



Travis County Commissioners Court Agenda Request

Meeting Date: December 16, 2014

Prepared By: Sarah Sumner **Phone #:** (512) 854-7687

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 in Precinct One:

- A) Approval of the Prado Ranch Preliminary Plan (Preliminary Plan - 364 single-family lots on 73.84 acres - S FM 973 - City of Austin 2-Mile ETJ); and
- B) Approval of the Phasing Agreement for Prado Ranch.

BACKGROUND/SUMMARY OF REQUEST:

- A) The Prado Ranch Preliminary Plan consists of 364 single-family lots, 3 parkland, 23 landscape, 14 joint use access easement lots, and 15,636 linear feet of proposed public roadway on 73.84 acres. Water and wastewater will be provided by the City of Austin. Parkland fees and fiscal are not required with a Preliminary Plan; and
- B) The applicant, AHV-RS Hornsby Glen, LLC. has entered into a Phasing Agreement with Travis County to address turn lanes on FM 973 (a TxDOT roadway) that will be completed with an Advance Funding Agreement and an Indemnification Agreement with the first final plat.

STAFF RECOMMENDATIONS:

This application meets City of Austin and Travis County standards and was approved by the City of Austin Zoning and Platting Commission on December 2, 2014. TNR staff recommends approval of these requests.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquires about this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

Preliminary Plan, Location Map, Phasing Agreement, & Precinct Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561

CC:

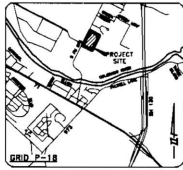
Sarah Sumner	Planner	TNR	(512) 854-7561

SS:AB:ss

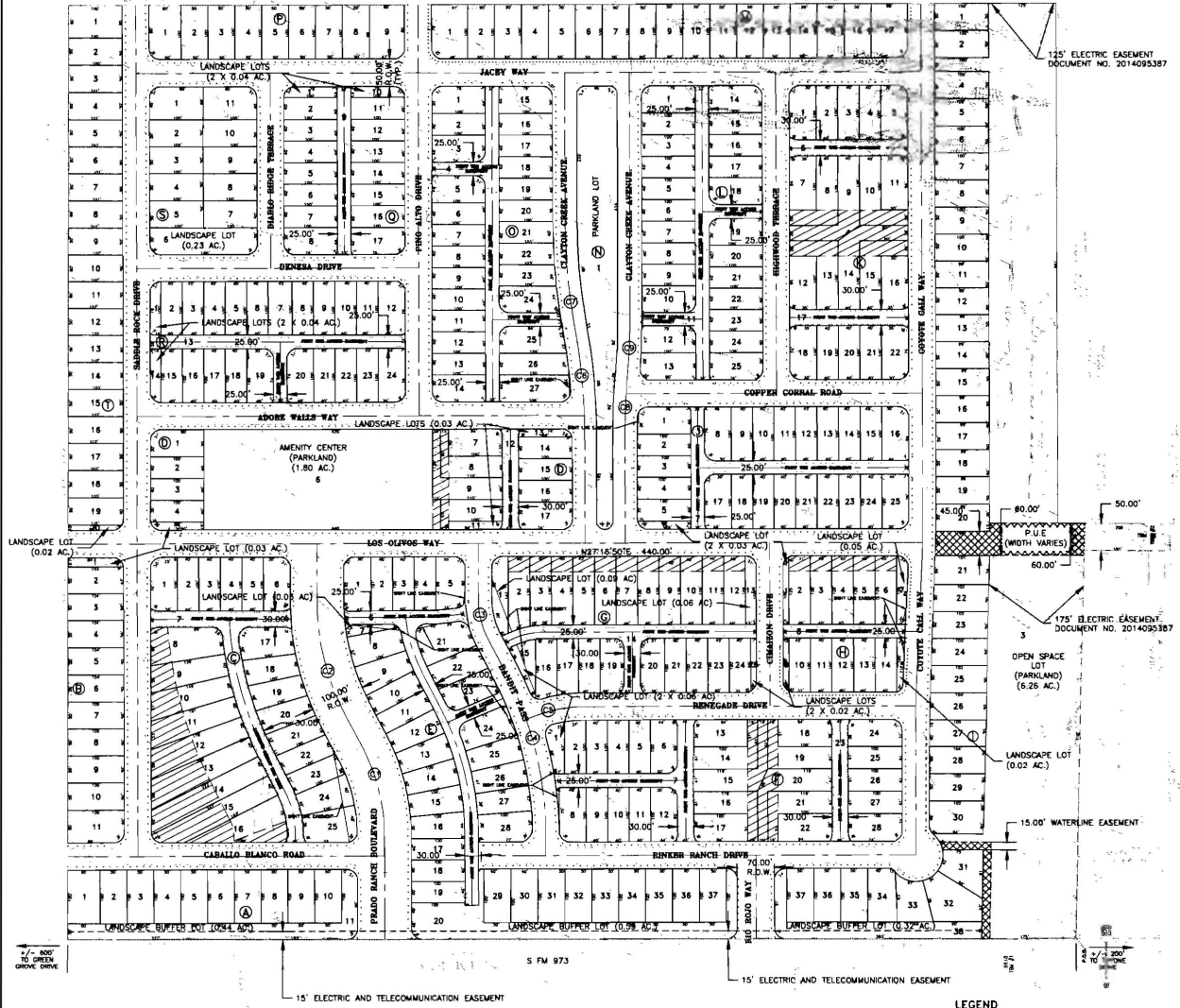
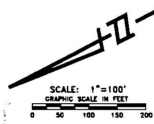
1101 - Development Services Long Range Planning- Prado Ranch Preliminary Plan

