

Vivian Wood

From: saul.e.ramirez@bnymellon.com
Sent: Tuesday, February 24, 2009 11:56 AM
To: Vivian Wood
Subject: RE: Avery Ranch Road District No 1. Escrow/Deposit Agreement
Attachments: Dreyfus Cash Mgmt - Part.pdf; Gov (2) - Part.pdf; Dreyfus [Participant] - 06_08.pdf; JPM [Morgan] - 2008_07.pdf

Hi Vivian,

I wanted to follow up again on the Escrow funds and their investment with some rates for you.

Currently funds are invested in JPMorgan US Govt Morgan Shares #3916 with a current yield of 0.14.

I've included the a rate sheet for Dreyfuss Govt Cash Management at .10 and a Dreyfuss Cash Management with a yield of .61 (See attached file: Dreyfus Cash Mgmt - Part.pdf)

I read the Escrow Agreement and while the funds do not belong to Williamson County, the Issuer, Avery Ranch Road District No. 1, c/o Williamson County, directs the investment. The County Judge, John C. Doerfler, at the time signed the Agreement and the Investment Instructions.

I've attached a fund information sheet for Dreyfus , with a current yield of

Please let me know if you have an interest and I can provide you with an Investment Authorization letter.

(See attached file: Gov (2) - Part.pdf)

(See attached file: Dreyfus [Participant] - 06_08.pdf)

(See attached file: JPM [Morgan] - 2008_07.pdf)

Saúl E. Ramirez
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"Vivian Wood"
<vwood@wilco.org
>

03/24/2008 11:53

<saul.e.ramirez@bnymellon.com>

To

cc

AM

Subject
RE: Avery Ranch Road District No
1. Escrow/Deposit Agreement

Saul, I am sorry to have taken so long to answer your question in regard to investing the Avery Ranch Road Funds. I do not have the ability to invest the funds. They do not belong to Williamson County. I would think that your question should be directed to the governing board for the Avery Ranch Road District. If the funds were available to invest via Williamson County, we would not be able to utilize Dreyfus Cash Management. v

Vivian L. Wood
Williamson County Treasurer
512-943-1540
512-943-1590 Fax
vwood@wilco.org

-----Original Message-----

From: saul.e.ramirez@bnymellon.com [mailto:saul.e.ramirez@bnymellon.com]

Sent: Wednesday, March 12, 2008 4:58 PM
To: Vivian Wood
Cc: saul.e.ramirez@bnymellon.com
Subject: Avery Ranch Road District No 1. Escrow/Deposit Agreement

Vivian,

I was speaking with Kathy Kohutek on a W-9 matter, which she is helping me on, but I also asked her if Williamson County would be interested in investing the funds that we receive from you in a Dreyfus Money Market Fund. She said I should contact you regarding that.

I'm attaching a fact sheet on a Dreyfus fund that you may want to consider along with a prospectus and an authorization form. The Escrow Agreement allows for investments to be made as instructed by the Issuer, Avery Ranch Road, District No. 1.

(See attached file: DreyfusCashManagementParticipantFactSheet.pdf)(See attached file: Investment Authorization.pdf)(See attached file: ProspectusDreyfus.pdf)

Please see NEW EMAIL ADDRESS BELOW

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Please refer to <http://disclaimer.bnymellon.com/eu.htm> for certain disclosures relating to European legal entities.

The information contained in this e-mail, and any attachment, is confidential and is intended solely for the use of the intended recipient. Access, copying or re-use of the e-mail or any attachment, or any information contained therein, by any other person is not authorized. If you are not the intended recipient please return the e-mail to the sender and delete it from your computer. Although we attempt to sweep e-mail and attachments for viruses, we do not guarantee that either are virus-free and accept no liability for any damage sustained as a result of viruses.

