



Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: June 11, 2013

Prepared By: Michael Hettenhausen **Phone#:** 854-7563

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

AB

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) A plat for recording: Avalon Phase 7B Final Plat (Long Form Final Plat - 44 total lots - 11.74 acres - Moorlynch Avenue - City of Pflugerville ETJ);
- B) A Travis County Subdivision Construction Agreement between Travis County and Gehan Homes, Ltd; and
- C) The use of a cash security agreement in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 44 single family lots on 11.74 acres. There are 1,875 linear feet of public streets proposed with this final plat. Water service will be provided by Manville Water Supply Corporation, and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been paid to the City of Pflugerville through a development agreement.

The applicant is currently utilizing the county's alternative fiscal agreement and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety in the amount of \$36,534.13 has been posted with Travis County which addresses the fiscal requirements.

B) The applicant, Gehan Homes, Ltd. wishes to enter into a standard subdivision construction agreement with Travis County.

C) The developer also requests to post cash for the additional fiscal posting. To post cash, the developer must enter into a cash security agreement with Travis County. The additional fiscal of \$36,534.13 will be added to the \$72,900.00 that was posted originally as alternative fiscal. The total of these two postings (\$109,434.13) will be considered the full fiscal amount, which is required for a project to come out of its alternative fiscal status.

STAFF RECOMMENDATIONS:

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on September 18, 2012, and the final plat is scheduled for approval by the City of Pflugerville on June 3, 2013, staff recommends approval of the final plat, the subdivision construction agreement, and the case security agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Original Subdivision Construction Agreements
- Original Cash Security Agreement

REQUIRED AUTHORIZATIONS:

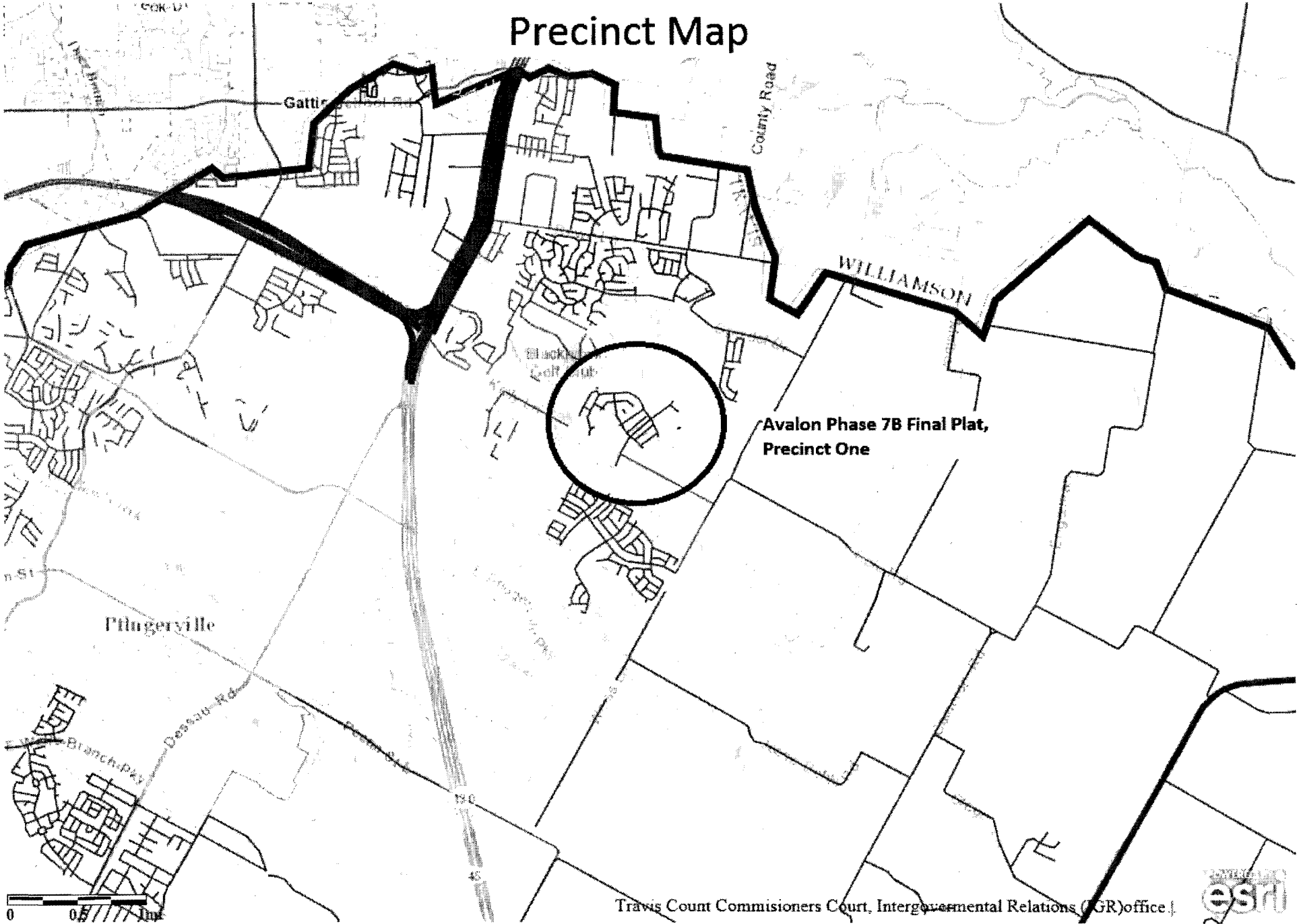
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

