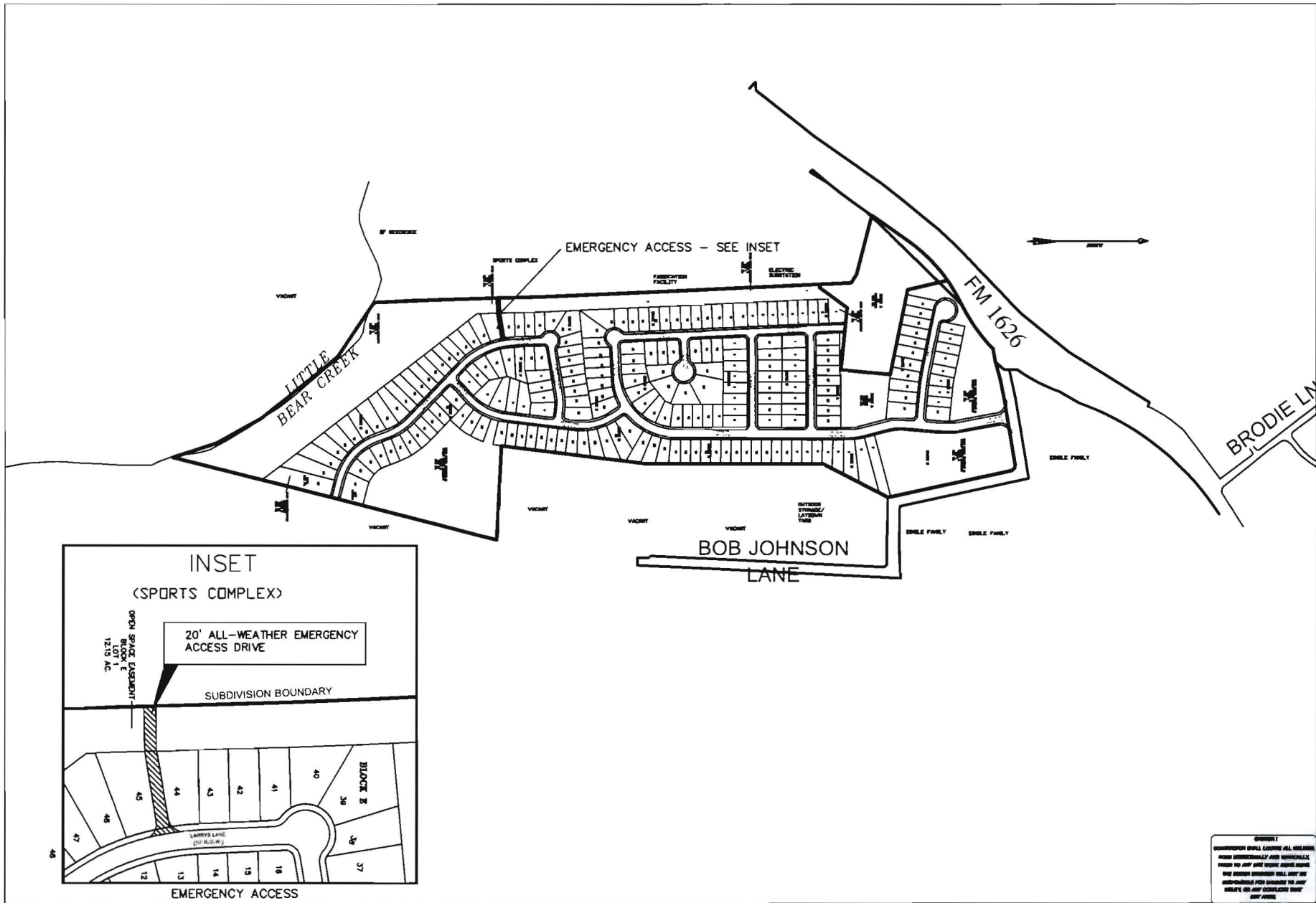
Thank you, and please let us know if you need additional information to approve the plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence M. Hanrahan".

Hanrahan Pritchard Engineering, Inc.
Lawrence M. Hanrahan, P.E.





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 CONSULTING ENGINEERS
 1711 W. PINE HILL AVE
 SUITE 2000 FORT WORTH, TEXAS 76102
 OFFICE TELEPHONE 817.342.1000
 FAX 817.342.1001
 hpe@hfe.com

