



Travis County Commissioners Court Agenda Request

Meeting Date: January 7, 2014

Prepared By: Teresa Calkins, P.E., Engineer Specialist **Phone #:** 512-854-7569

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

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

- A) An exemption from platting requirements for the Walnut Creek Enclave Condominium project includes 103 single-family detached units; and
- B) Approve a Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes the construction of 103 new residential units with parking, driveways, drainage, and utility infrastructure to support the project. The development will take access from Sprinkle Cutoff Road. The project has met all requirements of the Travis County Fire Marshal.

Water and sewerage services will be provided by the City of Austin. Detention and water quality facilities are proposed for the development. The parkland fees were previously paid with the processing of the 1 lot Walnut Creek Enclave final plat. Construction inspection fees have been paid in the amount of \$6,270.

STAFF RECOMMENDATIONS:

As this condominium site plan application meets Travis County standards, TNR 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

Condominium Construction Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

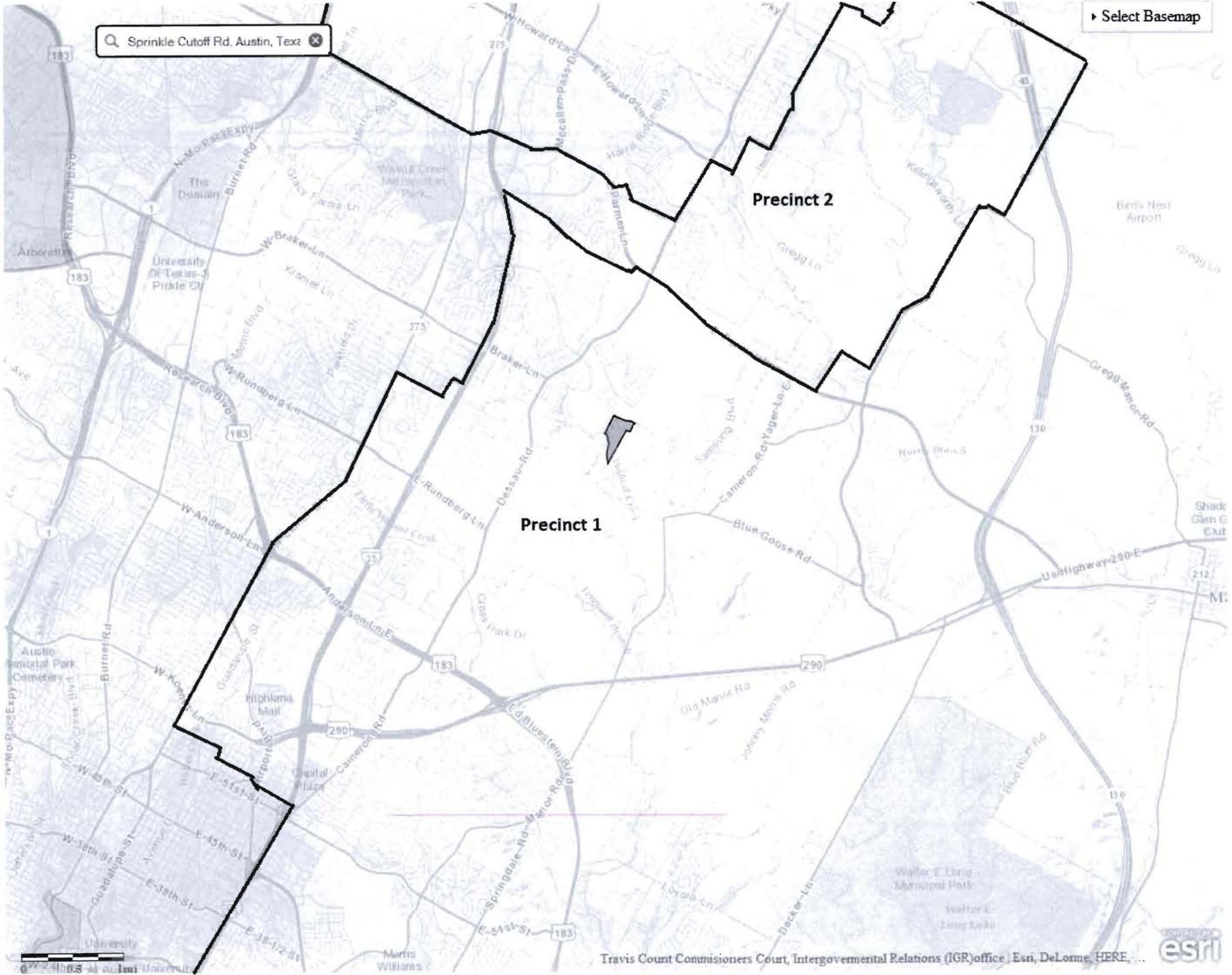
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1101 - Development Services Long Range Planning- 0870

