

**AGENDA ITEM # 17**

Consider granting preliminary plat approval for River Oaks.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To grant preliminary plat approval for River Oaks.

Vote: Motion carried 3 - 0

**Regular Agenda**

**AGENDA ITEM # 18**

Consider granting approval of revised preliminary plat of Teravista, Phases 1, 2, 3A, 7, & 12.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve revised preliminary plat of Teravista, Phases 1, 2, 3A, 7 & 12.

Vote: Motion carried 3 - 0

**AGENDA ITEM # 19**

Consider granting approval of plat for revised preliminary, Block House, Section D.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To grant approval of revised preliminary plat for Block House, Section D.

Vote: Motion carried 3 - 0

**AGENDA ITEM # 20**

Consider granting final plat approval for Block House, Phase D, Section 2.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve final plat for Block House, Phase D, Section 2.

Vote: Motion carried 3 - 0

**AGENDA ITEM # 21**

Open and consider awarding, rejecting or extending bids for extension of Farmer Lane north of State Highway 1431

Commissioner Boatright requested this item be tabled until further notice.

**AGENDA ITEM # 22**

Discuss and take appropriate action on concept plan for Spears Ranch on Salado Creek. (Pct 3)

Commissioner Hays requested this item be tabled until January 4, 2000.

**AGENDA ITEM # 23**

Consider granting final plat approval for Lakeside Estates, Phase 1-A.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve final plat for Lakeside Estates Phase 1-A with a stipulation of "no parking" on County Road 138.

Vote: Motion carried 3 - 0

**AGENDA ITEM # 24**

Consider authorizing County Judge to execute a Developer's Agreement with Paloma Cimarron Hills, L.P.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize County Judge to execute a concept plan for Developer's Agreement with Paloma Cimarron Hills, L.P.

Vote: Motion carried 3 - 0

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<b>STATE OF TEXAS</b>	<b>§</b>	<b>DEVELOPMENT AGREEMENT</b>
	<b>§</b>	<b>CONCERNING PROPOSED</b>
<b>COUNTY OF WILLIAMSON</b>	<b>§</b>	<b>SUBDIVISION AND</b>
	<b>§</b>	<b>CONSTRUCTION OF</b>
	<b>§</b>	<b>CIMARRON HILLS SUBDIVISION</b>

THIS IS AN AGREEMENT by and between THE COUNTY OF WILLIAMSON, a Texas political subdivision ("County") and PALOMA CIMARRON HILLS, L.P. , a Texas limited partnership ("Developer").

WHEREAS, this Development Agreement sets forth the entire agreement between the County and Developer relating to the development of the Project (as defined below), with provisions to reflect the scope of the proposed community,;

WHEREAS, Developer is the owner of that certain tract of land in Georgetown, Williamson County, Texas, more fully described on Exhibit "A", ( referred to as the "Property");

WHEREAS, Developer has submitted an application for a Concept Plan for the proposed development to be approved by the Georgetown City Council ("Concept Plan");

WHEREAS, Developer desires to develop the Property in accordance with the proposed Concept Plan for the Cimarron Hills Subdivision ("Project");

WHEREAS, the Commissioners Court hereby determines that the development of the Project will promote local economic development and stimulate business and commercial activity in the County by increasing the future tax base of Williamson County and further that construction of the Project is in the best interest of the County;

WHEREAS, the County has enacted development regulations which govern development of the Property, specifically the Williamson County Subdivision Regulations, ("Development Regulations");

WHEREAS, Developer is proposing to develop the Project on the Property in accordance with the Development Regulations;

WHEREAS, Developer desires to enter into a development agreement with the County;

WHEREAS, the County and Developer agree that the development requirements of the County and this Development Agreement substantially advance a legitimate interest of the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

1. **The Project.** Developer is planning and developing a 950- lot residential subdivision on the Property, in accordance with the Concept Plan, over a period of eight (8) years, and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats.

a. **Concept Plan.** In accordance with the Concept Plan, the County hereby authorizes Developer to construct and develop the residential and commercial uses together with support facilities for recreational, social, maintenance and related uses substantially as depicted in the Concept Plan. Developer hereby agrees to conform the development of the Project to all county requirements in effect on the date of the signing of this Agreement, subject to the terms of this Agreement. The County and Developer agree that the development regulations of the County in effect on the date of the signing of this Agreement that will be applicable to the development and construction of the Project. In addition, the Developer agrees to comply with the City of Georgetown requirements for a planned unit development as described in the Concept Plan.

b. **Additional Approvals.** Developer shall obtain approvals for each platted subdivision as required by the Development Regulations and this agreement prior to its development of the platted subdivision within the property. Developer agrees and acknowledges that each application for approval must be processed through the public review process required in the Development Regulations before any action may be taken concerning the application.

The County agrees to support all such subsequent applications for development approvals or permits by Developer, including but not limited to applications for preliminary plat and final plat approval, so long as the applications comply with this Agreement, the Development Regulations and generally conform with the Concept Plan. Developer agrees to pay the applicable processing/review fees (that are in effect County-wide on that date) for such future development approvals.

c. **Vesting of Rights.** The County acknowledges that Developer has vested authority to develop the Project in accordance with the approved Concept Plan. It is the intent of the County and Developer that the vesting of development rights in and to Developer to develop the Property include, but not limited to, the character of land uses, the number of units, the general location of roadways and the design standards for streets and roadways, and the utility commitments., as set out in this Agreement or as set out in the Concept Plan. The County further agrees that the Concept Plan provides for the phasing of the development of the project and no moratorium or land use or development regulation limiting the rate or timing of the granting of land use approvals, whether affecting preliminary plat or final plat approvals or other approvals shall apply to the development

of the Project. Notwithstanding the foregoing, the County is entitled to enact county-wide land use rules, ordinances or regulations if necessary to comply with future state and federal laws to alleviate imminent or bonafide threats to public safety or noxious uses.

3. Water Utility Service. Domestic water service shall be provided pursuant to a contractual agreement between Developer and the Chisolm Trail Special Utility District, because the Project lies within Chisolm's Certificate of Convenience and Necessity.

4. County Fees. For County fees that are not specifically addressed in this Agreement, Developer shall pay those fees as required by the Development Regulations.

5. Wastewater Plant. The Developer will obtain a TNRCC non-discharge permit approval and will construct a package wastewater treatment plant and non-discharge associated facilities prior to the City of Georgetown issuing Certificates of Occupancy for single family residences. After completion of the package wastewater treatment plant, said plant will be conveyed to the City.

6. Violation of this Agreement. In the event that Developer or its successors or assigns fail to abide by the terms of this Agreement, a copy of this Agreement and evidence of violation of this Agreement shall be sufficient evidence and confession of judgment at an injunction hearing. Developer further understands that there is a criminal penalty for violation of any County ordinance, and that such violations are punishable by a fine for each day at such violation exists, to the maximum extent allowed by law.

7. Miscellaneous Provisions.

a. Actions Performable. The County and Developer agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

b. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

c. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

d. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.

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e. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

f. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telescope, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County of Williamson

*John C. Duffin 12-14-99*

Georgetown, Texas 78626

Att.: County Judge

Phone: (512) 930-3652

Fax: (512) 930-3659

Developer:

Michael F. Coopman

Phone: (414) 245-4879

Fax: (414) 245-7067

g. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Term of Agreement. This Agreement shall be in effect for a term of ten years from the date of approval by the County, provided that the term may be amended by written agreement of the parties. If the build-out of the Project has not occurred within the term of this Agreement, and the Project is continuing to develop, Developer submit a written request to the County to extend the term of the Agreement for an additional four (4) years or less. For purposes of this Agreement, "build-out" is defined as the construction and completion of 950 residential units.

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term of this Agreement, and the Project is continuing to develop, Developer submit a written request to the County to extend the term of the Agreement for an additional four (4) years or less. For purposes of this Agreement, "build-out" is defined as the construction and completion of 950 residential units

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

10. Assignment. This Agreement may be assigned, but the Assignee assumes all duties and obligations of Assignor

SIGNED as of this 25 day of Jan, 2000

WILLIAMSON COUNTY

PALOMA CIMARRON HILLS, L.P.  
A Texas limited partnership

By PALOMA DEVELOPMENT GROUP  
Its General Partner

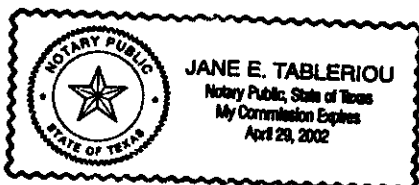
By John C. Doerfler  
JOHN DOERFLER

By Michael Coopman President

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ PARTNERSHIP ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 25 day of JANUARY, 2000, by MICHAEL COOPMAN, a person known to me, in his capacity as President of PALOMA DEVELOPMENT GROUP, as General Partner of PALOMA CIMARRON HILLS a Texas limited partnership, on behalf of said limited partnership.



Jane E. Tableriou  
Notary Public, State of Texas

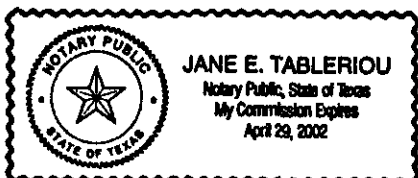
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STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

§ CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 25 day of January, 2000, by John Doerfler, a person known to me, in his capacity as County Judge of Williamson County, Texas.

Jane E. Tableriou  
Notary Public, State of Texas



AGENDA ITEM # 25Consider resolution supporting Avery Ranch development.

Commissioner Hays requested this item be tabled until further notice.

AGENDA ITEM # 26Discuss and consider approving items "a" and "b" of park proposal submitted by Land Strategies, Inc

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve items "a" and "b" of park proposal submitted by Land Strategies, Inc.

Vote. Motion carried 3 - 0

&lt; Clerk copy here &gt;

**LAND STRATEGIES INC.****PAUL LINEHAN & ASSOCIATES**

September 30, 1999

The Honorable Judge John Doerfler  
 Williamson County Commissioner's Court  
 Williamson County Courthouse  
 710 Main Street, 2<sup>nd</sup> Floor  
 Georgetown, Texas 78626

Re Southwest Williamson County Regional Park Comprehensive Master Plan  
 Proposal for Professional Development Consulting Services (LSI# 830)

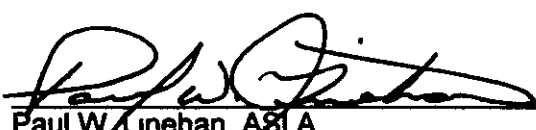
Dear Judge Doerfler,

Land Strategies, Inc is excited about the possibility of working with the Williamson County Commissioners Court in preparation of a Southwest Williamson County Regional Park Comprehensive Master Plan. Williamson County, like most other Central Texas counties, has experienced rapid growth throughout much of the 1980's. This trend in Williamson County has not only continued through the 1990's, it has actually accelerated due to the widespread knowledge that Williamson County provides a great quality of life. Williamson County is a highly desirable place to live, work and raise a family. Maintaining and enhancing the rustic climate and quality of life, while providing for recreational opportunities, will be one of the most challenging aspects of preparing the Southwest Williamson County Regional Park Comprehensive Master Plan. Our firm is committed to meeting this challenge by providing Williamson County with a flexible Plan, that addresses both short and long term goals and objectives.

We will deliver an innovative, affordable, implementable and common sense Plan for Williamson County. We will utilize AutoCAD for the various maps to be incorporated into the Plan, thus affording the Commissioners Court the most flexibility for revisions, color presentations and future changes. We are highly skilled professionals committed to assisting the Commissioners Court in maintaining and expanding those unique qualities which define the Williamson County community. Moreover, we are well versed in the implementation of recreational planning and land development principles that can both create and complement the already desirable characteristics and attributes of Williamson County.

We anticipate the opportunity to discuss the following Proposal for Professional Development Consulting Services with you and the other Commissioners. Should you have any questions or require additional information, please contact me at your earliest convenience.

Sincerely,

  
 Paul W. Linehan, ASLA  
 President

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