



Travis County Commissioners Court Agenda Request

Meeting Date: February 11, 2014

Prepared By: Sue Welch, Planner

Phone #: (512) 854-7637

Division Director/Manager: Anna Bowlin, Division Director of Development Services and 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 in Precinct One:

- A) A plat for recording: Avalon Phase 10 Final Plat (Long Form Final Plat - 55 total lots - 15.85 acres - Grails Hollow - City of Pflugerville 2-mile ETJ);
- B) A Subdivision Construction Agreement between Travis County and KM Avalon Ltd. and Gehan Homes Ltd.; and
- C) The use of a Cash Security Agreement.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 54 single family lots and 1 open space/drainage easement lot on 15.85 acres. There are 2,115 linear feet of public streets proposed with this final plat. Water and wastewater services will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been made to the City of Pflugerville through a development agreement.

B) The applicants, KM Avalon Ltd. and 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. In order to post cash, the developer must enter into a Cash Security Agreement with Travis County. The additional fiscal of \$119,678.84 will be added to the \$110,297.00 that was posted originally as an Alternative Fiscal. The total of these two postings \$229,975.84 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 Travis County Alternative Fiscal Agreement on March 19, 2013, and the final plat is scheduled for approval by the City of Pflugerville on February 3, 2014, TNR recommends approval of the final plat, the Subdivision Construction Agreement, and the Cash Security Agreement.

ISSUES AND OPPORTUNITIES:

TNR 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:

No Fiscal Impact.

EXHIBITS/ATTACHMENTS:

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

REQUIRED AUTHORIZATIONS:

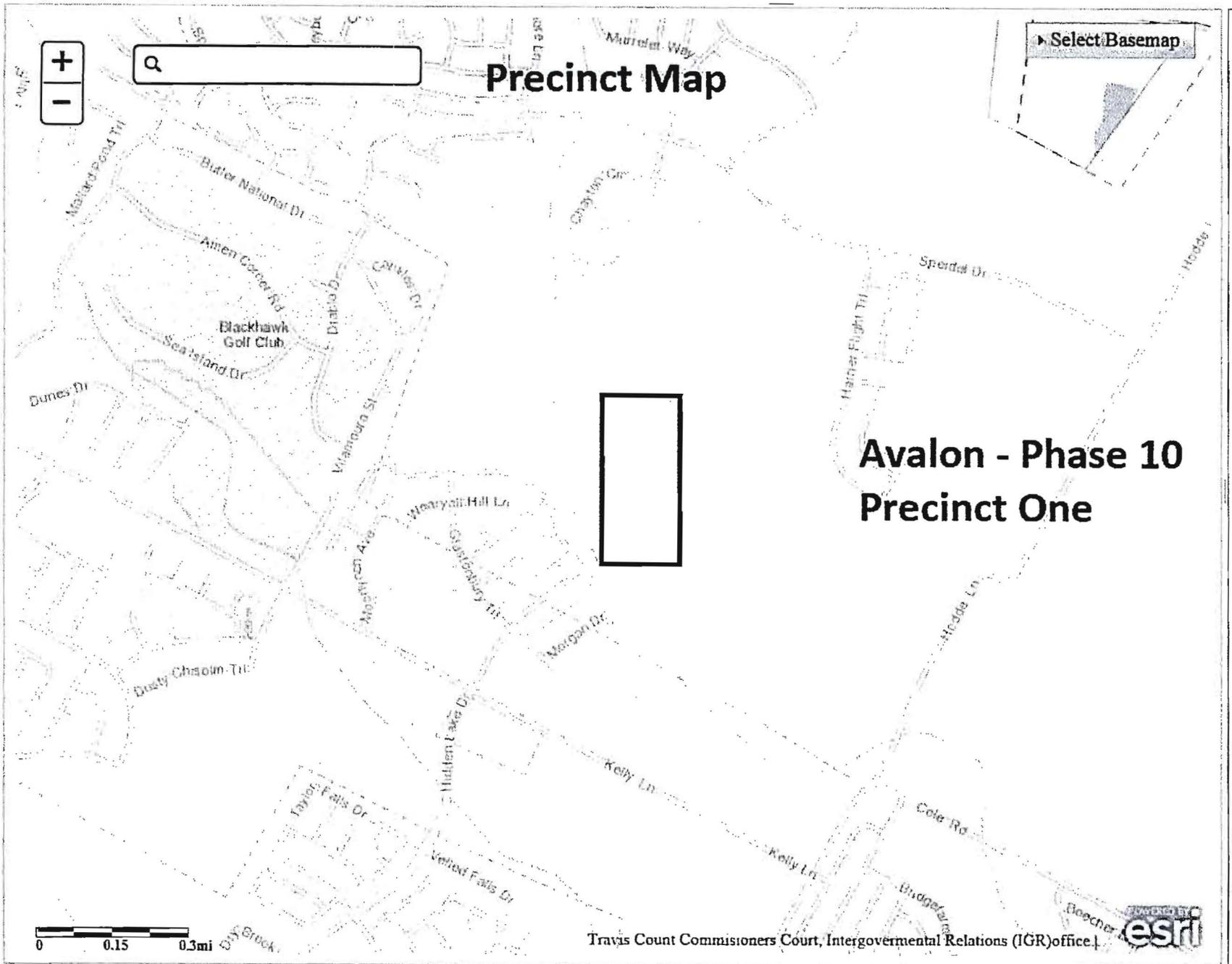
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7637

CC:

Sue Welch	Planner	TNR	(512) 854-7637
Paul Scoggins	Engineering Specialist	TNR	(512) 854-7619

SW:AB:sw

0101 - Administrative Svs- Avalon Phase 10 final plat



Precinct Map

**Avalon - Phase 10
Precinct One**

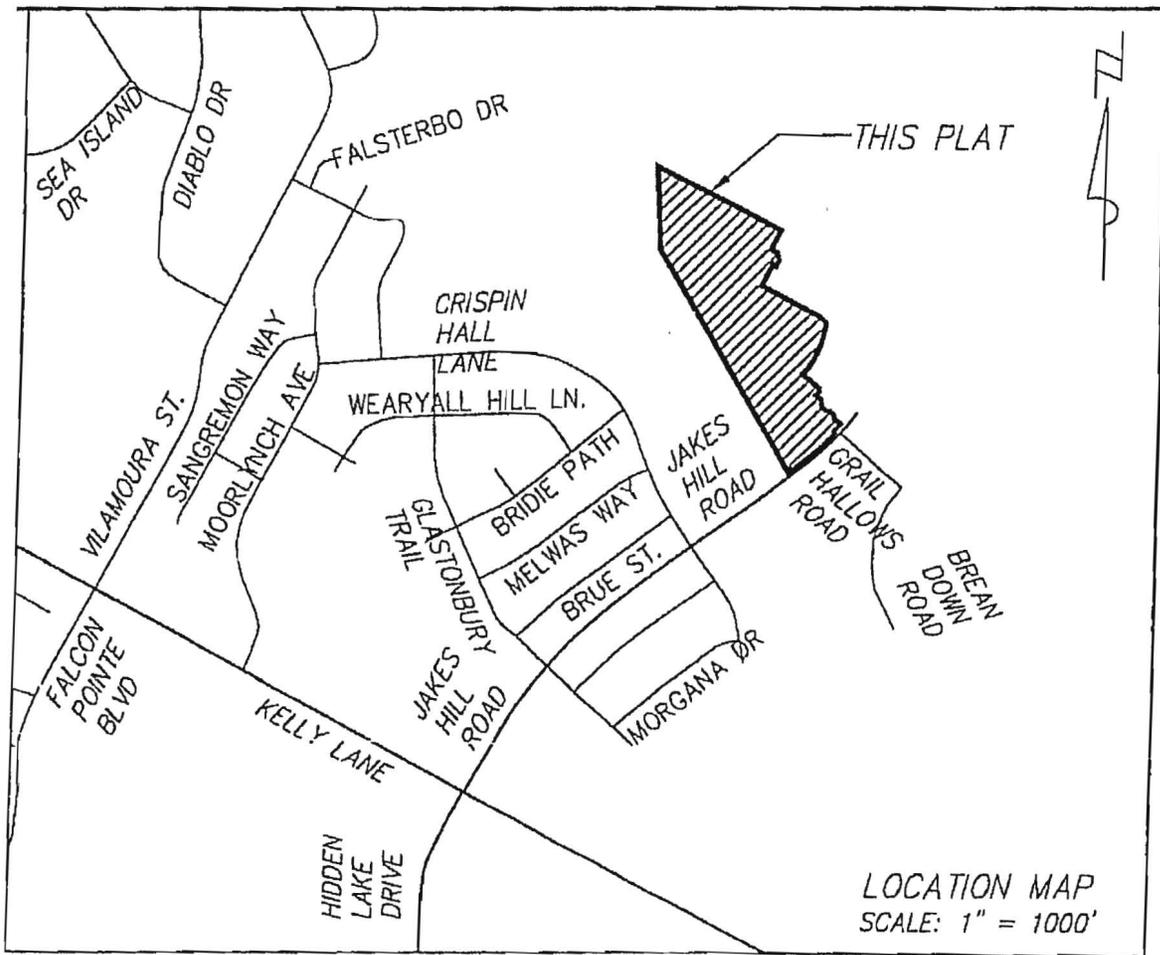
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Travis County Commissioners Court, Intergovernmental Relations (IGR) office



