



Travis County Commissioners Court Agenda Request

Meeting Date: November 25, 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 5A Final Plat - 50 Total Lots - Crispin Hall Lane - City of Pflugerville ETJ); and
- B) Approve a Travis County Subdivision Construction Agreement with Century Land Holdings II, LLC in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 50 total lots (49 single-family residential lots and 1 open space/drainage easement lot) on 10.64 acres. There are 2,517 linear feet of public streets proposed with this final plat, which access Crispin Hall Lane. 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, Century Land Holdings II, LLC, wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

The applicant has completed all infrastructure improvements under an Alternative Fiscal Agreement and is ready to record the plat. The plat was approved by the City of Pflugerville's Planning and Zoning Commission on November 3, 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

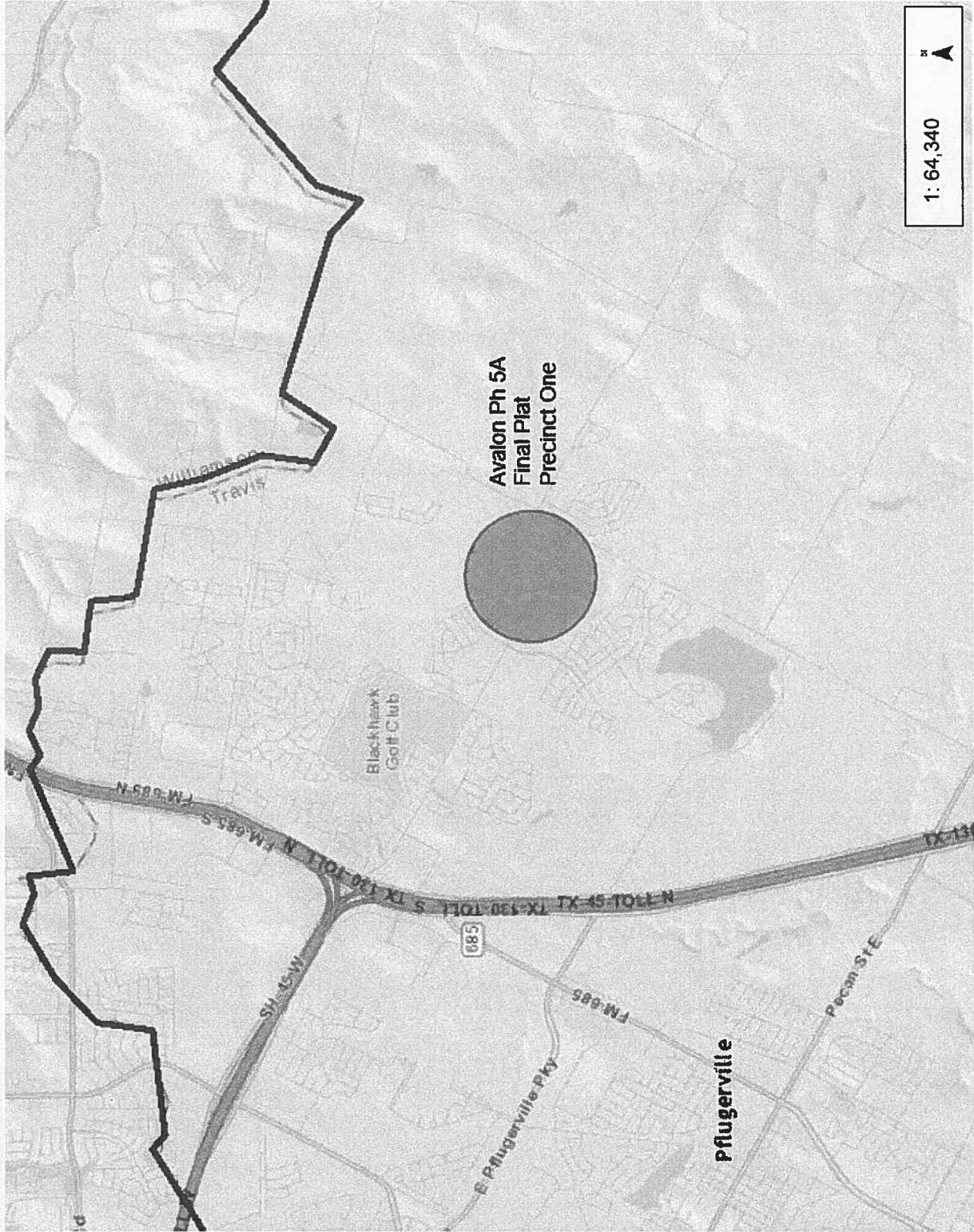
CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Avalon Ph 5A Final Plat

