

**ORDINANCE NO. 040527-72**

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT WITH JOHN S. LLOYD AND THE BUNNY BEND CONDOMINIUM UNIT OWNER'S ASSOCIATION, INC. AND GRANTING VARIANCES FROM SECTIONS 25-8-211 AND 25-8-454 OF THE CITY CODE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The Council approves the Settlement Agreement between the City, John S. Lloyd and the Bunny Bend Condominium Unit Owner's Association, Inc. attached to this ordinance as Exhibit "A" and authorizes the City Manager to execute the Agreement.

**PART 2.** A variance is granted from Section 25-8-211(B)(3) of the City Code for site plan number SP-96-0034D to allow development with impervious cover that does not exceed 23.62 percent net site area to proceed without water quality controls.

**PART 3.** A variance is granted from Section 25-8-454 (D) (1) and (2) of the City Code for site plan number SP-96-0034D to allow maximum impervious cover of 23.62 percent net site area and to require that not less than 23.62 percent of the site be retained in its natural state to serve as a buffer.

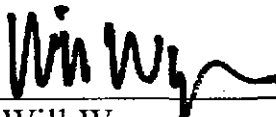
**PART 4.** Parts 2 and 3 of this ordinance become effective only after John S. Lloyd and the Bunny Bend Condominium Unit Owner's Association, Inc. cause the transfer of the Mitigation Property to the City as outlined in Section 2 of the Settlement Agreement and the property subject to site plan SP-96-0034D is restricted as outlined in Section 3 of the Settlement Agreement.

**PART 5.** This ordinance takes effect on June 7, 2004.

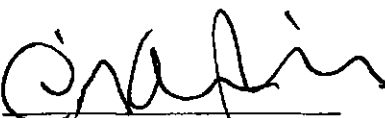
**PASSED AND APPROVED**

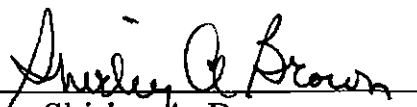
\_\_\_\_\_  
May 27, 2004

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§  
§

  
\_\_\_\_\_  
Will Wynn

Mayor

**APPROVED:**   
\_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:**   
\_\_\_\_\_  
Shirley A. Brown  
City Clerk

## **EXHIBIT A**

## **FINAL SETTLEMENT AGREEMENT**

This Final Settlement Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between John S. Lloyd ("Lloyd") and the Bunny Bend Condominium Unit Owner's Association, Inc., a Texas non-profit corporation ("BBCA") and the City of Austin, a municipal corporation and home rule city ("City").

### **RECITALS**

- A. Definitions:**
- a. Property.** The term "Property" means land located at 4110 Bunny Run, Austin, Texas and more particularly described as Units 1 through 10, in the Bunny Bend Condominiums, as condominium regime established by that certain Amended and Restated Declaration of Condominium Regime for Bunny Bend Condominiums, recorded under Volume 12948, Page 527, Real Property Records of Travis County, Texas.
  - b. Mitigation Property.** The term "Mitigation Property" means land located at 6201 FM 927, Hays County, Texas and more particularly described as approximately 4 acres situated in the Thomas F. Grant Survey No. 11, Hays County, Texas, being a portion of that 1273.08 acre tract conveyed to L.S. Ranch, Ltd., by deed recorded in Volume 1468, Page 706 of the deed records of Hays County, Texas.
- B.** Development of the Property was authorized under city site plan number SP-96-0034D, but the improvements were not constructed in compliance with the site plan. The development on the Property fails to comply with the City's regulations regarding land development.
- C.** This Agreement is entered into between Lloyd, BBCA and the City to settle claims based on development of the Property.

### **AGREEMENT**

Therefore, in satisfaction of the recitals set forth above and acknowledging as sufficient consideration the mutual covenants to follow exchanged between the parties, Lloyd, BBCA and the City agree as follows:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Agreement for all purposes.
2. Transfer of Mitigation Property. Lloyd and BBCA will cause the Mitigation Property to be transferred to the City pursuant to a contract of sale by and between the City as Purchaser, and LS Ranch, Ltd., a Texas Limited Partnership, as Seller not later than August 31, 2004. As part of the transfer of title to the Mitigation Property, Lloyd and BBCA agree that the City will not be required to pay for the following:
  - a. a title insurance policy for the Mitigation Property; and
  - b. pro-rated taxes due on the Mitigation Property at the time of closing.
3. Buffer Zone Requirements. BBCA will adopt and record in the Official Public Records of Travis County, Texas a rule that has been first reviewed and approved by the City, and which will require each current and future unit owner to maintain the buffer zone described in the attached Exhibit "A" in accordance with the requirements of the City. BBCA and the City will enter into an agreement which will require the City's consent as a condition to any modification or termination of the rule adopted by BBCA under this Agreement.
4. Development of the Property. Lloyd must submit a revision to site plan number SP-96-0034D, and must obtain an approved revised site plan for the Property. The revised site plan for the Property must meet all City land development requirements, including the variances granted by City Council for this development, and must include modifications to the pond walls sufficient for the required detention. Lloyd shall make all necessary modifications to the pond walls in accordance with the approved revised site plan. The revised site plan may not be released until the Mitigation Property is transferred to the City in accordance with section 2 of this Agreement and the Rule and Agreement are recorded and executed in accordance with section 3 of this Agreement..
5. Compliance with City Code. Development of the Property in accordance with approved, revised site plan number SP-96-0034D will be deemed development in compliance with City Code requirements only if the terms of this Agreement are met.
6. General Provisions.
  - a. This Agreement contains the final entire agreement between Lloyd, BBCA and the City with regard to the matters set forth and shall be

binding upon and inure to the benefit of the administrators, personal representatives, trustees, successors and assigns for each.