PRELIMINARY PLAN PRADO RANCH SUBDIVISION

73.84 ACRE TRACT IN THE REUBEN HORNSBY SURVEY NO. 17
NOVEMBER 3, 2014



LOCATION MAP
N.T.S.



DEED OWNER INFORMATION
AW-RS HORNSBY GLEN, LLC
11612 FM 2244, BLDG. 1, SUITE 140
AUSTIN, TEXAS 78738
(512) 402-1790

OWNER INFORMATION
AW-RS HORNSBY GLEN, LLC
11612 FM 2244, BLDG. 1, SUITE 140
AUSTIN, TEXAS 78738
(512) 402-1790

DEVELOPER INFORMATION
AW-RS HORNSBY GLEN, LLC
11612 FM 2244, BLDG. 1, SUITE 140
AUSTIN, TEXAS 78738
(512) 402-1790

LAND USE SUMMARY

OVERALL AREA	73.84 ACRES
RESIDENTIAL AREA	40.49 ACRES
SP. LOTS	384
PARKLAND	3
LANDSCAPE LOTS	23
JOINT USE ACCESS EASEMENT	14
TOTAL LOTS	405

SURVEYOR INFORMATION
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3300 McALL LANE
AUSTIN, TEXAS 78744
(512) 452-0371 FAX(512)454-9933

ENGINEER
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HWY, STE. 140
AUSTIN, TEXAS 78759
(512) 452-0371 FAX(512)454-9933
TBP# FIRM #2946

- NOTES:**
- REFER TO SHEET 2 OF 2 FOR SURVEY AND BENCHMARK INFORMATION.
 - A TEN FOOT ELECTRIC AND TELECOMM. EASEMENT SHALL BE GRANTED ALONG ALL ROAD RIGHTS OF WAY.
 - ALL TURNING RADI ON PUBLIC ROADS TO HAVE A MINIMUM OF AT LEAST 25 FT.

STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH	LENGTH (LF)	PAVEMENT WIDTH (F-F)	SIDEWALK LOCATION
PRADO RANCH BLVD. (LOCAL)	100'	755'	25', 25' C&G	EACH SIDE
CABALLO BLANCO ROAD	50'	595'	30' C&G	EACH SIDE
COYOOTE CALL WAY	50'	1,573'	30' C&G	EACH SIDE
LOS OLIVOS WAY	50'	1,588'	30' C&G	EACH SIDE
DENESA DRIVE	50'	525'	30' C&G	EACH SIDE
JACEY WAY	50'	1,460'	30' C&G	EACH SIDE
DIABLO RIDGE TERRACE	50'	360'	30' C&G	EACH SIDE
PINO ALTO DRIVE	50'	873'	30' C&G	EACH SIDE
COPPER CORRAL ROAD	50'	550'	30' C&G	EACH SIDE
HIGHWOOD TERRACE	50'	595'	30' C&G	EACH SIDE
SADDLE ROCK DRIVE	50'	1,572'	30' C&G	EACH SIDE
RINKER RANCH DRIVE	50'	837'	30' C&G	EACH SIDE
RIO ROJO WAY	70'	156'	25', 25' C&G	EACH SIDE
RENEGADE DRIVE	50'	727'	30' C&G	EACH SIDE
CHAZON DRIVE	50'	302'	30' C&G	EACH SIDE
BANDIT PASS	50'	600'	30' C&G	EACH SIDE
ABODE WALLS WAY	50'	832'	30' C&G	EACH SIDE
CLAYTON CREEK AVENUE	VARIES	1,742'	25', 25' C&G	EACH SIDE