TRAVIS COUNTY

PRECINCT MAP



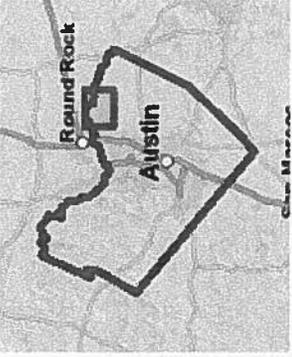
1: 64,340



2.0 1.02 0 2.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

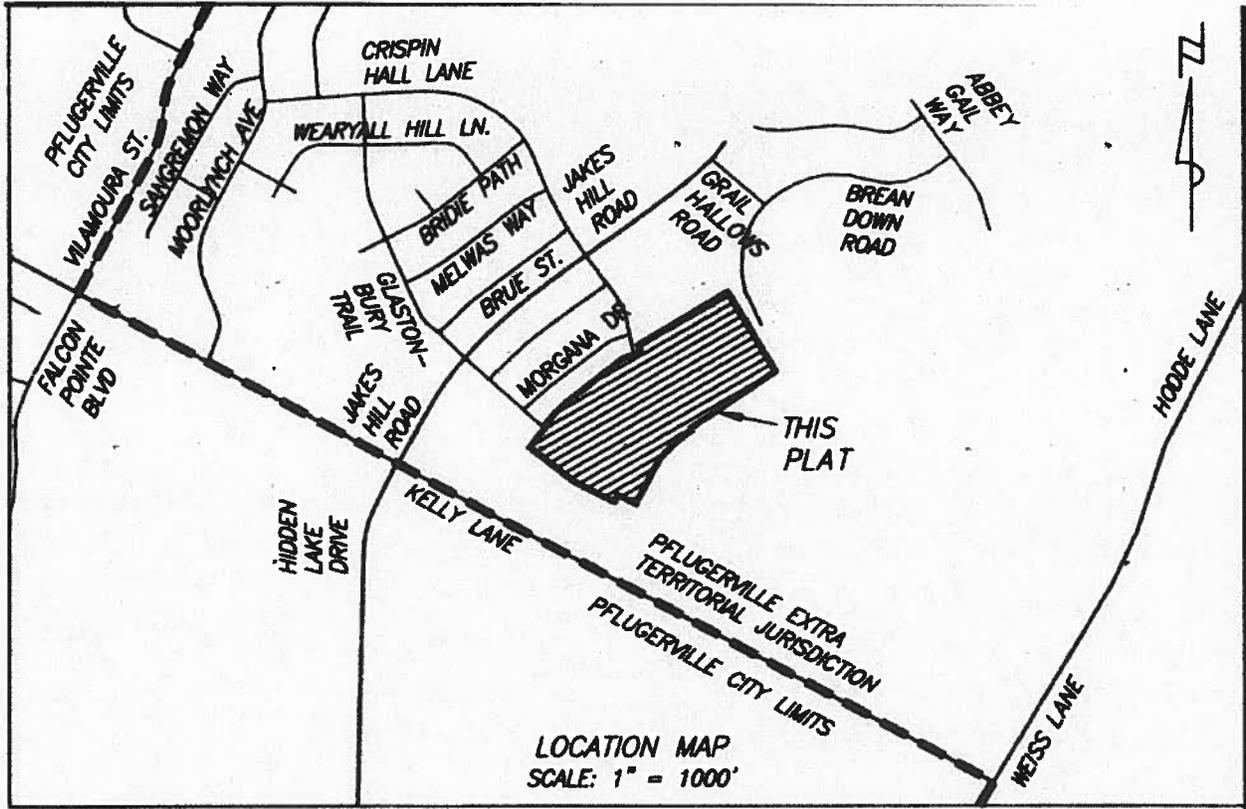
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



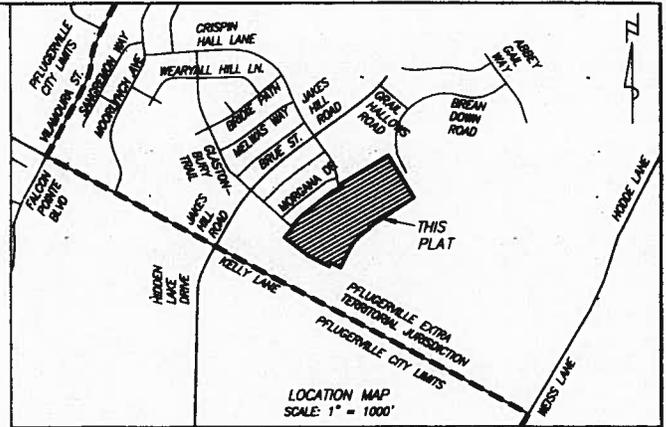
Legend

Notes

FINAL PLAT OF
AVALON PHASE 5A
TRAVIS COUNTY, TEXAS



FINAL PLAT OF
AVALON PHASE 5A
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: SEPTEMBER 12, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817

