

**REIMBURSEMENT CERTIFICATE  
EXPRESSING  
OFFICIAL INTENT TO REIMBURSE COSTS OF  
US 183 SAN GABRIEL TO SH 29 (PTT0273-04-026)**

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

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

**WHEREAS**, by resolution approved by the Commissioners Court on January 6, 2008, the County delegated to the County Judge the authority to make any necessary reimbursement certifications.

**THEREFORE, ON BEHALF OF THE COUNTY, I HEREBY CERTIFY THAT:**

**Section 1.** The County reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount equal to \$3,401,219.01 for the purpose of paying the costs of the Project.

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

**Section 3.** [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.] [The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than five years after the date any expenditure which is to be reimbursed is paid. Attached hereto as Exhibit "B" is an affidavit of an independent architect or engineer stating that five years is necessary to complete construction of the Project.]

Date: 1/13/09

  
\_\_\_\_\_  
County Judge

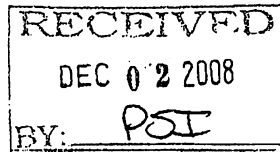
Exhibit "A"

**US 183 SAN GABRIEL TO SH 29 (PTT0273-04-026)**

(Invoices Attached)

**DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC**  
3105 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505

November 25 2008



Williamson County  
c/o Prime Strategies, Inc.  
1598 South Lamar Blvd.  
Austin, Texas 78704

Attention: Michael Weaver

For Professional Services

Schematic for US 183, South Fork San Gabriel River to SH 29.  
CSJ No. 0273-04-026

Services rendered through October, 2008

V#25735  
4104  
PTT0273-04-026  
3.1  
Prok

Invoice Number:  
421601/28/VIII

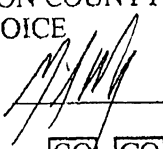
ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0150	Project Coordination	100.00%	\$ 76,076.00	\$ -	\$ 76,076.00
1100	Alternative Schematic Layouts (3)	100.00%	\$ 98,921.00	\$ -	\$ 98,920.60
1150	Develop Schematic for Recommended Alternative	100.00%	\$ 83,327.00	\$ -	\$ 83,327.00
1840	Highway Capacity Analysis	99.99%	\$ 11,440.00	\$ -	\$ 11,439.40
1200	Public Meetings/Hearing	100.00%	\$ 34,384.00	\$ -	\$ 34,384.00
1400	Utility Coordination	100.00%	\$ 8,664.00	\$ -	\$ 8,664.00
1810	Drainage: Hydrologic/Hydraulic Analysis	100.00%	\$ 80,022.00	\$ -	\$ 80,022.00
0198	Quality Assurance/Quality Control	100.00%	\$ 36,216.00	\$ -	\$ 36,216.00
	Hicks & Company	99.93%	\$ 112,117.00	\$ 1,103.73	\$ 112,034.13
	Sam, Inc. (Aerial Mapping)	98.44%	\$ 111,321.00	\$ 47.89	\$ 109,589.08
	Sam, Inc. (Right of Way) for Williamson County	82.53%	\$ 118,679.00	\$ 9,121.89	\$ 97,944.24
	Other Direct Costs	7.11%	\$ 28,628.25	\$ 52.26	\$ 2,034.31
	Total		\$ 799,795.25	\$ 10,325.77	\$ 750,650.76

Less Previously Billed Invoices

\$ 740,324.99

AMOUNT DUE THIS INVOICE

**WILLIAMSON COUNTY  
INVOICE**

Approved by: 

Funding Source: ☒ GO ☐ CO


Other:

0273-04-026-3.1  
Project/Dept. #

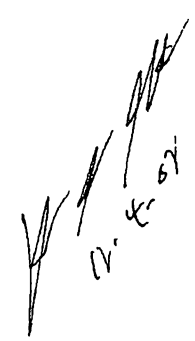
Date 12/02/08

Pay by: ☒ Check ☐ Wire

421601/TGL/VIII

  
P-1008

\$ 10,325.77  
10,322.13

  
12/02/08

Summary of Amounts Billed This Invoice  
CSJ No. 0273-04-026

Subcontractors

Hicks & Company  
SAM, Inc.  
SAM, Inc.