TOTAL LINEAR FEET 15,636'

CENTERLINE CURVE TABLE

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	27° 24' 20"	85.34	350.00	167.41	165.82	S76° 25' 16.56"E
C2	27° 24' 20"	109.72	450.00	215.24	213.20	S76° 25' 16.56"E
C3	27° 24' 20"	38.57	150.00	71.75	71.07	N76° 25' 16.56"W
C4	27° 24' 20"	158.49	650.00	310.91	307.95	N76° 25' 16.56"W
C5	19° 18' 23"	42.52	250.00	84.24	83.84	S17° 37' 42.15"W
C6	9° 24' 11"	88.21	1072.50	176.01	175.82	S67° 25' 12.16"E
C7	9° 24' 11"	92.73	1127.50	185.04	184.83	S67° 25' 12.16"E
C8	4° 47' 28"	44.87	1072.50	89.68	89.66	S60° 19' 22.48"E
C9	4° 47' 28"	47.17	1127.50	94.28	94.25	S60° 19' 22.48"E

LEGEND

- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- SUBDIVISION BOUNDARY
- PROPOSED STREET CENTERLINE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED 4' SIDEWALK
- BLOCK DESIGNATION
- LOT DESIGNATION
- PROPOSED LANDSCAPE EASEMENT
- PROPOSED P.U.E. AND WATERLINE EASEMENT

PRELIMINARY PLAN APPROVAL SHEET ___ of ___
FILE NUMBER _____ APPLICATION DATE _____
APPROVED BY (ADM) (PC) (ZAP) ON _____ UNDER SECTION _____
OF CHAPTER _____ OF THE CITY OF AUSTIN CODE. EXPIRATION
DATE _____ CASE MANAGER _____
(IF REV) ORIGINAL APPLICATION DATE _____ DWP2 DDZ _____
TYPE OF REVISION: MAJOR ___ MINOR ___ SB1704 YES ___ NO ___

Director, Planning and Development Review _____
PRELIMINARY PLAN EXTENDED (under Chapter 30) ON _____
UNTIL _____ CASE MANAGER _____
Final Plans must be recorded by the E-processor date unless extended under Chapter 30
COMMENTS: _____



**PRELIMINARY PLAN
PRADO RANCH SUBDIVISION
SHEET 1 OF 2**

PROJECT NO. 1613-10710.13 DESIGNED BY: JAGC
DATE: NOVEMBER, 2014 DRAWN BY: JAGC
SCALE: 1" = 100' REVIEWED BY: DWP

8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512) 452-0371
FAX(512) 454-9933
TBP# FIRM #2946

GRAY ENGINEERING

FILED IN PROJECT 1613 Am. History Section 10/10/14 Reuben Survey No. 17 (AW-RS) PRELIMINARY PLAN