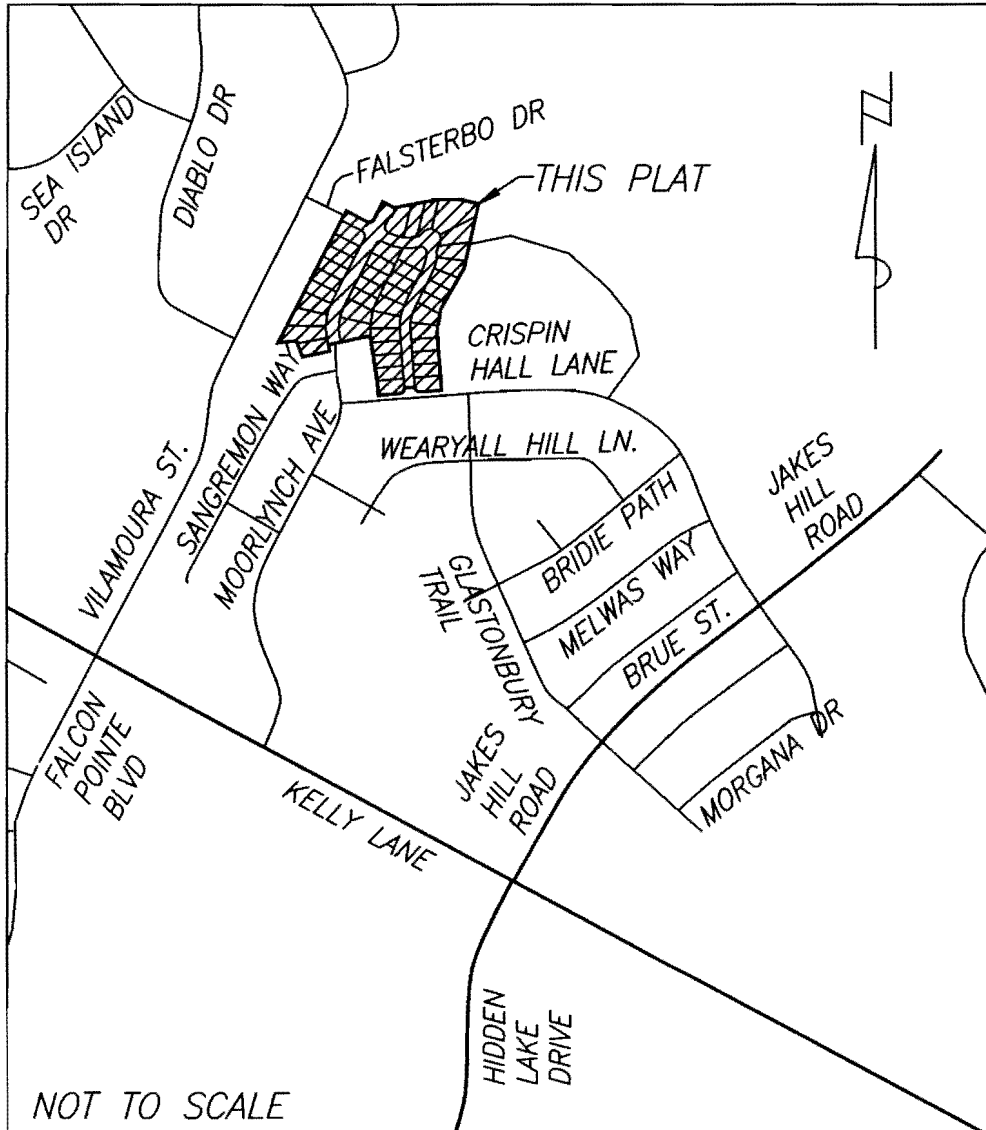
SM:AB:mh

1101 - Development Services Long Range Planning- Avalon Ph 7B Final Plat

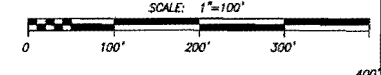
Precinct Map



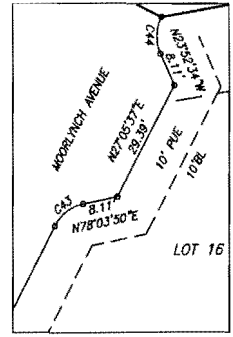
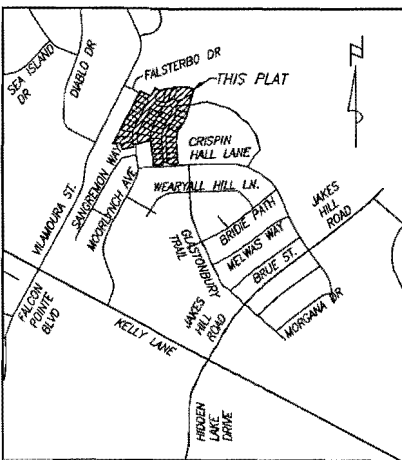
LOCATION MAP OF
AVALON PHASE 7B
TRAVIS COUNTY, TEXAS