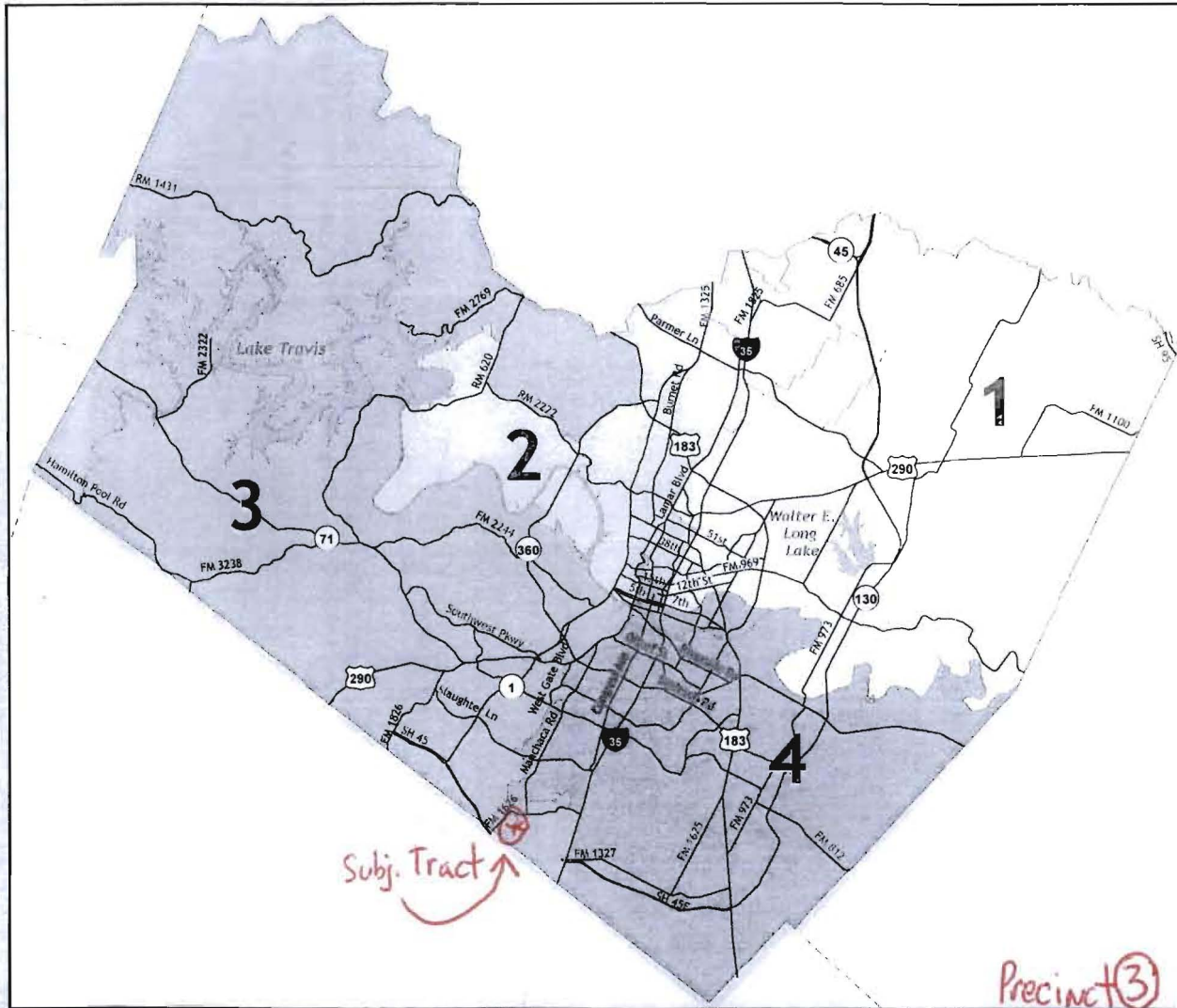
HPE

**HILLS OF SHADY HOLLOW
 EMERGENCY ACCESS**

This plan is prepared for the use of the applicant and is not to be used for any other purpose without the written consent of the engineer. It is the responsibility of the applicant to verify the accuracy of the information provided to the engineer. The engineer is not responsible for any errors or omissions in this plan.

FILE PROJECT ADDRESS: 8745 W. PINE HILL AVE	
ADD. NO. 201-24	EMERGENCY ACCESS
DATE: 02/23/2017	SCALE: 1/8" = 1'-0"
DESIGNER: J. W. HANFMAN	CHECKED BY: J. W. HANFMAN
DATE: 02/23/2017	DATE: 02/23/2017
PROJECT NO. 17-001	PROJECT NO. 17-001
PROJECT NAME: HILLS OF SHADY HOLLOW	PROJECT NAME: HILLS OF SHADY HOLLOW
PROJECT LOCATION: 8745 W. PINE HILL AVE, FORT WORTH, TX 76102	PROJECT LOCATION: 8745 W. PINE HILL AVE, FORT WORTH, TX 76102

NOTICE
 CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE EXCAVATING AND MAINTAIN PROTECTIVE DEVICES THROUGHOUT THE EXCAVATION. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITIES OR ANY CONSEQUENCES THEREOF.



2011 Commissioner Precincts

- Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897
- Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515
- Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376
- Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535



DISCLAIMER:
This map was prepared for the sole purpose of aiding Travis County, Transportation and Natural Resources in planning purposes and is not warranted for any other use. No warranty is made by the creator of county regarding its accuracy or completeness.

TNR GIS Coordinator: (512) 854-7594



Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts

**Hills of Shady Hollow
PHASING AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between Johnson 2012, L.L.C., a Texas limited liability company (the "Developer"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Developer is in the process of subdividing that certain 77.708 acre tract of land described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Developer desires to develop the Property in phases; and

WHEREAS, it is contemplated that the Developer will subsequently submit final plats for a total of three phases of the Property for County approval in accordance with the proposed Preliminary Plan for Hills of Shady Hollow (the "Preliminary Plan"), described in Exhibit "B"; and

WHEREAS, the Developer and the County desire to provide for the orderly development of the Property, including (as applicable):

- a) the improvement of arterial/collector street(s) (the "Street(s)"), which will provide interior access to and through the Property; and
- b) the new right turn lane of FM 1626, a State road, at Brodie Lane, as suggested by the Developer's traffic impact analysis report (the "Right Turn Lane"); and
- c) an access point for emergency vehicles to serve the development (the "Emergency Access Point").