PRELIMINARY PLAN PRADO RANCH SUBDIVISION

73.84 ACRE TRACT IN THE REUBEN HORNSBY SURVEY NO. 17
TRAVIS COUNTY, TEXAS
NOVEMBER 3, 2014

GENERAL NOTES

1. THIS SUBDIVISION IS LOCATED IN THE CITY OF AUSTIN'S 2-MILE ETJ IN TRAVIS COUNTY, TEXAS; AND IS SUBJECT TO TITLE 30 OF THE LAND DEVELOPMENT CODE OF THE CITY OF AUSTIN.
2. THIS PRELIMINARY PLAN IS SUBJECT TO THE SMALL LOT SUBDIVISION (LDC SEC. 30-2-232).
3. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
4. WATER AND WASTEWATER SERVICE TO THIS TRACT WILL BE PROVIDED BY THE CITY OF AUSTIN.
5. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
6. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG PRADO RANCH BOULEVARD, CABALLO BLANCO ROAD, COYOTE CALL WAY, LOS OLIVOS WAY, DENESA DRIVE, JACEY WAY, DIABLO RIDGE TERRACE, PINO ALTO DRIVE, COPPER CORRAL ROAD, HIGHWOOD TERRACE, SADDLE ROCK DRIVE, RINKER RANCH DRIVE, RIO ROJO WAY, RENEGADE DRIVE, CIMAZON DRIVE, BANDIT PASS, ADOBE WALLS WAY AND CLAYTON CREEK AVENUE IN THIS SUBDIVISION AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
7. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
8. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
9. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN/TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
10. A DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS MUST BE RECORDED IN THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, TO PROVIDE FOR THE MAINTENANCE OF ALL PRIVATE PARKLAND, GREENBELT AREAS, CONSERVATION EASEMENTS AND JOINT USE ACCESS EASEMENTS. THE DECLARATION OF COVENANTS SHALL BE REFERENCED BY DOCUMENT NUMBER ON EVERY FINAL PLAT IN THIS SUBDIVISION.
11. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
12. NEW STREETS, ROADS, BRIDGES AND DRAINAGE FACILITIES SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF TRAVIS COUNTY FOR ACCEPTANCE AND MAINTENANCE, AND ALL ROADS SHALL BE DEDICATED TO THE PUBLIC.
13. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.
14. LOT 1, BLOCK N, AND LOT 3, BLOCK I AND LOT 6, BLOCK D ARE RESERVED AS PARKLAND LOTS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THIS LOT. LOT SHALL BE DEDICATED TO AND MAINTAINED BY THE OWNER'S ASSOCIATION.
15. LOT 11, BLOCK A; LOT 1, BLOCK B; LOTS 5, 6, & 12, BLOCK D; LOT 7 & 20, BLOCK E; LOT 1, BLOCK F; LOTS 11, 13, 15 & 25, BLOCK G; LOT 1, 7, 9, & 15, BLOCK H; LOT 38, BLOCK I; LOT 6, BLOCK J; LOT 1 & 10, BLOCK K; LOTS 1 & 14, BLOCK N; LOT 6 & BLOCK S; LOT 20, BLOCK T; ARE RESERVED AS GREENBELT/GARDEN LOTS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE OWNER'S ASSOCIATION.
16. LOT 7, BLOCK C; LOT 12, BLOCK D; LOT 6, BLOCK E; LOTS 7, & 23, BLOCK F; LOT 14, BLOCK G; LOT 8, BLOCK H; LOT 7, BLOCK J; LOTS 8 & 17, BLOCK K; LOT 11, BLOCK L; LOT 4, BLOCK D; LOT 9, BLOCK Q AND LOT 13, BLOCK R ARE DEDICATED AS JOINT ACCESS EASEMENT LOTS. LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE OWNER'S ASSOCIATION.
17. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
18. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS.
19. ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS, AND WATER AND WASTEWATER LINES ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN AND TRAVIS COUNTY STANDARDS.
20. ACCESS TO S FM 973 FROM ALL SINGLE FAMILY LOTS WITHIN THIS SUBDIVISION SHALL BE PROVIDED BY PRADO RANCH BOULEVARD AND STREET RID ROAD ONLY. DIRECT ACCESS TO S FM 973 FROM ANY SINGLE FAMILY LOT WITHIN THIS SUBDIVISION IS PROHIBITED.
21. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
22. THE ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS.
23. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN CODE REQUIREMENTS.
24. NO LOT SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.
25. WATER QUALITY AND STORM WATER DETENTION FOR THIS ENTIRE SUBDIVISION IS PROVIDED BY DRAINAGE CHANNELS AND WATER QUALITY AND DETENTION POND CONSTRUCTED ON LOT 77, BLOCK I; AND 6.659 ACRE TRACT OF LAND IN DEED RECORDED IN DOC. # 201111786 TCRP. THESE IMPROVEMENTS WERE CONSTRUCTED UNDER DEVELOPMENT PERMIT CBJ-04-0042.1B. THESE FACILITIES ARE MAINTAINED BY THE CITY OF AUSTIN.
26. A TEN FOOT ELECTRIC AND TELECOM. EASEMENT SHALL BE GRANTED ALONG ALL ROAD RIGHTS OF WAY.
27. PARKLAND FEES WILL BE SATISFIED PRIOR TO FINAL PLAT APPROVAL.
28. ALL JOINT USE ACCESS EASEMENTS ARE NOT TO SERVE MORE THAN EIGHT RESIDENCES PER ENTRANCE.
29. ALL SINGLE FAMILY UNITS ARE NOT ALLOWED DIRECT ACCESS TO THE COLLECTOR STREET.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #4845300-13DE, TRAVIS COUNTY, TEXAS DATED SEPTEMBER OF 1998.

