



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director Development Services
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:

- A) Braker Valley Preliminary Plan [Preliminary Plan - 547 total lots (514 single-family residential lots and 33 drainage/greenbelt/open space lots)] - 164.05 acres - City of Austin ETJ); and
- B) Phasing Agreement between Williams, Ltd., Robert L. Lanford, David S. Lanford, and Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust and Travis County in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This preliminary plan consists of 547 total lots (514 single-family residential lots and 33 drainage/greenbelt/open space lots) on 164.05 acres. The property is located at the intersection of Cameron Road and Blue Goose Road. The application includes 23,611 linear feet of proposed public streets. Water and wastewater service will be provided by the City of Austin. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety are not required with the preliminary plan application.

B) The developers, Williams, Ltd., Robert L. Lanford, David S. Lanford, and Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust, wish to enter into a standard Phasing Agreement with Travis County. In the agreement, with Phase 1 of the development, the developer agrees to construct one-half of Braker Lane from Cameron Road to the eastern edge of Jefferson Notch Drive. With Phase 2 of the development, the developer will continue the construction of half of Braker Lane from the eastern edge of Jefferson Notch Drive to the property's eastern boundary. Also, prior to Commissioners Court approval of the final plat that includes the 250th single-family lot, a connection through the subdivision must be constructed to both Blue Goose Road and Cameron Road.

STAFF RECOMMENDATIONS:

As this preliminary plan application meets all Single Office requirements and was approved by the City of Austin Zoning and Platting Commission at its October 7,

2014 meeting, Single Office staff recommends approval of the preliminary plan and phasing agreement.

ISSUES AND OPPORTUNITIES:

Staff has been contacted by an adjacent property owner who supported the plan and its extension of Braker Lane through the property.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed preliminary plan
- Phasing Agreements

REQUIRED AUTHORIZATIONS:

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

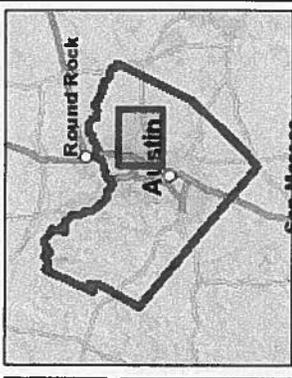
CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Braker Valley Preliminary Plan