WHEREAS, the development of the Property will necessitate the construction of the Street(s), the Right Turn Lane, and the Emergency Access Point; and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Street(s), the Road, and the Emergency Access Point with the phased development of the Property;

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

1) In the phased development of the Property, the Developer will:

- I) upon the execution of this Agreement, dedicate or cause to be dedicated by plat or separate instrument the right-of way and any required slope or drainage easements necessary for the construction of the Streets within the phases being final platted, as shown on Exhibit "C", which is attached hereto and made a part hereof, and;
- II) furnish and install the Emergency Access Point adjacent to Phase 3 and shown on Exhibit "C", which is attached hereto and made a part hereof, as part of the submittal of the Phase 2 Final Plat;
- III) as part of the Phase 1 subdivision improvements, widen Johnson Lane to a forty-foot (40') pavement section between FM 1626 and Olivers Way, as permitted for construction by the City of Austin/Travis County Single Office, and as generally shown on Exhibit "D" of the Phase 1 subdivision improvements;
- IV) post under a County-approved form the proportionate construction security, and if necessary, provide an Advance Funding Agreement and Indemnification Agreement, for 11% of the cost of improvement of the Right Turn Lane and shown on Exhibit "E", which is attached hereto and made a part hereof, upon the earlier of these two events:
 - a. the final plat approval of both Phase 1 and Phase 2
 - b. the final plat approval of more than 125 lots, the basis of which is shown in memorandum form on Exhibit "F", which is attached hereto and made part hereof;
- V) as each subsequent Phase of the subdivision of the Property is submitted to the Commissioners Court for approval, post, under a County-approved form the construction security for the cost of the improvements to the Street(s) within the Phase being final platted.

2) In the phased development of the Property, the County will, subject to the performance by the Developer 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) 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 Travis County Attorney's Office, adversely affect the County's ability to use the right-of-way or easements for their intended purpose.

4) The presently estimated cost of constructing 11% of the Right Turn Lane is \$10,817.34 as shown in Exhibit "G", which is attached hereto and made a part hereof,

5) If the Preliminary Plan for the Property 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 improvement of the Street(s) and/or the Right Turn Lane.

6) The Developer shall seek Travis County's approval prior to the development of any contiguous parcels that may be adjacent to the property.

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 Developer 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 Developer 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 residents 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 Developer. The rights, duties, and responsibilities of the Developer 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: Johnson 2012, L.L.C.
Attn: Garrett S. Martin, President
9111 Jollyville Rd, Ste. 111
Austin TX 78759
(512) 686-4986

County: Travis County: Steven M. Manilla, P. E. (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

With copy to: David Escamilla (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

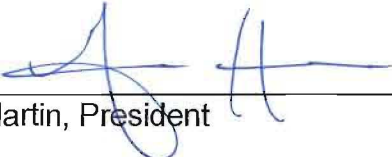
this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

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 date first written above.

JOHNSON 2012, L.L.C.

JOHNSON 2012, L.L.C., a Texas limited liability company

By: 

Garrett S. Martin, President

TRAVIS COUNTY

By: _____
Sam Biscoe, County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Garrett S. Martin, President of JOHNSON 2012, L.L.C., a Texas limited liability company.

Notary Public, State of Texas
My Commission Expires:

(Printed Name of Notary)

STATE OF TEXAS §

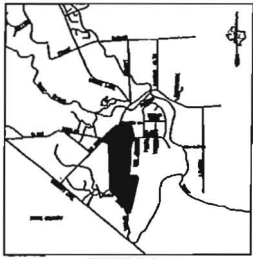
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2013, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

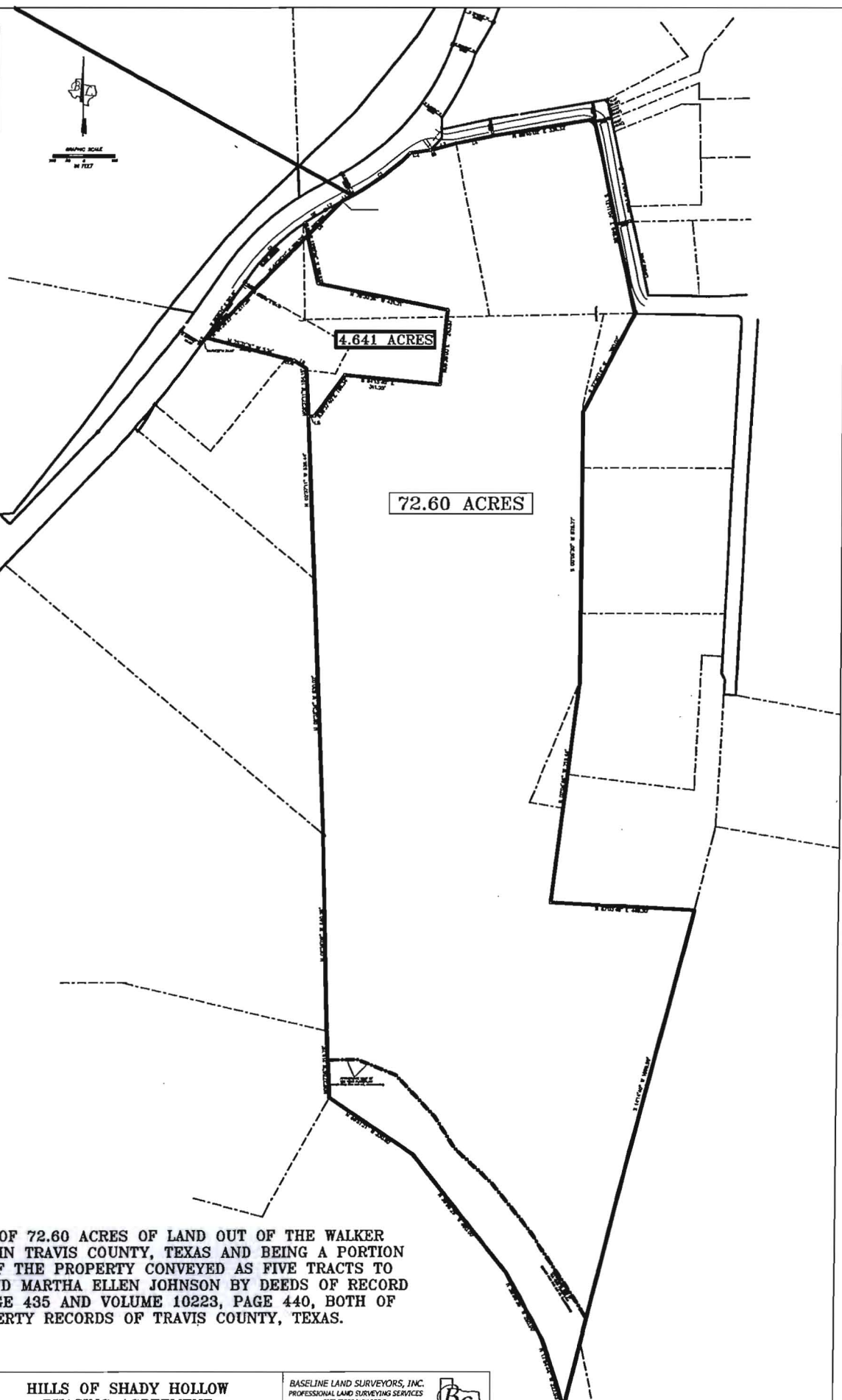
Notary Public, State of Texas
My Commission Expires:

(Printed Name of Notary)

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



VICINITY MAP
(NOT TO SCALE)



LINE	DESCRIPTION	LENGTH	BEARING
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LINE	DESCRIPTION	LENGTH	BEARING
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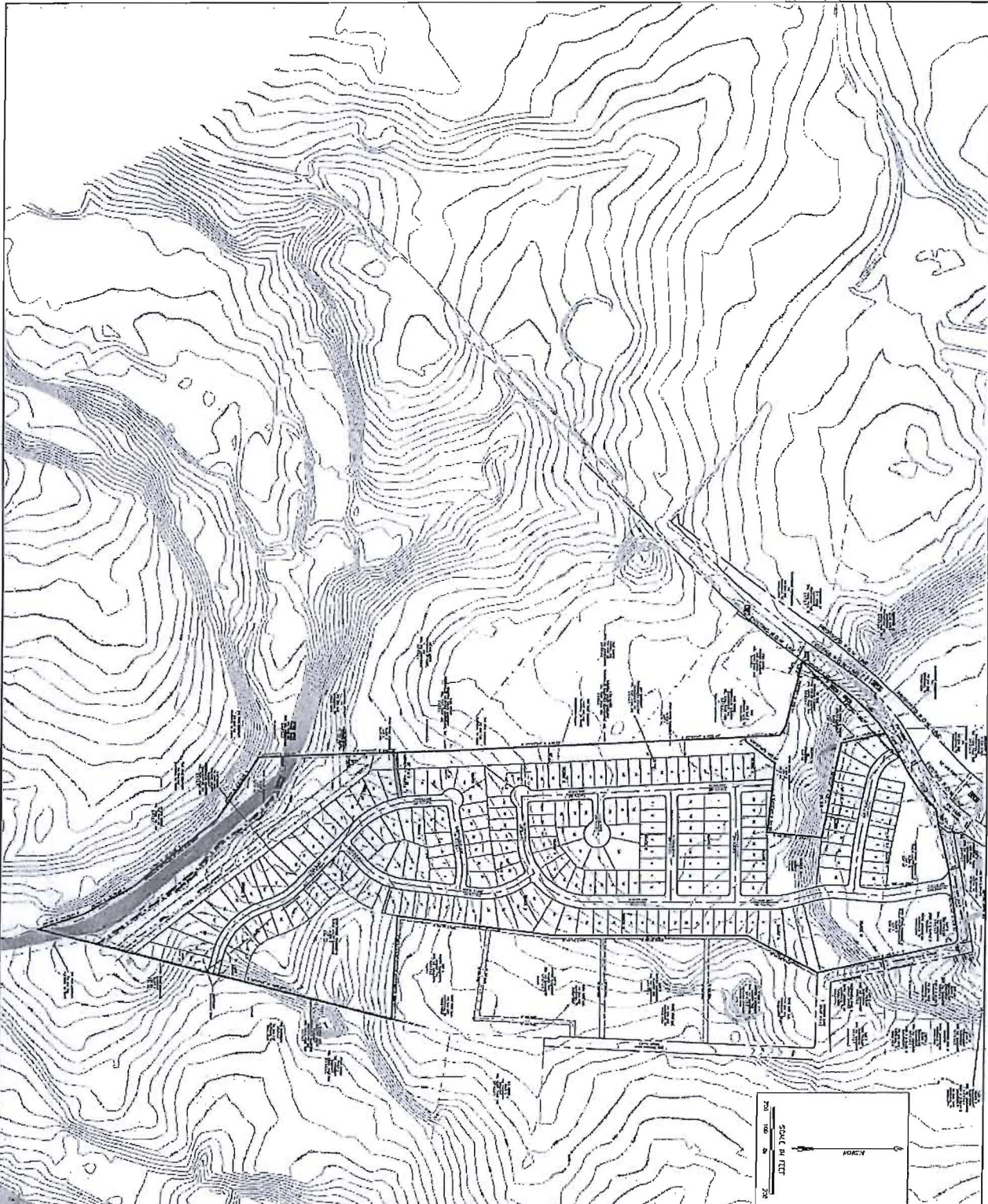
LAND TITLE SURVEY OF 72.60 ACRES OF LAND OUT OF THE WALKER WILSON SURVEY NO. 2 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF THE PROPERTY CONVEYED AS FIVE TRACTS TO CHESTER T JOHNSON AND MARTHA ELLEN JOHNSON BY DEEDS OF RECORD IN VOLUME 10223, PAGE 435 AND VOLUME 10223, PAGE 440, BOTH OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

File: S:\Projects\Johnson Tract\Draw\Title Survey.dwg
Job No.
Date: 11/11/12
Scale (Plan): 1"=100'
Scale (Elev):
Drawn By: JSL
Checked By: RLW
Revision 1: NEW POINTS LOCATED 10/15/12
Revision 2: ADD SURVEY POINTS FROM BOUNDARY 11/08/12
Revision 3:
Revision 4:

HILLS OF SHADY HOLLOW
PHASING AGREEMENT
EXHIBIT A

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
TELE: 512.339-9152 FAX: 512-473-9743
scan@baseline@austin.tx.us

11/15/2012 11:44:11 AM



C&J-2012-0095

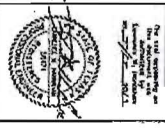
CAUTION!
 THIS PLAN IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD.