Q Sprinkle Cutoff Rd, Austin, Texz

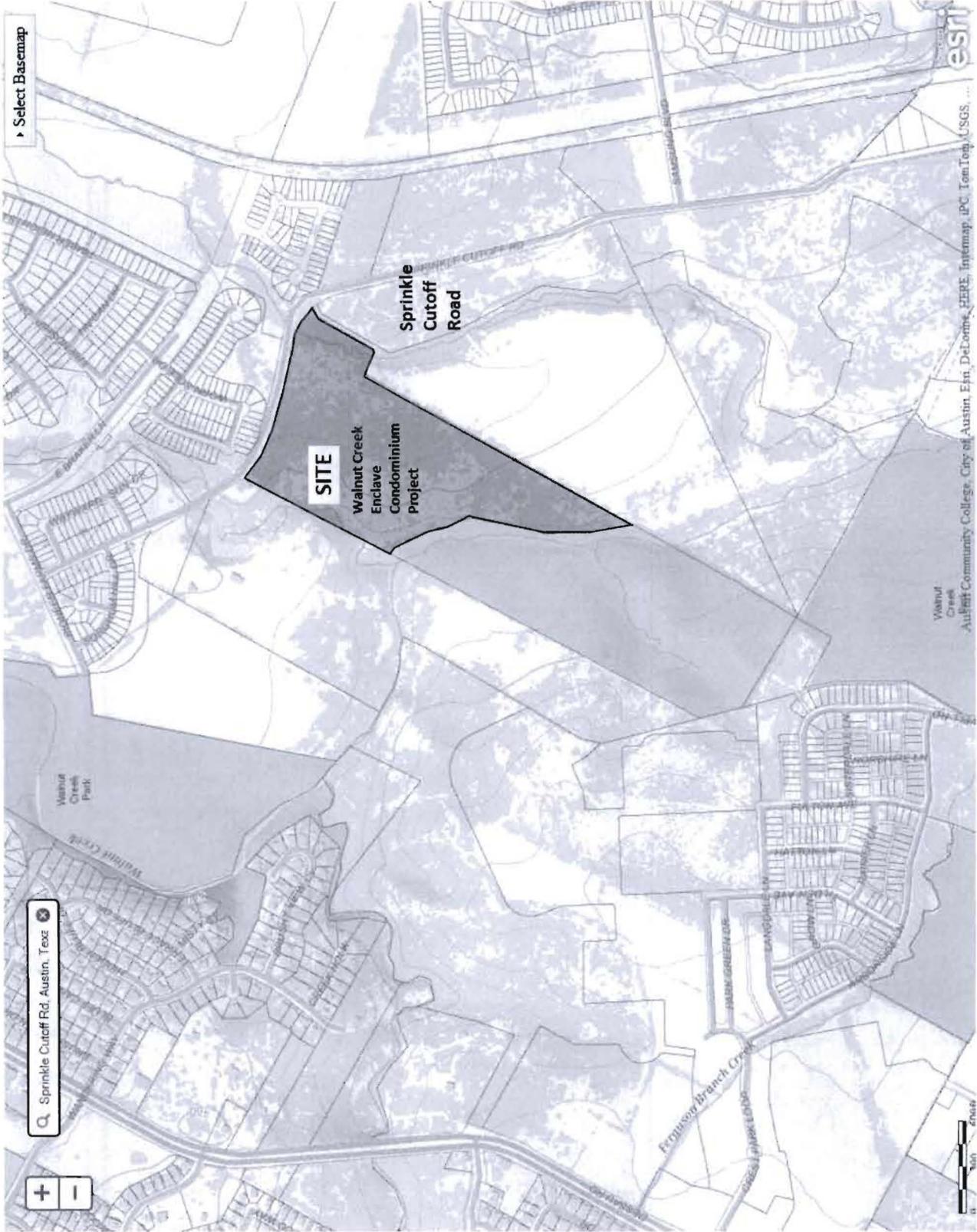
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University of Texas at Austin

Travis County Commissioners Court, Intergovernmental Relations (IGR) office | Esri, DeLorme, HERE, ...





▶ Select Basemap

🔍 Sprinkle Cutoff Rd, Austin, Texas

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SITE
Walnut Creek
Enclave
Condominium
Project

Sprinkle
Cutoff
Road

Walnut
Creek
Park

Frymoyer Branch Creek

Walnut
Creek

Audubon Community College, City of Austin, Esri, DeLorme, HERE, Intermap, iPC, TomTom, USGS, ...

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Walnut Creek Enclave
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between Continental Homes of Texas, L.P., a Texas limited partnership, doing business as D.R. Horton Homes (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 Lot 1, Block A of the Walnut Creek Enclave Subdivision according to the plat recorded in Document #200700143 of the Official Plat Records of Travis County, Texas and 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 roadway (the “**Private Roadway**”) and drainage improvements (the “**Drainage Improvements**”) described in the Walnut Creek Enclave Site Plan for City of Austin Site Development Permit # SP-2013-0279D (“**Construction Plans**”).

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit “B-1” and “B-2”.

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway 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 Roadway 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 Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway 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 Roadway 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 Roadway 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 Roadway.

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 \$0.00. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$6,270.00, 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.

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

Continental Homes of Texas, L.P.,
a Texas Limited Partnership

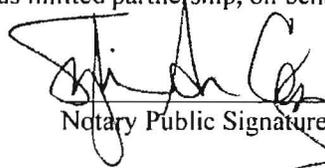
By: 
Richard Maier, Vice President

Date: December 13, 2013

THE STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ §
~~WILLIAMSON~~

This instrument was acknowledged before me this 13 day of December, 2013, by Richard Maier, Vice President, of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said company.




Notary Public Signature

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

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

