



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 16, 2014

**Prepared By:** Tim Pautsch **Phone #:** (512) 854-7689

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

**Department Head:** Steven W. Marilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on multiple Cash Security Agreements with KB Home Lone Star, Inc., for sidewalk fiscal for Presidential Meadows Section 5, in Precinct One.

- A) Lot 81 Blk I \$750.00;
- B) Lot 82 Blk I \$750.00;
- C) Lot 91 Blk I \$750.00;
- D) Lot 85 Blk I \$1,171.95;
- E) Lot 87 Blk I \$724.65;
- F) Lot 8 Blk I \$750.00;
- G) Lot 35 Blk H \$750.00; and
- H) Lot 12 Blk I \$750.00.

### **BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

### **STAFF RECOMMENDATIONS:**

KB Home Lone Star, Inc., proposes to use these Cash Security Agreements for the selected lots, as follows: Presidential Meadows Section 5, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

### **ISSUES AND OPPORTUNITIES:**

None

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

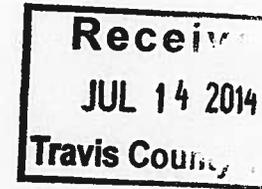
There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

### **ATTACHMENTS/EXHIBITS:**

Cash Security Agreements  
Map of lots

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**



TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 13601 Ulysses S. Grant Street LOT: 81 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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 Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER 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 Sidewalks to ADA and Texas Accessibility 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/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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Cash Security Agreement - Sidewalks

Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY:  \_\_\_\_\_

KB Home Lone Star, Inc.

PRINT: John Zinsmeyer

10800 Pecan Park Blvd Suite 200

TITLE: Vice President

Austin, Texas 78750

PHONE: (512) 651-8064

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_

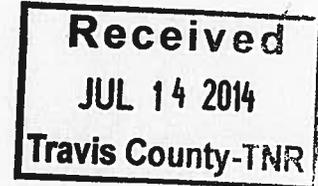
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**



TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 13605 Ulysses S. Grant Street LOT: 82 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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

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Date

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COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

**Received**  
**JUL 14 2014**  
**Travis County-TNR**

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 13608 Ulysses S. Grant Street LOT: 91 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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

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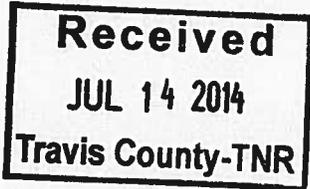
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COUNTY JUDGE, TRAVIS COUNTY, TEXAS

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Date

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**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1,171.95

ADDRESS: 13617 Ulysses S. Grant Street LOT: 85 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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

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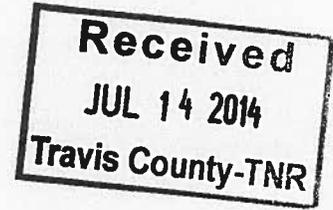
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**CASH SECURITY AGREEMENT - SIDEWALKS**



TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 724.65

ADDRESS: 13624 Ulysses S. Grant Street LOT: 87 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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

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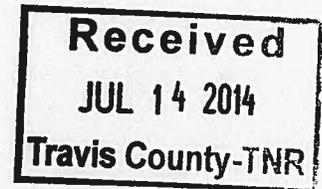
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**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 12401 Dwight Eisenhower Street LOT: 8 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

DATE OF POSTING: The 3<sup>rd</sup> Day of July, 2014

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

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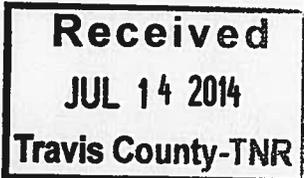
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**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 12408 Dwight Eisenhower Street LOT: 35 BLOCK: H

SUBDIVISION: Presidential Meadows Section 5

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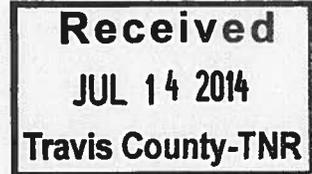
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DEVELOPER/BUILDER: KB Home Lone Star, Inc.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 750.00