FINAL PLAT OF
AVALON PHASE 7B
 TRAVIS COUNTY, TEXAS



KM AVALON, LTD.
 199.73 ACRES
 DOCUMENT No. 2005118416



LINE TABLE

LINE	BEARING	LENGTH
L1	S01°34'49\"	55.27'
L2	S08°46'22\"	63.90'
L3	S22°34'46\"	60.18'
L4	S01°34'49\"	35.40'
L5	S71°34'49\"	19.87'
L6	S11°44'10\"	28.31'
L7	S11°44'10\"	28.31'
L8	N63°13'14\"	10.83'
L9	N63°13'14\"	11.48'
L10	S79°13'28\"	8.92'
L11	S79°13'28\"	4.00'
L12	S79°13'28\"	4.93'
L13	S79°13'28\"	11.58'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	39.13	25.00	89°41'09\"	N71°56'12\"	35.26
C2	39.27	25.00	90°00'00\"	N49°32'32\"	35.36
C3	39.27	25.00	90°00'00\"	S40°27'08\"	35.36
C4	39.41	25.00	90°18'51\"	N18°03'48\"	35.45
C5	39.13	25.00	89°41'09\"	N71°56'12\"	35.26
C6	39.41	25.00	90°18'51\"	N18°03'48\"	35.45
C7	127.82	195.00	37°33'19\"	S81°59'53\"	125.54
C8	69.17	195.00	20°19'26\"	S71°22'57\"	68.81
C9	58.64	195.00	17°13'53\"	S87°50'24\"	58.42
C10	180.59	243.00	37°33'19\"	S81°59'53\"	157.73
C11	90.82	243.00	21°14'17\"	S73°50'22\"	90.30
C12	69.77	243.00	16°19'02\"	S87°22'59\"	69.54
C13	44.47	25.00	101°55'42\"	S49°48'41\"	38.84
C14	21.03	25.00	48°11'23\"	S55°07'46\"	20.41
C15	165.40	50.00	189°32'01\"	S54°11'55\"	99.85
C16	57.19	50.00	65°32'01\"	S63°48'05\"	54.12
C17	49.69	50.00	56°58'29\"	S54°57'40\"	47.67
C18	53.24	50.00	63°17'56\"	S05°09'33\"	52.47
C19	3.28	50.00	3°45'35\"	S38°41'18\"	3.28
C20	18.43	25.00	42°14'11\"	S19°27'00\"	18.01
C21	112.95	225.00	28°45'43\"	S12°42'46\"	111.77
C22	34.54	225.00	8°47'43\"	S02°43'46\"	34.31
C23	53.76	225.00	13°41'23\"	S13°58'19\"	53.83
C24	24.65	225.00	6°16'36\"	S23°57'19\"	24.64
C25	79.23	175.00	25°56'27\"	S14°07'23\"	78.56
C26	146.35	265.00	31°38'28\"	N11°16'23\"	144.49
C27	17.99	265.00	3°53'20\"	N02°36'12\"	17.99
C28	54.67	265.00	11°49'14\"	N05°15'06\"	54.57
C29	54.98	265.00	11°53'17\"	N17°06'21\"	54.88
C30	18.70	265.00	4°02'38\"	N25°04'18\"	18.70
C31	118.73	215.00	31°38'28\"	N11°16'23\"	117.23
C32	40.31	215.00	10°44'28\"	N00°49'22\"	40.25
C33	78.43	215.00	20°54'01\"	N16°38'37\"	77.99
C34	182.98	270.00	38°49'47\"	N07°40'43\"	179.50
C35	3.33	270.00	0°42'25\"	N11°22'58\"	3.33
C36	54.82	270.00	11°39'12\"	N05°12'09\"	54.82
C37	54.82	270.00	11°39'12\"	N06°27'03\"	54.82
C38	54.82	270.00	11°39'12\"	N18°06'18\"	54.82
C39	14.80	270.00	3°09'46\"	N25°30'44\"	14.90
C40	142.32	210.00	38°49'47\"	N07°40'43\"	139.61