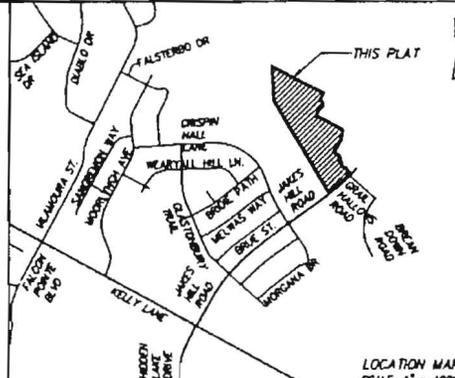
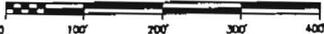
AVALON – PHASE 10

FINAL PLAT

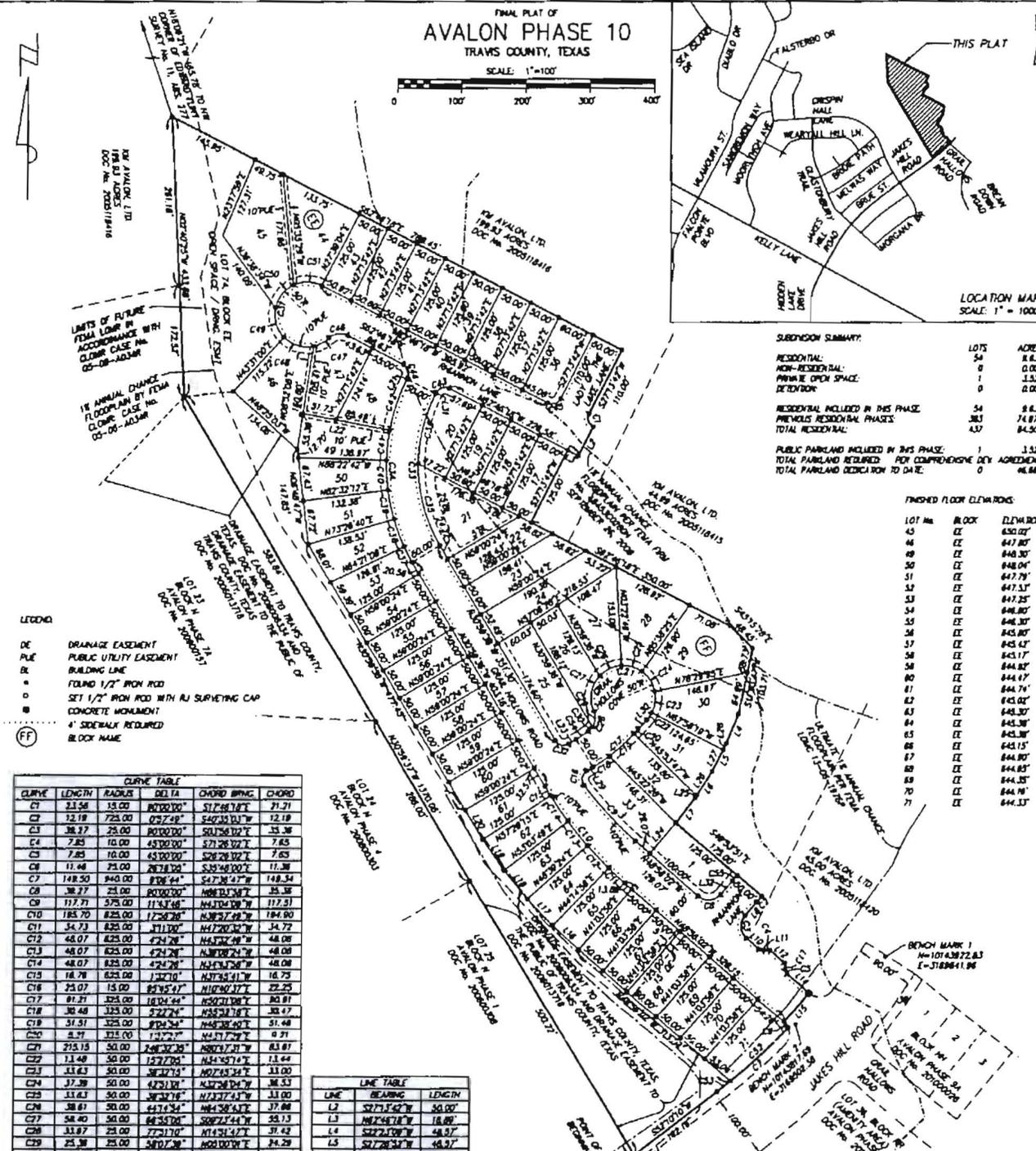


FINAL PLAT OF
AVALON PHASE 10
 TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LOCATION MAP
 SCALE: 1" = 1000'



SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	54	8.63
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	1	1.52
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	54	8.63
PREVIOUS RESIDENTIAL PHASES:	383	74.87
TOTAL RESIDENTIAL:	437	84.50
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	1	1.52
TOTAL PARKLAND REQUIRED PER COMPREHENSIVE DEV. AGREEMENT:	0	0.00
TOTAL PARKLAND DEDICATION TO DATE:	0	0.00

FINISHED FLOOR ELEVATIONS:

LOT No.	BLOCK	ELEVATION
45	EE	650.00'
46	EE	647.80'
49	EE	648.30'
50	EE	648.04'
51	EE	647.79'
52	EE	647.53'
53	EE	647.25'
54	EE	646.80'
55	EE	646.30'
56	EE	645.80'
57	EE	645.43'
58	EE	645.17'
59	EE	644.85'
60	EE	644.47'
61	EE	644.74'
62	EE	645.01'
63	EE	645.30'
64	EE	645.58'
65	EE	645.38'
66	EE	645.15'
67	EE	644.80'
68	EE	644.85'
69	EE	644.35'
70	EE	644.78'
71	EE	644.37'

LEGEND:

- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- BL BUILDING LINE
- o FOLDING 1/2" IRON ROD
- o SET 1/2" IRON ROD WITH SURVEYING CAP
- o CONCRETE MONUMENT
- FF 4" SIDEWALK REQUIRED
- o BLOCK NAME