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**Dreyfus Cash Mgmt/Part****Fund Features**

Fund Manager: Patricia Larkin
 Category: First Tier Instit
 Inception Date: 11/21/1996
 Minimum Investment: 10,000,000
 Ratings(Moody's/S&P/Fitch): Aaa/AAAm/AAA/V-1+

NASDAQ: DPCXX
 CUSIP: 26188J503
 Purchase Deadline: 5:00 PM
 Redemption Deadline: 5:00 PM
 Distribution Channel: 5:00 PM

Daily Performance (As of February 18, 2009)

Portfolio Assets (\$mls): 38,527.0
 7-Day Yield: 0.61

1-Day Yield: 0.61
 30-Day Yield: 0.81

Weekly Performance (As of February 10, 2009)

Portfolio Assets (\$mls): 39,013.7
 7-Day Yield: 0.75 %

Avg Mat(days): 41
 30-Day Yield: 0.89 %

Monthly Performance (As of January 31, 2009)

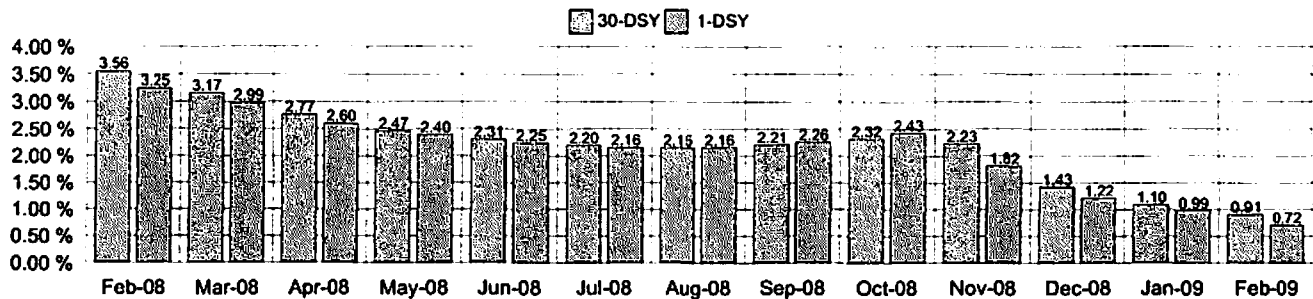
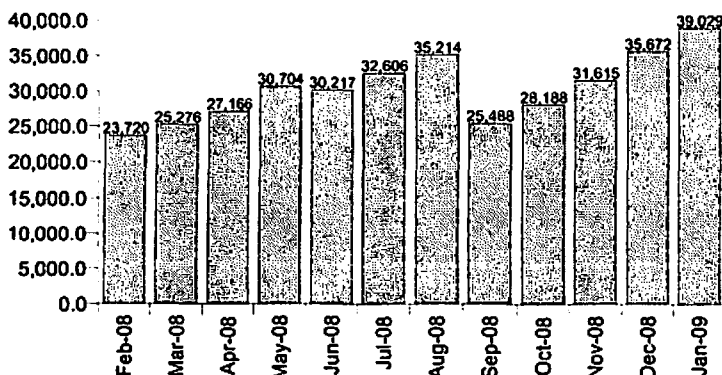
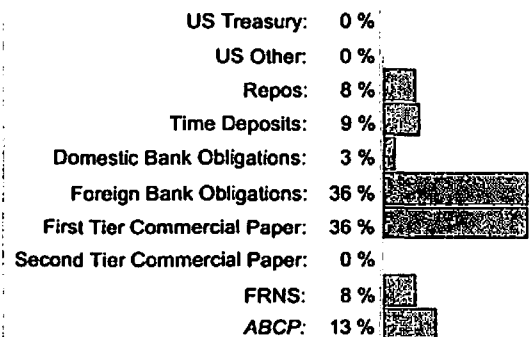
Portfolio Assets (\$mls): 39,028.8
 YTD Return: 0.99 %
 1-Mo Return: 0.99 %

Expense Ratio : 0.63 %
 3-Mo Return: 1.34
 6-Mo Return: 1.81

Annualized Returns (As of January 31, 2009)

1-Year: 2.24 %
 3-Year: 3.87 %

5-Year: 3.07 %
 10-Year: 3.13 %

1-Year Yield Trend (Month-End 1-Day & 30-Day)**1-Year Portfolio Asset (\$mls) Trend****Portfolio Holdings (As of February 10, 2009)**

Notes: Yields are net, simple and annualized. One month returns are net, simple and annualized. Periods up to one year are not, compound, annualized returns. Periods one year and greater than one year are iMoneyNet's growth rate formula.