ADDRESS: 12417 Dwight Eisenhower Street LOT: 12 BLOCK: I

SUBDIVISION: Presidential Meadows Section 5

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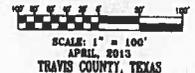
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\_\_\_\_\_  
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PRESIDENTIAL MEADOWS SECTION FIVE



CURVE	LENGTH	BEARING	CHORD BEARING	CHORD
C1	17.17	225.00	S82°30'30"W	17.17
C2	17.17	225.00	S82°30'30"W	17.17
C3	17.17	225.00	S82°30'30"W	17.17
C4	41.36	88.00	S84°47'48"W	38.80
C5	16.14	18.00	S72°48'00"W	14.49
C6	398.49	60.00	S88°28'17"W	64.00
C7	16.14	18.00	S72°48'00"W	14.49
C8	16.14	18.00	S72°48'00"W	14.49
C9	308.28	60.00	S88°28'17"W	64.00
C10	16.14	18.00	S72°48'00"W	14.49
C11	41.36	88.00	S84°47'48"W	38.80
C12	39.78	88.00	S84°47'48"W	36.84
C13	47.18	88.00	S84°47'48"W	44.87
C14	41.36	88.00	S84°47'48"W	38.80
C15	68.20	60.00	S88°28'17"W	64.00
C16	69.16	60.00	S88°28'17"W	66.41
C17	48.30	60.00	S88°28'17"W	47.01
C18	36.82	60.00	S88°28'17"W	35.69
C19	78.13	60.00	S88°28'17"W	75.75
C20	89.19	60.00	S88°28'17"W	84.91
C21	87.70	60.00	S88°28'17"W	84.84
C22	40.88	60.00	S88°28'17"W	39.47
C23	36.82	60.00	S88°28'17"W	35.69
C24	36.82	60.00	S88°28'17"W	35.69
C25	36.82	60.00	S88°28'17"W	35.69
C26	48.00	60.00	S88°28'17"W	47.48
C27	44.24	60.00	S88°28'17"W	43.28
C28	36.82	60.00	S88°28'17"W	35.69
C29	36.82	60.00	S88°28'17"W	35.69
C30	47.82	395.00	S78°42'22"W	47.82
C31	37.15	395.00	S78°42'22"W	37.15
C32	22.63	178.00	S70°44'30"W	22.63
C33	60.11	395.00	S78°42'22"W	60.11
C34	6.54	178.00	S70°44'30"W	6.54
C35	18.34	395.00	S78°42'22"W	18.34
C36	18.70	395.00	S78°42'22"W	18.70
C37	89.97	348.00	S72°16'14"W	89.97
C38	85.32	348.00	S72°16'14"W	85.32
C39	85.32	348.00	S72°16'14"W	85.32
C40	33.88	395.00	S78°42'22"W	33.88
C41	3.80	395.00	S78°42'22"W	3.80
C42	47.83	395.00	S78°42'22"W	47.83

LINE	BEARING	DISTANCE
L1	S87°48'48"W	34.00
L2	S88°28'17"W	50.00
L3	S87°48'48"W	25.36
L4	S87°48'48"W	6.56
L5	S87°47'58"W	80.46
L6	S87°47'58"W	5.00
L7	S87°48'48"W	38.53
L8	S88°28'17"W	48.87
L9	S87°48'48"W	50.00
L10	S87°48'48"W	4.82
L11	S87°48'48"W	1.86
L12	S87°48'48"W	6.38
L13	S87°47'58"W	9.09
L14	S87°48'48"W	28.55
L15	S87°48'48"W	90.72
L16	S87°48'48"W	40.68
L17	S87°48'48"W	61.86
L18	S87°48'48"W	1.24
L19	S88°28'17"W	7.82
L20	S88°28'17"W	39.28
L21	S88°28'17"W	10.88
L22	S88°28'17"W	18.54
L23	S88°28'17"W	48.30
L24	N78°24'18"E	83.85

