



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin / Division Director Development Services
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:

- A) A plat for recording: Avalon Phase 8A Final Plat - 84 total Lots (Moorlynch Avenue - City of Pflugerville ETJ); and
- B) A Subdivision Construction Agreement between Travis County and KM Avalon, Ltd. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 84 total lots (80 single-family residential lots and 4 open space and drainage easement lots) on 34.1 acres. There are 3,681 linear feet of public streets proposed with this final plat, which access Moorlynch Avenue. Parkland fees in lieu of dedication have been satisfied with the City of Pflugerville through a development agreement. Water service to be provided by Manville Water Supply Corporation and the City of Pflugerville; wastewater service to be provided by the City of Pflugerville.

B) The applicant, KM Avalon, Ltd., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

The applicant is currently utilizing an Alternative Fiscal Agreement through Travis County to construct infrastructure improvements and has recently posted the remaining fiscal security. Now that the county has received an amount totalling full fiscal security (\$1,169,185.18) and the plat has been approved by the City of Pflugerville's Planning and Zoning Commission on October 6, 2014, TNR staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

| | | | |
|-------------------|-------------------|-----|----------------|
| Cynthia McDonald | Financial Manager | TNR | (512) 854-4239 |
| Steven M. Manilla | County Executive | TNR | (512) 854-9429 |
| | | | |
| | | | |

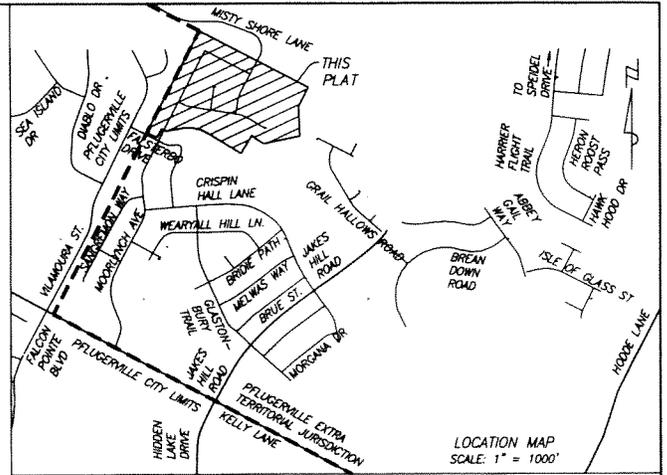
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| | | | |
| | | | |

SM:AB:mh

1101 - Development Services Long Range Planning- Avalon Ph 8A Final Plat

PLAT OF
AVALON PHASE 8A
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

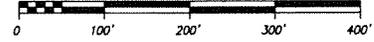
DATE: AUGUST 25, 2014

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

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

FINAL PLAT OF
AVALON PHASE 8A
 TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- MWE WASTEWATER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- BENCH MARK
- 4' SIDEWALK REQUIRED
- 10' TRAIL
- (K) BLOCK NAME
- - - - - 1% ANNUAL CHANCE FLOODPLAIN
- - - - - LIMITS 0.2% ANNUAL CHANCE FLOODPLAIN
- - - - - BASE FLOOD ELEVATION

BENCH MARKS
 BENCH MARK 1:
 SQUARE CUT ON THE BACK OF CURB
 ELEVATION = 669.32' NAVD
 BENCH MARK 2:
 TRIANGLE CUT ON THE BACK OF CURB
 ELEVATION = 654.10' NAVD

DETAIL
 SCALE: 1" = 50'



SUBDIVISION SUMMARY:

| | LOTS | ACRES |
|---|------|--------|
| RESIDENTIAL: | 80 | 17.02 |
| NON-RESIDENTIAL: | 0 | 0.00 |
| PRIVATE OPEN SPACE: | 0 | 0.00 |
| DETENTION: | 0 | 0.00 |
| RESIDENTIAL INCLUDED IN THIS PHASE: | 80 | 17.02 |
| PREVIOUS RESIDENTIAL PHASES: | 634 | 121.12 |
| TOTAL RESIDENTIAL: | 714 | 138.14 |
| PUBLIC PARKLAND INCLUDED IN THIS PHASE: | 3 | 12.17 |
| TOTAL PARKLAND REQUIRED: PER COMPREHENSIVE DEV. AGREEMENT | | |
| TOTAL PARKLAND DEDICATION TO DATE: | N/A | 62.43 |

TOTAL AREA OF PLAT: 34.10 ACRES
 80 SINGLE FAMILY LOTS
 4 OPEN SPACE & DE LOTS

PROPERTY OWNERS & SUBDIVIDERS:

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

CHESSMAN HOMES AUSTIN, LTD.
 450 GEARS ROAD, SUITE 400
 HOUSTON, TX 77067

BOARD OF TRUSTEES OF THE
 PFLUGERVILLE INDEPENDENT SCHOOL
 DISTRICT
 13.451 ACRES
 DOCUMENT No. 2008085044 OPRTC

PHILIP COLBY SURVEY
 1617, 455, 268, 227
 10110 PINE PLUM SURVEY
 11, 11, 455, 227
 APPROXIMATE
 SURVEY LINE

LOT 23, BLOCK N
 AVALON PHASE 7A
 DOC No. 200900151
 OPRTC

DATE: AUGUST 25, 2014

SCALE: 1" = 100'

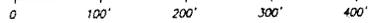
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 (512) 836-4793 FAX: (512) 836-4817

| No. | DATE | REVISION | BY |
|-----|------|----------|----|
| | | | |

FINAL PLAT OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

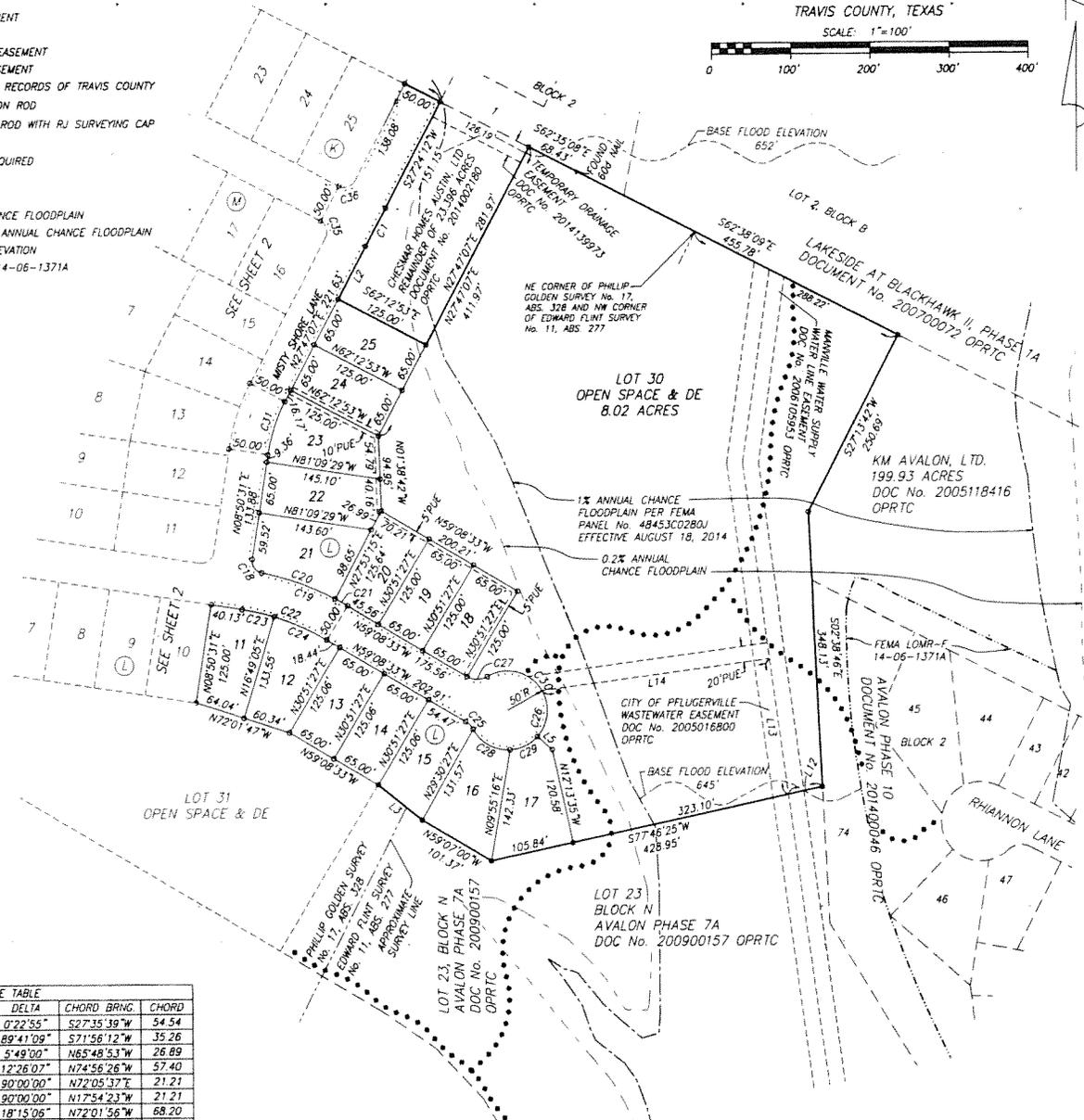


LEGEND:

- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- WWE WASTEWATER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- BENCH MARK
- 4' SIDEWALK REQUIRED
- 10' TRAIL
- (K) BLOCK NAME
- - - 1% ANNUAL CHANCE FLOODPLAIN
- - - LIMITS OF 0.2% ANNUAL CHANCE FLOODPLAIN
- - - BASE FLOOD ELEVATION
- - - FEMA LOUW-F 14-06-1371A

FINISHED FLOOR ELEVATIONS:

| LOT No. | BLOCK | ELEVATION |
|---------|-------|-----------|
| 1 | L | 668.84' |
| 2 | L | 668.97' |
| 3 | L | 665.90' |
| 4 | L | 664.60' |
| 5 | L | 663.30' |
| 6 | L | 662.00' |
| 7 | L | 660.70' |
| 8 | L | 659.40' |
| 9 | L | 658.10' |
| 10 | L | 657.15' |
| 11 | L | 656.37' |
| 12 | L | 655.33' |
| 13 | L | 653.94' |
| 14 | L | 653.03' |
| 15 | L | 652.11' |
| 16 | L | 651.08' |
| 17 | L | 650.32' |
| 18 | L | 652.65' |
| 19 | L | 653.56' |
| 20 | L | 654.44' |
| 21 | L | 655.64' |
| 22 | L | 656.52' |
| 23 | L | 656.15' |
| 24 | L | 655.67' |
| 25 | L | 655.34' |



BRIEF LEGAL DESCRIPTION:
34.10 ACRES OUT OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND PART OF THAT 23.396 ACRE TRACT OF LAND CONVEYED TO CHESMAR HOMES AUSTIN, LTD BY DEED RECORDED IN DOCUMENT No. 20140002180 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LOT AREA TABLE (SQUARE FEET)

| | | | | | |
|-----|--------|-----|--------|-----|--------|
| K1 | 8,870 | L1 | 10,175 | M1 | 11,531 |
| K2 | 9,068 | L2 | 9,328 | M2 | 9,423 |
| K3 | 9,102 | L3 | 8,125 | M3 | 8,852 |
| K4 | 9,103 | L4 | 8,125 | M4 | 11,483 |
| K5 | 9,103 | L5 | 8,125 | M5 | 16,760 |
| K6 | 9,104 | L6 | 8,125 | M6 | 12,409 |
| K7 | 9,104 | L7 | 8,125 | M7 | 14,096 |
| K8 | 9,104 | L8 | 8,125 | M8 | 10,963 |
| K9 | 9,105 | L9 | 8,125 | M9 | 8,125 |
| K10 | 9,105 | L10 | 8,125 | M10 | 9,327 |
| K11 | 9,106 | L11 | 9,464 | M11 | 9,327 |
| K12 | 9,106 | L12 | 9,925 | M12 | 8,125 |
| K13 | 9,107 | L13 | 8,129 | M13 | 9,592 |
| K14 | 9,107 | L14 | 8,129 | M14 | 9,250 |
| K15 | 9,560 | L15 | 8,934 | M15 | 8,125 |
| K16 | 15,261 | L16 | 9,981 | M16 | 10,075 |
| K17 | 8,199 | L17 | 10,468 | M17 | 8,500 |
| K18 | 8,102 | L18 | 8,125 | M18 | 8,500 |
| K19 | 8,150 | L19 | 8,125 | M19 | 8,500 |
| K20 | 8,177 | L20 | 8,333 | M20 | 8,500 |
| K21 | 8,204 | L21 | 10,432 | M21 | 8,594 |
| K22 | 8,232 | L22 | 9,650 | M22 | 9,989 |
| K23 | 8,259 | L23 | 10,146 | M23 | 8,125 |
| K24 | 8,286 | L24 | 8,125 | M24 | 8,125 |
| K25 | 9,622 | L25 | 8,125 | M25 | 8,125 |
| | | | | M26 | 8,125 |
| | | | | M27 | 8,348 |
| | | | | M28 | 8,965 |
| | | | | M29 | 9,755 |
| | | | | M30 | 13,926 |