TITLE DATE

TOTAL ACRES:
 SINGLE FAMILY : 72.671
 COMMERCIAL : 5.02
 77.708 AC.

PHASING AGREEMENT
 EXHIBIT B

File Project/ Johnson S/Plan/Preliminary Plan	Scale: OVERALL
Job No: 211-H	Scale (vert):
Scale (hor): 1"=200'	Checked By: LMH
Date: 06/15/12	Drawn By: HD
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

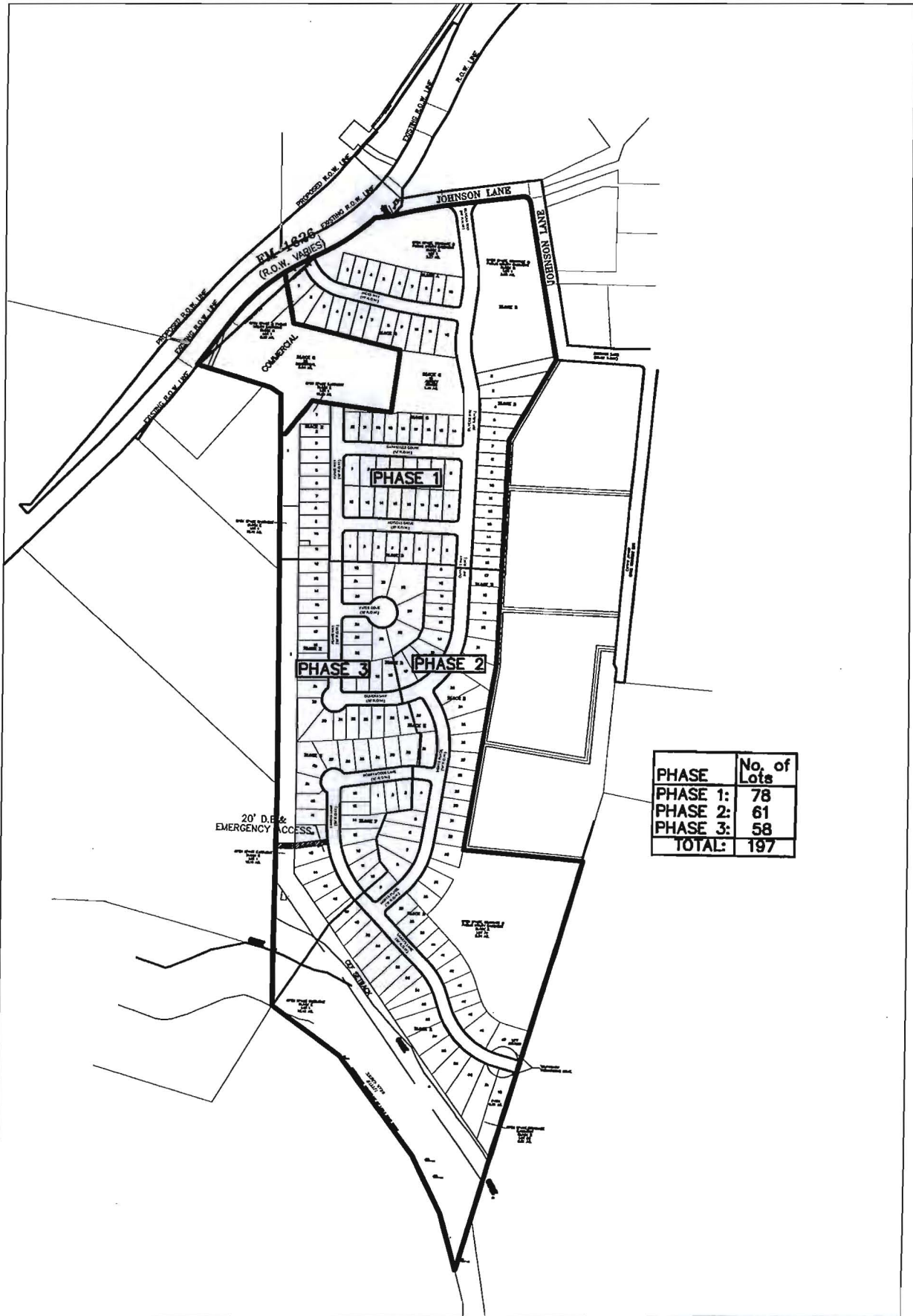


**THE HILLS OF BEAR CREEK
 PRELIMINARY PLAN
 OVERALL LAYOUT**

HANRAHAN • PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 TEx. PE REG. #481
 8333 Com. Park Dr.
 AUSTIN, TEXAS 78754
 OFFICE 512.452.4704 FAX 512.452.1752
 HPE@hpeinc.com

