

AGENDA ITEM 12

Consider approving line item transfer for Court Reporter Fund:

from:	0355-0355-004100	Professional Services	3,500.00
to:	0355-0355-004232	Training	3,500.00

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve line item transfer for Court Reporter Fund:

from:	0355-0355-004100	Professional Services	3,500.00
to:	0355-0355-004232	Training	3,500.00

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

355 Ct. Reporter Fund
 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 1st day of MAY, 2001, a motion made by COMMISSIONER HAYS and duly seconded by JUDGE DOERFLER the motion carried by a vote of 4 votes for, 0 votes against, with Commissioner Heiligenstein absent from the dais.

THEREFORE, BE IT ORDERED THAT THE 2001 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
0355-0355-004100	Professional Ser.	\$ 3,500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
0355-0355-004232	Training	\$ 3,500.00

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.

John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister, County Clerk

Regular Agenda

AGENDA ITEM 13

Discuss and consider granting a variance request from 180' radii for Bailey Oaks Subdivision.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To grant a variance request from 180' radii for Bailey Oaks Subdivision.

Vote: 5 - 0

AGENDA ITEM 14

Discuss and consider approving preliminary plat of Bailey Oaks Subdivision.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve preliminary plat of Bailey Oaks Subdivision.

Vote: 5 - 0

AGENDA ITEM 15

Discuss and consider approving preliminary plat of Silver Creek Ranch, Section 5.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the preliminary plat of Silver Creek Ranch, Section 5, **with a note to include the 60' easement on Lot 4, showing that as possible future expansion of Silver Creek.**

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 16

Discuss and consider approving preliminary plat of Silver Creek Ranch South.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the preliminary plat of Silver Creek Ranch South.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 17

Discuss and consider assigning CR #291 to un-named road between CR 237 and CR 310.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To assign CR #291 to un-named road between CR 237 and CR 310.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 18

Consider selecting one member for salary grievance committee.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To contact Kim Bohac of Taylor, to see if she is willing to serve on the salary grievance committee.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

7
X

Kim Bohac

interviewed

BC

*noted 5-1-01
Cohen C*

2102 Quail Cove Taylor, Tx 76574

AGENDA ITEM 19

Consider approving contract with S&P Communications for radio maintenance.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve contract with S&P Communications for radio maintenance.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >



Wide Area Dispatch • On-Site Radio Systems • Wireless Data Systems • Vehicle Tracking Systems

April 14, 2001

Ms. Geniva Simpson
911 Communications Director
Williamson County, TX

Geniva,

As you may have heard, we have signed a contract with Round Rock to service their mobile and portable only radio equipment outside of any arrangements with Motorola.

If you would consider a similar arrangement, we will provide the required labor and materials to maintain your Motorola two-way radio equipment per the following price schedule. Our quote includes an option to provide battery replacement for portable radios. Replacement batteries may or may not be Motorola branded. They will, however, meet or exceed original equipment specifications and warranty.

Qty	Item	Ea/Mo	Total/Mo
63	Low-tier trunked mobile (Maxtrac)	\$ 5.25	\$ 330.75
10	Mid-tier trunked mobile (LCS2000)	\$ 6.25	\$ 62.50
154	High-tier trunked mobile (Spectra, MCS2000)	\$ 7.50	\$1155.00
231	High-tier trunked portable radio (MTS2000, LTS 2000)	\$ 8.25	\$1905.75
231	Battery replacement option	\$ 4.25	\$ 981.75
1	Weekly pickup/delivery	\$320.00	\$ 320.00
1	System management option	\$420.00	\$ 420.00
	Total monthly		\$5,175.75

Note: The weekly pickup/delivery charge may be reduced if Georgetown elects similar coverage and will share a common schedule. All repair work to be done at our shop or, if necessary, at the Motorola depot.

Scope of work for this agreement will be same as terms of our standard maintenance agreement (copy attached). If battery coverage is elected, the agreement will be modified with our Gold Coverage addendum (copy attached).

This proposal does not include coverage for any fixed stations or accessory items.

In previous discussions, you had requested additional services for which we make the following offer.

Maintenance of system information

In consideration of your acceptance of our maintenance agreement offer, we will prepare spreadsheets which accurately reflect the current programming status of your fleet and will reprogram ids and templates as you direct for a flat rate of \$7,500 and will deliver these spreadsheets and programming files to you in electronic format.

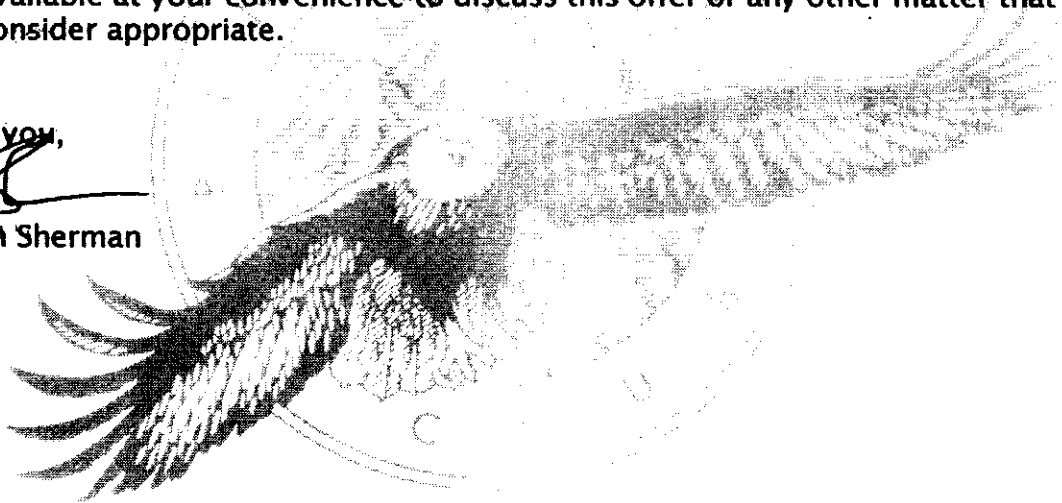
We will maintain these files and reprogram unit ids as directed by authorized Williamson County representatives as additional maintenance agreement services for an additional \$420 per month. Updated files will be delivered to your office monthly.

Further, we will prepare new templates as you require at a flat rate of \$250 per template and will deliver the templates to your office in electronic format.

I am available at your convenience to discuss this offer or any other matter that may consider appropriate.

Thank you,


Nathan Sherman



MOTOROLA

Authorized Two-Way
Radio Dealer





MOTOROLA

Authorized Two-Way
Radio Dealer



Wide Area Dispatch • On-Site Radio Systems • Wireless Data Systems • Vehicle Tracking Systems

Gold Service Plan Addendum to Maintenance Agreement For Williamson County, Tx

This agreement provides for:

1. All-inclusive coverage including replacement of batteries, standard antennas, cables, etc. on covered equipment that fails during ordinary usage. Specialized antennas (linebackers, elevated feed, disguise, etc) and specialized accessory items (surveillance systems, external VOX microphones, noise reduction headsets, etc.) will be repaired or replaced at service center's ordinary pricing without labor charges.
2. Cost protection for repairs not covered by the scope of this contract (failures from other than ordinary usage) to the extent that the unit is repairable will be repaired for the service center's cost exclusive of any labor or freight charges.
3. Next day airfreight services for support needs such as depot returns or special order parts needs.
4. Replacement of batteries and portable radio antennas are limited to one per year per covered radio. Replacement is subject to service center's verification of battery or antenna's failed condition.
5. Installation services provided by other than service center are subject to inspection and certification by service center as acceptable by ordinary industry standards. A charge to bring substandard installations to comply with ordinary standards will be made by the service center in accordance with its prevailing standard labor rates.
6. This agreement does not include on-site service unless specified in the Service Agreement equipment schedule.
7. A retroactive charge to the origin date of the contract for any unit that may be presented for repair that is not included on this agreement's inventory schedule.
8. Maintenance of Williamson's County's fleet and fleet records including alias., unit identifications, template assignments and unit identification reprogramming. Reprogramming jobs to be done at service center shop or at customer location only in coordination with weekly pickup/delivery calls or, at discretion service center, other area service calls. These records to be updated monthly and presented to an authorized Williamson County representative in electronic format.
9. Construction of new templates at flat rate of \$250 per template. Such new templates to be delivered to an authorized Williamson County representative in electronic format as requested.

	CUSTOMER	MODEL #	SERIAL #	PORTABLE OR MOBILE (P OR M)
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2	WILLIAMSON CTY.	?	15E05892U01	P
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4	WILLIAMSON CTY.	MTS2000	486AAA1796	P
5	WILLIAMSON CTY.	MTS2000	486AAA1796Z	P
6	WILLIAMSON CTY.	MTS2000	486AAA1797	P
7	WILLIAMSON CTY.	MTS2000	486AAA1798	P
8	WILLIAMSON CTY.	MTS2000	486AAA2631Z	P
9	WILLIAMSON CTY.	MTS2000	486AAA2632Z	P
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RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

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RECORDS MEMORANDUM
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RECORDS MEMORANDUM
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235	WILLIAMSON CTY.	Maxtrac	481SVF0018	P?
236	WILLIAMSON CTY.	Maxtrac	481SVF0022	P?
237	WILLIAMSON CTY.	Maxtrac	481SVF0027	P?
238	WILLIAMSON CTY.	Maxtrac	481SVF0030	P?
239	WILLIAMSON CTY.	Maxtrac	481SVF0035	P?
240	WILLIAMSON CTY.	Maxtrac	481SVF0080	P?
241	WILLIAMSON CTY.	Maxtrac	481SVF0081	P?
242	WILLIAMSON CTY.	Maxtrac	481SVX5995	M?
243	WILLIAMSON CTY.	Maxtrac	481SVX5996	M?
244	WILLIAMSON CTY.	Maxtrac	481SVX8002	M?
245	WILLIAMSON CTY.	Maxtrac	481SVX8019	M?
246	WILLIAMSON CTY.	Maxtrac	481SVX8060	M?
247	WILLIAMSON CTY.	Maxtrac	481SVX8127	M?
248	WILLIAMSON CTY.	Maxtrac	481SVX8128	M?
249	WILLIAMSON CTY.	Maxtrac	481SVX8129	M?
250	WILLIAMSON CTY.	Maxtrac	481SVX8131	M?
251	WILLIAMSON CTY.	Maxtrac	481SVX8132	M?
252	WILLIAMSON CTY.	Maxtrac	481SVX8133	M?
253	WILLIAMSON CTY.	Maxtrac	481SVX8136	M?
254	WILLIAMSON CTY.	Maxtrac	481SVX8137	M?
255	WILLIAMSON CTY.	Maxtrac	481SVX8138	M?
256	WILLIAMSON CTY.	Maxtrac	481SVX8146	M?
257	WILLIAMSON CTY.	Maxtrac	481SVX8149	M?
258	WILLIAMSON CTY.	Maxtrac	481SVX8150	M?
259	WILLIAMSON CTY.	Maxtrac	481SVX8154	M?
260	WILLIAMSON CTY.	Maxtrac	481SVX8155	M?
261	WILLIAMSON CTY.	Maxtrac	481SVX8157	M?
262	WILLIAMSON CTY.	Maxtrac	481SVX8158	M?
263	WILLIAMSON CTY.	Maxtrac	481SVX8161	M?
264	WILLIAMSON CTY.	Maxtrac	481SVX8169	M?
265	WILLIAMSON CTY.	Maxtrac	481SVX8171	M?
266	WILLIAMSON CTY.	Maxtrac	481SVX8172	M?
267	WILLIAMSON CTY.	Maxtrac	481SVX8173	M?
268	WILLIAMSON CTY.	Maxtrac	481SVX8182	M?
269	WILLIAMSON CTY.	Maxtrac	481SVX8183	M?
270	WILLIAMSON CTY.	Maxtrac	481SVX8184	M?
271	WILLIAMSON CTY.	Maxtrac	481SVX8185	M?
272	WILLIAMSON CTY.	Maxtrac	481SVX8186	M?
273	WILLIAMSON CTY.	Maxtrac	481SVX8187	M?
274	WILLIAMSON CTY.	Maxtrac	481SVX8188	M?
275	WILLIAMSON CTY.	Maxtrac	481SVX8189	M?
276	WILLIAMSON CTY.	Maxtrac	481SVX8190	M?
277	WILLIAMSON CTY.	Maxtrac	481SVX8192	M?
278	WILLIAMSON CTY.	Maxtrac	481SVX8194	M?
279	WILLIAMSON CTY.	Maxtrac	481SVX8196	M?
280	WILLIAMSON CTY.	Maxtrac	481SVX8197	M?
281	WILLIAMSON CTY.	Maxtrac	481SVZ5283	M?
282	WILLIAMSON CTY.	Maxtrac	481SVZ5284	M?
283	WILLIAMSON CTY.	Maxtrac	481SVZ5285	M?
284	WILLIAMSON CTY.	Maxtrac	481SVZ5289	M?
285	WILLIAMSON CTY.	Maxtrac	481SWD5570	M?
286	WILLIAMSON CTY.	Maxtrac	481SWD5577	M?
287	WILLIAMSON CTY.	Maxtrac	481SWD5583	M?
288	WILLIAMSON CTY.	Maxtrac	481SWH5981	M?
289	WILLIAMSON CTY.	Maxtrac	481SWH5982	M
290	WILLIAMSON CTY.	Maxtrac	481SWH5984	M?
291	WILLIAMSON CTY.	Maxtrac	481SWH5988	M
292	WILLIAMSON CTY.	Maxtrac	481SWH5991	M
293	WILLIAMSON CTY.	Maxtrac	481SWH5992	M?
294	WILLIAMSON CTY.	Spectra	581AIN0083	M
295	WILLIAMSON CTY.	Spectra	581AVG0235	M
296	WILLIAMSON CTY.	Spectra	581AWA0144	M
297	WILLIAMSON CTY.	Spectra	581AWA0146	M
298	WILLIAMSON CTY.	Spectra	581AWA0147	M
299	WILLIAMSON CTY.	Spectra	581AWA0299	M
300	WILLIAMSON CTY.	C5 DVP	581AWA0300	M
301	WILLIAMSON CTY.	Spectra	581AWA0313	M
302	WILLIAMSON CTY.	Spectra	581AWA0702	M?
303	WILLIAMSON CTY.	Spectra	581AWA0703	M
304	WILLIAMSON CTY.	Spectra	581AWA0704	M?
305	WILLIAMSON CTY.	Spectra	581AWA0705	M
306	WILLIAMSON CTY.	Spectra	581AWA0707	M
307	WILLIAMSON CTY.	Spectra	581AWA0710	M
308	WILLIAMSON CTY.	Spectra	581AWA0711	M
309	WILLIAMSON CTY.	Spectra	581AWA0712	M
310	WILLIAMSON CTY.	Spectra	581AWA0713	M
311	WILLIAMSON CTY.	Spectra	581AWA0714	M
312	WILLIAMSON CTY.	Spectra	581AWA0715	M

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 clearly legible for satisfactory recodation.

	CUSTOMER	MODEL #	SERIAL #	PORTABLE OR MOBILE (P OR M)
313	WILLIAMSON CTY.	Spectra	581AWA0716	M
314	WILLIAMSON CTY.	Spectra	581AWA0719	M
315	WILLIAMSON CTY.	Spectra	581AWA0721	M
316	WILLIAMSON CTY.	Spectra	581AWA0722	M
317	WILLIAMSON CTY.	Spectra	581AWA0723	M
318	WILLIAMSON CTY.	Spectra	581AWA0724	M
319	WILLIAMSON CTY.	Spectra	581AWA0726	M
320	WILLIAMSON CTY.	Spectra	581AWA0727	M
321	WILLIAMSON CTY.	Spectra	581AWA0730	M
322	WILLIAMSON CTY.	Spectra	581AWA0731	M
323	WILLIAMSON CTY.	Spectra	581AWA0732	M
324	WILLIAMSON CTY.	Spectra	581AWA0733	M
325	WILLIAMSON CTY.	Spectra	581AWA0734	M
326	WILLIAMSON CTY.	Spectra	581AWA0735	M
327	WILLIAMSON CTY.	Spectra	581AWA0736	M
328	WILLIAMSON CTY.	Spectra	581AWA0737	M
329	WILLIAMSON CTY.	Spectra	581AWA0738	M
330	WILLIAMSON CTY.	Spectra	581AWA0741	M
331	WILLIAMSON CTY.	Spectra	581AWA0742	M
332	WILLIAMSON CTY.	Spectra	581AWA0743	M
333	WILLIAMSON CTY.	Spectra	581AWA0744	M
334	WILLIAMSON CTY.	Spectra	581AWA0745	M
335	WILLIAMSON CTY.	Spectra	581AWA0746	M
336	WILLIAMSON CTY.	C5	581AWA0747	M
337	WILLIAMSON CTY.	Spectra	581AWA0748	M
338	WILLIAMSON CTY.	Spectra	581AWA0749	M
339	WILLIAMSON CTY.	Spectra	581AWA0750	M
340	WILLIAMSON CTY.	Spectra	581AWA0751	M
341	WILLIAMSON CTY.	Spectra	581AWA0752	M
342	WILLIAMSON CTY.	Spectra	581AWA0754	M
343	WILLIAMSON CTY.	Spectra	581AWA0755	M
344	WILLIAMSON CTY.	Spectra	581AWA0757	M
345	WILLIAMSON CTY.	C5 DVP	581AWA0759	M
346	WILLIAMSON CTY.	C5 DVP	581AWA0760	M
347	WILLIAMSON CTY.	C5 DVP	581AWA0761	M
348	WILLIAMSON CTY.	C5	581AWA0762	M
349	WILLIAMSON CTY.	C5 DVP	581AWA0763	M
350	WILLIAMSON CTY.	C5 DVP	581AWA0764	M
351	WILLIAMSON CTY.	C5 DVP	581AWA0765	M
352	WILLIAMSON CTY.	Spectra	581AWA0766	M
353	WILLIAMSON CTY.	C5 DVP	581AWA0767	M
354	WILLIAMSON CTY.	C5 DVP	581AWA0769	M
355	WILLIAMSON CTY.	C5 DVP	581AWA0770	M
356	WILLIAMSON CTY.	C5 DVP	581AWA0771	M
357	WILLIAMSON CTY.	C5 DVP	581AWA0773	M
358	WILLIAMSON CTY.	Spectra	581AWA0774	M
359	WILLIAMSON CTY.	C5 DVP	581AWA0775	M
360	WILLIAMSON CTY.	Spectra	581AWA0776	M
361	WILLIAMSON CTY.	Spectra	581AWA0778	M
362	WILLIAMSON CTY.	Spectra C5 DVP	581AWA0779	M
363	WILLIAMSON CTY.	C5 DVP	581AWA0780	M
364	WILLIAMSON CTY.	Spectra	581AWA0781	M
365	WILLIAMSON CTY.	Spectra	581AWA0784	M
366	WILLIAMSON CTY.	Spectra	581AWA0786	M
367	WILLIAMSON CTY.	Spectra	581AWA0789	M
368	WILLIAMSON CTY.	Spectra	581AWA0790	M
369	WILLIAMSON CTY.	Spectra	581AWA0792	M
370	WILLIAMSON CTY.	C5 DVP	581AWA0793	M
371	WILLIAMSON CTY.	Spectra	581AWA0794	M
372	WILLIAMSON CTY.	Spectra	581AWA0795	M
373	WILLIAMSON CTY.	Spectra	581AWA0796	M
374	WILLIAMSON CTY.	Spectra	581AWA0797	M
375	WILLIAMSON CTY.	Spectra	581AWA0798	M
376	WILLIAMSON CTY.	Spectra	581AWA0799	M
377	WILLIAMSON CTY.	Spectra	581AWG0208	M?
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381	WILLIAMSON CTY.	Spectra	581AWG0282	M?
382	WILLIAMSON CTY.	Spectra	581AWG0283	M?
383	WILLIAMSON CTY.	Spectra	581AWG0286	M?
384	WILLIAMSON CTY.	Spectra	581AWG0288	M?
385	WILLIAMSON CTY.	Spectra	581AWG0289	M?
386	WILLIAMSON CTY.	Spectra	581AWG0289	M?
387	WILLIAMSON CTY.	Spectra	581AWG0291	M?
388	WILLIAMSON CTY.	Spectra	581AWG0292	M?
389	WILLIAMSON CTY.	Spectra	581AWG0293	M?
390	WILLIAMSON CTY.	Spectra	581AWG0294	M?

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clearly legible for satisfactory recording.

	CUSTOMER	MODEL #	SERIAL #	PORTABLE OR MOBILE (P OR M)
391	WILLIAMSON CTY.	Spectra	581AWG0295	M?
392	WILLIAMSON CTY.	Spectra	581AWG0296	M?
393	WILLIAMSON CTY.	Spectra	581AWG0297	M?
394	WILLIAMSON CTY.	Spectra	581AWG0300	M
395	WILLIAMSON CTY.	Spectra	581AWG0301	M?
396	WILLIAMSON CTY.	Spectra	581AWG0303	M
397	WILLIAMSON CTY.	Spectra	581AWG0304	M
398	WILLIAMSON CTY.	Spectra	581AWG0305	M
399	WILLIAMSON CTY.	Spectra	581AWG0306	P
400	WILLIAMSON CTY.	Spectra	581AWG0307	M
401	WILLIAMSON CTY.	Spectra	581AWG0308	M
402	WILLIAMSON CTY.	Spectra	581AWG0309	P
403	WILLIAMSON CTY.	Spectra	581AWG0310	M
404	WILLIAMSON CTY.	Spectra	581AWG0311	M
405	WILLIAMSON CTY.	Spectra	581AWG0312	M
406	WILLIAMSON CTY.	Spectra	581AWG0313	P
407	WILLIAMSON CTY.	Spectra	581AWG0314	M
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409	WILLIAMSON CTY.	Spectra	581AWG0318	P
410	WILLIAMSON CTY.	Spectra	581AWG0319	M
411	WILLIAMSON CTY.	Spectra	581AWG0320	P
412	WILLIAMSON CTY.	Spectra	581AWG0321	M
413	WILLIAMSON CTY.	Spectra	581AWG0322	M
414	WILLIAMSON CTY.	Spectra	581AWG0323	M
415	WILLIAMSON CTY.	Spectra	581AWG0324	M
416	WILLIAMSON CTY.	Spectra	581AWG0325	M
417	WILLIAMSON CTY.	Spectra	581AWG0326	M
418	WILLIAMSON CTY.	Spectra	581AWG0327	P
419	WILLIAMSON CTY.	Spectra	581AWG0328	M
420	WILLIAMSON CTY.	Spectra	581AWG0329	M
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422	WILLIAMSON CTY.	Spectra	581AWG0331	M
423	WILLIAMSON CTY.	Spectra	581AWG0332	P
424	WILLIAMSON CTY.	Spectra	581AWG0333	M
425	WILLIAMSON CTY.	Spectra	581AWG0334	M
426	WILLIAMSON CTY.	Spectra	581AWG0335	M
427	WILLIAMSON CTY.	Spectra	581AWG0336	M
428	WILLIAMSON CTY.	Spectra	581AWG0337	M
429	WILLIAMSON CTY.	Spectra	581AWG0783	M?
430	WILLIAMSON CTY.	Spectra	581AWG0787	M
431	WILLIAMSON CTY.	Spectra	581AWG0791	M
432	WILLIAMSON CTY.	Spectra	581AWG5243	P
433	WILLIAMSON CTY.	Spectra	581AWY0087	M
434	WILLIAMSON CTY.	Spectra	581AZN0085	M
435	WILLIAMSON CTY.	Spectra	581WAW0753	M
436	WILLIAMSON CTY.	800 MHz Portable	878SYD8787	P
437	WILLIAMSON CTY.	MCS2000	722AAA0393	M
438	WILLIAMSON CTY.	MCS2000	722AAA0395	M
439	WILLIAMSON CTY.	MCS2000	722AAA0396	M
440	WILLIAMSON CTY.	MCS2000	722AXG1124	M
441	WILLIAMSON CTY.	MCS2000	722AXU1438	M
442	WILLIAMSON CTY.	MCS2000	722AXV1441	M
443	WILLIAMSON CTY.	MCS2000	722AXV1442	M
444	WILLIAMSON CTY.	MCS2000	722AYJ0673	M
445	WILLIAMSON CTY.	MCS2000	722AYJ0674	M
446	WILLIAMSON CTY.	MCS2000	722AYJ0675	M
447	WILLIAMSON CTY.	MCS2000	722AYL0941	M
448	WILLIAMSON CTY.	MCS2000	722AZY3304	M
449	WILLIAMSON CTY.	LCS2000	780SYB5844	M?
450	WILLIAMSON CTY.	LCS2000	780SYB5887	M?
451	WILLIAMSON CTY.	LCS2000	780SYB5878	M?
452	WILLIAMSON CTY.	LCS2000	780SYB6212	M?
453	WILLIAMSON CTY.	LCS2000	780SYB8347	M?
454	WILLIAMSON CTY.	LCS2000	780SYB8379	M?
455	WILLIAMSON CTY.	LCS2000	780SYD5316	M?
456	WILLIAMSON CTY.	LCS2000	780SYD5396	M?
457	WILLIAMSON CTY.	LCS2000	780SYD5397	M?
458	WILLIAMSON CTY.	LCS2000	780SYD5398	M?

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 clearly legible for satisfactory recordation.



MOTOROLA

Communications and Electronics Inc.

Authorized Communications Service Station

This is to certify that

S & P COMMUNICATIONS

AUSTIN, TX

is an Authorized Motorola Communications Service Station by virtue of,
and subject to an appointment by the undersigned

January 12, 1996

Effective this date of

Vice President—National Service Manager

05/01/2001



05/01/2001

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General Services Commission

1711 San Jacinto P.O. Box 13047

Austin, Texas 78711-3047

Web Site: www.gsc.state.tx.us

(512) 463-3035

CHAIRMAN
Gene Shull
COMMISSIONERS
Tomas Cardenas, Jr., P.E.
Jim Cox
Dionicio Vidal Flores, P.E.
Fred N. Moses
Barbara Rusting

NOV 12 1999

November 10, 1999

S & P Communications
Brian Sherman
6712 Randolph Blvd.
San Antonio, TX 78233

RE: VID# 1-74-202-1234-600
QISV Catalogue Purchasing Program

Dear Mr. Sherman:

Your company has been designated as a Qualified information Systems Vendor (QISV) with the General Services Commission (GSC). With this designation your company has been approved to market the computer and/or telecommunication products/services as approved in your QISV catalogue application. If your company submitted a paper-based catalogue with your application you have 45 calendar days from the date of this letter to submit and meet the URL requirements or the program as outlined in GSC Guideline Statement #Q9801, Universal Resource Locator (URL) and E-mail.

To maintain your QISV status there are requirements that must be met on an ongoing basis. **Please note that failure to meet these requirements could result in suspension from this program.** These requirements are:

- 1) To maintain the approved QISV catalogue on the Internet as indicated in the GSC Guideline Statement #Q9801;
- 2) Maintain an active status on the GSC Centralized Master Bidders List (CMBL), including but not limited to paying fees and meeting other requirements as designated by the CMBL;
- 3) Provide the program with an annual report detailing the volume and value of orders placed by each eligible entity per GSC Guideline Statement #Q9804; and
- 4) Update the program with the most current information concerning your company. Changes to products or services provided, including pricing, must follow GSC Guideline Statement #Q9802.

State agencies are required to utilize this program when making purchases for commodities and services pertaining to this program. GSC Cooperative Purchasing Program members are also eligible to use this program. This eligible purchasing, entities have full authority to utilize this program.

You may wish to view our Internet home page at <http://www.gsc.state.tx.us/stpurch/qisv.html> for the guideline statements and additional information about the program. We look forward to your continued success with this program and the State of Texas. If you need to contact the program, you may do so at 512-463-8889, fax 512-463-3503 or E-mail gsc-qisv@gsc.state.tx.us.

Sincerely,


Jamie L. Spiegel, Program Administrator
Catalogue Purchasing

cc: Catalogue Vendor File

EF1

SERVICE AGREEMENT

1. DEFINITIONS. CSC shall mean S & P Communications; "Customer" shall mean the customer named in the Agreement; and "Product" shall collectively mean the Equipment and Software which CSC and Customer agree in this Agreement to Service. Such Product is listed on the front of this Agreement.

2. ACCEPTANCE. The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which will become a Service Agreement when acknowledged in writing by CSC, and the banking, negotiation or other use of any payment shall not constitute an acceptance by CSC. It is agreed that Service will be provided only on the terms and conditions contained in this Agreement. CSC shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing.

3. SERVICE DEFINED.

a. CSC agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product will be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. CSC will also Service other Product purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of other Product to Customer, service fees for Service of such other Product will be added to the billing cycle. In the event of loss, damage, theft or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to CSC. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which CSC receives such written report.

b. Mobile Product will be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request.

c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front side of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does/does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, and fires. Service performed for non-covered repairs will be billed at CSC's contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.

d. Where telephone lines and Product are used in conjunction with CSC maintained product, CSC shall have no obligation or responsibility for such telephone lines or Product but will, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.

e. Customer will indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

f. At the end of twelve (12) months of Service or any time thereafter, if Product cannot in CSC's opinion be properly or economically repaired, because but not limited to excessive wear, deterioration or unavailability of parts, CSC, in its sole option, may remove such Product from this Agreement on thirty (30) days prior written notice to Customer sent by Certified mail or may increase the price to Service such Product on thirty (30) days prior written notice to Customer sent by certified mail. Customer has thirty (30) days from receipt of notice of price increase to object to such increase. Upon Customer's objection to such increase, CSC shall remove such Product from this Agreement. Customer's obligation to pay service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.

4. SERVICE STANDARDS. The Product will be serviced by CSC in accordance with accepted industry standards including use of original manufacturer's parts or parts of equal quality.

5. TIME AND PLACE OF SERVICE.

a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify CSC immediately of Product failure and allow CSC full and free access to the Product. Waiver of liability or other restrictions shall not be imposed as a site access requirement. Customer will allow CSC to use necessary machines, communications, facilities, features and other product (except as normally supplied by CSC) at no charge. Mobiles and removable Product shall be delivered by Customer to the CSC Service Center indicated on the front side of this Agreement.

b. Hours of Service under this Agreement will be the normal working hours, excluding holidays, of CSC unless other wise indicated on the front side of this Agreement.

6. PAYMENT/TAXES. On or about the date each payment is due as set forth on the front side of this Agreement, CSC will send Customer an invoice covering the service fees for the next Payment Period. All other charges shall be billed separately, and the Customer shall pay the amount of each invoice within ten (10) days of its date to CSC. Each invoice shall be due and payable whether or not the Product is operating, and CSC may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to CSC. Customer shall reimburse CSC for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of CSC and State income and franchise taxes of CSC.

7. RIGHT TO SUBCONTRACT. CSC shall have the right to subcontract in part the Service called for by this Agreement.

8. REVISION OF FEES. Prior to an Anniversary of the "Date Service Ends" indicated on the front side of this Agreement, CSC may revise the service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the "Date Service Ends" or any Anniversary of it upon thirty (30) days prior written notice to CSC sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.

9. AUTOMATIC RENEWAL. After the "Date Service Ends" indicated on the front side of this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either CSC or Customer may terminate this Agreement on the "Date Service Ends" or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.

10. WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, CSC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. FCC AND OTHER GOVERNMENT MATTERS. Although CSC may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other Federal, State or Local governmental agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither CSC nor any of its employees is an agent of Customer in FCC or other governmental matters. CSC, however, may assist in preparation of the FCC license application at no charge to Customer.

12. ENTIRE AGREEMENT. Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between CSC and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.

13. AMENDMENT. No modification of or additions to this Agreement shall be binding upon CSC unless such modification is in writing and signed by CSC and an authorized agent of Customer.

14. VALIDITY. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.

15. HEADINGS. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

16. LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

17. ASSIGNMENT. No assignment or transfer, in whole or in part, of this Agreement shall be binding upon CSC without its prior written consent.

18. WAIVER. Failure or delay on the part of CSC or Customer to exercise any right, power or privilege under this Agreement shall not operate as waiver of any right, power or privilege of this Agreement.

AGENDA ITEM 20

Discuss and take appropriate action on a transportation enhancement grant application.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve submission of transportation enhancement grant application, with segments 1 and 2 listed as priority projects.

Vote: **5 - 0**

< Attachment >

Nancy Ledbetter
Special Projects Coordinator

Williamson County
Advanced Planning

To: Commissioners' Court

Date: March 19, 2001

Subject: Enhancement Funding

TxDOT announced a call for project nominations to the Statewide Transportation Enhancement Program. This program is different than other transportation programs because of its orientation toward non-traditional transportation projects.

Below is a summary of the project eligibility for enhancement funds. Projects must be submitted to CAMPO by May 21, 2001 for CAMPO PAC endorsement on June 11th. Projects are then forwarded to the TxDOT District office for evaluation and ranking (in coordination with the Federal Highway Administration (FHWA)). The Texas Transportation Commission (TxTC) makes the final decision for funding approval. There is \$150 million available statewide for the current call for enhancement projects and proposed projects would compete statewide. The TxTC will be selecting projects during the winter of 2001.

The proposed project must have a direct relationship to the surface transportation system by **function** (facilities originally designed as part of the system or bicycle/pedestrian facilities that serve the system) or **impact** (activities aesthetically improving a roadway median through a landscape activity or creating wetlands by filtering pollution from highway water runoff). Eligible categories include:

1. Provision of facilities for pedestrians and bicycles
2. Provision of safety and education activities for pedestrians and bicycles
3. Acquisition of scenic easements and scenic or historic sites
4. Scenic or historic highway program (including the provision of tourist and welcome center facilities)
5. Landscaping and other scenic beautification
6. Historic preservation
7. Rehabilitation and operation of historic transportation buildings, structures or facilities (including historic railroad facilities and canals)
8. Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails)
9. Control and removal of outdoor advertising
10. Archaeological planning and research
11. Environmental mitigation of water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity
12. Establishment of transportation museums.

The funds provided by this program are on a cost reimbursement basis. Projects undertaken with enhancement funds are eligible for reimbursement of up to 80 percent of allowable costs, which may include plans, specifications, estimates, environmental

Williamson County • Advanced Planning

400 West Main Street • Suite 218 • Round Rock • Texas • 78664
512.248.3238 • 512.248.3243/fax • nledbetter@wilco.org

Nancy Ledbetter**Williamson County****Special Projects Coordinator****Advanced Planning**

mitigation, acquisition of real property, construction, construction management, administrative expenses, and interpretation or other activities to enhance the appreciation of natural or cultural resources. The nominating entity is responsible for the remaining cost share. All cost overruns must be paid for by the nominating entity. Costs incurred before TxDOT's authorization to proceed are not reimbursable.

Recommendation

Things that come immediately to mind are perhaps something to do with the wildflower center and "velloway" type facility being planned for the County. Also, perhaps we could leverage some of the \$10 million set aside for environmental mitigation for the road bond projects. I need to know more about the bond program before I can make more recommendations but I can talk to Weaver about this possibility tomorrow at Commissioners' Court. Although the program could pay for up to 80% of eligible expenses, there is fierce competition and proposals offering local funds closer to 50% than 80% might stand a better chance of obtaining funds. Please call me at 248-3238 if you have any questions or suggestions of possible projects you would like for me to research.

Williamson County • Advanced Planning**400 West Main Street • Suite 218 • Round Rock • Texas • 78664****512.248.3238 • 512.248.3243/fax • nledbetter@wilco.org**

AGENDA ITEM 21

Consider approving interlocal agreement with City of Georgetown regarding construction and maintenance of west Inner Loop.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve interlocal agreement with City of Georgetown regarding construction and maintenance of west Inner Loop.

Vote: **5 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2001, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is considering the design and construction of a two lane roadway, 24' wide with 10' shoulders from Williams Drive (FM 2338) to Leander Road (FM 2243), approximately in the location shown in Exhibit "A", attached hereto and incorporated herein (the "Inner Loop West"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:


I.**TERMS AND CONDITIONS**

1. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of one-half of the proposed Inner Loop West roadway, including the acquisition of all necessary right-of-way and related costs.
2. As consideration for the construction of the Inner Loop West by the County, the City will, as soon as possible after any segment of the Inner Loop West is open to the public, annex all right-of-way within said segment, maintain the roadway within said segment, and construct or cause to be constructed in the future the other half of the roadway as traffic demand warrants.

II.

MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.


JOHN DOERFLER
County Judge
Williamson County, Texas

MARYELLEN KERSCH, Mayor
City of Georgetown, Texas

ATTEST:

Secretary

AGENDA ITEM 22

Consider approving interlocal agreement with Leander ISD and the city of Cedar Park pertaining to location of countywide communications tower.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Leander ISD and the City of Cedar Park pertaining to location of countywide communications tower.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2001, by and between WILLIAMSON COUNTY (the "County"), BOARD OF TRUSTEES, LEANDER INDEPENDENT SCHOOL DISTRICT ("LISD"), and the CITY OF CEDAR PARK (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and the City desire to have a communication tower and related structures for utilities which would service such tower (the "Tower") built by Motorola on a parcel of land located within the corporate limits of the City; and

WHEREAS, LISD owns a certain tract of real property located in the City more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property") and is desirous of granting a non-exclusive, 99-year easement on the Property to the County for the purpose of constructing such Tower, as well as a road that will provide access to such Tower; and

WHEREAS, the County will incur costs in building such Tower, roadway, enhanced protective fencing, and maintenance of such easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

TERMS AND CONDITIONS

1. LISD hereby agrees to grant a non-exclusive, 99-year easement on the Property to the County for the purpose of constructing such Tower, as well as a roadway that will provide access to such Tower. At the end of such term, such easement shall revert to LISD, together with all improvements constructed thereon.
2. The County agrees to, at its own expense, have such Tower and roadway built on such easement, including but not limited to utility structures, culverts, utility connections, and enhanced protective fencing.
3. Additionally, the County agrees to, at its own expense, make such repairs and improvements as may be necessary to maintain such Tower, roadway and easement so long as such Property is used for such Tower.
4. The parties agree that the County shall have the right to occupy the top position from the top of the tower for the Williamson County county-wide communication system. The parties further agree that the City shall have the right to occupy the second position from the top of the tower for the City's back-up communication system. The County and the City communications systems will have microwave dishes located at the lowest level of the tower between 115 and 160 feet. Finally, the parties agree that LISD shall have the right to occupy the third position from the top of the tower for LISD's communication system.
5. All parties shall use a contractor or vendor to perform such construction or maintenance services as is approved by the County.
6. Should any party not actively use its allocated portion of the tower within three (3) years and one or both of the other parties desire to use such space, the parties may negotiate such reallocation of space on the tower.

7. Should any party not actively use its allocated portion of the tower within three (3) years and another governmental entity desires to use such space, the parties may negotiate the reallocation of such space with such governmental entity, provided all initial parties are given the right of first refusal on such space and provided that such new entity passes an intermodulation study.
8. LISD understands and agrees that all costs associated with attaching their communication system to the Tower, including but not limited to an intermodulation study, transmission antennas, transmission lines, tower supports, equipment platforms, generators, other equipment and shelters, shall be borne by LISD.

II.

MISCELLANEOUS

1. **Notice.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered and received when actually received, or, if earlier and regardless of whether actually received, upon deposit in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below or sent by facsimile transmission to:

If to Williamson County:

Judge John Doerfler
County Judge, Williamson County

Georgetown, TX 78626

Phone: (512)

Fax: (512)

If to Leander Independent School District:

Board of Trustees, Leander Independent School District
Tom Glenn, Superintendent

P.O. Box 218

Leander, TX 78646-0218

Phone: (512) 434-5061

Fax: (512) 434-5398

If to City of Cedar Park:

City of Cedar Park

Attn: Bob Hughey, Interim City Manager

600 North Bell Boulevard

Cedar Park, TX 78613

Phone: (512) 258-4121

Fax: (512) 258-6083

2. **Governing Law; Venue.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.
3. **Integration; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or their officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing

(referring specifically to this Agreement) executed by the parties.

4. **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.
5. **Non-Discrimination.** The parties agree that the following non-discrimination provision applies to this Agreement:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon the County, LISD and the City and their respective heirs,

personal representatives, successors and assigns, for a period of this Agreement.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the County, LISD and the City and their respective heirs, personal representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
7. **Assignment.** No party may assign this Agreement without the express written consent of the other parties which consent shall not be unreasonably withheld.
8. **Further Acts.** In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
9. **Date of Agreement.** The effective date of this Agreement shall for all purposes be the date stated below.

Dated this ____ day of March, 2001.

WILLIAMSON COUNTY

By John C. Doerfler 5-1-01
JOHN DOERFLER
County Judge
Williamson County, Texas

LEANDER INDEPENDENT SCHOOL
DISTRICT:
BOARD OF TRUSTEES, LEANDER
INDEPENDENT SCHOOL DISTRICT

By _____
Tom Glenn, Superintendent

CITY OF CEDAR PARK

By Bob Young
Bob Young
Mayor of Cedar Park

ATTEST:

Alvin M. Barnes
City Secretary

AGENDA ITEM 23

Discuss and take appropriate action on Sutton Co. School lands.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To make a counter offer on the remaining 1,476 acres of the Sutton County school lands, at \$500.00 per acre, with item A(2) of the contract revised to read "½ of the participating mineral rights."

Vote: 5 - 0

< Attachment >

Main Street Realty

Scott J. Jacoby, Broker

April 26, 2001

Judge Doerfler
Williamson County
710 Main Street, Suite 201
Georgetown, Tx 78626

RE: Property in Sutton County

Dear Judge Doerfler:

Please find enclosed the Farm & Ranch Contract on the 1,476 acres which is the only parcel left. This contract is for \$375 per acre. This tract is 5 miles south of I-10, with a paved county road going through the east side of it. It has two water wells, both with electric pumps, is cross fenced and has had some brush control. This is the most improved property you have, and it is my opinion, should bring more than the other property which is contracted for \$400.00 per acre. I would suggest countering with \$425.00 or there about. If this person doesn't accept, I think someone else will.

Also, note on page 5, #9, the closing date is for September 14, 2001 which will be when this year's lease is over.

If you have any questions or concerns, please feel free to contact me.

Sincerely,



Scott J. Jacoby
Broker

SJJ:jfh

Enclosures



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-99

FARM AND RANCH CONTRACT

1. PARTIES: Williamson County (Seller) agrees to sell and convey to Carl R. Lang, Rhesa W. Lang (Buyer) and Buyer agrees to buy from Seller the property described below.

2. PROPERTY: The land situated in Sutton County, Texas, described as follows: 1476 +/- acres of land in eastern Sutton County. More fully described as Survey 1, Abstract 780, Williamson County

or as described on attached exhibit, together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims and permits, easements, all rights and obligations of applicable government programs and cooperative or association memberships. Included with the sale are the following items, if any: windmills and tanks, domestic water systems, curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish with controls and equipment, permanently installed heating and air conditioning units, window air conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures, including chandeliers, water softener, stove, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property.

The following crops and equipment are included: None

The following property is not included: _____

All property sold by this contract is called the "Property." The Property will be conveyed subject to the following exceptions, reservations, conditions and restrictions (if none, insert "none"):

A. Minerals, Royalties, and Timber Interests:

(1) Presently outstanding in third parties:

None

(2) To be additionally retained by Seller:

1/2 mineral rights

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

B. Mineral Leases:

As recorded in the Sutton County Clerk's office.

C. Surface Leases:

To remain intact, transferable to buyer upon closing.

D. Easements:

As recorded in the Sutton County Clerk's office.

Initialed for identification by Buyer [Signature] and Seller [Signature]

01A

TREC NO. 25-3

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

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Farm and Ranch Contract

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E. Restrictions, Zoning Ordinances or other Exceptions:
As recorded in Sutton County Clerk's office.

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 153,500.00
 B. (1) Sum of all financing described in Paragraph 4 \$ 401,500.00
 (2) Less: face amount of any lender required stock < \$1,500.00 >
 (3) Difference between B(1) and B(2) \$ 400,000.00
 C. Sales Price [sum of A and B(3)] \$ 553,500.00
 D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6B, and the number of acres over or under _____ acres will be multiplied by \$ _____ per acre. The result thereof will be added to or subtracted from the Sales Price, and the cash amount set out in 3A will be adjusted accordingly; however, if the amount set out in 3A is to be adjusted by more than 10% either party may terminate this contract and the earnest money will be refunded to Buyer.

4. **FINANCING:** Within 5 days after the effective date of this contract Buyer shall apply for all third party financing or noteholder's approval of any assumption and make every reasonable effort to obtain financing or assumption approval. Financing or assumption approval will be deemed to have been obtained when the lender determines that Buyer has satisfied all of lender's financial requirements (those items relating to Buyer's net worth, income and creditworthiness). If financing (including the face amount of any lender required stock) or assumption approval is not obtained within 30 days after the effective date hereof, this contract will terminate and the earnest money will be refunded to Buyer. Each note to be executed hereunder must be secured by vendor's and deed of trust liens.

The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ **A. THIRD PARTY FINANCING:**

- ☒ (1) This contract is subject to approval for Buyer of a third party first lien note of \$ 401,500.00 (including the face amount of any lender required stock) payable at annual intervals for not less than 10 years with the initial interest rate not to exceed 8.500 % per annum.
☐ (2) This contract is subject to approval for Buyer of a third party second lien note of \$ _____ (including the face amount of any lender required stock) payable at _____ intervals for not less than _____ years with the initial interest rate not to exceed _____ % per annum.

☐ **B. SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____, bearing _____ % interest per annum, secured by vendor's and deed of trust liens, in accordance with the terms and conditions set forth in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

☐ **C. ASSUMPTION:**

- ☐ (1) Buyer shall assume the unpaid principal balance of a first lien promissory note payable to _____ dated _____, which unpaid balance at closing will be \$ _____ (including the face amount of any lender required stock). The total current monthly payment including principal, interest and any reserve deposits is \$ _____. Buyer's initial payment will be the first payment due after closing.
☐ (2) Buyer shall assume the unpaid principal balance of a second lien promissory note payable to _____ dated _____, which unpaid balance at closing will be \$ _____ (including the face amount of any lender required stock). The total current monthly payment including principal, interest and any reserve deposits is \$ _____. Buyer's initial payment will be the first payment due after closing.

If any assumed loan initially required the purchase of lender's stock, the sale of the Property will include such stock.

Buyer's assumption of an existing note includes all obligations imposed by the deed of trust securing the note. If the unpaid principal balance(s) of any assumed loan(s) as of the Closing Date varies from the loan balance(s) stated above, the ☐ cash payable at closing ☐ Sales Price will be adjusted by the amount of any variance; provided, if the total principal balance of all assumed loans varies in an amount greater than \$500.00 at closing, either party may terminate this contract and the earnest money will

Initialed for identification by Buyer [Signature] and Seller [Signature]

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

TREC NO. 25-3

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RECORDERS MEMORANDUM

05/01/2001

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Farm and Ranch Contract

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be refunded to Buyer unless the other party elects to eliminate the excess in the variance by an appropriate adjustment at closing. If the noteholder on assumption requires (a) Buyer to pay an assumption fee in excess of \$ _____ in C(1) above or \$ _____ in C(2) above, and Seller declines to pay such excess or (b) an increase in the interest rate to more than _____ % in C(1) above or _____ % in C(2) above; or (c) any other modification of the loan documents, Buyer may terminate this contract and the earnest money will be refunded to Buyer. A vendor's lien and deed of trust to secure assumption will be required, which will automatically be released on execution and delivery of a release by noteholder. If Seller is released from liability on any assumed note, the vendor's lien and deed of trust to secure assumption will not be required.

NOTICE TO BUYER: The payments, interest rates or other terms of some loans may be adjusted by the lender at or after closing. If you are concerned about the possibility of future adjustments, do not sign the contract without examining the notes and deeds of trust.

NOTICE TO SELLER: Your liability to pay the note assumed by Buyer will continue unless you obtain a release of liability from the lender. If you are concerned about future liability, you should use the TREC Release of Liability Addendum.

- ☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING: Within _____ days after the effective date of this contract, Buyer shall deliver to Seller ☐ credit report ☐ verification of employment including salary ☐ verification of funds on deposit in financial institutions ☐ current financial statement to establish Buyer's creditworthiness for assumption approval or seller financing and ☐ _____

If Buyer's documentation is not delivered within the specified time, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery, and the earnest money will be paid to Seller. If this contract is not so terminated, Seller will be deemed to have accepted Buyer's credit. If the documentation is timely delivered, and Seller determines in Seller's sole discretion that Buyer's credit is unacceptable, Seller may terminate this contract by notice to Buyer within 7 days after expiration of the time for delivery and the earnest money will be refunded to Buyer. If Seller does not so terminate this contract, Seller will be deemed to have accepted Buyer's credit. Buyer hereby authorizes any credit reporting agency to furnish to Seller at Buyer's sole expense copies of Buyer's credit reports.

5. **EARNEST MONEY:** Buyer shall deposit \$ 10,000.00 as earnest money with Sonora Abstract Company at 212 NE Main Street, Sonora, TX 76950 (Address), as escrow agent, upon execution of this contract by both parties. Additional earnest money of \$ _____ must be deposited by Buyer with escrow agent on or before _____. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

- ☒ A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (the Title Policy) issued by Stewart Title Company (the Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
 - (2) Liens created as part of the financing described in Paragraph 4.
 - (3) Those matters specifically described in Paragraph 2.
 - (4) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
 - (5) The standard printed exception as to marital rights.
 - (6) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (the Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand deliver the Commitment and related documents to Buyer at Buyer's address shown below. If the Commitment is not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days.

- ☐ B. **SURVEY:** (Check one box only)
- ☐ (1) Within _____ days after the effective date of this contract, Buyer shall obtain a survey at Buyer's expense.

Initialed for Identification by Buyer [Signature] and Seller [Signature]

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

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TREC NO. 25-3

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Farm and Ranch Contract

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- ☐ (2) Within _____ days after the effective date of this contract, Seller shall cause a survey to be delivered to Buyer at Seller's expense.
- ☐ (3) Within _____ days after the effective date of this contract, Seller will deliver to Buyer the existing survey plat of the Property dated _____, which
☐ will ☐ will not be recertified to a date subsequent to the effective date of this contract at the expense of ☐ Buyer ☐ Seller.

The survey must be made by a Registered Professional Land Surveyor acceptable to the Title Company and any lender.

Buyer will have 7 days after the receipt of the latter of the Commitment or survey to object in writing to matters disclosed in the Commitment or survey except for those matters specifically described in Paragraph 2. Buyer's failure to object under Paragraph 6 within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment will not be deemed to have been waived. Seller shall cure the timely objections of Buyer or any third party lender within 20 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer elects to waive the objections.

- ☐ C. ABSTRACT OF TITLE: TREC Addendum for Abstract of Title, or an addendum required by the parties, is attached.

NOTICE TO SELLER AND BUYER:

- (1) Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and the Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) Eligibility for government farm program benefits may depend upon compliance with a soil conservation plan for the Property. Buyer is advised to determine whether the property is subject to and in compliance with a plan before signing this contract.
- (4) Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum either promulgated by TREC or required by the parties should be used.
- (5) If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) If the Property abuts the tidally influenced submerged lands of the state, Section 33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum either promulgated by TREC or required by the parties should be used.
- (7) Unless expressly prohibited in writing by the parties, Seller may continue to show the Property for sale and to receive, negotiate and accept back-up offers.
- (8) Any residential service contract that is purchased in connection with this transaction should be reviewed for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

7. PROPERTY CONDITION:

- A. INSPECTIONS, ACCESS AND UTILITIES: Buyer may have the Property inspected by an inspector selected by Buyer, licensed by TREC or otherwise permitted by law to make such inspections. Seller shall permit access to the Property at reasonable times for inspection, appraisal, commitment and for

Initialed for Identification by Buyer [Signature] and Seller [Signature]

TREC NO. 25-3

(TAR-1701) 11-8-99

TAR, P.O. Box 2246, Austin, TX 78768-2246

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RECORDERS MEMORANDUM

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Farm and Ranch Contract

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reinspection after repairs and treatment have been completed. Seller shall pay for turning on utilities for inspection and reinspection.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO SECTION 5.008, TEXAS PROPERTY CODE (Notice) (check one box only):

- ☐ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs.

☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. An addendum providing such disclosure ☐ is ☒ is not attached.

D. ACCEPTANCE OF PROPERTY CONDITION: (check one box only):

- ☐ (1) In addition to any earnest money deposited with escrow agent, Buyer has paid Seller \$ _____ (the "Option Fee") for the (i) right to inspect the Property at Buyer's cost, (ii) right to conduct feasibility studies as Buyer deems necessary and (iii) unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract. If Buyer gives notice of termination within the time specified, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. If Buyer does not give notice of termination within the time specified, Buyer will be deemed to have accepted the Property in its current condition and the Option Fee ☐ will ☐ will not be credited to the Sales Price at closing.

- ☐ (2) Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment: _____

E. LENDER REQUIRED REPAIRS AND TREATMENTS (REPAIRS): Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs or treatments for wood destroying insects. If the cost of lender required repairs exceeds 5% of the Sales Price, Buyer may terminate this contract.

F. COMPLETION OF REPAIRS AND TREATMENT. Unless otherwise agreed by the parties in writing, Seller shall complete all agreed repairs and treatment prior to the Closing Date. Repairs and treatments must be performed by persons who regularly provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatment prior to the Closing Date, Buyer may do so and the Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatment.

8. BROKER'S FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING: The closing of the sale will be on or before September 14, 2001, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (the Closing Date). If financing or assumption approval has been obtained pursuant to Paragraph 4, the Closing Date will be extended up to 15 days if necessary to comply with lender's closing requirements (for example, appraisal, survey, insurance policies, lender-required repairs, closing documents). If either party fails to close this sale by the Closing Date, the non-defaulting party will be entitled to exercise the remedies contained in Paragraph 15. At closing Seller shall furnish tax statements or certificates showing no delinquent taxes, and a general warranty deed conveying good and indefeasible title showing no additional exceptions to those permitted in Paragraph 6.

10. POSSESSION: Seller shall deliver possession of the Property to Buyer on funding and closing in its present or required condition, ordinary wear and tear excepted. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a temporary lease form promulgated by TREC or required by the parties will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership or possession as insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

Initialed for identification by Buyer [Signature] and Seller _____

TREC NO. 25-3

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11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to this sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

All executive rights and 1/2 minerals owned will be conveyed to Buyer at time of closing.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

- (1) Appraisal fees will be paid by Buyer
- (2) The total of loan discount fees (including any Texas Veterans' Housing Assistance Program Participation Fee) may not exceed 0.000 % of the loan of which Seller shall pay 0 and Buyer shall pay the remainder. The total of any buydown fees may not exceed N/A which will be paid by N/A
- (3) Seller's Expenses: Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses stipulated to be paid by Seller under other provisions of this contract.
- (4) Buyer's Expenses: Loan application, origination and commitment fees; loan assumption costs; preparation and recording of deed of trust to secure assumption; lender required expenses incident to new loans, including PMI premium, preparation of loan documents, recording fees, tax service and research fees, warehouse or underwriting fees, copies of restrictions and easements, amortization schedule, premiums for mortgagee title policies and endorsements required by lender, credit reports, photos; required premiums for flood and hazard insurance; required reserve deposit for insurance premiums and ad valorem taxes; interest on all monthly installment notes from date of disbursements to one month prior to dates of first monthly payments; customary Program Loan costs for Buyer; one-half of escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. In no event will Buyer pay charges and fees expressly prohibited by the Texas Veterans' Housing Assistance Program or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If a loan is assumed and the lender maintains an escrow account, the escrow account must be transferred to Buyer without any deficiency. Buyer shall reimburse Seller for the amount in the transferred account. Buyer shall pay the premium for a new insurance policy. If taxes are not paid at or prior to closing, Buyer will be obligated to pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Seller's obligations under this paragraph are independent of any obligations of Seller under Paragraph 7.

Initialed for identification by Buyer [Signature] and Seller [Signature]

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RECORDERS MEMORANDUM

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15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **DISPUTE RESOLUTION:** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.
17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
18. **ESCROW:** The earnest money is deposited with escrow agent with the understanding that escrow agent is not (a) a party to this contract and does not have any liability for the performance or nonperformance of any party to this contract, (b) liable for interest on the earnest money and (c) liable for any loss of earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. At closing, the earnest money must be applied first to any cash down payment, then to Buyer's closing costs and any excess refunded to Buyer. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties. If one party makes written demand for the earnest money, escrow agent shall give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money. Escrow agent's notice to the other party will be effective when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the other party at such party's address shown below. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the Sales Price unless securing payment of any loans assumed by Buyer and (b) assumed loans will be without default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the Earnest Money will be refunded to Buyer. All representations contained in this contract will survive closing.
20. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
21. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (list):
Mediation Agreement and Exhibit "A"
22. **CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This is intended to be a legally binding contract. **READ IT CAREFULLY.** If you do not understand the terms of this contract, consult

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your attorney BEFORE signing.

Buyer's

Attorney is: _____

Seller's

Attorney is: _____

23. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:

To Buyer at:

Carl and Rhesa Lang

PO Box 1275

Sonora TX 76950

Telephone: 915-387-3537

Facsimile: _____

To Seller at:

Williamson County

710 Main, Suite 201

Georgetown, TX 78626

Telephone: 512-943-1550

Facsimile: 512-943-1662

EXECUTED the _____ day of _____, _____ (THE EFFECTIVE DATE). (BROKER: FILL IN IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Carl R. Lang

Buyer Rhesa W. Lang

Seller Williamson County

Seller

The form of this contract has been approved by the Texas Real Estate Commission. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Extensive riders or additions are not to be used. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 25-3. This form replaces TREC NO. 25-2.

BROKER INFORMATION AND RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total sales price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Carl R. Lang

Other Broker represents

0299458

License No.

- ☐ Seller as Listing Broker's subagent
☐ Buyer only as Buyer's agent

Scott J. Jacoby

Listing Broker represents

0202419

License No.

- ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Associate

Telephone

Broker Address

Telephone

Facsimile

Listing Associate

Telephone

Selling Associate

Telephone

215 E. Main St., Sonora, TX 76950

Broker Address

915-387-6115

Telephone

915-387-2402

Facsimile

RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____

Date: _____

By: _____

Telephone: _____

Address

Facsimile: _____

City

State

Zip Code

01A

TREC NO. 25-3

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

01-08-01

MEDIATION ADDENDUM CONCERNING THE PROPERTY AT

1475 +/- acres in Sutton County

Sonora

(Street Address and City)

The parties to the contract agree to negotiate in good faith in an effort to resolve any dispute related to the transaction set forth in this contract that may arise between the parties or between a party and a broker.

Disputes will be submitted to mediation before resorting to litigation.

The obligations of this Mediation Addendum will survive closing.

☒ If the need for mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and share the cost of mediation equally.

☐ If the need for mediation arises, mediation services will be provided by _____ and the parties to the dispute shall share the cost of mediation equally.

NOTE: Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who helps to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

RECORDERS MEMORANDUM

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Date: _____

Buyer Carl R. Lang

Seller Williamson County

Buyer Rhessa W. Lang

Seller

Since brokers are not parties to the contract, their signatures are not required on this addendum. However, any broker who signs this addendum is bound by its terms.

Other Broker

Scott J. Jacoby
Listing Broker

By: _____

By: _____

The form of this addendum has been approved for voluntary use by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544. (<http://www.trec.state.tx.us>) TREC No. 35-2. This form replaces TREC No. 35-1.

(TAR-1905) 1-08-01

Main Street Realty 215 E Main, Sonora TX 76950
Phone: 915-387-6115

TAR, P.O. Box 2246, Austin, TX 78768-2246

Main Street Realty

Fax: 915-387-2402
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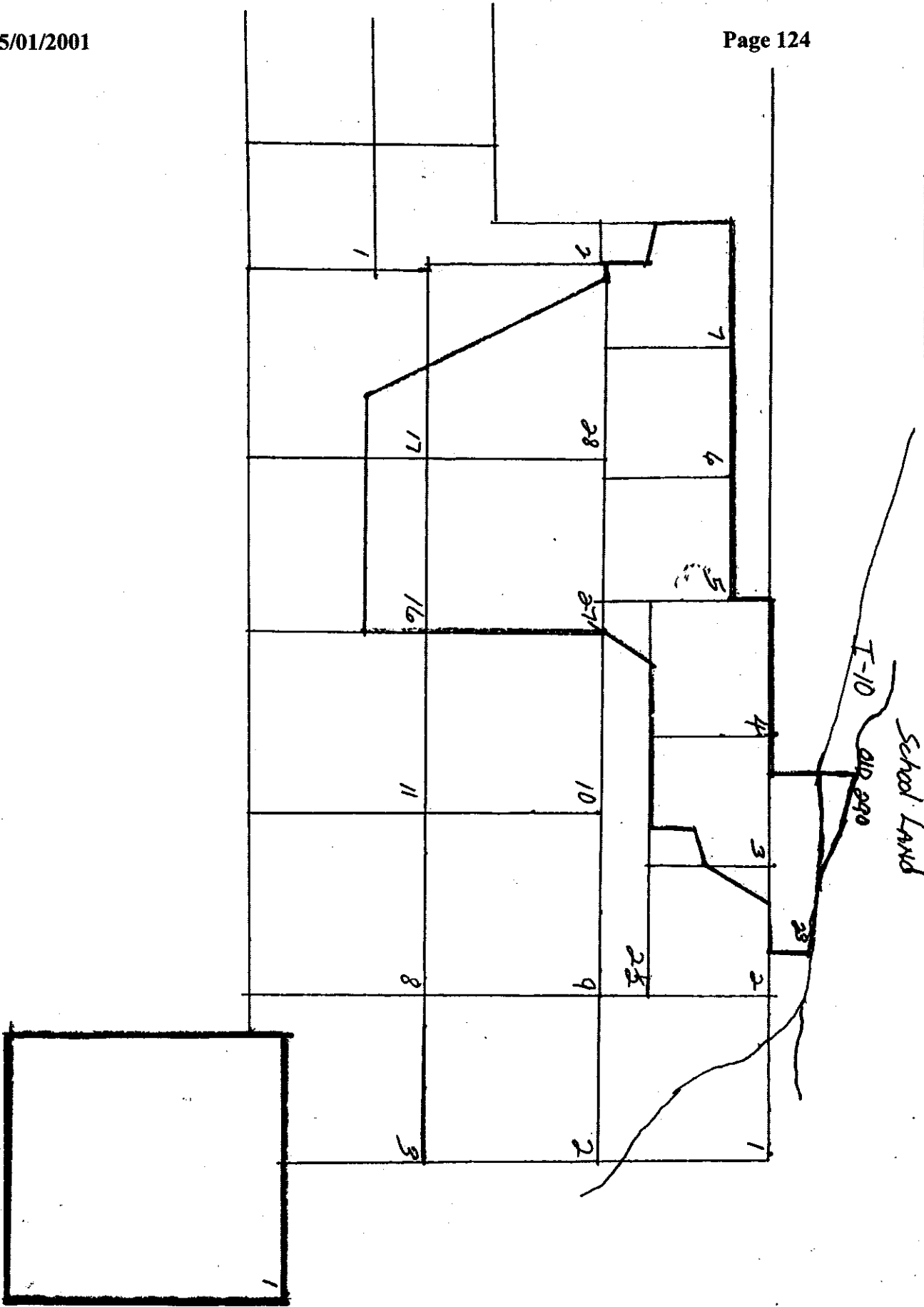
01A


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Exhibit "A"

Williamson County
School Land



LANG RANCH P.O. BOX 31 ROOSEVELT, TX 76874		88-2176/1149 1015893	332
DATE <u>4/25/01</u>			
PAY TO THE ORDER OF	<u>Southern Abstract Co.</u>	\$	<u>10,000</u> ⁰⁰ / ₁₀₀
<u>Ten Thousand and</u> ⁰⁰ / ₁₀₀		DOLLARS	
 JUNCTION NATIONAL BANK ESTABLISHED 1935 POST OFFICE BOX 45 JUNCTION, TEXAS 76849			
MEMO	<u>Exxon-Williamson Co. Schol. Lang-Dee R.W.</u>		
⑆114921761⑆ 0332 1015893⑈			

AGENDA ITEM 24

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds, Series 2001; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement, an Official Statement and a Purchase Contract; and Authorizing Other Matters Related to the Bonds."

Dan Wegmiller of First Southwest Company and Carol Polumbo with McCall, Parkhurst & Horton, L.L.P., discussed the issuance of tax bonds.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds, Series 2001; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement, an Official Statement and a Purchase Contract; and Authorizing Other Matters Related to the Bonds."

Vote: **5 – 0**

< Attachment >

FIRST SOUTHWEST COMPANY

Presentation to:

**WILLIAMSON
COUNTY
T★E★X★A★S**

\$95,000,000 Unlimited Tax Road Bonds, Series 2001

\$19,700,000 General Obligation & Refunding Bonds,
Series 2001-A

FINAL PRICING INFORMATION

May 1, 2001

MOODY'S ASSIGNS Aa2 RATING WITH A POSITIVE OUTLOOK TO WILLIAMSON COUNTY, TEXAS' SERIES 2001 UNLIMITED TAX ROAD BONDS AND SERIES 2001A GENERAL OBLIGATION AND REFUNDING BONDS

APPROXIMATELY \$234 MILLION IN DEBT AFFECTED

Williamson (County of) TX
County
Texas

Moody's Rating

Issue	Rating
General Obligation Tax Road Bonds, Series 2001	Aa2
Sale Amount	\$95,000,000
Expected Sale Date	04/26/01
Rating Description	General Obligation Unlimited Tax
General Obligation Limited Tax Refunding Bonds, Series 2001A	Aa2
Sale Amount	\$80,705,000
Expected Sale Date	04/26/01
Rating Description	General Obligation Limited Tax

NEW YORK, April 24, 2001 -- Moody's Investors Service has assigned a Aa2 rating with a positive outlook to Williamson County's \$95 million Series 2001 General Obligation Unlimited Tax Road Bonds and \$80.705 million Series 2001A General Obligation Limited Tax and Refunding Bonds. The rating reflects the rapid growth and diversification of the county economy, specifically in those areas adjacent to nearby Travis County; very well-managed financial operations with consistently ample reserve levels, and direct debt levels expected to remain modest despite plans to issue additional debt. In addition, Moody's has affirmed the Aa2 rating and assigned the positive outlook to the county's outstanding unlimited tax and limited tax bonds, affecting approximately \$234 million in debt. Assignment of the Aa2 rating and positive outlook to both the unlimited and limited tax debt reflects the county's substantial financial flexibility provided by its sound reserves and available tax rate margin which could yield approximately \$21 million in additional revenue. These unlimited tax bonds finance various road construction and improvement projects throughout the county while the new money portion of the limited tax bonds will fund parks and recreation projects. In addition, the county is refunding approximately \$62 million in outstanding limited tax debt for a net present value savings of approximately \$1.5 million or 2.5% of refunded principal.

Following nearly ten years of ongoing residential, commercial, and industrial development, Williamson County has more than tripled its taxable values while population has increased by nearly 80%. Fiscal 2002 represents the tenth year of notable tax base growth with an average annual increase of 13.2%. Ample employment opportunities both in Williamson County and nearby Austin have spurred population growth and resulted in county unemployment rates consistently below state and national norms. High-tech, manufacturing, agriculture, and education make up the county's diverse economic and employment base, with the majority of the growth occurring in the southwestern part of the county. Despite recent reductions in employment at some of the area's high technology companies, employment levels remain unchanged, with the county's current unemployment rate, 1.6%, at or slightly below that prior to the layoffs. With ongoing commercial and residential development that is beginning to extend into previously undeveloped areas of the county, officials expect continued growth in both population and taxbase and anticipate growth

in, or at least maintenance of, above average resident wealth levels and area housing values. Long-range plans suggest the county will grow to approximately 800,000 residents in the next twenty years with job growth expected to exceed 300,000 in the same time period.

The county's well-managed financial operations reflect ongoing revenue growth resulting in the maintenance of ample reserve levels. The county ended fiscal 2000 with a total General Fund balance of approximately \$8.7 million, or 20.1% of operating revenues. Officials have maintained reserves at or above 20% of revenues for each of the last seven years and expect to continue to do so. The county typically spends less than 100% of annually appropriated expenditures, oftentimes resulting in substantial operating surpluses and enabling the county to maintain current reserve levels. At approximately 70%, property taxes represent the largest county revenue with fines and fees composing the majority of the remainder. The county has averaged an approximately 15% annual increase in its property tax levy since 1994, the result of both continued growth in taxable values and, in recent years, modest annual increases in the property tax rate in an attempt to maintain competitive compensation.

At 5.2%, the county's debt burden is above average due, primarily, to obligations of overlapping units. Williamson County's 1.5% direct debt is moderate, however, and, despite additional borrowing plans, Moody's expects it to remain so. County voters approved, by over 70%, a \$350 million bond authorization for road construction in November of 2000. This authorization, which officials expect to issue in three phases over the next several years, will finance construction of various city, county and state roads aimed at alleviating traffic congestion created by the county's rapid growth. Additionally, these funds will be used to finance a portion of planned state toll roads and to update and improve various county roads in need of repair or expansion. In addition to this authorization, voters, at the same time, approved a \$25 million authorization for parks and recreation projects, the majority of which the county is issuing at this time, that will finance four large regional parks with funds allocated to land purchase and building construction and improvements. While these projects will more than double the county's existing direct debt, Moody's expects that continued growth in taxable values and average amortization of principal will accommodate future borrowing.

OUTLOOK:

Moody's maintains a positive outlook on the county's Aa2 rating for both unlimited tax and limited tax general obligation bonds, reflecting our expectation of the successful implementation of a large-scale road construction project which will require issuance of a significant amount of debt. The outlook incorporates our belief that the county will maintain manageable debt levels, despite the issuance of an additional \$275 million in debt, and that the financial profile will remain strong readily accommodating increased operation and maintenance costs associated with the projects.

KEY STATISTICS

2000 population: 249,967

2002 Full valuation: \$15.1 billion

Debt burden: 5.2%

Direct debt burden: 1.5%

Payout of principal (10 years): 29.9%

FY00 General Fund balance: \$8.7 million (20.1% of General Fund revenues)

Full value per capita: \$60,532

Unemployment rate (1/01): 1.6%

ANALYSTS:

Rebecca Blackmon, Analyst, Public Finance Group, Moody's Investors Service
Dwight Burns, Backup Analyst, Public Finance Group, Moody's Investors Service
Linda Lipnick, Senior Credit Officer, Public Finance Group, Moody's Investors Service

CONTACTS:

Journalists: (212) 553-0376

Research Clients: (212) 553-1625

STANDARD & POOR'S	RATINGS DIRECT
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Research:

Williamson County, TX's Bonds Rated 'AA-'; Outlook Revised to Stable

Publication Date: 30-Apr-2001

Analyst: Wendy Wipperman, Dallas (1) 214-871-1421; Jeffrey Panger, New York (1) 212-438-2076

DALLAS (Standard & Poor's CreditWire) April 30, 2001--Standard & Poor's today assigned its double-'A'-minus rating to Williamson County, Texas' \$47.55 million GO and refunding bonds series 2001A dated May 1, 2001, due Aug. 15, 2026; and \$98.465 million unlimited-tax road bonds series 2001 dated May 1, 2001, due Aug. 15, 2026. The bonds are scheduled to sell May 1, 2001.

In addition, Standard & Poor's revised the outlook on the county's outstanding debt to stable from positive, reflecting the county's increasing debt burden and sizable planned debt issuance to meet growth-driven capital needs.

At the same time, Standard & Poor's affirmed its double-'A'-minus rating and double-'A'-minus Standard & Poor's underlying rating (SPUR) on the county's GO bonds and certificates of obligation, respectively.

The rating is based on the county's full faith and credit pledge and reflects its:

- Inclusion in the vibrant and rapidly expanding Austin MSA economy,
- Sustained economic diversification and expansion, and
- Demonstrated ability to successfully manage rapid population and tax base growth while maintaining a sound financial position.

Mitigating credit factors include:

- High and increasing overall net debt levels, and
- Significant future capital needs to meet on-going growth pressures.

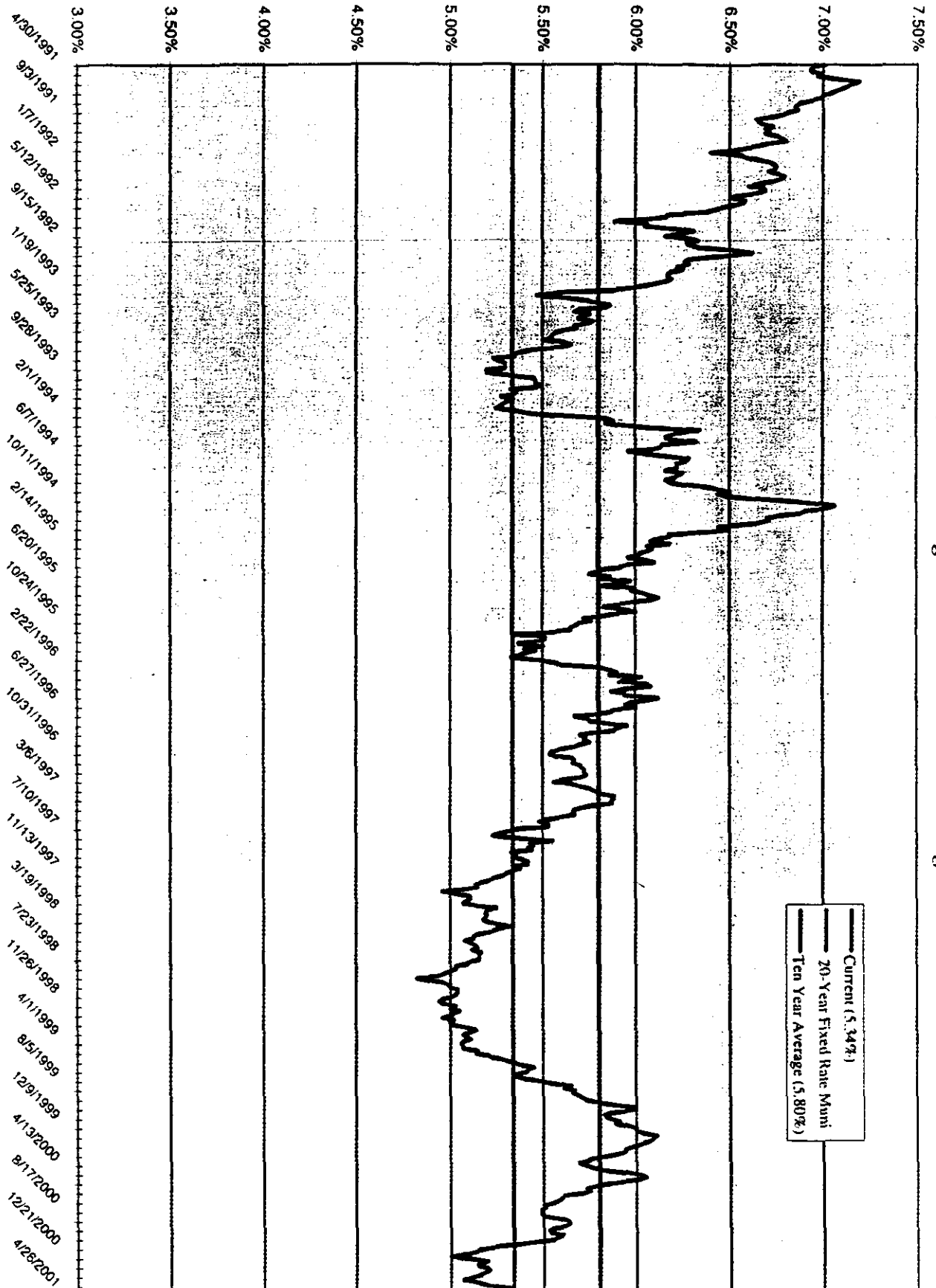
Williamson County has experienced rapid population and tax base growth over the past five years due to its proximity to Austin, Texas and expansion of the high-technology sector. Population has increased 23% since the mid-1990s. Along with the rapid population growth, however, there has been an equal increase in job creation, thereby maintaining the county's unemployment rate level at 2%. The tax base has increased a cumulative 66% since 1997 to roughly \$13.2 billion in fiscal 2001 and has increased 33% since fiscal 1999. Preliminary tax rolls for fiscal 2002 indicate a 22% increase in assessed values over fiscal 2001. The county has benefited from the expansion of Dell Computer Holdings; Cypress Semiconductors; and 3M Co., as well as rapid residential development. County wealth and median household effective buying income levels exceed the state and national averages by 27% and 21%, respectively. Wealth levels are above average with per capita market values at \$52,630.

OUTLOOK: STABLE

The outlook revision to stable reflects the county's stable and expanding economic base and Standard & Poor's expectation that the county will maintain its sound financial position while undertaking a significant capital program and an increased debt burden, Standard & Poor's said. -- CreditWire

05/01/2001

"Bond Buyer's" Index Historical General Obligation Interest Rates - Trailing 10 Year Period



WILLIAMSON COUNTY, TEXAS

Capital Improvement Program - Final Pricing of Phase 1
Assessed Valuation Growth Scenario 1
As of May 1, 2001

FYE 9/30	Assessed Valuation	POST- REFUNDING Existing Debt	\$95,000,000 Series 2001	\$18,000,000 Series 2001-A	Total Debt Service	Est. I&S Tax Rate	Change
2001	\$ 13,587,301,412	\$ 12,410,799	\$ -	\$ 256,007	\$ 12,666,806	\$ 0.09153	\$ -
2002	15,217,777,581	9,825,105	6,268,233	1,012,776	17,106,114	0.11354	0.022
2003	16,739,555,340	11,568,415	5,003,468	1,012,776	17,584,659	0.10611	
2004	18,078,719,767	11,515,415	5,003,468	1,012,776	17,531,659	0.09795	
2005	18,982,655,755	11,550,165	7,192,343	1,012,776	19,755,284	0.10512	
2006	19,931,788,543	11,592,390	7,192,218	1,188,726	19,973,334	0.10122	
2007	20,928,377,970	11,908,603	7,186,343	1,527,639	20,622,584	0.09953	
2008	21,451,587,419	11,469,228	7,194,218	1,967,876	20,631,321	0.09715	
2009	21,987,877,105	11,428,165	7,197,318	1,995,739	20,621,221	0.09473	
2010	22,537,574,032	10,473,395	7,193,918	1,741,201	19,408,514	0.08699	
2011	23,101,013,383	9,403,375	7,196,315	1,358,739	17,958,429	0.07852	
2012	23,678,538,718	9,501,500	7,188,425	1,260,601	17,950,526	0.07658	
2013	24,270,502,186	9,476,100	7,189,400	1,292,429	17,957,929	0.07474	
2014	24,877,264,740	9,432,700	7,195,063	1,330,806	17,958,569	0.07292	
2015	25,499,196,359	9,470,600	7,190,000	1,292,206	17,952,806	0.07112	
2016	26,136,676,268	9,483,500	7,193,663	1,278,122	17,955,284	0.06939	
2017	26,790,093,174	9,468,200	7,190,363	1,292,113	17,950,675	0.06768	
2018	27,459,845,504	9,521,000	7,189,550	1,239,938	17,950,488	0.06603	
2019	28,146,341,641	9,444,000	7,190,400	1,319,822	17,954,222	0.06443	
2020	28,850,000,182	9,540,000	7,192,088	1,223,003	17,955,091	0.06286	
2021	29,571,250,187	-	7,908,575	1,990,625	9,899,200	0.03381	
2022	30,310,531,442	-	7,912,800	1,993,791	9,906,591	0.03301	
2023	31,068,294,728	-	7,905,856	1,997,253	9,903,109	0.03220	
2024	31,845,002,096	-	7,903,253	1,995,878	9,899,131	0.03140	
2025	32,641,127,148	-	7,907,328	1,999,397	9,906,725	0.03066	
2026	33,457,155,327	-	7,897,313	2,002,406	9,899,719	0.02989	
		\$ 208,482,654	\$ 178,781,913	\$ 37,595,422	\$ 424,859,989		\$ 0.022

05/01/2001

Assumptions:

Assessed Valuation assumed to grow 12% for 2002, 10% for 2003, 8% for 2004, 5% per year 2005-2007 and 2.5% per year thereafter.
 FY 2001 tax rate provided by County.

Estimated Tax Collection Rate: 99.00%

WILLIAMSON COUNTY, TEXAS

Capital Improvement Program - Final Pricing of Phase 1
Assessed Valuation Growth Scenario 2
As of May 1, 2001

FYE 9/30	Assessed Valuation	POST- REFUNDING Existing Debt		\$95,000,000 Series 2001		\$18,000,000 Series 2001-A		Total Debt Service	Est. IAS Tax Rate	Change
2001	\$ 13,587,301,412	\$ 12,410,799		\$ 6,268,233	-	\$ 256,007		\$ 12,666,806	\$ 0.09153	\$ -
2002	17,136,000,000	9,825,105		5,003,468	1,012,776	1,012,776		17,106,114	0.10083	0.009
2003	18,506,880,000	11,568,415		5,003,468	1,012,776	1,012,776		17,584,659	0.09598	
2004	19,987,430,400	11,515,415		5,003,468	1,012,776	1,012,776		17,531,659	0.08860	
2005	20,986,801,920	11,550,165		7,192,343	1,012,776	1,012,776		19,755,284	0.09508	
2006	22,036,142,016	11,592,390		7,192,218	1,188,726	1,188,726		19,973,334	0.09155	
2007	23,137,949,117	11,908,603		7,186,343	1,527,639	1,527,639		20,622,584	0.09003	
2008	23,716,397,845	11,469,228		7,194,218	1,967,876	1,967,876		20,631,321	0.08787	
2009	24,309,307,791	11,428,165		7,197,318	1,995,739	1,995,739		20,621,221	0.08569	
2010	24,917,040,486	10,473,395		7,193,918	1,741,201	1,741,201		19,408,514	0.07868	
2011	25,539,966,498	9,403,375		7,196,315	1,358,739	1,358,739		17,958,429	0.07103	
2012	26,178,465,660	9,501,500		7,188,425	1,260,601	1,260,601		17,950,526	0.06926	
2013	26,832,927,302	9,476,100		7,189,400	1,292,429	1,292,429		17,957,929	0.06760	
2014	27,503,750,484	9,432,700		7,195,063	1,330,806	1,330,806		17,958,569	0.06595	
2015	28,191,344,246	9,470,600		7,190,000	1,292,206	1,292,206		17,952,806	0.06433	
2016	28,896,127,853	9,483,500		7,193,663	1,278,122	1,278,122		17,955,284	0.06276	
2017	29,618,531,049	9,468,200		7,190,363	1,292,113	1,292,113		17,950,675	0.06122	
2018	30,358,994,325	9,521,000		7,189,550	1,239,938	1,239,938		17,950,488	0.05972	
2019	31,117,969,183	9,444,000		7,190,400	1,319,822	1,319,822		17,954,222	0.05828	
2020	31,895,918,413	9,540,000		7,192,088	1,223,003	1,223,003		17,955,091	0.05686	
2021	32,693,316,373	-		7,908,575	1,990,625	1,990,625		9,899,200	0.03058	
2022	33,510,649,282	-		7,912,800	1,993,791	1,993,791		9,906,591	0.02986	
2023	34,348,415,514	-		7,905,856	1,997,253	1,997,253		9,903,109	0.02912	
2024	35,207,125,902	-		7,903,253	1,995,878	1,995,878		9,899,131	0.02840	
2025	36,087,304,050	-		7,907,328	1,999,397	1,999,397		9,906,725	0.02773	
2026	36,989,486,651	-		7,897,313	2,002,406	2,002,406		9,899,719	0.02703	
		\$ 208,482,654		\$ 178,781,913	\$ 37,595,422			\$ 424,859,989		\$ 0.009

Assumptions:

Assessed Valuation assumed to grow 8% / year from 2003-2004; 5% / year from 2005-2007 and 2.5% / year thereafter.
 FY 2001 tax rate provided by County.

Estimated Tax Collection Rate: 99.00%

WILLIAMSON COUNTY, TEXAS**\$95,000,000 Unlimited Tax Road Bonds, Series 2001*****New Issue Yield Comparison for the Week of 4/23/01 to 4/30/01***

Pricing/Sale Date	4/30/2001	4/23/2001	4/23/2001	4/23/2001	4/23/2001
Amount	\$95,000,000	\$10,535,000	\$25,155,000	\$114,106,143	\$7,000,000
Issuer	Williamson County	Brazos River Authority	Nacogdoches Co. Hosp. Dist.	Harris Co.-Houston Sport	Nueces County
Rating	Aaa/AAA	Aaa/AAA	NR/AAA	Aaa/AAA	Aaa/AAA
Insurance	FSA	FSA	AMBAC	MBIA	FSA
2001					
2002				NRO	3.40
2003		3.75		3.73	3.75
2004		3.92	3.90	3.91	3.95
2005	3.95	4.04	4.05	4.07	4.05
2006	4.14	4.19	4.20	4.20	4.20
2007	4.27	4.40	4.35	4.32	4.30
2008	4.41	4.55	4.45	4.46	4.45
2009	4.52	4.65	4.55	4.56	4.55
2010	4.62	4.75	4.65	4.66	4.65
2011	4.72	4.84	4.75	-	4.75
2012	4.86	4.96	4.90	-	4.85
2013	4.96	5.05	5.00	-	4.95
2014	5.06	5.16	5.10	-	5.05
2015	5.16	5.26	5.20	-	5.15
2016	5.23	5.33	5.30	-	
2017	5.31	5.41	-	-	
2018	5.37	5.46	-	-	
2019	5.42	5.51	-	-	
2020	5.46	-	-	-	
2021	5.47	-	-	-	
2022	5.48	5.57 *	-	-	
2023	-		-	-	
2024	-		-	-	
2025	-		-	-	
2026	5.53 *		NRO *	5.52 *	
2027			-	-	
2028			-	-	
2029			-	-	
2030			-	-	
2031			NRO *	5.55 *	

* Term Bond Maturity

OFFICIAL STATEMENT

Dated May 1, 2001

Ratings:

Moody's: "Aaa"

S&P: "AAA"

See ("OTHER INFORMATION-
Ratings" herein)

NEW ISSUE - Book-Entry-Only

In the opinion of Bond Counsel, interest on the Series 2001 Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on corporations.

\$95,000,000

WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS, SERIES 2001

Dated Date: May 1, 2001

Due: August 15, as shown on the inside cover page

PAYMENT TERMS . . . Interest on the \$95,000,000 Williamson County, Texas, Unlimited Tax Road Bonds, Series 2001 (the "Series 2001 Bonds") will accrue from May 1, 2001, (the "Dated Date") and will be payable February 15 and August 15 of each year commencing February 15, 2002, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Series 2001 Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Series 2001 Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Series 2001 Bonds will be made to the owners thereof. Principal of, premium, if any, and interest on the Series 2001 Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Series 2001 Bonds. See "BOND INFORMATION - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Chase Manhattan Bank, Houston, Texas (see "BOND INFORMATION - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE . . . The Series 2001 Bonds are issued pursuant to the Constitution and general laws of the State of Texas, (the "State") including particularly Section 1471.015, Texas Government Code, as amended, and an election held within the County on November 7, 2000 and are direct obligations of Williamson County, Texas (the "County"), payable from a continuing ad valorem tax levied on all taxable property within the County, legally unlimited as to rate or amount, in an amount sufficient to pay the Series 2001 Bonds at maturity, as provided in the order authorizing the issuance of the Series 2001 Bonds (the "Order") (see "THE SERIES 2001 BONDS - Authority for Issuance").

PURPOSE . . . Proceeds from the sale of the Series 2001 Bonds will be used for (i) constructing, acquiring by purchase, maintaining and operating of roads within Williamson County and (ii) paying the costs of issuance of the Series 2001 Bonds. Concurrently with the issuance of the Series 2001 Bonds, the County will authorize, issue and deliver its General Obligation and Refunding Bonds, Series 2001A (the "Series 2001A Bonds") which are being issued for park improvements within the County and to refund certain outstanding obligations of the County. This Official Statement describes both the Series 2001 Bonds and the Series 2001A Bonds. The Series 2001 Bonds and the Series 2001A Bonds are collectively referred to herein as the "Bonds."



The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Financial Security Assurance Inc.

MATURITY SCHEDULE

See Inside Cover Page

LEGALITY . . . The Series 2001 Bonds are offered for delivery when, as and if issued and received by the Underwriters and subject to the approving opinion of the Attorney General of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, Austin, Texas (see APPENDIX C - "Form of Bond Counsel's Opinions"). Certain legal matters will be passed upon for the Underwriters by Andrews & Kurth L.L.P., Austin and Houston, Texas, Counsel for the Underwriters.

DELIVERY . . . It is expected that the Series 2001 Bonds will be available for delivery through DTC on May 14, 2001.

JPMORGAN

DAIN RAUSCHER INCORPORATED
SAMCO CAPITAL MARKETS

A.G. EDWARDS & SONS, INC.

MORGAN KEEGAN & CO., INC.
SOUTHWEST SECURITIES INCORPORATED

Williamson County, Texas
\$95,000,000 Unlimited Tax Road Bonds
Series 2001

PRICING SUMMARY

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
2/15/2005	Serial Coupon	5.000%	3.950%	2,245,000.00	103.623%	2,326,336.35
2/15/2006	Serial Coupon	5.000%	4.140%	2,360,000.00	103.669%	2,446,588.40
2/15/2007	Serial Coupon	5.000%	4.270%	2,475,000.00	103.682%	2,566,129.50
2/15/2008	Serial Coupon	5.000%	4.410%	2,610,000.00	103.406%	2,698,896.60
2/15/2009	Serial Coupon	4.500%	4.520%	2,740,000.00	99.864%	2,736,273.60
2/15/2010	Serial Coupon	5.000%	4.620%	2,870,000.00	102.703%	2,947,576.10
2/15/2011	Serial Coupon	4.700%	4.720%	3,015,000.00	99.838%	3,010,115.70
2/15/2012	Serial Coupon	5.500%	4.860%	3,165,000.00	104.916% c	3,320,591.40
2/15/2013	Serial Coupon	5.500%	4.960%	3,345,000.00	104.127% c	3,483,048.15
2/15/2014	Serial Coupon	5.500%	5.060%	3,540,000.00	103.345% c	3,658,413.00
2/15/2015	Serial Coupon	5.500%	5.160%	3,735,000.00	102.571% c	3,831,026.85
2/15/2016	Serial Coupon	5.500%	5.230%	3,950,000.00	102.033% c	4,030,303.50
2/15/2017	Serial Coupon	5.500%	5.310%	4,170,000.00	101.422% c	4,229,297.40
2/15/2018	Serial Coupon	5.500%	5.370%	4,405,000.00	100.967% c	4,447,596.35
2/15/2019	Serial Coupon	5.500%	5.420%	4,655,000.00	100.590% c	4,682,464.50
2/15/2020	Serial Coupon	5.500%	5.460%	4,920,000.00	100.290% c	4,934,268.00
2/15/2021	Serial Coupon	5.500%	5.470%	5,935,000.00	100.215% c	5,947,760.25
2/15/2022	Serial Coupon	5.500%	5.480%	6,275,000.00	100.140% c	6,283,785.00
2/15/2026	Term 1 Coupon	5.125%	5.530%	28,590,000.00	94.565%	27,036,133.50
Total	-	-	-	95,000,000.00	-	94,616,604.15

BID INFORMATION

Par Amount of Bonds.....	\$95,000,000.00
Reoffering Premium or (Discount).....	(383,395.85)
Gross Production.....	\$94,616,604.15
 Total Underwriter's Discount (0.619%).....	 \$(588,275.74)
Bid (98.977%).....	94,028,328.41
 Accrued Interest from 05/01/2001 to 05/14/2001.....	 180,680.77
Total Purchase Price.....	\$94,209,009.18
 True Interest Cost (TIC).....	 5.3849137%

First Southwest Company
Public Finance

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Williamson County, Texas
\$95,000,000 Unlimited Tax Road Bonds
Series 2001

SOURCES & USES

Dated 05/01/2001

Delivered 05/14/2001

SOURCES OF FUNDS

Par Amount of Bonds.....	\$95,000,000.00
Reoffering Premium.....	1,179,081.35
Accrued Interest from 05/01/2001 to 05/14/2001.....	180,680.77
TOTAL SOURCES.....	\$96,359,762.12

USES OF FUNDS

Original Issue Discount (OID).....	1,562,477.20
Total Underwriter's Discount (0.619%).....	588,275.74
Costs of Issuance.....	231,015.00
Gross Bond Insurance Premium (13.0 bp).....	232,651.37
Deposit to Debt Service Fund.....	180,680.77
Deposit to Project Construction Fund.....	93,560,000.00
Rounding Amount.....	4,662.04
TOTAL USES.....	\$96,359,762.12

Williamson County, Texas
\$95,000,000 Unlimited Tax Road Bonds
Series 2001

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	FISCAL TOTAL
5/14/2001	-	-	-	-	-
2/15/2002	-	-	3,947,179.92	3,947,179.92	-
8/15/2002	-	-	2,501,733.75	2,501,733.75	-
9/30/2002	-	-	-	-	6,448,913.67
2/15/2003	-	-	2,501,733.75	2,501,733.75	-
8/15/2003	-	-	2,501,733.75	2,501,733.75	-
9/30/2003	-	-	-	-	5,003,467.50
2/15/2004	-	-	2,501,733.75	2,501,733.75	-
8/15/2004	-	-	2,501,733.75	2,501,733.75	-
9/30/2004	-	-	-	-	5,003,467.50
2/15/2005	2,245,000.00	5.000%	2,501,733.75	4,746,733.75	-
8/15/2005	-	-	2,445,608.75	2,445,608.75	-
9/30/2005	-	-	-	-	7,192,342.50
2/15/2006	2,360,000.00	5.000%	2,445,608.75	4,805,608.75	-
8/15/2006	-	-	2,386,608.75	2,386,608.75	-
9/30/2006	-	-	-	-	7,192,217.50
2/15/2007	2,475,000.00	5.000%	2,386,608.75	4,861,608.75	-
8/15/2007	-	-	2,324,733.75	2,324,733.75	-
9/30/2007	-	-	-	-	7,186,342.50
2/15/2008	2,610,000.00	5.000%	2,324,733.75	4,934,733.75	-
8/15/2008	-	-	2,259,483.75	2,259,483.75	-
9/30/2008	-	-	-	-	7,194,217.50
2/15/2009	2,740,000.00	4.500%	2,259,483.75	4,999,483.75	-
8/15/2009	-	-	2,197,833.75	2,197,833.75	-
9/30/2009	-	-	-	-	7,197,317.50
2/15/2010	2,870,000.00	5.000%	2,197,833.75	5,067,833.75	-
8/15/2010	-	-	2,126,083.75	2,126,083.75	-
9/30/2010	-	-	-	-	7,193,917.50
2/15/2011	3,015,000.00	4.700%	2,126,083.75	5,141,083.75	-
8/15/2011	-	-	2,055,231.25	2,055,231.25	-
9/30/2011	-	-	-	-	7,196,315.00
2/15/2012	3,165,000.00	5.500%	2,055,231.25	5,220,231.25	-
8/15/2012	-	-	1,968,193.75	1,968,193.75	-
9/30/2012	-	-	-	-	7,188,425.00
2/15/2013	3,345,000.00	5.500%	1,968,193.75	5,313,193.75	-
8/15/2013	-	-	1,876,206.25	1,876,206.25	-
9/30/2013	-	-	-	-	7,189,400.00
2/15/2014	3,540,000.00	5.500%	1,876,206.25	5,416,206.25	-
8/15/2014	-	-	1,778,856.25	1,778,856.25	-
9/30/2014	-	-	-	-	7,195,062.50
2/15/2015	3,735,000.00	5.500%	1,778,856.25	5,513,856.25	-
8/15/2015	-	-	1,676,143.75	1,676,143.75	-
9/30/2015	-	-	-	-	7,190,000.00
2/15/2016	3,950,000.00	5.500%	1,676,143.75	5,626,143.75	-
8/15/2016	-	-	1,567,518.75	1,567,518.75	-
9/30/2016	-	-	-	-	7,193,662.50
2/15/2017	4,170,000.00	5.500%	1,567,518.75	5,737,518.75	-

Williamson County, Texas
\$95,000,000 Unlimited Tax Road Bonds
Series 2001

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	FISCAL TOTAL
8/15/2017	-	-	1,452,843.75	1,452,843.75	-
9/30/2017	-	-	-	-	7,190,362.50
2/15/2018	4,405,000.00	5.500%	1,452,843.75	5,857,843.75	-
8/15/2018	-	-	1,331,706.25	1,331,706.25	-
9/30/2018	-	-	-	-	7,189,550.00
2/15/2019	4,655,000.00	5.500%	1,331,706.25	5,986,706.25	-
8/15/2019	-	-	1,203,693.75	1,203,693.75	-
9/30/2019	-	-	-	-	7,190,400.00
2/15/2020	4,920,000.00	5.500%	1,203,693.75	6,123,693.75	-
8/15/2020	-	-	1,068,393.75	1,068,393.75	-
9/30/2020	-	-	-	-	7,192,087.50
2/15/2021	5,935,000.00	5.500%	1,068,393.75	7,003,393.75	-
8/15/2021	-	-	905,181.25	905,181.25	-
9/30/2021	-	-	-	-	7,908,575.00
2/15/2022	6,275,000.00	5.500%	905,181.25	7,180,181.25	-
8/15/2022	-	-	732,618.75	732,618.75	-
9/30/2022	-	-	-	-	7,912,800.00
2/15/2023	6,610,000.00	5.125%	732,618.75	7,342,618.75	-
8/15/2023	-	-	563,237.50	563,237.50	-
9/30/2023	-	-	-	-	7,905,856.25
2/15/2024	6,955,000.00	5.125%	563,237.50	7,518,237.50	-
8/15/2024	-	-	385,015.63	385,015.63	-
9/30/2024	-	-	-	-	7,903,253.13
2/15/2025	7,325,000.00	5.125%	385,015.63	7,710,015.63	-
8/15/2025	-	-	197,312.50	197,312.50	-
9/30/2025	-	-	-	-	7,907,328.13
2/15/2026	7,700,000.00	5.125%	197,312.50	7,897,312.50	-
9/30/2026	-	-	-	-	7,897,312.50
Total	95,000,000.00	-	83,962,593.68	178,962,593.68	-

YIELD STATISTICS

Accrued Interest from 05/01/2001 to 05/14/2001..... 180,680.77
 True Interest Cost (TIC)..... 5.3849137%

OFFICIAL STATEMENT

Dated May 1, 2001

Ratings:

Moody's: "Aaa"

S&P: "AAA"

See ("OTHER INFORMATION-
Ratings" herein)

NEW ISSUE - Book-Entry-Only

In the opinion of Bond Counsel, interest on the Series 2001A Bonds will be excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date thereof, subject to the matters described under "TAX MATTERS" herein, including the alternative minimum tax on corporations.

\$19,700,000

WILLIAMSON COUNTY, TEXAS
GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2001A

Dated Date: May 1, 2001

Due: August 15, as shown on the next page

PAYMENT TERMS . . . Interest on the \$19,700,000 Williamson County, Texas, General Obligation and Refunding Bonds, Series 2001A (the "Series 2001A Bonds") will accrue from May 1, 2001, (the "Dated Date") and will be payable August 15 and February 15 of each year commencing August 15, 2001, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Series 2001A Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Series 2001A Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Series 2001A Bonds will be made to the owners thereof. Principal of, premium, if any, and interest on the Series 2001A Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Series 2001A Bonds. See "BOND INFORMATION - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Chase Manhattan Bank, Houston, Texas (see "BOND INFORMATION - Paying Agent/Registrar").

AUTHORITY FOR ISSUANCE . . . The Series 2001A Bonds are issued pursuant to the Constitution and general laws of the State of Texas, (the "State") including particularly Chapters 1207 and 1251, Texas Government Code, as amended, and an election held within the County on November 7, 2000 and are direct obligations of Williamson County, Texas (the "County"), payable from a continuing ad valorem tax levied on all taxable property within the County, within the limits prescribed by law, as provided in the order authorizing the Series 2001A Bonds (the "Order") (see "BOND INFORMATION - Authority for Issuance").

PURPOSE . . . Proceeds from the sale of the Series 2001A Bonds will be used for (i) constructing, improving, renovating, equipping and acquiring land and buildings for park and recreational purposes, (ii) paying the costs of issuing the Series 2001A Bonds and (iii) refunding certain outstanding obligations of the County (see SCHEDULE I). Concurrently with the issuance of the Series 2001A Bonds, the County will authorize, issue and deliver its Unlimited Tax Road Bonds, Series 2001 (the "Series 2001 Bonds") being issued for road improvements within the County. This Official Statement describes both the Series 2001 Bonds and the Series 2001A Bonds. The Series 2001 Bonds and the Series 2001A Bonds are collectively referred to herein as the "Bonds."



The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Financial Security Assurance Inc.

MATURITY SCHEDULE

See Next Page

LEGALITY . . . The Series 2001A Bonds are offered for delivery when, as and if issued and received by the Underwriters and subject to the approving opinion of the Attorney General of Texas and the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, Austin, Texas (see APPENDIX C - "Form of Bond Counsel's Opinions"). Certain legal matters will be passed upon for the Underwriters by Andrews & Kurth L.L.P., Austin and Houston, Texas, Counsel for the Underwriters.

DELIVERY . . . It is expected that the Series 2001A Bonds will be available for delivery through DTC on May 14, 2001.

JPMORGAN

DAIN RAUSCHER INCORPORATED
SAMCO CAPITAL MARKETS

A.G. EDWARDS & SONS, INC.

MORGAN KEEGAN & CO., INC.
SOUTHWEST SECURITIES INCORPORATED

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

PRICING SUMMARY

Maturity	Type of Bond	Coupon	Yield	Issuance Value	Par	Maturity Value	Price	Dollar Price
2/15/2006	Serial Coupon	4.500%	4.140%	180,000.00	100.000%	180,000.00	101.533%	182,759.40
2/15/2007	Serial Coupon	4.500%	4.270%	535,000.00	100.000%	535,000.00	101.156%	541,184.60
2/15/2008	Serial Coupon	4.500%	4.410%	1,010,000.00	100.000%	1,010,000.00	100.514%	1,015,191.40
2/15/2009	Serial Coupon	4.500%	4.520%	1,085,000.00	100.000%	1,085,000.00	99.864%	1,083,524.40
2/15/2010	Serial Coupon	4.600%	4.620%	875,000.00	100.000%	875,000.00	99.850%	873,687.50
2/15/2011	Serial Coupon	4.700%	4.720%	525,000.00	100.000%	525,000.00	99.838%	524,149.50
2/15/2012	Serial Coupon	4.800%	4.880%	450,000.00	100.000%	450,000.00	99.329%	446,980.50
2/15/2013	Serial Coupon	4.900%	4.980%	505,000.00	100.000%	505,000.00	99.287%	501,399.35
2/15/2014	Serial Coupon	5.000%	5.080%	570,000.00	100.000%	570,000.00	99.247%	565,707.90
2/15/2015	Serial Coupon	5.125%	5.180%	560,000.00	100.000%	560,000.00	99.455%	556,948.00
2/15/2016	Serial Coupon	5.125%	5.250%	575,000.00	100.000%	575,000.00	98.719%	567,634.25
2/15/2017	Serial Coupon	5.250%	5.330%	620,000.00	100.000%	620,000.00	99.145%	614,699.00
2/15/2018	Serial Coupon	5.300%	5.380%	600,000.00	100.000%	600,000.00	99.115%	594,690.00
2/15/2019	Serial Coupon	5.375%	5.420%	715,000.00	100.000%	715,000.00	99.482%	711,296.30
2/15/2020	Serial Coupon	5.375%	5.460%	655,000.00	100.000%	655,000.00	99.001%	648,456.55
2/15/2021	Serial Coupon	5.375%	5.470%	1,480,000.00	100.000%	1,480,000.00	98.852%	1,463,009.60
2/15/2026	Term 1 Coupon	5.375%	5.530%	8,760,000.00	100.000%	8,760,000.00	97.914%	8,577,266.40
Total	-	-	-	19,700,000.00	-	19,700,000.00	-	19,468,584.65

BID INFORMATION

Par Amount of Bonds.....	\$19,700,000.00
Reoffering Premium or (Discount).....	(231,415.35)
Gross Production.....	\$19,468,584.65
Total Underwriter's Discount (0.619%).....	\$(121,989.81)
Bid (98.206%).....	19,346,594.84
Accrued Interest from 05/01/2001 to 05/14/2001.....	36,572.48
Total Purchase Price.....	\$19,383,167.32
True Interest Cost (TIC).....	5.3939319%

First Southwest Company
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-Aggregate
4/30/2001 5:06 PM

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

SOURCES & USES

Dated 05/01/2001

Delivered 05/14/2001

SOURCES OF FUNDS

Par Amount of Bonds.....	\$19,700,000.00
Reoffering Premium.....	14,135.40
Accrued Interest.....	36,572.48
Transfers from Prior Issue Debt Service Funds.....	26,301.28

TOTAL SOURCES.....	\$19,777,009.16
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USES OF FUNDS

Original Issue Discount (OID).....	245,550.75
Total Underwriter's Discount.....	121,989.81
Costs of Issuance.....	143,000.00
Gross Bond Insurance Premium.....	48,921.59
Deposit to Debt Service Fund.....	36,572.48
Deposit to Project Construction Fund.....	17,477,500.00
Deposit to Net Cash Escrow Fund.....	1,703,225.22
Rounding Amount.....	249.31

TOTAL USES.....	\$19,777,009.16
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First Southwest Company

Public Finance

File = WILLIAMSON CO Mar 20 A.SF-Aggregate

4/30/2001 5:06 PM

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

TOTAL DEBT SERVICE

Date	Principal	Interest	Total P+I	FISCAL TOTAL
5/14/2001	-	-	-	-
8/15/2001	-	292,579.80	292,579.80	-
9/30/2001	-	-	-	292,579.80
2/15/2002	-	506,388.13	506,388.13	-
8/15/2002	-	506,388.13	506,388.13	-
9/30/2002	-	-	-	1,012,776.26
2/15/2003	-	506,388.13	506,388.13	-
8/15/2003	-	506,388.13	506,388.13	-
9/30/2003	-	-	-	1,012,776.26
2/15/2004	-	506,388.13	506,388.13	-
8/15/2004	-	506,388.13	506,388.13	-
9/30/2004	-	-	-	1,012,776.26
2/15/2005	-	506,388.13	506,388.13	-
8/15/2005	-	506,388.13	506,388.13	-
9/30/2005	-	-	-	1,012,776.26
2/15/2006	180,000.00	506,388.13	686,388.13	-
8/15/2006	-	502,338.13	502,338.13	-
9/30/2006	-	-	-	1,188,726.26
2/15/2007	535,000.00	502,338.13	1,037,338.13	-
8/15/2007	-	490,300.63	490,300.63	-
9/30/2007	-	-	-	1,527,638.76
2/15/2008	1,010,000.00	490,300.63	1,500,300.63	-
8/15/2008	-	467,575.63	467,575.63	-
9/30/2008	-	-	-	1,967,876.26
2/15/2009	1,085,000.00	467,575.63	1,552,575.63	-
8/15/2009	-	443,163.13	443,163.13	-
9/30/2009	-	-	-	1,995,738.76
2/15/2010	875,000.00	443,163.13	1,318,163.13	-
8/15/2010	-	423,038.13	423,038.13	-
9/30/2010	-	-	-	1,741,201.26
2/15/2011	525,000.00	423,038.13	948,038.13	-
8/15/2011	-	410,700.63	410,700.63	-
9/30/2011	-	-	-	1,358,738.76
2/15/2012	450,000.00	410,700.63	860,700.63	-
8/15/2012	-	399,900.63	399,900.63	-
9/30/2012	-	-	-	1,260,601.26
2/15/2013	505,000.00	399,900.63	904,900.63	-
8/15/2013	-	387,528.13	387,528.13	-
9/30/2013	-	-	-	1,292,428.76
2/15/2014	570,000.00	387,528.13	957,528.13	-
8/15/2014	-	373,278.13	373,278.13	-
9/30/2014	-	-	-	1,330,806.26
2/15/2015	560,000.00	373,278.13	933,278.13	-
8/15/2015	-	358,928.13	358,928.13	-
9/30/2015	-	-	-	1,292,206.26
2/15/2016	575,000.00	358,928.13	933,928.13	-
8/15/2016	-	344,193.75	344,193.75	-

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

TOTAL DEBT SERVICE

Date	Principal	Interest	Total P+I	FISCAL TOTAL
9/30/2016	-	-	-	1,278,121.88
2/15/2017	620,000.00	344,193.75	964,193.75	-
8/15/2017	-	327,918.75	327,918.75	-
9/30/2017	-	-	-	1,292,112.50
2/15/2018	600,000.00	327,918.75	927,918.75	-
8/15/2018	-	312,018.75	312,018.75	-
9/30/2018	-	-	-	1,239,937.50
2/15/2019	715,000.00	312,018.75	1,027,018.75	-
8/15/2019	-	292,803.13	292,803.13	-
9/30/2019	-	-	-	1,319,821.88
2/15/2020	655,000.00	292,803.13	947,803.13	-
8/15/2020	-	275,200.00	275,200.00	-
9/30/2020	-	-	-	1,223,003.13
2/15/2021	1,480,000.00	275,200.00	1,755,200.00	-
8/15/2021	-	235,425.00	235,425.00	-
9/30/2021	-	-	-	1,990,625.00
2/15/2022	1,565,000.00	235,425.00	1,800,425.00	-
8/15/2022	-	193,365.63	193,365.63	-
9/30/2022	-	-	-	1,993,790.63
2/15/2023	1,655,000.00	193,365.63	1,848,365.63	-
8/15/2023	-	148,887.50	148,887.50	-
9/30/2023	-	-	-	1,997,253.13
2/15/2024	1,745,000.00	148,887.50	1,893,887.50	-
8/15/2024	-	101,990.63	101,990.63	-
9/30/2024	-	-	-	1,995,878.13
2/15/2025	1,845,000.00	101,990.63	1,946,990.63	-
8/15/2025	-	52,406.25	52,406.25	-
9/30/2025	-	-	-	1,999,396.88
2/15/2026	1,950,000.00	52,406.25	2,002,406.25	-
9/30/2026	-	-	-	2,002,406.25
Total	19,700,000.00	17,931,994.35	37,631,994.35	-

YIELD STATISTICS

Accrued Interest from 05/01/2001 to 05/14/2001..... 36,572.48
 True Interest Cost (TIC)..... 5.3939319%

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

DEBT SERVICE COMPARISON

PRESENT VALUE ANALYSIS SUMMARY (NET TO NET)

Gross PV Debt Service Savings.....	12,689.24
Net PV Cashflow Savings @ 4.790%(AIC).....	12,689.24
Accrued Interest Credit to Debt Service Fund.....	2,778.39
Transfers from Prior Issue Debt Service Fund.....	(26,301.28)
NET PRESENT VALUE LOSS.....	\$(10,833.65)
NET PV LOSS / \$1,650,000 REFUNDED PRINCIPAL.....	(0.657%)
NET PV LOSS / \$1,700,000 REFUNDING PRINCIPAL.....	(0.637%)

First Southwest Company
Public Finance

File = WILLIAMSON CO Mar 20 A.SF-01 nm/ref FINAL
4/30/2001 5:07 PM

Williamson County, Texas
\$19,700,000 General Obligation and Refunding Bonds
Series 2001A

SUMMARY OF BONDS REFUNDED

ISSUE	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
88 go to ref	7/01/2002	Serial	Coupon	5.000%	250,000	7/01/2001	100.000%
Subtotal	-	-	-	-	250,000	-	-
96 co	8/15/2002	Serial	Coupon	5.000%	500,000	-	-
Subtotal	-	-	-	-	500,000	-	-
00 \$22.5mm co	8/15/2002	Serial	Coupon	7.000%	300,000	-	-
Subtotal	-	-	-	-	300,000	-	-
00A \$60mm	8/15/2002	Serial	Coupon	5.500%	600,000	-	-
Subtotal	-	-	-	-	600,000	-	-
Total	-	-	-	-	1,650,000	-	-

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS, SERIES 2001; LEVYING AN AD VALOREM TAX
IN SUPPORT OF THE BONDS; APPROVING A PAYING AGENT/REGISTRAR
AGREEMENT, AN OFFICIAL STATEMENT AND A BOND PURCHASE
AGREEMENT; AND AUTHORIZING OTHER MATTERS RELATED TO THE BONDS**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, on August 29, 2000, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election; Making Provision for the Conduct of the Election; and Ordering Other Matters Incident and Related to Such Election" with such election to be held within the County on November 7, 2000 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, on October 11, 2000 and on October 18, 2000, a Notice of Election was published in the *Williamson County Sun*, a newspaper, as defined in Section 2051.044, Government Code, as amended, of general circulation and published within the County; and

WHEREAS, on October 4, 2000, the County posted the Notice of Election at the County Courthouse and three other public places in the County in accordance with Section 1251.003 of the Government Code and Section 4.003 of the Texas Election Code; and

WHEREAS, on November 13, 2000, the Commissioners Court met in a special meeting to canvass the election returns; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition Number 1 which aggregates \$350,000,000 in principal amount for road projects and Proposition Number 2 which aggregates \$25,000,000 in principal amount for park purposes; and

WHEREAS, the Commissioners Court deems it to be in the best interest of the County to issue \$95,000,000 in bonds authorized by Proposition Number 1 for the purpose of construction, acquisition by purchase, maintenance and operation of macadamized, graveled or paved roads, or in aid thereof, within Williamson County as further provided in Proposition Number 1 and reserving the right to issue the remaining \$255,000,000 authorized but unissued bonds at such time as determined by the Commissioners Court.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bonds are hereby authorized to be issued and delivered in the aggregate

principal amount of \$95,000,000 for the purposes as set forth in Proposition Number 1 of the November 7, 2000 election and paying the costs of issuing the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS. Each bond issued pursuant to this Order shall be designated: "**WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS, SERIES 2001,**" and initially there shall be issued, sold and delivered hereunder fully registered bonds, without interest coupons, dated May 1, 2001, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward (except the initial Bonds delivered to the Attorney General of the State of Texas which shall be numbered T-1 upward), payable to the respective initial Registered Owners thereof (as designated in Section 13 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said Bonds shall mature and be payable on February 15 in each of the years and in the principal amounts, respectively, as set forth in the following schedules:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2005	\$2,245,000	2015	\$ 3,735,000
2006	2,360,000	2016	3,950,000
2007	2,475,000	2017	4,170,000
2008	2,610,000	2018	4,405,000
2009	2,740,000	2019	4,655,000
2010	2,870,000	2020	4,920,000
2011	3,015,000	2021	5,935,000
2012	3,165,000	2022	6,275,000
2013	3,345,000	2026	28,590,000
2014	3,540,000		

The term "Bonds" as used in this Order shall mean and include collectively the Bonds initially issued and delivered pursuant to this Order and all substitute Bonds exchanged therefor, as well as all other substitute Bonds and replacement Bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. INTEREST. The Bonds scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the Form of Bond set forth in this Order to their respective dates of maturity or redemption prior to maturity at the following rates per annum:

<u>YEAR</u>	<u>RATE</u>	<u>YEAR</u>	<u>RATE</u>
2005	5.000%	2015	5.500%
2006	5.000	2016	5.500
2007	5.000	2017	5.500
2008	5.000	2018	5.500
2009	4.500	2019	5.500
2010	5.000	2020	5.500
2011	4.700	2021	5.500
2012	5.500	2022	5.500
2013	5.500	2026	5.125
2014	5.500		

Interest shall be payable in the manner provided and on the dates stated in the Form of Bond set forth in this Order.

Section 4. CHARACTERISTICS OF THE BONDS. Registration, Transfer, Conversion and Exchange; Authentication. (a) The County shall keep or cause to be kept at The Chase Manhattan Bank, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the Form of Bond set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional Orders, orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall

provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Bonds, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Form of Bond set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the form set forth in the Form of Bond.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar

under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond for each maturity in the denomination of the applicable principal amount and the initial Bond(s) shall be registered in the names of the purchaser or the designees thereof as set forth in Section 13 hereof. The initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the purchaser as set forth in Section 13. Immediately after the delivery of the initial Bond(s), the Paying Agent/Registrar shall cancel the initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Section 6. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Order.

FORM OF BOND

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS SERIES 2001	PRINCIPAL AMOUNT \$ _____
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**INTEREST
RATE**

**DATE OF
BOND**

**MATURITY
DATE**

CUSIP NO.

May 1, 2001

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, Williamson County, Texas (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Bonds set forth above, on February 15, 2002 and semiannually on each August 15 and February 15 thereafter to the maturity date specified above, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at The Chase Manhattan Bank, which is the "Paying Agent/Registrar" for this Bond at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely

from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated May 1, 2000, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount not to exceed \$95,000,000 for the purpose of construction, acquisition by purchase, maintenance and operation of macadamized, graveled or paved roads, or in aid thereof, within Williamson County.

ON FEBRUARY 15, 2011, OR ON ANY DATE THEREAFTER, the Bonds maturing on and after February 15, 2012 may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

THE BONDS maturing on February 15, 2026 are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing February 15, 2026

Redemption Date	Principal Amount
February 15, 2023	\$6,610,000
February 15, 2024	6,955,000
February 15, 2025	7,325,000
February 15, 2026*	7,700,000*

*Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchase and canceled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date at least 30 days prior to the date fixed for redemption and to major securities depositories and bond

information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Bonds or portions thereof for which such payment is made, all as provided above. The Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring

this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; that this Bond is a general obligation of said County, issued on the full faith and credit thereof, and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said County, and have been pledged for such payment, without legal limit as to rate or amount.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

Nancy E. Rister
County Clerk

John C. Daehler 5-1-01
County Judge

William L. Wood
County Treasurer



(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an
executed Registration Bond of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

THE CHASE MANHATTAN BANK
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

Section 7. INTEREST AND SINKING FUND, PROJECT FUND, INVESTMENTS AND SECURITY FOR FUNDS. (a) Interest and Sinking Fund. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of said County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said County and shall be used only for paying the interest on and principal of said Bonds. All ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said County shall compute

and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Accrued interest and any premium on the Bonds shall be deposited in the Interest and Sinking Fund. Any such premium shall be used to only pay principal of the Bonds.

(b) Project Fund. The Series 2001A Project Fund is hereby created and shall be established and maintained by the County at an official depository bank of the County. Proceeds from the sale of the Bonds, excluding the premium and accrued interest, shall be deposited in the Project Fund.

(c) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

(d) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(e) Maintenance of Funds. Any funds created pursuant to this Order may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Section 8. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (v) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Order as shall not

be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The County of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 9. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section 9, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with a paying agent as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of a paying agent pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bond and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust.

(d) Notwithstanding anything elsewhere in this Order contained, if money or Defeasance Securities have been deposited or set aside with a paying agent pursuant to this Section for the

payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

As used in this section, Defeasance Securities means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioner's Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioner's Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (including Interest Strips of the Resolution Funding Corporation).

Section 10. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 10 of this Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 11. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Bond attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 12. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene

the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Superintendent to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The County agrees to obtain the advice of nationally-

recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. SALE OF BONDS. The Bonds are hereby sold and shall be delivered to JPMORGAN and the other underwriters set forth in the Purchase Contract (the "Initial Purchaser" or "Purchaser"), at the price of \$94,028,328.41 (which amount is equal to the principal amount of the Bonds plus an original issue premium of \$1,179,081.35, less an original issue discount of \$1,562,477.20 and less an underwriting discount of \$588,275.74) plus accrued interest on the Bonds from May 1, 2001 to the date of initial delivery thereof, all pursuant to the terms and provisions of a Purchase Contract in substantially the form attached hereto as Exhibit "C" which the County Judge is hereby authorized to execute and deliver and which the County Clerk of the County is hereby authorized to attest. The County will initially deliver to the Initial Purchaser one bond for each maturity of the Bonds authorized under this Order.

The County hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated April 17, 2000 prior to the date hereof is confirmed, approved and ratified. The Commissioners Court hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 14. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and the officials thereof

to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and

- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 15. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other Bond proceeds for the purpose for which the Bonds are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds which are required to be rebated to the United States of America pursuant to Section 12 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this section.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit A is a substantially final form of Paying Agent/Registrar Agreement. The County Judge is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the County Clerk is hereby authorized to attest such agreement. The Commissioners Court previously approved and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to utilizing DTC's book-entry-only system.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year, financial information and operating data with respect to the County of the general type described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements by the required time, and will provide audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this paragraph (a).

The financial information and operating data to be provided pursuant to this paragraph (a) may be set forth in full one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds;
- H. Bond calls;
- I. Defeasances;
- J. Release, substitution or sale of property securing repayment of the Bonds; and
- K. Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with paragraph (a) of this Section 17 by the time required by such paragraph.

(c) Limitations, Disclaimers and Amendments. The County shall be obligated to observe and perform the covenants specified in this section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 9 of this Order that causes Bonds no longer to be outstanding.

The provisions of this section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this section, express or implied, shall give any benefit or any legal or equitable right, remedy or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition or prospects or hereby undertake to update any information provided in accordance with this section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this section is intended or shall act to disclaim, waive or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law or a change in the identity, nature, status or type of operations of the County, but only if (1) the provisions of this section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. If the County so amends the provisions of this section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Definitions. As used in this section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

Section 18. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 19. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. .

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 23. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 17 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- | | | | |
|------|------------|---|---|
| (1) | Appendix B | - | EXCERPTS FROM ANNUAL FINANCIAL REPORT; |
| (2) | Table 1 | - | Valuation, Exemptions and General Obligation Debt; |
| (3) | Table 2 | - | Taxable Assessed Valuations by Category; |
| (4) | Table 3 | - | Valuation and General Obligation Debt History; |
| (5) | Table 4 | - | Tax Rate, Levy and Collection History; |
| (6) | Table 5 | - | Ten Largest Taxpayers; |
| (7) | Table 8 | - | Pro-Forma General Obligation Debt Service Requirements; |
| (8) | Table 10 | - | Authorized But Unissued General Obligation Bonds; |
| (9) | Table 11 | - | General Fund Revenues and Expenditure History; and |
| (10) | Table 12 | - | Current Investments. |

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

AGENDA ITEM 25

Consideration and action respect to "Order Authorizing the Issuance of Williamson County, Texas General Obligation and Refunding Bonds, Series 2001A; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement, an Official Statement, a Purchase Contract and an Escrow Agreement; Calling Certain Obligations for Redemption and Authorizing Other Matters Relating to the Bonds."

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve "Order Authorizing the Issuance of Williamson County, Texas General Obligation and Refunding Bonds, Series 2001A; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement, an Official Statement, a Purchase Contract and an Escrow Agreement; Calling Certain Obligations for Redemption and Authorizing Other Matters Relating to the Bonds."

Vote: 5 – 0

< Attachment >