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	21.56	15.00	80.0000°	S71.26181°E	21.21
C2	12.19	725.00	0.5749°	S49.35103°W	12.19
C3	38.27	25.00	80.0000°	S01.56102°E	35.26
C4	7.85	10.00	65.0000°	S71.26181°E	7.63
C5	7.85	10.00	65.0000°	S28.73819°E	7.63
C6	11.48	25.00	28.7382°	S35.48007°E	11.26
C7	149.50	840.00	8.7064°	S47.38427°W	148.34
C8	38.27	25.00	80.0000°	N88.03267°E	35.26
C9	117.71	575.00	11.8336°	N85.10930°W	117.51
C10	185.70	825.00	1.7262°	N89.87222°E	184.90
C11	34.73	825.00	3.1102°	N47.70632°E	34.72
C12	48.07	825.00	4.2428°	N45.53248°W	48.08
C13	48.07	825.00	4.2428°	N46.96752°W	48.08
C14	48.07	825.00	4.2428°	N45.53248°W	48.08
C15	16.78	825.00	1.3210°	N47.35311°W	16.75
C16	23.07	15.00	84.3542°	N10.90377°E	22.25
C17	81.21	325.00	16.0444°	N50.01087°E	80.81
C18	30.48	325.00	2.7272°	N55.28187°E	30.47
C19	31.51	325.00	8.7064°	N46.38407°E	31.48
C20	5.21	325.00	1.3210°	N47.35311°E	5.17
C21	215.15	50.00	2.9832°	N88.03267°E	213.61
C22	11.48	50.00	1.3210°	N47.35311°E	11.44
C23	13.63	50.00	3.2728°	N02.55242°E	13.00
C24	37.39	50.00	4.2512°	N37.26024°E	36.53
C25	13.63	50.00	3.2728°	N13.37343°E	13.00
C26	38.61	50.00	4.4743°	N41.58147°E	37.86
C27	58.40	50.00	6.4576°	S08.25344°W	58.13
C28	13.87	25.00	7.7317°	N14.51427°E	13.42
C29	25.38	25.00	5.6023°	N00.00000°E	24.29
C30	8.61	25.00	19.4530°	N47.35311°E	8.54
C31	218.83	50.00	2.8071°	N88.03267°E	217.30
C32	21.68	15.00	80.2854°	N70.17013°W	21.45
C33	243.88	240.00	5.9717°	N01.82377°E	241.58
C34	294.88	290.00	5.9717°	N01.82377°E	292.17
C35	132.30	240.00	3.1330°	N12.21214°E	130.84
C36	111.57	240.00	2.6387°	N13.54327°E	110.57
C37	27.08	290.00	4.2044°	N28.78147°E	27.08
C38	48.02	290.00	8.0537°	N21.08108°W	45.87
C39	48.02	290.00	8.0537°	N17.80044°E	45.87
C40	45.88	290.00	8.0526°	N02.55343°W	45.83
C41	48.02	290.00	8.0537°	N08.10104°E	45.87
C42	83.59	290.00	16.3034°	N18.58187°E	81.30
C43	21.56	15.00	80.0000°	N77.17147°E	21.21
C44	21.56	15.00	80.0000°	N17.80108°W	21.21
C45	21.56	15.00	80.0000°	N77.17147°E	21.21
C46	30.77	25.00	70.2144°	N01.82307°E	28.87
C47	27.41	50.00	3.7452°	N02.74187°E	27.07
C48	48.78	50.00	5.7054°	N12.22307°E	47.70
C49	48.04	50.00	5.9717°	N18.58187°E	45.80
C50	48.04	50.00	5.9717°	N18.58187°E	45.80
C51	45.75	50.00	5.7282°	N08.03367°E	44.17
C52	123.12	840.00	7.2017°	N02.55343°E	123.04
C53	26.37	840.00	1.2637°	N01.82307°E	26.37
C54	22.89	275.00	4.9818°	N58.10287°E	22.88
C55	11.35	275.00	0.9748°	N40.35103°E	11.35

LINE TABLE

LINE	BEARING	LENGTH
L1	S71.26181°E	50.00
L2	S71.26181°E	50.00
L3	N67.46178°E	18.00
L4	S27.24078°E	48.07
L5	S71.26181°E	48.07
L6	S37.30335°E	48.07
L7	S37.30335°E	48.07
L8	S71.26181°E	27.81
L9	S48.38107°E	28.00
L10	N08.10108°E	10.00
L11	S45.26102°E	30.00
L12	S45.26102°E	30.00
L13	S02.55102°E	10.00
L14	S48.38107°E	45.68
L15	S41.04278°W	80.00
L16	N47.35311°E	55.54
L17	N47.35311°E	57.67
L18	N08.10108°E	37.67
L19	N45.45158°W	57.67
L20	N77.17147°E	32.88
L21	N77.17147°E	2.40
L22	S77.17147°E	21.21
L23	N58.32307°E	13.28
L24	N02.55307°E	82.18
L25	N47.35311°E	8.48
L26	N37.30335°E	48.11
L27	N37.30335°E	48.11
L28	N12.22307°E	32.18
L29	N12.22307°E	11.28
L30	N47.35311°E	18.77
L31	N77.17147°E	2.40
L32	N47.35311°E	27.81

STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
GRASS HOLLOW ROAD	1231'	50'
GRASS HOLLOW COVE	158'	50'
BRANSON LANE	578'	50'
LADY OF THE LAKE LANE	150'	50'

PROPERTY OWNER / SUBDIVIDER:

RM AVALON, LTD.
 BRUCE A. MARCE, PRESIDENT
 1011 N. LAMAR BLVD.
 AUSTIN, TEXAS 78703

OWNER NOTES:

15725 NORTH DALLAS PARKWAY
 SUITE 300
 ADDICKS, TEXAS 75001

SITE DATA:

15.85 ACRES
 EDWARD PLUNT SURVEY No. 11, ABSTRACT No. 377
 54 SINGLE FAMILY LOTS
 1 OPEN SPACE/DRAINAGE EASEMENT LOT
 2 BLOCKS
 2,115 LINEAR FEET OF NEW STREETS

REVISED DEC. 13, 2013; ADDRESSED CITY COMMENTS
 DATE: DECEMBER 11, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-8783 FAX: (512) 836-4817 F-1874

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-8783 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. and KM Avalon, 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 10 (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:

I. 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:	<u>KM Avalon, Ltd.</u> <u>1011 N. Lamar</u> <u>Austin, TX 78703</u>	Gehan Homes, Ltd. 3815 Capital of TX Hwy, Ste 275 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.

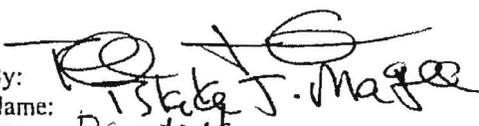
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By: 
Name: Blake J. Magee
Title: President
Authorized Representative
Date: 2-19-13

ACKNOWLEDGEMENT

STATE OF TEXAS

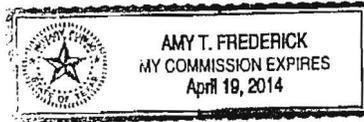
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, ^{19th} February 2013, by Blake Magee, in the capacity stated herein.

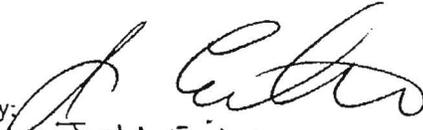
Signature of Notary



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



Date:

By: 
Name: Justin Eicher
Title: Division President
Authorized Representative
Date: 1-17-14

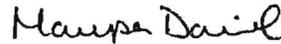
ACKNOWLEDGEMENT

STATE OF TEXAS

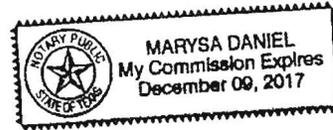
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, January 17, 2014, by
Justin Eicher, in the capacity stated herein.

Signature of Notary

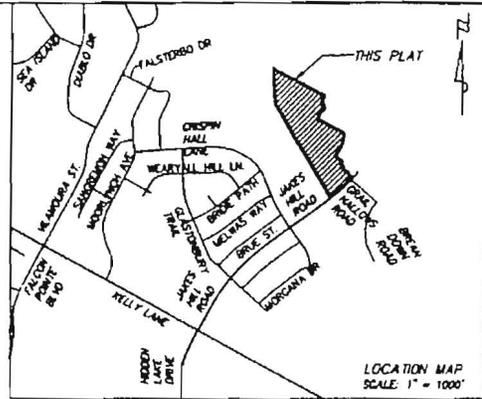


After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



"A"

PLAT OF
AVALON PHASE 10
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME
BUYERS

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

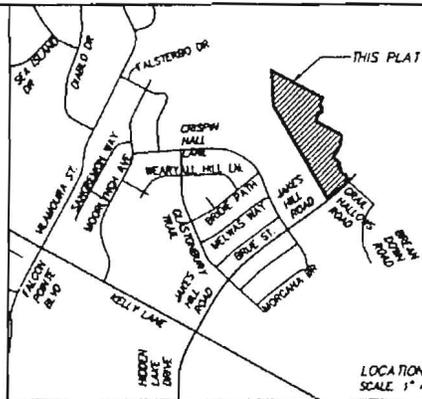
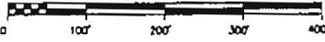
REVISED DEC. 13, 2013. ADDRESSED CITY COMMENTS
DATE: DECEMBER 11, 2013

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

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

FINAL PLAT OF
AVALON PHASE 10
 TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LOCATION MAP
 SCALE: 1" = 1000'

SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL	54	8.83
NON-RESIDENTIAL	0	0.00
PUBLIC OPEN SPACE	1	1.33
DEFERRED	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	54	8.83
PREVIOUS RESIDENTIAL PHASES:	383	74.87
TOTAL RESIDENTIAL:	437	84.50
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	1	1.33
TOTAL PARKLAND RETAINED PER COMPREHENSIVE DEV. AGREEMENT:	0	0.00
TOTAL PARKLAND DEDICATED TO DATE:	1	1.33