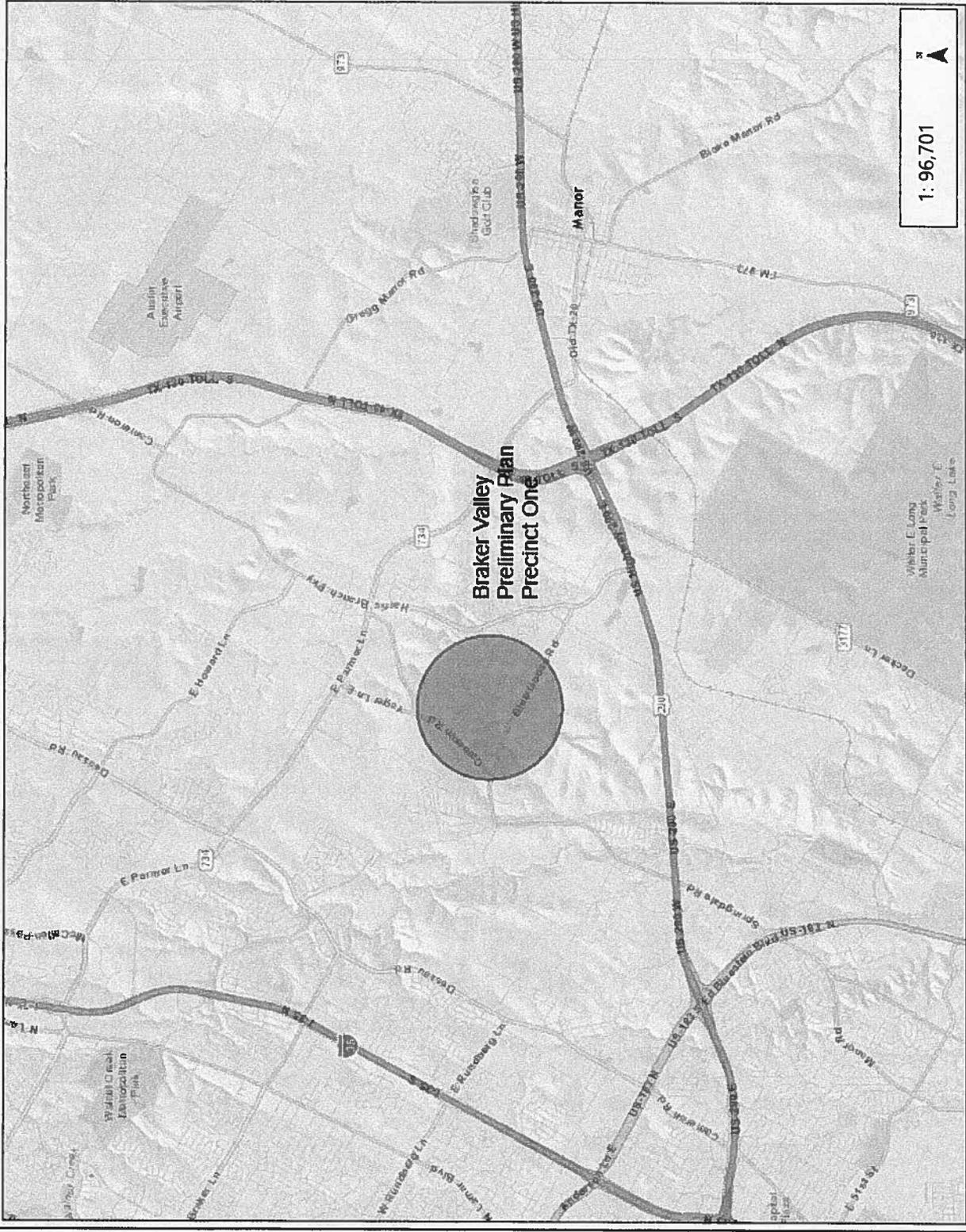
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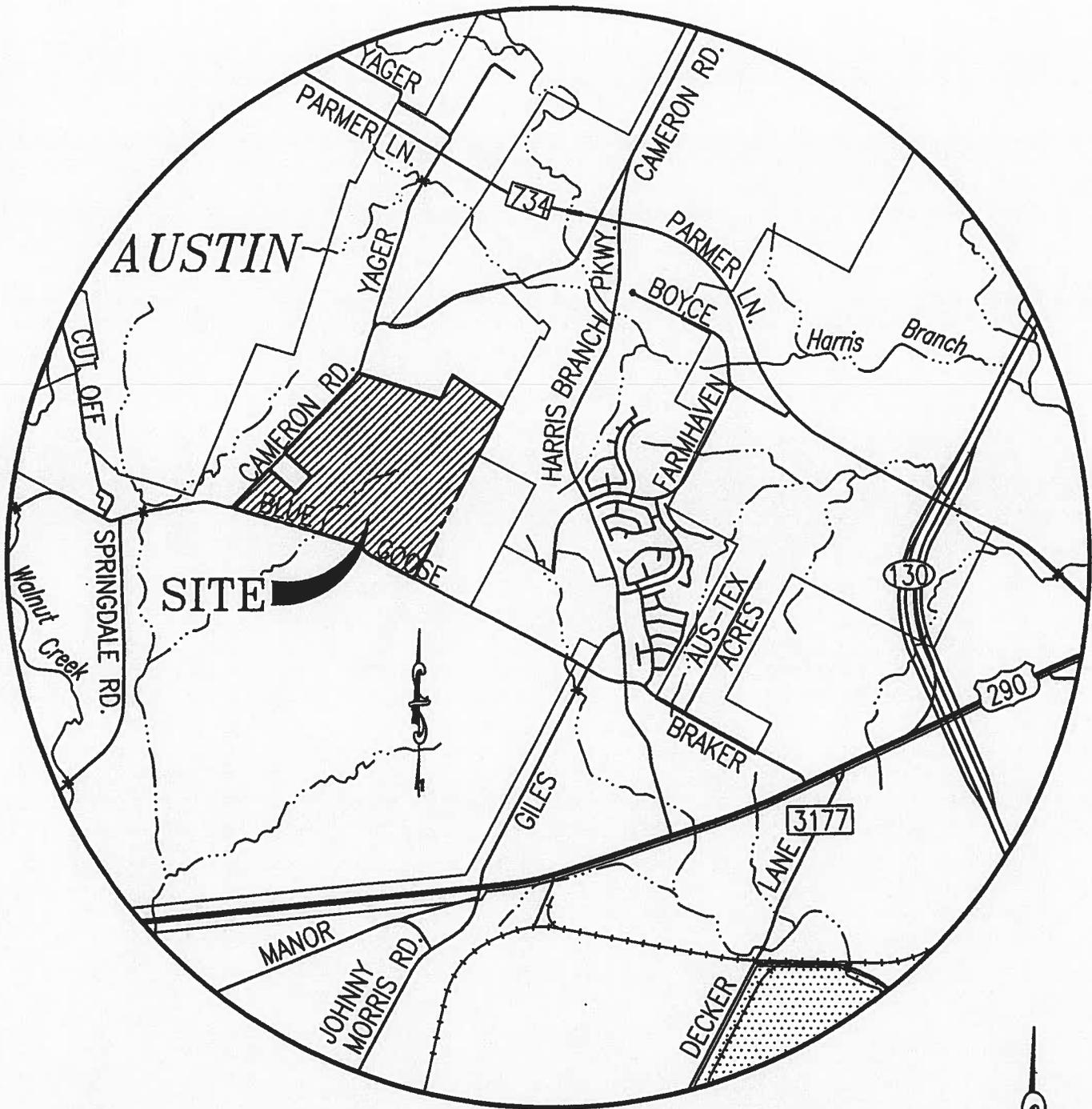