An investment in a money market fund is not insured or guaranteed by any government or government agency and is not a bank deposit. Although the fund seeks to preserve the value of your investment, it is possible to lose money by investing in a money market fund. Money market fund yields will vary. This material must be preceded or accompanied by a prospectus which should be reviewed carefully. Money market fund ratings are subject to change and do not remove market risk. Yield quotations more closely reflect the current earnings of the money market fund than total return quotations.

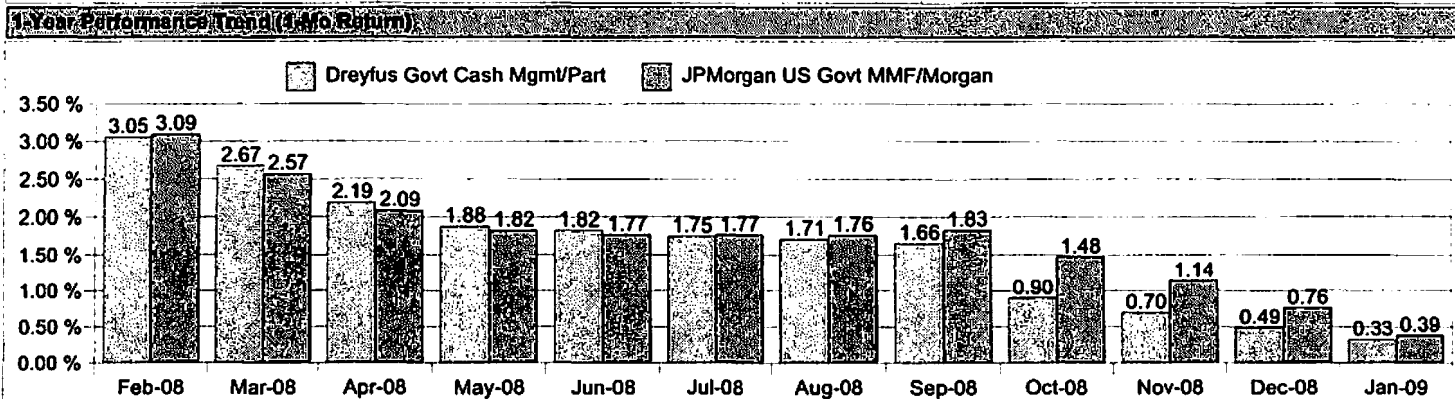
Printed: 02/18/2009

Source: Money Fund Analyzer, a service provided by iMoneyNet

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JPMorgan US Govt MMF/Morgan vs. Dreyfus Govt Cash Mgmt/Part

Fund Features	Dreyfus Govt Cash Mgmt/Part	JPMorgan US Govt MMF/Morgan
Fund Manager	Patricia Larkin	Doris Grillo
Inception Date	11/21/1996	02/18/2005
Portfolio Assets (January 31, 2009, \$mil)	40,765.5	93,400.2
Nasdaq	DPGXX	MJGXX
CUSIP	262006505	4812C2676
Minimum Investment	10,000,000	1,000
Primary Distribution Channels	Bank Affiliated	Bank Affiliated
Purchase Deadline	5:00 PM	5:00 PM
Redemption Deadline	5:00 PM	5:00 PM
Ratings(Moody's /S&P/Fitch)	Aaa/AAAm/-	Aaa/AAAm/-
Expense Ratio (January 31, 2009)	0.63%	0.59%
Daily Performance Yields (As of February 18, 2009)		
1-Day	0.10 %	0.14 %
7-Day	0.11 %	0.19 %
30-Day	0.15 %	0.24 %
Performance Returns (As of January 31, 2009)		
1-Month	0.33 %	0.39 %
3-Month	0.50 %	0.76 %
6-Month	0.96 %	1.23 %
YTD	0.33 %	0.39 %
Annualized Returns (As of January 31, 2009)		
1-Year	1.60%	1.71%
3-Year	3.55%	3.62%
5-Year	2.86%	-
10-Year	3.00%	-
Portfolio Holdings (As of February 17, 2009)		
US Treasury	0 %	0 %
US Other	47 %	45 %
Repos	33 %	34 %
Time Deposits	0 %	0 %
Domestic Bank Obligations	0 %	0 %
Foreign Bank Obligations	0 %	0 %
First Tier Commercial Paper	0 %	0 %
Second Tier Commercial Paper	0 %	0 %
FRNS	20 %	21 %
ABCP	0 %	0 %



Notes: Yields are net, simple and annualized. One month returns are net, simple and annualized. Periods up to one year are net, compound, annualized returns. Periods one year and greater than one year are iMoneyNet's growth rate formula.