FINAL PLAT OF
AVALON PHASE 5A
 TRAVIS COUNTY, TEXAS

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.
- 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'
 BALCONIES, COVERED OPEN PATIOS, PORCHES, ACCESSORY BUILDINGS AND OTHER BUILDING EXTENSIONS MAY ENDOURCH UP TO 10 FEET IN THE REAR SETBACK.
- 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.
- PAVEMENT WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT 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. 2008064283 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. 1178-14-06-10.
- 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-PLATING 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 PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG STREET FRONTAGE.
- 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.
- THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- DELETED.
- LOT 88, BLOCK Z IS RESTRICTED TO NON-RESIDENTIAL USES AND WILL BE OWNED AND MAINTAINED BY THE ~~RESIDENTS OF LOT 88, BLOCK Z~~.
- THE TRAIL WITHIN LOT 88, BLOCK Z IS FOR PUBLIC USE AND ACCESS AND WILL BE OWNED AND MAINTAINED BY THE KELLY LANE W. C. I. D. No. 1.
- BUILDING PERMITS FOR LOTS 4-8, BLOCK Z WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED AND THE TEMPORARY DRAINAGE EASEMENT RECORDED IN DOCUMENT NO. 2014147871 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
 COUNTY OF TRAVIS

THAT CENTURY LAND HOLDINGS II, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, DESCRIBED AS 20.63 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO CENTURY LAND HOLDINGS II, LLC, DATED SEPTEMBER 28, 2013, AND RECORDED UNDER DOCUMENT NO. 2013177789 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 20.63 ACRES TO BE KNOWN AS AVALON PHASE 5A IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND PUBLIC EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24 DAY OF October, 2014

[Signature]
 CENTURY LAND HOLDINGS II, LLC

ACKNOWLEDGMENT:

STATE OF TEXAS
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wanda S. Melburn 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 24 DAY OF October, 2014

SEAL
[Signature]
 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. 48453002804, EFFECTIVE DATE AUGUST 18, 2014, FOR TRAVIS COUNTY, TEXAS AND FEMA FIRM PANEL NO. 48453002854, EFFECTIVE DATE SEPTEMBER 28, 2008, FOR TRAVIS COUNTY, TEXAS AND MODIFIED BY FEMA LETTER OF MAP CHANGE (LOMC) CASE NUMBER 13-06-1907P, EFFECTIVE DATE MARCH 13, 2014.

I, *[Signature]* 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.

[Signature] 10/22/2014
 CHRISTOPHER W. CAYWOOD
 LICENSED PROFESSIONAL ENGINEER No. 116707
 STATE OF TEXAS



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

THAT I, J. KENNETH WEIGAND, 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 OTHER EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

[Signature] 10/22, 2014
 J. KENNETH WEIGAND
 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: _____
 RODNEY BLACKBURN, 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 BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

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

THE STATE OF TEXAS
 COUNTY OF TRAVIS

I, DAMA DEBEAUNOR, 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.

DAMA DEBEAUNOR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS

DEPUTY

I, DAMA DEBEAUNOR, 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.

DAMA DEBEAUNOR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS

DEPUTY

DATE: SEPTEMBER 12, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 838-4783 FAX: (512) 838-4817 F-9784

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LOT AREA TABLE
 (SQUARE FEET)

W11	10,085	Y4	8,125
W12	9,233	Y5	8,125
W13	9,123	Y6	8,125
W14	8,981	Y7	8,150
W15	8,600	Y8	8,989
W16	8,586	Y9	10,712
W17	8,872	Y10	10,152
W18	8,678	Y11	9,385
W19	9,755	Z1	10,411
X1	12,430	Z2	8,637
X2	10,128	Z3	10,000
X3	9,849	Z4	8,750
X4	9,636	Z5	8,750
X5	8,359	Z6	8,750
X6	9,001	Z7	10,000
X7	8,125	Z8	8,125
X8	11,203		
X9	10,346	DD14	9,327
X10	10,159	DD15	8,478
X11	10,479	DD16	9,368
X12	12,353	DD17	8,183
X13	12,730	DD18	8,478
X14	8,790	DD19	8,478
X15	8,883	DD20	8,478
X16	8,454	DD21	8,478

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Century Leno Holdings, # LLC (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 Ph 5A" (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: _____

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

County Judge

SUBDIVIDER:

Century Land Holdings II, LLC

Date:

By: 
Name: Steve Hayes
Title: Div. President
Authorized Representative
Date: 1/28/14