Legend

Notes
Enter your Notes.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



PRELIMINARY PLAN

BRAKER VALLEY

LOCATION MAP

SCALE: 1" = 3000'
 MAPSCO BOOK PAGES 527-528



	Carlson, Brigrance & Doering, Inc.	
	Civil Engineering ♦ Surveying 5501 West William Cannon Drive ♦ Austin, Texas 78749 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165	



SCALE: 1"=100'



MATCH LINE "A" (SEE SHEET 3)

LEGEND

○	CONCRETE NUMBER 50	17	LOT NUMBER
○	CONCRETE NUMBER 10	○	SETBACK
○	CONCRETE NUMBER 20	○	SETBACK
○	CONCRETE NUMBER 30	○	SETBACK
○	CONCRETE NUMBER 40	○	SETBACK
○	CONCRETE NUMBER 50	○	SETBACK
○	CONCRETE NUMBER 60	○	SETBACK
○	CONCRETE NUMBER 70	○	SETBACK
○	CONCRETE NUMBER 80	○	SETBACK
○	CONCRETE NUMBER 90	○	SETBACK
○	CONCRETE NUMBER 100	○	SETBACK
○	CONCRETE NUMBER 110	○	SETBACK
○	CONCRETE NUMBER 120	○	SETBACK
○	CONCRETE NUMBER 130	○	SETBACK
○	CONCRETE NUMBER 140	○	SETBACK
○	CONCRETE NUMBER 150	○	SETBACK
○	CONCRETE NUMBER 160	○	SETBACK
○	CONCRETE NUMBER 170	○	SETBACK
○	CONCRETE NUMBER 180	○	SETBACK
○	CONCRETE NUMBER 190	○	SETBACK
○	CONCRETE NUMBER 200	○	SETBACK
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○	CONCRETE NUMBER 220	○	SETBACK
○	CONCRETE NUMBER 230	○	SETBACK
○	CONCRETE NUMBER 240	○	SETBACK
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○	CONCRETE NUMBER 660	○	SETBACK
○	CONCRETE NUMBER 670	○	SETBACK
○	CONCRETE NUMBER 680	○	SETBACK
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○	CONCRETE NUMBER 700	○	SETBACK
○	CONCRETE NUMBER 710	○	SETBACK
○	CONCRETE NUMBER 720	○	SETBACK
○	CONCRETE NUMBER 730	○	SETBACK
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○	CONCRETE NUMBER 750	○	SETBACK
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○	CONCRETE NUMBER 900	○	SETBACK
○	CONCRETE NUMBER 910	○	SETBACK
○	CONCRETE NUMBER 920	○	SETBACK
○	CONCRETE NUMBER 930	○	SETBACK
○	CONCRETE NUMBER 940	○	SETBACK
○	CONCRETE NUMBER 950	○	SETBACK
○	CONCRETE NUMBER 960	○	SETBACK
○	CONCRETE NUMBER 970	○	SETBACK
○	CONCRETE NUMBER 980	○	SETBACK
○	CONCRETE NUMBER 990	○	SETBACK
○	CONCRETE NUMBER 1000	○	SETBACK

