

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-001

**Approving a Financial Assistance Agreement with the Texas Department of
Transportation for the Manor Expressway Project**

WHEREAS, the Texas Transportation Commission on September 20, 2010, adopted its Minute Order 112444 granting final approval of the request by Central Texas Regional Mobility Authority's for assistance in financing construction costs for the Manor Expressway Project in the amount of \$126.7 million; and

WHEREAS, Minute Order 112444 authorizes the executive director of the Texas Department of Transportation to enter into a financial assistance agreement with the Central Texas Regional Mobility Authority; and

WHEREAS, discussions between the respective staff and attorneys of the Texas Department of Transportation and the Central Texas Regional Mobility Authority have produced a proposed Financial Assistance Agreement consistent with the approval granted by Minute Order 112444 and appropriate for execution by the respective executive directors of the Texas Department of Transportation and Central Texas Regional Mobility Authority.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the grant of financial assistance from the Texas Department of Transportation to the Central Texas Regional Mobility Authority as set forth in Texas Transportation Commission Minute Order No. 112444; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Executive Director to finalize and execute a financial assistance agreement with the Texas Department of Transportation in the form or substantially in the form of the proposed Financial Assistance Agreement attached as Attachment A to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-001
Date Passed: 1/26/11

FINANCIAL ASSISTANCE AGREEMENT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas ("CTRMA"), for the purpose of providing financial assistance in connection with the development and construction of the proposed Manor Expressway in Travis County.

RECITALS

The parties acknowledge the following:

A. The CTRMA is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.1 *et seq.* (the "RMA Rules").

B. The CTRMA's goals include improving mobility within Travis and Williamson counties. To further that goal, the CTRMA has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate the proposed Manor Expressway – 290 East Toll Project, a 6.2 mile toll project in Travis County to improve the existing US 290 facility from US 183 (western terminus) to just east of State Highway 130 (eastern terminus) (the "Manor Expressway"). The purpose of the Manor Expressway is to effectively and expeditiously respond to increased transportation demands while enhancing mobility, advancing operational efficiency, and improving safety within the US 290 East corridor. The Manor Expressway is included in the 2035 Transportation Plan approved by the Capital Area Metropolitan Planning Organization ("CAMPO") Transportation Policy Board on May 24, 2010 and is consistent with the Statewide Transportation Plan.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Texas Transportation Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility of a public entity.

D. Section 370.301 of the RMA Act authorizes TxDOT to provide for or contribute to the payment of costs of the design, financing, construction, operation, or maintenance of a turnpike project of the CTRMA on terms agreed to TxDOT and the CTRMA.

E. TxDOT has adopted rules at 43 TEX. ADMIN. CODE § 27.50 *et seq.* (the "Toll Equity Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility which is not under its jurisdiction.

F. On July 30, 2008, TxDOT and the CTRMA executed a market valuation agreement in which they agreed to waive the development of a market valuation pursuant to Transportation Code, Sec. 228.0111(f-1) and further agreed that the Manor Expressway would be developed pursuant to specified terms and conditions.

G. On December 17, 2008, the CTRMA Board of Directors voted to exercise the CTRMA's option to develop the Manor Expressway pursuant to Transportation Code, Sec. 228.0111(g).

H. On or about July 2, 2010, the CTRMA submitted a request, pursuant to the Toll Equity Rules, for financial assistance in the amount of \$126.7 million to fund the costs of constructing the Manor Expressway, from east of US 183 to east of SH 130, including without limitation the costs of right of way acquisition and utility relocation.

I. On July 29, 2010, and September 30, 2010, the Texas Transportation Commission (the "commission"), pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval of the grant by TxDOT of financial assistance in the amount of \$126.7 million, to be used for the purposes identified in the preceding paragraph. In Minute Order No. 112444, approved on September 30, 2010, the commission authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the CTRMA.

J. On January 29, 2011, the CTRMA Board of Directors (the "Board") accepted the grant of financial assistance and, in Resolution No. 11 - __, authorized the Executive Director of the CTRMA to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. TxDOT will provide financial assistance to the CTRMA in the amount \$126.7 million, to be used to pay or provide reimbursement for the costs of constructing the Manor Expressway, from east of US 183 to east of SH 130, including without limitation the costs of right of way acquisition and utility relocation. This funding is committed by TxDOT and is not subject to future discretionary actions of TxDOT or the commission. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the Manor Expressway and will be used to secure funding for project construction, and that contractors, rating agencies, capital markets and capital markets participants, and other third parties will act in reliance on the availability of the funds as reflected herein. The parties further recognize and acknowledge that the funds committed herein may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of those funds.

2. Funds to be made available pursuant to this Agreement shall be disbursed over a period of five fiscal years beginning in FY 2012. Subject to the foregoing, and provided that CTRMA is in compliance with the terms of this Agreement, funds shall be disbursed in quarterly disbursements of equal amounts within each fiscal year in the aggregate amount for each fiscal year set forth below. The quarterly disbursements shall be made on the following dates within each fiscal year (provided that if such day falls on a weekend or holiday, the disbursement shall be made on the next business day): October 31, February 9, May 21, and August 31.

(a) FY 2012- \$16,800,000.00

- (b) FY 2013- \$31,000,000.00
- (c) FY 2014- \$42,900,000.00
- (d) FY 2015- \$24,000,000.00
- (e) FY 2016- \$12,000,000.00

By way of example, in FY 2014, TxDOT shall disburse \$10,725,000.00 on each of the aforementioned dates (subject to the terms of this Agreement). The CTRMA will maintain transaction level expenditure information relating to expenditures paid or reimbursed with funds provided under this Agreement, and will provide, on a quarterly basis, a written report prepared by its General Engineering Consultant detailing the status of project construction and the specific use of the granted funds during the previous quarter, including without limitation the use of those funds to reimburse costs incurred in anticipation of the receipt of those funds. Costs paid or reimbursed by the CTRMA using funds granted under this Agreement shall be paid or reimbursed in accordance with applicable policies of the CTRMA and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87.

3. The CTRMA will deliver to TxDOT prior to each disbursement a certificate in which the CTRMA certifies that the disbursement, when added to the amount of all prior disbursements, will not exceed the aggregate amount of project construction costs. TxDOT shall have the right to request and the CTRMA shall provide written documentation, including copies of invoices, reports or notices, evidencing previously incurred costs being reimbursed or in support of the need for the disbursed funds and the intended use of those funds.

4. To the extent funds disbursed hereunder are utilized, consistent with the authorized purposes under this Agreement, to procure tangible work product, TxDOT shall have the right to review such work product.

5. Subject to paragraph 6 below and this paragraph 5, amounts disbursed to, or on behalf of, the CTRMA pursuant to this Agreement shall not be subject to repayment to TxDOT, provided that the CTRMA agrees to use surplus revenues (as that phrase is defined in the RMA Act) from the Manor Expressway to pay the costs of other transportation projects as authorized by Sec. 370.174(b) of the RMA Act, in an amount at least equal to the amount of funds disbursed under this Agreement.

6. In the event that development of the Manor Expressway is terminated by the CTRMA prior to opening of the project for revenue operation, then: (i) all work product and right of way procured with funds granted under this Agreement shall, at TxDOT's request, be transferred to the department, along with all right, title and interest in and to such work product or right of way; and (ii) TxDOT shall disburse to the CTRMA any undisbursed amounts of the financial assistance needed to pay or reimburse costs incurred by the CTRMA prior to such termination; provided that such disbursement shall not exceed the aggregate amount of project construction costs incurred prior to such termination. All unexpended funds provided to CTRMA under this Agreement that exceed the aggregate amount of project construction costs incurred prior to such termination shall be returned to TxDOT.

7. The CTRMA will comply with applicable state and federal law in the performance of its work under the Agreement and will comply with any other applicable provision of the Toll Equity Rules and the requirements of the project development agreement relating to the performance of work. The CTRMA shall not begin construction of the Manor Expressway until a project development agreement for the project is executed by TxDOT and the CTRMA.

8. The CTRMA will maintain its books and records relating to the Manor Expressway, the financial assistance provided under the Agreement, and costs paid or reimbursed using funds provided under the Agreement in accordance with the requirements of the Toll Equity Rules, and will comply with the audit requirements and other requirements relating to project records in accordance with the Toll Equity Rules.

9. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

10. This Agreement does not constitute TxDOT approval of the Manor Expressway or TxDOT approval for the CTRMA to construct the Manor Expressway.

11. The parties acknowledge and agree that the CTRMA must comply with all environmental permits, issues and commitments necessary for development and ultimate operation of the Manor Expressway. The CTRMA shall provide TxDOT with written certification from appropriate regulatory agencies that identified environmental problems have been addressed in the environmental clearance documentation.

12. This Agreement shall be effective from the date indicated below until December 31, 2020. Any funds not expended at that time will not be available to the CTRMA.

This Agreement shall be effective as of the _____ day of _____, 2011.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E., Executive Director

**THE CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Mike Heiligenstein, Executive Director

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-002

**Approving a Project Development Agreement with the Texas
Department of Transportation for the Manor Expressway Project**

WHEREAS, the 290 East Toll Project is an approximately 6.2 mile toll project in Travis County under development by the Central Texas Regional Mobility Authority (the "Authority"); is located along the existing US 290 corridor, extending eastward from existing US 290 at the US 183 interchange to east of SH 130; and will include three tolled lanes and three nontolled frontage road lanes in each direction, and also including four direct connectors at the US 290/US 183 interchange already under construction using funding provided through the American Recovery and Reinvestment Act of 2009 (the "Project"); and

WHEREAS, at its meeting on January 27, 2011, the Texas Transportation Commission is scheduled to consider and may authorize execution by the Executive Director of the Texas Department of Transportation of a Project Development, Operation, and Maintenance Agreement for the 290 East Toll Project ("Manor Expressway") between TxDOT and the Central Texas Regional Mobility Authority (the "Manor Expressway PDA"), a copy of which is attached to this resolution as Attachment "A;" and


WHEREAS, the Manor Expressway PDA will establish the terms and conditions of the CTRMA/TxDOT relationship for development, design, construction, operation, and maintenance of the Project; and

WHEREAS, the CTRMA staff recommends approval of the proposed Manor Expressway PDA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Manor Expressway PDA in the form or substantially in the form attached as Attachment "", and authorizes its Executive Director to finalize and execute that document in the form or substantially in the form authorized by the Texas Transportation Commission.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-002
Date Passed: 1/26/11

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**PROJECT DEVELOPMENT, OPERATION, AND
MAINTENANCE AGREEMENT
290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")**

**290 EAST TOLL PROJECT
PROJECT DEVELOPMENT, OPERATION, AND MAINTENANCE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as "TxDOT," and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the "Authority," is executed to be effective this ____ day of _____, 2011 (the "Effective Date").

WITNESSETH

WHEREAS, on September 3, 2002, Travis and Williamson Counties (the "Counties") petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Central Texas Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 109052 adopted by the Commission on October 31, 2002, the Commission authorized the creation of the Authority; and

WHEREAS, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §26.01 *et seq.* (the "RMA Rules"), as well as its own policies and procedures; and

WHEREAS, the Authority is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and

WHEREAS, the 290 East Toll Project is an approximately 6.2 mile toll project situated in Travis County and located along the existing US 290 corridor, extending eastward from existing US 290 at the US 183 interchange to east of SH 130, and will include three tolled lanes and three nontolled frontage road lanes in each direction (the "Project"); and

WHEREAS, the Authority is already constructing four direct connectors at the US 290/US 183 interchange, using funding provided through the American Recovery and Reinvestment Act of 2009; and

WHEREAS, in Minute Order No. _____ adopted by the Commission on _____, 200_, the Commission designated the construction of tolled lanes on 290 East as a toll project pursuant to Section 228.051 of the Texas Transportation Code; and

WHEREAS, a formal waiver of development of a market valuation for the Project pursuant to Section 228.0111(f-l) of the Texas Transportation Code was implemented by execution of a market valuation waiver agreement between TxDOT and the Authority dated July 30, 2008; and

WHEREAS, under the terms of the market valuation waiver agreement, the Authority agreed to present certain policies related to the terms and conditions for the development, construction, and operation of a toll project to the Capital Area Metropolitan Planning Organization (the "MPO") for its consideration pursuant to Section 228.0111(g); and

WHEREAS, the terms and conditions were approved by the MPO on December 1, 2008, enabling the Authority to formally consider its option to develop the Project as provided by Section 228.0111(g); and

WHEREAS, in Resolution No. 08-62, dated December 17, 2008 the Authority took appropriate action as required by Section 228.0111(g) and exercised its option to develop, construct, and operate the Project under the terms and conditions approved by the MPO; and

WHEREAS, in Resolution No. 10-22, dated March 31, 2010, the Authority Board of Directors approved the issuance of a request for qualifications for the development of the Project through a design/build comprehensive development agreement ("Design/Build CDA"); and

WHEREAS, in Minute Order No. _____ dated _____, 201__, the Commission authorized the Executive Director to enter into a project development agreement with the CTRMA; and

WHEREAS, this Agreement is necessary and desirable to clarify the relationships between TxDOT and the Authority in connection with the development, design, construction, operation and maintenance of the Project.

A G R E E M E N T

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Authority agree as follows:

1. **Support for the Project.** TxDOT acknowledges its approval of, and support for, the financing, design, acquisition, construction, operation and maintenance by the Authority of the Project as a turnpike project pursuant to the RMA Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement and in furtherance of the purposes of this Agreement and are consistent with applicable law. Unless and until the Authority elects to abandon its efforts to construct and operate the Project or such time periods within which the

Authority must pursue the Project, as required by law, lapse, TxDOT shall not advance any alternative to or conflicting proposal for the development of any segment of the Project. Further, in its consideration of any project that might affect the Project, TxDOT shall make good faith efforts to minimize or avoid any material adverse impact on the Project or its operations.

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other party to construct, operate, permit, or support (a) any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes, (b) any rail project, (c) any HOV lanes required by environmental regulatory agencies, or (d) any highway projects or portions of a highway project included in any of the following transportation plans and programs:

- (i) 2008-2011 Statewide Transportation Improvement Program (STIP);
- (ii) 2010 Unified Transportation Program (UTP);
- (iii) CAMPO 2035 Regional Transportation Plan adopted by the Capital Area Metropolitan Planning Organization (CAMPO); or
- (iv) any future transportation plan or program adopted by CAMPO or a successor agency.

2. Transfer, Acquisition and Use of Right-of-Way. The Project will be developed in a manner that allows for the tolled mainlanes to be owned, operated and maintained by the Authority, and the non-tolled frontage roads, including the cross streets within the right-of-way, to be owned, operated and maintained by TxDOT. The Authority shall be responsible for acquiring the additional right-of-way necessary for the Project, and will do so in the name of the State of Texas or in the name of the Authority with provision for subsequent transfer to the State for the right-of-way to be used for the nontolled frontage roads.

It is the shared intent of TxDOT and the Authority that, after compliance with the applicable requirements of Subchapter D of Chapter 228 of the Texas Transportation Code (“Subchapter D”) and 43 TEX. ADMIN. CODE §§27.11-27.16, the Project’s main lanes and associated right-of-way shall be removed from the state highway system and transferred to the Authority as more specifically set forth in the following paragraph and pursuant to an agreement for the lease, sale, or conveyance of a toll project or system under Subchapter D (the “Transfer Agreement”). The frontage roads will not be transferred and shall remain on the state highway system.

Subject to (a) complete execution of the Transfer Agreement, (b) completion of the required public hearings, (c) approval by the Commission and (d) approval by the Governor, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by TxDOT (or otherwise held by TxDOT) for the purpose of constructing and operating the main lanes of the Project (the “Property Interests”) shall be removed from the state highway system and transferred by TxDOT to the Authority. To further evidence that transfer, one or more deed(s) without warranty shall be prepared and recorded, utilizing the legal descriptions attached to the applicable Minute Order, which legal descriptions shall be prepared by the Authority at its cost and expense and include any corrections reasonably determined by TxDOT and mutually agreed to by the parties. All costs of

recording shall be the responsibility of the Authority. The property interests are transferred “as is,” without warranty of title, and subject to all matters of record. The foregoing transfer of the property interests shall include all structures and improvements of any kind now or hereafter situated thereon, together with all stored materials, if any.

At such time as is mutually agreed to by the parties, but no later than _____, 20__, the Authority shall petition the Commission for approval of the transfer of the Property Interests pursuant to Subchapter D and 43 TEX. ADMIN. CODE §§27.11-27.16. TxDOT agrees to promptly take such actions as are reasonably required to secure approval of the transfer as soon as possible following the filing of the petition. [TxDOT shall recommend to the Commission that it waive repayment of any amounts otherwise owed under Section 228.153 of the Texas Transportation Code.] The Authority acknowledges that the Governor’s Office acts independently in determining whether such transfer petition should be approved, and that the time needed for such Governor’s Office review and approval after receipt of the transfer petition is beyond TxDOT’s control.

Prior to such time that any right-of-way for the Project, or any portion thereof, is transferred to the Authority, the Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry and possession on, over, and under such area and right of way owned by, subsequently acquired, and otherwise under TxDOT’s control and as necessary to enable the Authority to cause the Project to be constructed. Such license and rights of entry and possession shall remain in effect unless and until responsibility for construction of the Project reverts to TxDOT or is otherwise acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law. Additionally, TxDOT grants to the Authority a license and right of entry and possession on, over, and under such area and right-of-way owned by, subsequently acquired, and otherwise under TxDOT’s control and as necessary to enable the Authority to cause the Project to be operated, maintained, policed, and regulated. Such license and rights of entry and possession relating to the aforementioned activities shall be deemed granted upon commencement of construction activities by the Design/Build CDA Contractor and shall remain in effect unless and until operation and maintenance of the Project is otherwise acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law. The right-of-way to which use is granted hereunder, subject to this Agreement, is generally the area upon which the tolled mainlanes are, or will be, located, as depicted on the map attached hereto as Attachment “A-1”. The license and rights of entry and possession for the area upon which the non-tolled lanes are located (as generally depicted on Attachment “A-2”) shall terminate upon substantial completion of the Project and assumption of operations and maintenance responsibility for the non-tolled lanes by TxDOT. For purposes of this Agreement, “substantial completion” means that a segment of roadway may be used for its intended purpose; no defects or incomplete work remains which would materially interfere with, or adversely affect, the use, safety, or operability of the roadway; the segment may be operated without damage to the Project or any property within or adjacent to the Project right-of-way; all necessary traffic control devices are installed and operational; the traffic lanes are striped; and all safety appurtenances necessary for safe operation are installed.

3. Maintenance and Operation. Upon substantial completion and conveyance from the Authority to TxDOT of any segment of the Project right-of-way utilized for the non-tolled lanes,

TxDOT shall assume all operations and maintenance obligations for the non-tolled lanes. The parties shall work cooperatively to determine appropriate signage, and illumination, provided that the Authority shall have the right, subject to approval by TxDOT, to install and maintain such signage and illumination as it reasonably deems necessary and in such locations (including within non-tolled frontage road right-of-way) to maximize the safe and efficient operation of its toll collection system and of the tolled mainlanes. Additionally, the Authority shall have the right after substantial completion to complete any punchlist work in the right-of-way of the non-tolled lanes necessary to complete the Project subject to appropriate coordination with TxDOT. The tolled mainlanes shall be owned following the transfer described in Section 2 of this Agreement, operated, maintained, policed, and regulated by the Authority in compliance with all applicable laws, rules, regulations, policies, procedures, and standards, the requirements of the market valuation waiver agreement, and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing the Financing, as hereinafter defined. The parties shall work together to coordinate maintenance activities on the portions of the Project that each will maintain and operate so as to minimize disruptions to service and negative impacts to toll operations.

4. Utility Relocations. The relocation, adjustment, or removal of existing utilities necessary for construction of the Project shall be the responsibility of the Authority, including without limitation the identification of existing utilities and coordination with utility owners to secure relocation of those facilities, in accordance with applicable State laws, regulations, rules, policies, and procedures. This includes without limitation 43 TEX. ADMIN. CODE §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities, 43 TEX. ADMIN. CODE §21.31 et seq. relating to Utility Accommodation, and 23 CFR Part 645. For those utilities in the Project corridor for which relocation may have begun on or after September 1, 2007, the Authority shall pay, or cause to be paid, utility owners pursuant to Section 370.170 of the RMA Act. For those utilities in the Project corridor for which relocation was completed prior to September 1, 2007, TxDOT shall pay utility owners for the relocation of facilities in accordance with applicable law. TxDOT acknowledges that utility relocation activities may be undertaken on the Authority's behalf by its Design/Build CDA contractor, in which case the Authority shall be responsible for ensuring that the Design/Build CDA contractor carries out all such relocation activities in a manner consistent with applicable laws, rules, regulations, policies, procedures, and standards.

5. Construction Obligations of the Authority; Control of Work. The Authority shall be responsible for the design and construction of the Project, including: (a) ensuring that all environmental permits, issues, and commitments are adhered to in the project design; (b) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes; (c) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas; and (d) carrying out all required utility relocation and/or adjustments which began on or after September 1, 2007. Except as provided in this Agreement, the Authority shall have sole authority and responsibility for: (a) the design of the Project and all features thereof; (b) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing,

design, construction, maintenance or operation of the Project; (c) the commencement, sequencing and timing of design and construction activities and other work; (d) the acceptance or rejection of work or other deliverables performed under a Design/Build CDA; and (e) the negotiation, bidding, and letting of contracts.

The Authority shall be responsible for adhering to all applicable Federal Highway Administration (“FHWA”) and TxDOT rules, regulations, policies, procedures, and standards for the design and construction of the Project, except as specifically stated in this Agreement. The Authority must obtain the approval of the Texas Transportation Commission as required by Section 370.187 of the Texas Transportation Code before construction of the Project begins, in accordance with the requirements of 43 TEX. ADMIN. CODE §§11.58 and 26.31

During the preliminary and intermediate design phases, TxDOT personnel will participate and provide comments on the design work. TxDOT comments and changes to such design work will be documented in meeting minutes or other documents.

Plans and specifications developed by the Authority for the Project must be in compliance with either the latest version of the design manuals, as defined in 43 TEX. ADMIN. CODE §27.51, or, in the absence of applicable TxDOT standards in the design manuals, with the latest version of the American Association of State Highway and Transportation Officials (“AASHTO”) standards, as described in 43 TEX. ADMIN. CODE §27.56(b)(1). For purposes of this paragraph, the latest version of the design manuals and AASHTO standards are those in effect on the date of issuance of the request for detailed proposals for the Project as updated by all non-discriminatory changes made subsequent to that date.

The Authority may request exceptions to the design standards pursuant to 43 TEX. ADMIN. CODE §27.56(b)(2). The Executive Director of TxDOT or their designee may approve an exception after determining that the particular criteria could not reasonably be met due to physical, environmental or other relevant factors, and that the proposed design is a prudent engineering solution. In making this determination, the Executive Director or designee shall consider the fact that the tolled mainlanes will not be on the state highway system.

When the design work for each design package is 30% complete, the Authority shall submit, or shall cause its Design/Build CDA contractor to submit, to the TxDOT engineer the information identified in 43 TEX. ADMIN. CODE §27.56(c)(2). The TxDOT engineer and representatives from TxDOT will review and provide comments on the design package to the Authority. TxDOT shall complete its review and the TxDOT engineer shall notify the Authority of its approval or disapproval of the information within fifteen (15) business days of receipt thereof. If no notification is given, the information will be deemed approved. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such fifteen (15) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days. TxDOT comments and changes to such design work will be documented in meeting minutes or other documents.

When the design work for each design package is 65% complete, the Authority shall submit, or shall cause its Design/Build CDA contractor to submit, to the TxDOT engineer the information

identified in 43 TEX. ADMIN. CODE §27.56(c)(2). The TxDOT engineer and representatives from TxDOT will review and provide comments on the design package to the Authority. TxDOT shall complete its review and the TxDOT engineer shall notify the Authority of its approval or disapproval of the information within twenty (20) business days of receipt thereof. If no notification is given, the information will be deemed approved. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such twenty (20) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days. TxDOT comments and changes to such design work will be documented in meeting minutes or other documents.

After 65% review but prior to commencement of construction of any portion of the Project, the Authority shall provide TxDOT with early release or release for construction designs, plans, and specifications for TxDOT's review. TxDOT shall complete its review and the TxDOT engineer shall notify the Authority of its approval or disapproval of the information within five (5) business days of receipt thereof. The Authority shall make such changes to said designs, plans, and specifications as TxDOT determines are necessary to comply with the design criteria prescribed in this Agreement.

Construction plans and specifications for the Project shall conform to the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, provided that the Executive Director of TxDOT or their designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for the intended use and safety of the traveling public, and the alternative satisfies the intent of State and Federal specifications. In making this determination, the Executive Director of TxDOT shall consider that the tolled mainlanes will not be part of the state highway system. When final plans for each design package are complete, and after the design package has been reviewed by the Authority, the Authority shall submit, or shall cause its Design/Build CDA contractor to submit, to the TxDOT engineer the information identified in 43 TEX. ADMIN. CODE §27.56(c)(4). The TxDOT engineer and other TxDOT representatives will review the design package and will forward the design package and comments to the Executive Director of TxDOT or designee. TxDOT shall complete its review and the Executive Director of TxDOT or designee shall notify the Authority of his approval or disapproval of the information within five (5) business days of receipt thereof. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such five (5) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days.

The Authority's Design/Build CDA contractor shall, pursuant to the CDA, certify, prior to any design submittal to the Authority, that the design submittal was developed in accordance with the approved Design Quality Management Plan and meets all required standards.

All revisions to the Design/Build CDA for the Project shall comply with the latest version of the applicable national or state administration criteria and manuals, and must be submitted to TxDOT for its records. Any revision that affects prior environmental approvals or significantly

revises the project scope or the geometric design must be submitted to the Executive Director of TxDOT or designee for approval prior to beginning the revised construction work. The Authority shall submit, or shall cause its Design/Build CDA contractor to submit to the TxDOT engineer all proposed contract revisions that are subject to TxDOT approval. The TxDOT engineer and other TxDOT representatives will review the proposed revision and will forward the proposed revision and comments to the Executive Director of TxDOT or designee. TxDOT shall complete its review and the Executive Director of TxDOT or designee shall notify the Authority of his approval or disapproval of the contract revision within twenty (20) business days. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such twenty (20) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days.

Construction oversight and inspection, and materials testing and inspection shall be the responsibility of the Authority. The Authority shall use all reasonable efforts to achieve substantial completion of the Project by December 31, 2016. As provided in Section 13 of this Agreement, the Authority will provide to TxDOT a set of final construction plans, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the project was constructed in accordance with the approved plans and specifications and approved contract revisions.

TxDOT may conduct any and all oversight activities it deems reasonably necessary or advisable to comply with FHWA oversight requirements or as otherwise expressly required by FHWA. TxDOT shall cooperate with the Authority and its Design/Build CDA contractor in conducting such activities, and shall make good faith efforts to minimize or avoid any delay in the performance of development work by the Authority or its Design/Build CDA contractor. The TxDOT Engineer or designee assigned to the Project may attend partnering meetings, weekly construction status meetings, and monthly long-term strategy meetings. The TxDOT Engineer or designee may visit the Project periodically and as reasonably necessary to comply with oversight requirements. Any such visits or oversight activities conducted by TxDOT shall be in accordance with the Authority's and the Design/Build CDA contractor's safety procedures and policies. FHWA may perform construction oversight and periodic construction inspections and review. The Authority shall make available and provide safe access to FHWA to all work areas.

6. Responsibility for Design. The Authority acknowledges and accepts its responsibility for, the design and construction of the Project, and the Authority further acknowledges and fully accepts responsibility for the maintenance, regulation, signage, illumination and overall operation of the tolled mainlanes and hereby contracts to accept said responsibility in any litigation. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

7. Environmental Permits and Compliance. Environmental clearance was obtained for

the Project on March 9, 2009. The Authority shall be responsible for compliance with applicable requirements of state and federal law regarding environmental permits, issues, and commitments (EPIC) for the Project. This shall include, without limitation, full compliance with the Environmental Assessment ("EA") and completion of any required Section 7 consultations under the Endangered Species Act and any required mitigation, remediation, and additional permitting. In order to fully vest the Authority with the ability and obligation to comply with all EPIC, TxDOT, to the extent permitted by law, hereby commits to transfer and assign to the Authority all rights and obligations granted under the EA and FONSI for the Project, as well as any claims or causes of action for errors or omissions committed in the environmental review process. In the event that changes are made to the scope of the Project which require a re-evaluation of (or supplement to) the EA, the cost of the reevaluation or supplement shall be borne by TxDOT if it requests the change in scope and by the Authority if it requests the changes in scope.

8. Contracting Procedures. The Authority is developing the Project through a Design/Build CDA. The process for doing so is authorized under §370.305 through §370.312 of the RMA Act. TxDOT and FHWA representatives have had, and will continue to have, the opportunity to observe the Design/Build CDA procurement process for purposes of confirming compliance with applicable laws and regulations and to participate in and/or oversee the review of competitive submittals. TxDOT shall in no way be liable for any claims, protests, or causes of action arising out of the Design/Build CDA procurement process. The Authority shall not execute the Design/Build CDA or authorize work under the Design/Build CDA until TxDOT and FHWA provide, in writing, the required concurrence or approval. The Authority shall ensure compliance by the Design/Build CDA contractor with the applicable provisions of this Agreement.

9. HUB Policy; DBE Guidelines. The Authority shall require its Design/Build CDA contractor to comply with its Business Opportunity Program and Policy (the "Policy") as set forth in the Authority's Resolution No. 03-60, as may be amended. Additionally, the Authority shall require its Design/Build CDA contractor to comply with the applicable DBE guidelines and regulations established in 49 CFR Part 26, as may be amended. In the event of a conflict between the Authority's policy and requirements of federal law, the latter shall control. The Authority shall provide periodic reports to TxDOT regarding compliance with this paragraph.

10. Compliance With Applicable Laws. It is the Authority's obligation to monitor the Design/Build CDA contractor retained for the Project to ensure compliance with all state and federal laws, including without limitation: (a) labor compliance standards are met in accordance with the provisions of the "Davis-Bacon and Related Acts" established in 29 CFR Parts 1, 3 and 5, and (b) wages of the contractors' employees are not less than those contained in the wage determination established by the U.S. Department of Labor. Additionally, the Authority shall be obligated to monitor said Design/Build CDA contractor to ensure, to the extent otherwise required by law, compliance with (x) the anti-kickback regulations established in 29 CFR Part 3; (y) the provisions of Title VI of the Civil Rights Act of 1964 codified in 49 CFR Part 21 and 23 CFR Part 710.405(b); and (z) the equal employment opportunity standards established in 41 CFR Part 60 provided that the Authority shall not be liable for violations of the foregoing laws, orders and regulations by the Design/Build CDA contractor. The Authority shall cause the Design/Build CDA contractor to make available to the governmental agencies responsible for enforcement of the above-referenced laws, orders and regulations, all documentation and records

necessary to review and audit the various requirements established under this Paragraph 10. To the extent required by law, the Authority's construction contract(s) shall include the provisions required by FHWA Form 1273, Required Contract Provisions, together with the applicable provisions of the Clean Air Act and Clean Water Act codified in 42 USC 1368, et seq., including but not limited to the certification of the National Pollution Discharge Elimination System permits established under Section 402 of the Clean Water Act. Compliance with these provisions shall be the responsibility of the Authority for all contracts let by the Authority subsequent to the Effective Date of this Agreement. In addition, the Authority shall, to the extent required by law, be responsible for compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970. This Paragraph 10 shall operate and be construed solely as acknowledging and obligating the Authority to comply with the referenced Federal laws *only* to the extent that, and *only* for so long as, such compliance is otherwise required; if due to a change in the law or for any other reason any of the foregoing requirements are found to be inapplicable to the Authority and/or in connection with the Project, this Agreement shall be deemed modified automatically to delete said requirement(s). The Authority may rely on the legal opinion of its legal counsel in connection with any action taken or arising under this Agreement, provided that said opinion shall not bind TxDOT or the FHWA.

11. Toll System Interoperability. Prior to deploying any toll collection equipment or technology the Authority (or its contractor) shall certify to TxDOT that the technology complies with any interoperability standards adopted by TxDOT that are in effect on the date of issuance of the request for detailed proposals for the Project, and with the requirements of any interoperability agreements between TxDOT and the Authority.

12. Maintenance of Records; Audits. The Authority shall maintain all books, documents, papers, accounting records, and other documentation relating to (i) the financing, design, construction, operation, and maintenance of the project and (ii) costs incurred under this Agreement, and shall make such materials available to TxDOT, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the later of the date of completion of the Project work to which those materials relate, or until any pending litigation or claims are resolved. Additionally, TxDOT, the FHWA, and their duly authorized representatives shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Notwithstanding the foregoing, the Authority shall comply with all Federal laws pertaining to the retention of records and the provision of access thereto. The Authority shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority that are applicable to the Project, and shall provide TxDOT with a copy of any audit of those books and records.

The Authority shall comply with the audit requirements and other requirements relating to project records in 43 Tex. Admin. Code §27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of OMB Circular No. A-133. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

13. Reports and Plans. The Authority shall deliver to TxDOT progress reports for the

Project prepared by the Authority's general engineering consultant. At the earliest possible date following completion of construction of any section of the Project, the Authority will deliver to TxDOT the final set of plans and specifications for said section, which shall clearly identify the limits and items to be maintained by the Authority and TxDOT, respectively, pursuant to the terms and conditions of this Agreement.

14. The Financing. The Authority intends to finance the design and construction of the Project in part with proceeds from the issuance and sale of one or more series of revenue bonds (the "Financing") and for which operating revenues from the Project will be pledged. All of the Authority's obligations regarding the design and construction of the Project are contingent and conditioned upon the successful issuance and sale of said revenue bonds and the Authority's receipt of the proceeds from the Financing. TxDOT shall have no rights or obligations regarding the provision of the Financing, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly cooperate with and fully assist the Authority by providing assurances or other information necessary or desirable for obtaining the Financing, provided that said assurances and/or information are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement and with accepted practice in the municipal finance industry.

15. The TIFIA Loan. The Authority has applied for additional financing for the Project in the form of a loan through the Transportation Infrastructure Finance and Innovation Act ("TIFIA") as administered by the US Department of Transportation. As required by the RMA Act, the Authority's application for TIFIA financial assistance was previously approved by TxDOT. Absent any agreement to the contrary, TxDOT shall have no obligation or liability with respect to the TIFIA loan, provided, however, that if reasonably requested by the Authority, and subject to TxDOT approval of the application for the TIFIA loan, TxDOT shall promptly cooperate with and fully assist the Authority by providing assurances or other forms of information necessary or desirable for obtaining the TIFIA loan, provided that said assurances and/or information are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement.

16. Termination of this Agreement. This Agreement may be terminated upon the occurrence of either of the following conditions:

- (a) By written mutual agreement and consent of the parties hereto;
- (b) By either party hereto upon the failure of the other party to fulfill the obligations as set forth in this Agreement, provided that the parties must have first followed the procedures set forth in Section 17 below; or
- (c) By satisfactory completion of all responsibilities and obligations described herein.

17. Dispute Resolution. The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels. Any questions that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or their designee and TxDOT's Executive Director or their

designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the parties agree to use the procedures in the next following sentences. The party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and such work will proceed.

18. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

19. Officials Not to Benefit. No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof. Pursuant to the provisions of 31 USC 1352, the Authority shall complete the "Disclosure of Lobbying Activities", attached hereto as Attachment "B" and made a part hereof for all purposes.

20. Federal Debarment Requirements. Pursuant to the provisions of 49 CFR Part 29, the Authority shall require its Design/Build CDA contractor to complete the "Debarment Certification", attached hereto as Attachment "C" and made a part hereof for all purposes. All subcontractors to the Design/Build CDA contractor must complete the "Lower Tier Participation Debarment Certification", a sample copy being attached hereto as Attachment "D" and made a part hereof for all purposes.

21. Circulation of the Agreement. Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms, bond counsel, and similar parties in connection with the provision of the Financing and the TIFIA loan.

22. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

23. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

24. Notices. All notices to either party by the other required under this Agreement shall be delivered personally or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 75766
Attention: General Counsel

Texas Department of Transportation
Austin District Office
7901 N. IH 35
Austin, Texas 78753
Attention: District Engineer

with copies to:

Locke Lord Bissell & Liddell LLP
100 Congress Avenue, Suite 300
Austin, Texas 78701
Attention: C. Brian Cassidy

Texas Department of Transportation
Office of General Counsel
125 E. 11th Street
Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

25. Limitations. All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

26. Sole Benefit. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

27. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

28. Authorization. Each party to this Agreement represents to the other that it is fully

authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

29. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by four (4) multiple counterparts on the dates shown herein below, effective on the date listed above.

**CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Mike Heiligenstein, Executive Director

By: _____
Amadeo Saenz, Jr., Executive Director

Date: _____

Date: _____

EXHIBIT "A"

Central Texas RMA 290 East Toll Project Map

EXHIBIT "B"

Certification for Federal-Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require the language of this certification to be included in all lower tier subcontracts which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Signature of Certifying Official

Typed Name

Title

Date

EXHIBIT "C"

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public* transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public* transactions terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

*federal, state or local

Signature of Certifying Official

Title

Date

Form 1734-A
4-89

EXHIBIT "D"

Lower Tier Participant Debarment Certification
(Negotiated Contracts)

_____, being duly sworn
(insert name of certifying official)

or under penalty of perjury under the laws of the United States, certifies that
neither _____ nor its

(insert name of lower tier participant)
principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of certifying Official

Title

Date of Certification

Form 1734-A
4-89

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-003

**Approving a Financial Assistance Agreement with the Texas Department of
Transportation for Multiple Projects**

WHEREAS, the Texas Transportation Commission on September 20, 2010, adopted its Minute Order 112443 granting final approval of the request by Central Texas Regional Mobility Authority's for assistance in financing \$27 million in certain development costs associated with the development of the MoPac Improvement Project, Manor Expressway, 183 South Project, 290 West/71 West Project, and SH 45 SW Project (collectively referred to in the caption of this Resolution as the "Multiple Projects"); and

WHEREAS, Minute Order 112443 authorizes the executive director of the Texas Department of Transportation to enter into a financial assistance agreement with the Central Texas Regional Mobility Authority to establish the terms and conditions of the financial assistance provided by the Texas Department of Transportation pursuant to Minute Order No. 112443; and


WHEREAS, discussions between the respective staff and attorneys of the Texas Department of Transportation and the Central Texas Regional Mobility Authority have produced a proposed Financial Assistance Agreement consistent with the approval granted by Minute Order Number 112443 and appropriate for execution by the respective executive directors of the Texas Department of Transportation and Central Texas Regional Mobility Authority.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the grant of financial assistance from the Texas Department of Transportation to the Central Texas Regional Mobility Authority as set forth in Texas Transportation Commission Minute Order No. 112443; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Executive Director to finalize and execute a financial assistance agreement with the Texas Department of Transportation in the form or substantially in the form of the proposed Financial Assistance Agreement attached as Attachment A to this Resolution.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-003
Date Passed: 1/26/11

FINANCIAL ASSISTANCE AGREEMENT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas ("CTRMA"), for the purpose of providing financial assistance in connection with the development of the proposed MoPac Improvement Project; the Manor Expressway; the 183 South Project; the 290 West/71 West Project; and the 45 Southwest Project.

RECITALS

The parties acknowledge the following:

A. The CTRMA is a regional mobility authority operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the "RMA Rules").

B. The CTRMA's goals include improving mobility within Travis and Williamson Counties. To further that goal the CTRMA has identified for development the following projects (1) the Loop 1 Managed Lanes Project, from north of Parmer Lane to south of Lady Bird Lake ("MoPac Improvement Project"); (2) the 290 East, Segments 1A, 2 & 3 Project, from east of US 183 to east of State Highway 130 ("Manor Expressway"); (3) the US 183 South Toll Project, from Springdale Road to Patton Avenue ("183 South Project"); (4) a project to improve US 290 West from Joe Tanner Lane to Circle Drive and US 71 West from US 290 West to Silvermine Drive ("290 West/71 West Project"); and (5) the SH 45 Southwest Toll Project, from Loop 1 South to FM 1626 ("SH 45 SW Project") (collectively, the "Projects" and individually a "Project"). The Projects are consistent with the Statewide Transportation Plan and the CAMPO 2035 Regional Transportation Plan approved by the Capital Area Metropolitan Planning Organization on May 24, 2010.

C. TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Texas Transportation Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility of a public entity.

D. TxDOT has adopted rules at 43 TEX. ADMIN. CODE § 27.50 *et seq.* (the "Toll Equity Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility which is not under its jurisdiction.

E. On or about July 2, 2010, the CTRMA submitted a request, pursuant to the Toll Equity Rules, for financial assistance to be used for development costs associated with the Projects, including, but not limited to, preparation of environmental documents, traffic and revenue estimates, preliminary engineering studies, general engineering support, procurement support, legal support, railroad coordination, and TxDOT coordination (the "Toll Equity Application").

F. On July 29, 2010, and September 30, 2010, the Texas Transportation Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval of the grant by TxDOT of financial assistance in the amount of \$27 million to be used in connection with the development of the MoPac Improvement Project (approximately \$5.4 million), Manor Expressway (approximately \$2.2 million), 183 South Project (approximately \$4.4 million), 290 West/71 West Project (approximately \$7.6 million), and SH 45 SW Project (approximately \$7.4 million) for the purposes identified in the preceding paragraph. Minute Order No. 112443, approved on September 30, 2010, authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the CTRMA.

G. On January 26, 2011, the CTRMA Board of Directors (the "Board") accepted the grant of financial assistance and, in Resolution No. 11 - __, authorized the Executive Director of the CTRMA to enter into a financial assistance agreement with TxDOT.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. TxDOT will provide financial assistance to the CTRMA in the amount of \$27 million, to be used for the development of the Projects, including without limitation the costs of preparation of environmental documents, traffic and revenue estimates, preliminary engineering studies, general engineering support, procurement support, legal support, railroad coordination, and TxDOT coordination. Costs payable through the financial assistance are limited to the salaries and other direct costs described in Attachment A to this Agreement that are incurred during the course of project related work performed by CTRMA staff and legal, financial, engineering, and other consultants, as well as incidental administrative and other expenses of the indirect overhead of the Authority, provided that (a) only those direct and indirect costs determined to be reasonable and allowable under OMB Circular A-87 may be reimbursed, (b) the amount of indirect costs to be reimbursed in a month will be determined by multiplying the percentage of direct costs on the applicable project to total costs in that month by the amount of indirect costs, and (c) in the event the CTRMA subsequently receives additional financial assistance from TxDOT related to other projects the aggregate of incidental expenses and indirect overhead allocations may not exceed 100% of those expenses.

2. Funds to be made available pursuant to this Agreement shall be disbursed in fiscal years 2012, 2013, 2015, and 2018. with the maximum amount to be disbursed in each fiscal year set forth below:

- (a). FY 2012- \$2,200,000.00
- (b). FY 2013- \$1,900,000.00
- (c). FY 2015- \$6,400,000.00
- (d). FY 2018- \$3,100,000.00

Funds shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request from the CTRMA, which request shall comply with the invoice requirements prescribed in Attachment A to this Agreement, and which shall also include the following:

- A. the amount requested;
- B. a description of the use of the funds requested; and
- C. copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

3. The CTRMA may, but is not obligated to, request pre-approval of costs to be incurred in connection with the Projects and which are to be paid with funds provided under this Agreement, provided the amount of such costs, as determined by TxDOT, is reasonable and consistent with prior invoiced amounts and industry standards. Except for expenditures which are subject to any such pre-approval, TxDOT shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this agreement or due to a lack of adequate documentation. In either event the CTRMA will have the right to submit additional information to clarify the use of the funds requested or to provide any missing documentation.

4. The CTRMA will maintain transaction level expenditure information relating to expenditures made or reimbursed with funds provided under this Agreement, and shall provide, on a monthly basis, a written report detailing the specific expenditures made or reimbursed with the granted funds during the previous month. Costs paid or reimbursed by the CTRMA using funds provided under this Agreement shall be paid or reimbursed in accordance with applicable policies of the CTRMA and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87.

5. To the extent funds disbursed hereunder are utilized, consistent with the authorized purposes under this agreement, to procure tangible work product, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

6. Subject to paragraph 7 below and this paragraph 6, amounts disbursed to, or on behalf of, the CTRMA pursuant to this Agreement shall not be subject to repayment to TxDOT. Notwithstanding the foregoing, the CTRMA agrees to use surplus revenues (as that phrase is defined in the RMA Act) from each of the Projects to pay the costs of other transportation projects as authorized by Sec. 370.174(b) of the RMA Act, in an amount at least equal to the amount of funds provided under the Agreement for that Project.

7. If a Project is not developed by the CTRMA, all work product associated with that Project procured with funds provided under this Agreement shall, at TxDOT's request, be transferred to TxDOT, along with all right, title and interest in and to such work product and all unexpended funds provided to CTRMA under this Agreement and associated with that Project that are not needed to pay or reimburse costs incurred by the CTRMA prior to its decision not to develop the Project shall be returned to TxDOT.

8. The CTRMA will comply with applicable state and federal law in the performance of its work under the Agreement and will comply with any other applicable provision of the Toll Equity Rules relating to the performance of work. The CTRMA shall not begin final design and construction on a Project until a project development agreement for that Project is executed by TxDOT and the CTRMA and, if required by law, terms and conditions for development of the Project are approved by CAMPO, a market valuation agreement is executed by TxDOT and the CTRMA, and the CTRMA Board of Directors adopts a resolution exercising the CTRMA's right to deliver the Project pursuant to Sec. 228.0111(g) of the Texas Transportation Code.

9. The CTRMA will maintain its books and records relating to the Projects, the financial assistance provided under the Agreement, and costs paid or reimbursed using funds provided under the Agreement in accordance with the requirements of the Toll Equity Rules, and will comply with the audit requirements and other requirements relating to project records in accordance with the Toll Equity Rules.

10. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

11. This Agreement does not constitute TxDOT approval of any Project or TxDOT approval for the CTRMA to construct a Project.

12. The parties acknowledge and agree that the CTRMA must comply with all environmental permits, issues and commitments necessary for development and ultimate operation of the Projects. The CTRMA shall provide TxDOT with written certification from appropriate regulatory agencies that identified environmental problems have been addressed in the environmental clearance documentation.

13. This Agreement shall be effective from the date indicated below until December 31, 2020. Any funds not expended at that time will not be available to the CTRMA.

This Agreement shall be effective as of the _____ day of _____, 201_.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E., Executive Director

**THE CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Mike Heiligenstein, Executive Director

Attachment A to Financial Assistance Agreement

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: TxDOT will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance and luggage costs are unallowable. Airline ticket "reissue fee" is reimbursable only if the change was at TxDOT's request or change in meeting because of TxDOT.

Personal Automobile Mileage: Up to the state approved rate of **50 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Upgrades beyond economy-sized require an explanation. Use of automobile rental not related to the project is unallowable.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges

are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). 9. Communication Costs. *Tips and alcohol are not reimbursable.*

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-004

**Authorizing Work Authorization No. 5 under the Contract for Toll System
Implementation dated April 27, 2005, between the
Central Texas Regional Mobility Authority and Telvent USA Corporation.**

WHEREAS, the Central Texas Regional Mobility Authority (the "Authority") entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system (the "Contract"); and

WHEREAS, the Caseta Technologies, Inc., was subsequently acquired by Telvent USA Corporation, a Maryland corporation ("Telvent"), and all rights and obligations of Caseta Technologies, Inc., under the Contract are now the rights and obligations of Telvent; and

WHEREAS, the 183A Phase II Project to extend the 183A Turnpike includes and requires the procurement, installation, testing, and implementation of a complete and fully operational toll collection system; and

WHEREAS, a proposed Work Order No. 5 with Telvent, attached as Attachment "A" to this Resolution, provides the required toll collection system as specified by the Scope of Services included in that Work Order, for a total payment by the Authority to Telvent of \$3,365,536.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to finalize and execute Work Authorization No. 5 with Telvent USA Corporation in the form or substantially the same form set forth in Attachment "A" to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-004
Date Passed 1/26/11

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 5

**TOLL SYSTEM IMPLEMENTATION-
183A PHASE II PROJECT**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to that certain Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Telvent USA Corporation (the Contractor).

