

AGENDA ITEM 19

Consider approving regulatory signage on Old Mill, Little Elm Trail and Sunchase Blvd.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To table this item until the December 12, 2000 meeting.

Vote: 4 - 0

AGENDA ITEM 20

Consider granting a variance to the subdivision regulations to Josh Richards for portion of ten-acre tract located east of FM 1660 bridge in Jonah.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To grant a variance to the subdivision regulations to Josh Richards for portion of ten-acre tract located east of FM 1660 bridge in Jonah **with the contingency that the county has the equivalent of a 100' right-of-way.**

Vote: 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

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Williamson County Land & Realty, Inc.203 East Street
P.O. Box 238

Hutto, Texas 78634

Phone: 512/759-1337

Fax: 512/759-1335

Wednesday, September 20, 2000

Frankie Limmer
County Commissioner
Williamson County
412 Vance
Ste. 213
Taylor, TX 76574

Dear Frankie,

Josh Richards, my landlord and son of former sheriff Ed Richards, wants to buy a portion of a ten acre tract located just to the east of the FM 1660 bridge over the San Gabriel at Jonah.

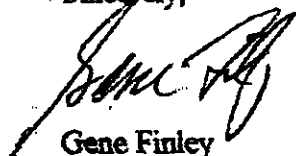
The tract Josh wants to buy is shown in blue on the copy of an old survey enclosed, leaving the property outlined in red to the current owners. All the property Josh wants is in the Flood plain. He has no plans on building anything. I am not sure why he wants the property but he does.

Would you be willing to grant a variance so the current owners or Josh does not have to go thru the subdivision process? Current owners are Gary and Donna Walston. They live in San Antonio.

Let me know if you have any questions or if I need to furnish you additional information.

Thank you.

Sincerely,


Gene Finley
12/5/00

PS. Thank you for the names for the Williamson County Landowners' Council. I have put them on the list and we are planning a first meeting on Oct. 10. You will get a letter.

AGENDA ITEM 21

Consider approving agreement with Texas Dept. of Public Safety for local highway safety programs.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve agreement with Texas Department of Public Safety for local highway safety programs.

Vote: 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4067 - AUSTIN, TEXAS 78773-0001
512/424-2000



DUDLEY M. THOMAS
DIRECTOR

THOMAS A. DAVIS, JR.
ASST. DIRECTOR

November 16, 2000



COMMISSION
JAMES B. FRANCIS, JR.
CHAIRMAN
ROBERT B. HOLT
M. COLLEEN MCNEUGH
COMMISSIONERS

The Honorable John Doerfler
County Judge
710 N. Main
Georgetown, Texas 78626

Re: Letter of Acceptance for Local Benefit
FY 01 Safe & Sober Selective Traffic Enforcement Program (STEP)

Dear Judge Doerfler:

The Department of Public Safety (DPS) through a federal grant program administered by the Texas Department of Transportation (TxDOT) may be able to work additional enforcement within your county in federal fiscal year 2001. This enforcement will focus primarily on three areas - Speed, DWI, and Occupant Protection. Through a review process, your county has been identified as having a significant number of crashes and/or fatalities that resulted from at least one of the three focus areas.

At this time, we are requesting your support and acceptance of this program for local benefit. TxDOT must ensure that at least 40% of all federal funds apportioned to the state for fiscal year 2001, will be expended by or for the benefit of political subdivisions of the state in carrying out local highway safety programs authorized in accordance with Title 23, United States Code, Section 163. If you accept and support this program as benefiting your local government and community, please sign below where indicated and return an original for our files.

With your cooperation in this effort, this enforcement program should have a positive impact upon your county and its communities.

Should you have any questions, please contact me at (512) 424-2119.

Sincerely,

Lee Smith
Lee Smith, Major

Traffic Law Enforcement

GREG BOATRIGHT

(Name - Please Print)

[Signature]
(Signature)

COUNTY COMMISSIONER, PRECINCT 2

(Official Title)

12/5/00
(Date)

AGENDA ITEM 22

Consider authorizing Sheriff's Dept. To dispose of (9) nine gambling machines awarded to county under court order.

This item will be added to the December 12, 2000 agenda.

AGENDA ITEM 23

Consider awarding, rejecting or extending bid for one or more light duty trucks for URS.

This item was removed from the agenda.

AGENDA ITEM 24

Consider awarding, rejecting, or extending bid for bottom dump trailer for URS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To award the bid for bottom dump trailer for URS to Freightliner of Austin.

Vote: 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

FISCAL YEAR 2001 BID TABULATION FOR BOTTOM DUMP TRAILER

BID NUMBER 01WC305

1. FREIGHTLINER OF AUSTIN	
YEAR 2001 CPS MODEL SBD240	\$21,700.00
ONE BOTTOM DUMP TAILER FOR TRADE	\$4,500.00
	NET COST \$17,200.00
2. ALLEN-JENSEN, INC.	
YEAR 2000 SPARTA MODEL BD40-2	\$23,683.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$6,450.00
	NET COST \$17,233.00
3. ALLEN-JENSEN, INC.	
YEAR 2001 RANCO MODEL 21-40	\$26,450.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$6,450.00
	NET COST \$20,000.00
4. TRUMP EQUIPMENT COMPANY, INC.	
YEAR 2000 RANCO MODEL 21-40	\$25,300.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$5,000.00
	NET COST \$20,300.00
5. TRUMP EQUIPMENT COMPANY, INC.	
YEAR 2001 RANCO MODEL 21-40	\$25,750.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$5,000.00
	NET COST \$20,750.00
6. CON-EQUIP, INC.	
YEAR 2001 TRAIL KING MODEL TK54BDU-2	\$28,750.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$7,500.00
	NET COST \$21,250.00
7. TRUMP EQUIPMENT COMPANY, INC.	
YEAR 2000 RANCO LW 21-40	\$26,515.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$5,000.00
	NET COST \$21,515.00
8. HOLT COMPANY OF TEXAS	
YEAR 2001 LOAD KING MODEL 2060	\$32,973.00
ONE BOTTOM DUMP TRAILER FOR TRADE	\$10,000.00
	NET COST \$22,973.00

AGENDA ITEM 25

Consider awarding, rejecting, or extending bid for one or more earth moving heavy equipment for URS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To award the bid for one or more earth moving heavy equipment machines for URS to Holt Company of Texas.

Vote: 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

FISCAL YEAR 2001 BID TABULATION FOR HEAVY EQUIPMENT page 1 of 4

BID NUMBER 01WC306

THE BIDS FOR HEAVY EQUIPMENT WERE EVALUATED UNDER THE LIFE CYCLE COST BID. THE AWARD IS BASED ON THE FIVE-YEAR COST OF OWNERSHIP. THIS IS CALCULATED BY USING THE NUMBERS PROVIDED BY THE BIDDERS ON THE BID FORM. TAKE THE COST OF THE MACHINE, PLUS THE GUARANTEED COST OF REPAIRS, PLUS THE COST OF THE PERFORMANCE BOND, MINUS THE RE- PURCHASE PRICE, THIS GIVES THE COST OF OWNERSHIP FOR THAT PERIOD.

ITEM: 27,000 LB. ARTICULATED MOTOR GRADER

1. HOLT COMPANY OF TEXAS "LOW BID THAT MEETS SPECS."

CATERPILLAR 120H	\$136,419.00
ONE TRADE IN, 1980 CAT 12G	TRADE \$32,000.00
	NET PRICE \$104,419.00

***FIVE YEAR COST OF OWNERSHIP = \$13,589.00**

2. ROMCO EQUIPMENT CO. INC. "OUT OF SPEC."

CHAMPION 710A VHP/ VOLVO G710 VHP	\$129,373.00
ONE TRADE IN, 1980 CAT 12G	TRADE \$27,500.00
	NET PRICE \$101,873.00

***FIVE YEAR COST OF OWNERSHIP = \$9,664.00**

EXCEPTIONS: 3-CIRCLE SUPPORT SHOES, SPEC. REQUIRES 4 SHOES. TRANSMISSION HAS 8-SPEEDS FORWARD AND 4-SPEEDS REVERSE, SPEC. REQUIRES 8-SPEEDS FORWARD AND 6-SPEEDS REVERSE.

3. RDO EQUIPMENT

JOHN DEERE 670L	\$131,852.00
ONE TRADE IN, 1980 CAT 12G	TRADE \$2,500.00
	NET PRICE \$106,852.00

***FIVE YEAR COST OF OWNERSHIP "NO BID"**

4. ANDERSON MACHINERY AUSTIN, INC.

NEW HOLLAND RG-140	\$139,634.00
ONE TRADE IN, 1980 CAT 12G	TRADE \$23,500.00
	NET PRICE \$116,134.00

***FIVE YEAR COST OF OWNERSHIP = \$57,559.00**

5. TEXANA MACHINERY "NO BID"

BID NUMBER 01WC306 CONT.

page 2 of 4

ITEM: 32,000 LB. ARTICULATED MOTOR GRADER

1. HOLT COMPANY OF TEXAS

CATERPILLAR 140H

\$172,532.00

ONE TRADE IN, 1977 CAT 14G

TRADE \$47,000.00

NET PRICE \$125,532.00

*FIVE YEAR COST OF OWNERSHIP = NEG. \$184.00

2. ROMCO EQUIPMENT CO., INC.

CHAMPION 720A VHP/ VOLVO G720 VHP

\$154,900.00

ONE TRADE IN, 1977 CAT 14G

TRADE \$30,000.00

NET PRICE \$124,900.00

*FIVE YEAR COST OF OWNERSHIP = \$14,976.00

3. ANDERSON MACHINERY AUSTIN, INC.

NEW HOLLAND RG-170

\$173,873.00

ONE TRADE IN, 1977 CAT 14G

TRADE \$22,000.00

NET PRICE \$151,873.00

*FIVE YEAR COST OF OWNERSHIP = \$74,551.00

4. RDO EQUIPMENT

JOHN DEERE 770CH

\$155,882.00

ONE TRADE IN, 1977 CAT 14G

TRADE \$22,500.00

NET PRICE \$133,382.00

*FIVE YEAR COST OF OWNERSHIP "NO BID"

5. TEXANA MACHINERY "NO BID"

ITEM: 4-WHEEL DRIVE BACKHOE LOADER WITH HAMMER

1. HOLT COMPANY OF TEXAS

CATERPILLAR 416C 4X4 W/NPK H-4XL HAMMER

\$76,828.00

ONE TRADE IN, CASE 580D

TRADE \$10,000.00

NET PRICE \$66,828.00

*FIVE YEAR COST OF OWNERSHIP = \$33,353.00

2. TEXANA MACHINERY

CASE 580L TURBO W/TRAMAC 150 HAMMER

\$75,420.00

ONE TRADE IN, CASE 580D

TRADE \$12,000.00

NET PRICE \$63,420.00

*FIVE YEAR COST OF OWNERSHIP = \$37,455.00

BID NUMBER 01WC306 CONT.

page 3 of 4

3. WAUKESHA PEARCE IND.

KOMATSU WB140-2 W/ALLIED MODEL AS 380 STREET HAMMER \$70,950.00

ONE TRADE IN, CASE 580D

TRADE \$7,500.00

NET PRICE \$63,450.00

*FIVE YEAR COST OF OWNERSHIP = \$48,565.00

4. RDO EQUIPMENT

JOHN DEERE 310SE W/OKADA 300 SERIES HAMMER

\$72,555.00

ONE TRADE IN, CASE 580D

TRADE \$8,000.00

NET PRICE \$64,555.00

*FIVE YEAR COST OF OWNERSHIP "NO BID"

5. ANDERSON MACHINERY "NO BID"

ITEM: SELF- PROPELLED 9-WHEEL ROLLER

1. HOLT COMPANY OF TEXAS

CATERPILLAR PS150 B

\$57,230.00

ONE TRADE IN, INGRAM 9-2800

TRADE \$7,000.00

NET PRICE \$50,230.00

*FIVE YEAR COST OF OWNERSHIP = \$22,068.00

2. ROMCO EQUIPMENT CO., INC.

INGERSOL-RAND PT125R

\$47,356.00

ONE TRADE IN, INGRAM 9-2800

TRADE \$2,500.00

NET PRICE \$44,586.00

*FIVE YEAR COST OF OWNERSHIP = \$40,856.00

3. ANDERSON MACHINERY AUSTIN, INC.

HYSTER HYPAC C-530AH

\$66,387.00

ONE TRADE IN, INGRAM 9-2800

TRADE \$2,500.00

NET PRICE \$63,887.00

*FIVE YEAR COST OF OWNERSHIP = \$41,349.00

4. CLOSNER EQUIPMENT CO., INC.

DYNAPAC MODEL CP132

\$48,388.00

ONE TRADE IN, INGRAM 9-2800 "NO BID"

5. TEXANA MACHINERY "NO BID"

BID NUMBER 01WC306 CONT.

page 4 of 4

ITEM: 45,000 LB. TRACK EXCAVATOR WITH HAMMER

1. HOLT COMPANY OF TEXAS

CATERPILLAR 320 C W/NPK E210 HAMMER

\$197,895.00

*FIVE YEAR COST OF OWNERSHIP = \$93,251.00

2. TEXANA MACHINERY

CASE 9030 B W/TRAMAC V32 HAMMER

\$193,843.00

*FIVE YEAR COST OF OWNERSHIP = \$141,991.00

3. ANDERSON MACHINERY AUSTIN, INC.

NEW HOLLAND EC-215LC W/ALLIED 770 HAMMER

\$212,883.00

*FIVE YEAR COST OF OWNERSHIP = \$147,532.00

4. RDO EQUIPMENT CO.

JOHN DEERE 200LC W/OKADA MODEL OKB 312B HAMMER

\$179,815.00

*FIVE YEAR COST OF OWNERSHIP "NO BID"

ITEM: 41,900 LB. CRAWLER LOADER

1. HOLT COMPANY OF TEXAS

CATERPILLAR 963C

\$199,989.00

ONE TRADE IN, 1986 CAT 963 LOADER

TRADE \$32,000.00
NET PRICE \$167,989.00

*FIVE YEAR COST OF OWNERSHIP = \$74,914.00

2. ANDERSON MACHINERY AUSTIN, INC. "NO BID"

3. TEXANA MACHINERY "NO BID"

AGENDA ITEM 26

Consider awarding, rejecting, or extending bid for one or more pieces of mowing equipment for URS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To award bid for one or more pieces of mowing equipment for URS to Taylor Equipment.

Vote: 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

FISCAL YEAR 2001 BID TABULATION FOR MOWING EQUIPMENT

BID NUMBER 01WC308

ITEM: TWO MOWING TRACTORS WITH 15' FLEX-WING MOWERS

1. TAYLOR EQUIPMENT

MASSEY FERGUSON MF4243 W/BUSH HOG 3615	\$28,400.00 X 2 =	\$56,800.00
THREE UNITS FOR TRADE	LESS TRADE	\$10,500.00
	NET COST FOR 2 UNITS	\$43,300.00

2. WILLIAMSON COUNTY EQUIPMENT CO., INC.

CASE IH C90 W/RHINO SR15	\$32,089.00 X 2 =	\$64,178.00
THREE UNITS FOR TRADE	LESS TRADE	\$9,500.00
	NET COST FOR 2 UNITS	\$54,678.00

3. GEORGETOWN FARM SUPPLY

JOHN DEERE 5510 W/JD1518 CUTTER	\$31,380.00 X 2 =	\$62,760.00
THREE UNITS FOR TRADE	LESS TRADE	\$3,000.00
	NET COST FOR 2 UNITS	\$59,760.00

ITEM: ONE NEW MOWING TRACTOR

1. TAYLOR EQUIPMENT

MASSEY FERGUSON MF4243	\$19,680.00
TWO UNITS FOR TRADE	LESS TRADE \$7,000.00
	NET COST OF UNIT \$12,680.00

2. WILLIAMSON COUNTY EQUIPMENT CO., INC.

CASE IH C90	\$23,402.00
TWO UNITS FOR TRADE	LESS TRADE 8,000.00
	NET COST OF UNIT \$15,492.00

3. GEORGETOWN FARM SUPPLY

JOHN DEERE 5510	\$21,255.00
TWO UNITS FOR TRADE	LESS TRADE \$2,000.00
	NET COST OF UNIT \$19,255.00

AGENDA ITEM 27

Consider approving a reimbursement resolution from future park bond issuance for professional services in development of regional park and trail projects.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a reimbursement resolution from future park bond issuance for professional services in development of regional park and trail projects.

Vote: 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

We, the undersigned Commissioners of the Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners' Court of the County convened in a REGULAR MEETING ON THE 5TH DAY OF DECEMBER, 2000, at the Commissioners' Court (the "Meeting"), and the roll was called of the duly constituted officers and members of the County, to-wit:

John Doerfler - County Judge
Mike Heiligenstein - County Commissioner
Greg Boatright - County Commissioner
David Hays - County Commissioner
Frankie Limmer - County Commissioner

and all of the persons were present, except the following absentees: John Doerfler and Mike Heiligenstein, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING REIMBURSEMENT FOR THE WILLIAMSON COUNTY CROSS COUNTRY HERITAGE TRAIL PROJECT AND CONSULTANTS RELATING TO COUNTY REGIONAL PARK PROGRAM

was duly introduced for the consideration of the Commissioners' Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: 3

NOES: 0

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners' Court minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners' Court minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners' Court as indicated therein; that each of the officers and members of the Commissioners' Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the Commissioners' Court has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the 5TH DAY OF DECEMBER, 2000.

Nancy E. Rister
Nancy Rister
County Clerk

John C. Doerfler 12-5-00
John Doerfler
County Judge

[COUNTY SEAL]



**RESOLUTION AUTHORIZING REIMBURSEMENT
FOR THE WILLIAMSON COUNTY CROSS COUNTRY HERITAGE TRAIL PROJECT
AND CONSULTANTS RELATING TO COUNTY REGIONAL PARK PROGRAM**

WHEREAS, the Commissioners' Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

**THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF
WILLIAMSON COUNTY, TEXAS:**

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$400,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS DECEMBER 5, 2000.

John C. Doerfler 12-5-00
John Doerfler
County Judge

EXHIBIT A

Costs associated with (i) consultants relating to the County regional park program and (ii) the Williamson County Cross Country Heritage Trail Project.

AGENDA ITEM 28

Comments from commissioners.

Commissioner Limmer inquired about the jail and court facility expansion project.

Commissioner Limmer mentioned that he has a meeting with attorney Ted Hejl and an architect on Thursday, December 7, 2000 to obtain advice on drawing up a contract for the design/build project.

The commissioners and County Attorney Gene Taylor discussed the pros and cons of expanding the existing site vs. building a new facility on Inner Loop.

Commissioner Boatright asked for a standing agenda item every Tuesday, concerning the jail and court facility.

COMMISSIONERS' COURT ADJOURNED AT 10:53 A.M. ON TUESDAY, DECEMBER 5, 2000.

DEVELOPER'S AGREEMENT

Avery Ranch Road District No. 1

THIS DEVELOPER'S AGREEMENT (this "*Agreement*") is by and among the undersigned **Continental Homes of Texas, L.P.**, a Texas limited partnership ("*Continental*"), **Developers of Avery Ranch, Ltd.**, a Texas limited partnership ("*Central Avery Ranch Developer*"), **The Golf Club at Avery Ranch, Ltd.**, a Texas limited partnership (the "*Golf Course Developer*"), and **Rathgeber Investment Company, Ltd.**, a Texas limited partnership ("*Rathgeber*"), all as developers of Avery Ranch (as defined herein), and **Williamson County**, a political subdivision of the State of Texas (the "*County*") on this the 5th day of December, 2000, and joined herein for the limited purposes set forth herein by **Pebble Creek Joint Venture**, a Texas joint venture partnership ("*PCJV*") and **Charles Needham Avery, III, Trustee of the Exemption Equivalent Trust created under the Will of Charles Needham Avery, Jr., Deceased** (the "*Avery Trust*"), **Avery Ranch Company, Ltd.**, a Texas limited partnership ("*ARC*", and together with the Avery Trust, sometimes collectively referred to as the "*Avery Family*"), and **RH of Texas Limited Partnership**, a Maryland limited partnership ("*Ryland*").

RECITALS:

WHEREAS, on the 14th day of November, 2000, the Commissioners' Court of Williamson County has authorized the creation of the Avery Ranch Road District No. 1 (the "*District*"), and

WHEREAS, as consideration for the creation of said district, Continental, Central Avery Ranch Developer, the Golf Course Developer, and Rathgeber (collectively, the "*Developers*") desire to agree to the construction of Avery Ranch Boulevard within the District, as described below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, and in consideration of the creation of the District by the County, the undersigned Developers covenant and agree as follows:

1. **Dedication of Land.** The Developers have previously dedicated or caused to be dedicated in fee simple to the County the necessary right-of-way for Avery Ranch Boulevard, the legal description of which is shown on Exhibit "A".

2. **Road District.**

(a) **Purpose.** The District agrees to pursue the levy of ad valorem taxes on property within the District in accordance with Chapter 257 of the Texas Transportation Code, as amended, with the limitation that the purpose of the District is to issue bonds to reimburse the Developers for costs of public improvements for the Project including road and related irrigation, landscaping, fencing, and drainage facilities as further provided in the Order of the County creating the District (the "*Improvements*").

(b) **Time and Amount of Reimbursement.** The District agrees to use its best efforts to sell bonds for the improvements, but cannot guarantee that the sale thereof and will not be obligated to offer the bonds for sale in contravention of any laws of the State of Texas. Within forty-

five (45) days of the District's receipt of the proceeds of the bonds to finance the acquisition of the Improvements, the District shall reimburse the Developers. It is specifically understood and agreed by the parties that the issuance of bonds to acquire such Improvements will most likely be accomplished through a series of bond sales over time. The District's financial advisor shall advise the District as to the amount of bonds that can be prudently sold from time to time. No bonds shall be issued, when taken together with any other County debt issued pursuant to Article III, Section 52, in an amount exceeding 25% of the total assessed value of real property in the District.

(c) Conditions to Reimbursement. The District obligation to issue the bonds and to reimburse the Developers for funds advanced for the Improvements shall be subject to the following terms and conditions:

- (1) No bonds will be issued until the District receives the recommendation of its financial advisor that the sale and amount of each particular bond issue is feasible and prudent based upon a number of considerations including the overlapping tax rate, tax collections history, percentage of collections, and assessed valuation to debt;
- (2) The Developers agree not to request the issuance of indebtedness by the District until such time as the assessed value of the land in the District is such that the proposed debt amount (when aggregated with all other existing or authorized [but not retired] debt of the District) is ten percent (10%) or less of such assessed value of land and improvements in the District.
- (3) The Developers shall, at their expense, submit to the District a market study, in a form acceptable to the County, prepared by a recognized feasibility consultant illustrating the demand for and feasibility of the type of development contemplated and/or underway within the District;
- (4) Construction of the road will be (i) carried out through the award of contracts in substantial conformity with the bid procedure applicable to the County, and (ii) performed in accordance with the road standards and rules of the County;
- (5) The road or improvement will not be opened for public use or accepted by official action of the County before the District agreed to the reimbursement.
- (6) The construction contract for the road will be approved by the Commissioner's Court of the County;
- (7) Receipt of a bona fide bid or commitment to purchase the bonds;
- (8) Approval of the bonds by the Attorney General of the State of Texas and registration of the bonds by the Comptroller of Public Accounts of the State of Texas;
- (9) The District shall not be obligated to consider the issuance of bonds in an amount less than \$1,000,000.00; and

(9) The Developers are current on all taxes, fees and obligations to the District and no additional District bonds will be issued if any outstanding bonds are in default or reserve funds have been drawn down and not replenished.

The bonds shall be offered on terms and conditions generally accepted in the bond market for similar types of obligations and at a net effective interest rate, taking into consideration any discount or premium, not to exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "25 Revenue Bond Index" during the one month preceding the bond sale. The District shall not be obligated to sell or issue any amount of bonds in excess of the amount then recommended by the District's financial advisor. Each bond issue will fund a reserve fund to the maximum extent permitted by federal and state tax law unless determined unnecessary by the financial advisor.

3. **Cost of Improvements to be Funded by Developers.** The Developers shall promptly pay the costs of the Improvements as the same become due, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Improvements; all payments arising under any contracts entered into for the construction of the improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Improvements. The District shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Improvements, but shall only be obligated to reimburse the Developers in the manner and to the extent provided in Section 2(b) of this Agreement.

4. **Construction Phases - Avery Ranch Boulevard.** The Developers agree that Avery Ranch Boulevard will be constructed in three phases in accordance with the following schedule:

(a) **Phase I.** Phase I of the construction of Avery Ranch Boulevard will be the construction of four lanes from Parmer Lane west to the existing railroad track, as shown on Exhibit "B". In addition, Phase I will include the construction of two lanes from Parmer Lane east to the eastern boundary of the Avery Ranch and of the District, also as shown on Exhibit "B".

(b) **Phase II.** Phase II of the construction of Avery Ranch Boulevard shall consist of the construction of the other two lanes of Avery Ranch Boulevard from Parmer Lane east to the eastern boundary of the Avery Ranch and of the District, and the construction of either two or four lanes of traffic (as may be determined appropriate by the Developers and the County), from the railroad tracks in the western portion of the Avery Ranch to the western boundary line of the Avery Ranch, as shown on Exhibit "B".

(c) **Phase III.** Phase III of the construction of Avery Ranch Boulevard shall be the construction of the additional two lanes of such road from the railroad track to the western property line, assuming that such additional two lanes have not been constructed as part of Phase II (it being the intent of the Developers and the County that not more than four lanes shall be constructed by the Developers).

5. **Timing of Construction.** The Developers agree that Phase I of the construction of Avery Ranch Boulevard will be completed by December 31, 2001.

The Developers agree that they will commence construction of those portions of the Avery Ranch Boulevard comprising Phase II at such time as the Developers complete construction of 1000 legally platted residential lots within Avery Ranch. The Developers agree that they will complete construction of all aspects of Phase II of Avery Ranch Boulevard by December 31, 2006.

The Developers agree that they will commence construction of Phase III of Avery Ranch Boulevard at such time as the Developers complete construction of 2000 residential lots in Avery Ranch, and they will complete construction by December 31, 2009.

The County may construct or cause to be constructed, or improve or cause to be improved, any portion of Avery Ranch Boulevard at anytime, and the Developers agree to issue or cause to be issued debt sufficient to reimburse the County for all costs of construction, including engineering costs, subject to the limit on indebtedness described in Section 2 above and applicable law.

Nothing herein shall restrict the Developers from building more than one phase at any given time or from building any phase or phases ahead of the schedule set forth herein.

6. **Construction of Improvements.** All improvements will be constructed in a good and workmanlike manner in accordance with the ordinances, rules, and regulations of the County, and all other applicable regulatory agencies.

7. **Indemnity.** The Developers shall indemnify and hold the District harmless from and against all losses, costs, damages, expenses and liabilities (herein collectively referred to as "Losses") of whatsoever nature, including, but not limited to, attorneys' fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against the District or to which the District may be party, even if groundless, false or fraudulent, directly, or indirectly resulting from, arising out of or relating to the acquisition, purchase or construction of the Improvements. In the event of any actions brought against the District in which indemnification by the Developers is applicable, the District shall promptly give written notice to the Developers, and the Developers shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. The District shall have the right, at its expense, to employ separate counsel and to participate in the investigation and defense of any such action. The Developers shall not be liable for the settlement of any such action made by the District without the consent of the Developers; provided, however, that in the event of any settlement entered into with the consent of the Developers of any final judgment for a plaintiff in any such action, the Developers shall indemnify and hold the District harmless from and against any losses incurred by reason of such settlement or judgment. The expiration of the terms of this Agreement shall not relieve the Developers from any liability initiated hereunder arising prior to the expiration of this Agreement. Provided, however, this indemnification shall expire and terminate two (2) years after the later to occur of (i) the Improvements have been accepted for maintenance by the applicable governmental authority, or (ii) the Developers have received final reimbursement from the District for the costs of the Improvements.

8. **Continuing Securities Disclosure.** The Developers agree to provide periodic information and notices of material events regarding the Developers and the Developers'

development within the District in accordance with the Securities and Exchange Commission Rule 15c2-12.

9. **Notice of District.** The Developers covenant to provide notice to anyone that purchases land within the District of its existence and ability to issue bonds (similar to the notice given regarding the existence of municipal utility districts).

10. **Violation of this Agreement.** In the event that the Developers or their respective 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.

11. **Owner's Consent.** PCJV, the Avery Family, and Ryland, the present owners of portions the Avery Ranch (in addition to the Developers), consent to the execution of this Agreement. Nothing herein shall create or impose any liability on PCJV, the Avery Family, and/or Ryland.

12. **Notice.** Except as otherwise provided to the contrary herein, any notice, request, demand, statement or consent given or made hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested and shall be deemed given when postmarked and addressed as follows:

If to the County:

Williamson County
Attn: County Judge
710 Main Street, Suite 210
Georgetown, Texas 78726

With copy to:

Charles Crossfield, Esq.
Brown McCarroll Sheets & Crossfield, L.L.P.
309 East Main Street
Round Rock, Texas 78644
Phone: 512.255.8877; Fax: 512.255.8986

If to Developers, to:

If to Continental:

Continental Homes of Texas, L.P.
Attn: Mr. Terry Mitchell
12554 Riata Vista Circle, 2nd Floor
Austin, Texas 78727
Phone: 512.345.4663; Fax: 512.345.6080

With copy to:

Timothy C. Taylor, Esq.
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Phone: 512.236.2390; Fax: 512.236.2002

If to Central Avery
Ranch Developer:

Developers of Avery Ranch, Ltd.
c/o Robert D. Wunsch
2414 Exposition Blvd., Suite 280
Austin, Texas 78703
Phone: 512.381.1282; Fax: 512.381.1280

If to Rathgeber:

c/o Dick Rathgeber
2711 Hillview Green Lane
Austin, Texas 78703
Phone: 512.472.0590; Fax: 512.835.9865

With copy to:

Mr. Matt Harriss
10300 Metropolitan
Austin, Texas 78758
Phone: 512.837.6550; Fax: 512.837.6953

If to Golf Course
Developer:

The Golf Club at Avery Ranch, Ltd.
Attn: Robert D. Wunsch
2414 Exposition Blvd., Suite 280
Austin, Texas 78703
Phone: 512.381.1281; Fax: 512.381.1282

With copy to:

J. Winston Chapman
Rash Chapman Schreiber & Porter, L.L.P.
2112 Rio Grande Street
Austin, Texas 78705-5526
Phone: 512.477.7543; Fax: 512.474.0954

Any party may designate a change of address by notice to the other parties, given at least fifteen (15) days before such change of address is to become effective. The foregoing notwithstanding, any notice hereunder shall be effective when actually received by the party to whom such notice is being sent.

13. **Miscellaneous.**

(a) *"Avery Ranch"* means the land in Williamson County, Texas, shown and pictured on Exhibit "B" attached hereto.

(b) **Texas Law to Apply.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THE CONTRACT ARE PERFORMABLE IN WILLIAMSON COUNTY, TEXAS.

(c) **Assignment; Parties Bound.** This Agreement may be assigned by the Developers only with the prior written approval of the County, which approval will not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns.

(d) Authority. The County represents and warrants to the Developers that the County is duly authorized and empowered to enter into this Agreement. Each Developer and Owner represents and warrants to the County that it has the requisite authority to enter into this Agreement. Each signatory to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the party for whom such person is signing.

(e) Force Majeure. The Developers and the County agree that the obligations of each party shall be subject to events of force majeure such as natural calamity, strike, and Acts of God.

(f) No Partnership. PCJV, Continental, Central Avery Ranch Developer, Rathgeber, and the Golf Course Developer are not partners or joint venturers. In no event will any of the parties hereto be liable or responsible for any contractual, tortuous, or other liability, obligation, or debt of any other party, whether a party to this Agreement or otherwise.

(g) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

(h) Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(i) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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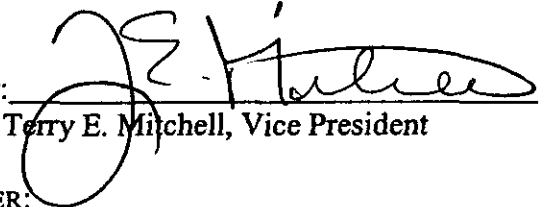
Executed to be effective _____.

THE DEVELOPERS:

CONTINENTAL:

Continental Homes of Texas, L. P.
(a Texas limited partnership)

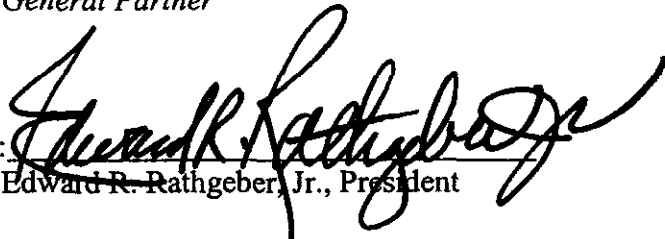
By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: 
Terry E. Mitchell, Vice President

RATHGEBER:

Rathgeber Investment Company, Ltd.
(a Texas limited partnership)

By: Rathgeber Investment GP, Inc.
(a Texas corporation)
Its General Partner

By: 
Edward R. Rathgeber, Jr., President

GOLF COURSE DEVELOPER:

The Golf Club at Avery Ranch, Ltd.
(a Texas limited partnership)

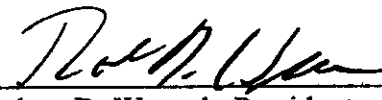
By: A.R. Golf Management Co., L.L.C.
(a Texas limited liability company)
Its General Partner

By: 
Robert D. Wunsch, President

CENTRAL AVERY RANCH DEVELOPER:

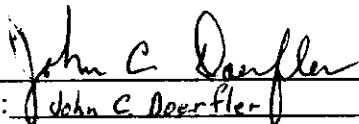
Developers of Avery Ranch, Ltd.
(a Texas limited partnership)

By: RWR Development Company, L.L.C.
(a Texas limited liability company)
Its General Partner

By: 
Robert D. Wunsch, President

THE COUNTY:

Williamson County, Texas

By: 
Name: John C. Daerfler
Title: County Judge 12/5/00

Owner's ConsentPCJV:**Pebble Creek Joint Venture**
(a Texas joint venture partnership)By: Rathgeber Investment Company, Ltd.
(a Texas limited partnership)
*Managing Partner*By: Rathgeber Investment GP, Inc.
(a Texas corporation)
*Its General Partner*By: 
Edward R. Rathgeber, Jr.
PresidentAVERY FAMILY:

Charles Needham Avery, III, Trustee of the
Exemption Equivalent Trust created under the Will of
Charles Needham Avery, Jr., Deceased**Avery Ranch Company, Ltd.**
(a Texas limited partnership)By: CJAC, Inc.
(a Texas corporation)
*Its General Partner*By: _____
John S. Avery, President

RH of Texas Limited Partnership
(a Maryland limited partnership)

By: Ryland Homes of Texas, Inc.
(a Texas corporation)
Its General Partner

By: _____
Name: _____
Title: _____