CBJ-2013-0192

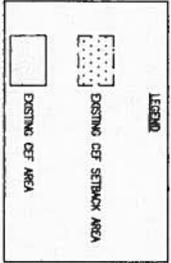


JOB NAME BRAKER VALLEY	SHEET PRELIMINARY PLAN 100 SCALE (2 OF 2)	DESIGNED BY: DWP		DATE MAY 2014	
		PROJECT PRELIMINARY PLAN		DRAWN BY: JSL	
		Carlson, Reigance & Downing, Inc. Civil Engineering & Surveying 5150 West Willow Creek • Suite 100 • Long Beach, CA 90804 Phone No. 562-598-8888 • Fax No. 562-598-8888			

SCALE: 1"=200'



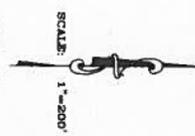
EXISTING TOTALS
 CEF SETBACK AREA = 25.17 ACRES
 CEF AREA = 5.81 ACRES



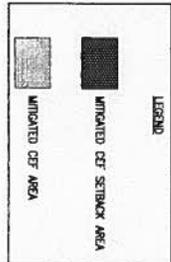
CBJ-2013-0192



SHEET 5 OF 6	JOB NAME BRAKER VALLEY	SHEET CEF MITIGATION PLAN EXISTING CEF AND SETBACK (1 OF 2)	Carlson, Bragance & Downing, Inc. Civil Engineering & Surveying 2011 West Valley Center Blvd., Suite 100 Phoenix, AZ 85027-1000 • Phone No. (602) 998-8800 • Fax No. (602) 998-8148
	PROJECT PRELIMINARY PLAN	DESIGNED BY: BRP	
		DATE MAY 2014	



MITIGATION TOTALS
 CEF SETBACK AREA = 25.26 ACRES
 CEF AREA = 6.46 ACRES



CSJ-2013-0192

SHEET 6 OF 6	JOB NAME BRAKER VALLEY	SHEET CEF MITIGATION PLAN PROPOSED CEF AND SETBACK (2 OF 2)	DATE MAY 2014	 Cardno, Briggance & Doering, Inc. <small>Call Briggance & Doering 602 West Willett Center • North, Texas 75062 Phone No. 972-382-0100 • Fax No. 972-382-0101</small>
	PROJECT PRELIMINARY PLAN	DESIGNED BY BEP		

BRAKER VALLEY
PHASING AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between Williams, Ltd., Robert L. Lanford, David S. Lanford, Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust (the "Developers"), and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Developers are in the process of subdividing that certain tract of land (the "Property") described in Exhibit "A", which is attached hereto and made a part hereof, which the Developers have designated as Braker Valley.

WHEREAS, the Developers desire to develop the Property in phases; and

WHEREAS, the Developers have currently submitted a Preliminary Plan for the entire project.

WHEREAS, it is contemplated that the Developers will subsequently submit for County approval final plats and construction plans for the streets, drainage, and other improvements for the duration of the Braker Valley subdivision.

WHEREAS, the Parties desire to establish a process to coordinate the phased development and orderly extension of new streets in Braker Valley subdivision.

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

1. DEVELOPERS OBLIGATIONS

- a. Prior to the County accepting for maintenance any streets, drainage, or other improvements in Braker Valley subdivision, the Developers must construct and the County must accept for maintenance the proposed streets and other infrastructure in each of the Braker Valley Sections.
- b. The Developers must post and maintain fiscal security in a form and amount acceptable to the County for 100% of the cost to construct the streets, drainage, and other improvements identified in the final plat for the Braker Valley Subdivision until such

improvements have been completed, have performed satisfactorily for one year, and have been accepted by the County.

c. With Phase 1 of the development, the Developers will construct one half of Braker Lane from Cameron Road to the eastern edge of Jefferson Notch Drive. With Phase 2 of the development, the Developers will continue the construction of half of Braker Lane from the eastern edge of Jefferson Notch Drive to the property's eastern boundary.

d. Prior to Commissioners Court approval of the final plat that includes the 250th single family lot, a connection through the subdivision must be constructed to both Blue Goose Road and Cameron Road.