STREET SUMMARY:

| STREET | LINEAR FEET | ROW WIDTH |
|--------------------|-------------|-----------|
| MOORHYNCH AVENUE | 1050 | 50' |
| BURCOTT WILL ROAD | 598 | 50' |
| CHAUCE WELLS DRIVE | 1078 | 50' |
| CHAUCE WELLS PLACE | 25.59 | 50' |
| MISTY SHORE LANE | 680 | 50' |
| TOTAL | 3681 | |

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | N28°47'41"E | 35.93 |
| L2 | S27°47'07"W | 75.46 |
| L3 | N51°01'50"W | 71.16 |
| L4 | N62°54'23"W | 60.00 |
| L5 | N48°19'06"W | 25.00 |
| L6 | N21°04'46"E | 65.36 |
| L7 | N62°54'23"W | 33.14 |
| L8 | N21°04'46"E | 8.89 |
| L9 | N21°04'46"E | 56.47 |
| L10 | N27°05'37"E | 65.00 |
| L11 | N62°54'23"W | 33.14 |
| L12 | N77°46'25"E | 43.82 |
| L13 | N07°37'31"W | 173.51 |
| L14 | N82°22'29"E | 290.64 |

DATE: AUGUST 25, 2014

SCALE: 1"=100'

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FINAL PHASE OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS

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

BY: _____
THOMAS ANKER, CHAIR

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

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

COMMISSIONERS COURT

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

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

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA 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 _____ 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 THE OFFICE OF THE COUNTY CLERK, THE _____
DAY OF _____ 20____ A. D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: NOVEMBER 28, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
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GENERAL NOTES:

- THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
- 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.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
- 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.
- FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
- NOTE DELETED
- NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
- WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
- THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 200804285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2007012260 AND THE AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2008047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. UPON FINAL PLAT RECORDECTION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 891-07-06-26
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- 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.
- ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS A 10 FOOT PUE SHALL BE DEDICATED ALONG STREET FRONTAGE.
- THIS SUBDIVISION IS SUBJECT TO THREE PRESCRIPTIONS AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
- THIS SUBDIVISION IS IN THE KELLY LANE W.C.L.D. No. 1.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- LOT 26 AND 27, BLOCK K AND LOTS 30 AND 31 BLOCK L ARE RESTRICTED TO HIGH-RESIDENTIAL USES AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR KELLY LANE W.C.L.D. No. 1.
- THE TRAIL WITHIN LOTS 30 AND 31, BLOCK L IS FOR PUBLIC USE AND ACCESS AND SHALL BE OWNED AND MAINTAINED BY THE KELLY LANE W.C.L.D. No. 1.
- SINGLE FAMILY SETBACKS SHALL BE AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE AS FOLLOWS:
FRONT: 25'
REAR: 20'
SIDE: 5'
STREET SIDE: 15'

OWNER'S CERTIFICATION

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

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 AND THE PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 199.93 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 CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 AND THE PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 23.306 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, DATED JANUARY 7, 2014 AND RECORDED UNDER DOCUMENT NO. 2014002180, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY SUBSCRIBE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 34.91 ACRES TO BE KNOWN AS AVALON PHASE 8 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 15th DAY OF July 2014

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

San Chandler

CHESMAR HOMES, AUSTIN, LTD.,
A TEXAS LIMITED PARTNERSHIP

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 15th DAY OF July 2014

SEAL
Kim R. Adams
NOTARY PUBLIC, STATE OF TEXAS



ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *San Chandler*, 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 20th DAY OF July 2014

SEAL
San Chandler
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. 48453C02804, EFFECTIVE DATE AUGUST 18, 2012, FOR TRAVIS COUNTY, TEXAS.

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

R.B. Jones 3/25/14
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
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 HERETO.

J. Kenneth Wegand Nov. 20, 2014
J. KENNETH WEGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



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§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between 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 8A" (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: KM Avalon, LTD.
1011 N. Lamar Blvd.
Austin TX 78703

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 Magee
Title: President
Authorized Representative
Date: 10/29/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, 29th October, 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



A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of the said 199.93 Acre Tract and in the North Line of Falsterbo Drive (a right of way 50 feet wide) as shown on the plat of Fairways of Blackhawk Phase IV, according to the plat thereof recorded in Document No. 200200058 of the Official Public Records of Travis County, Texas, at the Southeast Corner of Lot 32, Block F, of the said plat of Fairways of Blackhawk Phase IV

THENCE N.27°05'17"E. along the West Line of the said 199.93 Acre Tract and the East Line of said plat of Fairways of Blackhawk Phase IV a distance of 1307.28 feet to a nail in a fence post found at the Northeast Corner of Lot 18, Block F ;