- b. No term or provision of this Agreement may be varied, changed, modified, waived, discharged, or terminated except by an instrument in writing signed by both parties.
- c. This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas, without regard to conflicts of law principles.
- d. As part of the consideration for this Agreement, Lloyd, BBCA and the City acknowledge and agree:
  - i. that each party has read this Settlement Agreement in its entirety and understands its terms and conditions fully and agrees to each of its terms and conditions;
  - ii. that in executing this Agreement, each party has exercised its own independent judgment, belief and knowledge of its rights after being advised from counsel of its own choosing;
  - iii. that in executing this Agreement, each party hereby states that it has not relied upon any statement, promise or representation pertaining to this matter made by any other party hereto; and
  - iv. that each party represents and warrants that it is authorized to execute, deliver, and perform this Agreement.

Executed to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**John S. Lloyd**

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

**Bunny Bend Condominium Unit Owner's Association, Inc.**





By: \_\_\_\_\_  
Karen Hackett,  
President

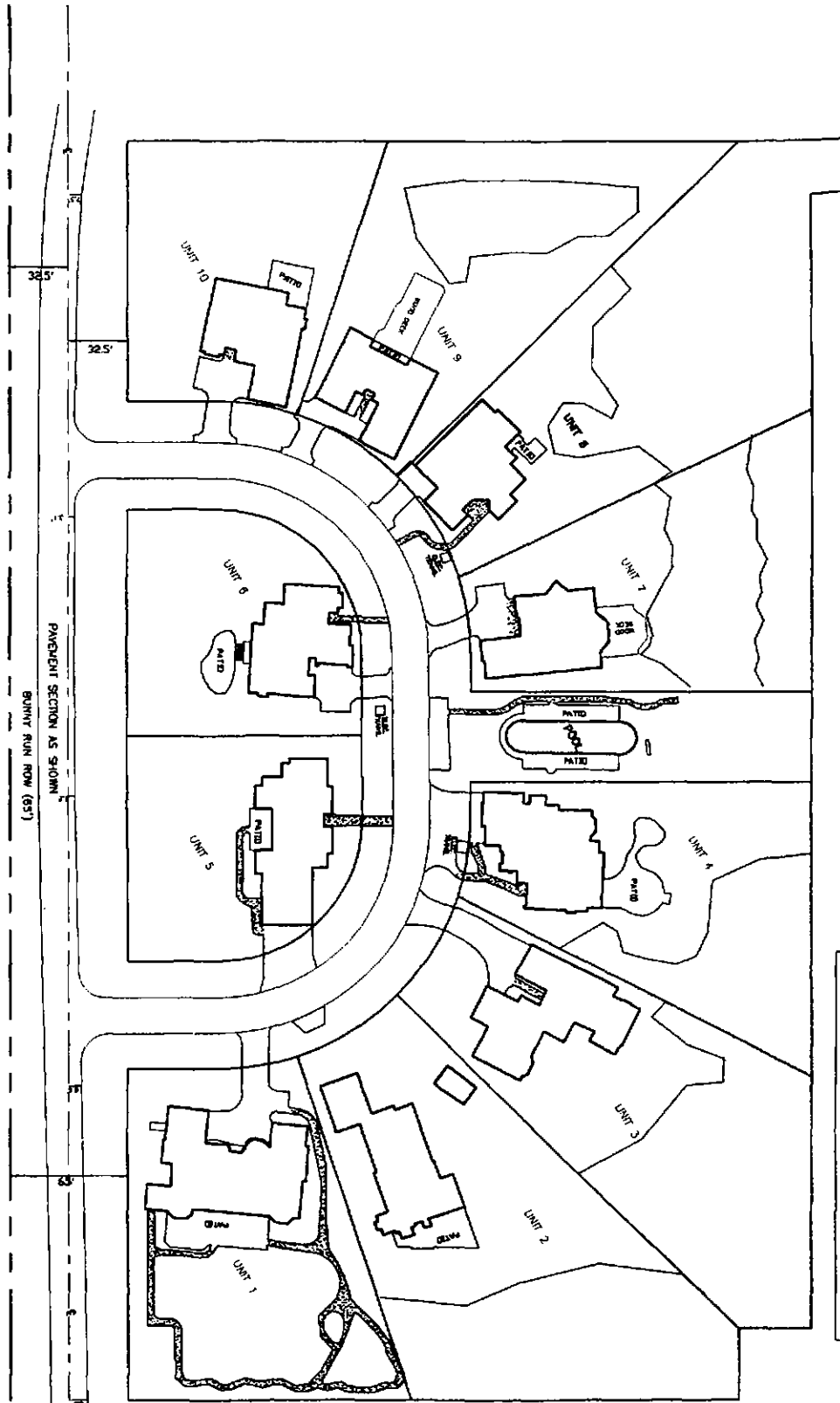
**City of Austin**

By: \_\_\_\_\_  
Laura J. Huffman,  
Assistant City Manager

# EXHIBIT A

EXISTING BUFFER ZONE = 61,760.12 SF  
EXISTING BUFFER ZONE = 23.62%

LEGEND	
	POOL
	WATER
	SIDEWALK
	EXISTING BUFFER ZONE



DATE	BY	REVISIONS	 <b>ZWA</b> ZWA Engineering and Architecture, LLC 10000 West Loop South, Suite 1000 Houston, Texas 77042 Tel: 281.416.1000 Fax: 281.416.1001	<b>M. Jones/</b> Manager, Inc. 10000 West Loop South, Suite 1000 Houston, Texas 77042 Tel: 281.416.1000 Fax: 281.416.1001	<b>PROJECT:</b> LOT 39 LAKESIDE ADDITION BUFFER ZONE	SHEET 1 of 1 ZWA PLAT No. 203-014