



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 22, 2014

**Prepared By:** Anna Bowlin **Phone #:** (512) 854-7561

**Division Director/Manager:** Steven M. Manilla, P.E.

*Carol B. [Signature]*

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

4/11

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to terminate the Stoney Ridge Phasing Agreement in Precinct Four.

**BACKGROUND/SUMMARY OF REQUEST:**

Travis County entered into a Phasing Agreement with SR Development Inc. in September 2000. SR Development was in the process of developing the Stoney Ridge subdivision which created a need for improvements to Elroy Road. The Stoney Ridge Phasing Agreement established the developer's responsibility to post fiscal security for the cost of constructing a two-lane section of Elroy Road, with turn lanes at the intersections from FM 973 to the western boundary of the Del Valle Independent School District tract. The improvements to Elroy Road have been built and the terms of the Phasing Agreement have been satisfied.

**STAFF RECOMMENDATIONS:**

Staff recommends this item.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Stoney Ridge Phasing Agreement  
Phasing Agreement Termination document

**REQUIRED AUTHORIZATIONS:**

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

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**CC:**

Christopher Gilmore	Assistant TC Attorney	TC Attorney's Office	512-854-9455

**SM:AB:ab**  
**1101 - Development Services Long Range Planning - Stoney Ridge**

vs 09-19-2000  
Item # 4

TRV 2002084861  
7 pgs

7

**STONE RIDGE  
PHASING AGREEMENT**

**STATE OF TEXAS** :

**COUNTY OF TRAVIS** :

**THIS AGREEMENT** is made and entered into by and between **SR Development**, a Texas Corporation (the "Owner"), and **Travis County**, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein

**WHEREAS**, the Owner is in the process of subdividing that certain 784 313 acre tract of land (Moore's Crossing MUD) described in **Exhibit "A"**, which is attached hereto and made a part hereof, (the "Property"), and,

**WHEREAS**, the Owner has not provided a preliminary plan for the Property, but has provided a Master Plan as described in **Exhibit "B"**, showing the proposed layout of the major roadways, and,

**WHEREAS**, access to and through the Property is provided by Elroy Road and the development of the Property will create the need for improvements to Elroy Road, and

**WHEREAS**, the Owner desires to develop the Property in phases and will therefore subsequently and from time to time submit for County approval one or more preliminary plans and/or final subdivision plats for other portions of the Property, and,

**WHEREAS**, the Owner and the County desire to provide for the orderly development of the Property and the improvement of Elroy Road between RM 973 and Ross Road from its current two lanes to a Major Arterial Undivided with four lanes, as provided in the Capital Area Metropolitan Planning Organization 2025 Transportation Plan, and,

**WHEREAS**, based on an individualized review of the proposed phased development of the Property, the Parties intend in this agreement to establish how and when the Owner will contribute proportionally to the improvement of Elroy Road,

**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 Owner agrees to the following
  - a The Owner shall post fiscal security in a form and amount satisfactory to the County for the cost of constructing a two lane section of Elroy Road, with turn lanes at intersections, from FM 973 to the western boundary of the Del Valle Independent School District tract ("the Elroy Road Improvements"), as provided in this section

i Prior to the County's acceptance for maintenance of streets or other improvements in any final plat within the Property, the Owner shall post fiscal security in the amount of \$500 00 per lot shown on the final plat

ii In addition, prior to the County's acceptance for maintenance of streets or other public improvements in the final plat containing the 500th lot platted within the Property, including lots platted before the effective date of this agreement, the Owner must post any additional fiscal security necessary for the total of all fiscal security posted by the Owner with respect to the Property to equal 50% of the County's then-current estimate of the cost of the Elroy Road Improvements as per Section 1 a of this agreement

iii In addition, prior to the County's acceptance for maintenance of streets or other public improvements in the final plat containing the 900th lot platted within the Property, including lots platted before the effective date of this agreement, the Owner must post any additional fiscal security necessary for the total of all fiscal security posted by the Owner with respect to the Property to equal 100% of the County's then-current estimate of the cost of the Elroy Road Improvements as per Section 1 a of this agreement

iv As a condition of approval by the Travis County Commissioners Court of any final plat involving development of any commercial site or sites within the Property totalling over 1 5 acres, the Owner shall construct the Elroy Road Improvements and post any additional fiscal security necessary for the total of all fiscal security posted by the Owner with respect to the Property to equal 100% of the County's then-current estimate of the cost of the Elroy Road Improvements as per Section 1 a of this agreement

b If the Owner elects to realign any part of Elroy Road away from its current location, the Owner shall post fiscal security in a form and amount satisfactory to the County and construct that part of the new Elroy Road realignment as a Major Arterial Undivided with four lanes

c If the County undertakes a project to improve any portion of Elroy Road or other roads or streets within the Property, the Owner must post any additional fiscal security necessary for the total of all fiscal security posted by the Owner with respect to the Property to equal 50% of the County's estimate of the project cost

d If the City of Austin enters into an arrangement satisfactory to the County to allow the County to draw as necessary on any fiscal security the Owner has posted with the City of Austin in connection with development of the Property, such fiscal security shall be credited against any fiscal security the County requires of the Owner under this agreement

e This agreement addresses only the impacts of development of the Property on, and the improvement of, Elroy Road between FM 973 and Ross Road To the extent development of the Property creates the need for other road or infrastructure improvements, the County reserves the right to require Owner, either by conditioning approval of final plats for parts of the Property or otherwise, to make or contribute proportionally those improvements