HPE

SHEET
 01 of 04



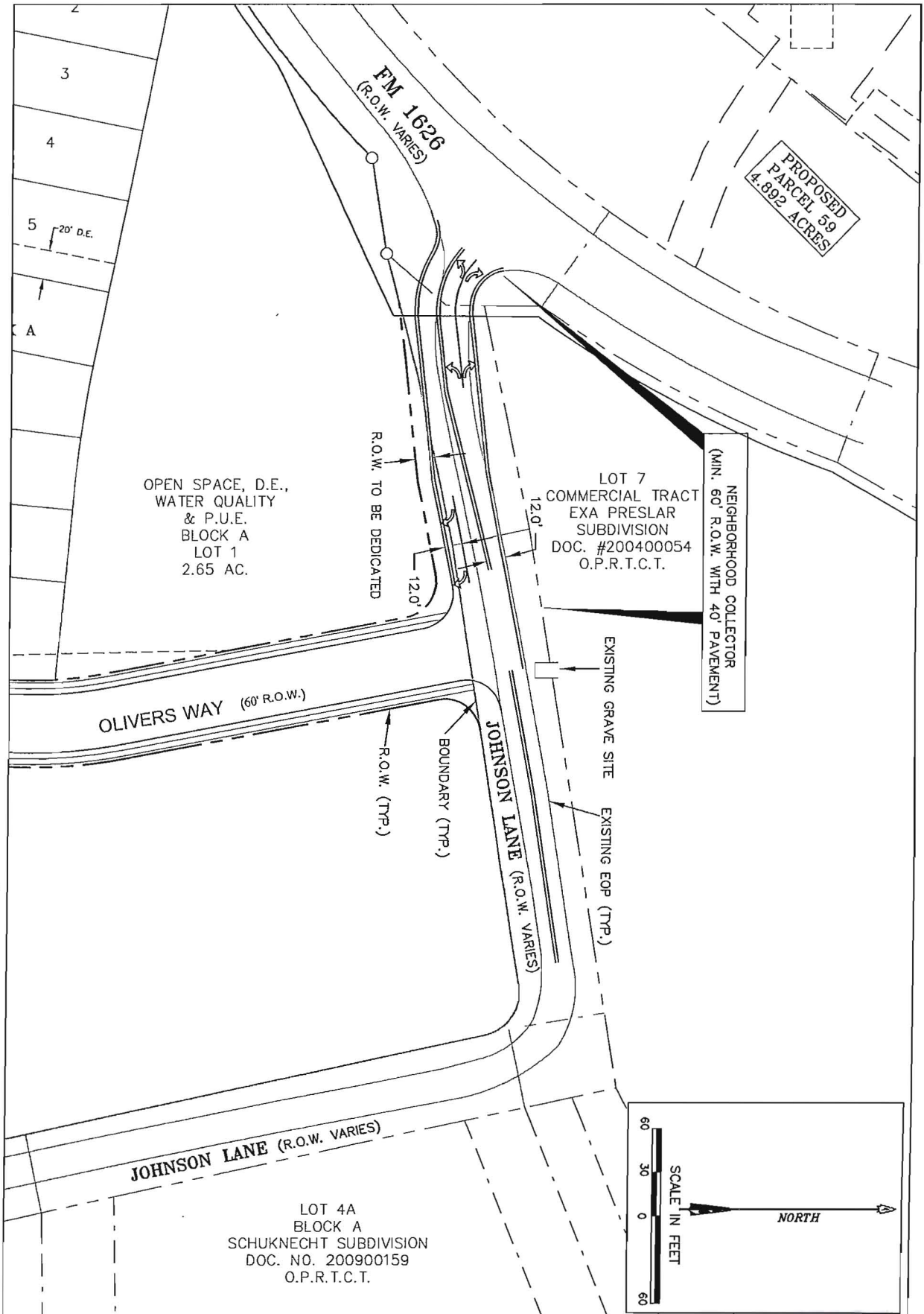
HILLS OF SHADY HOLLOW
 PHASING AGREEMENT
 EXHIBIT C

HANRAHAN • FRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 (TX REG. P.E.M. REG. 4-418)
 6333 Cross Park Drive
 AUSTIN, TEXAS 78764
 OFFICE 512-458-6734 FAX 512-458-6732
 info@hpe-eng.com

HPE

File Project/ PHASING AGREEMENT	Snapshot: PHASING
Job No. 27178	Scale North: N/A
Scale #inch: N/A	Checked By: LHM/Drawn By: LH
Date: 02/11/13	

SHEET
 01 of 01



OPEN SPACE, D.E.,
WATER QUALITY
& P.U.E.
BLOCK A
LOT 1
2.65 AC.

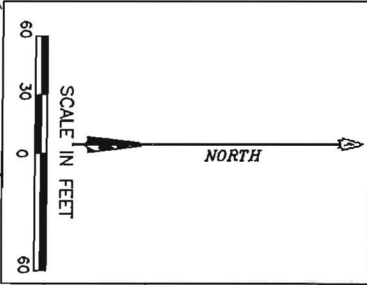
LOT 7
COMMERCIAL TRACT
EXA PRESLAR
SUBDIVISION
DOC. #200400054
O.P.R.T.C.T.

NEIGHBORHOOD COLLECTOR
(MIN. 60' R.O.W. WITH 40' PAVEMENT)

OLIVERS WAY (60' R.O.W.)

JOHNSON LANE (R.O.W. VARIES)

LOT 4A
BLOCK A
SCHUKNECHT SUBDIVISION
DOC. NO. 200900159
O.P.R.T.C.T.