	Amount
\$	1,103.73
44.25	<del>47.89</del>
	9,121.891

Total Subcontractors

\$ ~~10,273.51~~

Other Direct Costs

Expense

Mileage - T. Levario  
Mileage - H. Tamez  
Toll Charges, H. Tamez

Units		Rate
57	\$	0.585
30		0.585

	Amount
\$	33.35
	17.55
	1.36

Total Other Direct Costs

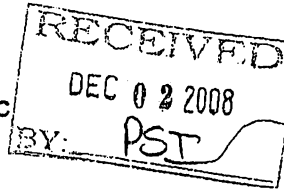
\$ 52.26

Total Billed This Invoice

\$ ~~10,325.77~~

10,322.13

**DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC**  
3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505



November 25, 2008

Williamson County  
c/o Prime Strategies  
1598 South Lamar Blvd.  
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:  
432001/20/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29.

Services rendered through October, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0111	Specs & General Notes	100.00%	\$ 16,074.86	\$ -	\$ 16,074.86
0130	Project Planning	100.00%	\$ 21,097.06	\$ -	\$ 21,097.06
0139	Bid Phase	0.00%	\$ 29,614.63	\$ -	\$ -
0140	Project Quantities	100.00%	\$ 71,707.93	\$ -	\$ 71,707.93
0150	Project Coordination	100.00%	\$ 118,909.81	\$ -	\$ 118,909.81
0198	Plan Review	100.00%	\$ 114,563.05	\$ -	\$ 114,563.05
1100	Design Studies	100.00%	\$ 68,246.18	\$ -	\$ 68,246.18
1300	Right of Way Data	100.00%	\$ 11,958.53	\$ -	\$ 11,958.53
1410	Coordination Meetings	100.00%	\$ 72,810.65	\$ -	\$ 72,810.65
1500	Field Survey	100.00%	\$ 6,372.98	\$ -	\$ 6,372.98
1601	Roadway Plan & Profile	100.00%	\$ 49,588.20	\$ -	\$ 49,588.20
1603	Intersection Design	100.00%	\$ 35,011.32	\$ -	\$ 35,011.32
1605	Miscellaneous Roadway	100.00%	\$ 55,037.70	\$ -	\$ 55,037.70
1612	Storm Wtr Collection & Convey	100.00%	\$ 113,433.11	\$ -	\$ 113,433.11
1615	SW3P	100.00%	\$ 62,420.56	\$ -	\$ 62,420.56
1616	Culverts	100.00%	\$ 224,315.14	\$ -	\$ 224,315.14
1620	Signing Markings & Signals	100.00%	\$ 30,499.69	\$ -	\$ 30,499.69
1631	Retaining Walls	100.00%	\$ 42,810.30	\$ -	\$ 42,810.30
1632	Traffic Control Plans	100.00%	\$ 92,750.60	\$ -	\$ 92,750.60
1700	Bridge Design Northbound	100.00%	\$ 172,982.48	\$ -	\$ 172,982.48
1810	Hydraulic Studies	100.00%	\$ 114,153.30	\$ -	\$ 114,153.30
ODC	Fugro	99.16%	\$ 51,427.00	\$ -	\$ 50,992.50
ODC	HDR/WHM	61.94%	\$ 77,624.74	\$ 4,810.00	\$ 47,216.39
ODC	SAM, Inc. - Dannenbaum Engineering	100.00%	\$ 129,098.99	\$ -	\$ 129,098.99
ODC	SAM, Inc. - Williamson County	91.89%	\$ 112,615.00	\$ 1,470.00	\$ 103,664.80
ODC	Hicks & Co.	98.23%	\$ 75,731.00	\$ -	\$ 74,388.56
ODC	Other Direct Costs	41.87%	\$ 23,646.23	\$ 206.17	\$ 9,899.61
Total			\$ 1,910,004.30	\$ 6,486.17	\$ 1,910,004.30

WILLIAMSON COUNTY

INVOICE

Approved by: [Signature]

Funding Source: GO 2003 14.27

Less Previously Billed Invoices

AMOUNT DUE THIS INVOICE

432001/TGL/VIII

Other: [Blank]

Project/Dept. # 0273-04-026-3.1

Date 12/02/08

Pay by: ☒ Check ☐ Wire

\$ 1,903,518.13

\$ 6,486.17

Summary of Amounts Billed This Invoice

**Subcontractor**

Sam, Inc. - Williamson County  
HDR/WHM

Total Subcontractor

Amount
\$ 1,470.00
4,810.00
<u>\$ 6,280.00</u>

**Other Direct Costs**

Expense  
Xerox  
Cheetah Delivery Service  
Federal Express Coporation  
Mileage - K. Collins

Units		Rate
44.00	\$	0.055
273.00		0.585

Amount
\$ 2.42
21.38
22.68
159.71
<u>\$ 206.17</u>

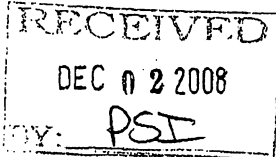
Total Other Direct Costs

**Total Billed This Invoice**

\$ 6,486.17

**DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC**

3409 EXECUTIVE CENTER DR., SUITE 129 AUSTIN, TEXAS 78731-1619 (512) 345-8505



November 25, 2008

V#25735  
HOU  
PT0273-04-026  
PTall  
3.1  
Prof

Williamson County  
c/o Prime Strategies  
1598 South Lamar Blvd.  
Austin, Texas 78704

Attention: Michael Weaver

Invoice Number:  
432002/09/VIII

For Professional Services on connection with US 183 from Riva Ridge Drive to SH 29 - W.A. #2.

Services rendered through October, 2008

ITEM	DESCRIPTION	APPROX. % COMP.	CONTRACT VALUE	CURRENT PERIOD	CUMULATIVE TOTALS
0140	Project Quantities (FC 163)	100.00%	\$ 20,914.61	\$ -	\$ 20,914.61
1601	Roadway Plan & Profile (FC 160)	100.00%	\$ 13,290.11	\$ -	\$ 13,290.11
1603	Intersection Design (FC 160)	100.00%	\$ 14,391.21	\$ -	\$ 14,391.21
1605	Miscellaneous Roadway (FC 160)	100.00%	\$ 659.38	\$ -	\$ 659.38
1631	Retaining Walls (FC 163)	100.00%	\$ 12,965.21	\$ -	\$ 12,965.21
1632	Traffic Control Plans (FC 163)	100.00%	\$ 16,932.72	\$ -	\$ 16,932.72
1811	Water Quality Pond Design (FC 161)	100.00%	\$ 89,861.77	\$ -	\$ 89,861.77
1812	Impact Analysis (FC 161)	100.00%	\$ 17,118.37	\$ -	\$ 17,118.37
1813	FEMA (FC 161)	100.00%	\$ 35,715.55	\$ -	\$ 35,715.55
ODC	Fugro	100.00%	\$ 46,038.00	\$ -	\$ 46,038.00
ODC	SAM, Inc. - Williamson County	94.05%	\$ 67,685.00	\$ -	\$ 63,659.44
ODC	Other Direct Costs	2.67%	\$ 10,477.36	\$ 105.30	\$ 279.78
Total			\$ 346,049.29	\$ 105.30	\$ 331,826.15

Less Previously Billed Invoices

**WILLIAMSON COUNTY  
INVOICE**

\$ 331,720.85

**AMOUNT DUE THIS INVOICE**

Approved by:

\$ 105.30

432002/TGL/VIII

Funding Source: ☒ GO ☒ COOther: 

Project/Dept. # 0273-04-026-3.1

Date 12, 02, 08

Pay by

☒ Check☐ Wire

12-09-08

12-4-08

Page 2  
November 25, 2008

432002/09/VIII

**Other Direct Costs**

<u>Expense</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Mileage - A. Neagu	180.00	\$0.585	\$105.30
<b>Total Billed This Invoice</b>			<b>\$105.30</b>



# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW  
309 East Main Street • Round Rock, TX 78664-5246  
phone 512-255-8877 • fax 512-255-8986

## Request for Check

V#23063  
Cedar Park  
OTT 0273-04-026  
OTTall  
2-3  
Low

Project Name: WMCO Bonds US 183 Pass Thru--Parcel 25/Dowdy

Legal description:

3.993 AC tract out of the John B. Robinson Survey Abs. No. 521

Name on Check:  
Texas American Title

SSN#:  
74-2771227

DEC 11 2008

Mailing Address:  
715 Discovery Blvd. Ste 205  
Cedar Park, TX 78613

Amount of Check:  
\$724,570.40

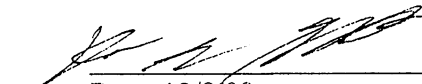
Date to Pick Up Check:  
12/16/08

Requested by:




Date: 12/9/08  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:



Date: 12/9/08  
Dan A. Gattis, County Judge  
Williamson County

  
12 7008

<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9691-08-1207
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
8. Mortgage Insurance Case Number:			
<b>C.</b> NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.			
<b>D. Name and Address of Borrower</b> WILLIAMSON COUNTY  C/O SHEETS & CROSSFIELD 309 N. MAIN ST. ROUND ROCK, TX 78664		<b>E. Name and Address of Seller</b> HAROLD L. DOWDY SR. AND JOHNNIE T. DOWDY  709 S. SAN GABRIEL DR. LEANDER, TX 78641	
		<b>F. Name and Address of Lender</b>	
<b>G. Property Location</b> U.S. 183-PARCEL 25, TX  COUNTY: WILLIAMSON PARCEL ID: PARCEL 25 LOT: BLOCK: SUBDIVISION: 3.993 & .068 ACRES, WILLIAMSON COUNTY, TEXAS.		<b>H. Settlement Agent</b> TEXAS AMERICAN TITLE COMPANY OF AUSTIN  Place of Settlement 715 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613	
		<b>I. Settlement Date</b> 12/23/2008	
<b>J. SUMMARY OF BORROWER'S TRANSACTIONS</b>		<b>K. SUMMARY OF SELLER'S TRANSACTIONS</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$894,044.00	401. Contract Sales Price	\$894,044.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$6,235.40	403.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
118. Assessments		418. Assessments	
119.		419.	
120. Gross Amount Due From Borrower	\$900,279.40	420. Gross Amount Due To Seller	\$894,044.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
218. Assessments		518. Assessments	
219.		519.	
222. Option Consideration	\$175,709.00	522. Option Consideration	\$175,709.00
220. Buyer's Total Credits	\$175,709.00	520. Seller's Total Charges	\$175,709.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$900,279.40	601. Gross Amount Due To Seller (line 420)	\$894,044.00
302. Less Amounts Paid By/For Borrower (line 220)	\$175,709.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$175,709.00
303. Cash [X] From [ ] To Borrower	\$724,570.40	603. Cash [X] To [ ] From Seller	\$718,335.00

## L. Settlement Statement

700. Total Sale Commission		
Division of Commission (line 700) As Follows:		
701. Commission Listing	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
702. Commission Selling		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Total to Texas American Title Company of Austin	\$5,083.00	
1109. Lender's Coverage		
1110. Owner's Coverage (894044.00) (Texas American Title Company of Austin, 100.00 %, 5083.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 762.45)	\$762.45	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.	\$64.95	
1152. Texas Policy Guaranty Fee to TATCOA/l.b.o. PGF	\$5.00	
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest inspection		
1400. Total Settlement Charges	\$6,235.40	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

SELLERS

Williamson County

Harold L. Dowdy, Sr.

By: Dan A. Gallis, County Judge

Johnnie T. Dowdy

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

12/23/2008

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246  
phone 512-255-8877 • fax 512-255-8986

## Request for Check

V#23003  
Cedar Park  
PTT 0273-04-020  
PTToll  
J3  
Row

Project Name: WMCO Bonds US 183 Extension-Foster/Parcel 7

Legal description:

8.32 acres of land out of the John B. Robinson Survey Abstract No. 521

Name on Check:  
Texas American Title

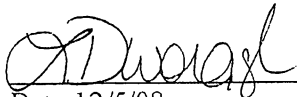
SSN#:  
74-2771227

Mailing Address:  
715 Discovery Blvd. Ste 205  
Cedar Park, TX 78613

Amount of Check:  
\$2,653,366.65

Date to Pick Up Check:  
12/16/08

Requested by:

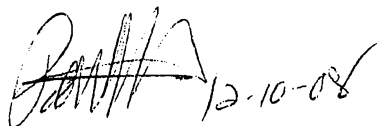


Date: 12/5/08  
Lisa Dworaczyk  
Sheets & Crossfield, P.C.

Approved by:

  
12-5-08

Date: 12/5/08  
Dan A. Gattis, County Judge  
Williamson County

  
12-10-08

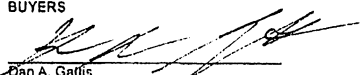
<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 9991-08-1189
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
8. Mortgage Insurance Case Number			
<b>C</b> NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)*" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.			
<b>D. Name and Address of Borrower</b> WILLIAMSON COUNTY  C/O SHEETS & CROSSFIELD 309 E. MAIN STREET ROUND ROCK, TX 78664		<b>E. Name and Address of Seller</b> FOSTER SAN GABRIEL INVESTMENTS, LTD.  C/O LEWBO INC. 1301 SOUTH IH 35, SUITE 200, P.O. BOX 276 AUSTIN, TX 78767	
<b>G. Property Location</b> U.S. 183/PARCEL 7 . TX  COUNTY: WILLIAMSON PARCEL ID: 7-PART 1-4 LOT: BLOCK: SUBDIVISION:		<b>H. Settlement Agent</b> TEXAS AMERICAN TITLE COMPANY OF AUSTIN  Place of Settlement 715 DISCOVERY BLVD. #205, CEDAR PARK, TX 78613	
		<b>I. Settlement Date</b> 12/31/2008	
<b>J. SUMMARY OF BORROWER'S TRANSACTIONS</b>		<b>K. SUMMARY OF SELLER'S TRANSACTIONS</b>	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$2,452,149.10	401. Contract Sales Price	\$2,452,149.10
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$14,217.55	403.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
116. Assessments		416. Assessments	
119.		419.	
121. Additional Compensation	\$187,000.00	421. Additional Compensation	\$187,000.00
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
	\$2,653,366.65		\$2,639,149.10
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or Earnest Money		501. Excess Deposits	
202. Principal		502. Settlement Charges to Seller	\$0.00
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
216. Assessments		516. Assessments	
219.		519.	
220. Buyer's Total Credits		520. Seller's Total Charges	
	\$0.00		\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$2,653,366.65	601. Gross Amount Due To Seller (line 420)	\$2,639,149.10
302. Less Amounts Paid By/For Borrower (line 220)	\$0.00	602. Less Deductions In Amt. Due To Seller (line 520)	\$0.00
303. Cash [ X ] From [ ] To Borrower		603. Cash [ X ] To [ ] From Seller	
	\$2,653,366.65		\$2,639,149.10

## L. Settlement Statement

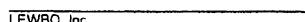
700. Total Sale Commission		
Division of Commission (line 700) As Follows:	Paid From Borrower's Funds At Settlement	Paid From Sellers Funds At Settlement
701. Commission Listing		
702. Commission Selling		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation		
1106. Notary fee		
1107. Attorney Fee		
1108. Title Ins. Total to Texas American Title Company of Austin	\$12,024.00	
1109. Lender's Coverage		
1110. Owner's Coverage (2452149.10) (Texas American Title Company of Austin, 100.00 %, 12024.00)		
1111. Endorsement (Texas American Title Company of Austin, 100.00 %, 1803.60)	\$1,803.60	
1120. Escrow Fee to Texas American Title Company of Austin	\$320.00	
1138. Tax Certificate to Processing Solutions, Inc.	\$64.95	
1152. Texas Policy Guaranty Fee to TATCOA/I.b.o. PGF	\$5.00	
1200. Government Recording And Transfer Charges		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges	\$14,217.55	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

## BUYERS

  
Dan A. Gattis  
Williamson County Judge

## SELLERS

  
LEWBO, Inc.  
Douglas D. Lewis  
Vice President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

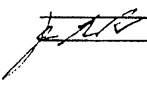
12/31/2008

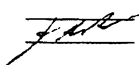
CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER

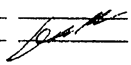
Title Company: Texas American Title Company of Austin  
File No.: 9691-08-1189  
Purchaser(s)/Borrower(s): Williamson County  
Seller(s): Foster San Gabriel Investments, Ltd.  
Lender:  
Property: U.S. 183/Parcel 7  
                    , TX, , Williamson 3.996, 2.008, 2.316 and 2.128 DE Acre Tract, John B. Robinson  
                    Survey, AW0521, Williamson County, TX

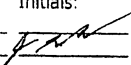
By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosures being made by Title Company and affirms the representations made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both Texas American Title Company of Austin and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/entities identified above.

*Any numbered item not applying to this transaction may be crossed out.*

Buyer(s) 1) WAIVER OF INSPECTION: You may refuse to accept an exception to "Rights  
Initials: of Parties in Possession" in the Owner Title Policy to be issued. "Rights of  
 Parties in Possession" means one or more persons who are themselves actually  
physically occupying the Property or a portion thereof, under a claim of right  
adverse to the record owner of the Property. Title Company may require an  
inspection and may charge for reasonable and actual costs to inspect. Title  
Company may make additional exceptions for matters the inspection reveals.  
If you initial this paragraph, you waive inspection of the Property and you  
accept the exception in your Owner Title Policy.

Buyer(s) 4) ACCEPTANCE OF SURVEY: Buyer has received and reviewed a copy of the  
Initials: survey of the Property made in connection with this transaction and  
 acknowledges being aware of the following matters of conflict,  
encroachment(s) and/or discrepancies disclosed by the survey:

Seller(s) Buyer(s) 7) PROPERTY TAX PRORATIONS: Property taxes for the current year have been  
Initials: prorated between Buyer and Seller, who each acknowledge understanding that  
 these prorations are based either on tax amounts for the preceding year or on  
estimates of the appraised value and/or estimated tax rates for the current  
year. Buyer and Seller each agree that, when amounts of the current year's  
taxes become known and payable (on or about October 1st), they will adjust  
any matters of re-proration and reimbursement between themselves and that  
Title Company shall have no further liability or obligation with respect to these  
prorations. However, in the event of any conflict between this paragraph and  
the contract between Buyer and Seller, the contract will control.

Seller(s) Buyer(s) 16) CLOSING DISCLAIMER: Seller and Buyer each acknowledge understanding that  
Initials: the above referenced transaction has not yet "closed". At this time, any change  
 in possession of the Property takes place AT BUYER'S AND SELLER'S OWN  
RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:  
A) ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE  
COMPANY;  
B) ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND  
ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER  
IF ANY, AND BY TITLE COMPANY;  
C) ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE  
PARTIES TO WHOM THEY ARE DUE; AND  
D) ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE  
PUBLIC RECORDS.  
Buyer and Seller also recognize that neither Title Company nor its underwriter  
are under any obligation to defend possession of the Property or to insure title  
of the Property, until such time as the above stated requirements have been  
fulfilled.

CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER

	Refinance	19) <u>AFFIDAVIT AS TO DEBTS &amp; LIENS:</u>
Seller(s)	Borrower(s)	A) I am over the age of 18 years.
Initials:	Initials:	

\_\_\_\_\_

\_\_\_\_\_

B) My marital status \_\_\_\_ has \_\_\_\_ has not changed (CHECK THE APPROPRIATE RESPONSE) since the date that I acquired the above described property.

C) I have also been known by the following names in addition to the name listed above: \_\_\_\_\_

D) I state under oath that all bills for labor performed and material furnished for improvements (if any) made by, or for me have been paid, and that at present I do not owe any person or firm for such improvements; and there are no liens including federal or state tax liens or judgment liens, of any kind; and no proceedings have been commenced in any federal court or state court to which I am a party, except:

\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_  
\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_  
\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_

E) To my knowledge there are no loans or unpaid debts for any personal property or fixtures which are located on the subject property and that no such items have been purchased on time-payment contract; and that there are no security interests on such property secured by financing statements, security agreements or otherwise, except:

\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_  
\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_  
\$ \_\_\_\_ < -> \_\_\_\_ to \_\_\_\_ < -> \_\_\_\_

F) The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies, Texas American Title Company is hereby authorized to disburse any additional funds required by lienholder and adjust the net amount due the Seller by a like amount. Seller is aware that the lienholder has furnished a statement showing amounts due to payoff existing lien(s). In the event lienholder makes a demand for a greater amount than shown on payoff statement and closing statement, Seller agrees to reimburse Texas American Title Company for any funds advanced in order to cure any discrepancies or demand.

G) To my knowledge, Owner's possession of the property has been peaceable and undisturbed and title to said property has never been disputed or questioned, nor do I have any knowledge of adverse claims against any portion of the property.

H) I have not signed any contracts of sale, deeds, deeds of trust, mortgages or quitclaims affecting the property, except documents pertaining to the guaranty file listed above.

I) I have no knowledge of any paving or mowing liens outstanding against the property.

I understand that the Purchaser and/or Lender and Title Company in this transaction are relying upon the representations contained herein in purchasing the subject property, lending money thereon, and/or issuing title insurance policies thereon, and would not do any of the above unless said representations were made.

I have made the above statements with the full knowledge that these statements are being relied upon by Title Company as to the truth of the matters stated therein. I understand that Title Company is issuing title insurance policy(ies) in reliance of the above representations. Further, I am aware of the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S., Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000 or imprisoned not more than 5 years or both. I am also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally I am also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with intent to defraud or harm a person, he, by deception, causes another to sign or execute any document affecting property or service of the pecuniary interest of any person, and that an offense under such



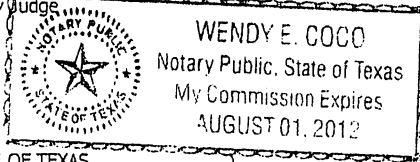
CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER

Section is a felony of the third degree which is punishable by a fine of \$5,000 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years.

\_\_\_\_\_  
Foster San Gabriel Investments, Ltd.

*[Signature]*  
Dan A. Gattis  
Williamson County Judge

SWORN TO AND SUBSCRIBED BEFORE ME on this 7th day of December, 2004, by Dan A. Gattis, Williamson County Judge

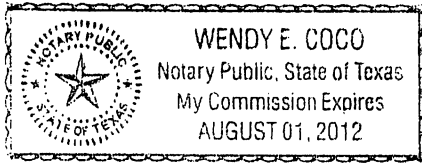


*Wendy E. Coco*  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF Williamson )

This instrument was acknowledged before me on this 5th day of Dec., 2004, by Dan A. Gattis, Williamson County Judge



*Wendy E. Coco*  
Notary Public, State of Texas

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, by Foster San Gabriel Investments, Ltd.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF Williamson )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by Foster San Gabriel Investments, Ltd.

\_\_\_\_\_  
Notary Public, State of Texas

Williamson County  
Matter ID: 1027.0540

Page 4

Expenses:

10/30/08 LD - 41 miles - Travel to Dowdy/Parcel 25 with option contract.  
11/12/08 LD - 20 miles - Travel to Dowdy to deliver option fee.  
11/13/08 Postage - Harold/Johnnie Dowdy

Sub-total Expenses:

Total Current Billing:

Total Now Due:

Amount

23.99 ✓

11.70 ✓

1.17 ✓

\$36.86 ✓

\$6,368.36

\$6,368.36 ✓


V#5100  
RR  
8TT10273-04-020  
OTTOK  
\$.2.2  
Prat


Timekeeper Summary

Name

Charlie Crossfield  
Don Childs  
Lisa Dworaczyk  
Michelle Pfeifer

Hours	Rate	Amount
2.10	180.00	\$378.00 ✓
28.10	180.00	\$5,058.00 ✓
9.80	90.00	\$882.00 ✓
0.30	45.00	\$13.50 ✓

  
12-09-08

  
12-5-08

			<u>Hours</u>	<u>Amount</u>
		for same. Work on existing LCRA line conflict issues at Dowdy property.		
11/03/08	CDC	Read and respond to e-mails from Commissioner Long and Don Childs.	0.40	\$72.00
	LD	Work on check request for Dowdy/Parcel 25 option fee.	0.50	\$45.00
11/05/08	DJC	Work on corrections to Foster contract.	0.30	\$54.00
11/07/08	LD	Telephone conference with Joe England and Jesse Alba regarding pipeline easements on the Dowdy tract. Review Leander Water Supply exhibits.	0.50	\$45.00
11/12/08	DJC	Work on Foster engineering and access issues. Work on RV repair shop damage issues. Work on Foster exhibits.	0.80	\$144.00
	LD	Met with Harold and Johnnie Dowdy to deliver the option fee and verify brush removal.	1.00	\$90.00
11/13/08	LD	Mail copies of the fully executed option contract to Mr. Dowdy.	0.50	\$45.00
11/14/08	DJC	Meeting with engineers regarding Foster San Gabriel acquisition issues. Review existing easement documents for scope of uses. Work on utility relocation issues affecting acquisition. Work on possible deletion of parcels. Work on revision to contract and correspondence with Rick Hightower regarding same. Work on review of access permits and affect of acquisition of same.	4.30	\$774.00
	CDC	Conference with Joe England and Dannenbaum and Associates.	0.80	\$144.00
	CDC	Read and respond to e-mails from Don Childs regarding Foster San Gabriel.	0.40	\$72.00
11/16/08	DJC	Research agreements regarding application of development rules for Foster property, and revise contract regarding same. Work on revisions to improvement costs after deletion of parcels.	1.70	\$306.00
11/17/08	DJC	Telephone conference with Rex Bohls regarding platting, drainage and contract revision issues. Work on revision to drainage easement area issues, and telephone conference with engineers regarding same. Review redline version of Foster contract and work on revisions to same. Work on environmental approval issues. Work on RV park relocation issues.	2.40	\$432.00
	LD	Correspondence with Randy Wright regarding status of outstanding appraisals.	0.50	\$45.00
11/18/08	DJC	Work on retaining wall and final alignment issues. Receive and review comments on Foster contract, and work on drainage confirmation and exhibit issues.	1.80	\$324.00

			<u>Hours</u>	<u>Amount</u>
		Correspondence with Rick Hightower and work on Foster platting revision issues and contract revisions.		
11/18/08	LD	Correspondence with Randy and Tommy regarding revised field notes and appraisals for Parcels 26 and 28. Telephone conference with Harold Dowdy regarding the option contract.	0.80	\$72.00
11/20/08	DJC	Work on Foster improvement valuation review and negotiations, and view same. Receive and review contract revisions from Hightower and work on responses. Receive and review revised drainage easement document, and work on revisions to contract for same.	1.80	\$324.00
11/21/08	CDC	Read and respond to e-mails from Don Childs and Rex Bohls regarding Foster/San Gabriel tract.	0.20	\$36.00
	DJC	Telephone conference with Rex Bohls regarding subdivision entrance costs, and work on negotiations for same. Correspondence with Rick H. and work on title curative issues for Foster.	1.00	\$180.00
	LD	Receive and review revised field notes for Parcel 26 and Parcel 28.	0.50	\$45.00
11/24/08	DJC	Work on Foster San Gabriel special provisions and revisions to contract for same. Work on waiver of appraisal and fair market issues for same and draft documents for approval by landowners. Work on RV park cost and relocation issues. Work on utility relocation and conflict issues. Work on retaining wall and remainder damage issues for parcels 26 and 28. Work on well use and relocation of access issues.	2.70	\$486.00
	LD	Work on Parcel 26 and Parcel 28 files. Correspondence with Dannenbaum regarding revised field notes.	0.80	\$72.00
11/25/08	DJC	Telephone conference with pastor of parcel 15 church and work on potential relocation and leaseback issues. Correspondence with appraisers regarding field notes and drainage issues. View parcel 15 for remainder configuration issues. Work on PEC relocation issues, telephone conference with PEC attorney regarding same and work on agreement.	2.50	\$450.00
	LD	Telephone conference with Pastor Ray from Life Springs Church regarding status and process of ROW acquisitions on US 183 extension.	0.70	\$63.00
	LD	Telephone conference with Laura Harris regarding acquisitions on Parcel 26, Parcel 28 and Parcel 14.	0.50	\$45.00
	MP	Research and e-mail to Don regarding the Butler Contract.	0.30	\$13.50
Sub-total Fees:			40.30	\$6,331.50

**Sheets & Crossfield, P.C.**

309 E. Main St.  
Round Rock, TX 78664  
(512) 255-8877

Statement as of November 30, 2008

Statement No. 23112

Williamson County  
The Honorable Judge Dan A. Gattis  
Williamson County Commissioner's Court  
710 Main  
Georgetown TX 78626

U.S. 183 San Gabriel to SH29 - PTT0273-04-026

Matter ID: 1027.0540

**Professional Fees:**

			<u>Hours</u>	<u>Amount</u>
10/26/08	DJC	Work on survey exhibits and identification of improvements within acquisition for Foster, and view property regarding same. Correspondence with surveyor and landowner regarding same. Work on Dowdy brush removal issues.	2.10	\$378.00
10/27/08	LD	Telephone conference with Willie Kopecky regarding the timeline for closing. Telephone conference with Julia at Texas American Title regarding same.	0.50	\$45.00
10/28/08	CDC	Read and respond to e-mails from Commissioner Long.	0.30	\$54.00
10/29/08	DJC	Telephone conference with Barron regarding RV Dream and church acquisition issues, and work on analysis of same. Review file and prepare deed for Kopecky acquisition.	1.60	\$288.00
10/30/08	LD	Telephone conference and meeting with Harold Dowdy regarding brush removal and the option contract. Receive and review executed option contract and memorandum.	2.00	\$180.00
10/31/08	DJC	Correspondence with Doug Lewis regarding improvement compensation and relocation issues. Prepare for and attend meeting with Dowdy regarding brush and Leander well issues. Work on confirmation of well use by Leander. Work on scope of Fugro contract issues. Telephone conference with Rex Bohls regarding contract and title issues.	2.50	\$450.00
	LD	Prepare for and attend meeting with Harold Dowdy regarding brush removal and the option contract.	1.00	\$90.00
11/03/08	DJC	Search and review title documents and encumbrances for Foster property for curative issues, and prepare draft real estate contract for Foster purchase. Work on possible reconfiguration issues	2.60	\$468.00