THENCE N.28°47'41"E. along said West Line a distance of 35.93 feet to a 1/2" iron rod found at the Northwest Corner of the said 199.93 Acre Tract and the Southwest Corner of Lot 7, Block 1, Lakeside at Blackhawk Section 3, according to the plat thereof recorded in Document No. 201300006 of the Official Public Records of Travis County, Texas;

THENCE S.62°35'08"E. along the North Line of said 199.93 Acre Tract and the South Line of the said Plat of Lakeside at Blackhawk Section a distance of 982.43 feet to a nail found;

THENCE S.62°38'09"E. at (at approximately 67 feet pass the Southeast Corner of said plat of Lakeside at Blackhawk Section 3 and continue along the South Line of Lot 2, Block B, Lakeside at Blackhawk II, Phase 1A, according to the plat thereof recorded in Document No. 200700072 of the Official Public Records of Travis County, Texas) in all a distance of 455.78 feet to a 1/2" iron rod set;

THENCE across the said 199.93 Acre Tract the following two courses:

1. S.27°13'42"W. a distance of 250.69 feet to a 1/2" iron rod set;
2. S.02°38'46"E. a distance of 348.13 feet to a 1/2" iron rod found at the Northeast Corner of Lot 23, Block N, Avalon Phase 7A, according to the plat thereof recorded in Document No. 200900157 of the Official Public Records of Travis County, Texas;

THENCE along the North Line of said Lot 23 the following three courses:

1. S.77°46'25"W. a distance of 428.95 feet to a 1/2" iron rod found;
2. N.59°07'00"W. a distance of 101.37 feet to a 1/2" iron rod found;
3. N.51°01'50"W. a distance of 71.16 feet to a 1/2" iron rod found at the Northwest Corner of said Lot 23.

THENCE S.30°51'22"W. along the Northwesterly Line of said Lot 23 a distance of 243.93 feet to a 1/2" iron rod found at the West Corner of said Lot 23 and to a point in the Northerly Line of that 13.451 Acre Tract of Land conveyed to the Board of Trustees of the Pflugerville Independent School District by deed recorded in Document No. 2008085044 of the Official Public Records of Travis County, Texas;

THENCE along said Northerly Line the following two courses:

1. N.59°09'16"W. a distance of 459.93 feet to a 1/2" iron rod found;

34.91 Acres - Avalon Phase 8

2. N.64°46'51"W. a distance of 90.36 feet to a 1/2" iron rod found at the Northwest Corner of said 13.451 Acre Tract and the Northeast Corner of Lot 13, Block N, Avalon Phase 7B, according to the plat thereof recorded in Document No. 201300111 of the Official Public Records of Travis County, Texas ;

THENCE along the North Line of Lots 13, 14, 15 and 16, Block N, Avalon Phase 7B the following three courses:

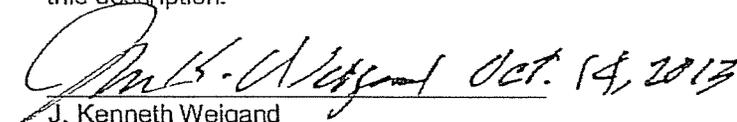
1. N.77°18'18"W. a distance of 93.02 feet to a 1/2" iron rod set;
2. N.89°30'07"W. a distance of 93.15 feet to a 1/2" iron rod set;
3. S.79°41'54"W. a distance of 220.22 feet to a 1/2" iron rod set at the Northwest Corner of said Lot 16 and the Northeast Corner of the right of way for Moorlynch Avenue as shown on the said plat of Avalon Phase 7B;

THENCE along the North and West Lines of said Moorlynch Avenue the following three courses:

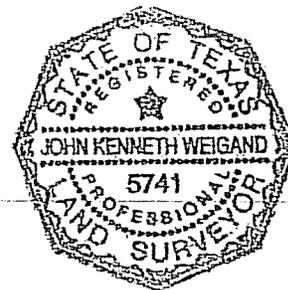
1. N.62°54'23"W. a distance of 60.00 feet to a 1/2" iron rod set;
2. S.27°05'37"W. a distance of 91.68 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Westerly, along the arc of said curve to the right a distance of 39.13 feet, said curve having a radius of 25.00 feet, a central angle of 89°41'09", and a chord bearing S.71°56'12"W., 35.26 feet to a 1/2" iron rod said in the said North Line of Falsterbo Drive;

THENCE N.63°13'14"W. along said North Line a distance of 110.14 feet to the said Point of Beginning.

Containing 34.91 acres, more or less as shown on the survey drawing prepared to accompany this description.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83