

**AGENDA ITEM 13**

Consider approving Diamond Surveying proposal (WCRB-2003-5) for surveying services for the Parmer Lane Project.

Mike Weaver addressed the Court to ask that Agenda Item 13 be removed from the agenda.

**AGENDA ITEM 14**

Consider entering into Development Agreement with Pebble Creek Partners regarding cost sharing for construction of extension of Avery Ranch Blvd.

Charlie Crossfield addressed the Court regarding an estimated cost of \$860,000, of which, the County would pay \$430,000, or half the estimated cost overrun. Mike Weaver addressed the issue of the source of the funds, stating that the next road bond sale is budgeted for this project up to \$500,000.

**Moved: Commissioner Boatright**

**Seconded: Commissioner Curlee**

**Motion:** To enter into Development Agreement with Pebble Creek Partners regarding cost sharing for construction of extension of Avery Ranch Blvd. (O'Connor Blvd), with a change under section B. 3. from "city" to "county."

**Vote: 4 – 0. Commissioner Hays** was absent from the dais.

< Attachment >

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	REGARDING
COUNTY OF WILLIAMSON	§	AVERY RANCH BOULEVARD EXTENSION

This is a DEVELOPMENT AGREEMENT by and between WILLIAMSON COUNTY ("County") and AVERY RANCH OWNERS COMMITTEE ("Developer", whether one or more).

WHEREAS, Developer is owner of that certain tract of land known as the Avery Ranch subdivision and

WHEREAS, County desires to construct an extension of Avery Ranch Boulevard, being a four-lane, curbed and guttered major arterial road, running from the current western terminus of Avery Ranch Boulevard to the intersection of proposed US Highway 183A, (, the "Project") and

WHEREAS, the County desires to expeditiously design, engineer and construct the Project conditioned upon Developer paying County for one-half of the cost of the Project, and

WHEREAS, the Developer desires to pay the County for one-half of the cost of the Project,

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

A. **PURPOSE**

The purpose of this Agreement is to provide for the reimbursement to the County for one-half of the cost of construction of the extension of Avery Ranch Boulevard running from the western terminus of Avery Ranch Boulevard to the intersection of proposed US Highway 183A, as shown on the sketch attached hereto as Exhibit "A". The parties hereto agree that the portion of the cost of the extension of Avery Ranch Boulevard is attributable to the needs of Developer's development.

**B. GENERAL TERMS AND CONDITIONS**

1. The Project is herein defined as the construction of a four-lane, curbed and guttered major arterial road, running from the western terminus of Avery Ranch Boulevard to the intersection of proposed US Highway 183A.
2. The Project Cost is herein defined as all costs of material, labor, grading, paving, drainage, erosion control, surveying, engineering, soil testing and other costs related to the construction of the Project.
3. Developer agrees to pay to the County one-half of the Project Cost totaling approximately FOUR HUNDRED AND THIRTY THOUSAND AND 00/100 DOLLARS (\$430,000.00). Said sum shall be paid to the County within thirty (30) working days after Developer receives written notification that said payment is due. If full payment is not received within this time period, this Agreement may be voided by the County. Any monies not expended by the County on the Project shall be reimbursed to the Developer. Any cost over-runs shall be shared by the Developer and the County based on the following ratio; 50% - Developer, 50% - County. Any cost over-runs shall be paid by Developer to the County within twenty (20) working days after Developer receives written notification that said payment is due.

**C. MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any

interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.
5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge

John C. Daefler 1/20/04

Phone: (512) 943-1577

*with copies to:*

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664  
Phone: (512) 255-8877

Developer:

Avery Ranch Owners Committee  
4314 W. Braker Lane, Suite 250  
Austin, TX 78759

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.
8. Assignment. This Agreement may be assigned by the Developer only with the prior written approval of the County.
9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

SIGNED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**WILLIAMSON COUNTY**

By: John C. Doerfler 1/20/04  
JOHN DOERFLER

ATTEST:

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**AVERY RANCH OWNERS COMMITTEE:****PEBBLE CREEK JOINT VENTURE,  
a Texas joint venture**

By: Rathgeber Investment Company, Ltd.,  
a Texas limited partnership, its Managing Venturer

By: Rathgeber Investment GP, Inc.,  
a Texas corporation, its General Partner

By:   
Edward R. Rathgeber, Jr., President

**CONTINENTAL HOMES OF TEXAS, L.P.  
(a Texas limited partnership)**

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

By: \_\_\_\_\_  
Richard N. Maier, Vice President

**RATHGEBER INVESTMENT COMPANY, LTD.,  
a Texas limited partnership, its Managing Venturer**

By: Rathgeber Investment GP, Inc.,  
a Texas corporation, its General Partner

By:   
Edward R. Rathgeber, Jr., President

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a Texas limited partnership, its Managing Venturer**

By: Rathgeber Investment GP, Inc.,  
a Texas corporation, its General Partner

By: \_\_\_\_\_  
Edward R. Rathgeber, Jr., President

**DEVELOPERS OF AVERY RANCH, LTD.,  
a Texas limited partnership**

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

By:   
Robert D. Wunsch, President

**After recording, return to:**  
Charles Crossfield  
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664