An investment in a money market fund is not insured or guaranteed by any government or government agency and is not a bank deposit. Although the fund seeks to preserve the value of your investment, it is possible to lose money by investing in a money market fund. Money market fund yields will vary. This material must be preceded or accompanied by a prospectus which should be reviewed carefully. Money market fund ratings are subject to change and do not remove market risk. Yield quotations more closely reflect the current earnings of the money market fund than total return quotations.

**JPMorgan Institutional Trust Services
Disclosure and Authorization for Investment in the
JPMorgan Funds - Morgan Shares ("Morgan Shares")**

Account Name: Avery Ranch Road District No. 1 Collection Account

Trust Agreement: Agreement dated September 1, 2004

Account Number(s) and Description: 10220413

Disclosure: JPMorgan Chase Bank ("JPMorgan Chase") and its affiliates provide services to the JPMorgan Funds including investment advisory, custodial and administration services, and in such capacities may charge and receive fees from the funds. These fees are fully described in the enclosed Morgan Shares prospectus. Such fees are distinct from the fees charged and collected by JPMorgan Chase for trust, agency, escrow, account maintenance and/or cash management services performed. Please read the prospectus carefully before deciding to invest. JPMorgan Fund Distributors, Inc. is the funds' distributor and is not affiliated with JPMorgan Chase.

Additionally, as compensation for cash management and account maintenance services rendered with respect to your JPMorgan Fund investments, JPMorgan Chase will assess fees based upon the amount of those investments held by your account. The annualized cash management fee of 59 basis points, calculated on the average monthly balance of your mutual fund investment and automatically charged against your JPMorgan Fund earnings, will compensate JPMorgan Chase for services including, but not limited to, account maintenance and recordkeeping, account transactions processing and funds transfer.

Investment Authorization: The undersigned is an authorized representative of the below-named entity and is an authorized person for the above-named account with the authority to direct the investment of funds under the captioned Agreement. JPMorgan Chase is hereby expressly authorized and directed to invest in, on an on-going basis, the available cash on deposit in the captioned account(s), and to redeem shares of, to meet the cash requirements of the account(s), the following JPMorgan Funds:

<input type="checkbox"/> Treasury Plus Money Market Morgan Shares	<input type="checkbox"/> 100% U.S. Treasury Securities Money Market Morgan Shares
<input checked="" type="checkbox"/> U.S. Government Money Market Morgan Shares	<input type="checkbox"/> Federal Money Market Morgan Shares
<input type="checkbox"/> Prime Money Market Morgan Shares	<input type="checkbox"/> Tax Free Money Market Morgan Shares
<input type="checkbox"/> California Tax Free Money Market Morgan Shares	<input type="checkbox"/> New York Tax Free Money Market Morgan Shares
<input type="checkbox"/> Connecticut Tax Free Money Market Morgan Shares	<input type="checkbox"/> New Jersey Daily Municipal Income

Acknowledgments: It is acknowledged that JPMorgan Chase and its affiliates provide services to the JPMorgan Funds, including investment management, custody and administration services, for which JPMorgan Chase and such affiliates receive fees that are distinct from the fees charged by JPMorgan Chase for its corporate trust, escrow, cash management and account maintenance services. We have carefully reviewed the Morgan Shares prospectus, receipt of which is hereby acknowledged, including the fee disclosures contained therein, and we agree that such disclosure of the basis point fees payable to JPMorgan Chase and its affiliates by each fund, as such fees may be amended in any updated prospectus or other supplemental disclosure by the JPMorgan Funds, constitutes acceptable disclosure of compensation to JPMorgan Chase and its affiliates.