PART I. The Contractor will perform toll integration services generally described in the Scope of Work attached hereto as Exhibit A, including the Detailed Lane Configurations attached thereto. The Contractor's duties are further described in the Project Schedule and Milestones contained in Exhibit C hereto. The Contractor's duties and responsibilities to coordinate with the CTRMA's contracted segment designers and construction contractors is detailed in the Responsibilities Matrix attached hereto as Exhibit B. Exhibits A, B and C are attached hereto and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 5 is **\$3,365,536**. This amount is based generally upon the estimated fees set forth in Schedule 1 of the Contract, as superceded by the fee schedule set forth in Exhibit D hereto which is incorporated herein and made a part of this Work Authorization.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate on April 26, 2012 unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit C.

PART V. This Work Authorization No. 5 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 5 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Telvent USA Corporation

Signature	Date
Typed/Printed Name and Title	

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature	Date
Typed/Printed Name and Title	

LIST OF EXHIBITS

- Exhibit A Scope of Work
- Exhibit B Responsibility Matrix
- Exhibit C Project Schedule Milestones
- Exhibit D Fee Schedule/Budget

EXHIBIT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEMS IMPLEMENTATION
183A Phase II Project

SCOPE OF WORK FOR SYSTEMS INTEGRATOR
Telvent USA Corporation

A1.0 General

A1.01. Background

The Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities in conjunction with plans for development of the Central Texas Turnpike Project (CTTP). Several of the toll road segments are in various stages of project development, design or construction by the Central Texas Regional Mobility Authority (CTRMA). It is intended that these proposed segments will be implemented by the CTRMA as parts of the CTRMA Toll Road System. A tabulation of *Detailed Lane Configurations* for the Toll Collection System (TCS) as currently anticipated for the 183A Phase II Project ("the Project") is included as part of this Exhibit A. The TCS for the 183A Phase II Project will be all Electronic Toll Collection (ETC). The Project are currently expected to open to traffic in 2012, and it will be subject to tolls.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 5 provides for the procurement, installation, testing, and implementation of a complete and fully operational TCS for the Project, including all of the required communications and systems interfaces. The Work also includes design, coordination, and project interface activities to facilitate the design and construction of the toll system infrastructure facilities by others on 183A Phase II Project.

This Work Authorization also authorizes Telvent USA Corporation, as the Systems Integrator (SI), to establish and maintain relationships with a wide variety of third parties and to coordinate the designs for the proposed TCS with the 183A Phase II Project to ensure that the construction of the toll system infrastructure facilities will be fully compatible and will meet the requirements for the CTRMA's TCS. In this role, the SI will work closely with CTRMA, TxDOT, and various designers and roadway contractors in developing the required TCS and network infrastructure.

EXHIBIT A

A2.0 General Description – Toll Road Infrastructure and Site

A2.01. 183A Phase II: FM 1431 to North of RM2243

The 183A Phase II Project limits extend from FM 1431 to north of RM 2243, for a total length of approximately 5.1 miles. The existing roadway includes two frontage roads with a grassed median. Average right-of-way width is approximately 400 feet. There are several signalized grade separated intersections, approximately every mile, located at New Hope Road, Scottsdale Drive, Crystal Falls Parkway, & RM 2243. One new signalized intersection at the frontage road of 183A and Scottsdale Drive is to be constructed as part of the 183A Phase II project.

Proposed Facility: The improved corridor will include a six-lane Toll Road (three lanes in each direction). The Toll Lanes will have a depressed grassed median that is reserved for future transportation uses. The Toll Lanes will be separated from the frontage roads by a grassed median and physical barrier.

The Toll Lanes will be elevated or depressed at cross-streets in order to by-pass the existing at-grade intersections.

A3.0 General Description - Toll Collection System Elements

A3.01. General Requirements

The TCS for the CTRMA Turnpike System, which is being designed and implemented through a series of separate work authorizations for the various segments of the proposed Toll Road System, generally will be fully compatible with the TCS designed and implemented for the original 183A Toll Road Project, using automatic vehicle identification and classification technology, a Violation Enforcement System (VES) with an integrated camera and triggering system to capture referenced digital images of license plates, and a Remote Online Management System (ROMS). It is required that the System be interoperable with the other Texas ETC systems.

The Customer Service Center (CSC) is located in a facility at 12719 Burnet Road, Austin, Texas, developed and administrated by the TTA Division of TxDOT. The CTRMA contracts with the members of the Texas Statewide Interoperability Task force for CSC services for its customers. Expansion of CTRMA's TCS to serve that 183A Phase II Project includes coordination of appropriate interfaces with the CSC. Appropriate communications links between the various toll facilities on the CTRMA Toll Road System and the CTRMA Administrative Offices, the existing Field Operations Building, and the VPC are part of the requirements of the design/implementation work.

The Violation Processing Center (VPC) is located in a separate facility, and it is being administrated by the Municipal Services Bureau, Inc. under contract to the CTRMA. Development of CTRMA's TCS also will include coordination and design of appropriate interfaces with the VPC. Appropriate communications links between the various toll facilities on the CTRMA Toll Road System and the CTRMA Administrative Offices, the existing Field

EXHIBIT A

Operations Building and the CSC are part of the requirements of the design/implementation work.

A revised detailed tabulation of the elements of the TCS, indicating locations and basic components is attached as "*Detailed Lane Configurations*". The general locations and layouts for the toll facilities of the 183A Phase II Project as currently proposed, are indicated on the attached schematic diagram. This diagram is based on the latest information currently available and are intended for informational purposes only. The locations are subject to change, and it should be anticipated that refinements and adjustment to the locations and layouts indicated will be required as designs for the TCS are developed further.

A4.0 General Description - Gantries and Roadside Equipment for ETC Systems

For all TCS field installations on the 183A Phase II Project, the SI will be required to provide and install the toll equipment systems and hardware for a complete, tested, and operating TCS under this Work Authorization. The principle items of work and primary components of the TCS at each Remote Express Toll Location will include, but are not limited to:

- Furnish & Install In-Lane Processor (ILP) enclosure, with HVAC for appropriate environmental protection and climate controls for electronic equipment.
- Furnish & Install Backup Electrical Power including Emergency Generators, Fuel Tanks, and Automatic Transfer Switches.
- Furnish & Install Master Ground System connected to the Master Ground Bus Bar provided by others.
- Furnish & Install Lightning Surge Suppression System & Components for AVI, network, VES, UPS power and service/feeder power.
- Communication System Outside Fiber Optic Cable Plant, Inside Cable Plant and Network Components (i.e.: Fiber Optic Cable, Terminations, Switches, routers and other network devices).
- Furnish & Install Express ETC Lane components, including AVDS, AVC, VES, TSI and AVI systems and hardware.
- Furnish & Install all ETC Lane Equipment wiring & cable, hardware, brackets, and fasteners required to attach the ETC equipment to the gantries provided by the Contractor.
- Furnish & Install Uninterruptible Power Supply, including wiring & cable, hardware, and ROMs interface.
- Furnish & Install ROMs monitoring for all ETC site equipment (i.e.: ETC Equipment, AVDS, AVC, AVI, VES, HVAC, Generators, power, communications equipment, etc).

EXHIBIT A

- Furnish & Install Site Surveillance & Security System.
- Provide complete testing, certification and acceptance of all systems for the complete, fully operational TCS, furnished and installed.

The procurement, fabrication and installation of gantries for the TCS to be located on the Project will be by others. It is the responsibility of the SI, nevertheless, to establish the precise locations for each of the gantry structures and to provide the Roadway Contractor(s) with detailed information for the installation for the TCS equipment at each location.

A5.0 Coordination and Project Interface

The work related to this Work Authorization No. 5 generally will include, but not be limited to:

- design input and providing detailed information including TCS component details, dimensions and layout configurations, and specific technical requirements for elements of the proposed TCS;
- preparation of construction/installation guidelines for various components of CTRMA's TCS;
- review of construction documents prepared by others; and
- attendance and participation at coordination meetings as determined by project schedule and/or as requested by the CTRMA.

The SI is to participate in the process for coordination which will enable the contractors and designers on the 183A Phase II Project to obtain specific, detailed information regarding the proposed TCS components in order to complete the design/construction of the appropriate toll facilities infrastructure. The SI will be responsible for maintaining relationships with a wide variety of third parties, including designers, roadway contractors, and various suppliers. In this role, the SI will work closely with CTRMA in developing the required network.

All TCS infrastructure facilities at the remote Express Toll Locations on the Project will be provided by others as indicated in *Section A6.0 and Section A7.0* hereof. The SI shall fully coordinate the designs for the TCS with others and provide the required details and technical requirements to ensure that the construction of the toll system infrastructure facilities will be fully compatible and meet the requirements for the CTRMA's TCS.

The SI is responsible for coordinating with others and for providing all necessary details, system requirements, and reviews of construction documents to ensure that the gantries are located and configured properly to accommodate the SI's own particular system components as required to meet the CTRMA TCS performance and accuracy requirements.

EXHIBIT A

A6.0 Work by Others

A6.01. Civil/Roadway Construction

The CTRMA, through its roadway construction contract will provide for a minimum of 60 linear feet of jointed concrete pavement at each of the areas designated for toll collection facilities. The pavement will be reinforced with Glass Fiber Reinforced Polymer (GFRP) bars. Transverse joints and longitudinal joints will be placed at positions equal to lane widths and as shown on the CTRMA details. Power and communication lines to support the Wide Area Network (WAN) will be provided by others and terminated at an ILP enclosure in an area within 500 feet of ILP. The SI is responsible for the communication links between the Host, the CSC, the VPC, and all Remote Express Toll Location facilities via a Communication Trunkline and WAN.

Except as may be expressly indicated elsewhere, all toll system infrastructure required for the TCS at the designated remote Express Toll Locations will be provided and installed by others. The principle items of work and primary components of the TCS infrastructure at each remote Express Toll Location shall include, but are not limited to:

- GFRP Bar Reinforced Pavement Section;
- Retaining Walls and Coping Details;
- Drainage Features;
- Civil Site Work, including Grading, Access Driveways, and Fencing;
- All toll gantry procurement and installations, including foundations and gantry structures;
- ILP concrete foundation slab. The ILP's are to be provided with appropriate environmental protection and climate controls for housing the electronic equipment by the SI;
- Conduit and ground boxes providing connections between the ILP's and the ETC Lane equipment installations. NOTE: It is the responsibility of the SI to coordinate with the Roadway Contractor(s) for the placement and installation of these elements to ensure that the construction is acceptable for the TCS as designed;
- Gantry and ILP enclosure lightning protection air, terminal, Down Conductors, ILP Master Ground Bus Bar, and Ground Electrodes. Equipment connection to the Ground Electrode for the ILP enclosure Master Ground Bus Bar will be provided by Others;
- Power and WAN communication services up to the location of the proposed ILP enclosures;
- Concrete foundations for Emergency Generators and associated fuel tanks; and

EXHIBIT A

- All signing, pavement markings, traffic barriers and other roadway appurtenances required at each remote Express Toll Location.

A7.0 Work Authorization No. 5 Toll Facilities Responsibility Matrix

The SI is responsible for design and coordination of the various aspects of the TCS as identified in the *EXHIBIT B - Toll Facilities Responsibility Matrix*, and shall work with the CTRMA, TxDOT, roadway designers and contractors, and others as described herein.

A8.0 Project Schedule

The Project Schedule shall be developed to incorporate the Milestone Dates established for this Work Authorization No. 5 as presented in Exhibit C.

[END OF SECTION]

Detailed Lane Configurations

Project	CTRMA Turnpike Seg	Toll Plaza or Express Toll Location	Lane Number	Lane Width In Feet	MWD ETC	ADM/ETC	DID/ETC	Exp. ETC	Overhead Canopy	Equipment & Infrastructure																		
										Overhead Canopy	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes	ETC 100' lanes							
183A Phase II Project	RMP NB 535+50 NB	NB	1	4																								
			2	34																								
			3	6																								
			Subtotal																									
			1	32																								
			2	32																								
	ML-Scottsdale Sta 507+00 NB	NB	3	32																								
			4	32																								
			Subtotal																									
	ML-Scottsdale Sta 507+00 SB	SB	1	4																								
			2	32																								
			3	32																								
			4	32																								
			5	32																								
			Subtotal																									
RMP NB4 443+00 NB	NB	1	4																									
		2	34																									
		3	6																									
		Subtotal																										
		1	4																									
		2	34																									
RMP SB4 445+00 SB	SB	3	6																									
		Subtotal																										
		1	4																									
Administrative Offices																												
Grand Totals										15	19	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10		

Notes:

- All Express ETC lanes have two Lane Camerillas.
- VES (Violation Enforcement System) sensors are planned for all lanes. Express ETC will have both front and rear camera systems.
- Credulits and wiring within the Tolling Location, Ramp or Express Lanes must be designed to support the all in-line built-out and not restricted to the lane configurations shown in this table.
- Traffic Signal heads will only have Red and Green Lights (ATT and ACM) or Yellow (w/low balance street) and Green (whichever you start) (DIETC).
- Traffic Signal heads will have Red, Yellow (w/low balance street) and Green Lights.
- Furnish & install all that is necessary to include: All Cabinets, Hardware, Cabinet Ventilation, Grounding, UPS Backup Electrical Power, Signal Cabling for Back Office Equipment
- Furnish & install All ETC Wiring and Cable necessary for power and data
- Furnish & install All AVI Wiring and Cable necessary for power and data
- Furnish & install All AVI Wiring and Cable necessary for power and data
- Furnish & install VES Wiring and Cable necessary for power and data
- Furnish & install TSI Wiring and Cable necessary for power and data
- Furnish & install Network Wiring and Cable necessary for power and data, including reverse network fiber optic cable
- Furnish & install Building Wiring and Cable necessary for power and data, including MONS Network interface devices for local power and building temperature monitoring
- Furnish & install Generator & Admittance Transfer Switch (ATS) Wiring and Cable necessary for power and data, including MONS Network Interface Device for Generator & ATS Electric Power Monitoring
- Lane 1 is the lane closest to the road Center Line

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1			2			3		
	Design	Procure	Install and/or Construct	Design	Procure	Install and/or Construct	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	Designer/Contractor (or CIRMA)			System Integrator (SI)			Comments Other Responsibility/Information
	1	2	3	1	2	3	
TOLL COLLECTION FACILITIES							
TOLL GANTRIES, RAMPS & ENCLOSURES							
Schedule	A	A	A	B	C	B	
Gantries, Ramp Lane and Enclosure Layouts	A	A	A	B	C	C	SI to provide requirements for specific lane and enclosure layouts. Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to furnish and install foundations with conduit and other systems rough-in's
ILP Enclosure Foundation							
Generator & Fuel Tank Foundations							
Roadside Cabinets Foundations							
Gantry & Enclosure Physical Layout	A	A	A	B	C	C	Concept Drawings provided by Designer
Grading	A	A	A	C	D	C	
Drainage	A	A	A	C	D	C	
Aesthetic Committee Review/Approval	C	C	C	A	A	A	Concept Drawings provided by Designer. SI to review for tolling equipment placement requirements.
ILP Enclosure							SI to submit details of ILP enclosure for Review and Approval prior to release of procurement notice to vendor.
Aesthetic Committee Review/Approval	A	A	A	C	C	C	Concept Drawings provided by Designer. Roadway Contractor to Furnish & Install ETC Gantry Structure
Gantry Structure							SI to review for tolling equipment placement requirements. Roadway Contractor to submit details of Gantry Structure for Review and Approval

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1			2			3		
	Design	Procure	Install and/or Construct	Design	Procure	Install and/or Construct	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	Designer/(Contractor for CTRMA)	System/Integrator (SI)	Other Responsibility/Information	Comments	
Utilities	A	A	A	A	prior to release of procurement notice to vendor.
HVAC	B	B	A	A	SI to provide specific electrical power requirements HVAC & Toll Collection System. Designer to incorporate into the design Roadway Contractor will install, excluding provisions for UPS and emergency generators.
Striping	A	A	B	A	SI to provide HVAC as part of the ILP Enclosure
Gantries	A	A	B	D	SI to provide requirements for Toll Collection System specific striping. Designer to incorporate into Striping Plan. Roadway Contractor to furnish and install
Roadside Cabinets & ILP Enclosure Foundations; Electrical Power & Data: Conduits, Primary Electrical Power Conductors & Electrical Service and Utility power	A	A	A	B	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Designer to incorporate into design. Contractor will provide and install foundations, Electrical Power & Data.

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE

183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	Designer/Contractor (for C/IRMA)	System Integrator (SI)	Comments Other Responsibility/Information
Roadside Cabinets & ILP Enclosure with Air Conditioning	B	A	Conduits, Electrical Power Conductors & Electrical Service and Utility power. SI to furnish and install ILP Enclosure with HVAC
Systems Servers & Workstations	B	A	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Designer to incorporate into design. Contractor will provide and install. SI to furnish and install ILP Enclosure with HVAC
Fencing/Guardrail/Bollards	A	C	SI to provide requirements for specific equipment clearances for Toll Collection System. Designer to incorporate into Roadway Design. Roadway Contractor to furnish and install.
Communications System and Facility Security Design: Physical Security	A	B	SI to provide communications and security design requirements at each tolling location for Toll Collection System. Designer to incorporate physical security requirements into the designs. Roadway Contractor to furnish and install SI to furnish and install Access UL listed Door and lock.

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

• Construction Office / Storage Trailer							
Site Grading	A	A	A	C	D	C	
Trailer Hook-ups	A	A	A	C	D	C	
• VES Cameras							
VES Camera, Light Sensor & Strobe Flash Mounting Supports	A	A	A	B	D	C	SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System. Designer to incorporate provisions for VES Camera & Strobe Flash mounting into the designs. Roadway Contractor to furnish and install VES Camera & Strobe Flash mounting support structure. SI to furnish and Install VES Camera & Strobe Flash Equipment.
Cameras, Light Sensor & Strobe Flash mounting and enclosures	B	B	B	A	A	A	SI to furnish and Install VES Camera & Strobe Flash Equipment. SI to furnish and Install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring
Overhead Lane Mode Signals & LED's	N/A	N/A	N/A	N/A	N/A	N/A	
Canopy Over-ride Switch	N/A	N/A	N/A	N/A	N/A	N/A	
CO Sensors	N/A	N/A	N/A	N/A	N/A	N/A	

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1			2			3		
	Design			Procure			Install and/or Construct		

Lanes/Islands	1									2									3													
	A			B			A			A			B			A			A			B			A			B			A	
Vehicle Detection/Classification Sensors Pavement Structure	A	A	A	B	B	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SI to provide the sensor design requirements. Designer to incorporate provisions for sensors into the design.	
Vehicle Detection/Classification Sensors Installation of AVDS and AVC	B	B	B	A	A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SI to provide the sensor design requirements. SI to provide and install VD/CS, including cutting and saw cutting, winding and sealing loops.	
Island Traffic Signal Head Conduit, J Box, Wiring	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Flashing Warning Lights Conduit/Boxes/Wiring	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
PROJECT OPERATING SUB-SYSTEMS																																
Design	A	A	A	A	A	A	N/A	N/A	N/A	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B		
Ducts & Conduits	A	A	A	A	A	A	A	A	A	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B		
Utility Vaults & Junction/Pull Boxes	A	A	A	A	A	A	A	A	A	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B		
Communication Conductors & Fiber	B	B	B	B	B	B	B	B	B	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	All communication up to demark shall be provided by others. All fiber, fiber termination, fiber installation shall be provided by SI.	
Power Conductors & Wiring	A	A	A	A	A	A	A	A	A	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	Designer to provide utility electrical service, and primary power to Automatic Transfer Switch	
Primary Electrical power, including electrical service, feeder conduits, conductors, and connections to Automatic Transfer Switch, including foundation and conduits for generator and fuel tank	A	A	A	A	A	A	A	A	A	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	B	SI to furnish and install Backup Generator, Fuel tank, automatic Transfer Switch	

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1			2			3		
	Design			Procure			Install and/or Construct		

All conduit, wire ways, J-boxes, bushings and pull strings on gantries	A	A	A	B	B	C	Contractor shall provide and install all conduit, wire ways, J-boxes, bushings and pull strings on gantries.			
Power Conductors & Wiring Backup Generator, Fuel Tank, Automatic Transfer Switch, except generator and fuel tank foundations	B	C	C	A	A	A	Designer to provide utility electrical service, and primary power to Automatic Transfer Switch SI to furnish and install Backup Generator, Fuel Tank, Automatic Transfer Switch			
PROJECT POWER DISTRIBUTION SUB-SYSTEM										
Conduits/Ducts & Junction/Pull Boxes/ Outlets up to the Automatic Transfer Switch	A	A	A	B	D	B	Contractor to provide necessary conductors, ducts & junction/pull boxes and install up to the Automatic Transfer Switch. SI shall provide and install Automatic Transfer Switch.			
Generators Main Lane Toll Gantry, Ramp Lane Toll Gantry & Fuel Tank with Initial Fuel Tank	B	C	B	A	A	A	SI to provide design requirements for Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable requirements Contractor to provide foundation pads and conduit rough-in. SI to furnish and install, Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable, and MOMs interface			
Uninterruptible Power Supplies	B	C	C	A	A	A	SI to provide Toll Collection System UPS power as part of the ILP Enclosure installation.			

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1 Design			2 Procure			3 Install and/or Construct		
	A	B	C	A	B	C	A	B	C

Lightning Protection & Grounding	A	A	A	A	B	D	B	Designer to provide Lightning Protection System for ETC Gantries and ILP Enclosure.		
Lightning Protection & Grounding	C	D	C	A	A	A	A	Contractor to furnish and install Lightning Protection System. Including Master Ground Bus Bar for ILP SI to furnish and install ETC System lightning surge suppression system, including Primary and backup power electrical Service and feeder circuits.		
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)										
Design	N/A	N/A	N/A	N/A	N/A	N/A	N/A	SI to provide size, number, terminus points for Toll Collection System elements.		
Conduits/Ducts & Junction/Pull Boxes	A	A	A	B	C	C	C			
COMMUNICATIONS SUB-SYSTEMS										
Outside Physical Plant(OSP)	A	A	A	A	B	B	C	OSP: SI to provide Plaza specific communications design requirements. Designer to incorporate into the ITS design.		
Design Outside Cable Plant and Inside Network Equipment	C	C	C	A	A	A	A	SI to furnish, install, and make operational all outside and inside cable plant and equipment		
Conduits/Ducts & Junction/Pull Boxes/Outlets	A	A	A	B	C	C	C	SI to provide specific Communications design requirements for Toll Collection System. Designer to incorporate into the design Roadway Contractor to furnish & install.		

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Fibers (including future)	C	D	C	A	A	SI to provide requirements inside and outside plant including all termination and distribution. SI to terminate and connect network equipment.
Computer Rack System	D	D	D	A	A	
Routers	D	D	D	A	A	
Hubs	D	D	D	A	A	
Switches	D	D	D	A	A	
Firewalls	D	D	D	A	A	
Virtual Private Network (VPN)	D	D	D	A	A	
Modems	D	D	D	A	A	
Patch/Distribution Panels	D	D	D	A	A	
Tolling Location Phone Service	D	D	D	A	A	SI to provide network service point requirements. SI and CTRMA to extend network provider service to ILP Enclosures.

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

TOLL COLLECTION SYSTEMS						
Toll Plaza Host Computer	D	D	D	A	A	SI to provide the required equipment racks, conduit, data and power wiring and structure to mount equipment.
Back-up Host Computer	D	D	D	A	A	SI to provide the required equipment racks, conduit, data and power wiring and structure to mount equipment.
Toll Lane In-Lane Processors	C	D	B	A	A	SI to provide Designer with requirements. Designer to incorporate into design. SI to provide conduit and structure to mount equipment. SI to furnish and install in ILP
MOMS (Maintenance Online Management System)	D	D	D	A	A	SI to provide connection/interface with MOMS server.
VES Computer	B	B	B	A	A	SI to provide Designer with requirements. Designer to incorporate into design. SI to provide conduit and structure to mount equipment. SI to furnish and install ILP
FCC Licenses/Regulations as applies to AVI	A	D	A	A	B	SI to provide required documentation to permit the CTRMA to obtain the required licenses to use and or operate AVI equipment and components. SI to provide exhibit documents for Application and FCC Schedule D & H

TOLL COLLECTION SYSTEMS IMPLEMENTATION AND MAINTENANCE
183A Phase II Project

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Express AVI lanes AVI Antenna Mounting, Conduits and J-Boxes	A	A	A	B	D	B	Contractor to provide NAD83 Lat & Long, and Elevation Data SI to provide Designer with AVI requirements. Designer to incorporate into design. Roadway Contractor to provide structure, mounting support, and conduit to install AVI Antenna and cable
Express AVI lanes AVI System	B	D	B	A	A	B	SI to furnish and install AVI System SI to furnish and install AVI System

EXHIBIT C

183A PHASE II PROJECT SCHEDULE MILESTONES

Task	Duration
Advertise For Construction	October 23,2009
Bid Opening	November 25, 2009
Contract Award	December 17, 2009
Issue Notice to Proceed 1	March 24, 2010
Issue Notice to Proceed 2	March 24, 2010
Issue Notice to Proceed 3	November 29, 2010
Complete Tolling Facilities Construction	November 24, 2011
Substantial Completion	March 23, 2012
Final Acceptance	June 21, 2012

CTRMA 183A EQUIPMENT					
ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXT PRICE
1	16	Ea.	Lane Controller Hardware	\$ 3,150.00	\$ 50,400.00
2	8	LS	Communication Equipment	\$ 6,318.00	\$ 50,544.00
3	16	Ea.	Automatic Vehicle Classification System, Express ETC Lane	\$ 12,859.00	\$ 205,744.00
4	9	Ea.	AVI System Hardware, Express ETC Lane	\$ 9,181.00	\$ 82,629.00
5	16	Ea.	Violation Enforcement System Hardware, Express ETC Lane	\$ 35,689.00	\$ 571,024.00
6	8	Ea.	Plaza Computer System Hardware	\$ 15,892.00	\$ 127,136.00
7	8	Ea.	ILP Building Equipment	\$ 68,353.00	\$ 546,824.00
8	1	LS	Host Computer System Hardware	\$ 478,949.00	\$ 478,949.00
9	1	LS	Spare Equipment	\$ 107,498.00	\$ 107,498.00
Total Equipment					\$ 2,220,748.00

CTRMA 183A SYSTEM SOFTWARE AND PROJECT SERVICES					
ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXT PRICE
100	1	LS	Installation/Electrical Design and Plans	\$ 45,934.00	\$ 45,934.00
101	1	LS	Field Installation and Electrical Work, Materials and Labor	\$ 655,648.00	\$ 655,648.00
102	1	LS	Commissioning/Operational Testing	\$ 23,904.00	\$ 23,904.00
103	1	LS	Lane Controller Software	\$ 18,287.00	\$ 18,287.00
104	1	LS	Plaza Computer Software	\$ 36,573.00	\$ 36,573.00
105	1	LS	Host Computer Software	\$ 44,701.00	\$ 44,701.00
106	1	LS	Toll Collection System Application Software	\$ 35,527.00	\$ 35,527.00
107	1	LS	Security Access System Software	\$ 6,096.00	\$ 6,096.00
108	1	LS	Maintenance Online Management System Software	\$ 18,287.00	\$ 18,287.00
109	1	LS	Factory Acceptance Test	\$ 62,052.00	\$ 62,052.00
110	1	LS	Project Acceptance Test	\$ 66,760.00	\$ 66,760.00
111	1	LS	Training	\$ 18,090.00	\$ 18,090.00
112	1	LS	Documentation	\$ 56,434.00	\$ 56,434.00
113	1	LS	Project Management	\$ 56,495.00	\$ 56,495.00
Sub-Total System Software and Project Services					\$ 1,144,788.00
TOTAL PROPOSED PRICE (183A)*					\$ 3,365,536.00

* **Excludes:**

- All Recurring Data Communication Costs
- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
- Bonding
- System HW/SW Warranty/Maintenance Services/Support & Spares Replenishment Costs

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-005

**Authorizing Procurement of Landscape Maintenance Services
Along the 183A Turnpike Corridor.**

WHEREAS, the Board desires that the Executive Director procure bids to provide landscape maintenance services for the 183A Turnpike Project (the "Project") from firms interested in providing such services, and to evaluate all such responses and make recommendations to the Board for its final approval and award of a contract for landscape maintenance services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes and directs the Executive Director to develop and issue a request for proposals from firms interested in providing landscape maintenance services on and along the Authority's right-of-way for the 183A Turnpike; and

BE IT FURTHER RESOLVED, that the Executive Director shall establish a process to review responses to the request for proposals and shall make a recommendation to the Board of Directors to award a contract to the "best value" proposal based on the criteria set forth in the request for proposals.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:

Approved:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-005
Date Passed: 1/26/11

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-006

**Authorizing an Interlocal Agreement with the Texas Department of Transportation
for Operational and Maintenance Services for the 183A Turnpike**

WHEREAS, pursuant to Interlocal Agreement No. 86-7XXF7001 between the Central Texas Regional Mobility Authority and the Texas Department of Transportation ("TxDOT"), TxDOT has provided certain operational and maintenance services for the 183A Turnpike, including a courtesy patrol and facility maintenance; and

WHEREAS, the above-referenced agreement, as amended and extended, expires on January 31, 2011, unless extended.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the negotiation of an Interlocal Agreement with TxDOT to continue providing operational and maintenance services for the 183A Turnpike through TxDOT on such terms, scope and conditions as the Executive Director determines will benefit the Central Texas Regional Mobility Authority and as mutually agreed to by CTRMA and TxDOT, in an amount not to exceed a maximum payment of \$208,362.33 through December 31, 2011; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute such Interlocal Agreement in its final form on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-006
Date Passed: 1/26/11

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-007

**Authorizing an Agreement with the Texas Department of Transportation,
North Texas Tollway Authority, and Harris County
for Maintenance of the Interoperable Toll Transaction HUB**

WHEREAS, pursuant to Interlocal Agreement No. 86-0XXF7005 (the "ILA") by and between the Central Texas Regional Mobility Authority, the North Texas Tollway Authority ("NTTA"), Harris County, and the Texas Department of Transportation ("TxDOT"), NTTA has provided maintenance services for the Interoperable Toll Transaction HUB and is necessary to ensure continuation of toll interoperability among the parties; and

WHEREAS, the above-referenced agreement expired on December 31, 2010; and

WHEREAS, the Executive Director recommends that the agreement be extended under the terms and conditions shown on the draft amendment to the ILA provided by TxDOT and attached to this resolution as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is authorized to execute an amendment to the ILA in the form or substantially in the form attached as Attachment "A" to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-007
Date Passed: 1/26/11

Interlocal Agreement

Contract Services Transmittal Form

From: Texas Turnpike Authority (District/Division/Office)	Contact Person: Rosa Lee Phone No.: 512-936-4144
Subject: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.	
Other Entity North Texas Tollway Authority (NTTA), Central Texas Regional Mobility Authority (CTRMA) Harris County (HCTRA)	Contract Maximum Amount Payable \$70,000
Are any federal funds used in this contract? No	
Is the other party to this contract a county? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Does this contract involve the construction, improvement, or repair of a building or road? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If modified, date of Contract Services approval: _____	
Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
North Texas Tollway Authority
Central Texas Regional Mobility Authority
Harris County

TxDOT
NTTA
CTRMA
Local Government (HCTRA)

II. PURPOSE: Toll Operations – Interoperable Toll Transaction HUB Maintenance Agreement.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$70,000 and shall conform to the provisions of Attachment B, Budget. The parties intend for each of them (including the NTTA) to bear one-fourth of such amount. Therefore, the amount payable to NTTA under this contract shall be \$52,500 (TxDOT, CTRMA and HCTRA each will pay equal portion of the total or \$17,400 each). This will be a one time payment, which shall be payable upon the full execution of this contract by all parties.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on January 15, 2012 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated July 25, 2007, has authorized the Local Government (NTTA) to provide the scope of services.

The governing body, by resolution or ordinance, dated July 25, 2007, has authorized the Local Government (CTRMA) to provide the scope of services.

The governing body, by resolution or ordinance, dated September 11, 2007, has authorized the Local Government (HCTRA) to provide the scope of services.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Resolution or Ordinance and Attachment E, Location Map Showing Project.

NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

HARRIS COUNTY

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services

ATTACHMENT A

Scope of Services

The Interoperable Toll Transaction HUB ("IOPHub") comprises databases and software used to store and distribute information concerning (1) transponders and transponder-based toll transactions and (2) license plates and certain license-plate-based toll transactions to the Texas toll authorities that are the parties to this contract (each, a "party"; collectively, the "parties"). Transponders are referred to in this contract as "tags." The IOPHub provides a common interface and location through which lists of valid tags are received from each party that issues tags and are distributed to the other parties to this contract; the IOPHub also provides a common interface and location by and through which a tag-based toll transaction recorded at the facility of a toll authority that is not the issuer of the tag is transmitted from that "visited authority" and is sent to the party that issued the tag in question (the "home authority") for processing and posting to accounts. The IOPHub also provides a common interface and location through which lists of license plates of vehicles that are associated with an account established with a party are received from that party and are distributed to the other parties. (The party with whom the account is established is a home authority with respect to such license-plate-based transactions). When such a vehicle passes through a party's toll facility without a tag, the information regarding the transaction is sent to the vehicle's home authority for processing and posting to accounts.

The North Texas Tollway Authority ("NTTA") will provide the following services for system maintenance of the IOPHub:

1. NTTA support will provide production system daily application checks, review of daily system monitoring emails, system log and status review, and database/application monitoring to verify the production application and database are operating as intended and/or identify potential issues for address.
2. On a quarterly basis, preventative, predictive and routine maintenance on both the database and application as required in conjunction with any quarterly application and database maintenance releases for bug fix and patches will be performed. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild and optimization, are also performed quarterly.
3. As required, issue resolution escalated from Level 1 Support, technical troubleshooting and application code correction and updates to identify and remediate system issues are a component of level 2 and 3 support. This includes developer and architect support as required to identify the issue and corrective actions required to resolve.
4. Pre-Production, Test and Development environment support will also be provided as required for developer testing and customer User Acceptance Testing (UAT).

Service Levels

As used throughout this contract, "commercially reasonable efforts" means good faith efforts that are consistent with those generally accepted as standard and reasonable in the software maintenance industry for satisfaction of performance requirements substantially similar to those set forth in this contract.

NTTA will perform preventive, predictive, corrective, and emergency maintenance service on the software and databases comprising the IOPHub. NTTA understands the mission critical nature of the IOPHub systems and will use commercially reasonable efforts to meet or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the IOPHub in 2006. The parties acknowledge and agree that the hardware and network availability required for the operation and maintenance of the IOPHub are the responsibility of others, and that the NTTA has no obligations with respect to such items. However, NTTA will cooperate with the other parties to this contract and their respective vendors to troubleshoot and repair issues promptly.

The performance and service levels specified below are based on the parties' current understanding of system capabilities. The parties agree that these levels will be monitored and reviewed periodically by NTTA to make sure that they are reasonable and fair to all parties and that they represent the levels that are suitable for proper expected operation of the IOPHub system.

Support Levels are defined as:

- Level 1 Support – Help Desk Support and Issue Triage
 - Central point of contact
 - Dedicated staff trained in problem resolution
 - Open / Close help desk tickets for reported issues
 - Answer & resolve basic system questions / issues
 - Problem screening – determine if reported issue is IOPHub issue
 - General application administration
 - User management
 - Roles management
 - Password management
 - Issue triage
 - Priority level assignment
 - Issue routing
 - Tracking system documentation
 - Track and report issue through resolution
- Level 2 Support – Application and Database Maintenance / Issue Analysis and Resolution
 - Daily application checks
 - Daily system log and status review and follow-up
 - Database monitoring and maintenance
 - Application monitoring and maintenance
 - Issue resolution escalated from Level 1 Support
 - Technical troubleshooting
- Level 3 Support – Application and Database Optimization / Escalated Issue Analysis and Resolution
 - Quarterly Application & Database maintenance releases (Bug Fix and Patches)
 - Perform preventative, predictive, routine and corrective maintenance
 - Data archive, backup, restore and purge
 - Quarterly Database reorganization, tuning, index rebuilds, log file purging
 - Quarterly Database optimization
 - Production, Pre-Production, Test and Development environment support
 - Developer and Architect support for escalated issues from Level 2 Support
 - Application code correction and updates

NTTA shall use commercially reasonable efforts to meet annual availability requirements for the following elements of the IOPHub system for unplanned and unapproved downtime:

- IOPHub Application and Database System: 99.0% Availability (87.6 hrs max annual downtime)
- IOPHub File Transfer Protocol (FTP) Services: 99.0% Availability (87.6 hrs max annual downtime)

NTTA shall also use commercially reasonable efforts to meet minimum application performance requirements for the following elements of the IOPHub system; however, it should be noted that there are currently no automated means available to measure current performance levels (system performance may also be affected by system hardware and network connectivity):

- Web Application Response - 10 seconds or less
 - NOTE: Application response is measured from the time that a user invokes action on a web page to the time when the page is fully loaded with the result and is ready for another action.
- Standard Directory Listing Command – 120 seconds or less
 - NOTE: Directory listings are generally invoked as part of the scripting process used to transfer files via FTP. These commands are generally a representation of the system hardware, file

storage input/output (I/O), and/or network response and not of the database performance or software application.

- Report Execution Time:
 - Detail Data Reports shall return data for monthly period (approximately 30 days) within ten (10) minutes
 - Summary Data Reports shall return data for monthly period (approximately 30 days) within two (2) minutes

NOTE: Report performance is heavily dependent on the number of rows being scanned and the number of rows being returned. The parties acknowledge and agree that recent experience has shown that the report performance will degrade sharply once the capacities of the report server (CPU, Memory, or I/O) are reached, and that NTTA has no responsibility to ensure that adequate capacities are maintained.

Priority Levels

Priority level assignments are assigned to incoming reported issues. These assignments provide the criticality or severity of the issue which in turn dictates the response and repair times. The priority level assignments are detailed below:

- **Priority 1** – Any malfunction that result in the loss of revenue or data.
- **Priority 2** – Any malfunction that will degrade the system performance, but not the operational ability of the system.
- **Priority 3** – A degradation of a component or system that could lead to a malfunction.
- **Priority 4** – Informational requests only.

Response/Repair Levels

The following describes the expected response and repair times in terms of mean times calculated over a monthly period, i.e., mean-time-to-respond-and-repair (MTTRR). Response and repair times are calculated as follows: a) Response = from the recorded trouble ticket notification time to the time and acknowledgement to the ticket is provided, and b) Repair = time from the recorded response acknowledgement time to the recorded repair time. NTTA shall use commercially reasonable efforts to meet the following response and repair times:

Production System Response and Repair:

- **Priority 1**
 - 7 days a week
 - 2 hour response following notification
 - 4 hour repair following response
- **Priority 2**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - 8 hour repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- **Priority 3**
 - Monday – Friday / 8am – 5pm
 - 4 hour response
 - Next business day repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- **Priority 4**

- Next business day response

- **• Non-Production Systems Response and Repair:**

- Business days excluding holidays

NTTA Obligations

The parties acknowledge and agree that the NTTA's obligations under this contract are limited to its commercially reasonable efforts (as defined above) to achieve the availability and reliability metrics, availability requirements, and application performance requirements specified under "Service Levels" and the response and repair times specified under "Response/Repair" levels, and that the NTTA shall not be a default under this contract for its failure to achieve such metrics, requirements, or response and repair times, so long as the NTTA has made commercially reasonable efforts to do so. If the NTTA is determined to have persistently failed to have made such commercially reasonable efforts, any other party's sole and exclusive remedy shall be the right to withdraw from this contract and receive the NTTA's return of the consideration paid to it under this contract.

ATTACHMENT B
Budget
(Time and Material Rate Sheet)

The following Rate Sheet provides Time and Material Costs through January 15, 2012. Requests for additional Operational Support or Data Analytics beyond that defined and agreed to in Attachment A may be supported via a Time and Materials billing process at the rates listed below.

TITLE	COST PER HOUR
Helpdesk Technician	\$55
Technical Writer	\$80
Data Analyst	\$85
Quality Assurance	\$85
Business Systems Analyst	\$100
Developer	\$115
DBA	\$140
Project Manager	\$140

Additional support is foreseen to fall within one of the following six (6) categories:

Operational Support / Data Analytics

- a. Ad Hoc reporting – by request from member Authorities, we will develop and execute ad-hoc reports to provide additional data and/or analysis based on the request. We will work with the requesting authority to define the data and report requirements, work with development support as needed to develop/execute queries and formulate the data in a report type format for presentation. The reports will be maintained or provided to other member Authorities to benefit their operations and to generate future similar requests.
- b. Data requests – by request from member Authorities, we will develop and execute queries and provide analysis and investigation to support incoming data requests. We will work with the requesting authority to define the data requirements, work with development support as needed to develop/execute the related queries and formulate the data response. The queries will be maintained to facilitate future similar requests.
- c. Report verification and reconciliation – by request from member Authorities and to facilitate business process checks, we will conduct report verification and reconciliation as needed to verify a data request, reported system issue, advanced system/application question or transaction research.
- d. Advanced System / Application questions – Basic system and application questions such as role management and logins will be answered by the Help Desk. More advanced questions pertaining to business/processing logic, code development, database and system configuration will be facilitated with the Operational Support package.
- e. Daily end-to-end business process checks – The Operational Support package will include comprehensive review of daily system reports to ensure efficient operation of the IOPHub and file transfer/processing. These checks will include review of daily status emails, file transfer and processing logs, execution of queries to confirm operations and response to operational issues identified.
- f. Transaction research, investigation and reconciliation – Similarly defined within the previous sections, based on member requests or internal process checks and verifications, the Operational Support package

will provide detailed transaction research, investigation and reconciliation. Based on the request or issue identified, this role will develop, coordinate and execute ad-hoc queries, reports and investigate other data as provided for by the system to respond to an inquiry or investigate an identified issue resulting from the business process checks and daily review.

ATTACHMENT C**General Terms and Conditions****Article 1. Additional Work**

Additional services described on Attachment C – Time and Materials Rate Sheet, which the parties hereby agree are beyond the services specified in Attachment A - Scope of Services, may be requested by a party and/or offered by the NTTA, and if the NTTA agrees to provide any such additional services, such services shall be documented in a work authorization or Amendment executed by the NTTA and the requesting party, and the cost therefore shall be in accordance with Attachment C – Time and Materials Rate Sheet. All parties will be notified of the NTTA's agreement to provide such additional services, and each party shall have the option to approve or disapprove such services for that party's use. The cost of the additional services shall be the responsibility of each party that approves the additional services. The parties acknowledge and agree that certain deliverables produced under a work authorization for additional services may be useful to and used by a party that does not expressly approve and/or share in the costs of such additional services.

Article 2. Conflicts Between Agreements [Intentionally omitted]

Article 3. Disputes [Intentionally omitted]

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by NTTA under this contract shall be owned by NTTA.

Article 5. Termination and Options to Renew

(a) This contract terminates at the end of the contract term, or upon written agreement of all the parties. At any time during the term of this contract, any party may notify the NTTA, and the other parties, that such party no longer desires for NTTA to provide services under this contract. Such notice shall constitute a notice of termination of this contract and also notice of the party's intent to terminate its participation under that certain Interlocal Agreement among the parties having an effective date of January 15, 2012, regarding the interoperability of toll collection systems (the "IOP ILA"). As provided in Section 4 of Attachment A to the IOP ILA, termination of the IOP ILA and this contract shall be effective 120 days after such notice is given. NTTA shall cease providing services under this contract simultaneously with termination of the IOP ILA. Likewise, a party's termination of its participation under the IOP ILA will be deemed to be that party's election to terminate its participation under this contract, which will be effective simultaneously with termination of the IOP ILA. A party's termination of services under this contract shall not relieve the party from its obligation to pay all amounts for which it is obligated hereunder through the end of the then-current term of this contract and no amounts will be prorated or otherwise reduced as a consequence of such termination.

(b) This contract is subject to four (4) consecutive renewal options of one (1) year each, which shall be exercisable on the following terms and conditions. Any party to this contract (other than the NTTA) that desires to exercise a renewal option shall provide written notice to all other parties of its intent to exercise its option at least ninety (90) days before the expiration of the initial term or renewal term, as applicable, then in effect. Within thirty (30) days following its receipt of notice of a party's intention to renew, the NTTA shall notify in writing all of the parties to this contract: (1) whether it is willing to continue to provide the services under this contract during the proposed renewal term (which the NTTA shall determine in its sole and absolute discretion), and (2) if so, the total fee that the NTTA will charge to provide the services during the proposed renewal term. The parties agree that the total fee will be a flat fee that will not be adjusted if fewer than all of the parties to this contract elect to exercise a renewal option. All of the renewing parties (including the NTTA) agree to allocate responsibility for the total fee equally among themselves, and each party shall be liable only for payment of its allocated share of the total fee. The NTTA agrees that the total fee will not be more than its actual cost to provide the services (which shall include, but shall not be limited to, actual costs paid by the NTTA to its consultants to provide the services). If additional toll agencies become parties to this contract during the renewal term, the NTTA may increase the total fee during such term to account for actual increased costs attributable to the increased number of parties.

(i) If the NTTA has given notice of its willingness to continue providing services during the proposed renewal term, then not less than thirty (30) days before the expiration of the then-current term, each party shall provide written notice to each other party of its election to exercise or decline to exercise, as applicable, its option to renew this contract for the renewal term for the total fee specified by the NTTA. A party's failure to provide timely notice of its intention to renew shall be deemed to be such party's election not to renew this contract. (NTTA's notice that it is willing to continue to provide the services under this contract during the proposed renewal term shall be deemed notice of its election to exercise its renewal option.)

(ii) If all of the parties to this contract timely exercise their renewal options, then this contract shall be automatically extended for the next renewal term with respect to all parties. The fee payable to the NTTA shall be effective as of the first day of such renewal term, and each party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.

(iii) If fewer than all of the parties to this contract timely exercise their renewal options, (A) the parties that exercised their renewal options will consult with each other regarding their desire to renew this contract notwithstanding that one or more other parties elected not to exercise its renewal option, and (B) this contract shall automatically be terminated at the expiration of the then-current term unless not less than seven (7) days before the end of the then-current term, a party provides written notice to the NTTA expressly ratifying such party's election to exercise its renewal option for the next renewal term. If a party provides such ratification, then this contract shall automatically extended for the next renewal term with respect to the NTTA and to each of the other parties that provide such a ratification, the fee payable to the NTTA shall be allocated equally between each of the renewing parties and shall be effective as of the first day of such renewal term, and each renewing party's allocated share of such fee shall be payable not less than fifteen (15) days after the first day of the renewal term.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the signatories to this contract may not make any offer of benefits, gifts, or favors to employees of any party to this contract.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this contract.

Article 9. State Auditor's Provision; Audit Rights

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Furthermore, any party to this contract (an "auditing party") shall have reasonable rights to review and inspect the books and records of another party (an "audited party") that receives funds under this contract from the auditing party. Such audit shall be limited to a review of those books, records, and other materials that are reasonably required to ensure the audited party's compliance with obligations it owes under this contract to the auditing party.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this contract on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-008

Approve the Financial Report

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of CTRMA expenditures for goods and services, including those related to project development, as well as close scrutiny of CTRMA's financial condition and records is the responsibility of the Board of Directors and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of November 2010 and has caused a Financial Report to be prepared which is attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for November 2010, attached as Exhibit "A" to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-008
Date Passed 1/26/11

Exhibit A

Financial Report for November, 2010

Central Texas Regional Mobility Authority

Balance Sheet

As of

November 30, 2010

November 30, 2009

Assets

Current Assets

Cash in Regions Operating Account		44,789		128,369
Cash In TexSTAR	46,745		324,502	
Regions Payroll Account	2,462		4,174	
Restricted cash/cash equivalents				
Fidelity Government MMA	12,039,639		5,447,496	
Restricted Cash-TexStar	81,425,105		28,221,233	
Regions SIB account	15,693,189		55,005	
Overpayment accounts	12,501		4,572	
Total Cash and Cash Equivalents		109,219,642		34,185,350
Accounts Receivable	87,534		117,280	
Due From Employees	375		0	
Due From TTA	620,821		615,758	
Due From NTTA	36,908		27,321	
Due From HCTRA	58,613		85,849	
Due From TxDOT	7,218,150		0	
Due From Federal Government	955,064		0	
Interest Receivable	96,052		15,480	
Total Receivables		9,073,517		861,688
Short Term Investments	0			
Certificates of Deposit		3,100,000		6,100,000
Investment in Government Agencies		10,406,332.5		6,070,000
Other Current Assets				
Prepaid Insurance	79,217		68,233	
Total Current Assets		131,923,497		47,285,271
Construction Work In Process		107,467,688		37,422,631
Fixed Assets				
Computers(net)	39,204		222,687	
Computer Software(net)	1,983,226		3,147,659	
Furniture and Fixtures(net)	24,050		42,777	
Equipment(net)	53,973		46,651	
Autos and Trucks(net)	2,294		6,228	
Buildings and Toll Facilities(net)	6,447,123		6,623,682	
Highways and Bridges(net)	180,617,059		185,570,662	
Communication Equipment(net)	1,242,060		1,438,750	
Toll Equipment(net)	2,900,512		3,438,320	
Signs(net)	5,166,833		5,300,101	
Land Improvements(net)	925,228		976,812	
Right of Way	23,683,553		23,683,553	
Leasehold Improvements	62,969		68,821	
Total Fixed Assets		223,148,085		230,566,700
Long Term Investments				
GIC		84,475,953		0
Other Assets				
Security Deposits	9,483		9,483	
Intangible Assets	650		650	
Total Bond Issuance Costs	10,839,975		8,713,055	
Total Assets		557,865,331		323,997,791

Liabilities

Current Liabilities

Accounts Payable	577,939		348,421
Overpayments	12,936		4,729
Interest Payable	8,067,657		3,462,435
Due to other Funds	0		76,027
TCDRS Payable	25,390		23,099
Medical Reimbursement Payable	0		(1,598)
Due to State of Texas	605		759
Total Current Liabilities	8,684,527		3,913,872

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137		205,137
Retainage Payable	112,614		144,777
Senior Lien Revenue Bonds 2005	172,244,198	171,364,254	
Senior Lien Revenue Bonds 2010	96,819,343		
Sn Lien Rev Bnd Prem/Disc 2005	4,857,816	5,019,181	
Sn Lien Rev Bnd Prem/Disc 2010	222,976		
Subordinated Lien Bond 2010	45,000,000		0.00
TIFIA note 2008	75,558,281		72,135,460.37
2009 Regions Build America Bnd	0	15,000,000	
2009 Region's BAB Discount	0	(50,000)	
2009 BAB's Payable	0		14,950,000.02
2010 Regions BAB's Payable	59,820,000		0.00
2009 State Infrastructure loan	32,548,269		0.00
Total Long Term Liabilities	487,388,633		263,818,809
Total Liabilities	496,073,160		267,732,681

Net Assets Section

Contributed Capital	18,334,846		18,334,846
Net Assets beginning	37,464,414		41,407,641
Current Year Operations	5,992,911		(3,477,377)
Total Net Assets	43,457,325		37,930,264

Total Liabilities and Net Assets

557,865,331

323,997,791

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 11/30/2010	Of Budget	To Date 11/30/2009
Toll Revenue-TxTag-183A	17,000,000	6,571,594	38.66%	5,989,788
Toll Revenue-HCTRA-183A	540,000	278,320	51.54%	221,495
Toll Revenue-NTTA-183A	340,000	166,265	48.90%	142,722
Video Tolls	2,800,000	1,290,569	46.09%	1,141,916
Fee Revenue	1,350,000	508,512	37.67%	523,560
Total Operating Revenue	22,030,000	8,815,259	40.01%	8,019,480
Interest Income	60,000	112,546	187.58%	124,658
Grant Revenue	0	8,611,961		0
Misc Revenue	6,600	917	13.89%	0
Total Revenue	22,096,600	17,540,683	79.38%	8,144,138

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 11/30/2010	Of Budget	To Date 11/30/2009
Salary & Wage Expense				
Regular salaries	1,898,467	625,586	32.95%	618,887
Part Time salaries	14,000	5,934	42.39%	0
Overtime	4,000	0		0
Contractual Employees	105,000	28,500	27.14%	30,339
TCDRS	286,111	89,602	31.32%	85,200
FICA	97,483	22,285	22.86%	20,459
Medicare	28,901	8,780	30.38%	8,774
Health Insurance	213,300	43,564	20.42%	60,865
Life Insurance	6,618	2,251	34.02%	2,091
Auto Allowance	9,000	3,698	41.08%	3,263
Other Benefits	167,144	24,425	14.61%	20,219
Unemployment Taxes	4,959	0		14
Salary Reserve	78,719	0		0
Total Salaries & Wages	2,913,702	854,625	29.33%	850,111

Contractual Services

Professional Services

Accounting	9,800	3,605	36.78%	2,689
Auditing	54,000	42,650	78.98%	43,057
General Engineering Consultant	1,600,000	327,256	20.45%	262,301
General System Consultant	175,000	3,010	1.72%	15,842
Image Processing	610,000	302,396	49.57%	273,029
Facility maintenance	90,000	27,724	30.80%	38,366
HERO	0	379,164		5,706
Human Resources	12,000	13,292	110.76%	420
Legal	400,000	28,648	7.16%	17,481
Photography	15,000	9,000	60.00%	6,348
Total Professional Services	2,965,800	1,136,744	38.33%	615,022

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 11/30/2010	Of Budget	To Date 11/30/2009
Other Contractual Services				
IT Services	65,000	16,914	26.02%	23,819
Graphic Design Services	13,500	803	5.94%	5,500
Website Maintenance	45,000	13,051	29.00%	10,275
Research Services	20,000	26,089	130.45%	0
Copy Machine	13,500	3,912	28.98%	2,606
Software licenses	23,000	7,387	32.12%	7,396
ETC system Maintenance	1,288,000	294,719	22.88%	416,619
ETC Development	125,000	5,242	4.19%	21,278
ETC Testing	30,000	0		25,407
Communications and Marketing	170,000	59,856	35.21%	48,308
Advertising	25,000	14,447	57.79%	3,891
Direct Mail	5,000	0		0
Video Production	5,000	0		102
Television	5,000	0		0
Radio	20,000	0		-30
Other Public Relations	2,500	0		0
Law Enforcement	245,000	36,672	14.97%	74,999
Special Assignments	5,000	0		0
Traffic Management	72,000	19,329	26.85%	11,702
Emergency Maintenance	10,000	0		0
Roadway Maintenance Contract	300,000	38,420	12.81%	237,402
Landscape Maintenance	200,000	54,426	27.21%	55,802
Signal & Illumination Maintenance	250,000	72,534	29.01%	96,634
Mowing and Litter Control	300,000	49,051	16.35%	0
Hazardous Material Cleanup	10,000	0		0
Striping	50,000	0		0
Graffiti Removal	10,000	1,900	19.00%	800
Cell Phones	7,500	3,094	41.26%	2,489
Local	16,500	3,328	20.17%	4,162
Long Distance	750	96	12.74%	106
Internet	6,600	996	15.09%	918
Fiber Optic System	63,000	15,331	24.33%	10,437
Other Communication Expense	1,500	925	61.67%	499
Subscriptions	1,600	0		0
Memberships	22,500	5,390	23.96%	2,715
Continuing Education	3,000	150	5.00%	1,350
Professional Development	5,000	0		305
Seminars and Conferences	32,500	7,075	21.77%	7,010
Staff-Travel	81,500	19,212	23.57%	25,461
TxTag Collection Fees	1,767,200	458,552	25.95%	311,587
Contractual Contingencies	160,500	1,039	0.65%	0
Total Other Contractual Services	5,477,150	1,229,941	22.46%	1,409,550
Total Contractual Expenses	8,442,950	2,366,685	28.03%	2,024,572

Expenditures	Budget FY 2011	Actual Year To Date 11/30/2010	Percent Of Budget	Actual Year To Date 11/30/2009
Materials and Supplies				
Books & Publications	12,800	3,751	29.31%	2,718
Office Supplies Expense	12,000	2,465	20.54%	874
Computer Supplies Expense	7,500	1,258	16.77%	1,272
Copy Supplies Expense	2,000	506	25.30%	24
Annual Report Printing	10,000	0		0
Other Printed Reports	20,000	381	1.91%	11,517
Direct Mail-printing Expense	5,000	0		0
Office Supplies-printed	1,000	900	89.96%	0
Promotional Items expense	10,000	2,163	21.63%	208
Displays	5,000	0		0
Tools & Equipment Expense	1,500	14	0.93%	71
Misc Materials & Supplies	3,700	6	0.16%	2,536
Total Materials & Supplies Exp	120,500	11,444	9.50%	19,219

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 11/30/2010	Of Budget	To Date 11/30/2009
Operating Expenses				
Gasoline Expense	3,500	1,135	32.42%	949
Mileage Reimbursement	8,250	1,262	15.30%	1,932
Toll Tag Expense	4,375	907	20.72%	775
Parking	39,270	15,978	40.69%	9,236
Meeting Facilities	1,200	100	8.33%	0
Community Events	5,000	500	10.00%	500
Meeting Expense	5,400	761	14.08%	804
Public Notices	2,400	0		200
Postage	6,000	282	4.70%	-431
Overnight Delivery Services	3,750	33	0.89%	2,390
Local Delivery Services	3,650	537	14.72%	697
Insurance	125,000	46,782	37.43%	47,234
Repair and Maintenance	700	0		218
Repair & Maintenance-Vehicles	2,900	408	14.07%	596
Repair and Maintenance Toll Equip	15,000	0		1,030
Rent	212,000	78,305	36.94%	80,072
Water	7,500	1,567	20.90%	1,467
Electricity	121,100	22,284	18.40%	23,495
Community Initiative Grants	65,000	50,750	78.08%	0
Other Licenses	250	235	94.00%	235
Non Cash Operating Expenses				
Amortization Expense	1,225,000	512,340	41.82%	509,101
Dep Exp- Furniture & Fixtures	19,000	7,803	41.07%	7,803
Dep Expense - Equipment	15,000	5,991	39.94%	5,991
Dep Expense - Autos & Trucks	4,000	1,639	40.97%	1,639
Dep Expense-Buildng & Toll Fac	177,000	73,566	41.56%	73,566
Dep Expense-Highways & Bridges	5,000,000	2,069,670	41.39%	2,069,262
Dep Expense-Communic Equip	197,000	81,853	41.55%	81,946
Dep Expense-Toll Equipment	465,000	192,409	41.38%	192,409
Dep Expense - Signs	135,000	55,528	41.13%	55,528
Dep Expense-Land Improvemts	52,000	21,493	41.33%	21,493
Depreciation Expense-Computers	410,000	4,270	1.04%	153,587
Total Operating Expense	8,331,245	3,248,388	38.99%	3,343,723
Financing Expenses				
Arbitrage Rebate Expense	6,000	0		2,500
Loan Fees	12,500	11,500	92.00%	11,500
Bond Issuance Cost	30,000	5,000	16.67%	5,000
Trustee Fees	2,000	0		0
Bank Fees	7,500	2,987	39.83%	2,552
Interest Expense	11,750,000	4,923,890	41.91%	5,059,292
Contingency	15,000	0		0
Non Cash Financing Expenses				
Bond Issuance Expense	620,280	123,254	19.87%	303,046
Total Financing Expense	12,443,280	5,066,631	40.72%	5,383,889
Other Gains or Loss				
Total Expenses	32,251,677	11,547,772	35.81%	11,621,515
Net Income	-10,155,077	5,992,911		-3,477,377

CTRMA INVESTMENT REPORT

Month Ending 11/30/2010						Rate
Balance 10/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2010	Nov 2010
1,832,207.88			253.42	546,751.34	1,285,709.96	0.198%
5,495.26			0.85		5,496.11	0.198%
155,945.21			24.14		155,969.35	0.198%
58,125,371.10			8,950.62	464,623.95	57,669,697.77	0.198%
4,115,670.92			457.20	2,068,759.22	2,047,368.90	0.198%
630,101.58			45.27	550,000.00	80,146.85	0.198%
152,884.71			23.66		152,908.37	0.198%
7,285,132.51			1,032.44	1,998,042.11	5,288,122.84	0.198%
620.50			0.10		620.60	0.198%
4,821,735.05			746.35		4,822,481.40	0.198%
2,067.55			0.32		2,067.87	0.198%
6,748,120.58			1,044.53		6,749,165.11	0.198%
1,001,235.10			140.54	341,775.85	659,599.79	0.198%
2,501,221.06			387.16		2,501,608.22	0.198%
2,753.40			0.43		2,753.83	0.198%
841.29			0.13		841.42	0.198%
419.53			0.06		419.59	0.198%
126.61			0.02		126.63	0.198%
87,381,949.84	0.00	0.00	13,107.24	5,969,952.47	81,425,104.61	0.198%
81,731.22	550,000.00		14.19	585,000.00	46,745.41	

Amount in Trustee TexStar

- 183A/290E Project Acct
- 2010 Senior Lien Construction Fund
- 2010-1 Sub Lien Projects
- 2010 Regions Project Acct
- General Fund
- Trustee Operating Fund
- Renewal & Replacement Fund
- TxDOT Grant Fund
- Revenue Fund
- Debt Service Reserve Fund 05
- 2010 Senior Lien DSF
- 2010 Senior Lien Debt Service Reserve Fund
- 2010-2Sub Lien Debt Service Reserve Fund
- 2010-1Sub Lien Debt Service Reserve Fund
- 2010-1 COI Sub Lien
- 2010 Senior Lien Capitalized Interest
- 2010-1 Sub Lien Capitalized Interest
- 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

CTRMA INVESTMENT REPORT

Month Ending 11/30/2010						
Balance 10/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2010	Rate Nov 2010
Fidelity Money Market Fund						
Operating Fund	0.00	958,439.25	28.75		958,468.00	0.001%
2010-2 183A/290E Project Acct	0.05	546,751.34	0.11	546,751.34	0.16	0.001%
2010-1 Sub Lien Project Acct	13.78			13.42	0.36	0.001%
2010 Senior Lien Construction Fund	14,548.96		0.37		14,549.33	0.001%
Other Obligations Fund	12,494.92		0.48		12,495.40	0.001%
Debt Service Fund 2005	2,632,312.17	619,958.33	117.04		3,252,387.54	0.001%
2010 Senior DSF	12.40				12.40	0.001%
Subordinate Lien TIFIA DS Fund	7,880.34		0.31		7,880.65	0.001%
2010-2 BABs Supplemental Security	110,406.68		2.81		110,409.49	0.001%
2010-2 Subordinate Cap I Fund	2,816.70		0.07		2,816.77	0.001%
2010 Regions BABs Project Account	0.00	477,531.28	0.39	464,623.95	12,907.72	0.001%
2010 Regions BABs Debt Service Account	0.00	180,833.33		180,833.33	0.00	0.001%
TxDOT Grant Fund	19,937.33	1,998,042.11	13.51	1,998,042.11	19,950.84	0.001%
Renewal and Replacement	5,011.85		0.19		5,012.04	0.001%
2010-1 Sub lien supplemental Security	12.52				12.52	0.001%
Revenue Fund	1,165,526.67	1,269,502.38	17.93	1,985,764.08	449,282.90	0.001%
General Fund	1,368,572.92	3,646,831.05	56.63	3,377,350.45	1,638,110.15	0.001%
2010 Senior DS Reserve Fund	1,755,079.00		18.74	1,521,204.00	233,893.74	0.001%
2010-1 Subordinate DS Reserve Fund	134,894.28	18,459.68	3.17		153,357.13	0.001%
2010-2 Subordinate DS Reserve Fund	48,223.02	348,446.53	1.13	390,000.00	6,670.68	0.001%
Debt Service Reserve Fund 2005	82,466.36	5,078,125.00	919.92		5,161,511.28	0.001%
	7,360,209.95	15,142,920.28	1,181.55	10,464,582.68	12,039,729.10	
	15,799,066.85		2,765.70	108,643.62	15,693,188.93	0.003%

Amount in Region's MMA SIB Loan

CTRMA INVESTMENT REPORT

Month Ending 11/30/2010						Rate
Balance 10/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2010	Nov 2010
						0.500%
3,952,518.70			1,646.89		3,954,165.59	0.500%
1,118,432.64			466.01		1,118,898.65	0.880%
8,515,347.19			6,244.58		8,521,591.77	0.300%
11,568,823.97			2,520.96	3,182,080.00	8,389,264.93	0.850%
62,502,913.42			44,304.10		62,547,217.52	
87,658,035.92	0.00	0.00	55,182.54	3,182,080.00	84,531,138.46	
Amount in Fed Agencies						
11,561,983.38	3,902,290.00	(131.94)	5,531.25	5,056,629.22	10,407,512.22	
11,561,983.38	3,902,290.00	(131.94)		5,056,629.22	10,407,512.22	
Certificates of Deposit						
3,100,000.00					3,100,000.00	
87,463,681.06	550,000.00		13,121.43	6,554,952.47	81,471,850.02	
23,159,276.80	15,142,920.28		3,947.25	10,573,226.30	27,732,918.03	
11,561,983.38	3,902,290.00	(131.94)		5,056,629.22	10,407,512.22	
87,658,035.92	0.00		55,182.54	3,182,080.00	84,531,138.46	
212,942,977.16	19,595,210.28	(131.94)	72,251.22	25,366,887.99	207,243,418.73	

Amount in Bayerische Landesbank GIC
 Subordinate Lien Cap-I 2010-1
 Subordinate Lien Cap-I 2010-2
 Senior Lien Cap-I 2010
 Subordinate Lien Project Fund 2010-1
 Senior Lien Project Fund 2010

Amount in Fed Agencies
 Amortized Principal
 Accrued Interest

Certificates of Deposit
 Total in Pools
 Total in Money Market
 Total in Fed Agencies
 Bayerische Landesbank GIC
 Total Invested

All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO

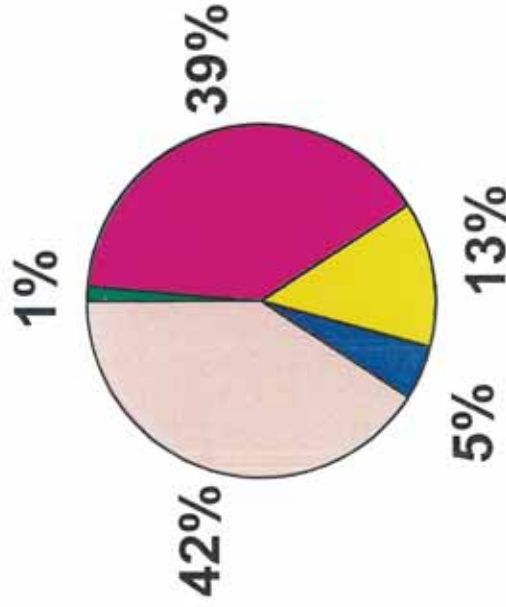
CTRMA INVESTMENT REPORT

Month Ending 11/30/2010

Rate
Nov 2010

Balance 10/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 11/30/2010

Allocation of Funds



- Certificates of Deposit
- Total in Fed Agencies
- Total in Pools
- Bayerische Landesbank GIC
- Total in Money Market

Amount of investments As of November, 2010

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Fannie Mae	3136FMDR2	2,998,500.00	2,999,000.00	3,000,930.00	1.125%	3/30/2010	4/23/2012	TxDOT Grant Fund
Federal Farm Credit	31331J2B8	1,997,836.00	1,997,836.00	1,993,760.00	1.000280%	11/22/2010	2/15/2013	TxDOT Grant Fund
Fannie Mae	31398AZY1	Called	Called	Called	1.62%	11/30/2009	11/10/2014	2005 Debt Service Reserve Fund
Fannie Mae	31398AX80	1,004,500.00	1,004,000.00	1,000,940.00	1.45%	7/29/2010	7/26/2013	2005 Debt Service Reserve Fund
Fannie Mae	31398AW32	1,002,500.00	1,002,222.22	1,004,060.00	1.38%	7/19/2010	7/19/2013	2005 Debt Service Reserve Fund
Federal Home loan Bank	313370CR7	1,000,000.00	1,000,000.00	1,000,000.00	0.25%	7/27/2010	1/27/2011	2010-1 Subordinate DSRF
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	199,568.00	1.109%	11/23/2010	5/15/2012	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	188,987.30	1.457%	11/23/2010	5/15/2013	2010-2 DSRF
Fannie Mae	3136FPAD9	1,514,454.00	1,514,454.00	1,504,215.00	2.000%	11/15/2010	8/24/2015	2010 Sr DSRF
Fannie Mae	3136FPFP7	500,000.00	500,000.00	500,000.00	0.625%	9/17/2010	9/17/2013	Renewal and Replacement
		10,407,790.00	10,407,512.22	10,392,460.30				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income November 2010		
						Accrued Interest	Amortization	Interest Earned
Fannie Mae	3136FMDR2	2,998,500.00	500.00	2,999,000.00	3,000,000.00	2,812.50	62.50	2,875.00
Federal Farm Credit	31331J2B8	1,997,836.00	0.00	1,997,836.00	2,000,000.00			
Fannie Mae	31398AZY1	Called	Called	Called	5,000,000.00			
Fannie Mae	31398AX80	1,004,500.00	500.00	1,004,000.00	1,000,000.00	1,208.33	(125.00)	1,083.33
Fannie Mae	31398AW32	1,002,500.00	277.78	1,002,222.22	1,000,000.00	1,145.83	(69.44)	1,076.39
Federal Home loan Bank	313370CR7	1,000,000.00	0.00	1,000,000.00	1,000,000.00	104.17	0.00	104.17
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00			
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00			
Fannie Mae	3136FPAD9	1,514,454.00	0.00	1,514,454.00	1,500,000.00	260.42	0.00	260.42
Fannie Mae	3136FPFP7	500,000.00	0.00	500,000.00	500,000.00			
		10,407,790.00	1,277.78	10,407,512.22	15,390,000.00	5,531.25	(131.94)	5,138.89

November 2010 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Matures	Nov 2010 Interest	FUND
			Maturity	Maturity			
Regions Bank	CDRB32454	3,000,000	0.30%	4/5/2010	1/4/2011	\$ 764.38	Debt Service Reserve Fund 05
Regions Bank	CDRB35523	100,000	0.15%	10/14/2009	9/10/2010	\$ 12.74	TxDOT Grant Fund
		<u>3,100,000</u>				<u>777.12</u>	

INVESTMENTS by FUND

		Balance			
		November 30, 2010			
Renewal & Replacement Fund				TexSTAR	81,471,850.02
	TexSTAR	152,908.37		CD's	3,100,000.00
	Fidelity	5,012.04		Fidelity	12,039,729.10
	Agencies	500,000.00	657,920.41	SIB	15,693,188.93
TxDOT Grant Fund				Agencies	10,407,512.22
	TexSTAR	5,288,122.84		Bayerische GIC	84,531,138.46
	Fidelity	19,950.84			
	CD's	100,000.00			\$ 207,243,418.73
	Agencies	4,996,836.00	10,404,909.68		
Subordinate Lien DS Fund 05					
	Fidelity	7,880.65	7,880.65		
Debt Service Reserve Fund 05					
	TexSTAR	4,822,481.40			
	Fidelity	5,161,511.28			
	CD's	3,000,000.00			
	Agencies	1,004,000.00	13,987,992.68		
Debt Service Fund 05					
	Fidelity	3,252,387.54	3,252,387.54		
2010 Senior Lien DSF					
	TexSTAR	2,067.87			
	Fidelity	12.40			
	Agencies		2,080.27		
Other Obligations Fund					
	Fidelity	12,495.40	12,495.40		
Operating Fund					
	TexSTAR	46,745.41			
	TexSTAR-Trustee	80,146.85			
	Fidelity	958,468.00			
	Region's SIB Loan MMA	15,693,188.93	16,778,549.19		
Revenue Fund					
	TexSTAR	620.60			
	Fidelity	449,282.90	449,903.50		
General Fund					
	TexSTAR	2,047,368.90			
	Fidelity	1,638,110.15	3,685,479.05		
2010-1 Sub Lien Cost of Issuance					
	TexSTAR	2,753.83	2,753.83		
2010 Senior Lien Capitalized Interest					
	TexSTAR	841.42			
	Bayerische GIC	8,521,591.77	8,522,433.19		
2010-1 Sub Lien Capitalized Interest					
	TexSTAR	419.59			
	Bayerische GIC	3,954,165.59	3,954,585.18		
2010-2 Sub Lien Capitalized Interest					
	TexSTAR	126.63			
	Fidelity	2,816.77			
	Bayerische GIC	1,118,898.65	1,121,842.05		
2010-1 Sub BABS subsidy					
	Fidelity	12.52	12.52		
2010-2 Sub BABS subsidy					
	Fidelity	110,409.49	110,409.49		
2010 Senior Lien Debt Service Reserve Fund					
	TexSTAR	6,749,165.11			
	Fidelity	233,893.74			
	Agencies	2,514,454.00	9,497,512.85		
2010-2 Sub Lien Debt Service Reserve Fund					
	TexSTAR	659,599.79			
	Fidelity	6,670.68			
	Agencies	390,000.00	1,056,270.47		
2010-1 Sub Lien Debt Service Reserve Fund					
	TexSTAR	2,501,608.22			
	Fidelity	153,357.13			
	Agencies	1,002,222.22	3,657,187.57		
2010 Regions BABS Project Account					
	TexSTAR	57,669,697.77			
	Fidelity	12,907.72	57,682,605.49		
2010-1 Sub Lien Projects Fund					
	TexSTAR	155,969.35			
	Fidelity	0.36			
	Bayerische GIC	8,389,264.93	8,545,234.64		
183A/290E Project Acct					
	TexSTAR	1,285,709.96			
	Fidelity	0.16	1,285,710.12		
2010 Senior Lien Construction Fund					
	TexSTAR	5,496.11			
	Fidelity	14,549.33			
	Bayerische GIC	62,547,217.52	62,567,262.96		
			<u>\$ 207,243,418.73</u>		



Monthly Newsletter - November 2010

Performance

As of November 30, 2010

Current Invested Balance	\$5,143,274,228.56
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	84 Days
Net Asset Value	1.000070
Total Number of Participants	721
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$994,347.21
Management Fee Collected	\$208,567.09
% of Portfolio Invested Beyond 1 Year	5.18%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

November Averages

Average Invested Balance	\$5,074,995,809.48
Average Monthly Yield, on a simple basis	0.1883%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	81 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in November:

★ City of Bonham

★ Grand Prairie ISD

Holiday Reminder

Thursday, Dec 23rd - TexSTAR will have an early close. Deadline for same day wire deposit and wire withdrawal requests is 2pm. For same day credit, wire deposits must be received by TexSTAR by 2pm.

Friday, Dec 24th - TexSTAR will be closed. ACH transactions initiated on Thursday, December 23rd will settle on Monday, December 27th.

Friday, Dec 31st - TexSTAR will have an early close. Deadline for same day wire deposit and wire withdrawal requests is 2pm. For same day credit, wire deposits must be received by TexSTAR by 2pm.

Standard ACH deadlines of 4pm for next business day settlement will be observed on these days.

Economic Commentary

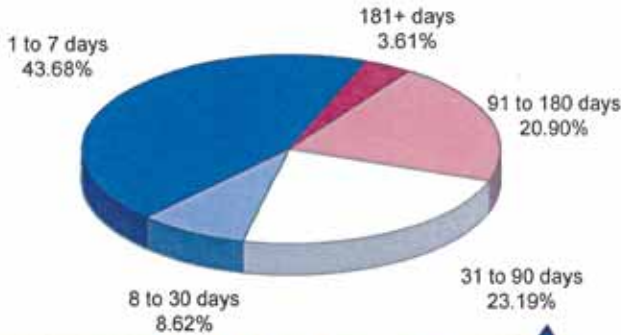
Despite expectations that the Federal Reserve's announcement to purchase an additional \$600 billion in Treasury securities over the next eight months would boost financial market asset prices, many markets, including Treasury securities, broad equity markets and many spread sectors, ended the month flat to lower in price. This may reflect in part some investors' lack of confidence in the efficacy of Fed purchases. However, the largest influence on risk markets has been resurgent concerns around peripheral Europe, with widespread skepticism that the European Central Bank's announced \$90 billion bailout for Ireland will forestall the need for further bailouts. Contagion fears continue to weigh on peripheral sovereign debt and some are forecasting the ECB will need to delay its withdrawal of emergency liquidity for banks. Also dragging on markets, China announced efforts to dampen its growth by increasing its banks' reserve requirements, which could signal further policy movements that would detract from developed countries' growth. Markets also continue to monitor geopolitical risks in Korea. In the U.S., income and consumption appear to be improving. While the mid-term elections and Fed asset purchases have created more clarity regarding the direction of future policy, questions remain about how to increase the solvency of many U.S. homeowners, how to reform Fannie Mae and Freddie Mac, and how to best extend expiring tax cuts. Nevertheless, the risks of a significant fiscal drag from expiring tax cuts in early 2011 have declined as some compromise is expected. The dissipation of these types of uncertainties has likely already benefited hiring and consumption. The baseline scenario is that economic growth will remain tepid, core CPI will remain at the low end of the Fed's comfort zone and that the unemployment rate is likely to remain elevated through 2011. The Federal Reserve's asset purchase program is not likely to be conditional on a short period of improved economic data. The Fed's actions will probably continue to be driven by the employment gap, the inflation gap and inflation expectations.

This information is an excerpt from an economic report dated November 2010 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

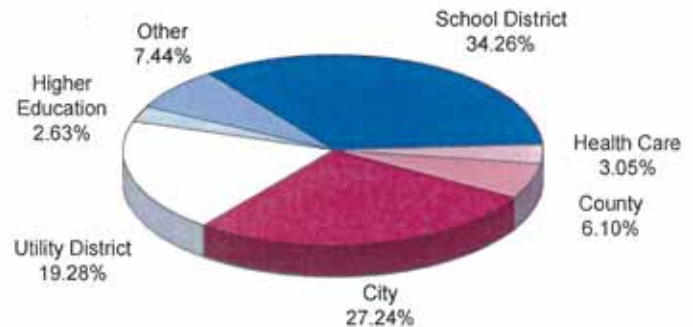
Portfolio by Type of Investment As of November 30, 2010



Distribution of Participants by Type As of November 30, 2010



Portfolio by Maturity As of November 30, 2010



Historical Program Information

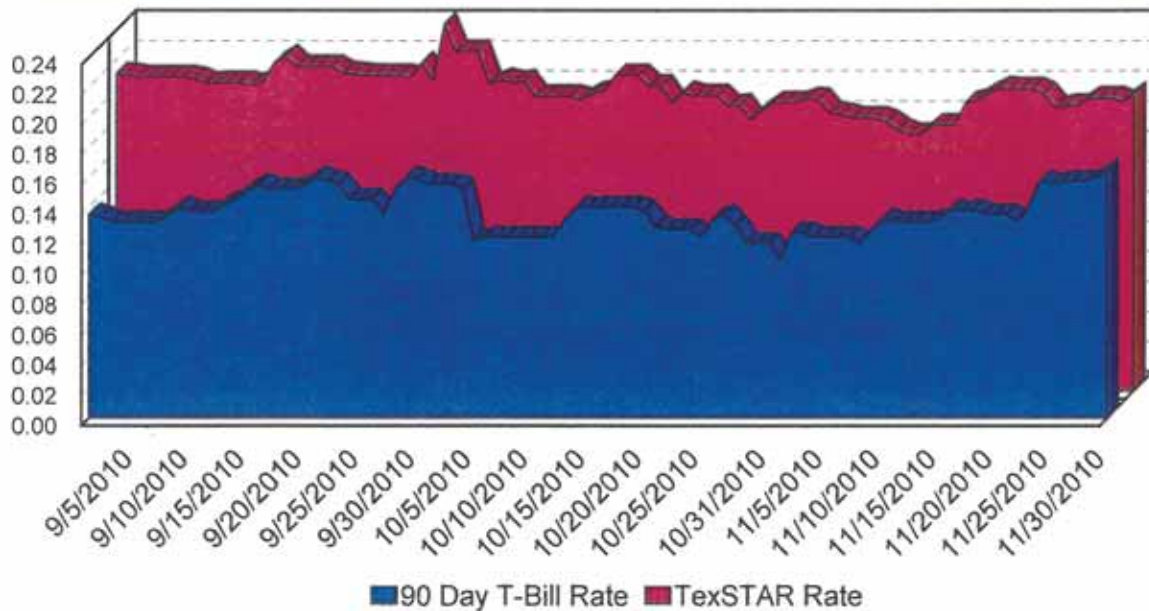
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Nov 10	0.1883%	\$5,143,274,228.56	\$ 5,143,635,927.81	1.000070	52	81	721
Oct 10	0.2002%	5,024,200,466.22	5,024,647,553.30	1.000088	49	74	719
Sep 10	0.2113%	4,970,973,494.85	4,971,467,034.53	1.000099	47	74	718
Aug 10	0.2153%	4,898,435,591.73	4,899,135,875.31	1.000142	49	81	715
Jul 10	0.1992%	4,973,684,902.13	4,974,288,088.24	1.000117	43	71	712
Jun 10	0.1860%	5,156,538,488.97	5,157,298,475.17	1.000147	44	72	712
May 10	0.1838%	5,182,297,968.35	5,182,789,855.09	1.000094	47	74	711
Apr 10	0.1721%	5,339,490,225.82	5,339,710,431.56	1.000035	51	80	710
Mar 10	0.1552%	5,631,610,152.45	5,632,064,660.25	1.000080	52	75	705
Feb 10	0.1453%	6,054,214,913.66	6,054,862,055.15	1.000106	46	68	704
Jan 10	0.1604%	5,840,134,270.14	5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701

Portfolio Asset Summary as of November 30, 2010

	Book Value	Market Value
Uninvested Balance	\$ (22,456.36)	\$ (22,456.36)
Accrual of Interest Income	691,021.61	691,021.61
Interest and Management Fees Payable	(1,015,279.72)	(1,015,279.72)
Payable for Investment Purchased	(14,990,926.50)	(14,990,926.50)
Repurchase Agreement	2,069,357,000.00	2,069,357,000.00
Government Securities	3,089,254,869.53	3,089,616,568.78
Total	\$ 5,143,274,228.56	\$ 5,143,635,927.81

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for November 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
11/1/2010	0.1943%	0.000005324	\$5,041,458,961.44	1.000109	52	80
11/2/2010	0.1937%	0.000005306	\$5,107,746,827.12	1.000104	51	78
11/3/2010	0.1845%	0.000005054	\$5,114,670,257.56	1.000110	50	78
11/4/2010	0.1836%	0.000005030	\$5,131,824,877.04	1.000116	52	78
11/5/2010	0.1815%	0.000004972	\$5,053,852,423.42	1.000113	54	82
11/6/2010	0.1815%	0.000004972	\$5,053,852,423.42	1.000113	54	82
11/7/2010	0.1815%	0.000004972	\$5,053,852,423.42	1.000113	54	82
11/8/2010	0.1788%	0.000004898	\$5,007,999,023.79	1.000116	56	84
11/9/2010	0.1737%	0.000004759	\$5,065,187,702.14	1.000118	56	83
11/10/2010	0.1705%	0.000004671	\$5,050,889,726.15	1.000119	56	83
11/11/2010	0.1705%	0.000004671	\$5,050,889,726.15	1.000119	56	83
11/12/2010	0.1767%	0.000004840	\$5,014,373,380.94	1.000120	55	82
11/13/2010	0.1767%	0.000004840	\$5,014,373,380.94	1.000120	55	82
11/14/2010	0.1767%	0.000004840	\$5,014,373,380.94	1.000120	55	82
11/15/2010	0.1914%	0.000005244	\$5,145,493,216.43	1.000113	53	79
11/16/2010	0.1933%	0.000005296	\$5,149,527,027.82	1.000106	52	78
11/17/2010	0.1980%	0.000005426	\$5,184,597,777.90	1.000105	50	76
11/18/2010	0.2015%	0.000005521	\$5,216,493,505.00	1.000097	50	75
11/19/2010	0.2007%	0.000005499	\$5,096,099,890.31	1.000096	48	81
11/20/2010	0.2007%	0.000005499	\$5,096,099,890.31	1.000096	48	81
11/21/2010	0.2007%	0.000005499	\$5,096,099,890.31	1.000096	48	81
11/22/2010	0.1974%	0.000005407	\$5,079,053,974.16	1.000105	48	80
11/23/2010	0.1886%	0.000005166	\$5,064,324,757.72	1.000098	50	82
11/24/2010	0.1898%	0.000005199	\$5,042,728,427.34	1.000108	50	85
11/25/2010	0.1898%	0.000005199	\$5,042,728,427.34	1.000108	50	85
11/26/2010	0.1947%	0.000005335	\$5,025,181,677.23	1.000104	49	84
11/27/2010	0.1947%	0.000005335	\$5,025,181,677.23	1.000104	49	84
11/28/2010	0.1947%	0.000005335	\$5,025,181,677.23	1.000104	49	84
11/29/2010	0.1923%	0.000005269	\$5,042,463,724.98	1.000096	51	85
11/30/2010	0.1975%	0.000005411	\$5,143,274,228.56	1.000070	51	64
Average	0.1883%	0.000005160	\$5,074,995,809.48		52	81

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

William Chapman

Nell Lange

Melinda Garrett

Michael Bartolotta

Will Williams

Hardy Browder

Oscar Cardenas

Stephen Fortenberry

S. Renee Tidwell

Monte Mercer

Becky Brooks

Len Santow

Central Texas Regional Mobility Authority

City of Frisco

Houston ISD

First Southwest Company

JP Morgan Chase

City of Cedar Hill

Northside ISD

McKinney ISD

Tarrant County

North Central TX Council of Government

Government Resource Associates, LLC

Griggs & Santow

Governing Board President

Governing Board Vice President

Governing Board Treasurer

Governing Board Secretary

Governing Board Asst. Sec./Treas.

Advisory Board

Advisory Board

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J.P.Morgan
Asset Management

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-009

**Authorizing an Interlocal Agreement with the Texas Transportation Institute
for Technical Support on the MoPac Improvement Project**

WHEREAS, the Texas Transportation Institute can assist the Central Texas Regional Mobility Authority in connection with the development of the MoPac Improvement Project by providing a third-party review of traffic modeling performed by CTRMA consultants; exploration of Active Traffic Management (ATM) Strategies; development of special signing and traffic control devices; assistance in outreach and education efforts through the development and support of information workshops; and technical expertise and transfer of research results on topics as needs arise; and

WHEREAS, CTRMA staff recommends obtaining the services provided by the Texas Transportation Institute as set forth in the proposed agreement attached as Attachment "A" to this resolution.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Executive Director to finalize and execute an agreement with the Texas Transportation Institute in the form or substantially in the form of the proposed Interlocal Cooperation Contract attached as Attachment "A" to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-009
Date Passed: 1/26/11

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS **

THE COUNTY OF BRAZOS **

THIS CONTRACT is entered into by and between a local government and the State agency as shown below Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act, TEX. GOVT. CODE ANN." § 791.001, et. Seq.

I. CONTRACTING PARTIES:

Performing Agency: Texas Transportation Institute
The Texas A&M University System - VID # 37277277275000

Receiving Agency: Central Texas Regional Mobility Authority

II. STATEMENT OF SERVICES TO BE PERFORMED:

Technical Support for MoPac Improvement Project
See Attachment A

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services. The Receiving Agency shall compensate the Performing Agency for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall not incur or be reimbursed for any new obligations after the effective date of termination. The Performing Agency shall bill the Receiving Agency for actual travel expenses, not to exceed the limits reimbursable under the state law. Out-of-state or out-of-country travel by the Performing Agency requires prior approval by the Receiving Agency.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$177,000.00 and shall conform to the provisions of Attachment B. The maximum amount payable under this contract is contingent upon availability of funds.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments shall be billed: on a monthly basis with labor and expense back up provided.

Payments received by the Performing Agency shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VI. DISPUTES:

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Performing Agency and the Receiving Agency to attempt to resolve any claim for breach of contract made by the Receiving Agency that cannot be resolved in the ordinary course of business. The Receiving Agency shall submit written notice of a claim of breach of contract under this Chapter to the Executive Associate Director of the Performing Agency, who shall examine Receiving Agency's claim and any counterclaim and negotiate with Receiving Agency in an effort to resolve the claim.

VII. TERM OF CONTRACT:

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to Receiving Agency. This contract begins on February 1, 2011 and terminates on February 28, 2012.

See Schedule B for General Terms and Conditions of the contract.

VIII. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to request for the above services by authority granted in TEX. GOVT. CODE ANN." § 791.

PERFORMING AGENCY further certifies that it has the authority to perform the services agreed upon above by authority granted in Chapter 85, Texas Education Code.

The undersigned parties bind themselves to the faithful performance of this contract.

PERFORMING AGENCY

RECEIVING AGENCY

Texas Transportation Institute
Name of Agency

Central Texas Regional Mobility Authority
Name of Agency

Authorized Signature

Authorized Signature

Dennis L. Christiansen, PhD, P.E.
Agency Director
Title

Mike Heiligenstein
Executive Director
Title

Date

Date

ATTACHMENT "A"
INTERLOCAL COOPERATION AGREEMENT

SCOPE OF SERVICES

Technical Support for MoPac Improvement Project

General Scope: The Central Texas Regional Mobility Authority (CTRMA), in cooperation with TxDOT and other local partners, is developing managed lanes for the MoPac corridor. Given the unique nature of the project, specialized technical expertise in managed lanes is needed to enhance the success of the project.

The Texas Transportation Institute (TTI) is considered the national leader in HOT and managed lanes research through performance of leading edge studies for the Texas Department of Transportation and the Federal Highway Administration in Washington D.C. In addition, TTI provides technical support to numerous organizations in the development and implementation of HOT lanes, express toll lanes, and other managed lanes facilities through the transfer of research results into practice.

To support CTRMA's project development efforts, TTI will perform the following tasks, depending on specific needs. TTI will not begin a task until NTP is provided by CTRMA.

Task 1. Independent Modeling Review

Estimated Cost: \$22,000

In the review role, TTI will provide a third-party review of the VISSIM micro-simulation modeling performed by CTRMA consultants to examine the modeling approach, coding, calibration, execution and generation of results. TTI will assess each aspect of the modeling process in terms of adherence to typical industry practices and procedures. Elements of the review will include:

- Input Data
 - Geometric Data
 - Link geometry (length, lanes, speed, facility type)
 - Link connectivity (lane continuity and movement assignments at intersections)
 - Control Data
 - Location and type of control devices
 - Settings for signal control
 - Yield definitions/rules
 - Traffic Demand Data
 - Input data sources
 - Conversion of input data to routes
 - Vehicle composition
- Global and Local Parameters
 - Car following parameters
 - Lane changing parameters
 - Desired speed decisions

- Reduce speed zones
 - Input traffic speed
 - Time step definition
- Calibration Methods and Results
- VISSIM Output Selection
 - Measures of effectiveness
 - Network-wide and focused data collection settings

The review will also include observation of vehicle behavior within the model including checks on erratic vehicle behavior, queuing that may extend beyond model boundaries and freeway weaving operations and queuing. At the request of CTRMA, TTI staff can undertake independent execution of consultant's VISSIM models to statistically verify whether or not model outputs from TTI test runs match outputs provided by consultants.

Deliverable: Technical memorandum documenting modeling review and findings

Task 2. Exploration of Active Traffic Management (ATM) Strategies

Estimated Cost: \$36,000

Active traffic management is the ability to dynamically manage recurrent and nonrecurrent congestion on an entire facility based on prevailing traffic conditions. Focusing on trip reliability, these strategies maximize the effectiveness and efficiency of the facility while increasing throughput and safety. Active traffic management strategies rely on the use of integrated systems with new technology, including automated dynamic deployment to optimize system performance quickly and without the delay that occurs when operators must deploy operational strategies manually. When various active traffic management strategies are implemented in concert, they fully optimize the existing infrastructure and provide measurable benefits to the transportation network and the motoring public. TTI is a national leader in this field, and has conducted research for FHWA on this emerging field since 2006.

Task 2.1. Assessment of Existing Supportive ATM- and ATDM-related Practices

Estimated Subtask Cost: \$10,000

The cadre of operational strategies under the ATM umbrella is diverse, particularly when it includes the broader concept of ATDM. This task will involve a review of current activities and efforts underway in the Austin that may qualify as ATM and/or ATDM and might set precedence for the concept in the region. This effort is important to help identify stakeholders, institutional issues, and any existing activities in the region that can support more extensive and comprehensive ATM in the MoPac corridor. (3 months)

Deliverable: Technical memorandum documenting regional activities supporting ATM/ATDM

Task 2.2. Assessment of Feasible Alternatives for MoPac Corridor

Estimated Subtask Cost: \$26,000

This task will involve conducting an assessment of feasible ATM alternatives for the MoPac corridor. The task will begin with the use the Active Management Screening Tool developed by TTI for FHWA to screen possible strategies based on the goals and objectives of the region and the objectives and constraints within the MoPac corridor.

After identifying feasible alternatives, they will be vetted with stakeholders to narrow the field to realistic opportunities to enhance operations in the corridor. (3 months)

Deliverable: Technical memorandum documenting results of screening tool analysis and recommendations for further action

Task 3. Technical Support for Assessment of User Information Needs

Estimated Cost: \$98,000

Drawing on the expertise of research staff, TTI will support development of signing and traffic control devices with a focus on provision of user information for the express lanes.

Task 3.1. Evaluation of Proposed Static and Dynamic Signs for User Comprehension, Driver Behavior and Applicable Standards

Estimated Subtask Cost: \$19,000

The evaluation will include sign locations, information density, proximity to choice and decision points, and roadway segment's geometry. Driver comprehension and behavior in response to signing and freeway operation maneuvers will be reviewed and analyzed. This task will outline and recommend signing adjustments and/or optimization needs to meet the design and operational requirements for the express lanes. Signing and marking plans will also be checked for conformance to the 2009 Federal MUTCD and anticipated changes in 2011 to the Texas MUTCD. Consistency with existing signing on adjacent toll facilities will also be considered.

Deliverable: Technical memorandum summarizing the evaluation and analysis recommendations. (2 months)

Task 3.2. Development of Message Distribution Set for Toll and Driver Information Signs

Estimated Subtask Cost: \$19,000

Approaches for displaying toll prices and destination information will be evaluated to define destination grouping and toll rates (\$/mile or \$/destination point). This task will also develop message sets and dissemination guidelines to support incident management for the express lanes and regional emergency management coordination. (2 months)

Deliverable: Technical memorandum addressing the DMS signing preferences and the DMS message display content to include number of lines, line content, and text and font format.

Task 3.3. Focus Groups to Determine User Acceptance of Signing/Marking Plan and Concept of Operations.

Estimated Subtask Cost: \$60,000

Focus group discussions will be conducted by TTI with support from SUMA/Orchard Social Marketing to obtain user feedback on the proposed corridor signing (signage type, signage display, information type), pricing scheme, as well as driver understanding of the express lane concept. Four focus groups will be conducted in total drawing from Texas drivers who are familiar and unfamiliar with the MoPac corridor. Three groups will be conducted with Austin area drivers and one group in the Bryan/College Station area to represent unfamiliar drivers. Focus group participants will be recruited in compliance

SCHEDULE A

with Texas A&M University Institutional Review Board (IRB) procedures for research involving human subjects. Subjects will be paid for their participation. (6 months)
Deliverable: Technical memorandum summarizing the driver feedback obtained from the focus groups and makes recommendations for changes to traffic control and public outreach to address these comments.

Task 4. Informational Workshops

TTI will support CTRMA with outreach and education efforts through the development and support of information workshops.

Estimated Cost: \$6,000

Task 4.1. Stakeholder Informational Workshops

Estimated Subtask Cost: \$6,000

Support development and participation of up to three informational meetings with stakeholder groups. Support activities include development of meeting format/structure, presentation materials, and participation as subject matter expert.

Task 5. Technical Support and Assistance

TTI will provide technical expertise and transfer of research results on topics as needs arise. For each activity, a technical memorandum will be submitted documenting the findings and results.

Estimated Cost: \$15,000

Activities may include the following:

- Facilitate peer exchange with other agencies in the U.S. developing comparable projects to MoPac
- TTI will facilitate conference calls, web meetings or other forms of peer exchange as needed on specific topics of interest, taking advantage of its network of contacts throughout the U.S. in the field of managed lanes
- Provide support in the review of the environmental process proposed schematic design and typical sections based on current industry practice and lessons learned.
- Provide support in the development and review of the Conceptual Operations Plan.

Total Not to Exceed Contract Amount: \$177,000

**ATTACHMENT B
INTERLOCAL COOPERATION AGREEMENT
GENERAL TERMS AND CONDITIONS**

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties prior to the expiration of the contract.

Article 2. Disputes

The Performing Agency shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. The Receiving Agency shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 3. Records and Ownership

- A. The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the Receiving Agency, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by the Receiving Agency shall be delivered to and become the property of the Receiving Agency. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the Receiving Agency without restriction or limitation of further use.
- C. The Receiving Agency shall own all title to, all interests in, and all rights to all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Performing Agency or its subcontractors under this contract shall be owned by the Receiving Agency and will be delivered to the Receiving Agency at the time the contract is completed or terminated.

Article 4. Subcontracts

A subcontract may not be executed by the Performing Agency without prior written authorization by the Receiving Agency. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Performing Agency of its responsibility under this contract.

Article 5. Termination

This contract may be terminated by satisfactory completion of all services and obligations contained in this contract, by mutual written agreement, or by either party unilaterally after 30 days' written notice to the other party. The Receiving Agency shall compensate the Performing Agency only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the Receiving Agency under this contract may not make any offer of benefits, gifts, or favors to employees of the Receiving Agency. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Receiving Agency.

Article 7. No Assignment

Neither party shall assign, sublet, or transfer any interest in this agreement.

Article 8. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Government." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Article 9. Performing Agency Resources

All employees of the Performing Agency shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Performing Agency certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than the Receiving Agency. On receipt of written notice from the Receiving Agency detailing supporting factors and evidence, the Performing Agency shall remove from the project any employee of the Performing Agency who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Performing Agency shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 10. Equal Employment Opportunity

The Performing Agency agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Performing Agency agrees to consider minority universities for subcontracts when the opportunity exists. The Performing Agency warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 11. Nondiscrimination

- A. The Performing Agency shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally- assisted programs, including 49 CFR, Part 21; 23 CFR, Chapter 1, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Performing Agency, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Performing Agency for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Performing Agency of the Performing Agency's obligations under this agreement and the Regulations.
- D. The Performing Agency shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Receiving Agency or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Performing Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Performing Agency shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Performing Agency has made to obtain the requested information.
- E. In the event of the Performing Agency's noncompliance with the nondiscrimination provision of this agreement, the Receiving Agency shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Performing Agency shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Performing Agency shall take such lawful action with respect to any subcontract or procurement as the Receiving Agency may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Performing Agency becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by the Receiving Agency, the Performing Agency may request the Receiving Agency to enter into the litigation to protect the interests of the State. In addition, the Performing Agency may request the United States to enter into litigation to protect the interests of the United States.

Article 12. Basis for Calculating Reimbursement Costs

The Receiving Agency will reimburse the Performing Agency for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services. The Receiving Agency shall compensate the Performing Agency for only those eligible expenses incurred during this

SCHEDULE B

contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the Receiving Agency. The Performing Agency shall not incur or be reimbursed for any new obligations after the effective date of termination. The Performing Agency shall bill the Receiving Agency for actual travel expenses, not to exceed the limits reimbursable under the state law. Out-of-state or out-of-country travel by the Performing Agency requires prior approval by the Receiving Agency.

Article 13. Funding

The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid. Payments received by the Performing Agency shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before the Receiving Agency reimburses the Performing Agency for their services, the Performing Agency shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Performing Agency receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Performing Agency fails to comply with this Article, the Receiving Agency may withhold payments and suspend work until the subcontractors and suppliers are paid. The Performing Agency is authorized to submit requests for reimbursement no more frequently than monthly and no later than 120 days after costs are incurred.

Article 14. Conflict of Interest

The Performing Agency shall not assign an employee to a project if the employee:

1. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state or the Receiving Agency relating to the project;
2. has a direct or indirect financial interest in the outcome of the project;
3. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with the Receiving Agency; or
4. is a current part-time or full-time employee of the Receiving Agency.

Article 15. Additional Work

- A. If the Performing Agency is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the Receiving Agency in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If the Receiving Agency in its sole discretion finds that the work does constitute additional work, the Receiving Agency shall so advise the Performing Agency and a written amendment will be executed. The Performing Agency shall not perform any proposed additional work or incur any additional costs before the execution of an agreement.

SCHEDULE B

- C. The Receiving Agency shall not be responsible for actions by the Performing Agency or for any costs incurred by the Performing Agency relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 16. Nonconforming Work

If the Performing Agency submits work that does not comply with the terms of this contract, the Receiving Agency shall instruct the Performing Agency to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 17. Notice to Proceed

If Attachment A requires a notice to proceed, the Performing Agency shall not proceed with any work or incur any costs until the Receiving Agency issues a written notice to the Performing Agency authorizing work to begin. Any costs incurred by the Performing Agency before receiving the notice are not eligible for reimbursement.

Article 18. Authority of State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the Receiving Agency, the Performing Agency shall furnish the Receiving Agency with satisfactory proof of its compliance with this Article.

ATTACHMENT B Estimated Budget

TEXAS TRANSPORTATION INSTITUTE
Estimated Budget for 2/1/11 to 2/28/11
Central Texas Regional Mobility Authority
Principal Investigator: Ginger Goodin

Technical Support for MoPac Improvement Project

P2011207

A. Direct Costs

1. Salaries and Wages ⁽¹⁾				
Professional Services	8.56 staff-mo	\$	73,843	
Clerical Services ⁽²⁾	0.41 staff-mo	\$	<u>1,650</u>	
	TOTAL SALARIES AND WAGES			\$ 75,493
2. Fringe Benefits ⁽³⁾				
17.1% of Salaries and Wages (Non-Students)			\$12,909	
Health Insurance (Staff @ \$526/person/month)			<u>\$4,718</u>	
	TOTAL FRINGE BENEFITS			\$17,627
3. Expendable Goods/Supplies			<u>\$0</u>	
	TOTAL SUPPLIES			\$0
4. Travel ⁽⁴⁾				
Mileage	10 trips x 200 miles @ .51/mile		<u>\$1,020</u>	
	TOTAL TRAVEL			\$1,020
5a. Other Operating Expenses				
Reproduction			\$206	
Air Courier			<u>\$95</u>	
	SUB-TOTAL OTHER OPERATING EXPENSES			\$301
5b. Other Operating Costs (NO INDIRECT)				
Computer Operations ⁽⁵⁾			<u>\$2,019</u>	
	SUB-TOTAL OTHER OPERATING EXPENSES (No Indirect)			<u>\$2,019</u>
	TOTAL OTHER OPERATING EXPENSES			\$2,320
6. Capital Equipment			<u>\$0</u>	
	TOTAL CAPITAL EQUIPMENT			\$0
7. Subcontract/Consultant				
SUMA/Orchard - focus groups			<u>\$25,000</u>	
	TOTAL SUBCONTRACT/CONSULTANT			<u>\$25,000</u>
	TOTAL DIRECT COSTS			\$ 121,460
B. Administrative Costs	46.5%		MODIFIED TOTAL DIRECT COST ⁽⁶⁾	\$119,441
				\$55,540
			TOTAL ADMINISTRATIVE COSTS	<u>\$55,540</u>
			NET COST TO SPONSOR	<u>\$ 177,000</u>

All facilities and equipment necessary to accomplish the required work are available.

The Texas A&M University System serves people of all ages, regardless of socioeconomic level, race, color, sex, religion, disability or national origin.

- 1 Salaries are estimated to include any expected pay increases during the contract period. Except for the Program Manager and Other Experts, salary rates are estimated based on a pool of available personnel. Reimbursement will be based on actual costs per employee in accordance with the Performing Agency's payroll policy and salary rate.
- 2 Clerical Staff are directly charged as the support required is significantly greater than the routine level of services provided by academic departments.
- 3 Fringe benefit rates are estimates only. Reimbursement will be based on actual cost per employee.
- 4 The Performing Agency shall bill the Receiving Agency for travel expenses not to exceed the limits reimbursable under state law. Trips shown are estimates only.
- 5 Includes computer use and network support services.
- 6 Per OMB Circular A-21 (rev 8/8/00) and F&A Agreement negotiated with DHHS, capital equipment purchases, rental costs, computer operations, technical support services, video operations, and subcontracts >\$25,000 are excluded from Modified Total Direct Costs.

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-010

**Requesting Williamson County Create a Magistrate Position to Hear
Complaints Arising from Non-Payment of Tolls**

WHEREAS, use of the 183A Turnpike without paying the required toll is a Class C misdemeanor under state law prosecutable in a court of competent jurisdiction; and

WHEREAS, the Williamson County Justice of the Peace Court, Precinct Two, is a court where such offenses have been prosecuted, and additional judicial resources would increase the number of cases alleging non-payment of tolls that can be filed and processed in that court; and


WHEREAS, the Williamson County Commissioners Court has authority under state law to create a magistrate position that has the power, with the express authorization of the affected justice of the peace, to exercise certain concurrent jurisdiction with the justice of the peace in fine-only misdemeanor cases.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors requests that the Williamson County Commissioner's Court consider creating a magistrate position to assist in hearing claims alleging non-payment of tolls due for the use of toll roads in Williamson County; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes and directs its Executive Director to work with all appropriate officials in Williamson County on a proposal for consideration by this Board and Williamson County to establish a magistrate program devoted primarily to the offense of using a toll road without paying the required toll.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-010
Date Passed: 1/26/11

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-011

**Authorizing a Contract to Acquire Certain Property in Travis County
for the US 290 East Toll Project (“Manor Expressway”)
(Parcel 55)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority (“CTRMA”) found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 2.091 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by ODEEN HIBBS, TRUSTEE (the “Owner”), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the “Project”), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit “A” together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$401,444.00.

[Signatures on next page]

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-011
Date Passed: 1/26/11

REAL ESTATE CONTRACT
Highway 290E Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by ODEEN HIBBS, TRUSTEE (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.091 acre tract of land, more or less, out of the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 55);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of THREE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED NINETY FOUR AND 00/100 Dollars (\$353,194.00).

2.02. As additional compensation for any improvements on the Property purchased herein, Purchaser shall pay the sum of FORTY EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (\$48,250.00). Seller may elect to retain any of the site improvements listed on Exhibit "B" by providing notice of such retention to Purchaser in writing prior to the Closing Date. A credit or reduction to the Additional Compensation specified herein shall be applied for the amount of the retention value listed on Exhibit "B". Any retained improvements must be removed from the Property within 14 days after the Closing of this transaction.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

Special Provisions

2.03. The parties acknowledge that a billboard sign lease between Seller and Reagan National Advertising of Austin, Inc. affects a portion of the Property which must be cancelled by Purchaser. As an obligation which shall survive the Closing of this transaction, by its signature on this contract Seller agrees to provide Reagan National Advertising of Austin, Inc. with a replacement billboard lease on the remaining property of Seller on the same terms as the currently existing lease.

2.04. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the Hwy 290E road construction project upon the Property it shall reconstruct any currently existing driveway connection to the remaining property of Seller, and shall restore any currently existing utility connections or meters on the remaining property of Seller.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before February 28th, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Odeen Hibbs, Trustee

Address: _____

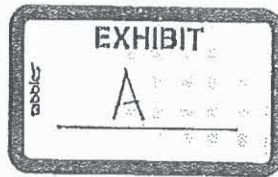
Date: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

Address: 301 Congress Ave.
Suite 650
Austin, Texas 78701



Page 1 of 5
Parcel 55
September 17, 2010

County: Travis
Parcel No.: 55
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 55

DESCRIPTION OF 2.091 ACRES (91,092 SQUARE FEET) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 6.42 ACRES IN A DEED TO ODEEN HIBBS, TRUSTEE, OF RECORD IN VOLUME 9599, PAGE 161, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.091 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 230.00 feet right of Engineer's Baseline Station 436+53.22, at the southeast corner of the herein described tract, same being in the southeast line of said Hibbs tract, and the northwest line of that certain tract of land described as 30.00 acres (Tract One) in a deed to Robert Shapiro, Jay Shapiro, Ira Shapiro, and Mike Shapiro, Trustees of the Morris and Elaine Shapiro 1987 Family Trust, of record in Volume 12043, Page 2049, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at an angle point in the northwest line of said Shapiro tract, and the southeast line of that certain tract of land described as 22.497 acres in a deed to Nancy Swenson Smith and Agnes Swenson Aldridge, of record in Volume 11995, Page 152, Real Property Records, Travis County, Texas bears S24°07'15"W 1133.62 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Hibbs tract, S71°25'55"W, passing at 51.44 feet a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 230.00 feet right of Engineer's Baseline Station 436+01.78, continuing 528.71 feet, in all a total distance of 580.15 feet to a 1/2" iron

EXHIBIT ____

rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 230.00 feet right of Engineer's Baseline Station 430+73.07, at the southwest corner of this tract, same being in the west line of said Hibbs tract, and the east line of said Smith tract, at an angle point in the proposed south ROW line of U.S. Highway 290;

- 2) THENCE, with the west line of this tract and said Hibbs tract, and the east line of said Smith tract, $N10^{\circ}53'37''W$, at 143.82 feet passing a 1" iron rod found, in all a total distance of 144.19 feet to a calculated point at the northwest corner of this tract and said Hibbs tract, and the northeast corner of said Smith tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 8.421 acres in a deed to the State of Texas, of record in Volume 663, Page 27, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of that certain tract of land described as 2.50 acres (Tract Two) in a deed to Robert Hurst Rental Company, of record in Volume 5697, Page 2338, Deed Records, Travis County, Texas, also being an interior ell corner on a north line of said Smith tract, bears $S71^{\circ}23'48''W$ 173.12 feet and $S10^{\circ}52'58''W$ 632.49 feet;
- 3) THENCE, with the north line of this tract and said Hibbs tract, the existing south ROW line of U.S Highway 290, and the south line of said 8.421 acre State of Texas tract, $N71^{\circ}23'48''E$ 693.10 feet to a calculated point at the northeast corner of this tract and said Hibbs tract, the northwest corner of said Shapiro tract, the southeast corner of said 8.421 acre State of Texas tract, and the southwest corner of that certain tract of land described as 7.646 acres in a deed to the State of Texas, of record in Volume 663, Page 31, Deed Records, Travis County, Texas;
- 4) THENCE, with the southeast line of this tract and said Hibbs tract, and the northwest line of said Shapiro tract, $S24^{\circ}07'15''W$, at 0.67 feet passing an iron bar found, in all a total distance of 194.98 feet to the POINT OF BEGINNING and containing 2.091 acres within these metes and bounds, more or less.

EXHIBIT _____

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

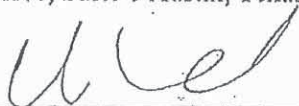
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 17th day of September, 2010 A.D.

SURVEYED BY:

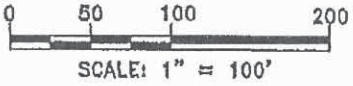
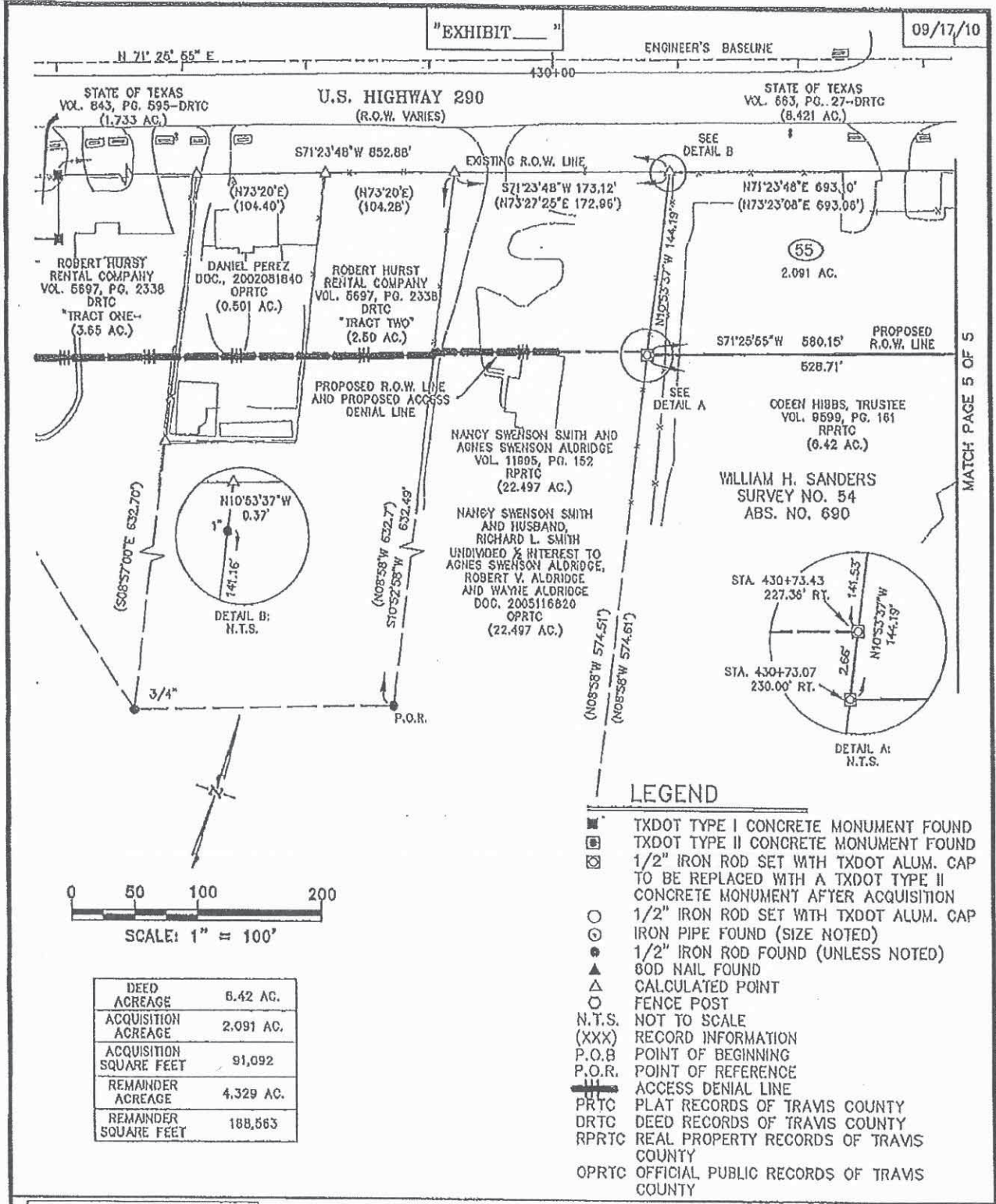
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6 Austin, Texas 78731
(512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P55 R2
Issued 02/02/07, Rev 03/20/07, 04/01/09, 09/17/10





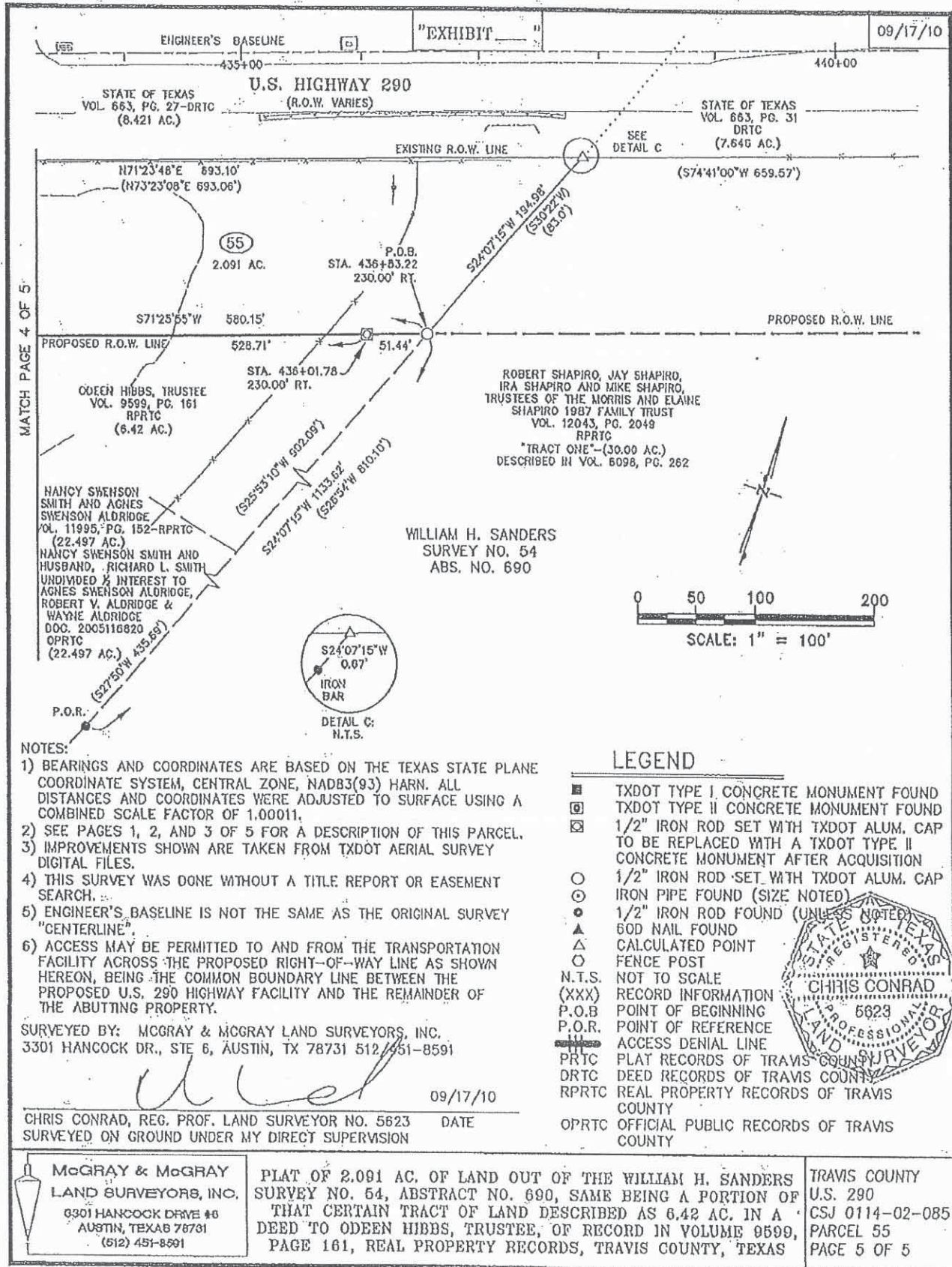
DEED ACREAGE	6.42 AC.
ACQUISITION ACREAGE	2.091 AC.
ACQUISITION SQUARE FEET	91,092
REMAINDER ACREAGE	4.329 AC.
REMAINDER SQUARE FEET	188,563

- LEGEND**
- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - TXDOT TYPE II CONCRETE MONUMENT FOUND
 - ⊗ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
 - 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
 - ⊙ IRON PIPE FOUND (SIZE NOTED)
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ▲ 80D NAIL FOUND
 - △ CALCULATED POINT
 - FENCE POST
 - N.T.S. NOT TO SCALE
 - (XXX) RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - ACCESS DENIAL LINE
 - PRTC PLAT RECORDS OF TRAVIS COUNTY
 - DRTC DEED RECORDS OF TRAVIS COUNTY
 - RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
 - OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

McGRAY & McGRAY
LAND SURVEYORS, INC.
8301 HANCOCK DRIVE #8
AUSTIN, TEXAS 78701
(512) 451-8501

PLAT OF 2.091 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 6.42 AC. IN A DEED TO ODEEN HIBBS, TRUSTEE, OF RECORD IN VOLUME 9599, PAGE 161, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 55
PAGE 4 OF 5



**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 11-012

**Authorizing a Contract to Acquire Certain Property in Travis County
for the US 290 East Toll Project (“Manor Expressway”)
(Parcel 4)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority (“CTRMA”) found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.717 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by 1825 DEVELOPMENT, INC. (the “Owner”), and of the leasehold interest in the Subject Property owned by Michael Joseph (the “Leasehold Owner”), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the “Project”), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted official written offers to the Owner and to the Leasehold Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property and of the Leasehold Owner to acquire the Subject Property; and

WHEREAS, the Executive Director, the Owner, and the Leasehold Owner have agreed on the amounts determined to be just compensation and damages, if any, due to said Owner and to said Leasehold Owner for their respective interest in the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit “A” together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a contract acquisition price of \$715,366.00, and

BE IT FURTHER RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute an agreement to purchase an assignment and conveyance of the Leasehold Owner’s interest in the Subject Property in the

form or substantially the same form attached as Exhibit "B" together with all associated documents necessary to acquire the leasehold interest in the Subject Property, for an acquisition price of \$201,772.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-012
Date Passed: 1/26/11

REAL ESTATE CONTRACT
Highway 290E Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by 1825 DEVELOPMENT, INC. (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.717 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property, and any damages to or cost to cure for the remaining property of Seller, shall be the sum of SEVEN HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY SIX AND 00/100 Dollars (\$715,366.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

Special Provisions

2.03. The parties acknowledge that a billboard sign lease between Seller and The Lamar Companies affects a portion of the Property which must be cancelled by Purchaser. As an obligation which shall survive the Closing of this transaction, by its signature on this contract Seller agrees to provide The Lamar Companies with a replacement billboard lease on the remaining property of Seller on the same terms as the currently existing lease.

2.04. As a part of the Closing of this transaction, Seller agrees to deliver a full release of the terms, conditions and stipulations as set out in that certain Access Easement Agreement dated December 15, 2008, recorded under Document No. 2009038563 of the Official Public Records of Travis County, Texas.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The closing shall be held at the office of Heritage Title Company on or before February 15th, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total

damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

1825 DEVELOPMENT, INC.

By: _____

Its: _____

Date: _____

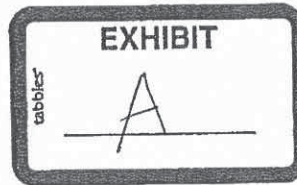
Address: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

Address: 301 Congress Ave.
Suite 650
Austin, Texas 78701



County: Travis
Parcel No.: 4
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF 0.717 OF ONE ACRE (31,254 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30; ABSTRACT NO. 214; IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 6; BLOCK A, 290/TUSCANY BUSINESS PARK, A SUBDIVISION OF RECORD IN BOOK 101, PAGES 65-67, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 6 BEING DESCRIBED IN A DEED TO 1825 FORTVIEW, INC., OF RECORD IN VOLUME 13189, PAGE 6, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.717 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 290.05 feet right of Engineer's Baseline Station 276+68.54, at the south corner of this tract, being in the east line of said 1825 Fortview tract and said Lot 6, and the existing west ROW line of Tuscany Way, a public ROW as dedicated by plat of said 290/Tuscany Business Park subdivision;

THENCE, with the proposed south ROW line of U.S. Highway 290 and the south line of this tract, crossing said 1825 Fortview tract and said Lot 6, the following three (3) courses numbered 1 through 3;

- 1) N05°57'28"W:47:86 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 242:20 feet right of Engineer's Baseline Station 276+68:54;
- 2) N51°01'01"W:30:01 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 221:00 feet right of Engineer's Baseline Station 276+47:30; and

EXHIBIT _____

- 3) S84°02'32"W 128.10 feet to a 1/2" iron rod set with a TxDOT aluminum cap 221.00 feet right of Engineer's Baseline Station 275+19.20, at the southwest corner of this tract, being in the west line of said 1825 Fortview tract and said Lot 6, and the east line of that certain tract of land described as 2 acres in a deed to Kemco Properties, of record in Document 1999-122667, Official Public Records, Travis County, Texas, from which point a 3/4" iron pipe found at the south corner of said Kemco Properties tract, and at an angle point in the west line of said 1825 Fortview tract and said Lot 6, same being the east corner of that certain tract of land described as 176.74 acres (save and except 16.326 acres), Tract Two, in a distribution conveyance deed to J.P. Morgan Chase Bank, as Trustee of Frederic Clarke Morse, Jr. Exempt Family Trust, of record in Document 2004-113210, Official Public Records, Travis County, Texas, bears S03°57'13"W 54.52 feet; and from which point a 3/8" iron rod found at an angle point in the east line of said J.P. Morgan Chase Bank tract, and the southwest corner of said 1825 Fortview tract and said Lot 6, being the northwest corner of Lot 5, Block A in said 290/Tuscany Business Park subdivision; bears S03°57'13"W 54.52 feet and S25°28'14"W 77.09 feet;
- 4) THENCE, with the west line of this tract, said 1825 Fortview tract and said Lot 6, and the east line of said Kemco Properties tract, N03°57'13"E 225.41 feet to a 1/2" iron rod found at the northwest corner of this tract, said 1825 Fortview tract and said Lot 6, and the northeast corner of said Kemco Properties tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract described as 4.228 acres (Part 1) in a deed to the State of Texas, of record in Volume 3138, Page 2243, Deed Records, Travis County, Texas;
- 5) THENCE, with the north line of this tract, said 1825 Fortview tract and said Lot 6, the existing south ROW line of U.S. Highway 290 and the south line of said 4.228 acre State of Texas tract, N84°02'10"E 91.97 feet to a calculated point of curvature at the northeast corner of this tract, said 1825 Fortview tract and said Lot 6, being the northwest corner of the existing ROW line of said Tuscany Way, from which point a 1/2" iron rod found bears S05°57'50"E 0.47 feet;

THENCE, with the east line of this tract, said 1825 Fortview tract and said Lot 6; and the existing west ROW line of said Tuscany Way, the following three (3) courses numbered 6 through 8;

EXHIBIT _____

- 6) with said curve to the right whose intersection angle is $95^{\circ}27'46''$, the radius is 25.00 feet, an arc distance of 41.65 feet, the chord of which bears $S51^{\circ}57'13''E$ 37.00 feet to a 1/2" iron rod found;
- 7) $S06^{\circ}01'01''E$ 240.71 feet to a calculated point; and
- 8) with a curve to the right, whose intersection angle is $33^{\circ}39'01''$, radius is 45.00 feet, an arc distance of 26.43 feet, the chord of which bears $S12^{\circ}36'11''W$ 26.05 feet to the POINT OF BEGINNING and containing 0.717 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN; All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

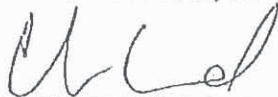
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 4th day of December, 2009 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



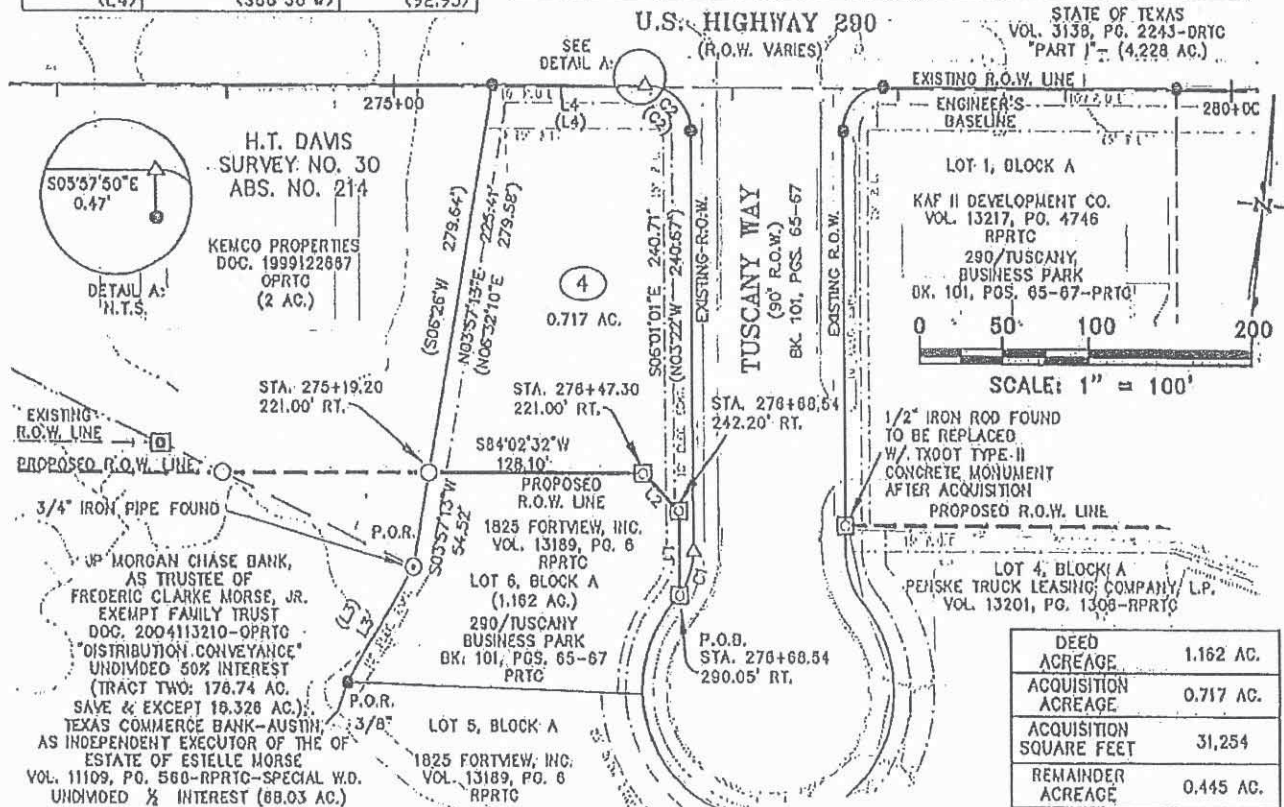
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P4 REV3
Issued 02/27/09; Revised 7/17/09; 12/4/09

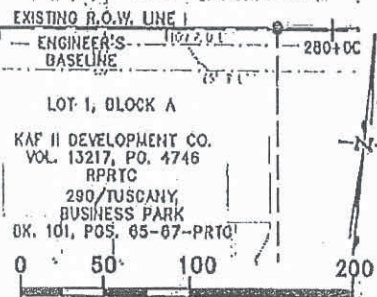


LINE	BEARING	LENGTH
L1	N05°57'20"W	47.86
L2	N51°01'01"W	30.01
L3	S25°28'14"W	77.09
(L3)	(N28°30'19"E)	(77.57)
L4	N04°02'10"E	91.97
(L4)	(S06°38'14"W)	(92.95)

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	26.43	45.00	33°39'01"	13.61	S12°38'11"W	28.05
(C1)	(32.52)	(45.00)	(41°24'35")	(17.01)	(S17°20'18"W)	(31.82)
C2	41.65	25.00	95°27'48"	27.51	S51°57'13"E	37.00
(C2)	(39.27)	(25.00)	(90°00'00")	(25.0)	(N48°22'14"W)	(35.36)



STATE OF TEXAS
VOL. 3138, PG. 2243-DRTC
"PART I" (4,228 AC.)



SCALE: 1" = 100'

DEED ACREAGE	1.162 AC.
ACQUISITION ACREAGE	0.717 AC.
ACQUISITION SQUARE FEET	31,254
REMAINDER ACREAGE	0.445 AC.
REMAINDER SQUARE FEET	19,383

- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊙ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- ⊙ 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D. NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ACCESS DENIAL LINE
- PRTO PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 8, AUSTIN, TX 78731 512/451-8591

Chris Conrad
12/04/09
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION.

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #8
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.717 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF LOT 6, BLOCK A, 290/TUSCANY BUSINESS PARK, A SUBDIVISION OF RECORD IN BOOK 101, PAGES 66-67; PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 6 BEING DESCRIBED IN A DEED TO 1825 FORTVIEW, INC., OF RECORD IN VOLUME 13109, PAGE 6; REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS;

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 4
PAGE 4 OF 4

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

January 24, 2011

Michael Joseph
Jimmy Joseph Realtors
108 East Bagdad, Suite 100
Round Rock, Texas 78664

Re: CTRMA—290E tollway project
Parcel 4 acquisition

Dear Mr. Joseph:

Please allow this letter to set out my understanding regarding our agreement for the purchase of your interest in the property located at 8607 US Hwy 290E in Austin for the Central Texas Regional Mobility Authority (CTRMA) and State of Texas to use in connection with their planned 290E widening and tollway project on the property.

In return for the assignment and/or conveyance of any and all legal interest that you own in the property referenced above, the CTRMA will pay you the sum of \$201,772.00. The form of the assignment and conveyance document will be as shown in Exhibit "A" attached hereto.

If this meets with your understanding please execute this letter where indicated and return it to me, and we will have this signed by the executive director and processed for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

AGREED:

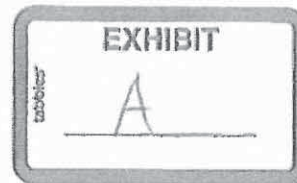
Michael Joseph

Date: _____

Central Texas Regional Mobility Authority

By: _____
Mike Heiligenstein
Executive Director

Date: _____



ASSIGNMENT OF LESSOR'S RIGHTS

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the Central Texas Regional Mobility Authority, Michael Joseph, Trustee ("Assignor") hereby assigns, grants and conveys to the State of Texas, acting by and through the Texas Transportation Commission ("Assignee") all of Assignor's interest as Lessor of, and any other legal interest held by Assignor in and to the property described in Exhibit "A" attached hereto, and as additionally described in the Assignment of Lessor's Rights recorded in Volume 12866, Page 2089, Real Property Records of Travis County, Texas.

Assignor further grants and assigns to Assignee any of the rights and compensation as set out in the Assignment of Lessor's Rights recorded in Volume 12866, Page 2089, Real Property Records of Travis County, Texas.

Assignor further grants and assigns to Assignee any and all interest and rights in any land lease agreement or sign location lease affecting the property described in Exhibit "A", including but not limited to any interest as evidenced by the Unilateral Memorandum of Lease Agreement dated August 15, 2005 recorded in Document No. 2006041171 of the Official Public Records of Travis County, Texas, executed by and between Michael Joseph as Lessor, and the Lamar Companies, as Lessee.

This Assignment is being delivered in lieu of condemnation.

Agreed and accepted this _____ day of January, 2011.

ASSIGNEE:

State of Texas, acting by and through the Central
Texas Regional Mobility Authority

By: _____
Mike Heiligenstein
Executive Director

ASSIGNOR:

Michael Joseph

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 2011 by Mike Heiligenstein, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 2011 by Michael Joseph, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Exhibit A to Assignment

Page 1 of 4
Parcel 4
December 04, 2009

EXHIBIT _____

County: Travis
Parcel No.: 4
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF 0.717 OF ONE ACRE (31,254 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30; ABSTRACT NO. 214; IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 6, BLOCK A, 290/TUSCANY BUSINESS PARK, A SUBDIVISION OF RECORD IN BOOK 101, PAGES 65-67, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 6 BEING DESCRIBED IN A DEED TO 1825 FORTVIEW, INC., OF RECORD IN VOLUME 13189, PAGE 6, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.717 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 290.05 feet right of Engineer's Baseline Station 276+68.54, at the south corner of this tract, being in the east line of said 1825 Fortview tract and said Lot 6, and the existing west ROW line of Tuscany Way, a public ROW as dedicated by plat of said 290/Tuscany Business Park subdivision;

THENCE, with the proposed south ROW line of U.S. Highway 290 and the south line of this tract, crossing said 1825 Fortview tract and said Lot 6, the following three (3) courses numbered 1 through 3;

- 1) N05°57'28"W 47.86 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition; 242.20 feet right of Engineer's Baseline Station 276+68.54;
- 2) N51°01'01"W 30.01 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition; 221.00 feet right of Engineer's Baseline Station 276+47.30; and

EXHIBIT _____

- 3) S84°02'32"W 128.10 feet to a 1/2" iron rod set with a TxDOT aluminum cap 221.00 feet right of Engineer's Baseline Station 275+19.20, at the southwest corner of this tract, being in the west line of said 1825 Fortview tract and said Lot 6, and the east line of that certain tract of land described as 2 acres in a deed to Kemco Properties, of record in Document 1999122667, Official Public Records, Travis County, Texas, from which point a 3/4" iron pipe found at the south corner of said Kemco Properties tract, and at an angle point in the west line of said 1825 Fortview tract and said Lot 6, same being the east corner of that certain tract of land described as 176.74 acres (save and except 16.326 acres), Tract Two, in a distribution conveyance deed to J.P. Morgan Chase Bank, as Trustee of Frederic Clarke Morse, Jr. Exempt Family Trust, of record in Document 2004113210, Official Public Records, Travis County, Texas, bears S03°57'13"W 54.52 feet; and from which point a 3/8" iron rod found at an angle point in the east line of said J.P. Morgan Chase Bank tract, and the southwest corner of said 1825 Fortview tract and said Lot 6, being the northwest corner of Lot 5, Block A in said 290/Tuscany Business Park subdivision, bears S03°57'13"W 54.52 feet and S25°28'14"W 77.09 feet;
- 4) THENCE, with the west line of this tract, said 1825 Fortview tract and said Lot 6, and the east line of said Kemco Properties tract, N03°57'13"E 225.41 feet to a 1/2" iron rod found at the northwest corner of this tract, said 1825 Fortview tract and said Lot 6, and the northeast corner of said Kemco Properties tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract described as 4.228 acres (Part 1) in a deed to the State of Texas, of record in Volume 3138, Page 2243, Deed Records, Travis County, Texas;
- 5) THENCE, with the north line of this tract, said 1825 Fortview tract and said Lot 6, the existing south ROW line of U.S. Highway 290 and the south line of said 4.228 acre State of Texas tract, N84°02'10"E 91.97 feet to a calculated point of curvature at the northeast corner of this tract, said 1825 Fortview tract and said Lot 6, being the northwest corner of the existing ROW line of said Tuscany Way, from which point a 1/2" iron rod found bears S05°57'50"E 0.47 feet;

THENCE, with the east line of this tract, said 1825 Fortview tract and said Lot 6, and the existing west ROW line of said Tuscany Way, the following three (3) courses numbered 6 through 8;

EXHIBIT _____

- 6) with said curve to the right whose intersection angle is $95^{\circ}27'46''$, the radius is 25.00 feet, an arc distance of 41.65 feet, the chord of which bears $S51^{\circ}57'13''E$ 37.00 feet to a 1/2" iron rod found;
- 7) $S06^{\circ}01'01''E$ 240.71 feet to a calculated point; and
- 8) with a curve to the right, whose intersection angle is $33^{\circ}39'01''$, radius is 45.00 feet, an arc distance of 26.43 feet, the chord of which bears $S12^{\circ}36'11''W$ 26.05 feet to the POINT OF BEGINNING and containing 0.717 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN; All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

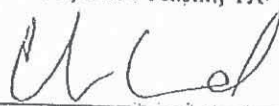
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 4th day of December, 2009 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



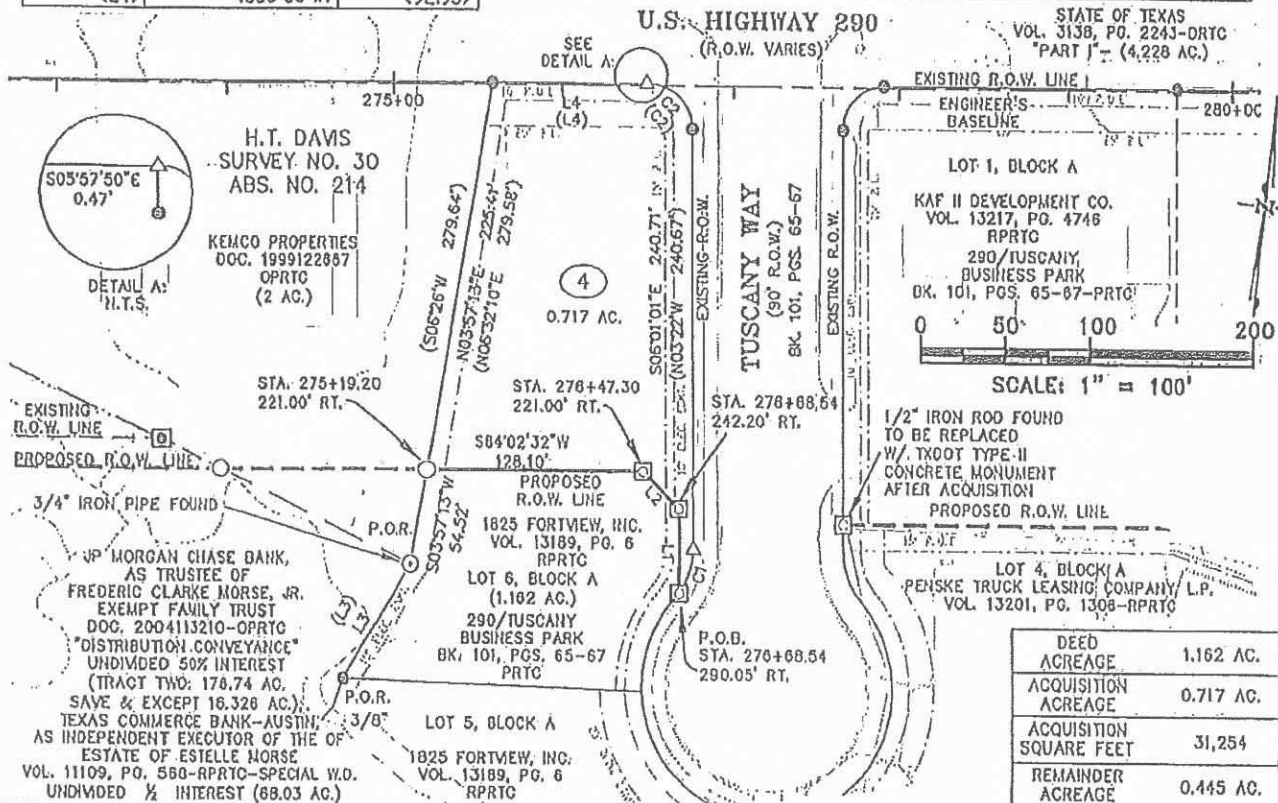
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P4 REV3
Issued 02/27/09; Revised 7/17/09; 12/4/09



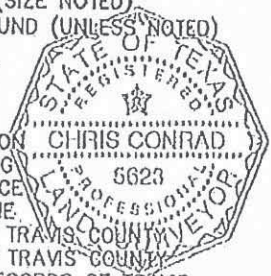
LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°57'20"W	47.86
L2	N51°01'01"W	30.01
L3	S25°28'14"W	77.09
(L3)	(N28°30'49"E)	(77.57)
L4	N84°02'10"E	91.97
(L4)	(S86°38'W)	(92.95)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	26.43	45.00	33°39'01"	13.61	S12°38'11"W	28.05
(C1)	(32.52)	(45.00)	(41°24'35")	(17.01)	(S17°20'18"W)	(31.82)
C2	41.85	25.00	95°27'48"	27.51	S51°57'13"E	37.00
(C2)	(39.27)	(25.00)	(90°00'00")	(25.0)	(N48°22'W)	(35.36)



- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

- LEGEND**
- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - TXDOT TYPE II CONCRETE MONUMENT FOUND
 - ⊗ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
 - 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
 - ⊙ IRON PIPE FOUND (SIZE NOTED)
 - ⊖ 1/2" IRON ROD FOUND (UNLESS NOTED)
 - △ 60D NAIL FOUND
 - ▲ CALCULATED POINT
 - FENCE POST
 - N.T.S. NOT TO SCALE
 - (XXX) RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - ACCESS DENIAL LINE
 - PRTC PLAT RECORDS OF TRAVIS COUNTY
 - DRTC DEED RECORDS OF TRAVIS COUNTY
 - RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
 - OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE. 8, AUSTIN, TX 78731 512/451-8591

Chris Conrad

12/04/09

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION.

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #0.
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.717 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF LOT 6, BLOCK A, 290/TUSCANY BUSINESS PARK, A SUBDIVISION OF RECORD IN BOOK 101, PAGES 65-67; PLAT RECORDS; TRAVIS COUNTY, TEXAS; SAID LOT 6 BEING DESCRIBED IN A DEED TO 1825 FORTVIEW, INC., OF RECORD IN VOLUME 13100; PAGE 6; REAL PROPERTY RECORDS; TRAVIS COUNTY, TEXAS;

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 4
PAGE 4 OF 4