FINISHED FLOOR ELEVATIONS

LOT NO.	BLOCK	ELEVATION
43	EE	830.00'
44	EE	847.80'
45	EE	848.30'
46	EE	848.00'
47	EE	848.04'
48	EE	847.79'
49	EE	847.53'
50	EE	847.25'
51	EE	846.80'
52	EE	846.30'
53	EE	845.80'
54	EE	845.47'
55	EE	845.17'
56	EE	844.87'
57	EE	844.67'
58	EE	844.74'
59	EE	845.02'
60	EE	845.30'
61	EE	845.38'
62	EE	845.38'
63	EE	845.38'
64	EE	845.38'
65	EE	845.38'
66	EE	845.38'
67	EE	845.38'
68	EE	845.38'
69	EE	845.38'
70	EE	845.38'
71	EE	845.38'

- LEGEND:**
- DC DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - BL BUILDING LINE
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - CONCRETE MONUMENT
 - FF 6" SIDEWALK REQUIRED
 - BLOCK NAME

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	23.58	15.00	80.0000°	51.724171°T	21.71
C2	12.19	725.00	82.7492°	54.023317°T	12.19
C3	38.27	75.00	80.0000°	50.154327°T	35.36
C4	7.85	10.00	45.0000°	57.128102°T	7.85
C5	7.85	10.00	45.0000°	52.871897°T	7.85
C6	11.48	75.00	76.1630°	53.044002°T	11.38
C7	148.50	840.00	87.6444°	54.723847°T	148.54
C8	38.27	75.00	80.0000°	48.823267°T	35.36
C9	117.71	975.00	115.4546°	44.512487°T	117.51
C10	185.70	625.00	175.2678°	44.512487°T	184.80
C11	34.73	625.00	371.300°	44.512487°T	34.72
C12	48.07	625.00	474.79°	44.512487°T	48.08
C13	48.07	625.00	474.79°	44.512487°T	48.08
C14	48.07	625.00	474.79°	44.512487°T	48.08
C15	18.78	625.00	139.70°	44.512487°T	18.75
C16	75.07	15.00	82.5617°	44.512487°T	72.25
C17	91.21	325.00	149.4444°	44.512487°T	80.81
C18	30.48	325.00	322.24°	44.512487°T	30.47
C19	31.51	325.00	322.24°	44.512487°T	31.48
C20	8.21	325.00	137.77°	44.512487°T	8.21
C21	215.13	30.00	246.3230°	44.512487°T	83.81
C22	13.48	30.00	152.7105°	44.512487°T	13.44
C23	33.63	30.00	38.3875°	44.512487°T	33.00
C24	37.38	30.00	473.291°	44.512487°T	36.53
C25	33.63	30.00	38.3875°	44.512487°T	33.00
C26	36.81	30.00	441.454°	44.512487°T	37.88
C27	58.40	30.00	88.3038°	44.512487°T	55.15
C28	33.67	25.00	77.9170°	44.512487°T	31.42
C29	25.38	25.00	58.0790°	44.512487°T	24.28
C30	8.61	25.00	78.1590°	44.512487°T	8.58
C31	248.63	30.00	240.7148°	44.512487°T	81.63
C32	23.68	15.00	80.7654°	44.512487°T	21.30
C33	243.88	240.00	50.1718°	44.512487°T	233.57
C34	294.89	290.00	56.1718°	44.512487°T	282.17
C35	132.30	240.00	31.3330°	44.512487°T	130.64
C36	111.57	240.00	28.3810°	44.512487°T	110.57
C37	37.08	290.00	57.0544°	44.512487°T	27.05
C38	46.02	290.00	67.0544°	44.512487°T	45.87
C39	46.02	290.00	67.0544°	44.512487°T	45.87
C40	43.89	290.00	67.0544°	44.512487°T	43.87
C41	46.02	290.00	67.0544°	44.512487°T	45.87
C42	81.58	290.00	18.3038°	44.512487°T	83.30
C43	23.58	15.00	80.0000°	44.512487°T	21.31
C44	23.58	15.00	80.0000°	44.512487°T	21.31
C45	23.58	15.00	80.0000°	44.512487°T	21.31
C46	30.77	25.00	70.2144°	44.512487°T	28.87
C47	37.41	30.00	112.452°	44.512487°T	37.07
C48	46.75	30.00	57.0544°	44.512487°T	47.73
C49	48.04	30.00	56.1718°	44.512487°T	47.10
C50	48.48	30.00	57.0544°	44.512487°T	43.00
C51	45.75	30.00	57.0544°	44.512487°T	44.17
C52	123.12	840.00	7.8077°	44.512487°T	123.04
C53	26.37	840.00	128.277°	44.512487°T	26.37
C54	22.88	275.00	74.078°	44.512487°T	22.88
C55	17.35	875.00	67.68°	44.512487°T	17.35

LINE TABLE

LINE	BEARING	LENGTH
L1	S77°14'42" E	50.00
L2	N62°48'47" E	18.88
L3	S22°10'07" E	58.87
L4	S22°10'07" E	58.87
L5	S22°10'07" E	58.87
L6	S22°10'07" E	58.87
L7	S22°10'07" E	58.87
L8	S22°10'07" E	58.87
L9	S22°10'07" E	58.87
L10	S22°10'07" E	58.87
L11	N62°48'47" E	18.88
L12	S22°10'07" E	58.87
L13	S22°10'07" E	58.87
L14	S22°10'07" E	58.87
L15	S22°10'07" E	58.87
L16	N27°14'42" E	50.00
L17	N62°48'47" E	18.88
L18	N62°48'47" E	18.88
L19	N62°48'47" E	18.88
L20	N27°14'42" E	50.00
L21	N27°14'42" E	50.00
L22	S22°10'07" E	58.87
L23	N62°48'47" E	18.88
L24	N62°48'47" E	18.88
L25	N62°48'47" E	18.88
L26	N62°48'47" E	18.88
L27	N62°48'47" E	18.88
L28	N62°48'47" E	18.88
L29	N62°48'47" E	18.88
L30	N62°48'47" E	18.88
L31	N27°14'42" E	50.00
L32	N27°14'42" E	50.00

STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
DRAG HOLLERS ROAD	1,321'	30'
DRAG HOLLERS CONE	1,321'	30'
RAMBOWAN LANE	500'	30'
LADY OF THE LAKE LANE	1,321'	30'

PROPERTY OWNER / SUBDIVIDER:
 RW AVALON LTD
 1011 N LAMAR BLVD
 AUSTIN, TEXAS 78703

GEHAN MOSES
 15725 NORTH DALLAS PARKWAY
 SUITE 300
 ADDISON, TEXAS 75001

SITE DATA:
 13.85 ACRES
 EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277
 34 SINGLE FAMILY LOTS
 1 OPEN SPACE/DRAINAGE EASEMENT LOT
 2 BLOCKS
 2,113 LINEAR FEET OF NEW STREETS.

BENCH MARK 1:
 SQUARE CUT ON TOP OF CURB
 ELEVATION = 844.74 NAVD
BENCH MARK 2:
 SQUARE CUT ON TOP OF CURB
 ELEVATION = 843.57 NAVD

REvised DEC. 13, 2013 ADdressed CITY COMMENTS
 DATE: DECEMBER 11, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRANER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
 1312 E. BRANER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817

FINAL PLAT OF
AVALON PHASE 10

OWNER'S CERTIFICATION
THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

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

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 ALIGNED 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 INMANSON LANE, ORAL HOLLOW LANE, LADY OF THE LAKE LANE AND ORAL HOLLOW LANE. SIX FOOT (6') SIDEWALKS SHALL BE CONSTRUCTED ALONG THE SUBDIVISION SIDE OF JAMES MILL ROAD. SIDEWALK RAMPUPS 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 DATED MAY 2008.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 8,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY WASHINGTON WATER SUPPLY CORPORATION (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
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 BATTERY SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
13. DRIVEWAY ACCESS FROM LOTS 1, 20, 25 AND 33 BLOCK FF; AND LOT 46 BLOCK EE TO ORAL HOLLOW ROAD IS PROHIBITED.
14. DRIVEWAY ACCESS FROM LOT 36, BLOCK EE TO LADY OF THE LAKE LANE IS PROHIBITED.
15. THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2008084700 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES 11 RECORDED IN DOCUMENT NO. 2007022100 AND AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2008047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS UPON FINAL PLAT RECORDATION. A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
16. THE ASSESSOR COMMUNITY IMPACT FEE MALE FOR WASTEWATER SERVICE SHALL BE PAID IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008 AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 881-07-08-26.
17. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS FOR ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
18. THIS SUBDIVISION IS SUBJECT TO TREE PRESERVATION AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
19. THIS SUBDIVISION IS WITHIN THE KELLY LANE NECLD, NO. 2.
20. BUILDING PERMITS FOR LOTS 41-71, BLOCK EE AND LOTS 1 AND 18-33, BLOCK FF WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED AND THE TEMPORARY DRAINAGE EASEMENTS RECORDED IN DOCUMENT NO. 2007022100 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HAS BEEN VACATED.