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. I AM RESPONSIBLE FOR THE PREPARATION OF THE ENGINEERING PORTIONS OF THE PLAN OR PLAT SUBMITTED HEREWIT. ALL ENGINEERING INFORMATION SHOWN ON THE PLAN OR PLAT IS ACCURATE AND CORRECT; AND WITH REGARD TO THE ENGINEERING PORTIONS THEREOF, THE PLAN OR PLAT COMPLES WITH TITLE 30 OF THE AUSTIN CITY CODE, AS AMENDED, AND ALL OTHER APPLICABLE CITY AND TRAVIS COUNTY CODES, ORDINANCES AND RULES.

WITNESS MY HAND THIS _____ DAY OF _____, 20____, A.D.



GRAY ENGINEERING, INC.
8634 N. CAPITAL OF TEXAS HWY, SUITE 140
AUSTIN, TEXAS 78759

DAVID WAYNE PECK
LICENSED PROFESSIONAL ENGINEER NO. 114689

DATE _____

THE TREE AND TOPOGRAPHY SURVEY WAS PERFORMED IN NOVEMBER 20, 2013

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83).
CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL
GEODETIC SURVEY (NBS) ON-LINE POSITIONING USER SERVICE (OPUS)
FOR CHAPARRAL CONTROL POINT 75118.

1/2" REBAR WITH "RANDOM" CAP SET

SURFACE COORDINATES:
N 10053897.48
E 3148435.12

TEXAS STATE PLANE COORDINATES:
N 10052982.18
E 3148102.31

ELEVATION = 432.05'
VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.99980001
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000100
(FOR GRID TO SURFACE CONVERSION)
SCALED ABOUT 0.0

BENCHMARK INFORMATION:

TBM #1: SAME AS RD18, 1/2" REBAR WITH "RANDOM" CAP, +/- .332'
NORTH OF THE INTERSECTION OF THYONE DRIVE AND I.A. 2' EAST OF THE
AND +/- 20' EAST OF THE CENTERLINE OF F.M. 973.

ELEVATION = 432.05'
VERTICAL DATUM: NAVD 88 (GEOID 99)

TBM #2: CHAPARRAL TRAVERSE POINT #60, MAG NAIL WITH WASHER SET AT THE
TERMINATION OF THYONE DRIVE, +/- .29' NORTHWEST OF THE STORMSEWER
MANHOLE AT THE TERMINATION OF THYONE DRIVE AND I.A. 2' EAST OF THE
LIGHT POLE ON THE NORTH SIDE OF THYONE DRIVE TERMINATION.

ELEVATION = 428.56'
VERTICAL DATUM: NAVD 88 (GEOID 99)

TBM #3: CHAPARRAL TRAVERSE POINT #51, 1/2" REBAR WITH "RANDOM" CAP SET
+/- .342' WEST OF THE NORTHEAST CORNER OF THE SUBJECT TRACT AND
+/- .37' SOUTH OF THE NORTH LINE OF THE SUBJECT TRACT.

