

AGENDA ITEM # 24

May 27, 1997

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Consider authorizing County Judge to sign reimbursement agreement with DV Capital regarding advancement of certain funds expended on behalf of Williamson County for the Expo/Convention Center.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize County Judge to sign reimbursement agreement with DV Capital regarding advancement of certain funds expended on behalf of Williamson County for the Expo/Convention Center.

Vote: Motion carried 5 - 0

< Clerk copy here >

Williamson County

### REIMBURSEMENT AGREEMENT (COUNTY)

THIS REIMBURSEMENT AGREEMENT (COUNTY) (the "Agreement") is entered into by and among (i) Williamson County, Texas, a political subdivision of the State of Texas (the "County"), acting by and through its authorized County Judge, after motion and vote of its Commissioner's Court, (ii) DV Capital, Incorporated, a Texas corporation ("DV Capital"), and (iii) Gregory G. Hall ("Hall").

### RECITALS:

A. The County is the owner of that certain real property in Williamson County, Texas, particularly described on Exhibit A attached hereto and incorporated herein, and consisting of approximately 96 acres of land, more or less (the "Property").

B. DV Capital and Hall are negotiating with the County for the joint development of the Property and approximately 110 acres of real property adjacent to the Property owned by Hall and DV Capital, for an exposition/convention center and supporting retail and commercial facilities (the "Project").

C. Williamson County Development District No. 1 (the "CDD") has been created to raise tax revenue for the development of an exposition/convention center in Williamson County, Texas.

D. DV Capital has advanced certain funds and paid certain fees, costs and expenses on behalf of the County and the CDD, and intends to advance additional funds and pay certain other fees, costs and expenses on behalf of the County and the CDD, to pay for certain surveying, engineering, feasibility study and other development work for the Project.

E. The County is agreeing to reimburse to DV Capital certain of the funds so advanced or paid on behalf of the County for the Project in accordance with this Agreement if Hall reacquires the Property pursuant to that certain Option Agreement dated as of January 17, 1997 ("Option Agreement"), by and between the County and Hall.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid to each of the County and Hall by DV Capital, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all of the parties hereto, the County, DV Capital, and Hall agree as follows:

1. Reimbursement to DV Capital Any and all costs, expenses and fees paid by DV Capital for surveying, engineering and other development work for the Project relating to the