THAT KM AVALON, LTD, BLAKE J. MAGEE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277 DESCRIBED AS 198.83 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2008 AND RECORDED UNDER DOCUMENT NO. 2008118420 IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2008 AND RECORDED UNDER DOCUMENT NO. 2008118420 AND 64.89 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2008 AND RECORDED UNDER DOCUMENT NO. 2008118420, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT GENAN HOMES, LTD, A TEXAS LIMITED PARTNERSHIP, BY GENAN HOMES, INC., GENERAL PARTNER, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277, DESCRIBED AS 15.873 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO GENAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP, DATED SEPTEMBER 18, 2012 AND RECORDED UNDER DOCUMENT NO. 2013071089 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, 15.873 ACRES TO BE KNOWN AS AVALON PHASE 10 IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREOF, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

BY: EMILY BARRON, PLANNING DIRECTOR
ATTEST:
KAREN THOMPSON, CITY SECRETARY

WITNESS MY HAND AND SEAL THIS 29th DAY OF October, 2013
BLAKE J. MAGEE
KM AVALON, LTD.
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

WITNESS MY HAND, THIS 28th DAY OF October, 2013

GENAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP
BY: GENAN HOMES, INC., A TEXAS CORPORATION, GENERAL PARTNER

BY: Justin Elchert
NAME JUSTIN ELCHERT
TITLE DIV PRES

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 29th DAY OF October, 2013

SEAL
Amy J. Hedrich
NOTARY PUBLIC, STATE OF TEXAS



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Justin Elchert, 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 28th DAY OF October, 2013

SEAL
Dana DeBeauvoir
NOTARY PUBLIC, STATE OF TEXAS



A 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. 480500000R, EFFECTIVE DATE SEPTEMBER 16, 2006, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AN 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 (UPON COMPLETION OF THE CLAIM), AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. Brent Jones
LICENSED PROFESSIONAL ENGINEER NO. 12677
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS
THAT I, J. KENNETH WEGAND, 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 HEREOF.

J. Kenneth Wegand Sept. 17, 2013
I, J. KENNETH WEGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC IMPROVEMENTS 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 PLANS 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 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 _____ 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

REVISED DEC.-13, 2013; ADDRESS CITY COMMENTS
DATE: DECEMBER 13, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRANER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX (512) 836-4817 F-8784

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

Table with 2 columns: LOT AREA (SQUARE FEET) and Lot numbers. Includes lots 1 through 71 with their respective areas.

§ 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. and KM Avalon, 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 10" (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:

I. 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:	<u>KM Avalon, Ltd.</u> <u>1011 N. Lamar</u> <u>Austin, TX 78703</u>	Gehan Homes, Ltd. 3815 Capital of TX Hwy, Ste 275 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:

By: ~~_____~~
Name: Blake J. Magee
Title: President
Authorized Representative
Date: 2-19-13

ACKNOWLEDGEMENT

STATE OF TEXAS

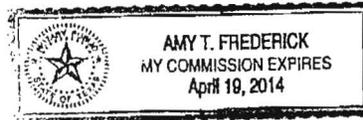
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, ^{19th} February 2013, by Blake Magee, in the capacity stated herein.

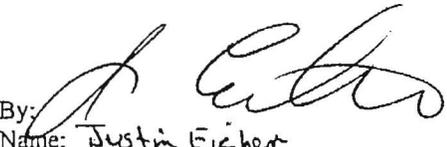
Signature of Notary

Amy T. Frederick

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



Date:

By: 
Name: Justin Eicher
Title: Division President
Authorized Representative
Date: 1-17-14

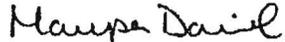
ACKNOWLEDGEMENT

STATE OF TEXAS

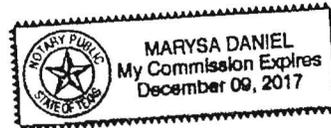
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, January 17, 2014, by
Justin Eicher, in the capacity stated herein.

Signature of Notary

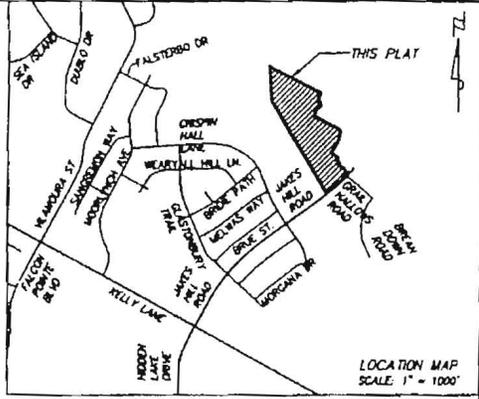


After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



"A"

PLAT OF
AVALON PHASE 10
TRAVIS COUNTY, TEXAS

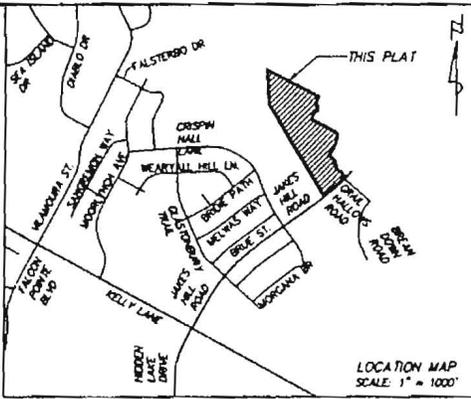
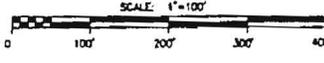


TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME
BUYERS

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

REVISED DEC. 11, 2013. ADDRESSED CITY COMMENTS
DATE: DECEMBER 11, 2013
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRANER LAKE, AUSTIN, TEXAS 78753
 (512) 838-4783 FAX: (512) 838-4817 F-8784
RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRANER LAKE, AUSTIN, TEXAS 78753
 (512) 838-4783 FAX: (512) 838-4817

FINAL PLAT OF
AVALON PHASE 10
TRAVIS COUNTY, TEXAS



SUBDIVISION SUMMARY

RESIDENTIAL	LOTS	ACRES
RESIDENTIAL	54	8.63
NON-RESIDENTIAL	0	0.00
PRIME OPEN SPACE	1	3.52
DEFERRER	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE	54	8.63
PREVIOUS RESIDENTIAL PHASES	363	74.87
TOTAL RESIDENTIAL	417	84.50
PUBLIC PARKLAND INCLUDED IN THIS PHASE	1	3.52
TOTAL PARKLAND REQUIRED FOR COMPREHENSIVE DEV AGREEMENT	0	48.98
TOTAL PARKLAND DEDICATED TO DATE	0	48.98

FINISHED FLOOR ELEVATIONS

LOT NO.	BLOCK	ELEVATION
45	EE	850.00'
46	EE	847.80'
48	EE	848.30'
49	EE	848.04'
51	EE	847.79'
52	EE	847.53'
53	EE	847.25'
54	EE	846.80'
55	EE	846.30'
56	EE	845.80'
57	EE	845.42'
58	EE	845.17'
59	EE	844.82'
60	EE	844.47'
61	EE	844.21'
62	EE	843.92'
63	EE	843.50'
64	EE	843.30'
65	EE	843.15'
67	EE	844.30'
68	EE	844.85'
69	EE	844.55'
70	EE	844.18'
71	EE	844.33'

- LEGEND**
- DE DRAINAGE EASEMENT
 - PU PUBLIC UTILITY EASEMENT
 - BL BUILDING LINE
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH SURVEYING CAP
 - CONCRETE MONUMENT
 - 4' SIDEWALK REQUIRED
 - FF BLOCK NAME