ELEVATION = 432.27'
VERTICAL DATUM: NAVD 88 (GEOID 99)

PRELIMINARY PLAN APPROVAL	SHEET ___ of ___
FILE NUMBER _____	APPLICATION DATE _____
APPROVED BY (ADM) (PC) (ZAP) ON _____	UNDER SECTION _____
DATE _____	CASE MANAGER _____
(IF REV) ORIGINAL APPLICATION DATE _____	DWP2 ___ DDZ ___
TYPE OF REVISION MAJOR ___ MINOR ___	SB1704 YES ___ NO ___
Director: Planning and Development Review	
PRELIMINARY PLAN EXTENDED (under Chapter 30) ON _____	
UNTIL _____ CASE MANAGER _____	
Final Plans must be recorded by the Expiration date unless extended under Chapter 30	
COMMENTS _____	

**PRELIMINARY PLAN
PRADO RANCH SUBDIVISION
SHEET 2 OF 2**

PROJECT NO.	1613-10710.13	DESIGNED BY:	JAGC
DATE:	NOVEMBER, 2014	DRAWN BY:	JAGC
SCALE:	1" = 100'	REVIEWED BY:	DWP

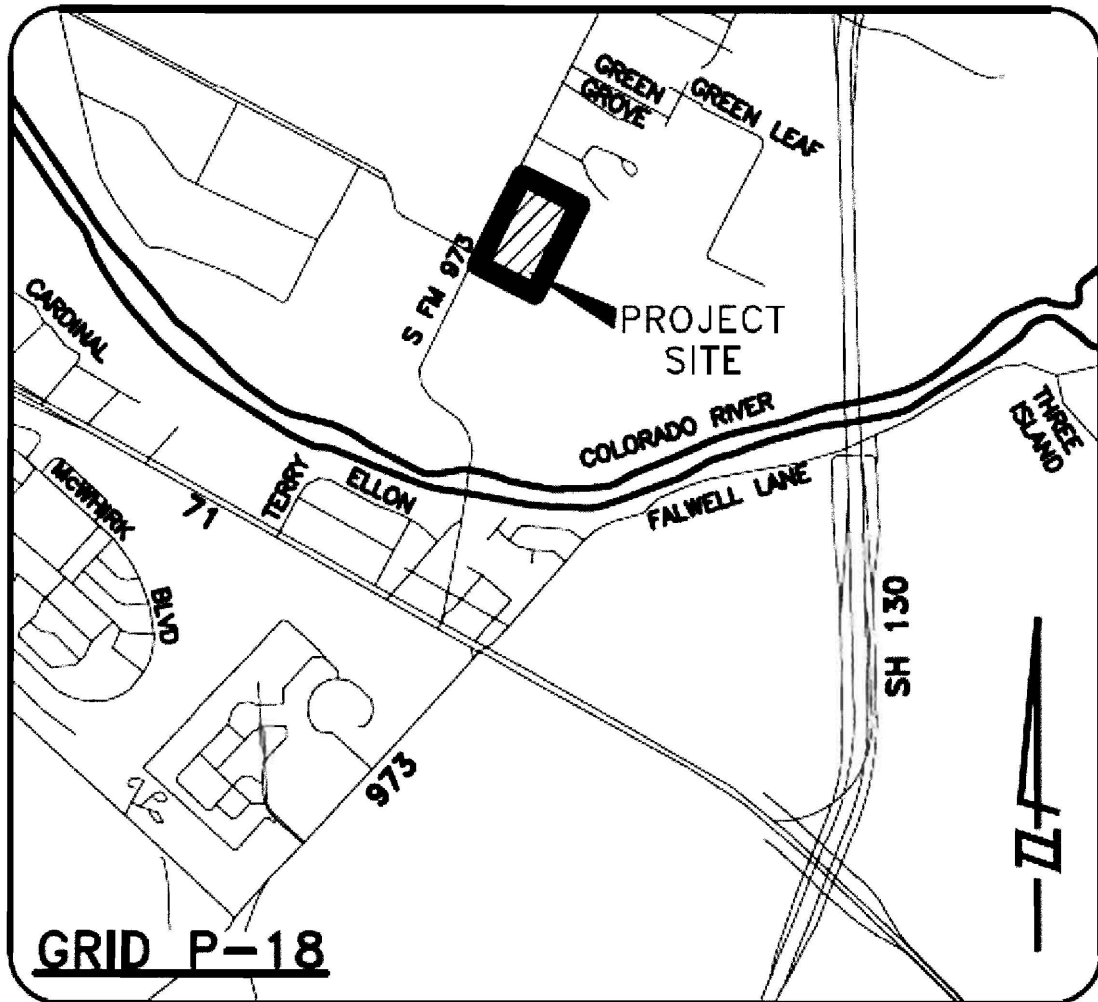


8634 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0573
FAX (512)454-9933
TBP# FIRM #2346

CASE # CBJ-2013-0238

Prado Ranch Preliminary Plan

Location Map



LOCATION MAP

N.T.S.