2 In the phased development of the Property, the County will, subject to the performance by the Owner of its obligations under this Agreement and compliance with Travis County Standards for Construction of Streets and Drainage in Subdivisions and other applicable requirements, approve the subsequent final subdivision plats of the Property If the County has not accepted for maintenance streets or other public improvements in an approved final plat within the Property because the Owner has failed either to post the required fiscal security, to construct the improvements to county standards, or otherwise to comply with this agreement, the County may disapprove any application for any other final plat within the Property

3 The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Owner 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 Owner under the terms of this Agreement

#### 4 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 Owner The rights, duties, and responsibilities of the Owner 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 herein above 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

Owner William G Gurasich  
1122 Colorado Street, Ste 320  
Austin, Tx 78701

Travis County Joe Gieselman (or successor)  
 Executive Manager, 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

- 1) 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

Approved this 6<sup>th</sup> day of September, 2000

TRAVIS COUNTY, TEXAS

SR DEVELOPMENT, INC A Texas  
Corporation

By Samuel T. Biscoe  
Samuel T Biscoe  
County Judge  
9-19-00

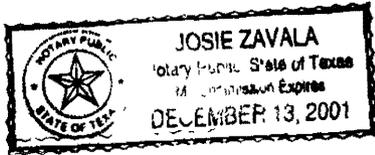
By W.G. Gurasich  
William G Gurasich  
President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19<sup>th</sup> day of September 2000 by Samuel T. Bivore of Travis County, Texas, in the capacity stated County Judge



Josie Z Zavala  
Notary Public, State of Texas  
My Commission Expires

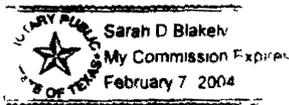
\_\_\_\_\_  
(Printed Name of Notary)

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 6<sup>th</sup> day of September, 2000, by William Gursich of Travis County, Texas, in the capacity stated



Sarah D Blakey  
Notary Public, State of Texas  
My Commission Expires 2/7/04  
Sarah D Blakey  
(Printed Name of Notary)

After Recording Return To

~~Attn: Darla Vasterling  
Travis County, Texas  
Transportation and Natural Resources Department  
P O Box 1748  
Austin, Texas 78767~~

Return to:

Melissa Velasquez  
County Clerk's Office  
Commissioner's Court Minutes  
X 44722

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir  
05-07-2002 10 03 AM 2002084861  
FERGUSONL \$21 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

**PHASING AGREEMENT TERMINATION**

This Phasing Agreement Termination (this "Termination Agreement"), is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, ("Effective Date") by and between Travis County, a political subdivision of the State of Texas ("County") and SR Development, Inc., a Texas corporation ("Owner").

**RECITALS**

- A. County and Owner entered into that certain Stoney Ridge Phasing Agreement dated September 19, 2000 (the "Phasing Agreement"); and
- B. Terms of this Phasing Agreement have been satisfied, Owner and County now desire to terminate the Phasing Agreement.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Phasing Agreement.
- 2. Because the terms of the Phasing Agreement have been satisfied, Owner and County hereby terminate Phasing Agreement.
- 3. Owner and County are completely discharged of and from any and all obligations under the Phasing Agreement from and after the Effective Date.

Owner and County have each caused this Termination Agreement to be duly executed, intending thereby to be legally bound, effective as of the day and year first written above.

TRAVIS COUNTY, TEXAS,  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Sam T. Biscoe  
County Judge

SR DEVELOPMENT, INC.,  
a Texas corporation

By: [Signature]  
Printed Name: William G Gurasich  
Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

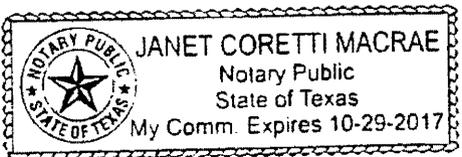
This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Name (typed or printed)  
My Commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on 4-10-14, 2014, by William G Gurasich, President of SR DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.



[Signature]  
Notary Public in and for  
The State of Texas

\_\_\_\_\_  
Name (typed or printed)  
My Commission expires: \_\_\_\_\_