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	23.54	15.00	80.0000°	S77°48'18"E	27.77
C2	12.18	725.00	0.7374°	S80°03'12"W	12.18
C3	26.27	75.00	80.0000°	S80°03'12"W	35.38
C4	7.65	10.00	80.0000°	S77°48'18"E	7.65
C5	7.65	10.00	45.0000°	S82°56'37"E	7.65
C6	11.48	25.00	28.7438°	S53°00'00"E	11.38
C7	148.50	840.00	0.1844°	S47°46'42"W	148.54
C8	26.27	75.00	80.0000°	N82°56'37"E	35.38
C9	117.71	575.00	11.4348°	N43°04'00"W	117.81
C10	185.70	625.00	17.2628°	N48°27'48"W	184.80
C11	34.73	625.00	3.1120°	N47°20'32"W	34.72
C12	48.07	625.00	4.2428°	N45°34'48"W	48.08
C13	48.07	625.00	4.2428°	N45°34'48"W	48.08
C14	48.07	625.00	4.2428°	N45°34'48"W	48.08
C15	18.76	625.00	1.7070°	N48°15'41"W	18.75
C16	25.07	15.00	84.5547°	N10°40'17"E	22.25
C17	81.27	325.00	14.6744°	N50°21'18"E	80.87
C18	20.48	325.00	3.2222°	N53°33'42"E	20.12
C19	31.51	325.00	5.2222°	N48°26'00"E	31.48
C20	8.21	325.00	1.5727°	N41°17'29"E	8.21
C21	215.15	30.00	2.4632°	N82°56'37"E	83.81
C22	13.48	50.00	15.2705°	N44°53'42"E	13.44
C23	33.83	50.00	38.3215°	N37°45'14"E	33.00
C24	37.38	50.00	42.8191°	N32°28'24"E	36.33
C25	33.83	50.00	38.3215°	N25°23'47"E	33.00
C26	38.81	30.00	64.1434°	N44°36'42"E	37.68
C27	58.40	30.00	88.3405°	S09°27'44"E	58.13
C28	33.87	25.00	77.9107°	N14°51'42"E	31.42
C29	25.38	25.00	58.0739°	N60°00'00"E	24.28
C30	8.61	25.00	19.4730°	N43°58'00"E	8.54
C31	218.63	50.00	288.7148°	N82°56'37"E	81.83
C32	23.68	15.00	80.0000°	N47°10'17"E	21.30
C33	243.88	240.00	56.7178°	N01°24'27"E	233.59
C34	284.89	290.00	58.7178°	N01°24'27"E	282.17
C35	132.30	240.00	31.3397°	N15°12'00"E	130.64
C36	110.57	240.00	26.3816°	N13°34'17"E	110.57
C37	27.08	290.00	5.2044°	N48°17'42"E	27.05
C38	48.00	290.00	9.0537°	N41°08'00"E	45.87
C39	48.00	290.00	9.0537°	N41°08'00"E	45.87
C40	43.88	290.00	8.0038°	N42°54'15"E	43.83
C41	48.00	290.00	9.0537°	N41°08'00"E	45.87
C42	83.59	290.00	16.2032°	N48°26'00"E	83.30
C43	23.54	15.00	80.0000°	N72°12'42"E	21.21
C44	23.54	15.00	80.0000°	N72°12'42"E	21.21
C45	23.54	15.00	80.0000°	N72°12'42"E	21.21
C46	30.77	25.00	70.7144°	N42°25'00"E	28.87
C47	37.41	50.00	31.2442°	N47°41'17"E	37.07
C48	48.75	50.00	52.0048°	N37°25'27"E	47.73
C49	48.04	50.00	56.7132°	N16°46'48"E	47.10
C50	48.68	50.00	53.2915°	N40°11'35"E	45.80
C51	45.75	50.00	52.2532°	N48°26'00"E	44.17
C52	123.12	840.00	7.2017°	N48°58'24"E	123.04
C53	26.37	840.00	1.7827°	N41°21'38"E	26.37
C54	22.88	275.00	4.7878°	N48°10'24"E	22.88
C55	11.35	875.00	0.7374°	N40°23'10"E	11.35

LINE TABLE

LINE	BEARING	LENGTH
L1	S07°14'41"W	50.00
L2	N62°48'18"E	18.88
L3	S27°23'00"W	48.57
L4	S27°26'24"W	48.57
L5	S27°26'24"W	48.57
L6	S27°24'17"W	48.57
L7	S41°03'54"W	27.81
L8	S41°03'54"W	27.81
L9	S48°26'00"E	26.00
L10	S48°26'00"E	26.00
L11	S48°15'36"E	10.00
L12	S48°15'36"E	30.00
L13	S48°15'36"E	10.00
L14	S48°26'00"E	45.86
L15	S41°04'28"W	80.00
L16	N47°44'22"E	55.57
L17	N47°44'22"E	57.87
L18	N48°10'24"E	57.87
L19	N44°53'42"E	57.87
L20	N47°17'11"E	38.88
L21	N47°14'42"E	8.40
L22	S27°12'00"E	13.21
L23	N50°00'00"E	13.21
L24	N48°26'00"E	82.16
L25	N48°26'00"E	6.46
L26	N48°26'00"E	44.11
L27	N47°26'54"E	37.18
L28	N47°26'54"E	11.38
L29	N58°33'30"E	11.10
L30	N47°26'54"E	18.77
L31	N47°12'42"E	2.20
L32	N41°03'58"E	27.81

STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
GRASS HILLS ROAD	1.28'	50'
GRASS HILLS CODE	1.58'	50'
RAMBON LANE	5.76'	50'
LADY OF THE LAKE LANE	1.50'	50'

PROPERTY OWNER / SUBDIVIDER:
 NEW AVALON LTD.
 BLAKE J WAGGE, PRESIDENT
 1011 N LAMAR BLVD.
 AUSTIN, TEXAS 78703
 SLATE 300

DETAILED HOMES:
 15725 NORTH DALLAS PARKWAY
 SLATE 300
 ADDISON, TEXAS 75001

REVISIONS: DEC. 13, 2018, ADDRESSED CITY COMMENTS
 DATE: DECEMBER 11, 2013
 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817 F-8784

RJ SURVEYING & ASSOCIATES, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817

FINAL PLAT OF
AVALON PHASE 10

OWNER'S CERTIFICATION
THE STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS

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 OF HIS / HER ASSIONS.
4. THE PROPERTY OWNER OR HIS / HER ASSIONS 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 RHAMMANN LANE, GRALE HOLLERS LANE, LADY OF THE LAKE LANE AND GRALE HOLLERS COME. SIX FOOT (6') SIDEWALKS SHALL BE CONSTRUCTED ALONG THE SUBDIVISION SIDE OF JAMES HILL ROAD. SIDEWALK RAMP 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 DATED MAY 2008.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 8,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
9. WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
10. PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT 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 LOTS E, 201, 205 AND J3 BLOCK FF; AND LOT 401 BLOCK EE TO GRALE HOLLERS ROAD IS PROHIBITED.
14. DRIVEWAY ACCESS FROM LOT 206, BLOCK EE TO LADY OF THE LAKE LANE IS PROHIBITED.
15. THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 20080842205 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 20070122800 AND AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 20080707003 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS UPON FINAL PLAT RECORDATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
16. THE ASSESSOR COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE PAID IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008 AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 087-07-08-26.
17. STREETSIGNS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
18. THIS SUBDIVISION IS SUBJECT TO TREE PRESERVATION AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
19. THIS SUBDIVISION IS WITHIN THE KELLY LANE REGIA NO. 2 BUILDING PERMITS FOR LOTS 41-71, BLOCK EE AND LOTS 1 AND 18-33, BLOCK FF WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED AND THE TEMPORARY DRAINAGE EASEMENTS RECORDED IN DOCUMENT NO. OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HAS BEEN VACATED.

THAT KM AVALON, LTD, BLAKE J. MAJCE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 DESCRIBED AS 18.873 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118420 IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118420 AND 44.89 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118418, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT GEHAN HOMES, LTD, A TEXAS LIMITED PARTNERSHIP, BY GEHAN HOMES, INC., GENERAL PARTNER, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, DESCRIBED AS 18.873 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP, DATED SEPTEMBER 18, 2012 AND RECORDED UNDER DOCUMENT NO. 2013071089 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 217 OF THE TEXAS LOCAL GOVERNMENT CODE, 18.85 ACRES TO BE KNOWN AS AVALON PHASE 10 IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREOF, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 29th DAY OF October, 2013
[Signature]

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

WITNESS MY HAND, THIS 30th DAY OF October, 2013

GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP

BY: GEHAN HOMES, INC. A TEXAS CORPORATION, GENERAL PARTNER

[Signature]
NAME: JUSTIN E. LICHTEL
TITLE: DIV. PRES

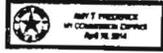
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE J. MAJCE, 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 29th DAY OF October, 2013

SEAL
[Signature]
NOTARY PUBLIC STATE OF TEXAS



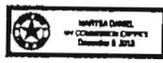
ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [Signature], 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 30th DAY OF October, 2013

SEAL
[Signature]
NOTARY PUBLIC STATE OF TEXAS



A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARDOUS AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48050D000, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

[Signature] AN 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 (UPON COMPLETION OF THE CLAIM), AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature] 10/16/13
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 82071
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT [Signature] 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 HEREOF.