RCEL 1)
AC.
TMS 1P

**PRADO RANCH
PHASING AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between AHV-RS PRADO, LLC, a Delaware limited liability company (the “Developer”), and Travis County, Texas (the “County”), hereinafter collective referred to as the “Parties”.

WHEREAS, the Developer is in the process of subdividing that certain tract of land described in **Exhibit A** which is attached hereto and made a part hereof (the “Property”), which Developer has designated as PRADO RANCH; and

WHEREAS, the Property is located in the County and in the extra-territorial jurisdiction (the “ETJ”) of the City of Austin, Texas (the “City”); and

WHEREAS, access to the Property is provided by FM 973 and the development of the Property will create the need for improvements to this roadway; and

WHEREAS, the Developer desires to develop the Property in phases; and

WHEREAS, the Developer has currently submitted a Preliminary Plan for the entire project; and

WHEREAS, it is contemplated that the Developer will subsequently submit for County approval final plats and construction plans for the streets, drainage, and other improvements for the duration of the PRADO RANCH subdivision; and

WHEREAS, the Developer and the County desire to provide for the orderly development of the Property and to maintain the local infrastructure based on the recommendations provided in the Developer's Traffic Impact Analysis (dated March 2014) and subsequent letter to Texas Department of Transportation (dated April 14, 2014), which improvements include construction of a northbound right turn lane from FM 973 onto proposed Rio Rojo Drive, construction of a northbound right turn lane from FM 973 onto proposed Prado Ranch Boulevard, and construction of a southbound left turn lane from FM 973 onto proposed Prado Ranch Boulevard;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. DEVELOPER OBLIGATIONS

- a. In the phased development of the Property, the Developer will complete the construction of street and drainage improvements in each section of PRADO RANCH subdivision to County standards per the requirements of Title 30 of the Code of the City.
- b. Concurrent with the first section of development within PRADO RANCH, two connections meeting current Texas Department of Transportation (TxDOT) design criteria will be made to FM 973. The TxDOT criteria requires a 300' right turn lane at FM 973 and proposed Rio Rojo Drive, a 455' right turn lane at FM 973 and Prado Ranch Boulevard, and a 525' left turn lane at FM 973 and Prado Ranch Boulevard as further described in **Exhibit B**.
- c. Prior to or concurrent with the recordation of the first final plat within PRADO RANCH, the Developer must post payment with Travis County for the cost of design and construction of the improvements listed above in Section 1.b and an Advanced Funding Agreement (AFA) must be approved for these improvements between Travis County and TxDOT.
- d. Should TxDOT not complete construction of the improvements listed above in Section 1.b prior to completion of the first phase of development within PRADO RANCH, the Developer, at its own expense, may obtain TxDOT driveway permits and construct necessary improvements to connect Rio Rojo Drive and Prado Ranch Boulevard to FM 973 under TxDOT criteria in effect at the time that such permit application is made.
- e. The Developer must post and maintain fiscal security in a form and amount acceptable to the County for 100% of the cost to construct the streets, drainage, and other improvements identified in the final plat for PRADO RANCH subdivision until such improvements have been completed and have been conditionally accepted by the City/County. During the one-year maintenance period, the fiscal is reduced to approximately 10% as outlined in Section 4 below.
- f. Per the Travis County Fire Marshal's office, after the final platting of the 30th residential lot, the Developer must construct at least two access roads meeting the requirements of Appendix D of the 2009 International Fire Code from the development to an existing public roadway. The access road(s) must be shown in the subdivision construction plans.

2. COUNTY OBLIGATIONS

The County will:

- a. upon the execution of this Agreement, approve the Preliminary Plan for PRADO RANCH subdivision;
- b. subject to compliance with applicable standards and the performance by the Developer of its obligations under this Agreement, approve acceptable subsequent

final plats and subdivision construction plans for future sections of PRADO RANCH subdivision; and

- c. as applicable, enter into an Advanced Funding Agreement with the Texas Department of Transportation for the improvements listed in Sections 1.b above; and

3. CONSTRUCTION SECURITY POSTING

The Developer shall post the required fiscal security with the City simultaneously with final plat approval of each of said phases. The Developer may post an equal amount with the County as a substitute if allowable by the City, and if the City will release the amount posted with it upon the substitute posting being received by the County.

4. ACCEPTANCE BY COUNTY

The Developer acknowledges that the public roadways and other improvements within the PRADO RANCH subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developer agrees to leave its 10% fiscal security posted with the City or with the County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City.

5. RELEASE AND INDEMNITY

The County and its officers, employees, and successors and assigns will not be liable or responsible for, and shall be held harmless by the Developer from, any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by the Developer under the terms of this Agreement.

6. MISCELLANEOUS

- a. Beneficiaries: This Agreement will bind and inure to the benefit of the parties hereto and their successors and assigns.
- b. Restrictive Covenant: This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. This Agreement will not affect the title to the land conveyed to purchasers of individual lots in a phase of the PRADO RANCH subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.
- c. Amendment to Agreement: Any revision, modification or amendment of this Agreement will be effective only when reduced to writing and signed by both Parties hereto. NO OFFICIAL, AGENT OR EMPLOYEE OF THE COUNTY

HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONER'S COURT.

- d. Assignment by the Developer: The rights, duties and responsibilities of the Developer may be assigned only with the consent of the County which consent will not be unreasonably withheld or unduly delayed by the County.
- e. Entire Agreement: This is the entire agreement between the parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the parties in conflict with this Agreement.
- f. Notice: Any notices to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party: (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Developer: AHV-RS PRADO, LLC
Attn: Mark Wolf
620 Newport Center Drive, 12th Floor
Newport Beach, CA 92660

With a required copy to: DuBois, Bryant & Campbell LLP
Attn: E. Scott Lineberry
700 Lavaca, Suite 1300
Austin, Texas 78701

Travis County: Steve M. Manilla,
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

With required copy to: David Escamilla
Travis County Attorney
P.O. Box 1748

Austin, Texas 78767
Attn: File No. 163.000


The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. Number and gender: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement.

[signatures follow in the next page]

EXECUTED on the dates set forth in the acknowledgments below to be effective as of the later of the dates set forth in the acknowledgments below.

AHV-RS PRADO LLC,
a Delaware limited liability company

By: 
Name: MARC WOLF
Title: CEO / M, member

State of Texas

County of Travis

This instrument was acknowledged before me on the _____ of _____, 2014, by _____, _____, of AHV-RS Prado, LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

See Attached acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

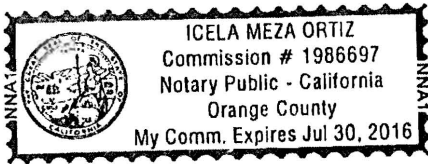
State of California

County of Orange

On December 3, 2014 before me, Icela Meza Ortiz, Notary public,
Date Here Insert Name and Title of the Officer

personally appeared Mark Wolf
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Icela Meza Ortiz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

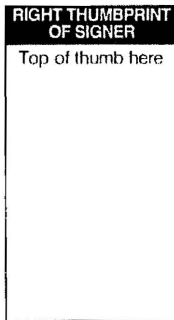
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

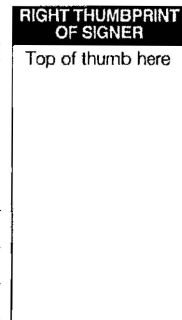
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



TRAVIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____

State of Texas

County of Travis

This instrument was acknowledged before me on the ____ of _____, 2014, by Samuel T. Biscoe, Travis County Judge.

Notary Public, State of Texas

After Recording Return to:

Travis County, Texas
Attn: Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

Exhibit A
Property

[metes and bounds for Prado Ranch subdivision attached]

Exhibit B
Access Improvements

[exhibit showing improvements attached]

Prado Ranch Preliminary Plan

Precinct Map