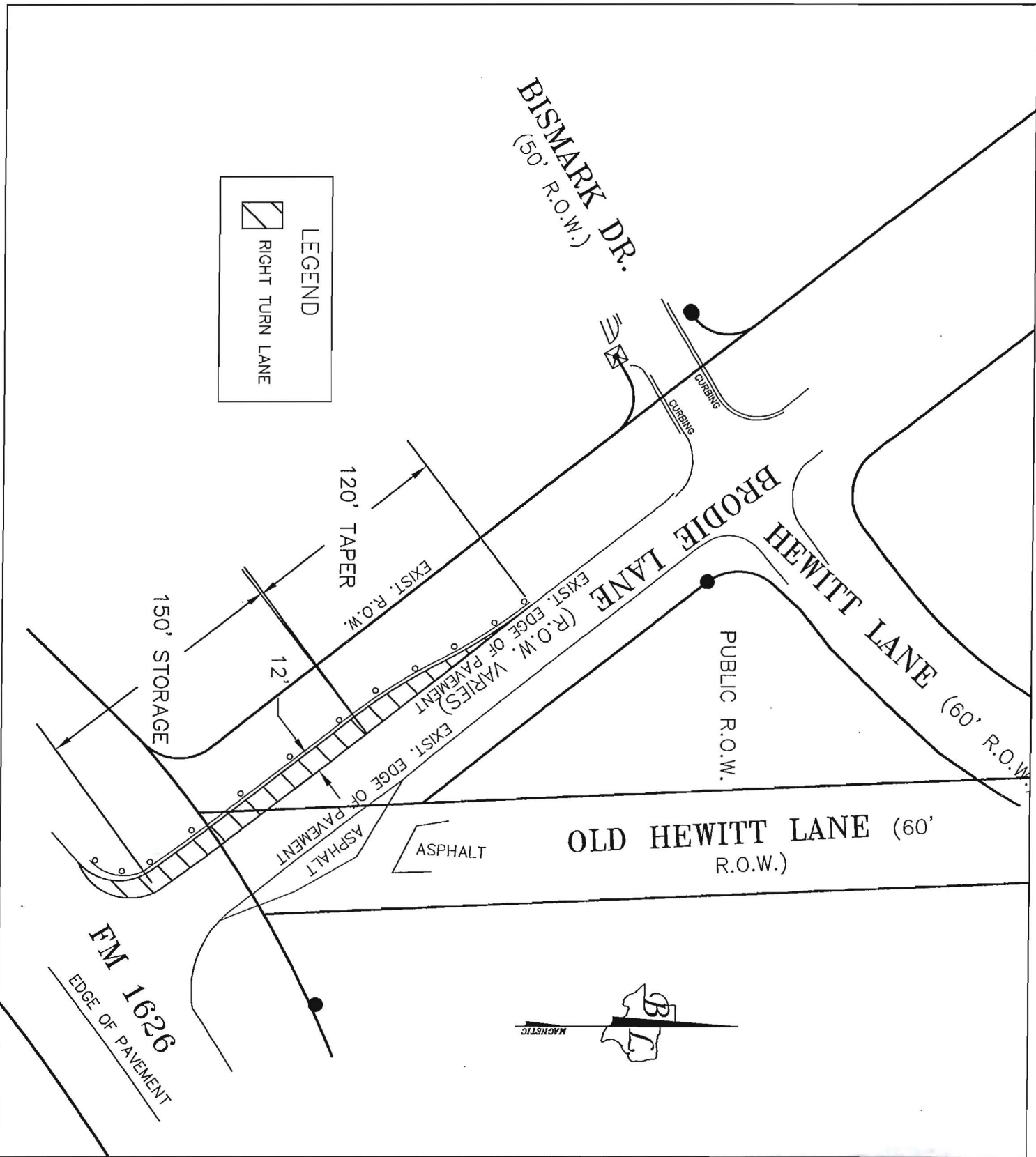
**THE HILLS OF SHADY HOLLOW
JOHNSON LANE IMPROVEMENTS
EXHIBIT D**


HANRAHAN • FRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
(TX. PE PERM REG. 6488)
8035 Cross Park Drive
AUSTIN, TEXAS 78754
OFFICE 82.456.4234 FAX 82.456.4232
info@hpe-eng.com

HPE

File	Projects/Hills of Shady Hollow South Crossing/Johnson Lane
Job No.	215-34
Scale (Sheet)	1"=50'
Date	4/8/13
Revised	EXHIBIT
Scale (Title)	1"=50'
Checked By	LH
Drawn By	HD

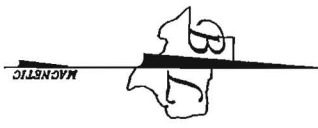
**SHEET
01 of 01**



LEGEND

 RIGHT TURN LANE

HILLS OF SHADY HOLLOW
 PHASING AGREEMENT
 RIGHT TURN LANE
 EXHIBIT E

HANRAHAN • PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 (TX. PE FIRM REG. #416)
 8333 Cross Park Drive
 AUSTIN, TEXAS 78754
 OFFICE: 512.459.4734 FAX: 512.459.4752
 info@hp-eng.com



File: Projects/ RT LANE		Snapshot: 0
Job No. 211-18	Scale (Vert.): N/A	
Scale (Hor.): N.T.S.	Scale (Vert.): N/A	
Date: 02/13/2012	Checked By: LMH	Drawn By: LH

SHEET
 01 of 01



www.alliance-transportation.com

MEMORANDUM

DATE: February 15, 2013
TO: Larry Hanrahan, P.E.
CC:
FROM: Scott A. Feldman, P.E., P.T.O.E.
RE: Hills of Shady Hollow Right Turn Lane



2-15-13

AUSTIN OFFICE
 11500 Metric Blvd.
 Bldg. M-1, Suite 150
 Austin, TX 78758
 PHONE 512.821.2081
 FAX 512.821.2085
 TOLL FREE 866.576.0597

Alliance Transportation Group, Inc., (ATG) prepared the Traffic Impact Analysis (TIA) in support of the proposed Hills of Shady Hollow Subdivision in Travis County, Texas. The TIA included a recommendation for a right turn lane to be constructed on the southbound Brodie Lane approach to FM 1626. The TIA identified the Hills of Shady Hollow to be responsible for 11% of the construction cost of this right turn lane. This memorandum addresses the storage length recommended for this proposed right turn lane and a development threshold prior to incorporating the right turn lane.