[Signature] 10/17/2013
J. KENNETH WEGAND
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: [Signature]
CHAIRMAN

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

BY: [Signature]
EMILY BARRON, PLANNING DIRECTOR

ATTEST:

[Signature]
KAREN THOMPSON, CITY SECRETARY

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 COLLECTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND COLLECTS 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 BRINGING 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 OF 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 DEBEAUVOUR, 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, HAS 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 DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICITY, 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 DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

REVISED DEC.-13, 2013. ADDRESSED CITY COMMENTS
DATE: DECEMBER 16, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-8784

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

Table with 2 columns: LOT AREA (SQUARE FEET) and Lot IDs. Includes entries like EE-36 7,452, FF-1 7,768, EE-37 6,250, FF-18 6,250, etc.

S:\L\14101801-1850\14101801-1850-03-PLAT 10.dwg 8/17/2013 11:37:11 AM CMT

§ 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. and KM Avalon, 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 10" (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:

I. 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:	<u>KM Avalon, Ltd.</u> <u>1011 N. Lamar</u> <u>Austin, TX 78703</u>	Gehan Homes, Ltd. 3815 Capital of TX Hwy, Ste 275 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:

By:

Name:

Title:

Authorized Representative

Date:

~~_____~~
Blake J. Magee
President
2-19-13

ACKNOWLEDGEMENT

STATE OF TEXAS

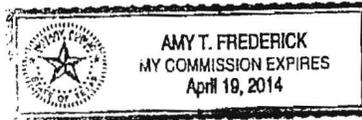
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of ^{19th} February 2013, by Blake Magee, in the capacity stated herein.

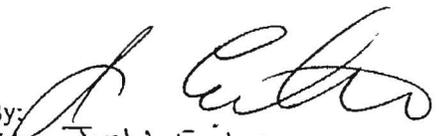
Signature of Notary

Amy T. Frederick

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



Date:

By: 
Name: Justin Eicher
Title: Division President
Authorized Representative
Date: 1-17-14

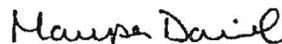
ACKNOWLEDGEMENT

STATE OF TEXAS

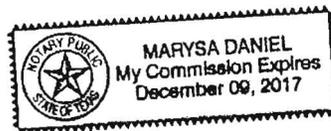
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, January 17, 2014, by
Justin Eicher, in the capacity stated herein.

Signature of Notary

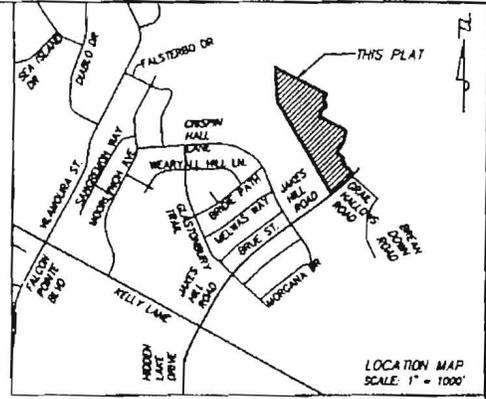


After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



"A"

PLAT OF
AVALON PHASE 10
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME
BUYERS

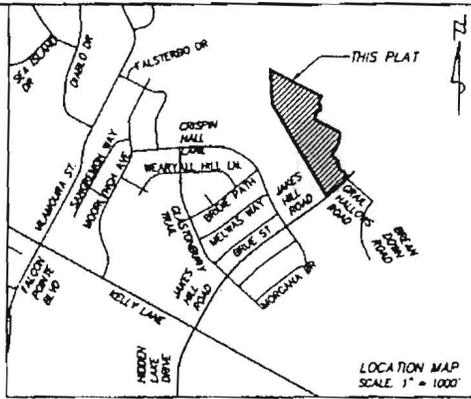
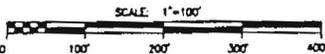
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF 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

REVISED DEC. 13, 2015. ADDRESSED CITY COMMENTS
DATE: DECEMBER 11, 2015

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753
(512) 838-4783 FAX: (512) 838-4817 P-8788

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LAKE, AUSTIN, TEXAS 78753
(512) 838-4783 FAX: (512) 838-4817

FINAL PLAT OF
AVALON PHASE 10
TRAVIS COUNTY, TEXAS



18 ANNUAL CHANCE FLOODPLAIN FLOWING BY FEMA CLOSURE CASE NO. 05-08-40348
10 2 1/2" IRON ROD WITH SURVEYING CAP
CONCRETE MONUMENT
4" SIDEWALK REQUIRED
BLOCK NAME

SUBDIVISION SUMMARY:

RESIDENTIAL:	54	8.63
NON-RESIDENTIAL:	0	0.00
PRIME OPEN SPACE:	0	0.00
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	54	8.63
PREVIOUS RESIDENTIAL PHASES:	363	74.87
TOTAL RESIDENTIAL:	437	84.50
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	1	1.52
TOTAL PARKLAND REQUIRED FOR COMPREHENSIVE DEV AGREEMENT:	0	0.00
TOTAL PARKLAND DEDICATION TO DATE:	0	0.00

FINISHED FLOOR ELEVATIONS

LOT NO.	BLOCK	ELEVATION
43	EE	843.02'
44	EE	847.80'
45	EE	848.30'
46	EE	848.04'
47	EE	847.79'
48	EE	847.53'
49	EE	847.25'
50	EE	846.87'
51	EE	846.30'
52	EE	845.80'
53	EE	845.47'
54	EE	845.17'
55	EE	844.87'
56	EE	844.74'
57	EE	844.74'
58	EE	845.02'
59	EE	845.30'
60	EE	845.35'
61	EE	845.15'
62	EE	845.35'
63	EE	845.35'
64	EE	845.35'
65	EE	845.35'
66	EE	845.15'
67	EE	844.80'
68	EE	844.85'
69	EE	844.85'
70	EE	844.18'
71	EE	844.15'

- LEGEND:**
- DE DRAINAGE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - BL BUILDING LINE
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH SURVEYING CAP
 - CONCRETE MONUMENT
 - 4" SIDEWALK REQUIRED
 - FF BLOCK NAME

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	21.54	15.00	80.0000°	37.748117'	37.71
C2	12.18	25.00	69.2749°	54.628131'	12.18
C3	28.27	25.00	80.0000°	50.766367'	28.26
C4	7.85	10.00	53.2920°	57.278102'	7.83
C5	7.85	10.00	53.2920°	57.278102'	7.83
C6	11.48	25.00	28.7810°	53.348007'	11.30
C7	148.50	840.00	87.8444°	547.361477'	148.34
C8	38.27	25.00	80.0000°	48.824356'	38.26
C9	117.71	975.00	111.4344°	443.047078'	117.51
C10	185.70	625.00	175.2478°	43.777467'	184.80
C11	34.73	625.00	171.00°	447.201377'	34.72
C12	48.07	625.00	47.4728°	443.374977'	48.08
C13	48.07	625.00	47.4728°	443.374977'	48.08
C14	48.07	625.00	47.4728°	443.374977'	48.08
C15	18.76	625.00	13.7070°	443.374977'	18.75
C16	28.07	15.00	89.2849°	410.024077'	28.25
C17	81.21	125.00	160.4444°	450.211087'	80.81
C18	30.48	125.00	92.2749°	450.211087'	30.47
C19	51.51	125.00	92.2749°	450.211087'	51.48
C20	8.21	125.00	137.7777°	441.712977'	8.21
C21	215.13	50.00	246.3230°	480.717177'	215.01
C22	13.48	50.00	152.7285°	444.551477'	13.44
C23	33.63	50.00	38.3875°	467.451477'	33.00
C24	37.36	50.00	47.8191°	443.281477'	38.53
C25	33.63	50.00	38.3875°	467.451477'	33.00
C26	38.81	50.00	47.8191°	443.281477'	37.88
C27	38.80	50.00	47.8191°	443.281477'	38.13
C28	33.87	25.00	77.5170°	414.511477'	33.43
C29	25.38	25.00	50.0000°	408.000000'	25.29
C30	8.81	25.00	175.2478°	443.374977'	8.56
C31	218.83	50.00	246.3230°	480.717177'	218.83
C32	21.68	15.00	80.2824°	420.110177'	21.30
C33	243.88	240.00	58.1718°	401.512777'	233.57
C34	294.88	290.00	58.1718°	401.512777'	282.17
C35	132.30	240.00	31.3307°	415.512777'	130.84
C36	117.57	240.00	28.3875°	417.512777'	110.37
C37	37.08	290.00	57.0444°	401.512777'	37.05
C38	48.07	290.00	105.3777°	421.081087'	48.87
C39	48.07	290.00	105.3777°	421.081087'	48.87
C40	43.89	290.00	105.3777°	421.081087'	43.83
C41	48.07	290.00	105.3777°	421.081087'	48.87
C42	83.58	290.00	16.3032°	418.581087'	83.30
C43	23.58	15.00	80.0000°	417.714277'	23.29
C44	23.58	15.00	80.0000°	417.714277'	23.29
C45	23.58	15.00	80.0000°	417.714277'	23.29
C46	30.77	25.00	70.2144°	401.512777'	30.87
C47	37.41	50.00	11.7442°	467.241877'	37.07
C48	48.75	50.00	57.0048°	417.222177'	47.73
C49	48.04	50.00	58.7132°	418.581087'	47.10
C50	48.68	50.00	57.2973°	418.581087'	48.00
C51	43.78	50.00	47.2432°	418.581087'	44.17
C52	123.12	840.00	1.2877°	448.581087'	123.04
C53	26.37	840.00	1.2877°	448.581087'	26.37
C54	22.89	275.00	1.2877°	448.581087'	22.88
C55	11.35	875.00	0.7149°	448.581087'	11.35