2. COUNTY OBLIGATIONS

The County will:

a. upon the execution of this Agreement, approve the Preliminary Plan for the Braker Valley Subdivision; and

b. subject to compliance with applicable standards and the performance by the Developers of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of the Braker Valley Subdivision.

3. CONSTRUCTION SECURITY POSTING

The Developers shall post the required fiscal security with the City of Austin simultaneously with final plat approval of each said phases. The Developers may post an equal amount with Travis County as a substitute if allowable by the City, and if the City will release the amount posted with it upon the substitute posting being received by the County.

4. ACCEPTANCE BY COUNTY

The Developers acknowledges that the public roadways and other improvements within the Braker Valley Subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developers agree to leave its 10% fiscal security posted with the City of Austin or with Travis County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City of Austin.

5. RELEASE AND INDEMNITY

The Developers agree that the County and its officers, agents, and employees shall not be liable or responsible for, and shall be held harmless by the Developers from any claims,

losses, damages, causes of action, suits, attorney fees, liability for injury to or death of any person or damage to any property arising out of or in connection with any actions or omissions by the Developers under the terms of this Agreement, whether or wholly or partially the fault of the Developers.

6. MISCELLANEOUS

- a. **Beneficiaries:** This Agreement will bind and inure to the benefit of the parties hereto 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.
- c. **Amendment to Agreement:** Any revisions, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by both parties hereto. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED 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 Developers:** The rights, duties, and responsibilities of the Developers may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.
- 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 to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party. (i) by delivering same in person, (ii) by depositing the same in the United States Postal Service mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after 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. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Developers:

Evan M. Williams, Managing Partner
Williams, Ltd.
524 North Lamar Blvd., Suite 203
Austin, Texas 78768

Robert L. Lanford, Trustee
Don L. and Muriel A. Lanford Living Trust
P.O. Box 140948
Austin, Texas 78714-0948

Travis County: Steve Manila (or successor)
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

With required copy to: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No.

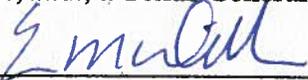
The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas, and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. Number and gender and "Developers" entity status: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement. In addition, it is recognized that the term "Developers" is a nominal title and is not intended to confer rights on any party, who does not have such rights, but is instead intended to effect the joiner of all interested parties to the extent of any interest that they hold in the land which is the subject of this Agreement and any development of such land.

k. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provided of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

EXECUTED to be effective as of the later date set forth below.

Williams, Ltd., a Texas General Partnership

By: 
Evan M Williams, Managing Partner

8-14-2014
Date

Don L. And Muriel A. Lanford Living Trust

By: _____
Robert L. Lanford, Trustee

Date

By: _____
David S. Lanford, Trustee

Date

By: _____
Muriel R. Lanford, Trustee

Date

Travis County, Texas

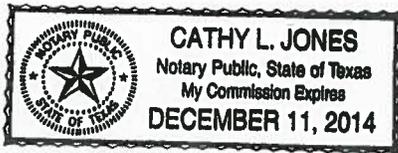
By: _____
Sam Biscoe, County Judge

Date

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th of August, 2014, by Evan M. Williams, Managing Partner of Williams, Ltd. a Texas General Partnership.



Cathy L Jones
Notary Public, State of Texas
My Commission Expires: 12/11/14
Cathy L. Jones
(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by Robert L. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.

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 the _____ of _____, 2014, by David S. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.

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 the _____ of _____, 2014,
by Evan M. Williams, Managing Partner of Williams, Ltd. a Texas General Partnership.

Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ ^{Bexar}

This instrument was acknowledged before me on the 15 of August,
2014, by Robert L. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.





Notary Public, State of Texas
My Commission Expires: 8/13/17

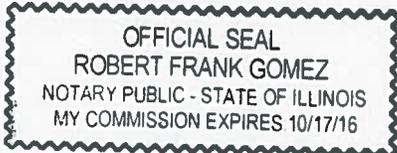
Craig Pozzi

(Printed Name of Notary)

STATE OF ~~TEXAS~~ ^{FL}

COUNTY OF ~~TRAVIS~~ ^{COOK}

This instrument was acknowledged before me on the 18th of August,
2014, by David S. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.





Notary Public, State of ~~Texas~~ ^{IL}
My Commission Expires: 10/17/16

Robert FRANK GOMEZ

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

Bexar

This instrument was acknowledged before me on the 15 of August, 2014, by Muriel R. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.