SURVEYORS NOTE:  
1) 24" SQUARE CUT IN CONCRETE FOOTING OF HIGH VOLTAGE TRANSMISSION LINE POLE ON THE SOUTH SIDE ELEVATION=547.29 (BM#1)

- LEGEND:**
- 1/2" IRON ROD SET WITH "ZWA" CAP
  - 5/8" IRON ROD SET WITH "ZWA" CAP
  - 1/2" IRON FOUND WITH "ZWA" CAP
  - 1/2" IRON ROD FOUND (NO CAP)
  - 4"x4" WOOD FENCE POST
  - 5/8" IRON ROD WITH "ZWA" CAP SET IN CONCRETE
  - ① BLOCK NUMBER
  - BL BUILDING LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.R.C.T. DEED RECORDS, TRAVIS COUNTY, TEXAS
  - P.A.T.C. PLAT RECORDS TRAVIS COUNTY, TEXAS
  - BENCHMARK
  - SIDEWALK

**BEARING BASIS:**  
THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS, TEXAS CENTRAL ZONE (2003), NAD 83. PROJECT REFERENCE CONTROL POINTS WERE ESTABLISHED FROM AND REFERENCED TO AUS RRP AND LOBT STATIONS.

**GREENBERRY GATES SURVEY NO. 63 ABSTRACT NO. 8-16**

PRESIDENTIAL MEADOWS LIMITED PARTNERSHIP (229 342 AC.) DOC. NO. 2002197595 D.R.C.T.

PRESIDENTIAL MEADOWS LIMITED PARTNERSHIP (229 342 AC.) DOC. NO. 2002197595 D.R.C.T.

PRESIDENTIAL MEADOWS SECTION FOUR DOC. NO. 20060067 P.R.C.T.

PRESIDENTIAL MEADOWS SECTION TWO DOC. NO. 200400208 P.R.C.T.

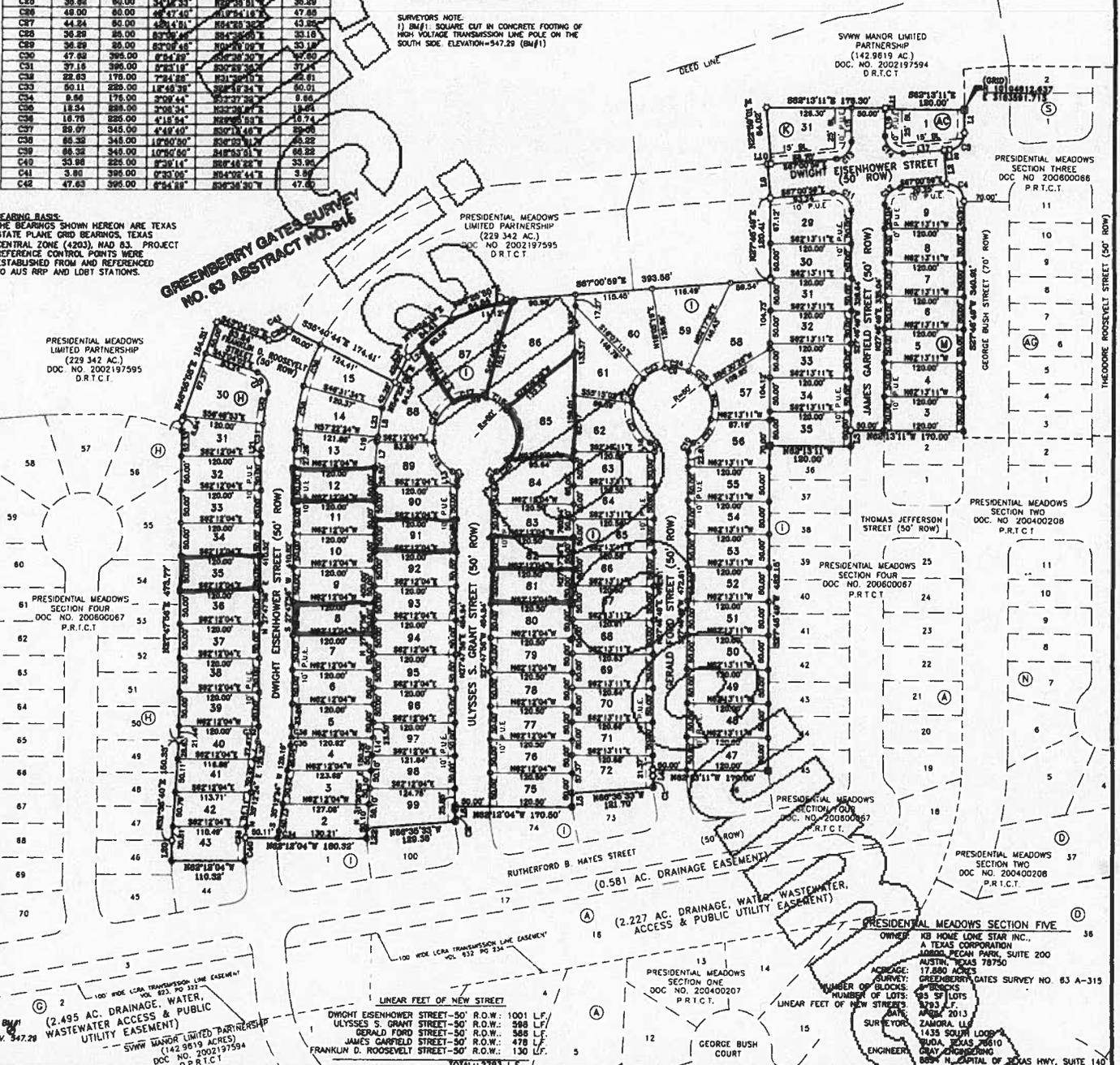
PRESIDENTIAL MEADOWS SECTION FOUR DOC. NO. 20060067 P.R.C.T.