The undersigned, on behalf of the above-named account, hereby acknowledges and confirms that it has not been offered any advice or recommendation on investing in any JPMorgan Money Market Fund by JPMorgan Chase or any affiliate, and that it has been informed that non-U.S. residents may be subject to U.S. withholding taxes on their investment.

We understand that JPMorgan Chase acts as agent for the captioned account for purchases, sales and exchanges of JPMorgan Fund shares and will furnish us with a statement on a monthly basis setting forth for each such transaction: the date of execution and the identity, price and number of shares or units purchased, sold or exchanged. To the extent not already reflected in the applicable prospectus, such statement will include the amount of compensation to JPMorgan Chase and its affiliates (if any) in connection with the transaction. If we so request, we may receive a confirmation upon the execution of any such transaction without additional charge.

Subject to the terms and conditions herein and in the applicable funds prospectus, the undersigned releases and agrees to hold harmless the JPMorgan Funds and its agents and/or sub-agents against any claim, liability, loss, damage and expense for any act or failure to act in connection with fund shares, any related investment account, privileges or services, and oral or written instructions with respect thereto. We acknowledge and agree that JPMorgan Chase and its affiliates may exchange among themselves certain information regarding the captioned accounts' investments in the JPMorgan Funds.

Tax Certification: Taxpayer ID #: 74-6000978

Trust customer is a (check one): ☐ Corporation ☐ Municipality ☐ Partnership ☐ Non-profit or Charitable Organization ☐ Individual ☐ Trust ☐ REMIC ☒ Other Political Subdivision/Utilities

Under the penalties of perjury, the undersigned certifies that:

(1) the entity is organized under the laws of the United States, (2) the number shown above is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it), and (3) it is not subject to back-up withholding because: (a) it is exempt from backup withholding or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding. (If the entity is subject to backup withholding, cross out the words after (3) above.)

Investors who do not supply a tax identification number will be subject to back up withholding in accordance with IRS regulations. Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

This authorization and direction will remain in effect until and unless expressly revoked or superseded in writing.

Signature: _____

Printed Name: John C. Doerfler

Title: Williamson County Judge

Company: Avery Ranch Road District No. 1

Date: 11-1-04

ESCROW AGREEMENT

Avery Ranch Road District No. 1

THIS ESCROW AGREEMENT, dated as of September 1, 2004 (herein, together with any amendments or supplements hereto, called the "Agreement") is entered into by and between Avery Ranch Road District No. 1 (herein called the "Issuer") and JPMorgan Chase Bank, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, at an election held within the Issuer on May 5, 2001, the voter authorized the issuance of bonds in the maximum amount of \$17,000,000 in bonds in conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III of the Constitution and laws enacted pursuant thereto, for the purpose of constructing, reimbursing for the costs of constructing, acquiring by purchase, maintaining and operating macadamized, graveled or paved roads and turnpikes and related bridges, drainage works and other similar facilities and carrying out other improvements that are necessary, convenient or related thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of said Issuer, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds); and

WHEREAS, the Issuer has previously issued the following series of obligations from such voted authorization: \$6,425,000 Avery Ranch Road District No. 1 Unlimited Tax Road Bonds, Series 2002 and \$4,620,000 Avery Ranch Road District No. 1 Unlimited Tax Road Bonds, Series 2003 (the "Outstanding Bonds"); and

WHEREAS, the Issuer may issue additional obligations from the remaining authorized but unissued bonds (the Outstanding Bonds together with any additional obligations collectively referred to as the "Obligations"); and

WHEREAS, to streamline the debt payment process and to minimize the administrative burden of the Issuer in connection with the Obligations, the Issuer desires to have all ad valorem taxes of the Issuer collected by the Williamson County Tax Assessor/Collector transferred directly to the Escrow Agent; and

WHEREAS, the Escrow Agent shall hold such tax money until needed to pay principal and interest on the Obligations together with any paying agent/registrar and escrow agent fees.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"Escrow Fund" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the investments held within the Escrow Fund.

"Paying Agent" means JPMorgan Chase Bank as paying agent for the Obligations.

"Tax Assessor/Collector" means the Williamson County Tax Assessor/Collector.