C41	53.77	210.00	14°39'17\"	N19°45'59\"	53.57
C42	88.61	210.00	24°10'30\"	N00°21'06\"	87.95
C43	8.90	10.00	50°58'13\"	N52°34'44\"	8.61
C44	8.90	10.00	80°58'14\"	N01°36'33\"	8.61

- LEGEND:
- DE DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - MONUMENT
 - SIDEWALK REQUIRED

STIP DATA:
 11.744 ACRES
 PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328
 44 SINGLE FAMILY LOTS
 3 BLOCKS
 1875 LINEAR FEET OF NEW STREETS:

BUILDING SETBACKS:
 25' - FRONT
 20' - REAR
 5' - SIDE
 10' - CORNER LOT, STREET SIDE

PROPERTY OWNER / SUBDIVIDER:
 KM AVALON, LTD.
 BLAKE J. WAGEZ, PRESIDENT
 1011 N. LAMAR BLVD.
 AUSTIN, TEXAS 78703

DATE: JUNE 14, 2012 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

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DESCRIPTION:

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND BEING A PART OF THAT 188.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT NO. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the North Line of Otisph Hall Lane, (a right of way 60 feet wide as shown on the plat of Avalon Phase 7A, according to the plat thereof recorded in Document No. 200900157 of the Official Public Records of Travis County, Texas) of the Southeast Corner of that 13.451 Acre Tract conveyed to the Board of Trustees of the Pflugerville Independent School District by deed recorded in Document No. 200808044 of the Official Public Records of

THENCE along the North Line of Otisph Hall Lane the following the courses:

- 1. S.85°27'08"W a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
2. Northwesterly along the arc of said curve to the right a distance of 10.17 feet, said curve having a radius of 25.00 feet, a central angle of 90°00'00", and a chord bearing N.49°12'32"W, 35.36 feet to a 1/2" iron rod set;
3. S.85°27'08"W a distance of 50.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
4. Southwesterly along the arc of said curve, a distance of 30.27 feet, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing S.40°27'08"W, 35.36 feet to a 1/2" iron rod set;
5. S.85°27'08"W a distance of 100.10 feet to a 1/2" iron rod set at the Southeast corner of Lot 11, Block O, Avalon Phase 3A, according to the plat thereof recorded in Document No. 200800365 of the Official Public Records of Travis County, Texas;

