

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

RESOLUTION NO. 11-099

**APPROVE SELECTION OF CROSSWIND COMMUNICATIONS TO PROVIDE
COMMUNICATIONS AND MARKETING CONSULTING SERVICES.**

WHEREAS, CTRMA issued a request for proposals for communications and marketing consulting services on May 6, 2011 (the "RFP"), and received four responsive proposals to the RFP by the May 27, 2011 submittal deadline; and

WHEREAS, those proposals were reviewed and evaluated in accordance with CTRMA's procurement policies; and

WHEREAS, after a review and analysis of the proposals by a review team and the Executive Director, the Executive Director recommends awarding the contract to Crosswinds Communications.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors awards the contract to Crosswind Communications and authorizes the Executive Director to finalize and execute a contract for communications and marketing consulting services on terms and conditions acceptable to the Executive Director and consistent with the RFP, CTRMA procurement policies, and the response of Crosswinds Communications to the RFP.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-099
Date Passed: 7/28/11

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

RESOLUTION NO. 11-100

**APPROVE AN AMENDED WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC., REALTING TO GENERAL SUPPORT AND ASSISTANCE FOR
CTRMA OPERATIONS.**

WHEREAS, by Resolution No. 11-077, dated June 29, 2011, the Board of Directors authorized a new Work Authorization No. 8 with Atkins North America, Inc. ("Atkins") to provide general support and assistance to CTRMA in its operations during Fiscal Year 2012; and

WHEREAS, the Executive Director recommends that Work Authorization No. 8 be amended to reduce from \$594,508.00 to \$100,000.00 the maximum authorized payment by CTRMA to Atkins; and

WHEREAS, a copy of the proposed amendment is attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the proposed amendment to Work Authorization No. 8 with Atkins is approved; and

BE IT FURTHER RESOLVED, that an amendment to Work Authorization No. 8 with Atkins in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-100
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-100

PROPOSED AMENDMENT TO WORK AUTHORIZATION NO. 8

[on the following page]

EXHIBIT D
WORK AUTHORIZATION

**Supplemental Work Authorization No. 1 to
Work Authorization No. 8**

This Supplement No. 1 to Work Authorization No. 8 dated June 29th, 2011, is made as of this 28th day of July, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the "Agreement"), between the **Central Texas Regional Mobility Authority** ("Authority") and **Atkins North America, Inc.** (formerly Post, Buckley, Schuh & Jernigan, Inc.) ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

General Engineering Consultant Operations [FY 2012]

The following terms and conditions of Work Authorization No. 8 are hereby amended, as follows:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes a reduction of the GEC fee by \$494,508.00. This will decrease the not to exceed amount for Work Authorization No. 8 from \$594,508.00 to \$100,000.00 based on a Cost Plus fee with a 10% Profit. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

GEC:

ATKINS NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

RESOLUTION NO. 11-101

**APPROVE AN AMENDED WORK AUTHORIZATION WITH HNTB CORPORATION
RELATING TO GENERAL SUPPORT AND ASSISTANCE FOR CTRMA
OPERATIONS.**

WHEREAS, by Resolution No. 11-078, dated June 29, 2011, the Board of Directors authorized a new Work Authorization No. 9 with HNTB Corporation ("HNTB") to provide general support and assistance to CTRMA in its operations during Fiscal Year 2012; and

WHEREAS, the Executive Director recommends that Work Authorization No. 9 be amended to reduce from \$1,302,500.00 to \$576,500.00 the maximum authorized payment by CTRMA to HNTB; and

WHEREAS, a copy of the proposed amendment is attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the proposed amendment to Work Authorization No. 9 with HNTB is approved; and

BE IT FURTHER RESOLVED, that an amendment to Work Authorization No. 9 with HNTB in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-101
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-101

PROPOSED AMENDMENT TO WORK AUTHORIZATION NO. 9

[on the following page]

APPENDIX D

WORK AUTHORIZATION AMENDMENT

WORK AUTHORIZATION NO. 9.0

AMENDMENT NO. 1

This Amendment No. 1 to Work Authorization No. 9.0 dated June 29, 2011, is made as of this 1st day of August, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Amendment is made for the following purpose, consistent with the services defined in the Agreement:

FY2012 Operations and Trust Indenture Obligations

The following terms and conditions of Work Authorization No. 9.0 are hereby amended, as follows:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes a reduction of the GEC fee by \$726,000. This will decrease the not to exceed amount for Work Authorization No. 9.0 from \$1,302,500 to \$576,500 based on a Cost Plus fee with a 10% Profit. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

GEC:

HNTB Corporation

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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

RESOLUTION NO. 11-102

**APPROVE AN AMENDED WORK AUTHORIZATION WITH HNTB CORPORATION
RELATING TO INITIAL DEVELOPMENT OF FUTURE PROJECTS, PROJECT
FEASIBILITY STUDIES, AND SUPPORT FOR CERTAIN OTHER PROJECT
SPECIFIC ACTIVITIES.**

WHEREAS, HNTB Corporation ("HNTB") serves as a general engineering consultant to the Central Texas Regional Mobility Authority ("CTRMA") under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "Agreement"); and

WHEREAS, by Resolution No. 09-87, dated December 17, 2009, the Board of Directors approved Work Authorization No. 4 under the Agreement for general project activities related to the development of future CTRMA projects through June 30, 2011; and

WHEREAS, HNTB and the Executive Director have discussed and agreed to a proposed amendment to Work Authorization No. 4, a copy of which is attached and incorporated into this resolution as Attachment A, to continue certain support activities provided by HNTB as a general engineering consultant; and


WHEREAS, the Executive Director recommends approval of the proposed amendment to Work Authorization No. 4.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to Work Authorization No. 4 is approved; and

BE IT FURTHER RESOLVED that the proposed amendment to Work Authorization No. 4 in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-102
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-102

PROPOSED AMENDMENT TO WORK AUTHORIZATION NO. 4

[on the following 2 pages]

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 4.0

SUPPLEMENT NO. 2

This Supplement No. 2 to Work Authorization No. 4.0 dated December 23, 2009, is made as of this 1st day of August, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

General Project Activities

The following terms and conditions of Work Authorization No. 4.0 are hereby amended, as follows:

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of June 30, 2012.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$350,000 based on a Cost Plus fee. This will increase the not to exceed amount for Work Authorization No. 4.0 from \$688,205 to \$1,038,205. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

The parties agree that GEC shall discontinue Services upon June 30, 2012 or upon reaching the new not to exceed amount (\$1,038,205) specified herein, whichever occurs first. If the new not to exceed amount is reached before June 30, 2012, a third supplement to Work Authorization No. 4.0 will be required in order for services to continue.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

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

RESOLUTION NO. 11-103

**APPROVE AN AMENDED WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC., RELATING TO INITIAL DEVELOPMENT OF FUTURE
PROJECTS, PROJECT FEASIBILITY STUDIES, AND SUPPORT FOR CERTAIN
OTHER PROJECT SPECIFIC ACTIVITIES.**

WHEREAS, Atkins North America, Inc. ("Atkins"), as successor entity to Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), serves as a general engineering consultant to the Central Texas Regional Mobility Authority ("CTRMA") under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "Agreement"); and

WHEREAS, by Resolution No. 10-60, dated June 30, 2010, the Board of Directors approved Work Authorization No. 6 under the Agreement for general project activities related to the development of future CTRMA projects through June 30, 2011; and

WHEREAS, Atkins and the Executive Director have discussed and agreed to a proposed amendment to Work Authorization No. 6, a copy of which is attached and incorporated into this resolution as Attachment A, to continue certain support activities provided by Atkins as a general engineering consultant; and


WHEREAS, the Executive Director recommends approval of the proposed amendment.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to Work Authorization No. 6 is approved; and

BE IT FURTHER RESOLVED that the proposed amendment to Work Authorization No. 6 in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 11-103
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-103

PROPOSED AMENDMENT TO WORK AUTHORIZATION NO. 6

[on the following 2 pages]

EXHIBIT D
WORK AUTHORIZATION

**Supplemental Work Authorization No. 1 to
Work Authorization No. 6**

This Supplement No. 1 to Work Authorization No. 6 dated June 30th, 2010, is made as of this 28th day of July, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the "Agreement"), between the **Central Texas Regional Mobility Authority** ("Authority") and **Atkins North America, Inc.** (formerly Post, Buckley, Schuh & Jernigan, Inc.) ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

Activities associated with the Development of Future Projects

The following terms and conditions of Work Authorization No. 6 are hereby amended, as follows:

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of June 30, 2012.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$250,000.00, based on a Cost Plus fee. This will increase the not to exceed amount for Work Authorization No. 6 from \$199,427.00 to \$449,427.00. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

The parties agree that GEC shall discontinue Services upon June 30, 2012 or upon reaching the new not to exceed amount (\$449,427.00) specified herein, whichever occurs first. If the new not to exceed amount is reached before June 30, 2012, a second supplement to Work Authorization No. 6 will be required in order for services to continue.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

GEC:

ATKINS NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

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

RESOLUTION NO. 11-104

**APPROVE A NEW WORK AUTHORIZATION WITH HNTB CORPORATION
RELATING TO GENERAL ADMINISTRATIVE SUPPORT ASSISTANT FOR CTRMA
OPERATIONS.**

WHEREAS, HNTB Corporation ("HNTB") serves as a general engineering consultant to the Central Texas Regional Mobility Authority ("CTRMA") under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "Agreement"); and

WHEREAS, by Resolution No. 11-075, dated June 29, 2011, the Board of Directors approved the First Amendment to the Agreement to provide for a variable profit margin to be negotiated and established for each future work authorization based on the complexity and risk of the services to be provided by HNTB under that work authorization; and

WHEREAS, HNTB and the Executive Director have discussed and agreed to a proposed new Work Authorization No. 11 that sets forth a scope of services for administrative support and assistance for CTRMA operations through June 30, 2012, a copy of which is attached and incorporated into this resolution as Attachment A.; and

WHEREAS, the Executive Director recommends approval of the proposed Work Authorization No. 11.

NOW THEREFORE, BE IT RESOLVED that the proposed Work Authorization No. 11 is approved; and

BE IT FURTHER RESOLVED that the proposed Work Authorization No. 11 in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-104
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-104

PROPOSED WORK AUTHORIZATION NO. 11

[on the following 2 pages]

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 11.0

This Work Authorization is made as of this 1st day of August, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23rd, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

FY 2012 General Support Activities

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

The services to be performed under this Work Authorization are those activities that are less technical, administrative, and less complex in nature such as: administrative support, record keeping, note taking, report writing, meeting attendance, progress reporting, and document control associated with Work Authorization No. 4 (General Project Activities) and Work Authorization No. 9 (Operations and Trust Indenture Obligations).

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Technical and Complex tasks such as engineering or other tasks that require specialized training or skills.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

WA No. 11 Services defined herein shall expire June 30, 2012.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$454,000 based on a Cost Plus fee with an 8% Profit. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amount for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered

within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

N/A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

N/A

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

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

RESOLUTION NO. 11-105

**APPROVE A NEW WORK AUTHORIZATION WITH ATKINS NORTH AMERICA,
INC., RELATING TO GENERAL ADMINISTRATIVE SUPPORT
AND ASSISTANCE FOR CTRMA OPERATIONS.**

WHEREAS, Atkins North America, Inc., ("Atkins") serves as a general engineering consultant to the Central Texas Regional Mobility Authority ("CTRMA") under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "Agreement"); and

WHEREAS, by Resolution No. 11-076, dated June 29, 2011, the Board of Directors approved the First Amendment to the Agreement to provide for a variable profit margin to be negotiated and established for each future work authorization based on the complexity and risk of the services to be provided by Atkins under that work authorization; and

WHEREAS, Atkins and the Executive Director have discussed and agreed to a proposed new Work Authorization No. 9 that sets forth a scope of services for administrative support and assistance for CTRMA operations through June 30, 2012, a copy of which is attached and incorporated into this resolution as Attachment A.; and


WHEREAS, the Executive Director recommends approval of the proposed Work Authorization No. 11.

NOW THEREFORE, BE IT RESOLVED that the proposed Work Authorization No. 9 is approved; and

BE IT FURTHER RESOLVED that the proposed Work Authorization No. 9 in the form or substantially the same form as Attachment A may be finalized and executed by the Executive Director on behalf of CTRMA.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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: 11-105
Date Passed: 7/28/11

ATTACHMENT "A" TO RESOLUTION 11-105

PROPOSED WORK AUTHORIZATION NO. 9

[on the following 2 pages]

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 9

This Work Authorization is made as of this 28th day of July, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Atkins North America, Inc.** (formerly Post, Buckley, Schuh & Jernigan, inc.) (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

General Support Activities [FY 2012]

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

The services to be performed under this Work Authorization are those activities that are less technical, administrative, and less complex in nature such as: administrative support, record keeping, note taking, report writing, meeting attendance, progress reporting, and document control associated with Work Authorization No. 6 (Activities associated with the Development of Future Projects) and Work Authorization No. 8 (General Engineering Consultant Operations).

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Technical and Complex tasks such as engineering or other tasks that require specialized training or skills.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete by June 30, 2012. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$525,000.00 based on a Cost Plus fee with an 8% Profit. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amount for requested services are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Not applicable.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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

RESOLUTION NO. 11-106

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ADMINISTRATIVELY
APPROVE CERTAIN CONSTRUCTION CHANGE ORDERS.**

WHEREAS, under Subsection 6, Section 28 of the CTRMA Bylaws adopted by the Board of Directors, the Executive Director "may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board"; and

WHEREAS, at its meeting on August 29, 2007, the Board approved a resolution that authorized the Executive Director to approve a change order to a construction contract in an amount not to exceed \$150,000.00; and

WHEREAS, under policies adopted by the Texas Department of Transportation, a district engineer has authority to approve a change order to a construction contract in an amount less than \$300,000.00; and

WHEREAS, the Board of Directors believes that increasing the Executive Director's authority to approve a construction contract change order valued at \$300,000.00 or less will increase the efficiency and timeliness of CTRMA construction projects, without risking a loss of good and sound oversight by the Board of Directors.

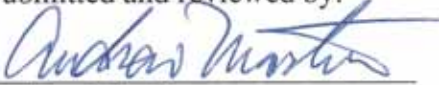
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to approve a construction contract change order if the value of that change order is \$300,000.00 or less, without review or approval by the Board of Directors; and

BE IT FURTHER RESOLVED that any construction contract change order in excess of \$300,000.00 shall require approval by the Board; and

BE IT FURTHER RESOLVED that the Executive Director may, in his discretion, present a construction change order of \$300,000.00 or less to the Board for its consideration and approval.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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 11-106
Date Passed 7/28/2011

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

RESOLUTION NO. 11-107

Accept Monthly 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 April 2011, and has caused Financial Reports to be prepared for each month which are attached to this resolution as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June 2011, attached respectively as Attachment "A" to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 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 11-107
Date Passed 7/28/2011

Exhibit A

Financial Report for June 2011

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	June 30, 2011	June 30, 2010
Assets		
Current Assets		
Cash in Regions Operating Account	261,630	48,908
Cash In TexSTAR	41,792	262,663
Regions Payroll Account	123,797	65,796
Restricted cash/cash equivalents		
Fidelity Government MMA	76,452,091	7,974,123
Restricted Cash-TexStar	31,064,495	40,102,816
Regions SIB account	888	29,021,236
Overpayment accounts	19,525	9,814
Total Cash and Cash Equivalents	107,702,589	77,485,355
Accounts Receivable	157,064	141,671
Due From Other Funds	0	108,340
Due From TTA	355,993	307,419
Due From NTTA	36,761	34,271
Due From HCTRA	70,647	54,751
Due From TxDOT	4,802,137	5,566,848
Due From Federal Government	458,134	110,404
Interest Receivable	98,481	99,905
Total Receivables	5,979,217	6,423,611
Short Term Investments		
Treasuries	4,549,017	
Certificates of Deposit	3,100,000	3,100,000
Investment in Government Agencies	15,060,107.9	8,060,036
Other Current Assets		
Prepaid Insurance	23,765	30,476
Total Current Assets	136,676,326	95,099,477
Construction Work In Process	214,092,622	68,970,440
Fixed Assets		
Computers(net)	32,092	39,284
Computer Software(net)	1,280,961	2,476,374
Furniture and Fixtures(net)	19,845	31,853
Equipment(net)	45,586	43,313
Autos and Trucks(net)	27,593	3,933
Buildings and Toll Facilities(net)	6,344,131	6,520,689
Highways and Bridges(net)	177,719,522	182,686,729
Communication Equipment(net)	1,142,276	1,323,914
Toll Equipment(net)	2,631,139	3,168,947
Signs(net)	5,089,093	5,222,361
Land Improvements(net)	1,178,354	946,721
Right of Way	24,683,553	23,683,553
Leasehold Improvements	59,556	65,408
Total Fixed Assets	220,253,701	226,213,078
Long Term Investments		
GIC (Restricted)	266,522,987	100,209,006
Agencies-LT	44,308,040	0
Other Assets		
Security Deposits	9,483	9,483
Intangible Assets	650	650
Total Bond Issuance Costs	15,413,802	10,825,177
Total Assets	897,277,611	501,327,312

Liabilities

Current Liabilities

Accounts Payable	39,352,202	13,617,605
Overpayments	20,132	10,125
Salaries Payable	0	50,740
Interest Payable	8,084,628	6,775,250
Due to other Funds	0	184,367
Deferred Compensation Payable	3,290	4,475
TCDRS Payable	29,307	42,897
Medical Reimbursement Payable	0	409
Due to other Entities	3,617	0
FICA Payable	0	8,627
FICA MED Payable	0	2,156
Federal Withholding Payable	0	10,277
Due to State of Texas	2,202	605
Total Current Liabilities	47,495,377	20,707,534

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137	205,137
Retainage Payable	(1,656)	134,317
Senior Lien Revenue Bonds 2005	173,163,400	171,799,426
Senior Lien Revenue Bonds 2010	98,456,963	95,686,042
Senior Lien Revenue Bonds 2011	305,929,944	0
Sn Lien Rev Bnd Prem/Disc 2005	4,760,287	4,926,098
Sn Lien Rev Bnd Prem/Disc 2010	203,591	236,494
Tot Sr Lien Rev Bond Pay Pre/D	1,238,505	5,162,592
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	0
Sub Lien Bond 2011 Prem/Disc	(2,172,800)	
TIFIA note 2008	77,626,562	74,110,047
2010 Regions BAB's Payable	0	0
2009 State Infrastructure loan	0	32,153,244
Total Long Term Liabilities	769,446,056	424,250,805
Total Liabilities	816,941,433	444,958,339

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	37,458,979	41,478,327
Current Year Operations	24,542,354	(3,444,200)
Total Net Assets	62,001,333	38,034,127

Total Liabilities and Net Assets

897,277,611

501,327,312

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 6/30/2011	Of Budget	To Date 6/30/2010
Toll Revenue-TxTag-183A	17,000,000	15,740,530	92.59%	15,117,639
Toll Revenue-HCTRA-183A	540,000	649,905	120.35%	556,026
Toll Revenue-NTTA-183A	340,000	408,355	120.10%	356,507
Video Tolls	2,800,000	3,310,717	118.24%	2,869,362
Fee Revenue	1,350,000	1,348,493	99.89%	1,316,840
Total Operating Revenue	22,030,000	21,458,000	97.40%	20,216,374
Interest Income	60,000	239,771	399.62%	400,340
Grant Revenue	0	31,989,492		5,675,189
Misc Revenue	6,600	2,383	36.11%	917
Gain/Loss on Disposal of Asset	0	1,000		0.00
Total Revenue	22,096,600	53,690,646	242.98%	26,292,820

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 6/30/2011	Of Budget	To Date 6/30/2010
Salary & Wage Expense				
Regular salaries	1,898,467	1,611,272	84.87%	1,606,968
Part Time salaries	14,000	9,591	68.51%	8,612
Overtime	4,000	0		0
Contractual Employees	105,000	36,525	34.79%	6,825
TCDRS	286,111	231,020	80.74%	224,930
FICA	97,483	74,991	76.93%	71,751
Medicare	28,901	22,846	79.05%	22,635
Health Insurance	213,300	162,338	76.11%	148,231
Life Insurance	6,618	5,211	78.74%	5,530
Auto Allowance	9,000	9,648	107.19%	9,615
Other Benefits	167,144	56,271	33.67%	49,145
Unemployment Taxes	4,959	2,978	60.05%	927
Salary Reserve	78,719	0		0
Total Salaries & Wages	2,913,702	2,222,691	76.28%	2,155,168

Contractual Services

Professional Services

Accounting	9,800	5,846	59.66%	10,909
Auditing	54,000	43,751	81.02%	44,557
General Engineering Consultant	1,600,000	1,275,352	79.71%	1,179,286
General System Consultant	175,000	9,616	5.50%	47,008
Image Processing	610,000	724,674	118.80%	668,365
Facility maintenance	90,000	105,677	117.42%	114,052
HERO	0	927,614		0
Human Resources	12,000	28,638	238.65%	4,694
Legal	400,000	174,992	43.75%	156,399
Photography	15,000	13,795	91.97%	8,290
Total Professional Services	2,965,800	3,309,955	111.60%	2,240,846

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 6/30/2011	Of Budget	To Date 6/30/2010
Other Contractual Services				
IT Services	65,000	36,504	56.16%	60,108
Graphic Design Services	13,500	3,509	25.99%	9,995
Website Maintenance	45,000	48,194	107.10%	23,113
Research Services	20,000	26,089	130.45%	5,000
Copy Machine	13,500	7,033	52.10%	10,610
Software licenses	23,000	8,719	37.91%	22,664
ETC system Maintenance	1,288,000	876,941	68.09%	1,211,210
ETC Development	125,000	19,903	15.92%	61,135
ETC Testing	30,000	4,368	14.56%	28,718
Communications and Marketing	170,000	141,556	83.27%	152,865
Advertising	25,000	41,052	164.21%	14,325
Direct Mail	5,000	0		0
Video Production	5,000	0		1,884
Television	5,000	0		0
Radio	20,000	0		-30
Other Public Relations	2,500	0		78
Law Enforcement	245,000	214,576	87.58%	222,490
Special Assignments	5,000	0		0
Traffic Management	72,000	66,415	92.24%	76,743
Emergency Maintenance	10,000	0		0
Roadway Maintenance Contract	300,000	68,559	22.85%	224,187
Landscape Maintenance	200,000	139,276	69.64%	229,675
Signal & Illumination Maintenance	250,000	138,920	55.57%	267,279
Mowing and Litter Control	300,000	54,067	18.02%	173,652
Hazardous Material Cleanup	10,000	0		0
Striping	50,000	0		22,367
Graffiti Removal	10,000	2,125	21.25%	800
Cell Phones	7,500	9,730	129.74%	6,777
Local	16,500	11,209	67.93%	12,767
Long Distance	750	333	44.38%	322
Internet	6,600	3,396	51.45%	4,938
Fiber Optic System	63,000	50,032	79.42%	46,078
Other Communication Expense	1,500	1,778	118.57%	1,074
Subscriptions	1,600	1,464	91.51%	1,129
Memberships	22,500	26,387	117.28%	21,173
Continuing Education	3,000	3,100	103.33%	1,350
Professional Development	5,000	25	0.50%	305
Seminars and Conferences	32,500	16,880	51.94%	21,985
Staff-Travel	81,500	40,152	49.27%	60,604
Other Contractual Svcs	0	380		0
Roadway maintenance contract	0	13,875		0
TxTag Collection Fees	1,767,200	1,526,125	86.36%	1,293,652
Contractual Contingencies	160,500	27,382	17.06%	496
Total Other Contractual Services	5,477,150	3,630,056	66.28%	4,291,518
Total Contractual Expenses	8,442,950	6,940,011	82.20%	6,532,364

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 6/30/2011	Of Budget	To Date 6/30/2010
Materials and Supplies				
Books & Publications	12,800	13,535	105.74%	11,602
Office Supplies Expense	12,000	9,719	81.00%	5,859
Computer Supplies Expense	7,500	15,073	200.97%	9,217
Copy Supplies Expense	2,000	1,245	62.26%	497
Annual Report Printing	10,000	5,354	53.54%	8,734
Other Printed Reports	20,000	2,451	12.25%	11,920
Direct Mail-printing Expense	5,000	0		0
Office Supplies-printed	1,000	2,099	209.91%	840
Maintenance Supplies Expense	0	210		0
Promotional Items expense	10,000	3,235	32.35%	208
Displays	5,000	0		0
Tools & Equipment Expense	1,500	14	0.93%	374
Misc Materials & Supplies	3,700	413	11.16%	2,726
Total Materials & Supplies Exp	120,500	53,348	44.27%	53,995

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 6/30/2011	Of Budget	To Date 6/30/2010
Operating Expenses				
Gasoline Expense	3,500	4,592	131.21%	4,136
Mileage Reimbursement	8,250	3,669	44.47%	4,780
Toll Tag Expense	4,375	3,280	74.98%	3,486
Parking	39,270	34,997	89.12%	33,388
Meeting Facilities	1,200	100	8.33%	0
Community Events	5,000	500	10.00%	500
Meeting Expense	5,400	6,293	116.53%	3,824
Public Notices	2,400	0		268
Postage	6,000	1,023	17.05%	1,069
Overnight Delivery Services	3,750	170	4.54%	2,673
Local Delivery Services	3,650	1,558	42.69%	2,048
Insurance	125,000	57,827	46.26%	83,946
Repair and Maintenance	700	158	22.57%	333
Repair & Maintenance-Vehicles	2,900	3,296	113.65%	3,044
Repair and Maintenance Toll Equip	15,000	0		7,545
Rent	212,000	185,771	87.63%	185,354
Water	7,500	5,144	68.58%	5,701
Electricity	121,100	73,515	60.71%	91,939
Community Initiative Grants	65,000	60,250	92.69%	35,000
Other Licenses	250	235	94.00%	244
Non Cash Operating Expenses				
Amortization Expense	1,225,000	1,229,616	100.38%	1,222,663
Dep Exp- Furniture & Fixtures	19,000	14,588	76.78%	18,727
Dep Expense - Equipment	15,000	14,378	95.85%	14,378
Dep Expense - Autos & Trucks	4,000	3,933	98.33%	3,933
Dep Expense-Buildng & Toll Fac	177,000	176,558	99.75%	176,558
Dep Expense-Highways & Bridges	5,000,000	4,967,207	99.34%	4,966,799
Dep Expense-Communic Equip	197,000	193,705	98.33%	196,783
Dep Expense-Toll Equipment	465,000	461,781	99.31%	461,781
Dep Expense - Signs	135,000	133,268	98.72%	133,268
Dep Expense-Land Improvemts	52,000	52,769	101.48%	51,584
Depreciation Expense-Computers	410,000	11,382	2.78%	340,015
Total Operating Expense	8,331,245	7,701,562	92.44%	8,055,767
Financing Expenses				
Arbitrage Rebate Expense	6,000	5,750	95.83%	6,000
Loan Fees	12,500	11,500	92.00%	11,500
Bond Issuance Cost	30,000	31,300	104.33%	30,000
Trustee Fees	2,000	2,000	100.00%	0
Bank Fees	7,500	6,606	88.08%	6,457
Interest Expense	11,750,000	11,875,217	101.07%	11,934,768
Contingency	15,000	0		0
Non Cash Financing Expenses				
Bond Issuance Expense	620,280	298,307	48.09%	582,643
Total Financing Expense	12,443,280	12,230,680	98.29%	12,571,368
Other Gains or Loss				
Total Expenses	32,251,677	29,148,292	90.38%	29,737,020
Net Income	-10,155,077	24,542,354		-3,444,200

CTRMA INVESTMENT REPORT

	Month Ending 6/30/11					Rate June 11
	Balance 5/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
183A/290E Project Acct	13,286.79			0.40	13,196.72	90.47
2010 Senior Lien Construction Fund	1.19			0.30		1.19
2010-1 Sub Lien Projects	4,166.77	17,757.72		3,428.13	52,704,174.03	4,167.07
2010 Regions Project Acct	52,682,988.18	860,365.40		366.28	2,983,876.56	0.00
General Fund	6,884,345.04			92.31	1,610,495.64	4,761,200.16
Trustee Operating Fund	1,904,768.94			55.50		294,365.61
Renewal & Replacement Fund	759,618.26			312.27		759,673.76
TxDOT Grant Fund	4,274,249.19			0.00		4,274,561.46
Revenue Fund	1.03			803.46		1.03
2005 Debt Service Reserve Fund	10,997,422.44	281.85		0.15		10,998,507.75
2010 Senior Lien DSF	2,069.28			493.42		2,069.43
2010 Senior Lien Debt Service Reserve Fund	6,753,766.55			51.92		6,754,259.97
2010-2Sub Lien Debt Service Reserve Fund	710,659.95			182.89		710,711.87
2010-1Sub Lien Debt Service Reserve Fund	2,503,313.76			0.06		2,503,496.65
2010 Senior Lien Capitalized Interest	842.00			0.03		842.06
2010-1 Sub Lien Capitalized Interest	419.88			0.01		419.91
2010-2 Sub Lien Capitalized Interest	126.72					126.73
	87,492,045.97	878,404.97	0.00	5,787.13	57,311,742.95	31,064,495.12
Amount in TexStar Operating Fund	241,787.96	650,000.00		3.92	850,000.00	41,791.88

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
 2005 Debt Service Reserve Fund
 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 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 6/30/11					Rate June 11
	Balance 5/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Fidelity Money Market Fund						
Operating Fund	0.00	999,997.12		2.88	1,000,000.00	0.00
2010-2 183A/290E Project Acct	0.53	13,196.72		8.89	13,196.72	0.53
2010-1 Sub Lien Project Acct	1,047,166.36			0.02	4,543,008.72	1,047,175.25
2010 Senior Lien Project Acct	3,687,273.18	855,735.54			161,054,187.53	0.02
2011 Senior Lien Project Acct	0.00	188,465,742.83			47,935,452.54	27,411,555.30
2011 Sub Debt Project fund	0.00	47,935,452.54		0.11		0.00
Other Obligations Fund	12,496.03			25.08		12,496.14
Debt Service Fund 2005	3,252,489.88	619,958.33				3,872,473.29
2010 Senior DSF	12.40					12.40
2011 Senior Lien Debt Service Acct	0.00	2,630.88		0.07		2,630.88
Subordinate Lien TIFIA DS Fund	7,881.04	50,000.00		2.23		57,881.11
2010-2 BABs Supplemental Security	262,856.81			0.02		262,859.04
2010-2 Cap I Fund	2,817.10			220.65		2,817.12
2011 Sr Cap I Fund	0.00	44,564,093.65		104,365.63	44,308,039.91	256,274.39
2011 Sub Debt CAP I	0.00	11,774,427.71		12.10	11,773,418.99	105,374.35
2010-1 Sub lien supplemental Security	712,098.20	712,031.25		0.02	52,705,306.95	1,424,141.55
2010 Regions BABs Project Account	0.03	52,708,735.03		0.39	605,806.40	3,428.13
2010 Regions BABs Debt Service Account	77,587.06	528,218.95		13.02	1,526,649.72	0.00
2011 Senior Lien Cost of Issuance	0.00	1,529,649.72		2.66		3,000.00
TxDOT Grant Fund	12.32			5.96		25.34
Renewal and Replacement	0.00			2.83		2.66
Revenue Fund	913,332.88	1,935,164.20		10.62	1,896,649.79	951,853.25
General Fund	0.00	7,388,714.51		2.19	3,919,648.98	3,469,068.36
2010 Senior Debt Service Reserve Fund	1,250,241.52	19,136.73		0.18		1,250,252.14
2010-1 Debt Service Reserve Fund	267,381.43	4,650.88		281.85		286,520.35
2010-2 Debt Service Reserve Fund	0.00	7,000,000.00			281.85	4,651.06
2011 Sub Debt Debt Service Reserve Fund	0.00	29,027,598.78				7,000,000.00
Senior Lien Debt Service Reserve Fund	0.00	396,135,135.37	0.00	104,957.40	331,281,648.10	29,027,598.78
	11,493,646.77			887.94	7,492,532.86	887.94
Amount in Region's MMA SIB Loan	7,492,532.86			887.94	7,492,532.86	887.94

0.003%

CTRMA INVESTMENT REPORT

	Month Ending 6/30/11					Rate June 11
	Balance 5/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Bayerische Landesbank GIC						
Subordinate Lien Cap-I 2010-1	1,924,698.13			802.29		0.500%
Subordinate Lien Cap-I 2010-2	685,017.19			285.42		0.500%
Senior Lien Cap-I 2010	6,826,362.38			5,006.00		0.880%
Senior Lien Project Fund 2010	48,908,939.93			37,815.19	855,732.54	0.850%
Senior Lien Project Fund 2011	0.00	161,054,187.53		2,639.49		0.295%
Subordinate Lien Project Fund 2012	0.00	47,935,452.54		785.61		0.295%
	58,345,017.63	208,989,640.07	0.00	47,334.00	855,732.54	266,526,259.16
Amount in Fed Agencies						
Amortized Principal	7,945,544.66	55,977,404.01	(4,535.01)			63,918,413.66
Accrued Interest	7,945,544.66	55,977,404.01	(4,535.01)	10,233.07	0.00	63,918,413.66
Certificates of Deposit						
Total in Pools	3,100,000.00	3,000,000.00			3,000,000.00	3,100,000.00
Total in Money Market	87,733,833.93	1,528,404.97		5,791.05	58,161,742.95	31,106,287.00
Total in Fed Agencies	18,986,179.63	396,135,135.37		105,845.34	338,774,180.96	76,452,979.38
Bayerische Landesbank GIC	7,945,544.66	55,977,404.01	(4,535.01)		0.00	63,918,413.66
	58,345,017.63	208,989,640.07		47,334.00	855,732.54	266,526,259.16
Total Invested	176,110,575.85	665,630,584.42	(4,535.01)	158,970.39	400,791,656.45	441,103,939.20

William Chapman, CFO

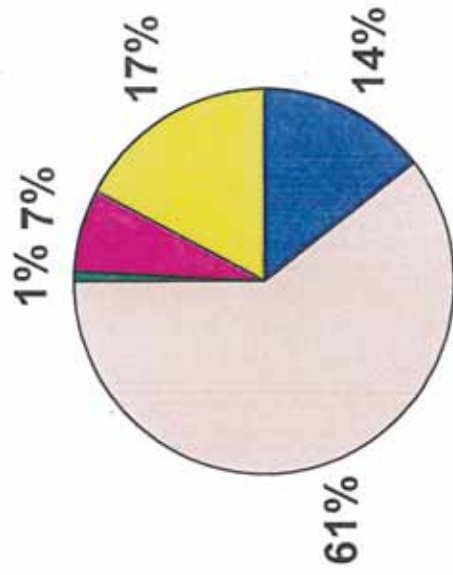
All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

Amount of investments As of June 30, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	31331J2B8	1,997,836.00	1,998,557.33	2,000,100.00	1.000280%	11/22/2010	2/15/2013	TxDOT Grant Fund
Fannie Mae	31398AW32	1,002,500.00	1,001,736.11	1,000,500.00	1.3750%	7/19/2010	7/19/2010	2010-1 Subordinate DSRF
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	199,946.00	1.1090%	11/23/2010	5/15/2013	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	190,058.90	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Fannie Mae	3136FPAD9	1,514,454.00	1,512,045.00	1,504,395.00	2.0000%	11/15/2010	8/24/2015	2010 Sn Lien DSRF
Federal Home loan Bank	3137EABY4	3,064,452.00	3,038,671.20	3,039,390.00	0.4005%	12/23/2010	3/23/2012	TxDOT Grant Fund
Fannie Mae	31398A6F4	2,319,702.34	2,319,702.34	2,315,532.45	0.2391%	6/29/2011	12/28/2012	2011 Sub Debt CAP I
Federal Home loan Bank	3137EABM0	2,473,720.78	2,473,720.78	2,471,567.01	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,326,924.30	2,297,470.16	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Treasury	912828GC8	2,181,302.50	2,181,302.50	2,179,628.88	0.0240%	6/29/1930	12/31/2011	2011 Sub Debt CAP I
Treasury	912828GW4	2,367,714.38	2,367,714.38	2,363,207.67	0.0730%	6/29/2011	6/30/2012	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,794,454.76	8,701,595.28	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	9,351,457.81	9,359,767.78	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Treasury	912828NS5	8,776,228.75	8,776,228.75	8,772,165.58	0.1880%	6/29/2011	6/30/2012	2011 Sr Debt CAP I
Treasury	912828GC8	8,614,419.64	8,614,419.64	8,609,125.14	0.0550%	6/29/2011	12/31/2011	2011 Sr Debt CAP I
Fannie Mae	31398A6F4	8,771,478.75	8,771,478.75	8,768,016.18	0.3331%	6/29/2011	12/28/2012	2011 Sr Debt CAP I
		63,946,646.01	63,918,413.65	63,772,466.03				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income June 2011	
						Accrued Interest	Amortization Interest Earned
Federal Farm Credit	31331J2B8	1,997,836.00	721.33	1,998,557.33	2,000,000.00	883.33	72.13
Fannie Mae	31398AW32	1,002,500.00	763.89	1,001,736.11	1,000,000.00	1,145.83	(69.44)
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	184.83	184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69	230.69
Fannie Mae	3136FPAD9	1,514,454.00	2,409.00	1,512,045.00	1,500,000.00	2,500.00	(240.90)
Federal Home loan Bank	3137EABY4	3,064,452.00	25,780.80	3,038,671.20	3,000,000.00	5,312.50	(4,296.80)
Fannie Mae	31398A6F4	2,319,702.34	0.00	2,319,702.34	2,315,000.00	(24.11)	(24.11)
Federal Home loan Bank	3137EABM0	2,473,720.78	0.00	2,473,720.78	2,319,000.00	(241.56)	(241.56)
Federal Home loan Bank	3134A4UL6	2,326,924.30	0.00	2,326,924.30	2,362,000.00	272.39	272.39
Treasury	912828GC8	2,181,302.50	0.00	2,181,302.50	2,132,000.00	304.22	304.22
Treasury	912828GW4	2,367,714.38	0.00	2,367,714.38	2,259,000.00	(914.79)	(914.79)
Federal Home loan Bank	3134A4UL6	8,794,454.76	0.00	8,794,454.76	8,946,000.00	150.86	150.86
Federal Home loan Bank	3137EABM0	9,351,457.81	0.00	9,351,457.81	8,782,000.00	1,075.89	(91.31)
Treasury	912828NS5	8,776,228.75	0.00	8,776,228.75	8,738,000.00	1,075.89	(91.31)
Treasury	912828GC8	8,614,419.64	0.00	8,614,419.64	8,421,000.00	1,075.89	(91.31)
Fannie Mae	31398A6F4	8,771,478.75	0.00	8,771,478.75	8,766,000.00	1,075.89	(91.31)
		63,946,646.01	29,675.02	63,918,413.65	62,930,000.00	10,233.07	(4,535.01)
						5,722.17	

Allocation of Funds



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

June 2011 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Purchased	Matures	June 2011 Interest	FUND
			Maturity	Maturity				
Regions Bank	CDRB35523	100,000	0.15%	10/24/2009	8/7/2011	\$ 12.74	TxDOT Grant Fund	
Regions Bank	CDRB37495	3,000,000	0.10%	6/1/2011	10/2/2011	\$ 254.80	Debt Service Reserve Fund 05	
		<u>3,100,000</u>				<u>\$ 267.54</u>		

INVESTMENTS by FUND

		Balance			
		June 30, 2011			
Renewal & Replacement Fund				TexSTAR	31,106,287.00
	TexSTAR	759,673.78		CD's	3,100,000.00
	Fidelity	2.66		Fidelity	76,452,091.44
	Agencies		759,676.42	SIB	887.94
TxDOT Grant Fund				Agencies	63,918,413.65
	TexSTAR	4,274,561.46		Bayerische GIC	266,525,259.16
	Fidelity	25.34			
	CD's	100,000.00			
	Agencies	5,037,228.53	9,411,815.33		
Subordinate Lien DS Fund 05					
	Fidelity	57,881.11	57,881.11		
Debt Service Reserve Fund 05					
	TexSTAR	10,998,507.75			
	Fidelity	29,027,598.78			
	CD's	3,000,000.00			
	Agencies		43,026,106.53		
Debt Service Fund 05					
	Fidelity	3,872,473.29	3,872,473.29		
2011 Debt Service Acct					
	Fidelity	2,630.88	2,630.88		
2010 Senior Lien DSF					
	TexSTAR	2,069.43			
	Fidelity	12.40	2,081.83		
2011 Sub Debt DSRF					
	Fidelity	7,000,000.00	7,000,000.00		
Other Obligations Fund					
	Fidelity	12,496.14	12,496.14		
2011 Senior Lien Cost of Issuance					
	Fidelity	3,000.00	3,000.00		
Operating Fund					
	TexSTAR	41,791.88			
	TexSTAR-Trustee	294,365.61			
	Region's SIB Loan MMA	887.94	337,045.43		
Revenue Fund					
	TexSTAR	1.03			
	Fidelity	951,853.25	951,854.28		
General Fund					
	TexSTAR	4,761,200.16			
	Fidelity	3,469,068.36	8,230,268.52		
2010 Senior Lien Capitalized Interest					
	TexSTAR	842.06			
	Bayerische GIC	6,831,368.38	6,832,210.44		
2010-1 Sub Lien Capitalized Interest					
	TexSTAR	419.91			
	Bayerische GIC	1,925,500.42	1,925,920.33		
2010-2 Sub Lien Capitalized Interest					
	TexSTAR	126.73			
	Fidelity	2,817.12			
	Bayerische GIC	685,302.61	688,246.46		
2011 Sr Capitalized Interest Fund					
	Fidelity	256,274.39			
	Agencies	44,308,039.71	44,564,314.10		
2011 Sub Capitalized Interest Fund					
	Fidelity	105,374.35			
	Agencies	11,669,364.30	11,774,738.65		
2010-1 Sub BABs subsidy					
	Fidelity	1,424,141.55	1,424,141.55		
2010-2 Sub BABs subsidy					
	Fidelity	262,859.04	262,859.04		
2010 Senior Lien Debt Service Reserve Fund					
	TexSTAR	6,754,259.97			
	Fidelity	1,250,252.14			
	Agencies	1,512,045.00	9,516,557.11		
2010-2Sub Lien Debt Service Reserve Fund					
	TexSTAR	710,711.87			
	Fidelity	4,651.06			
	Agencies	390,000.00	1,105,362.93		
2010-1Sub Lien Debt Service Reserve Fund					
	TexSTAR	2,503,496.65			
	Fidelity	286,520.35			
	Agencies	1,001,736.11	3,791,753.11		
2010 Regions BABs Project Account					
	Fidelity	3,428.13	3,428.13		
2010-1 Sub Lien Projects Fund					
	TexSTAR	4,167.07			
	Fidelity	1,047,175.25	1,051,342.32		
183A/290E Project Acct					
	TexSTAR	90.47			
	Fidelity	0.53	91.00		
2010 Senior Lien Construction Fund					
	TexSTAR	1.19			
	Fidelity	0.02			
	Bayerische GIC	48,091,022.58	48,091,023.79		
2011 Sub Debt Project fund					
	Bayerische GIC	47,936,238.15	47,936,238.15		
2011 Senior Lien Project Fund					
	Fidelity	27,411,555.30			
	Bayerische GIC	161,056,827.02	188,468,382.32		
			<u>\$ 441,103,939.19</u>		



Monthly Newsletter - June 2011

Performance

As of June 30, 2011

Current Invested Balance	\$5,280,726,280.87
Weighted Average Maturity (1)	48 Days
Weighted Average Maturity (2)	66 Days
Net Asset Value	1.000146
Total Number of Participants	733
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$626,914.50
Management Fee Collected	\$225,618.11
% of Portfolio Invested Beyond 1 Year	2.59%
Standard & Poor's Current Rating	AAAm

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

June Averages

Average Invested Balance	\$5,490,293,623.28
Average Monthly Yield, on a simple basis	0.0889%
Average Weighted Average Maturity (1)*	50 Days
Average Weighted Average Maturity (2)*	69 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 June:

★ Hull-Daisetta ISD

Economic Commentary

Much of the quarter was characterized by a flight to quality as economic data reflected a soft patch in the global recovery and investor concerns heightened again around the finances of peripheral Europe. In particular, markets closely followed developments in Greece, as disagreements among European policy makers brought uncertainty regarding another bailout to the forefront in June. Treasuries were the big beneficiaries of the risk aversion during the quarter even as the debt ceiling debate continued to highlight the impasse between Republicans and Democrats. Economic data over the quarter largely disappointed, as employment data continued to drag and global manufacturing surveys pointed toward a slowdown in the recovery, which led economists to downgrade growth expectations for the second quarter. Retail sales were weak during the second quarter, but should improve due to the retrenchment of energy and food prices. Housing statistics are unlikely to improve materially without a decrease in the unemployment rate and additional wealth effects resulting from financial asset price increases. The June FOMC statement reiterated the committee's belief that the recent slowdown in economic data is temporary and inflation is expected to moderate, following a decrease in energy and food prices.

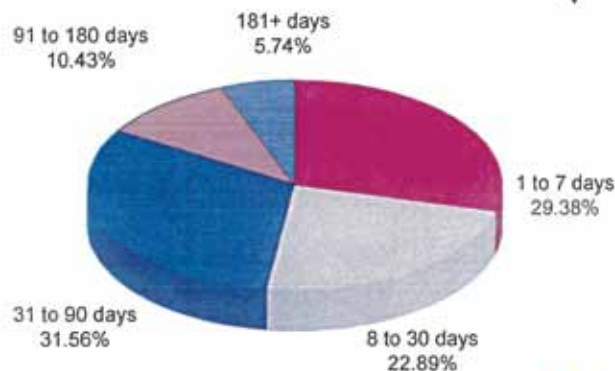
In the near term, attention in the U.S. should shift from monetary policy to fiscal matters. The U.S. debt ceiling debate will be even more closely watched as the Treasury's August 2nd borrowing deadline approaches. Nevertheless, in spite of the current focus on the impasse between Republicans and Democrats over whether it will be raised, the more relevant question is what the eventual deal that is struck will look like in terms of its size and the mix between spending cuts and revenue increases. Although the experience with the continuing budget resolution earlier this year suggests that a 'grand bargain' will not be reached immediately, a comprehensive deal may be in the interest of both parties as the 2012 election draws nearer. JP Morgan Asset Management continues to focus on the debt ceiling debate and its impact on financial markets. As such, we will continue to raise our liquidity profile accordingly or until we see a resolution. While it is our expectation that the debt ceiling issue will be resolved, we believe it is prudent to take a very defensive posture in our portfolios. As always, we continuously review our approved list and tenors in light of market conditions, making adjustments as evolving circumstances warrant.

This information is an excerpt from an economic report dated June 2011 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

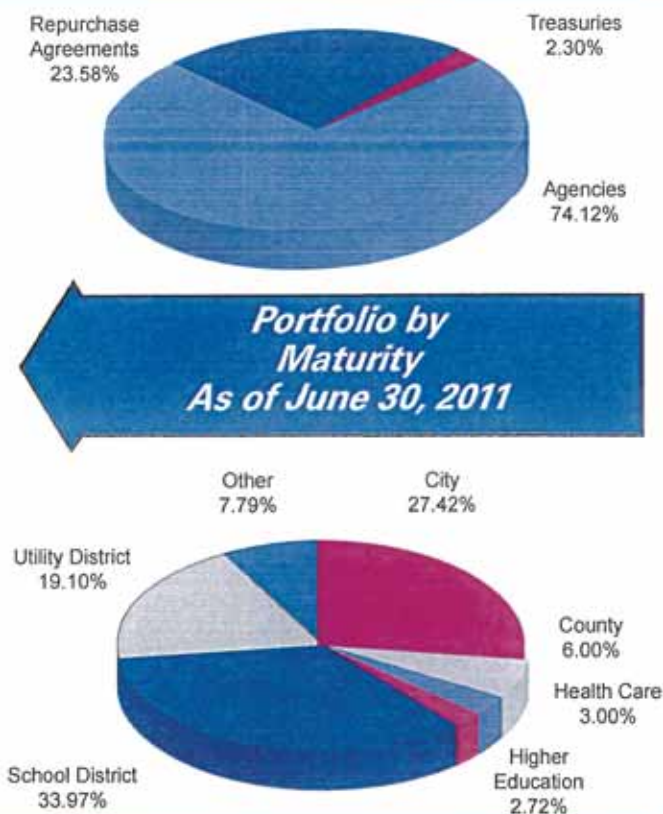
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

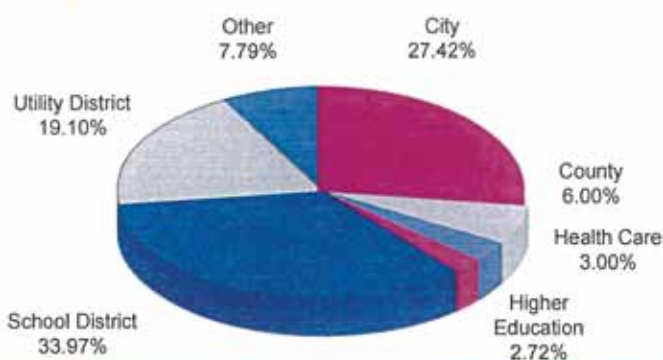
Portfolio by Type of Investment As of June 30, 2011



Distribution of Participants by Type As of June 30, 2011



Portfolio by Maturity As of June 30, 2011



Historical Program Information

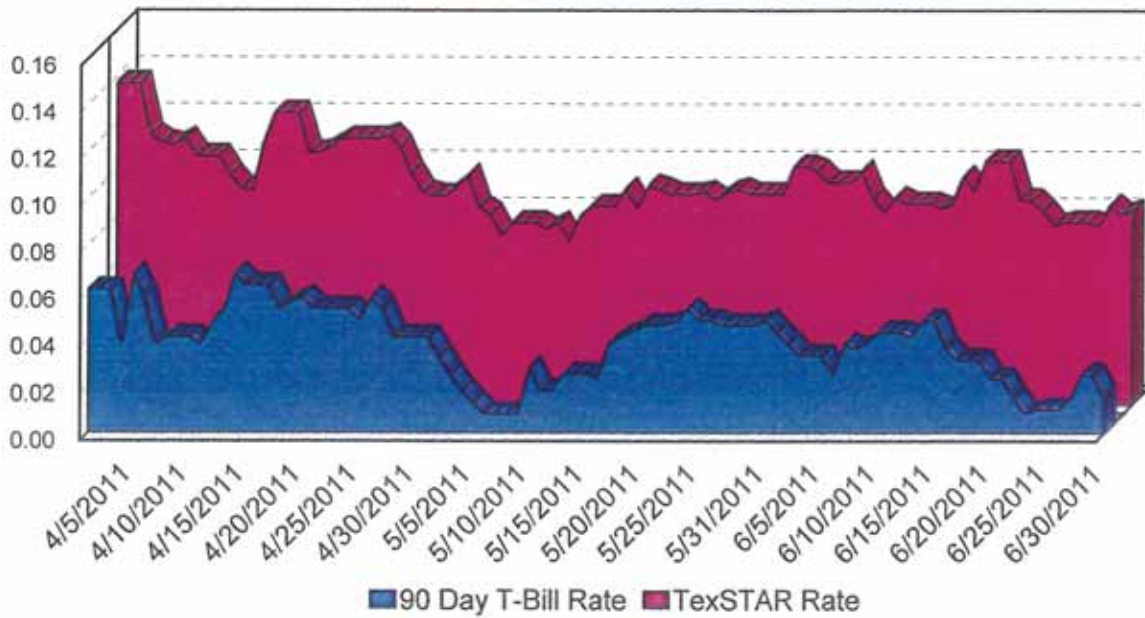
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
June 11	0.0889%	\$5,280,726,280.87	\$5,281,501,501.41	1.000146	50	69	733
May 11	0.0863%	5,566,580,016.75	5,567,478,247.07	1.000161	46	66	732
Apr 11	0.1108%	5,661,130,480.00	5,662,108,871.87	1.000172	50	72	731
Mar 11	0.1408%	5,949,037,975.79	5,949,804,553.22	1.000128	50	73	730
Feb 11	0.1476%	6,548,224,886.40	6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726
Dec 10	0.1713%	5,593,134,506.98	5,593,670,681.79	1.000091	47	79	723
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

Portfolio Asset Summary as of June 30, 2011

	Book Value	Market Value
Uninvested Balance	\$ 919.81	\$ 919.81
Accrual of Interest Income	841,850.65	841,850.65
Interest and Management Fees Payable	(651,580.60)	(651,580.60)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,244,974,000.00	1,244,974,000.00
Government Securities	4,035,561,091.01	4,036,336,311.55
Total	\$ 5,280,726,280.87	\$ 5,281,501,501.41

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 June be subject to change. The TexSTAR management fee June 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 June 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2011	0.1018%	0.000002789	\$5,603,298,915.09	1.000149	44	63
6/2/2011	0.0999%	0.000002738	\$5,647,142,346.56	1.000140	46	65
6/3/2011	0.0949%	0.000002600	\$5,589,085,614.74	1.000139	49	66
6/4/2011	0.0949%	0.000002600	\$5,589,085,614.74	1.000139	48	66
6/5/2011	0.0949%	0.000002600	\$5,589,085,614.74	1.000139	47	66
6/6/2011	0.0997%	0.000002732	\$5,538,048,999.72	1.000148	49	68
6/7/2011	0.0879%	0.000002407	\$5,531,562,878.86	1.000154	52	74
6/8/2011	0.0823%	0.000002254	\$5,484,846,889.43	1.000150	53	72
6/9/2011	0.0883%	0.000002418	\$5,396,811,626.35	1.000153	55	74
6/10/2011	0.0859%	0.000002353	\$5,593,338,633.08	1.000140	51	69
6/11/2011	0.0859%	0.000002353	\$5,593,338,633.08	1.000140	51	69
6/12/2011	0.0859%	0.000002353	\$5,593,338,633.08	1.000140	51	69
6/13/2011	0.0839%	0.000002299	\$5,538,268,270.67	1.000140	51	69
6/14/2011	0.0854%	0.000002339	\$5,523,321,265.97	1.000142	52	69
6/15/2011	0.0973%	0.000002667	\$5,521,837,118.29	1.000148	53	71
6/16/2011	0.0914%	0.000002503	\$5,489,226,515.20	0.000149	54	72
6/17/2011	0.1040%	0.000002848	\$5,429,954,086.22	1.000146	52	71
6/18/2011	0.1040%	0.000002848	\$5,429,954,086.22	1.000146	52	71
6/19/2011	0.1040%	0.000002848	\$5,429,954,086.22	1.000146	52	71
6/20/2011	0.0877%	0.000002402	\$5,429,258,507.26	1.000141	52	71
6/21/2011	0.0872%	0.000002388	\$5,461,233,534.58	1.000139	51	69
6/22/2011	0.0828%	0.000002268	\$5,400,317,771.82	1.000144	52	70
6/23/2011	0.0768%	0.000002105	\$5,410,811,157.40	1.000172	51	69
6/24/2011	0.0780%	0.000002138	\$5,429,029,362.65	1.000165	49	67
6/25/2011	0.0780%	0.000002138	\$5,429,029,362.65	1.000165	49	67
6/26/2011	0.0780%	0.000002138	\$5,429,029,362.65	1.000165	49	67
6/27/2011	0.0765%	0.000002097	\$5,513,589,440.42	1.000156	47	65
6/28/2011	0.0851%	0.000002331	\$5,367,221,455.96	1.000153	48	66
6/29/2011	0.0814%	0.000002229	\$5,447,062,633.96	1.000153	47	65
6/30/2011	0.0830%	0.000002275	\$5,280,726,280.87	1.000148	48	66
Average	0.0889%	0.000002435	\$5,490,293,623.28		50	69

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



J.P.Morgan
Asset Management

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

RESOLUTION NO. 11-108

**AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT (“MANOR EXPRESSWAY”)
(Parcel 31)**

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 2.432 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by Robert W. and Janice W. Jenkins, (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 \$670,961.

[Signatures on next page]

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-108
Date Passed: 7/28/11

Exhibit "A" to Resolution 11-108

REAL ESTATE CONTRACT
Highway 290E Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT W. JENKINS, JR., and JANICE W. JENKINS, (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 2.432 acre tract of land, more or less, out of the Lucas Munos Survey No. 55, Abstract No. 513, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 31)

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" not otherwise agreed herein to be retained by Seller, 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, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of SIX HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY ONE AND 00/100 Dollars (\$670,961.00). 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 Purchase Price 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 15 days after the Closing of this transaction.

Payment of Purchase Price

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

**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, other than as previously disclosed to Purchaser;
- (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 Texas American Title Company on or before August 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.

The deed shall be in the form as shown on Exhibit "C" attached.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee'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", at Purchaser's expense.
- (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, minus any retention value as set out in Section 2.01 above.

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.

[signature page follows]

SELLER:

Robert W. Jenkins, Jr.
Date: _____

Address: _____

Janice W. Jenkins
Date: _____

Address: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

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

EXHIBIT ____

County: Travis
Parcel No.: 31
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 31

DESCRIPTION OF 2.432 ACRES (105,933 SQ. FT.) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF LOT 1, BLOCK A, ABC PEST AND LAWN SUBDIVISION NO. 1, OF RECORD IN DOCUMENT 200700312, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED AS 7.876 ACRES IN A DEED TO ROBERT W. JENKINS, JR., OF RECORD IN DOCUMENT 2007132864, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.432 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, 215.00 feet right of Engineer's Baseline Station 362+75.54, at the southeast corner of the herein described tract, same being in the east line of said Lot 1 and said Jenkins tract, and the west line of that certain tract of land described as 4.12 acres in a deed to Bobby Joe Barnett and wife, Deeanne Barnett, of record in Volume 11862, Page 1250, Real Property Records, Travis County, Texas, from which point a 5/8" iron rod found at the southwest corner of said Barnett tract, same being in the existing north ROW line of Old State Highway 20 for which no record conveyance was found, as shown on TxDOT ROW map CSJ# 0114-02-012, bears S05°59'29"E 432.05 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 22.51 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the beginning of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 362+53.03;
- 2) THENCE, continuing with said Access Denial Line, the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 181.43 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the end of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 360+71.59;

EXHIBIT ____

- 3) THENCE, continuing with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 90.00 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the beginning of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 359+81.59;
- 4) THENCE, continuing with said Access Denial Line, the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 214.98 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the end of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 357+61.62;
- 5) THENCE, continuing with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 23.58 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet right of Engineer's Baseline Station 357+38.04, at the southwest corner of this tract, same being in the west line of said Lot 1 and said Jenkins tract, and the east line of that certain tract of land described as 61.887 acres in a deed to JMTCV, LTD., of record in Document 2005073729, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southwest corner of said Lot 1 and said Jenkins tract and the southeast corner of said JMTCV tract, same being in the existing north ROW line of Old State Highway 20, bears S05°50'55"E 597.30 feet;
- 6) THENCE, with the west line of this tract, and said Lot 1 and said Jenkins tract, and the east line of said JMTCV tract, **N05°50'55"W 196.93 feet** to a TxDOT Type I concrete monument found at the northwest corner of this tract, said Lot 1, and said Jenkins tract, same being the northeast corner of said JMTCV tract, also being the southeast corner of that certain tract of land described as 0.585 of one acre (Part II) in a deed to the State of Texas, of record in Volume 3092, Page 636, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 1.213 acres in a deed to the State of Texas, of record in Volume 3047, Page 365, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290;

THENCE, with the north line of this tract, and said Lot 1 and said Jenkins tract, and with the existing south ROW line of U.S. Highway 290, and the south line of said 1.213 acre State of Texas tract, the following two (2) courses numbered, 7 and 8;

- 7) **N84°02'10"E, 489.00 feet** to a calculated point, from which a TxDOT Type I concrete monument found bears S05°57'50"E 0.35 feet; and

EXHIBIT ____

- 8) N78°18'40"E 48.25 feet to a calculated point at the northeast corner of this tract, said Lot 1, and said Jenkins tract, same being the northwest corner of said Barnett tract, the southeast corner of said 1.213 acre State of Texas tract, and the southwest corner of that certain tract of land described as 0.578 of one acre in a deed the State of Texas, of record in Volume 3053, Page 1792, Deed Records, Travis County, Texas;
- 9) THENCE, with the east line of this tract, said Lot 1, and said Jenkins tract, and the west line of said Barnett tract, S05°59'29"E, at 0.34 feet passing a 3/4" iron rod found, in all a total distance of 201.80 feet to the POINT OF BEGINNING and containing 2.432 acres 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 WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE EXISTING RIGHT-OF-WAY LINE WITHIN THE LIMITS OF THE PROPOSED "ACCESS DENIAL LINE" AS DESCRIBED HEREIN, BEING A PORTION OF THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE ABUTTING PROPERTY.