PRESIDENTIAL MEADOWS SECTION TWO DOC. NO. 200400208 P.R.C.T.

(2.495 AC. DRAINAGE, WATER, WASTEWATER UTILITY EASEMENT)  
SWW MANOR LIMITED PARTNERSHIP (142 9619 AC.) DOC. NO. 2002197594 O.P.R.C.T.

LINEAR FEET OF NEW STREET:  
DWIGHT EISENHOWER STREET-50' R.O.W.: 1001 LF.  
ULYSSES S. GRANT STREET-50' R.O.W.: 568 LF.  
GERALD FORD STREET-50' R.O.W.: 568 LF.  
JAMES GARFIELD STREET-50' R.O.W.: 478 LF.  
FRANKLIN D. ROOSEVELT STREET-50' R.O.W.: 130 LF.  
TOTAL: 2793 LF.

SWW MANOR LIMITED PARTNERSHIP (142 9619 AC.) DOC. NO. 2002197594 D.R.C.T.



**PROJECT:** PRESIDENTIAL MEADOWS SEC. 5  
**JOB NUMBER:** 13-1009-01  
**DATE:** APRIL, 2013  
**SCALE:** 1"=100'  
**SURVEYOR:** TERRELL  
**TECHNICIAN:** SEGURA  
**DRAWING:** SHEET-REV-SECS.DWG  
**FIELD NOTES:**  
**PARTY CHECKS:** TERRELL  
**FIELD BOOKS:**

**ZWA**  
**Zamora, L.L.C.**  
**Professional Land Surveyors**  
1406 South Loop 4 • Buda, Texas 78610  
Telephone: (512) 295-6201 • Fax: (512) 295-6001

**PROJECT NO.:** \*  
**FILE NO.:** \*  
**DATE:** APRIL 2013  
**SCALE:** 1" = 100'  
**DESIGNED BY:** \*  
**DRAWN BY:** \*  
**CHECKED BY:** JB  
**REVISED BY:** \*  
8834 N. Capital of Texas Highway  
Austin, Texas 78759  
Suite 140  
PHONE (512) 452-0371  
FAX (512) 454-9933  
TPE FIRM #2946

**PRESIDENTIAL MEADOWS SECTION FIVE**  
**SHEET 2 OF 3**  
**ZWA PLAT NO. 13-1009-01**