Section 1.02. Other Definitions. The terms "Agreement", "Issuer", "Escrow Agent", "Obligations", and "Paying Agent", when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits in the Escrow Fund. Upon receipt from time to time, the Tax Assessor/Collector shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the ad valorem tax receipts of the Issuer.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the Issuer's Escrow Fund (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt of the ad valorem tax receipts of the Issuer it will irrevocably deposit to the credit of the Escrow Fund such funds. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Obligations at their respective maturity or redemption dates and interest thereon to such maturity or redemption dates.

Section 3.03. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.04. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by obligations as authorized by law for deposits of Williamson County, Texas.

ARTICLE IV

INVESTMENTS

Section 4.01. The Escrow Agent shall invest and reinvest the Funds in the JPMorgan US Government Money Market Fund #220, unless otherwise instructed in writing by the Issuer. Such written instructions, if any, referred to in the foregoing sentence shall specify the type and identity of the investments to be purchased and/or sold and shall also include the name of the broker-dealer, if

any, which Issuer directs the Escrow Agent to us in respect of such investment, any particular settlement procedures required, if any (which settlement procedures shall be consistent with industry standards and practices), and such other information as Escrow Agent may require. Escrow Agent shall not be liable for failure to invest or reinvest funds absent sufficient written direction. Unless Escrow Agent is otherwise directed in such written instructions, Escrow Agent may use a broker-dealer of its own selection, including a broker-dealer owned by or affiliated with Escrow Agent or any of its affiliates. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder. It is expressly agreed and understood by the parties hereto that Escrow Agent shall not in any way whatsoever be liable for losses on any investments, including but not limited to, losses from market risks due to premature liquidation or resulting from other actions pursuant to this Escrow Agreement. All interest earned on the funds will be deposited in the Escrow Fund and shall become part of the funds. All investments will be made for such periods to ensure funds are available to pay principal and interest on the Obligations when due.

Section 4.02. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligation would cause any Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Obligations.

Section 5.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 6.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 6.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 6.03. Compensation. The Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement as set forth in Exhibit "B" attached hereto.

Section 6.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Obligations or to any other person or persons in connection with this Agreement.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 7.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described herein.

Section 7.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Obligations.

EXECUTED as of the date first written above.

AVERY RANCH ROAD DISTRICT NO. 1

By: John C. Daerfler 4-1-04
County Judge

JPMORGAN CHASE BANK

By: _____

Title: _____

Cory Miller
Vice President

EscrowAgreementSignaturePage

Avery Ranch Road Dist No 1 (Voter Tax Road Bonds 2004): Escrow Agreement

INDEX TO EXHIBITS

Exhibit "A" Addresses of the Issuer and the Escrow Agent

Exhibit "B" Fee Schedule

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

ISSUER

Avery Ranch Road District No. 1
c/o Williamson County
710 Main Street, 2nd Floor
Georgetown, Texas 78626

ESCROW AGENT

JPMorgan Chase Bank
Issuer Administrative Services
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

EXHIBIT "B"
ESCROW FEE SCHEDULE

Fees for the Bank's standard services shall be as follows:

<i>New Account Acceptance Fee</i>	<i><u>\$ 0.00</u></i>
<i>Payable upon Account Opening</i>	
<i>Minimum Administrative Fee</i>	<i><u>\$ 1,500.00</u></i>
<i>Payable Upon Account Opening and in Advance</i>	
<i>for each year in which we act as Escrow Agent</i>	

A New Account Acceptance Fee will be charged for the Bank's review of the Escrow Agreement along with any related account documentation. A one (1) year Minimum Administration Fee will be assessed for any account opened. The account will be invoiced in the month in which the account is opened and annually thereafter. Payment of the invoice is due 30 days following receipt.

The Administrative Fee will cover a maximum of fifteen (15) annual administrative hours for the Bank's standard Escrow services including account setup, safekeeping of assets, investment of funds, collection of income and other receipts, preparation of statements comprising account activity and asset listing, and distribution of assets in accordance with the specific terms of the Escrow Agreement.

Extraordinary Services:

Any additional services beyond our standard services as specified above, such as annual administrative activities in excess of fifteen (15) hours and all reasonable out-of-pocket expenses including attorney's fees will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Bank's standard rate.