[Signature]
Notary Public, State of Texas
My Commission Expires: 8/13/17
Craig Pozzi
(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by Samuel T. Biscoe, Travis County Judge.

Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary)

Exhibit “A”

Phasing Plan
Phase I
Phase II

PRELIMINARY PLAN
DRAKER VALLEY

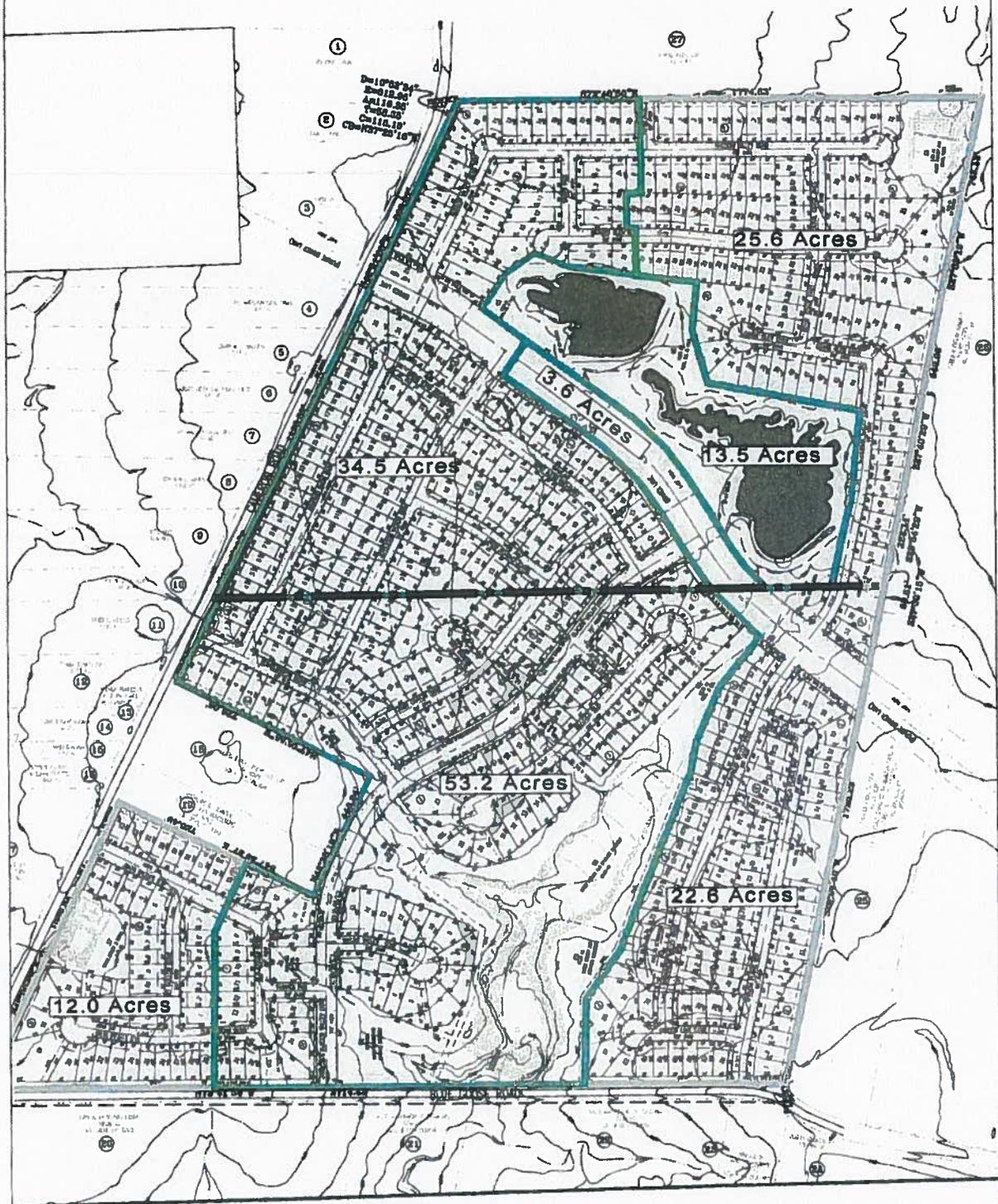


EXHIBIT 'A'