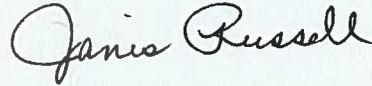
ACKNOWLEDGEMENT

STATE OF TEXAS

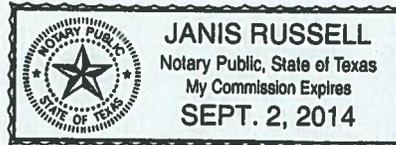
COUNTY OF TRAVIS Williamson

This instrument was acknowledged before me on the day of, January 28th, 2014, by Steve Hayes, 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



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

**AVALON, PHASE 5A
METES AND BOUNDS DESCRIPTION OF A
20.63 ACRE TRACT IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 20.63 acres of land out of the 45.00 acre tract as described in the deed from Jeff Rinderknecht, et al to KM Avalon, LTD. recorded under Document No. 2005118420, in the Official Public Records of Travis County, Texas, and out of the 55.99 acre tract described in the deed from George H. Freeborn Jr., et al to KM Avalon, LTD. recorded under Document No. 2005118413, in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No. 11, A-277 in Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System Central Zone.)

BEGINNING at a ½" iron rod found for the southeasterly corner of the Final Plat of Avalon Phase 2, according to the plat thereof recorded under Document No. 200600309, in the Official Public Records of Travis County, Texas, and common to the southwesterly corner of Lot 22 Block AA;

THENCE with the east line of said Avalon Phase 2, the following ten (10) courses and distances;

1. North 37°58'12" East – 175.00' to a ½" iron rod found for a point in the northwest right-of-way line of Glastonbury Trail (50' R.O.W.);
2. North 52°01'48" West – 9.29' with the northwest right-of-way line of said Glastonbury Trail to a ½" iron rod found for the southwest corner of Lot 1, Block W, of said Avalon Phase 2;
3. North 37°58'12" East – 82.30' to a ½" iron rod found for an angle corner of the herein described tract;
4. North 46°13'14" East – 88.52' to a ½" iron rod found for an angle corner of the herein described tract;
5. North 51°28'00" East – 448.46' to a ½" iron rod found for an angle corner of the herein described tract;
6. North 68°40'41" East – 63.08' to a ½" iron rod found for an angle corner of the herein described tract, in the south right-of-way line of Crispin Hall Lane (60' R.O.W.), common to the southeast corner of Lot 10, Block W of said Avalon Phase 2;

7. North $71^{\circ}26'54''$ East – 56.31' to a $\frac{1}{2}$ " iron rod found for the Point of Curvature of a curve to the right, common to a point in the north right-of-way line of said Crispin Hall Lane, having a central angle of $05^{\circ}07'48''$, a radius of 300.00', and from which point the radius bears North $71^{\circ}26'55''$ East;
8. Along said curve to the right in a northerly direction, an arc distance of 26.86', to a $\frac{1}{2}$ " iron rod found for the end of curve;
9. North $13^{\circ}25'17''$ West – 20.07' with the north right-of-way line of said Crispin Hall Lane to a $\frac{1}{2}$ " iron rod found for an angle corner of the herein described tract, common to the southwest corner of Lot 92, Block Z;
10. North $59^{\circ}00'24''$ East – 642.79' to a $\frac{1}{2}$ " iron rod found for an angle corner of the herein described tract, common to the easterly corner of the said Final Plat of Avalon Phase 2;

THENCE leaving said east line and crossing the said 59.99 and said 45.00 acre tract, the following twelve (12) courses and distances;

1. South $30^{\circ}59'36''$ East – 577.96' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
2. South $56^{\circ}08'34''$ West – 639.00' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
3. South $33^{\circ}51'26''$ East – 15.20' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
4. South $56^{\circ}08'34''$ West – 50.00' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
5. South $48^{\circ}48'14''$ West – 105.46' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
6. South $43^{\circ}07'24''$ West – 96.89' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
7. South $29^{\circ}55'52''$ West – 96.59' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
8. South $26^{\circ}55'23''$ West – 229.20' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;
9. North $63^{\circ}04'37''$ West – 125.00' to a $\frac{1}{2}$ " iron rod set for an angle corner of the herein described tract;

10. South 26°55'23" West – 48.31' to a ½" iron rod set for an angle corner of the herein described tract;
11. North 63°04'37" West – 269.16' to a ½" iron rod set for an angle corner of the herein described tract;
12. North 52°01'48" West – 354.99' to the **POINT OF BEGINNING** of the herein described tract and containing 20.63 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1655-001-01-A550

Preliminary, this document shall
not be recorded for any purpose

Neil Hines, R.P.L.S. Date
Texas Registration No. 5642
Pate Surveyors
A Division of Pate Engineers, Inc.
7801 North Capital of Texas Highway
Suite 350
Austin, Texas 78731
512-340-0600

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH THE
SUBDIVISION PLAT FOR AVALON, PHASE 5A.