Modification of Fees:

Circumstances may arise necessitating a change in the foregoing fee schedule. The Bank will attempt at all times, however, to maintain the fees at a level which is fair and reasonable in relation to the responsibilities assumed and the duties performed.

**AGREEMENT FOR ISSUANCE
OF PAYMENT INSTRUCTIONS**

AGREEMENT made this 1st day of September, 2004 between Avery Ranch Road District No. 1 ("Customer") and JPMorgan Chase Bank ("Bank").

WHEREAS, Bank, through Institutional Trust Services, provides services to Customer pursuant to which Customer may, from time to time, issue payment instructions to Bank, in writing, by telephone or by copier in connection with funds transfers; and

WHEREAS, Bank may, from time to time, wish to verify the authenticity of payment instructions issued in the name of Customer by means of a commercially reasonable security procedure; and

WHEREAS, Customer wishes to arrange for Bank to verify the authenticity of such payment instructions, at Bank's discretion in accordance with the security procedure described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Customer may issue payment instructions to Bank, by telephone or in writing by telecopier, as arranged, for debit to Customer's account, subject to Bank's acceptance. Payment instructions, or any communication seeking to cancel or amend payment instructions, will be received and processed by Bank only on Bank's banking days and within its established cut off hours.**
- 2. In the event payment instructions are given (other than in writing at the time of execution of the underlying agreement pursuant to which Bank provides services to Customer) in writing, by telephone or in writing by telecopier, Bank is authorized to seek confirmation of such instructions by telephone call-back to any person designated on the Schedule attached hereto, and Bank may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in a writing, purporting to be executed on behalf of the Customer by a person designated on the Schedule or in a prior writing pursuant hereto, and actually received and acknowledged by Bank. Customer acknowledges that such security procedure is commercially reasonable. It is understood, however, that Bank shall not be required to verify payment instructions pursuant to the above described security procedure (a) when the amounts to be transferred are below dollar thresholds from time to time established by Bank, (b) when payment information (other than dollar amount and date of payment) have been pre-established with Bank, (c) when Customer is the beneficiary of the funds transfer or (d) when the circumstances otherwise warrant as determined by Bank in its reasonable discretion.**
- 3. It is understood and agreed that Bank and the beneficiary's bank in any funds transfer may solely rely upon any account number or similar identifying number provided by Customer to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Bank may debit Customer's account in connection with any payment orders issued by Bank using any such identifying numbers, even where their use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated by Customer.**
- 4. In receiving and processing Customer's payment instructions and in issuing payment orders in furtherance thereof, Bank, to the maximum extent permitted by law, shall not be liable for: (i) events or circumstances beyond reasonable control of Bank or (ii) indirect, special or consequential damages.**
- 5. Bank may provide Customer, from time to time, with additional or changed procedures or instructions in connection with the matters described herein, upon written notice to Customer.**

6. This Agreement shall be coterminous with the underlying agreement or agreements between Bank and Customer pursuant to which Customer may issue payment instructions to Bank.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, effective as of the day and year first written above.

Avery Ranch Road District No. 1
("Customer")

John C. Doerfler
Printed Name of Authorized Signatory

John C. Doerfler 11-1-09
Signature

Williamson County Judge
Title

JPMorgan Chase Bank
("Bank")

Cary Gilliam
Printed Name of Authorized Signatory

Cary Gill
Signature

Vice President.
Title

SCHEDULE

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Payment Instructions**

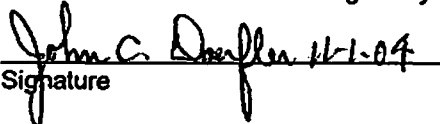
Bank is authorized to confirm payment instructions issued in the name of Customer with any person purporting to be a person designated below, whether or not that person is the person who has issued the payment instructions to Bank.

Name	Telephone Number
Deborah M. Hunt	(512) 943-1601
Vivian Wood	(512) 943-1540
N/A	N/A
N/A	N/A
N/A	N/A

(Note: If less than five persons, type "N/A" on excess lines provided. If more than five persons, attach and sign a supplemental Schedule.)

AVERY RANCH ROAD DISTRICT NO. 1
Customer Name

John C. Doerfler
Printed Name of Authorized Signatory


Signature

Williamson County Judge
Title