THENCE N.04°32'52"W, along the East Line of said Lot 11, a distance of 75.00 feet to a 1/2" iron rod set;

THENCE N.08°52'56"W, along the East Line of Lots 11, 12, 13 and 14, Block O, a distance of 208.05 feet to a 1/2" iron rod found at the Northwest Corner of Lot 14;

THENCE S.78°15'50"W, along the North Line of Lot 14 and continuing along the North End of Moorlynnch Avenue, a distance of 200.53 feet to a 1/2" iron rod found;

THENCE S.11°44'10"E, along the West Line of Moorlynnch Lane, a distance of 31.54 feet to a 1/2" iron rod found at the Northeast Corner of Lot 34, Block J, Avalon Phase 3;

THENCE S.78°15'50"W, along the North Line of said Lot 34, a distance of 130.83 feet to a 1/2" iron rod found at the Northwest Corner of Lot 34 and to a point in the East Line of Lot 33, Block J;

THENCE N.20°39'10"W, along the East Line of said Lot 33, a distance of 80.90 feet to a 1/2" iron rod found at the Northeast Corner thereof;

THENCE S.84°08'19"W, along the North Line of Lot 33, a distance of 86.09 feet to a 1/2" iron rod set in the West Line of the said 188.93 Acre Tract and the East Line of plot of Fairways of Blackhawk Phase IV, according to the plat thereof recorded in Document No. 200200058 of the Official Public Records of Travis County, Texas;

THENCE along the West Line of the 188.93 Acre Tract and the East Line of the said plot of Fairways of Blackhawk Phase IV the following two courses:

- 1. N.27°16'05"E, a distance of 806.89 feet to a nail found;
2. N.27°05'37"E, a distance of 87.15 feet to a 1/2" iron rod found;

THENCE across the said 188.93 Acre Tract the following seven courses:

- 1. S.63°13'14"E a distance of 110.14 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
2. Easterly along the arc of said curve to the left a distance of 38.13 feet, said curve having a radius of 25.00 feet, a central angle of 89°41'08", and a chord bearing N.71°56'12"E, 35.26 feet to a 1/2" iron rod set;
3. N.27°05'37"E, a distance of 91.68 feet to a 1/2" iron rod set;
4. S.82°54'23"E, a distance of 60.00 feet to a 1/2" iron rod set;
5. N.74°15'41"E, a distance of 220.22 feet to a 1/2" iron rod found;
6. S.89°30'07"E, a distance of 83.15 feet to a 1/2" iron rod found;
7. S.77°16'18"E, a distance of 83.02 feet to a 1/2" iron rod found in the West Line of the said 13.451 Acre Tract;

THENCE along said West Line the following five courses:

- 1. S.12°45'13"W a distance of 311.40 feet to 1/2" iron rod set;
2. S.28°19'53"W a distance of 81.53 feet to a 1/2" iron rod set;
3. S.30°11'45"W a distance of 130.19 feet to a 1/2" iron rod found;
4. S.08°57'07"W a distance of 112.52 feet 1/2" iron rod found;
5. S.04°32'52"E a distance of 270.00 feet to the said Point of Beginning.

Containing 11.744 acres, more or less.

GENERAL NOTES:

- 1. THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
4. THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
5. FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF MOORLYNNCH AVENUE, CERRIOWEN DRIVE, AND PALSTERBO DRIVE, AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
6. SINGLE FAMILY SIDE YARD SETBACK SHALL BE 5 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, (WHOLESALE) AND THE CITY OF PFLUGERVILLE.
9. WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
10. PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS THE COMPREHENSIVE AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
13. DRIVEWAY ACCESS FROM LOT 1, BLOCK O, AND LOT 1, BLOCK N IS RESTRICTED TO CERRIOWEN DRIVE.
14. DRIVEWAY ACCESS FROM LOT 44, BLOCK J, IS RESTRICTED TO MOORLYNNCH DRIVE.