The proposed storage length for a right turn lane on the Brodie Lane approach to FM 1626 is constrained by the intersection spacing between FM 1626 and Hewitt Lane/Bismark Drive. These two intersections are approximately 360 feet apart (measured from curb return to curb return). Following the City of Austin design guidelines (See Figure 1-11 in City of Austin Transportation Criteria Manual), and the recommended minimum storage for turning into an arterial (150 feet) yields a right turn length of 270 feet (including taper).

To evaluate the timing of the proposed improvement, the intersection of Brodie and FM 1626 was analyzed with various development density of residential development included. The first phase of the development is proposed to be 78 lots. Traffic from 78 lots of residential development was added to the intersection. Under this level of development, the intersection analysis indicated that the right turn lane would not be required. The development level was then intensified until the analysis revealed that the intersection level-of-service would require mitigation. The analysis performed indicated that mitigation would be required when 125 lots were constructed.

EXHIBIT F

February 15, 2013
Re: Hills of Shady Hollow



Based on the analyses performed, a proposed right turn lane with 150 feet of storage (plus 120 foot taper) would be required on Brodie Lane approaching FM 1626. Further, analyses performed indicate that this turn lane would be necessary in conjunction with the final platting of the 125th residential lot of the subdivision. It is noted that should the commercial parcel be developed prior to the 125th residential lot, the threshold development level should be re-evaluated.

As the Hills of Shady Hollow is only responsible for funding 11% of the turn lane, it is our recommendation that the developer post their pro-rata share of the right turn lane construction with the platting of the 125th residential lot.

If you have questions or need any additional information related to this matter, please contact us at (512) 821-2081.

Hanrahan-Pritchard Engineering, Inc.
 8333 Cross Park Drive
 Austin, Texas 78754
 TX PE FIRM REG. # 416

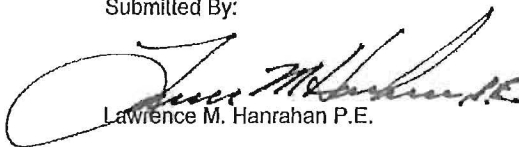
HPE

**HILLS OF SHADY HOLLOW
 ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST**

RIGHT TURN LANE AT BRODIE LN (12' WIDTH)

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
CLEARING & GRUBBING	0.10	AC	\$ 5,500.00	\$ 535.35
EXCAVATION/EMBANKMENT	365	SY	\$ 4.50	\$ 1,642.50
SUBGRADE PREP	365	SY	\$ 2.00	\$ 730.00
15" FLEX. BASE	365	SY	\$ 13.00	\$ 4,745.00
3" HMAC	320	SY	\$ 15.00	\$ 4,800.00
RIBBON CURB	318	LF	\$ 9.00	\$ 2,862.00
METAL BEAM GUARDRAIL	320	LF	\$ 30.00	\$ 9,600.00
TRAFFIC SIGNAL POLE RELOCATION	1	EA	\$ 30,000.00	\$ 30,000.00
STRIPING	1	LS	\$ 10,000.00	\$ 10,000.00
STREET SIGNS	4	EA	\$ 300.00	\$ 1,200.00
TRAFFIC CONTROLS	2	MO	\$ 5,500.00	\$ 11,000.00
SUBTOTAL STREET IMPROVEMENTS				\$ 77,114.85
EROSION CONTROL				
SILT FENCE	340	LF	\$ 2.50	\$ 850.00
CONST. ENTRANCE	1	EA	\$ 1,200.00	\$ 1,200.00
REVEGETATION	378	SY	\$ 3.00	\$ 1,134.00
25' ROCK BERM	4	EA	\$ 400.00	\$ 1,600.00
SUBTOTAL E/S				\$ 4,784.00
			SUBTOTAL \$	81,898.85
			CONTINGENCY - 10% \$	8,189.89
			TOTAL IMPROVEMENTS \$	90,088.74
			11% of Total Improvements (per TIA by Alliance Transportation Group): \$	9,909.76

Submitted By:


 Lawrence M. Hanrahan P.E.



UNIT PRICES ARE ENGINEER'S ESTIMATE BASED ON ENGINEER'S PREVIOUS EXPERIENCE AND QUALIFICATIONS WHICH REPRESENT THE ENGINEER'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. QUANTITIES IDENTIFIED IN THIS ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS HAVE BEEN ESTIMATED BY HANRAHAN PRITCHARD ENGINEERING, INC. THE ENGINEER NEITHER MAKES REPRESENTATION NOR ACCEPTS RESPONSIBILITY AS TO THE ACCURACY OF THESE QUANTITIES AS STATED ABOVE. THE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, CONTRACTORS METHODS OF DETERMINING PRICES, COMPETITIVE BIDDING, OR MARKET CONDITIONS. ESTIMATE OF PROBABLE CONSTRUCTION COSTS, AS PROVIDED HEREIN, ARE APPROXIMATE, AND COMPILED ON THE BASIS OF THE ENGINEER'S EXPERIENCE AND QUALIFICATIONS WHICH REPRESENTS THE ENGINEER'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT THE PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM THESE ESTIMATES OF PROBABLE COSTS PREPARED FOR THE OWNER OR THE INTENDED RECIPIENT OF THIS DOCUMENT.

EXHIBIT G