LINE TABLE

LINE	BEARING	LENGTH
L1	S77.1742°W	50.00'
L2	N67.4818°W	18.00'
L3	S27.2700°W	48.57'
L4	S27.2700°W	48.57'
L5	S27.2700°W	48.57'
L6	S27.2700°W	48.57'
L7	S27.2700°W	48.57'
L8	S27.2700°W	48.57'
L9	S27.2700°W	48.57'
L10	S27.2700°W	48.57'
L11	S27.2700°W	48.57'
L12	S27.2700°W	48.57'
L13	S27.2700°W	48.57'
L14	S27.2700°W	48.57'
L15	S27.2700°W	48.57'
L16	N27.8422°E	54.57'
L17	N47.5408°E	57.87'
L18	N48.0821°E	57.87'
L19	N47.5408°E	57.87'
L20	N47.5408°E	57.87'
L21	N47.5408°E	57.87'
L22	N47.5408°E	57.87'
L23	N47.5408°E	57.87'
L24	N47.5408°E	57.87'
L25	N47.5408°E	57.87'
L26	N47.5408°E	57.87'
L27	N47.5408°E	57.87'
L28	N47.5408°E	57.87'
L29	N47.5408°E	57.87'
L30	N47.5408°E	57.87'
L31	N47.5408°E	57.87'
L32	N47.5408°E	57.87'

STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
GRAL HOLLERS ROAD	1,287'	50'
GRAL HOLLERS CLOSURE	138'	50'
RAMBON LANE	578'	50'
LADY OF THE LAKE LANE	150'	50'

PROPERTY OWNER / SUBDIVISION:
 124 AVA LON LTD
 BLAKE A WAGNER, PRESIDENT
 1011 M LAMAR BLVD
 AUSTIN, TEXAS 78703

GUYAN HOMES
 15725 NORTH DALLAS PARKWAY
 SUITE 300
 ADDICKS, TEXAS 75001

REVISIONS: DEC 13, 2013 ADDRESSED CITY COMMENTS
 DATE: DECEMBER 11, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1712 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817 F-8784

RJ SURVEYING & ASSOCIATES, INC.
 1712 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 838-4793 FAX: (512) 838-4817

FINAL PLAT OF
AVALON PHASE 10

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 IRVING LANE, GRAY HOLLOW LANE, LADY OF THE LAKE LANE AND GRAY HOLLOW DRIVE. SIX FOOT (6') SIDEWALKS SHALL BE CONSTRUCTED ALONG THE SUBDIVISION SIDE OF JAMES HILL ROAD. SIDEWALK RAMP FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
6. SINGLE FAMILY SIDE YARD SETBACK SHALL BE 3 FEET AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
7. NO SINGLE FAMILY LOT SHALL BE LESS THAN 1000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
8. WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MAHVILLE WATER SUPPLY CORPORATION (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
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 LOTS E, 30, 25 AND 33 BLOCK FF; AND LOT 48 BLOCK EE TO GRAY HOLLOW ROAD IS PROHIBITED.
14. DRIVEWAY ACCESS FROM LOT 36, BLOCK EE TO LADY OF THE LAKE LANE IS PROHIBITED.
15. THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2008044283 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN CIRCULARS RECORDED IN DOCUMENT NO. 2007022260 AND AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2008047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS UPON FINAL PLAT RECORDATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
16. THE ASSESSOR COMMUNITY IMPACT FEE BASE FOR UNREGISTERED SERVICE SHALL BE PAID IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008 AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 081-07-08-26.
17. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
18. THIS SUBDIVISION IS SUBJECT TO TREE PRESERVATION AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
19. THIS SUBDIVISION IS WITHIN THE KELLY LANE WILCOX NO. 2 BUILDING PERMITS FOR LOTS 41-71, BLOCK EE AND LOTS 1 AND 18-33, BLOCK FF WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED AND THE TEMPORARY DRAINAGE EASEMENTS RECORDED IN DOCUMENT NO. OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS HAS BEEN VACATED.

OWNER'S CERTIFICATION

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

CITY OF TRAVIS

THAT KM AVALON, LTD, BLAKE J. MAZET, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277 DESCRIBED AS 198.83 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118416, 45.00 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118420 AND 44.89 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD, DATED JUNE 30, 2005 AND RECORDED UNDER DOCUMENT NO. 2005118418 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT GEHAN HOMES, LTD, A TEXAS LIMITED PARTNERSHIP, BY GEHAN HOMES, INC., GENERAL PARTNER, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT NO. 277 DESCRIBED AS 15.873 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP, DATED SEPTEMBER 18, 2012 AND RECORDED UNDER DOCUMENT NO. 2013070089 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBSCRIBE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 15.873 ACRES TO BE KNOWN AS AVALON PHASE 10 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 30th DAY OF October, 2013

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

WITNESS MY HAND, THIS 30th DAY OF October, 2013

GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP

BY: GEHAN HOMES, INC., A TEXAS CORPORATION, GENERAL PARTNER

JUSTIN E. FISHER
NAME JUSTIN E. FISHER
TITLE DIV. PRES

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE J. MAZET, 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 29th DAY OF October, 2013

NOTARY PUBLIC STATE OF TEXAS



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Justin E. Fisher, 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 30th DAY OF October, 2013

NOTARY PUBLIC STATE OF TEXAS



A 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. 480500000R, DATED SEPTEMBER 30, 2008, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AN 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 (UPON COMPLETION OF THE CLAIM), AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R.B. Jones
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER NO. 62871
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH BEGANO, 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 Begano
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3741
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: CHAIRMAN

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

BY: EMILY BARRON, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED ON PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC IMPROVEMENTS OF ANY 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 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 WITHIN 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 STREET 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 DEBEAUVOUR, 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 DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOUR, 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 0'CLOCK M AND DULY RECORDED ON THE DAY OF 20 A. D. AT 0'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 DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

REVISED DEC-13, 2013. ADDRESSED CITY COMMENTS
BOARD RESOLUTION PG-2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-8784

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

LOT AREA (SQUARE FEET)

- EE-36 7,452
EE-37 6,250
EE-38 6,250
EE-39 6,250
EE-40 6,250
EE-41 6,250
EE-42 6,250
EE-43 6,308
EE-44 11,879
EE-45 14,821
EE-46 11,328
EE-47 8,887
EE-48 6,250
EE-49 7,835
EE-50 7,370
EE-51 7,829
EE-52 7,440
EE-53 6,250
EE-54 6,250
EE-55 6,250
EE-56 6,250
EE-57 6,250
EE-58 6,250
EE-59 6,250
EE-60 6,250
EE-61 6,370
EE-62 6,589
EE-63 6,589
EE-64 6,589
EE-65 6,481
EE-66 6,250
EE-67 6,250
EE-68 7,300
EE-69 6,250
EE-70 6,250
EE-71 7,371

- FF-1 7,789
FF-17 6,250
FF-18 6,250
FF-19 6,250
FF-20 6,143
FF-21 10,850
FF-22 7,186
FF-23 6,743
FF-24 10,830
FF-25 17,358
FF-26 7,587
FF-27 8,332
FF-28 6,250
FF-29 15,530
FF-30 10,270
FF-31 7,882
FF-32 7,383
FF-33 6,884

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: Gehan Homes, LTD
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$119,678.84
SUBDIVISION: Avalon Phase 10
DATE OF POSTING: JANUARY 13, 2014
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:

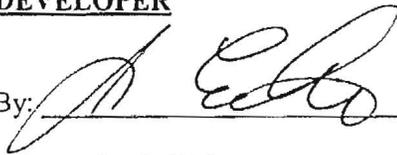
The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by 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

ADDRESS OF DEVELOPER

By: 

3815 S. Capital of Texas Hwy.

Name: Justin Eicher

Suite 275

Title: Austin Division President

Austin, TX 78704

Date: 1 / 13 / 2014

Phone: 512-330-9366

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS