

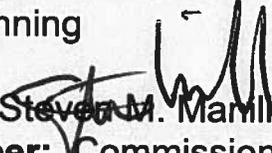


## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 2, 2014

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

**Division Director/Manager:** Anna Bowlin, AICP, Division Director Development Services 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) An exemption from platting requirements for the Parke North Condominium project – 143 single-family detached units; and
- B) Approve a Condominium Construction Agreement.

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

The proposed condominium project includes the construction of 143 new residential units with parking, driveways, drainage, and utility infrastructure to support the project. The development will take access from RM 620.

Water and wastewater services will be provided by the City of Austin. Detention and water quality facilities are proposed for the development. Parkland fees have been paid in the amount of \$137,045.00, and construction inspection fees will be paid to the City of Austin upon annexation later this month (December 2014). The project has met all requirements of the Travis County Fire Marshal.

### **STAFF RECOMMENDATIONS:**

As this condominium site plan application meets Travis County standards, TNR staff 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 Precinct map  
 Site Location map  
 Site plan

# Condominium Construction Agreement

## **REQUIRED AUTHORIZATIONS:**

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

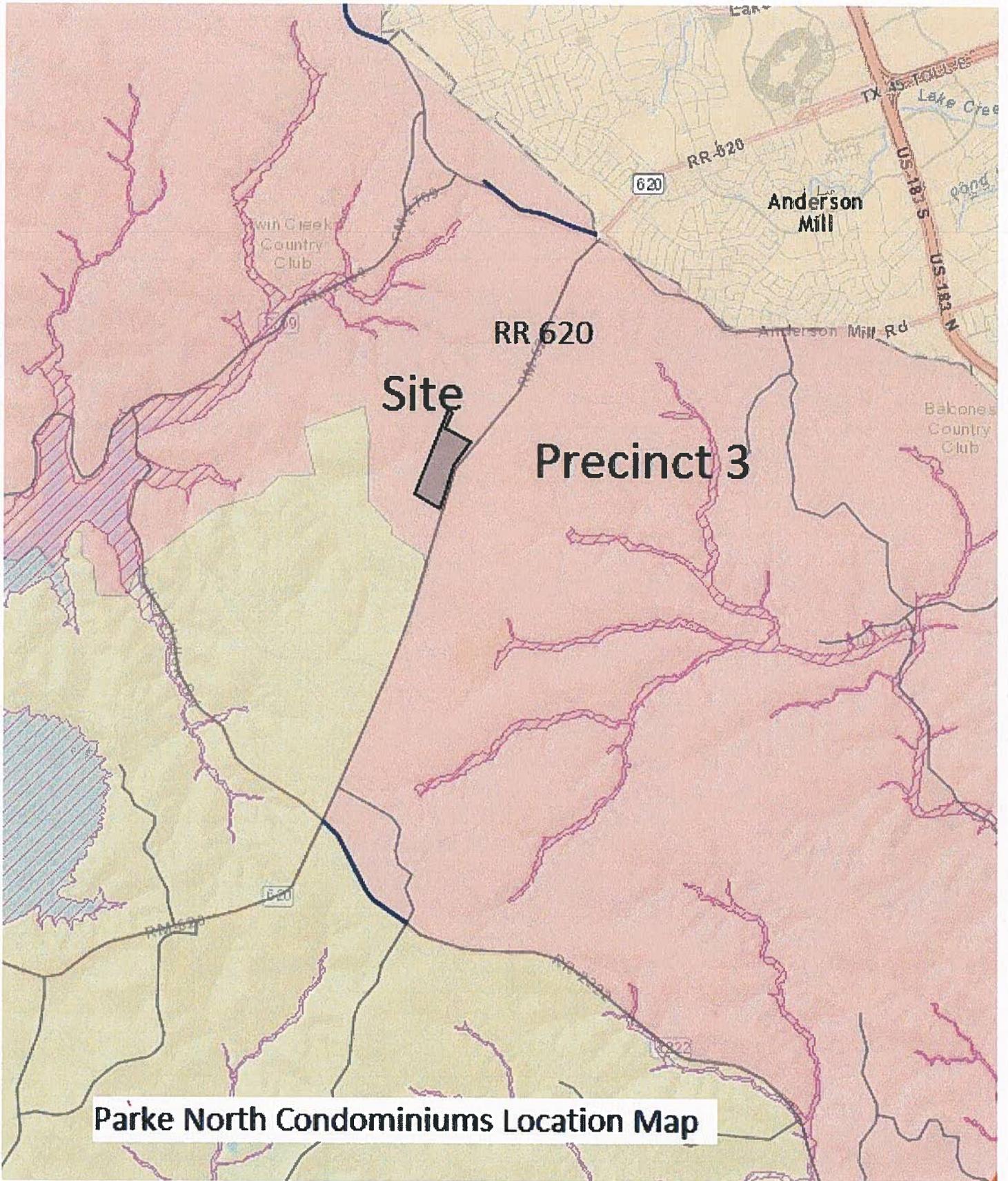
## **CC:**

Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Teresa Calkins	Engineer Sr	TNR	(512) 854-7569

**AB:TC:tc**

**1101 - Development Services Long Range Planning- 0870**





**Parke North Condominiums Location Map**



**PARKE NORTH CONDOMINIUMS**  
**CONDOMINIUM CONSTRUCTION PHASING AGREEMENT**  
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION PHASING AGREEMENT is made and entered into by and between Taylor Morrison of Texas, Inc., a Texas corporation, 11200 Lakeline Boulevard, Suite 150B, Austin, Texas 78717 (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 for the Parke North Condominiums development (also known as Montebello) on approximately 49.281 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "**Regime**") and desires to develop the Regime in phases.

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 Construction Plan for Parke North Condominiums, Case No. SP-2014-0190D (the "**Construction Plans**").

C. The Private Roadway and Drainage Improvements will be constructed in four (4) phases, as described in the Construction Plans and as depicted on Exhibit "B" as "**Phase 1**", "**Phase 2**", "**Phase 3**" and "**Phase 4**". Each phase is sometimes referred to herein as a "**Phase**".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agree 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 and beginning with Phase I, the County will issue one or more development permits to the Developer for construction of the Private Roadway located in and the Drainage Improvements serving each of the four Phases. Prior to the occupancy of any residential unit in a Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Roadway located in and the Drainage Improvements serving such permitted Phase. For example, in Phase 1, Developer will be required to complete the portion of the Private Roadway located in Phase 1 and the Drainage

Improvements serving Phase 1 before occupancy of any residential unit within Phase 1 and before conveying any units in Phase 2. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the portion of the Private Roadway constructed within a Phase has 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 portion of the Private Roadway constructed within a Phase has been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the then current owner of the Phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing 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 \$137,045.00. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street in each Phase to be paid prior to the start of construction for the Phases (the "**Inspection Fees**"). If the Regime is annexed into the full purpose jurisdiction of the City of Austin after the start of construction prior to completion and inspection of one or more Phases of the Private Roadway and such Phases of the Private Roadway Phases so that the City of Austin shall inspect instead of the County, then the County shall promptly refund to Developer the Inspection Fees applicable to such Phases to be inspected by the City of Austin or coordinate with the City of Austin to transfer and apply such Inspection Fees to amounts Developer will owe to the City of Austin for such inspections.

5. **Miscellaneous Provisions.** All rights, privileges, and remedies afforded the Parties are 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 be construed as if the unenforceable provision had never been a part of this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

TAYLOR MORRISON OF TEXAS, INC.,  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on the day of \_\_\_\_\_,  
2014,        by        \_\_\_\_\_,        as  
\_\_\_\_\_ of Taylor Morrison of Texas, Inc., a Texas  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the day of \_\_\_\_\_,  
2014, by Samuel T. Biscoe, as County Judge 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

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY

PROPERTY DESCRIPTION  
OF  
49.285 ACRES OF LAND

BEING 49.285 ACRES OF LAND LOCATED IN THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY (ALSO KNOWN AS THE J. L. PETERSON) NO. 14, TRAVIS COUNTY, TEXAS AND BEING A PORTION A CALLED 155.992 ACRE TRACT DESCRIBED IN DEEDS RECORDED IN VOLUME 10968, PAGE 905 AND VOLUME 11935, PAGE 1373 AS A PORTION OF A 169.874 ACRE TRACT, ALL OF TRACTS 2, 3, 4 AND 5, DESCRIBED IN A DEED RECORDED IN VOLUME 11006, PAGE 861 AND ALL OF A CALLED 5.419 ACRE TRACT (CONSISTING OF A CALLED 4.50 ACRES AND A 1.419 ACRES) DESCRIBED IN A DEED RECORDED IN VOLUME 10760, PAGE 1081 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 49.285 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

BEGINNING at an iron rod with plastic cap stamped "BURY PITTMAN" located on the westerly right of way line of RM 620 North, a 150 foot right of way recorded in Volume 948, Page 96 of the Travis County Deed Records and being the southeast corner of said 169.874 acre tract, same being the northeast corner of Lot 1, Block A, Resubdivision of Grandview Hills Section 14, a subdivision of record in Document No. 200200032 of the Official Public Records of Travis County, Texas;

THENCE, with the southerly line of said 169.874 acre tract, same being the northerly line of said Lot 1 the following two (2) courses and distances:

1. N61°50'11"W, 874.56 feet to a Hilti nail in a rock for an angle point in said southerly line and;
2. N47°21'51"W, 55.10 feet to a cotton spindle found marking the southwesterly corner of the herein described tract and being the most southerly southeast corner of a called 120.622 acre tract of land described in a deed to Travis County in Document No. 2005007774 of said Official Public Records, being the common northerly corner of said Lot 1 and Lot 2, Block A of said Resubdivision of Grandview Hills Section 14;

THENCE, leaving the southerly line of said 169.874 acre tract and the northerly line of said Resubdivision with the easterly line of said called 120.622 acre tract, N19°58'40"E, 2937.88 feet to an iron rod with plastic cap stamped "CHAPPERAL" found for the northeast corner of said 120.622 acre tract, same being on the southwesterly line of a called 19.494 acre tract described in a deed to Wiggers Real Estate Partnership, LTD. Recorded in Document No. 2002251946 of said Official Public Records and being on the northerly line of said 169.874 acre tract;

THENCE, leaving the easterly line of said called 120.622 acre tract and with the northerly line of said called 169.874 acre tract the following five (5) courses and distances:

1. With the southwesterly line of said called 19.494 acre tract and, S34°46'02"E, 211.94 feet to a ½-inch iron rod found on the westerly line of a called 10.74 acre tract described in a deed to Vincent J. Stagliano and recorded in Document No. 2007048632 of said Official Public Records;
2. with the westerly line of said called 10.74 acre tract, S27°51'25"W, 124.86 feet to a ½-inch iron pipe found;

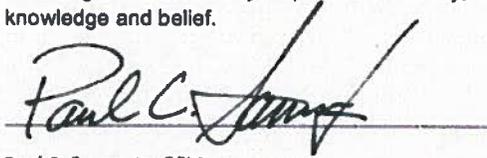
3. S27°38'05"W, 195.99 feet to a ½-inch Iron pipe found for the northwest corner of a called 4.656 acre tract described in a deed to Sophias Investments, LLC as recorded in Document No. 2011082196 of said Official Public Records;
4. With the west line of said called 4.656 acre tract, S27°20'34"W, 204.14 feet to a ½-inch iron pipe found, for an interior ell corner of the 169.874 and the herein described tract;
5. Continuing with the south line of said called 4.656 acre tract, S64°27'51"E, 971.68 feet to a ½-inch iron pipe found on the westerly right of way line of said RM 620 North;

THENCE, with said westerly right of way line, same being the easterly line of said 169.874 acre tract the following three (3) courses and distances:

1. S39°02'52"W, 545.29 feet to a TxDOT Type I concrete monument found marking the beginning of a non-tangent curve to the left;
2. With the arc of said curve to the left 623.00 feet, having a radius of 1507.39 feet a central angle of 23°40'40" and a chord bearing and distance of S27°16'40"W, 618.58 feet to a TxDOT Type I concrete monument found at the end of said curve and;
3. S15°10'04"W, 1222.19 feet to the POINT OF BEGINNING and containing 49.285 acres of land, more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision in May, 2014 and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS  
Texas Registration No. 2518  
Austin Spatial Technologies, LLC  
11209 Cherisse Drive  
Austin, TX 78739  
512-573-6730  
Firm Registration No. 10173100  
August 11, 2014



**EXHIBIT B**

**DEPICTION OF PHASES**

(See Four Sheets Attached)

**EXHIBIT C**

Partial Release of Condominium Construction Phasing Agreement

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Phasing Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Phasing Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it relates to any property other than the Released Property.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature

(SEAL)

**PARKE NORTH CONDOMINIUMS**  
**CONDOMINIUM CONSTRUCTION PHASING AGREEMENT**  
Travis County, Texas

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

TAYLOR MORRISON OF TEXAS, INC.,  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF TRAVIS            §

This instrument was acknowledged before me on the day of \_\_\_\_\_,  
2014,        by        \_\_\_\_\_,        as  
\_\_\_\_\_ of Taylor Morrison of Texas, Inc., a Texas  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the day of \_\_\_\_\_,  
2014, by Samuel T. Biscoe, as County Judge 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

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY

PROPERTY DESCRIPTION  
OF  
49.285 ACRES OF LAND

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2. N47°21'51"W, 55.10 feet to a cotton spindle found marking the southwesterly corner of the herein described tract and being the most southerly southeast corner of a called 120.622 acre tract of land described in a deed to Travis County in Document No. 2005007774 of said Official Public Records, being the common northerly corner of said Lot 1 and Lot 2, Block A of said Resubdivision of Grandview Hills Section 14;

THENCE, leaving the southerly line of said 169.874 acre tract and the northerly line of said Resubdivision with the easterly line of said called 120.622 acre tract, N19°58'40"E, 2937.88 feet to an Iron rod with plastic cap stamped "CHAPPERAL" found for the northeast corner of said 120.622 acre tract, same being on the southwesterly line of a called 19.494 acre tract described in a deed to Wiggers Real Estate Partnership, LTD. Recorded in Document No. 2002251946 of said Official Public Records and being on the northerly line of said 169.874 acre tract;

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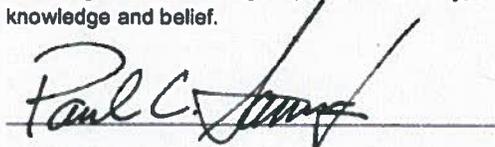
3. S27°38'05"W, 195.99 feet to a ½-inch iron pipe found for the northwest corner of a called 4.656 acre tract described in a deed to Sophias Investments, LLC as recorded in Document No. 2011082196 of said Official Public Records;
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3. S15°10'04"W, 1222.19 feet to the POINT OF BEGINNING and containing 49.285 acres of land, more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision in May, 2014 and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS  
Texas Registration No. 2518  
Austin Spatial Technologies, LLC  
11209 Cherisse Drive  
Austin, TX 78739  
512-573-6730  
Firm Registration No. 10173100  
August 11, 2014



**EXHIBIT B**

**DEPICTION OF PHASES**

(See Four Sheets Attached)









02/28/14

Texas Engineering Solutions



1800 Lee Creek Road  
Austin, Texas 78748  
O: 512-994-8888  
F: 512-994-8889  
T: 512-994-8888

PROJECT DATA

TRACER  
CONTRACT NO. 40078-14  
PROJECT NO. 14-001  
SHEET NO. 26 OF 136  
DATE: 02/28/14  
PROJECT: PARKE NORTH CONDOMINIUMS  
OWNER: TAYLOR INDUSTRIES OF TEXAS  
DESIGNER: TEXAS ENGINEERING SOLUTIONS  
SCALE: AS SHOWN  
FROM: 100% FIELD SURVEY

OWNER

TAYLOR INDUSTRIES OF TEXAS  
17250 MARLTON DRIVE  
DALLAS, TX 75241

DESIGNER

TEXAS ENGINEERING SOLUTIONS  
1800 LEE CREEK ROAD  
AUSTIN, TEXAS 78748  
PHONE: 512-994-8888  
CONSULTANTS:

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT: PARKE NORTH CONDOMINIUMS  
SHEET NO. 26 OF 136  
DATE: 02/28/14

PARKE NORTH CONDOMINIUMS

PHASE 4 PLAN

26 OF 136



**NOTES**

**NORTH ARROW & SCALE**

(NOT FOR CONSTRUCTION, FOR REVIEW ONLY) COA CASE NO: SP-2014-01900

**EXHIBIT C**

Partial Release of Condominium Construction Phasing Agreement

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Phasing Agreement" which is filed of record as Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas (the "**Phasing Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it relates to any property other than the Released Property.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, \_\_\_\_\_ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature

(SEAL)