OWNER'S CERTIFICATION

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF TRAVIS

THAT KM AVALON, LTD, BLAKE J. MAGEE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE PHILIP GOLDEN SURVEY, ABSTRACT-328, AND OUT OF THE EDWARD FLINT SURVEY, ABSTRACT-277 DESCRIBED AS 198.93 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118416, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 11.75 ACRES TO BE KNOWN AS AVALON PHASE 7B IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ___ DAY OF _____, 20__

BLAKE J. MAGEE KM AVALON LTD, 1011 N. LAMAR BLVD, AUSTIN, TEXAS 78703

ACKNOWLEDGMENT:

STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE J. MAGEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20__

SEAL

NOTARY PUBLIC, STATE OF TEXAS

THE FULLY DEVELOPED 100 YEAR FLOOD PLAN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREON.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453002804, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. BRENT JONES REGISTERED PROFESSIONAL ENGINEER No. 92671 STATE OF TEXAS



STATE OF TEXAS COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WESBAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

J. KENNETH WESBAND 6/14/2012 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741 STATE OF TEXAS



APPROVED THIS ___ DAY OF _____, 20__ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: NAIJ HORDER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: TRET FLETCHER, PLANNING DIRECTOR

ATTEST: KAREN THOMPSON, CITY SECRETARY

APPROVED THIS ___ DAY OF _____, 20__ BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: JEFF COLEMAN, MAYOR

ATTEST: KAREN THOMPSON, CITY SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, THIS ___ DAY OF _____, 20__

BY: TRET FLETCHER, PLANNING DIRECTOR

FINAL PLAT OF

AVALON PHASE 7B

COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____, 20__ A. D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE ___ DAY OF _____, 20__ A. D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20__ A. D. AT ___ O'CLOCK ___ M AND DULY RECORDED ON THE ___ DAY OF _____, 20__ A. D. AT ___ O'CLOCK ___ M, OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20__ A. D.

DANA DEBEAUVOIR, COUNTY CLERK TRAVIS COUNTY, TEXAS

DEPUTY

DATE: JUNE 14, 2012 SCALE: 1" = 100'

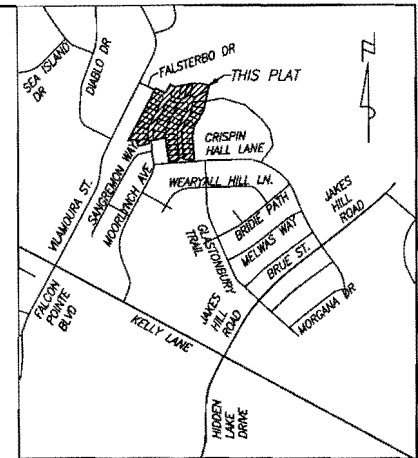
RANDALL JONES & ASSOCIATES ENGINEERING, INC. 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793 FAX: (512) 836-4817 F-3784

RJ SURVEYING & ASSOCIATES, INC. 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793 FAX: (512) 836-4817

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PLAT OF
AVALON PHASE 7B
TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS



LOCATION MAP
NOT TO SCALE

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: JUNE 14, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Gehan Homes, Ltd.; (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Avalon Phase 7B" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

1. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the

construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the

public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all

claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Gehan Homes, Ltd.
3815 S. Capital of Texas Hwy
Austin, TX 78704

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. **NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.**

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

John Moline

By:

Name: John Moline
Title: Corporate Controller
Authorized Representative
Date: 5-28-2013

ACKNOWLEDGEMENT

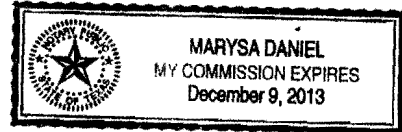
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, May 28, 2013, by
John Moline, in the capacity stated herein.

Signature of Notary *Marysa Daniel*

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: KM Avalon, Ltd.
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$ 36,534.13
SUBDIVISION: Avalon Ph 7B
DATE OF POSTING: May 28, 2013
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 CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER 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 Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "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 prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

DEVELOPER

By: 
Name: Blake Magee
Title: President
Date: 5/28/13

ADDRESS OF DEVELOPER

Km Avalon, Ltd.
1011 North Lamar
Austin TX 78703
Phone: 512 481-0303

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS