

AGENDA ITEM # 23

May 11, 1999

Consider approving a line item transfer for Communications:

from:	0100-0581-003301	Gasoline	\$688.91
	0100-0581-004705	Pre employment physicals	500.00
to:	0100-0581-004500	Maintenance	688.91
	0100-0581-003100	Office supplies	500.00

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve a line item transfer for Communications:

from:	0100-0581-003301	Gasoline	\$688.91
	0100-0581-004705	Pre employment physicals	500.00
to:	0100-0581-004500	Maintenance	688.91
	0100-0581-003100	Office supplies	500.00

Vote: Motion carried 5 - 0

< Clerk copy here >

ORDER APPROVING A LINE ITEM TRANSFER FOR

581 Communications Lepira Simpson  
FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 11th day of May, 1999, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Hays the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1999 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-3301	Gasoline	688. <sup>91</sup>
581-4705	Pre Emp physical	500. <sup>00</sup>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4500	Maintenance	681. <sup>91</sup>
581-3100	Office Supplies	500. <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Nancy Rister  
Nancy Rister, County Clerk

John C. Doerfler 5-11-99  
John C. Doerfler, County Judge

## AGENDA ITEM # 24

May 11, 1999

Consider approving a line item transfer for Extension Service:

from: 0100-0665-005750 Office Furniture \$1,200.00  
 to: 0100-0665-003115 Computer Supplies 1,200.00

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve a line item transfer for Extension Service:

from: 0100-0665-005750 Office Furniture \$1,200.00  
 to: 0100-0665-003115 Computer Supplies 1,200.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

0100 0665  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 11th day of May, 1999, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Hays the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1999 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
005750	Office Furniture	\$1,200.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
003115	Computer Supplies	\$1,200.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Nancy Rister, County Clerk

John C. Doerfler 5-11-99  
 John C. Doerfler, County Judge

AGENDA ITEM # 25May 11, 1999

\*

Consider approving a line item transfer for County Attorney:

from:	0100-0475-004932	Trial Expense	\$2,000.00
to:	0100-0475-003900	Membership Dues	2,000.00

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve a line item transfer for County Attorney:

from:	0100-0475-004932	Trial Expense	\$2,000.00
to:	0100-0475-003900	Membership Dues	2,000.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

475	COUNTY ATTORNEY	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 11th day of May, 1999, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Hays the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
475-4932	TRIAL EXPENSE	2,000.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
475-3900	MEMBERSHIP DUES	2,000.00

67

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST: Nancy E. Rister  
Nancy Rister, County Clerk

John C. Doerfler 5-11-99  
John C. Doerfler, County Judge

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 10:29 A.M. ON TUESDAY, MAY 11, 1999.

AGENDA ITEM # 26

May 11, 1999

Discuss pending litigation: Charles Johnston v. Williamson County (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec 551.071 consultation with attorney)

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 10:50 A.M. ON TUESDAY, MAY 11, 1999.

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:25 A.M. ON TUESDAY, MAY 11, 1999.

AGENDA ITEM # 27

May 11, 1999

\*

Discuss legal notice of claim received: Elmore E. Kilgore (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec 551.071 consultation with attorney).

No action was taken in executive session.

AGENDA ITEM # 28

May 11, 1999

Discuss pending litigation: Richard/Carrie Sims v. Lexington Volunteer Fire Dept., et al (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec 551.071 consultation with attorney).

No action was taken in executive session.

AGENDA ITEM # 29

May 11, 1999

Discuss pending litigation: Reginald Parker v. Ron Shanks, Sharif Mezayak and Ron Marks (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec 551.071 consultation with attorney.)

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:50 A.M. ON TUESDAY, MAY 11, 1999.

AGENDA ITEM # 30May 11, 1999

\*

Discuss and take any action on pending litigation: Charles Johnston v. Williamson County.

No action was taken on this agenda item.

AGENDA ITEM # 31May 11, 1999

Discuss and take appropriate action on legal notice of claim received: Elmore E. Kilgore:

No action was required on this agenda item.

AGENDA ITEM # 32May 11, 1999

\*

Discuss and take appropriate action on pending litigation: Richard/Carrie Sims v. Lexington Volunteer Fire Dept., et al.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To retain law firm of Buford & Jordan to represent Williamson County in pending litigation Richard/Carrie Sims v. Lexington Volunteer Fire Department, et al.

Vote: Motion carried 5 - 0

AGENDA ITEM # 33May 11, 1999

Discuss and take appropriate action on pending litigation: Reginald Parker v. Ron Shanks, Sharif Mezayak and Ron Marks.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To retain the law firm of Dietz and Associates to represent Williamson County in pending litigation Reginald Parker v. Ron Shanks, Sharif Mezayak and Ron Marks.

Vote: Motion carried 5 - 0

AGENDA ITEM # 34May 11, 1999

\*

Hear comments from commissioners.

Commissioner Boatright informed the court CAMPO funding has been advanced to year 2000 from 2002 to begin main lanes on State Highway 183 from Hunters Chase to Farm-to-Market 620.

Commissioner Limmer discussed his telephone conversation with Ernie Lawrence who had instructed Henna Town Homes to divert water from his property by means of a dump on Meister Lane. **Neither Unified Road System nor Commissioner Limmer have given Mr. Lawrence or Henna Town Homes permission for the dump.** Upon inspection Mr. Limmer discovered the dump runs along Meister Lane about 2 to 3 feet wide x 2 to 3 feet high. Commissioner Limmer advised dozer work will be accomplished as quickly as possible. **Meanwhile the records should state this is an unauthorized dump and remains the responsibility of Mr. Lawrence and/or Henna Town Homes.**

Judge Doerfler discussed prior action retaining David Brooks as consultant whose contract is drawn requiring him to report directly to the Williamson County Attorney. Judge Doerfler and Commissioner Heiligenstein felt the judge and commissioners should also have access to Mr. Brooks.

69

Commissioner Hays informed the court the Show Barn Committee (2 Commissioners Court appointees and 2 Livestock Association members) is in the process of drafting new rules for use of the Show Barn in San Gabriel Park.

AGENDA:

MINUTES

\*

of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

May 11, 1999

THE STATE OF TEXAS            ) (

COUNTY OF WILLIAMSON        ) ( BE IT REMEMBERED that at 12:06 P.M. on this the 11th day of May A.D., 1999, there was begun and holden a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1  
GREGORY W. BOATRIGHT, Commissioner, Precinct 2  
DAVID S. HAYS, Commissioner, Precinct 3  
FRANKIE LIMMER, Commissioner, Precinct 4  
NANCY E. RISTER, County Clerk

I.

May 11, 1999

\*

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve the minutes of the last meeting.

Vote: Motion carried 5 - 0

II.

May 11, 1999

\*

Discuss and take appropriate action on the Southeast Williamson County Road District # 1, including, but not limited to payment of bills.

70

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To approve payments of:

\$237.50 to Brown McCarroll Sheets and Crossfield;

\$2,500.00 to Reference Technology;

\$200.00 to Nickey Lawrence and

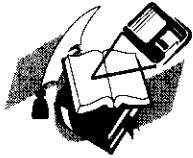
\$17.72 refund to Town and Country Title, Inc.

Vote: Motion carried 5 - 0

< Clerk copy here > SERD

## Reference Technology

We map knowledge onto cyberspace.



501 Ridgmar  
Leander, TX 78641  
(512) 259-8697

## INVOICE

NUMBER: WCR- 001  
DATE: April 20, 1998

## TO:

Williamson County Road Districts  
ATTN: Nickey Lawrence  
Commissioner Pct 2  
600 N. Bell Blvd., Suite 202  
Cedar Park, TX 78613

Ref: Williamson County Project Management Professional Services Agreement

	Description	Price
	Williamson County Road Districts Accounts Receivables System	\$7500.00

Subtotal	\$7500.00
Sales Tax	
Shipping and Handling	

TOTAL DUE \$7500.00

Split between 3 Rd Dist.

2500. - NERRD  
2500. - Southwest Rd Dist  
2500. - Southeast Rd Dist

approved 5-11-99  
John C. Daehler

Please make all checks payable to: Reference Technology



BROWN McCARROLL SHEETS & CROSSFIELD, L.L.P.  
ATTORNEYS AT LAW  
309 EAST MAIN STREET  
ROUND ROCK, TX 78664-5246

April 30, 1999

SERRD  
c/o JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
710 MAIN STREET, SUITE 201  
GEORGETOWN TX 78626

Re: Special Counsel  
Attorney: CDC

Professional Services

	Hours	Amount
4/12/99 CDC Review reallocation of debt for Round Rock Village Properties.	0.50	62.50
CDC Telephone conference with Larry Kokel regarding reallocation of debt for Round Rock Village Properties.	0.20	25.00
CDC Telephone conference with Richard Almar regarding reallocation of debt for Round Rock Village Properties.	0.20	25.00
4/13/99 CDC Attend Commissioner's Court.	0.50	62.50
CDC Conference with Larry Kokel and Richard Armar regarding reallocation of debt for Interchange Business Park property.	0.50	62.50
For professional services rendered	1.90	\$237.50
Previous balance		\$62.50
4/27/99 Payment - thank you		(\$62.50)
Total payments and adjustments		(\$62.50)
Balance due		<u>\$237.50</u>

approved 5-11-99  
John C. Doerfler

VOL 0104 PAGE 073

NICKEY LAWRENCE  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

May 1, 1999

Southeast Williamson County Road District #1  
C/o Williamson County, Pct. 2  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

Invoice

Administrative Services – April 1999

\$200.00

*approved 5-11-99*  
*John C. Dwyer*

VOL 0104 PAGE 074

350 Discovery Blvd., #201  
Cedar Park, TX 78613

(512) 260-4280  
FAX: (512) 260-4284

**Southeast Williamson County  
Road District # 1**



TO: Williamson County Commissioners' Court  
FROM: Nickey Lawrence  
DATE: May 11, 1999  
RE: Refunds

Please issue the following refunds:

Towne & Country Title, Inc.  
Escrow Account  
7900 Shoal Creek Blvd., 2<sup>nd</sup> Floor  
Austin, TX 78757

\$17.72

R370584  
GF# 99-5475  
Spring Ridge, Section 1, Block A, Lot 23  
Overpayment

*approved 5-11-99  
John C. Daefler*

III.

May 11, 1999

\*

Discuss and take appropriate action on the Southwest Williamson County Road District # 1, including, but not limited to payment of bills.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve payments of:

\$1,976.20 to Brown McCarroll Sheets and Crossfield;

\$2,500.00 to Reference Technology and;

\$200.00 to Nickey Lawrence.

Vote: Motion carried 5 - 0

< Clerk copy here > SWRD

**BROWN McCARROLL SHEETS & CROSSFIELD, L.L.P.**

ATTORNEYS AT LAW  
309 EAST MAIN STREET  
ROUND ROCK, TX 78664-5248

April 30, 1999

SW WILLIAMSON COUNTY ROAD DISTRICT NO. 1

c/o JUDGE JOHN DOERFLER  
WILLIAMSON COUNTY COURTHOUSE  
710 MAIN STREET, SUITE 201  
GEORGETOWN TX 78628

Re: Special Counsel

Attorney: CDC

**Professional Services**

		Hours	Amount
3/29/99	CDC Telephone conference with Chuck Rice regarding Hearing for Road District Legislation.	0.30	37.50
3/30/99	CDC Telephone conference with Gary Brown.	0.40	50.00
3/31/99	CDC Telephone conference with Chuck Rice regarding Road District Legislation.	0.60	75.00
4/1/99	CDC Draft letter to Senate Subcommittee regarding Road District Bill.	0.80	100.00
4/5/99	CDC Telephone conference with Chuck Rice regarding Fiscal Note Estimate from Comptroller of Public Accounts.	0.80	75.00
4/6/99	CDC Telephone conference with Comptroller's Office regarding Fiscal Note Letter to community.	0.70	87.50
	CDC Telephone conference with Gary Kimble regarding Arbitrate Agreement.	0.30	37.50
	CDC Telephone conference with representatives from Senator Weinquest, Joe Morris, Chuck Rice, etal regarding testimony regarding Senate Bill 1175.	2.00	250.00
4/7/99	CDC Telephone conference with David Hemdon.	0.50	62.50
	CDC Telephone conference with Gary Kimbell regarding Senate Bill 1175.	0.50	62.50
	CDC Telephone conference with David Hemdon, attorney for PAC-10 and Chuck Rice.	1.20	150.00
	CDC Travel to austin to testify for Senate Bill 1175.	2.50	312.50
4/8/99	CDC Conference with Chuck Rice.	0.50	62.50
	CDC Telephone conference with attorney, David Demdon.	0.30	37.50
	CDC Review and revise Senate Bill 1125.	0.70	87.50
4/9/99	CDC Telephone conference with Chuck Rice.	0.20	25.00
	CDC Travel to Capitol to confer with City Attorney, Andy Martin regarding revisions to Senate Bill 1175 regarding Southwest Williamson County Road District #1.	3.00	375.00
4/12/99	CDC Telephone conference with Chuck Rice.	0.20	25.00
4/13/99	CDC Attend Commissioner's Court.	0.50	62.50

## SW WILLIAMSON COUNTY ROAD DISTRICT NO. 1

Page 2

	Hours	Amount
For professional services rendered	15.80	\$1,975.00
Additional Charges :		
4/25/99 Fax		1.20
Total costs		\$1.20
Total amount of this bill		\$1,976.20
Previous balance		\$1,200.20
4/27/99 Payment - thank you		(\$1,200.20)
Total payments and adjustments		(\$1,200.20)
Balance due		\$1,976.20

approved 5-11-99  
John C. Daefler

VOL 0104 PAGE 077

NICKEY LAWRENCE  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

May 1, 1999

Southwest Williamson County Road District #1  
C/o Williamson County, Pct. 2  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

Invoice

Administrative Services – April 1999

\$200.00

*approved 5-11-99  
John C. Daefler*

IV.

May 11, 1999

\*

Discuss and take appropriate action on the Northeast Round Rock Road District #1, including, but not limited to payment of bills.

Moved: Commissioner Limmer  
 Seconded: Commissioner Hays  
 Motion: To approve payments of:  
 \$112.50 to Brown McCarroll Sheets and Crossfield;  
 \$2,500.00 to Reference Technology;  
 \$200.00 to Nickey Lawrence;  
 \$83.08 refund to Dale Becker;  
 \$546.00 refund to Holly Management, Inc. and  
 \$344.87 to McCreary, Veselka, Bragg & Allen, P.C..

Vote: Motion carried 5 - 0

< Clerk copy here > NERD

**BROWN McCARROLL SHEETS & CROSSFIELD, L.L.P.**  
 ATTORNEYS AT LAW  
 309 EAST MAIN STREET  
 ROUND ROCK, TX 78664-5246

April 30, 1999

NERRD  
 C/O JUDGE JOHN DOERFLER  
 WILLIAMSON COUNTY COURTHOUSE  
 710 MAIN STREET, SUITE 201  
 GEORGETOWN TX 78626

Re: Special Counsel  
 Attorney: CDC

78

Professional Services

	Hours	Amount
4/6/99 CDC Conference with John Lees from Lometa Corporation regarding assessments.	0.20	25.00
4/13/99 CDC Attend Commissioner's Court.	0.50	62.50
4/19/99 CDC Telephone conference with property owner in the NERRD.	0.20	25.00
For professional services rendered	0.90	\$112.50
Balance due		<u>\$112.50</u>

approved 5-11-99  
 John C. Doerfler

VOL 0104 PAGE 079

NICKEY LAWRENCE  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

May 1, 1999

Northeast Round Rock Road District #1  
C/o Williamson County, Pct. 2  
350 Discovery Blvd., Ste. 201  
Cedar Park, TX 78613

Invoice

Administrative Services – April 1999

\$200.00

approved 5-11-99  
John C. Daehler



VOL 0104 PAGE 080

350 Discovery Blvd., #201  
Cedar Park, TX 78613

(512) 260-4280  
FAX: (512) 260-4284

## Northeast Round Rock Road District # 1



TO: Williamson County Commissioners' Court  
FROM: Nickey Lawrence  
DATE: May 11, 1999  
RE: Refunds

Please issue the following refunds:

Dale Becker **\$83.08**  
3703 Eagles Nest  
Round Rock, TX 78664

R347712  
Paid by Transamerica Real Estate Tax Service

Holly Management, LLC **\$546.00**  
6009 Beltline Road, Ste. 100  
Dallas, TX 75240

R056610 & R311170  
Overpayment collect by Delinquent Tax Attorney

*approved 5-11-99*  
*John C. Daugherty*

350 Discovery Blvd., #201  
Cedar Park, TX 78613

(512) 260-4280  
FAX: (512) 260-4284

**Northeast Round Rock  
Road District # 1**



TO: Williamson County Commissioners' Court  
FROM: Nickey Lawrence  
DATE: May 11, 1999  
RE: Payment to Delinquent Tax Attorney

Please issue check to: McCreary, Veselka, Bragg & Allen, P.C.  
PO Drawer 26990  
Austin, TX 78755

Amount: \$344.87

Reference: Delinquent assessments collected from April 6, 1999 – April 30, 1999

Thank you.

*approved 5-11-99  
John C. Daefler*

V.

May 11, 1999

\*

Consider authorizing release of lien for any properties in district which have paid assessment in full.

No action was taken on this agenda item.

VI.

May 11, 1999

\*

Consider approving reallocation of debt for Resubdivision Lot 2, Block A of the Resubdivision of Lot 2, Block A of Maconda Park East, Section One, of the Southwest Williamson County Road District No. 1.

Attorney Charles Crossfield advised one lot is being resubdivided into two (2) lots with recommended assessments of \$179,361.52 for 15.25 acre Lot 2B and \$154,699.31 for 12.270 acre Lot 2A subject to the resubdivision being recorded in the County Clerk real property records of both Travis and Williamson Counties.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve reallocation of debt with assessment of \$179,361.52 for 15.25 acre Lot 2B and \$154,699.31 for 12.270 acre Lot 2A subject to the resubdivision being recorded in the County Clerk real property records of both Travis and Williamson Counties.

Vote: Motion carried 5 - 0

< Clerk copy here > SWRD

\*\*\*See Order recorded on Minutes Pages 102 and 103. Plat recorded in Cabinet R, Slides 277 & 278 of the Plat Records of Williamson County.

Re-Sub Lot 2, Block "A" of the Resubdivision of Block "A", Maconda Park, East Section 1

THE ROAD DISTRICT COURT ADJOURNED AT 12:10 P.M. ON TUESDAY, MAY 11, 1999.



Highland Resources, Inc.  
Real Property Division  
Central Texas Properties

April 15, 1999

Mr. Charles Crossfield  
General Counsel,  
Southwest Williamson County Road District No. 1  
Brown McCarroll Sheets & Crossfield, L.L.P.  
309 E. Main Street  
Round Rock, Texas 78664-5246

RE: *Additional Information* regarding the Reallocation of RUD Debt requested for  
*Resubdivision of Lot 2, Block A, of the Resubdivision of Lot 2, Block A of*  
*Maconda Park East Section One*

Dear Mr. Crossfield,

Please find enclosed a copy of the Resubdivision as submitted to the City of Austin for the above referenced property. The Resubdivision is currently under review by the City. As a copy of this Resubdivision was not included in our first request of March 31, 1999 to you, I am forwarding it for your review of our request for debt reallocation (copy attached).

Please note that Maconda Park Joint Venture requests approval of the reallocation as soon as is practicable, ***however, delay recording the District's approval in the Real Property Records of Williamson County until the Resubdivision is approved by the City of Austin, and until the sale of the portion of the property is closed with Embrey Partners, Inc.***

Please let me know if you have any questions.

Sincerely,

*approved 5-11-99*  
*John C. Dwyer*

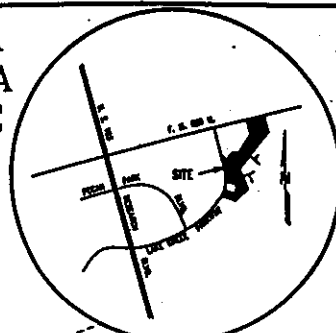
MACONDA PARK JOINT VENTURE

By: HRI DEVELOPMENT CORPORATION

David Bodenman

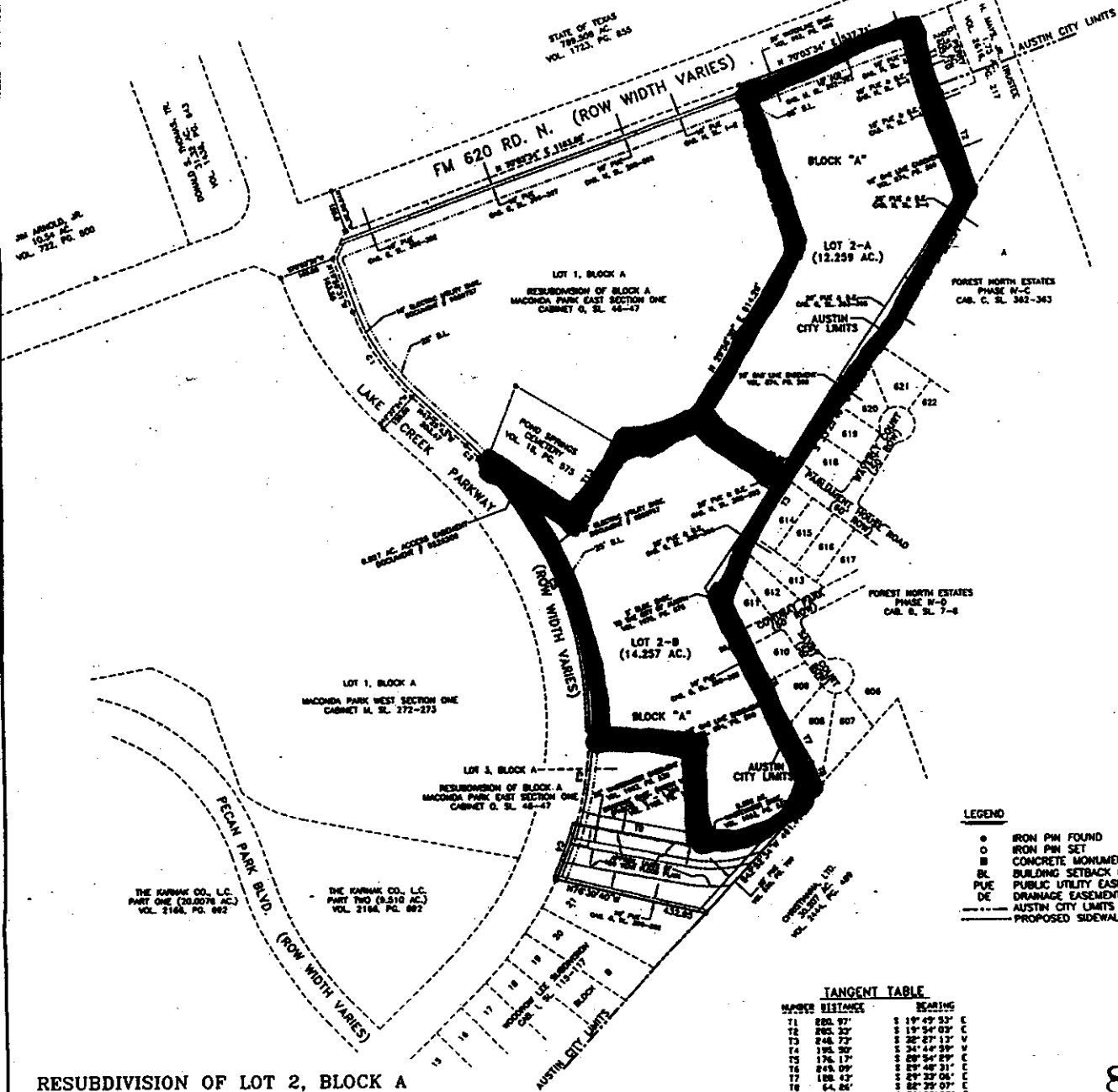
83

RESUBDIVISION OF LOT 2, BLOCK A  
OF THE RESUBDIVISION OF BLOCK A  
MACONDA PARK EAST SECTION ONE



LOCATION MAP

NOT TO SCALE



LEGEND

- IRON PIN FOUND
- IRON PIN SET
- CONCRETE MONUMENT FOUND
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- AUSTIN CITY LIMITS
- PROPOSED SIDEWALK

RESUBDIVISION OF LOT 2, BLOCK A  
OF THE RESUBDIVISION OF BLOCK A  
MACONDA PARK EAST SECTION ONE

OWNER: MACONDA PARK JOINT VENTURE  
211 EAST 7TH STREET  
SUITE 700  
AUSTIN, TEXAS 78701  
ACREAGE: 28.316 ACRES  
SURVEY: ELISHA ALLEN SURVEY A-18  
NUMBER OF BLOCKS: 1 BLOCK  
NUMBER OF LOTS: 2 LOTS  
LINEAR FEET OF NEW STREET: NO NEW STREETS  
DATE: JANUARY, 1989  
SURVEYOR: AUSTIN SURVEYORS  
P. O. BOX 180243  
AUSTIN, TEXAS 78757  
ENGINEER: GRAY ENGINEERING, INC.  
6217 SHOAL CREEK BLVD., SUITE 100  
AUSTIN, TEXAS 78757-7582

CURVE TABLE

NUMBER	DELTA	CHORD BEG	RADIUS	LENGTH	TANGENT	CHORD LENGTH
C1	27° 29' 12"	S 33° 36' 11" E	612.88'	292.99'	148.88'	291.18'
C2	8° 02' 48"	N 46° 02' 48" E	1060.00'	50.51'	85.26'	90.50'
C3	14° 09' 15"	N 08° 44' 53" E	1060.00'	260.62'	130.97'	259.97'
C4	8° 02' 48"	N 80° 17' 23" E	1060.00'	165.18'	86.76'	165.01'
C5	46° 25' 12"	N 21° 28' 48" V	1060.00'	855.10'	454.72'	835.78'

TANGENT TABLE

NUMBER	DISTANCE	BEARING
T1	280.97'	S 19° 49' 53" E
T2	285.32'	S 19° 54' 03" E
T3	246.72'	S 26° 27' 13" V
T4	195.30'	S 34° 44' 58" V
T5	176.17'	S 28° 54' 29" V
T6	248.09'	S 29° 48' 31" E
T7	188.43'	S 29° 27' 08" E
T8	64.86'	S 28° 29' 07" E
T9	230.41'	S 29° 02' 27" V
T10	273.50'	N 01° 47' 39" V
T11	239.99'	N 80° 23' 36" V
T12	209.42'	S 57° 27' 58" E
T13	229.73'	N 38° 36' 10" E
T14	210.00'	N 76° 01' 20" E

84

RESUBDIVISION OF LOT 2, BLOCK A  
OF THE RESUBDIVISION OF BLOCK A  
MACONDA PARK EAST SECTION ONE  
SHEET 1 OF 2

PROJECT NO.	1889-000-01	REVISION NO.	182
FILE NO.	0000-01-01	DATE	182
DATE	January, 1989	DESIGNED BY	JAL
SCALE	1" = 300'	CHECKED BY	JAL
GRAY ENGINEERING, INC. 6217 Shoal Creek Blvd., Suite 100 Austin, Texas 78757-7582 813/454-0071 FAX 813/454-0088			

# RESUBDIVISION OF LOT 2, BLOCK A OF THE RESUBDIVISION OF BLOCK A MACONDA PARK EAST SECTION ONE

THE STATE OF TEXAS  
THE COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT MACONDA PARK JOINT VENTURE, A TEXAS JOINT VENTURE, COMPRSED OF BRUSHY CREEK DEVELOPMENT CORPORATION, A TEXAS CORPORATION, WINMAR OF TEXAS, INC., A TEXAS CORPORATION, AND AUSTIN TEXAS PROPERTIES NO. 2, INC., A TEXAS CORPORATION, JOINT VENTURES, ACTING HEREIN BY AND THROUGH ITS JOINT MANAGERS, HRI DEVELOPMENT CORPORATION, A TEXAS CORPORATION, DAVID C. BOEDMAN, VICE PRESIDENT AND WINMAR OF TEXAS, INC., A TEXAS CORPORATION, \_\_\_\_\_ OWNER OF 26.818 ACRES OF LAND IN THE ELISHA ALLEN SURVEY ABSTRACT NO. 18, SITUATED IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY DEEDS RECORDED IN VOLUME 1019, PAGE 380 AND VOLUME 1019 PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK A, RESUBDIVISION OF BLOCK A, MACONDA PARK EAST SECTION ONE, A SUBDIVISION OF RECORD IN CABINET 6, SLIDES 46-47 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY RESUBDIVIDE SAID 26.818 ACRE LOT 2, BLOCK A TO BE KNOWN AS

RESUBDIVISION OF LOT 2, BLOCK A  
OF THE RESUBDIVISION OF BLOCK A  
MACONDA PARK EAST SECTION ONE

AND DOES HEREBY DEDICATE TO THE PUBLIC USE ANY AND ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.

MACONDA PARK JOINT VENTURE  
A TEXAS JOINT VENTURE

BY: HRI DEVELOPMENT CORPORATION,  
A TEXAS CORPORATION,  
JOINT MANAGER  
211 EAST 7TH STREET, SUITE 700  
AUSTIN, TEXAS 78701

BY: DAVID C. BOEDMAN, VICE PRESIDENT

BY: WINMAR OF TEXAS, INC.,  
A TEXAS CORPORATION,  
JOINT MANAGER  
700 FIFTH AVENUE  
SUITE 2000  
SEATTLE, WA 98104

BY:

BY:

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID C. BOEDMAN, VICE PRESIDENT OF HRI DEVELOPMENT CORPORATION, A TEXAS CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES ON \_\_\_\_\_

THE STATE OF WASHINGTON  
THE COUNTY OF KING

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF WINMAR OF TEXAS, INC., A TEXAS CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON

PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES ON \_\_\_\_\_

THE STATE OF WASHINGTON  
THE COUNTY OF KING

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ OF WINMAR OF TEXAS, INC., A TEXAS CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON

PRINTED OR TYPED NAME OF NOTARY

MY COMMISSION EXPIRES ON \_\_\_\_\_

## GENERAL NOTES:

1. PRIOR TO CONSTRUCTION IN THIS SUBDIVISION, DRAINAGE PLANS SHALL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW.
2. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER SYSTEM AND THE SPRINGHILLS MUNICIPAL UTILITY DISTRICT OR THE CITY OF AUSTIN WASTEWATER SYSTEM.
3. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE AND TWO-FAMILY RESIDENTIAL.
4. SIDEWALKS SHALL BE REQUIRED ALONG RANCH ROAD 630 UPON COMPLETION OF THE CONSTRUCTION OF ROADWAY WITH CURB AND GUTTER. SIDEWALKS WHICH HAVE NOT BEEN INSTALLED WITHIN TWO YEARS FOLLOWING THE COMPLETION OF THE CONSTRUCTION OF THE ROADWAY MAY, UPON APPROVAL OF THE CITY COUNCIL, BE CONSTRUCTED BY THE CITY OF AUSTIN AND ASSESSMENT SHALL BE MADE AGAINST THE AFFECTED PROPERTIES FOR ALL ENGINEERING, ADMINISTRATION AND CONSTRUCTION COSTS.
- 4B. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG LAKE CREEK PARWAY 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.
5. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR WILLIAMSON COUNTY.
6. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
7. FACILITIES FOR OFF-STREET LOADING AND UNLOADING SHALL BE PROVIDED ON ALL NON-RESIDENTIAL SITES.
8. ACCESS TO CONRADY PARK AND PARLIAMENT HOUSE ROAD FROM THIS SUBDIVISION IS PROHIBITED.
9. THIS RESUBDIVISION PLAT HAS BEEN APPROVED IN ACCORDANCE WITH THAT CERTAIN SETTLEMENT AGREEMENT MADE TO BE EFFECTIVE JUNE 28, 1995, BETWEEN MACONDA PARK JOINT VENTURE AND THE CITY OF AUSTIN AND INCORPORATED BY REFERENCE IN AN AGREED ORDER OF BUSINESS WITHOUT PREJUDICE DATED JULY 11, 1995, IN THE DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, 26TH JUDICIAL DISTRICT, IN CAUSE NO. 94-300-CDS STYLED MACONDA PARK JOINT VENTURE V. CITY OF AUSTIN. DEVELOPMENT OF THE PROPERTY COVERED BY THIS PLAT SHALL BE IN ACCORDANCE WITH SAID SETTLEMENT AGREEMENT. ANY SUBSEQUENT RESUBDIVISIONS OR REPLATS OF THE PROPERTY SHALL BE GOVERNED SOLELY BY THE APPLICABLE ORDINANCES, RULES OR OTHER REGULATIONS IN EFFECT ON JULY 1, 1993, AS PROVIDED IN SAID SETTLEMENT AGREEMENT.
10. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT, FOR REVIEW AND APPROVAL.
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. MAXIMUM DWELLING UNITS OF EACH LOT = 36 UNITS PER ACRE  
LOT 24 (26.81 AC) = 48 UNITS  
LOT 25 (4.52 AC) = 80 UNITS

1. CLAUDE F. HINGLE, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLETES WITH THE SURVEYING RELATED PORTIONS OF CHAPTER 12-3 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



AUSTIN SURVEYORS  
BOX 118043  
AUSTIN, TEXAS 78797

CLAUDE F. HINGLE, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4529

DATE 2-23-99

DATE

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAT SUBMITTED HEREWITH; THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATING TO THE ENGINEERING PORTIONS THEREOF; AND THAT SAID PLAT COMPLIES WITH CHAPTER 12-3 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

1. JOHN M. JANSING, A REGISTERED PROFESSIONAL ENGINEER DO HEREBY ATTEST TO THE FOLLOWING:  
1. THE 180 YD FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 180 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM COMMUNITY PANEL NUMBER 48461C 0329 C, DATED JANUARY 1, 1986, FOR WILLIAMSON COUNTY, TEXAS.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.



JOHN M. JANSING AND ASSOC., INC.  
8219 SHAL CREEK BLVD., SUITE 100  
AUSTIN, TEXAS 78729

JOHN M. JANSING  
REGISTERED PROFESSIONAL ENGINEER NO. 30114

DATE 2/22/99

APPROVED FOR ACCEPTANCE

DATE

ALICE GLASSCO, DIRECTOR  
DEVELOPMENT REVIEW AND INSPECTION DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D.

CHAIRPERSON

SECRETARY

THE STATE OF TEXAS  
THE COUNTY OF WILLIAMSON

1. NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS DULY RECORDED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET \_\_\_\_\_ SLIDES \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: NANCY E. RISTER  
CLERK, COUNTY COURT  
WILLIAMSON COUNTY, TEXAS

RESUBDIVISION OF LOT 2, BLOCK A  
OF THE RESUBDIVISION OF BLOCK A  
MACONDA PARK EAST SECTION ONE  
SHEET 2 OF 2

PROJECT NO. 1995-000-01	RECORDING NO. 1995
FILE NO. 0000000000	BOOK NO. 1995
DATE 2/23/99	SUBJECT NO. 000
FILED	FILED

WEEKLY - HENDERSON & ASSOCIATES, INC.  
Surveying, Mapping, Engineering, Planning  
10000 North Loop West, Suite 100  
Houston, Texas 77037  
713-861-0000



Highland Resources, Inc.  
Real Property Division  
Central Texas Properties

March 31, 1999

Mr. Charles Crossfield  
General Counsel,  
Southwest Williamson County Road District No. 1  
Brown McCarroll Sheets & Crossfield, L.L.P.  
309 E. Main Street  
Round Rock, Texas 78664-5246

RE: Reallocation of RUD Debt for *Resubdivision of Lot 2, Block A, of the Resubdivision of Block A, Maconda Park East, Section One*

Dear Mr. Crossfield,

By this transmittal, Maconda Park Joint Venture requests that the District consider and approve a reallocation of the Road District Assessment for *Resubdivision of Lot 2, Block A, of the Resubdivision of Block A, Maconda Park, Section One*. Enclosed for review is the required appraisal from Larry Decovic, MAI, SRA, recommending an allocation of the assessment into two parcels. The appraisal is dated March 3, 1999. The parcels are currently in the process of being resubdivided. The current balance of the assessment for Lot 2 is \$334,060.83.

Maconda Park Joint Venture requests approval of the reallocation as soon as is practicable, however, delay recording the District's approval in the Real Property Records of Williamson County until the Resubdivision is approved by the City of Austin, and until the sale of a portion of the property is closed with Embrey Partners, Inc.

Approval is requested for the reallocation for Lot 2, Block A as follows:

Lot 2B	14.25 acres	53.69%	\$179,361.52
Lot 2A	12.270 acres	46.31%	\$154,699.31
Totals	26.520 acres	100.00%	\$334,060.83

*approved 5-11-99  
John C. Daefler*

The appraisal is included in this transmittal. Additionally, I have enclosed a draft Order for the District, a floppy of the Order (using Microsoft Word97), and a copy

Mr. Charles Crossfield  
March 30, 1999  
Page 2

of the Order approving the most recent allocation for the property, dated March 11, 1997.

Please let me know if I can provide you with further information. Thank you for your cooperation.

Sincerely,

MACONDA PARK JOINT VENTURE

By: HRI DEVELOPMENT CORPORATION  
A Texas corporation

A handwritten signature in black ink, appearing to read "David Bodenman". The signature is fluid and cursive, with a long horizontal stroke at the end.

David Bodenman

enclosures



IV.

Consider re-allocation of assessment debt for Maconda Park East, Section 1 in Southwest Williamson County Road District #1.

Attorney Charles Crossfield addressed the court on approving the re-allocation of assessment debt for property located within the Southwest Williamson County Road District #1.

David Bodenman addressed the court explaining the assessments of the three lots in question for Maconda Park East, Section 1.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To approve re-allocation of assessment debt for Maconda Park East Section 1 with assessment on Lot One being \$336,909.86; Lot Two being \$369,018.98 and Lot Three being \$26,997.49.

Vote: Motion carried 3 - 0

< Clerk copy here >

AN ORDER APPROVING THE RE-ALLOCATION OF ASSESSMENT DEBT FOR CERTAIN PROPERTY LOCATED WITHIN THE SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1; AND CONTINUING TO LEVY SPECIAL ASSESSMENTS AGAINST SAID PROPERTY AS PREVIOUSLY ORDERED.

### RECITALS

The Southwest Williamson County Road District No. 1 (the "District") has received a request from the owners of certain taxable real property within the District to consider the re-allocation of District assessment debt against said property. An appraisal firm, Texas Real Estate Counselors, Inc., has submitted to the Commissioners Court of Williamson County, Texas, sitting as the Board of Directors of the District, an appraisal that depicts the ratio of the appraised value of the property in question.

The District convened a hearing on the 11th day of March, 1997, at the request of the owner. The representative of the owner, David Bodenman appeared in person and was given an opportunity to speak or present evidence regarding the proposed re-allocation.

### FINDINGS

After considering all evidence presented at said hearing, both oral and documentary, the Board of directors of the District finds and determines as follows:

1. That all conditions, provisions and actions taken in the Order Approving the Assessment Plan for the Southwest Williamson County Road District No. 1, recorded in Volume 0059, Page 640 of the Commissioners Court minutes of Williamson County, Texas remain in full force and effect.

2. That the following described real property is located within the District:

47.818 acres, more or less, being Maconda Park East, Section One (1), Williamson County, Texas.

3. That the allocation of assessment for Maconda Park East, Section One (1) was set, by Order of the district at \$732,926.33

4. That Maconda Park East, Section One (1) has been subdivided into three separate lots, being Maconda Park East, Section One (1), Lots One (1), Two (2) and Three (3).

5. The Board hereby finds that the allocation of the assessment for Maconda Park East, Sections One, Two and Three shall be as follows:

C:\TEXTS\SWWRDMACONDA1\REA\MA

Lot One	\$336,909.86
Lot Two	\$369,018.98
Lot Three	\$26,997.49

6. The Board of the District officially finds, determines and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the District was posted at the Williamson County courthouse for the time required by law preceding this meeting, as required by the Open Meetings Act, Article 6252-17, Texas revised Civil statutes, and that this meeting has been open to the public as required by law at all times during which this Order has been discussed and formally acted upon. The Board further ratifies, approves, and confirms such written notice and the contents and postings thereof.

PASSED AND ADOPTED the 11th of March, 1997.

*John C. Doerfler* 3-11-97  
JOHN DOERFLER  
SOUTHWEST WILLIAMSON  
COUNTY ROAD DISTRICT NO. 1

THE FOREGOING MINUTES in Volume 104 on pages 01 through 90, inclusive had at a Special Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 18th day of May, 1999.

\_\_\_\_\_  
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: \_\_\_\_\_  
Deputy Clerk

See Action taken on February 9, 1999, Agenda Item #13, recorded in Volume 102, Page 549 of Commissioners Court Minutes of Williamson County, Texas. Attached pages 91 through 101 contain only a portion of the contract. The entire document will be filed at a later date.

VOL 0104 PAGE 091

**WILLIAMSON COUNTY  
COUNTY CLERK RECORDING SYSTEM  
INSTALLATION AGREEMENT**

This Agreement is made by and between Williamson County, Texas ("CUSTOMER") and Hart Information Services, Inc. ("HART IS"), a Texas corporation.

Recitals

- A. HART IS submitted a Proposal dated 12-30-1998 with an offer to provide a turnkey System. A copy of the Proposal is attached as Exhibit A. The parties have agreed upon modifications to the Proposal to establish the final configuration (the "Final Configuration") as set forth on attached Exhibit B.
- C. CUSTOMER has selected HART IS to install the System and HART IS has agreed to install the System, on the terms and conditions set forth in this Agreement.

Now, therefore, the parties agree as follows:

1. Configuration.

1.1. Components. The "Final Configuration" consists of the computer software programs and related documentation (collectively, the "Software") identified in attached Exhibit C and the computer hardware identified in attached Exhibit D (collectively, the "Hardware"). Additional or substituted software or hardware, if any, provided by HART IS under this Agreement will also constitute Software and Hardware, respectively. Hardware and Software specifications provided in the Final Configuration may not reflect the latest release of the product. HART IS may, with CUSTOMER'S written approval (which CUSTOMER shall not unreasonably withhold), substitute a more capable component or a less costly component of similar or better quality if HART IS and CUSTOMER agree that performance will not be adversely affected.

1.2. Installation Schedule. HART IS will install the Final Configuration in CUSTOMER's offices in Georgetown, Texas on the terms and conditions set forth in this Agreement and in the Proposal and Final Configuration as modified by this Agreement. The installation will be performed substantially according to the schedule depicted in attached Exhibit E.

1.3. Change Orders. Any substantial change in the Final Configuration, which means a material change in cost, components, schedule or function(s) (which deviates materially from the Final Configuration and Proposal as modified by the Final Configuration) will be controlled and governed by the change control procedures in attached Exhibit F.

1.4. Reporting. Until Final Acceptance and upon request with ten days notice, HART IS will report on the status of the installation at regularly scheduled meetings with the CUSTOMER's Project Manager.

1.5. Final Acceptance. CUSTOMER shall indicate its acceptance of the Hardware and Software in strict accordance with the terms of Exhibit G, Acceptance Criteria (the "Acceptance Criteria"), which cover each phase set forth on Exhibit B. The CUSTOMER Project Manager shall indicate CUSTOMER'S acceptance ("Acceptance") of each Acceptance Criteria set forth on Exhibit G when the Acceptance Criteria has been substantially satisfied. CUSTOMER shall sign the Final Acceptance when all of the Acceptance Criteria have been substantially satisfied ("Final Acceptance"). Upon Final Acceptance, HART IS will be deemed to have provided acceptable Hardware and Software installation and will have no further obligations under this contract with respect to the installation and customization of the Hardware and Software. After Final Acceptance, HART IS's only obligations with respect to this Agreement will be under the terms of the maintenance provisions of the Application Software License Agreement and the maintenance provisions of the Software Sublicense Agreement. CUSTOMER has sole responsibility for proper use, storage and handling of the Hardware and Software after Final Acceptance.

1.6. Documentation. HART IS will provide CUSTOMER with documentation as specified in the Proposal.

1.7. Training. HART IS will provide CUSTOMER'S personnel with the training specified in the Proposal. Training outside of normal business hours, if any, will be mutually agreed by HART IS and CUSTOMER.

1.8. Year 2000. HART IS warrants that the System as furnished and modified by HART IS: (a) is designed to be used prior to, during, and after the calendar year 2000, and (b) will operate during each such time period without error relating to date data, specifically including any error relating to or the product of, date data which represents or references different centuries or more than one century ("year 2000 compliant"). This warranty does not apply (a) to County-controlled date field definitions and related calculations, or (b) if System non-compliance is caused by (i) modifications to the System not made by HART IS, or (ii) the failure of hardware, software or data which is not furnished by HART IS to be year 2000 compliant.

2. Software License and Sublicenses. The licensed Software includes: (i) application Software and Documentation that is owned and licensed by HART IS to CUSTOMER ("HART IS Application Software" and "HART IS Documentation", respectively), and (ii) Software and Documentation that is owned by third parties and licensed directly to CUSTOMER by third parties or sublicensed to CUSTOMER by HART IS ("Third Party Software" and "Third Party Documentation", respectively). HART IS licenses the HART IS Application Software and HART IS Documentation to CUSTOMER pursuant to the Application Software License Agreement attached as Exhibit H and incorporated herein by reference. HART IS sublicenses the Third Party Software and Third Party Documentation to CUSTOMER, subject to the terms and conditions of applicable third party license agreements, pursuant to the Software Sublicense Agreement attached as Exhibit I and incorporated herein by reference. CUSTOMER and HART IS will execute and deliver to each other the Application Software License Agreement and Software Sublicense Agreement upon execution of this Agreement. CUSTOMER shall comply with the terms of the Application Software

License Agreement, Software Sublicense Agreement and all third party license agreements applicable to the Third Party Software and Third Party Documentation. The Application Software License Agreement and the Software Sublicense Agreement will commence on the Effective Date and terminate as therein provided.

### 3. CUSTOMER Responsibilities.

3.1. Cooperation. CUSTOMER agrees to cooperate with HART IS and promptly perform CUSTOMER'S responsibilities under this Agreement, including but not limited to those set forth in Exhibit J.

3.2. Site Preparation. CUSTOMER shall prepare the installation site in accordance with instructions provided by HART IS. CUSTOMER is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with HART IS' specifications. Any delays caused by delays in preparation of the installation site will correspondingly extend HART IS's delivery and installation deadlines.

3.3. Site Maintenance. CUSTOMER shall maintain the appropriate operating environment for the Hardware and Software and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning and all other equipment and utilities necessary for the Hardware and Software to operate properly.

3.4. Use. CUSTOMER is exclusively responsible for the supervision, management and control of its use of the Hardware and Software, including but not limited to, supervising its employees, managing use, making daily backups, the accuracy of data input and data output, the accuracy of information obtained from their use, and the use of the information and data.

3.5. Compliance with Contracts. In the course of its performance under this Agreement, HART IS does not intend to infringe upon any third party's proprietary rights or to access any third party's confidential information, nor does HART IS intend for CUSTOMER to breach any of its obligations to third parties, including but not limited to any licensing or confidentiality obligations. CUSTOMER represents and warrants to HART IS that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by HART IS' performance under this Agreement.

### 4. Project Managers.

4.1. CUSTOMER Project Manager. CUSTOMER will appoint a qualified person (the "CUSTOMER Project Manager") who will: (i) have authority to act for CUSTOMER and to make decisions regarding the day to day operations under this Agreement; (ii) provide information and materials to HART IS; (iii) provide access to CUSTOMER's staff to answer questions; (iv) coordinate CUSTOMER'S activities and responsibilities under this Agreement; and, (v) communicate with HART IS concerning HART IS' performance and CUSTOMER's performance under this Agreement; but, this Agreement may be amended only

by a change order signed by the Williamson County Judge. The CUSTOMER Project Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2. HART IS Project Manager. HART IS will appoint one qualified person (the "HART IS Project Manager") who will: (i) have authority to act for HART IS and to make decisions regarding the day to day operations under this Agreement; (ii) provide information and materials to CUSTOMER; (iii) provide access to HART IS' staff to answer questions; (iv) coordinate HART IS' activities and responsibilities under this Agreement; and, (v) communicate with CUSTOMER concerning CUSTOMER'S performance and HART IS' performance under this Agreement; but, this Agreement may be amended only by a duly authorized officer of HART IS. The HART IS Project Manager is:

Delivery Address:

Jim Boyington  
Hart Information Services, Inc.  
15500 Wells Port Dr.  
Austin, Texas 78728  
Telephone: 512-252-6400  
Fax: 512-252-6511

Mailing Address:

Jim Boyington  
Hart Information Services, Inc.  
P.O. Box 80649  
Austin, Texas 78708-0649  
Telephone: 512-252-6400  
Fax: 512-252-6511

4.3. Changes in Project Managers. Either CUSTOMER or HART IS may change their respective Project Managers upon prior written notice to the other party; however, the CUSTOMER reserves the right to approve any replacement HART IS Project Manager.

5. Title.

5.1. Hardware. Title to Hardware will pass to CUSTOMER upon its installation.

5.2. Software. Title to HART IS Application Software will remain in HART IS, including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the HART IS Application Software and all corrections, bug fixes, additions, improvements, modifications, revisions, updates, enhancements, new releases, versions, rewrites, derivatives, applications and substitutions, including custom modifications, to the HART IS Application Software, whether made by HART IS, CUSTOMER or any third party. Title to the Third Party Software will remain in the applicable third party licensor.

5.3. Data. CUSTOMER will retain all title, rights, and ownership of all images, associated indexes, and other data created and/or acquired by use of the Software. CUSTOMER will retain ownership of all "images" and all "data" created by the use of the Software as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used) and shall have the right to sell these

"images" and "data" an unlimited number of times without payment to HART IS. CUSTOMER will receive all funds for remote access/use of the "image" and "data" on the system without payment to HART IS.

6. Maintenance. HART IS agrees to provide the Customer with hardware maintenance, as described in Exhibit K, on all system hardware or components thereof for 48 months from the Date of Acceptance. HART IS agrees that all hardware maintenance will be provided by the authorized servicing agent of the manufacturer. HART IS Application Software and Third Party Software maintenance terms, if any, are set forth in the Application Software License Agreement and Software Sublicense Agreement, respectively. This maintenance will be provided for a flat monthly fee of \$1,867 beginning upon Final Acceptance and continuing for 48 months.

7. Risk of Loss. Risk of Loss to Hardware will pass to CUSTOMER upon its installation. Risk of loss to Software will pass to CUSTOMER upon Acceptance of the phase in which it is installed as provided in Exhibit G, except as provided for under the Software warranty and maintenance provisions contained in the Application Software License Agreement and Software Sublicense Agreement.

8. HART IS Insurance. Until Final Acceptance, HART IS will provide, at its own expense, reasonably satisfactory proof to CUSTOMER of the following insurance coverage:

(a) Automobile liability coverage providing minimum aggregate limits of at least \$1,000,000 (bodily injury each person), \$1,000,000 (bodily injury each accident) and \$1,000,000 (property damage);

(b) General Liability (including contractual liability) coverage providing minimum aggregate limits of at least \$1,000,000 (bodily injury) and \$1,000,000 (property damage);

(c) Workers compensation insurance for HART IS employees meeting Texas statutory limits.

(d) Professional liability insurance coverage providing minimum limits of \$1,000,000.

9. Price; Payment.

9.1. Purchase Price. CUSTOMER shall pay HART IS \$390,722 (the "Total Purchase Price") as follows:

\$144,524 Upon Completion of Acceptance Criteria 1-4  
 \$172,126 Upon Completion of Acceptance Criteria 5-9  
 \$ 35,000 Upon Completion of Acceptance Criteria 10-11  
 \$39,072 Upon Completion of Acceptance Criteria 12, Final Acceptance

All payments are to be made to HART IS at its principal office in Austin, Texas.



9.2. Application Software Annual License/Maintenance Fees. In addition to the Total Purchase Price, CUSTOMER shall pay HART IS the Annual License / Maintenance Fees and Annual Sublicense / Maintenance Fees described in paragraph 6.0 above.

9.3. Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment provided for in this Agreement, CUSTOMER shall promptly pay the undisputed portion and the parties will utilize the dispute resolution procedures set forth in section 13 if the dispute is not resolved in the normal course of business.

10. Warranty Terms.

10.1. Third Party Hardware Warranty Pass-Through. HART IS will pass through to CUSTOMER, without recourse to HART IS and on a non-exclusive basis, any third party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third party manufacturer.

10.2. DISCLAIMER. HART IS MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN THE APPLICATION SOFTWARE LICENSE AGREEMENT. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN THE APPLICATION SOFTWARE LICENSE AGREEMENT, HART IS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

11. Limitation of Damages.

11.1. EXCLUSIVE REMEDY. HART IS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS AGREEMENT AND THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE SET FORTH IN THIS SECTION.

11.2. LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, HART IS AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF THE HARDWARE, HART IS APPLICATION SOFTWARE OR THIRD PARTY SOFTWARE, WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART IS' LIABILITY TO CUSTOMER FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY

**PAID BY CUSTOMER TO HART IS UNDER THIS AGREEMENT. HART IS IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY.**

**12. Termination.**

12.1. Term. This Agreement will commence upon the Effective Date. Unless earlier terminated as provided in this Agreement, this Agreement will terminate upon the earlier of the completion of the parties' performance of their respective obligations under this Agreement or the termination of the Application Software License Agreement and Software Sublicense Agreement.

12.2. Defaults. The following events are deemed to be defaults:

(a) Material breach of any term of this Agreement if the breach has not been cured within thirty days after written notice of the breach has been given by the non-defaulting party to the defaulting party;

(b) Material breach of any term of the Application Software License Agreement or Software Sublicense Agreement;

(c) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee or trustee, whether by voluntary act or otherwise;

(d) Non-compliance in any material respect with any federal, state or local laws applicable to a party's performance under this Agreement.

12.3. Termination for Default. A party may terminate this Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Agreement and otherwise available by statute, law or equity.

12.4. Survival. Any terms of this Agreement which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns.

**13. Mediation; Arbitration; Injunctive Relief.**

13.1. Negotiation; Mediation. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled first by good faith direct negotiations during the thirty day period (the "Negotiation Period") after the time such dispute is first raised by written notice from one party to the other party. If the controversy or claim is not settled by negotiation or mutual consent during the Negotiation Period, the matter will be submitted to mediation in Williamson County, Texas to be completed within thirty days after the end of the Negotiation Period (the "Mediation Period").

13.2. Arbitration. If the controversy or claim is not settled by negotiation, mutual consent or mediation during the Negotiation Period or Mediation Period, then the matter will be settled by arbitration. The parties will agree upon the arbitrator(s) who will determine the matter, or if the parties cannot agree upon the arbitrator(s) within thirty days after the end of the Mediation Period, then the arbitrators will be determined in accordance with the then current rules of the American Arbitration Association.

13.3. Arbitration Rules. The arbitration will be conducted in accordance with the then current rules of the American Arbitration Association under its Commercial Arbitration Rules. The arbitration hearing will be held as soon as practicable and the arbitrator(s) will render a decision as to the parties' respective rights and obligations within thirty days after the end of the arbitration hearing. The decision of the arbitrator(s) will be binding on the parties and may be entered in any court of competent jurisdiction. The arbitration will be held in Williamson County, Texas. Each party shall pay one-half of the reasonable and necessary arbitration expenses; but, the attorney's fees, expert fees and other such costs will be paid by the party who incurs them. Any arbitrator selected hereunder must be experienced in the arbitration of complex commercial disputes.

13.4. Injunctive Relief. Notwithstanding the other provisions of Section 12.2 and this Section 13, if either party seeks injunctive relief with respect to this Agreement, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 12.2, negotiations during the Negotiation Period, Mediation during the Mediation Period and submission to arbitration.

14. Notices.

14.1. Procedure. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the fourth day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

14.2. CUSTOMER Address. The address of CUSTOMER for all purposes under this Agreement is:

---

---

---

with copies to the CUSTOMER Project Manager.

14.3. HART IS Address. The address of HART IS for all purposes under this Agreement and for all notices hereunder is:

Delivery Address:

Mailing Address:

98

Jerry Lewallen  
Hart Information Services, Inc.  
15500 Wells Port Dr.  
Austin, Texas 78728  
Fax No. (512) 252-6511

Jerry Lewallen  
Hart Information Services, Inc.  
P.O. Box 80649  
Austin, Texas 78708-0649

with copies to the HART IS Project Manager.

14.4. Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with this Section 14.

15. General Conditions.

15.1. Entire Agreement. This Agreement and its attachments and exhibits are the entire agreement and supersede all prior negotiations and oral agreements. HART IS has made no representations inducing execution of the Agreement which are not included herein. This Agreement may not be amended or waived and no representations may be made by either party except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this Agreement (including Exhibits B through K) and Exhibit A, the terms in this Agreement (including Exhibits B through K) will control and supersede. If any conflict exists between the terms of this Agreement (including the terms in Exhibits C through K) and the terms in Exhibit A and Exhibit B, the terms of this Agreement (including the terms in Exhibits C through K) will control and supersede.

15.2. Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

15.3. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS and all suits related hereto shall be brought in Williamson County, Texas.

15.4. Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

15.5 Delays. HART IS is not responsible for failure to fulfill its obligations hereunder due to unavailability of materials, equipment, programs or labor due to failure of third parties to timely provide Software and Hardware contemplated herein. HART IS will

notify CUSTOMER in writing of any such delay, and the time for HART IS's performance will be extended for a period corresponding to the delay caused by the third party. HART IS and CUSTOMER shall determine alternative procedures to minimize project delays.

15.6. Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement which is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" shall include but is not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, within forty-eight (48) hours, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party shall not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of Force Majeure.

15.7. Compliance with Laws. CUSTOMER and HART IS shall comply with all laws governing use of the Hardware and Software.

15.8. Assignments. No assignment of this Agreement or any right existing under this Agreement may be made in whole or in part by HART IS or CUSTOMER without the express written consent of the other party, such consent not to be unreasonably withheld; in the event of any permitted assignment, the assignee shall assume the liabilities and responsibilities of the assignor, in writing, prior to the assignment.

15.9. Independent Contractors. Both parties are independent contractors and any of their employees, agents or subcontractors performing work hereunder will be deemed solely to be employees, agents or subcontractors of the respected party. Any person or entity performing work for HART IS pursuant to this Agreement will not be deemed to be an employee, agent or servant of CUSTOMER and will not be entitled to any privileges or benefits of CUSTOMER employment. Employees of CUSTOMER will not be considered employees of HART IS or gain any rights under HART IS' personnel policies.

15.10. Attorney's Fees. If either CUSTOMER or HART IS employ attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees, costs and other expenses.

15.11. Exhibits. Exhibits A through K are attached hereto and made a part hereof for all purposes.

The parties hereto have duly executed this Agreement on this 2nd day of February 1999, (the "Effective Date").

HART IS:

CUSTOMER:

100

HART INFORMATION SERVICES, INC.

WILLIAMSON COUNTY, TEXAS

By: Jerry Lowallen  
Print name: Jerry Lowallen  
Title: Vice President

By: John C. Daefler  
Print name: John C. Daefler  
Title: County Judge

ATTEST:  
By: Douglas P. Allen  
Print name: Douglas P. Allen  
Title: Integrated Solutions Consultant

ATTEST:  
By: Nancy E. Rister  
Print name: NANCY E. RISTER  
Title: Williamson County Clerk

**AN ORDER APPROVING THE REALLOCATION OF ASSESSMENT DEBT FOR CERTAIN PROPERTY LOCATED WITHIN THE SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1; AND CONTINUING TO LEVY SPECIAL ASSESSMENTS AGAINST SAID PROPERTY AS PREVIOUSLY ORDERED.**

102

**RECITALS**

The Southwest Williamson County Road District No. 1 (the "District") has received a request from the owners of certain taxable real property within the District to consider the reallocation of District assessment debt against said property. An appraisal firm, American Realty Corporation, has submitted to the Commissioners Court of Williamson County, Texas, sitting as the Board of Directors of the District, an appraisal dated March 3, 1999, that depicts the ratio of the appraised values of the property in question.

The District convened a hearing on the 11th day of <sup>May</sup>~~April~~, 1999, at the request of the owner. The representative of the owner, David Bodenman appeared in person and was given an opportunity to speak or present evidence regarding the proposed reallocation.

**FINDINGS**

After considering all evidence presented at said hearing, both oral and documentary, the Board of Directors of the District finds and determines as follows:

1. That all conditions, provisions and actions taken in the Order Approving the Assessment Plan for the Southwest Williamson County Road District No. 1, recorded in Volume 0059, Page 640 of the Commissioners Court minutes of Williamson County, Texas remain in full force and effect.
2. That the following described real property is located within the District:  
26.520 acres, more or less, being Resubdivision of Block A, Maconda Park East, Section One (1), Williamson County, Texas.
3. That the allocation of the assessment for Resubdivision of Block A, Maconda Park East, Section One (1) is currently \$334,060.83.
4. That Resubdivision of Block A, Maconda Park East, Section One has been resubdivided into two separate lots, hereafter referenced as *Resubdivision of Lot 2, Block A of the Resubdivision of Block A, Maconda Park East, Section One.*

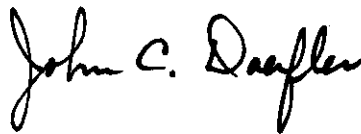
102

5. The Board hereby finds that the reallocation of the assessment for *Resubdivision of Lot 2, Block A, of the Resubdivision of Block A, Maconda Park East, Section One* shall be as follows:

Lot 2A	12.270 acres	46.31%	\$154,699.31
Lot 2B	14.250 acres	53.69%	\$179,361.52.

6. The Board of the District officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the District was posted at the Williamson County courthouse for the time required by law preceding this meeting, as required by the Open Meetings Act, Article 6252-17, Texas revised Civil statutes, and that this meeting has been open to the public as required by law at all times during which this Order has been discussed and formally acted upon. The Board further ratifies, approves, and confirms such written notice and the contents and postings thereof.

PASSED AND ADOPTED the 11th of <sup>May</sup>~~April~~ 1999.



JOHN DOERFLER  
SOUTHWEST WILLIAMSON COUNTY  
ROAD DISTRICT NO. 1