

CITY OF HORSESHOE BAY
CITY COUNCIL WORKSHOP

April 14, 2009

The Council of the City of Horseshoe Bay held a Special Public Meeting to conduct a Streets Workshop at City Hall, located at #1 Community Drive, Horseshoe Bay, Llano County, Texas, April 14, 2009, in accordance with duly posted notice of said meeting. Mayor Bob Lambert called the meeting to order at 9:00 a.m. with a quorum of Council Members present as follows:

Robert W. Lambert, Mayor
James E. Babcock, Mayor Pro Tem
John Bird, Alderman
Claudia Haydon, Alderwoman
Jeff Robinson, Alderman
Steve Spence, Alderman

The posted agenda for this meeting is made a part of these minutes by attachment and the minutes are herewith recorded in the order the agenda items were considered with the agenda subject and item number shown preceding the applicable paragraph.

1. Call to Order and Establish a Quorum: Mayor Bob Lambert called the streets workshop to order at 9:00 a.m. with a quorum present. He stated the City Council would like to proceed with signing the final documents April 21, 2009, if possible.
2. Amendment to Easement, Covenant and Declaration of Restrictions: There was discussion regarding the changes detailed in City Attorney Monte Akers memo dated April 13, 2009 and other possible changes to this amendment.
3. Agreement between the City of Horseshoe Bay and the Horseshoe Bay Property Owners' Association: Mayor Lambert said Bob Glanville, Vice President of the Horseshoe Bay POA would like to make a statement. Mr. Glanville stated Fred Owen, President of the POA was unable to attend this meeting. He then said the HSB POA Board of Directors had received and approved the agreement prior to the recent installation of their two new board members. There have been some changes detailed by City Attorney Monte Akers since that time as listed in his memo dated April 13, 2009 and that all exhibits have been completed; however he believes the documents are acceptable to the POA, and there is a scheduled discussion and vote at the POA meeting tomorrow, April 15, 2009. There was discussion regarding the changes detailed in City Attorney Monte Akers memo dated April 13, 2009 and other possible changes to the agreement.
4. Agreement between the City of Horseshoe Bay and the Amenities Owner: There was discussion regarding the changes detailed in City Attorney Monte Akers memo dated April 13, 2009 and other possible changes to the agreement.

5. Agreement between the City of Horseshoe Bay and the Declarant: Mayor Lambert pointed out the Quitclaim Deed in the packet which has been done at the City's request. This will be executed and filed prior to the execution of everything else but is not part of the formal agreement. There was discussion regarding possible changes to the Quitclaim Deed.

Alderwoman Haydon made a motion to approve all documents and authorize the Mayor to sign them subject to these changes:

Items 1-8 are from the memo dated April 13, 2009 from City Attorney, Monte Akers, and the remaining items are from the discussion during the workshop.

1. Correction of typos:
 - a. Cable TV Exhibit C: delete "the" in 5th recital, 1st line and "the" on page 2 in the paragraph above "IN WITNESS WHEREOF";
 - b. The word "road" was changed to "street" in items 2, 3, and 9, under Rights and Obligations of the Amenities Owner in the Amenities Owner Agreement.
2. Blanks, particularly in the exhibits to the POA agreement, for dates or for Volume and Page recording information for particular instruments, will be or have been filled in once Veronica goes to the deed and plat records for that purpose.
3. Following reference to the EC&R in all documents in which it is defined or identified as to future status, the words "as amended effective April 21, 2009" have been added.
4. Signature lines for the Amendment of the EC&R need to be completed (such as naming the representative of the Country Club).
5. In Exhibit A to the Declarant Agreement, last line of the second recital, the first "Assignee" was changed to "Assignor."
6. Certain exhibits have been eliminated in order to make the package of documents less cumbersome, being those, particularly the EC&R and Declaration of Reservations, that are already recorded and which can be referenced rather than attached. Specifically, they will be eliminated from the following:
 - a. Exhibit A to Exhibit A of the Amenities Owner Agreement;
 - b. Exhibits A and B to Exhibit C of the POA Agreement Consent from the Amenities Owner; and
 - c. Exhibits A and B to Exhibit C of the POA Agreement Consent from the Declarant.
7. The first paragraph and first recital to the First Amendment of the EC&R have been revised by combining them into one recital to read as follows:

WHEREAS, the Easement, Covenant and Declaration of Restrictions ("EC&R"), heretofore made on March 15, 1990, and filed of record in Volume 368, Page 60 of the Official Public Records of Real Property of Llano County, Texas, and in Volume 476, Page 329 of the Official Public Records of Real Property of Burnet County, Texas, provides that the EC&R may be modified by written instrument subscribed to by the Street Owners, as the term is defined in said EC&R, Horseshoe Bay Resort Ltd. formerly doing business as Lake LBJ Investment Corp. ("Resort") and Horseshoe Bay Country Club, Inc. (the "Club") in accordance with subsection 15(b) of the EC&R; and
8. The words "and all rights and interests thereto" have been inserted in the definition of "Streets" on page 4 of the POA Agreement following the word "entrances" on the second line;

the words “Esplanades and Shoulders as defined in Subpart C” replaced the words “certain entrances and esplanades that are more fully described in Subpart B” in the definition of “Streets” on page 4 of the POA Agreement following the word “include” in the second to the last line;

the words “Esplanades and Shoulders as defined in Subpart C” replaced the words “entrances and esplanades, that are more fully described in Subpart B” in the Obligations of the POA, Item 1. following the word “certain”;

the words “Esplanades and Shoulders” replaced the words “entrances and esplanades” in the Obligations of the POA, Item 2. following the word “those”;

the words “Esplanades and Shoulders” replaced “entrances and esplanades” throughout Item 6. of the Obligations of the POA;

the words “arterial and branch” are deleted in the first line of the second paragraph of subpart B of Exhibit A to the POA Agreement, and in Exhibit B of the POA Agreement in the last paragraph under Property; and

The words "all rights and interests claimed by the Grantor" have been inserted in the parenthetical following the word “Property” in the middle of the second page of Exhibit B of the POA Agreement.

9. In the Amenities Owner Agreement the following sentence has been inserted at the end of Item 9. of the Obligations of the Amenities Owner:

In addition, the Amenities Owner agrees not to object to or challenge its street assessments for street improvements hereafter adopted by the City as long as the Amenities Owner's street assessments are determined on the same basis as other street owners pursuant to the plan adopted by the City.

10. The table and map provided as part of Exhibit B of the POA Agreement is revised from Exhibit “A” to Exhibit “F”.

11. The words “traffic control lighting,” are inserted in the middle of the sentence of Section 3. under Rights and Obligations of the Amenities Owner after the words “traffic control signage,”.

12. The second sentence beginning with “The Amenities Owner also retains...” in Section 10. under Rights and Obligations of the Amenities Owner of the Amenities Owner Agreement is deleted; and

the words “and the City’s determination regarding health, safety and welfare issues” are inserted in the last sentence of Section 10. under Rights and Obligations of the Amenities Owner of the Amenities Owner Agreement after the words “City’s Ordinance”.

13. The words “(from Highway 2147 to Southwind)” are inserted in the middle of the sentence of Section 4. under Rights and Obligations of the City of the Amenities Owner Agreement after the words “Clayton Nolen Drive”.

14. The words “reservations, interests and obligations retained under that certain Agreement and Assignment attached hereto as Exhibit “B” and incorporated herein for all purposes.” located at the end of the paragraph beginning with “NOW, THEREFORE” of Exhibit A of the Amenities Owner Agreement are deleted and replaced with “in Section 7 of the EC&R, as amended effective April 21, 2009.

15. Power of Attorney language will be drafted by Mayor pro tem Babcock that permits Wayne Hurd to sign the amendment to the EC&R on behalf of Eileen Hurd and inserted in the Quit Claim Deed being executed by Eileen Hurd and will be included as a change only if the Declarant agrees to the language drafted.

The motion was seconded by Alderman Spence. The motion passed unanimously (5-0). The Council authorized Mayor Lambert to sign this document with the understanding that all City