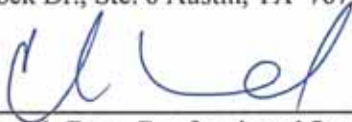
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 18th day of May, 2011 A.D.

SURVEYED BY:

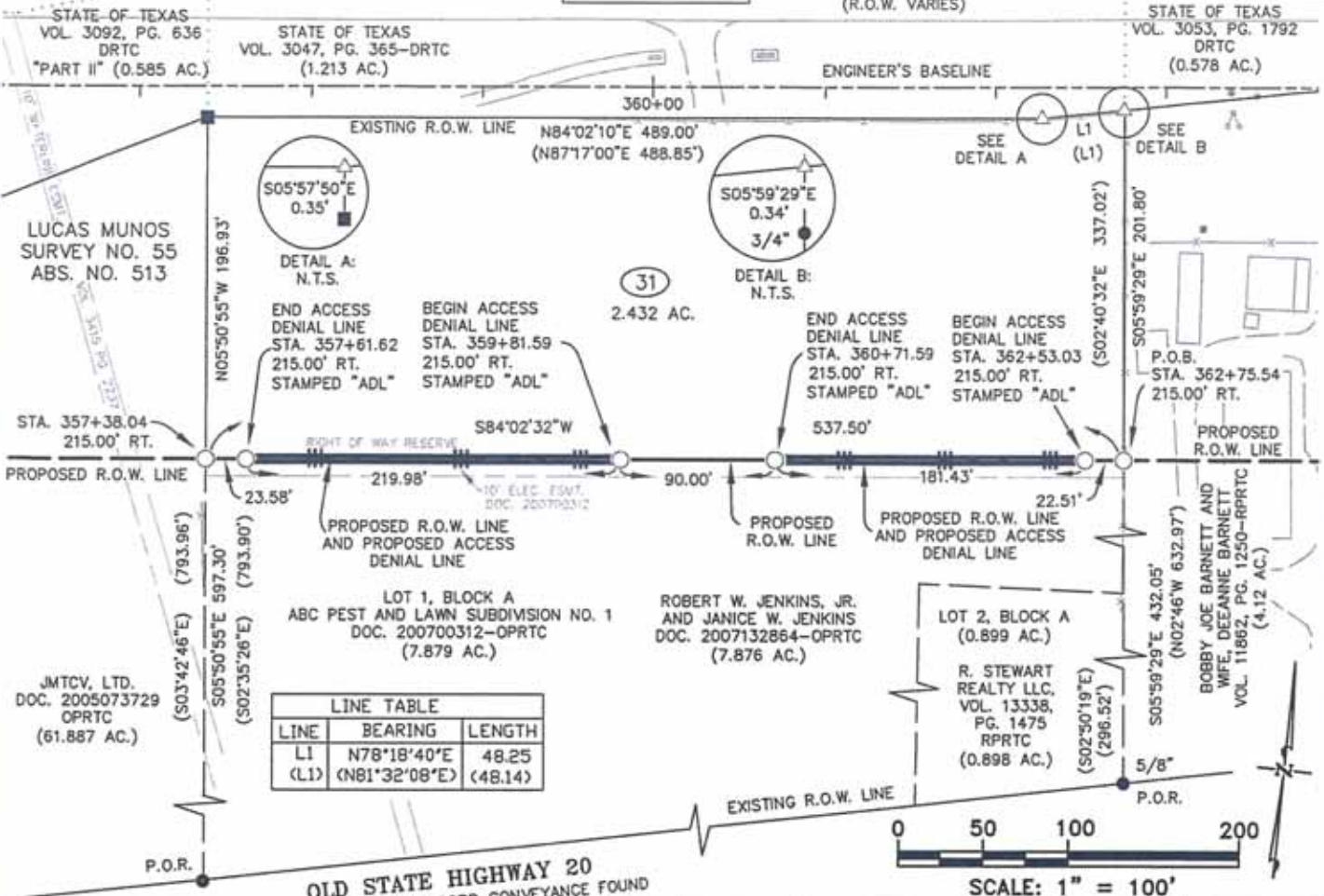
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P31REV4
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 05/18/11





LINE TABLE		
LINE	BEARING	LENGTH
L1	N78°18'40"E	48.25
(L1)	(N81°32'08"E)	(48.14)

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
7.879 AC.	2.432 AC.	105,933	5.447 AC.	237,276

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



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 WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE WITHIN THE LIMITS OF THE PROPOSED "ACCESS DENIAL LINE" AS SHOWN HEREON, BEING A PORTION OF THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 05/18/2011
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 2.432 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING A PORTION OF LOT 1, BLOCK A, ABC PEST AND LAWN SUBDIVISION NO. 1, A SUBDIVISION OF RECORD IN DOC. 200700312, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AND A PORTION OF THAT TRACT DESCRIBED AS 7.876 AC. IN DEED TO ROBERT W. JENKINS JR. AND JANICE W. JENKINS, OF RECORD IN DOCUMENT 2007132864, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 31
PAGE 4 OF 4

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

RESOLUTION NO. 11-109

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 44A)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has 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 0.479 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Applied Materials, Inc., (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, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; 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, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-109
Date Passed: 07/28/11

Exhibit A: Description of Parcel 44A

EXHIBIT _____

County: Travis
Parcel No.: 44A
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 44A

DESCRIPTION OF 0.479 OF ONE ACRE (20,887 SQUARE FEET) OF LAND, BEING OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2 ACRES IN A DEED TO APPLIED MATERIALS, INC., OF RECORD IN VOLUME 13041, PAGE 2014, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.479 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found to be replaced with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) Type II concrete monument after acquisition, in the proposed north right-of-way (ROW) line of U.S. Highway 290, 242.81 feet left of Engineer's Baseline Station 394+86.71, at the northwest corner of the herein described tract, same being in the west line of said 2 acre Applied Materials tract and at the northeast corner of a 0.789 acre tract dedicated for street purposes by plat of One Lutheran Center, a subdivision of record in Book 87, Pages 70B-70C, Plat Records, Travis County Texas, and at the southeast corner of Lot 1, of said One Lutheran Center subdivision, said Lot 1 being described in a deed to Lutheran Foundation of the Southwest, of record in Volume 9233, Page 654, Real Property Records, Travis County, Texas, from which point a 1/2" iron pipe found at the northwest corner of said 2 acre Applied Materials tract and a southwest corner of that tract of land described in a deed to Applied Materials, Inc. in Volume 13346, Page 1584, Real Property Records, Travis County, Texas, and of Lot 1, Fiesta Plaza, a subdivision of record in Book 76, Page 359, Plat Records, Travis County, Texas, bears N27°49'05"E 288.66 feet;

EXHIBIT _____

- 1) THENCE, with the curving north line of this tract, and the proposed curving north ROW line of U.S. Highway 290, crossing said 2 acre Applied Materials tract with an arc of a curve to the left, whose intersection angle is **03°17'26"**, radius is **5,729.58 feet**, an arc distance of **329.06 feet**, the chord of which bears **N77°11'23"E 329.01 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 251.38 feet left of Engineer's Baseline Station 398+30.49 at the southeast corner of this tract, same being in the east line of said 2 acre Applied Materials tract and a west line of said Lot 1, Fiesta Plaza and a west line of said Applied Materials tract in Volume 13346, Page 1584;
- 2) THENCE, with the east line of this tract and said 2 acre Applied Materials tract and the west line of said Lot 1, Fiesta Plaza, and the west line of said Applied Materials tract in Volume 13346, Page 1584, **S27°34'59"W 108.92 feet** to a calculated point at the southwest corner of said Applied Materials tract in Volume 13346, Page 1584 and of said Lot 1, Fiesta Plaza, the southeast corner of said 2 acre Applied Materials tract, and the west corner of that tract described as 0.338 of one acre in a deed to the State of Texas, of record in Volume 3141, Page 1704, Deed Records, Travis County, Texas, same being in the north line of that certain tract of land described as 2.331 acres, Parcel (A), in a deed to the State of Texas, of record in Volume 678, Page 613, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears **N05°57'50"W 1.26 feet**;
- 3) THENCE, with the south line of this tract and of said 2 acre Applied Material tract, the existing north ROW line of U.S. Highway 290, and the north line of said 2.331 acres, Parcel (A), State of Texas tract, **S84°02'12"W 300.96 feet** to a calculated point at the southwest corner of this tract and said 2 acre Applied Materials tract, and the southeast corner of said 0.789 acre tract dedicated for street purposes, from which point a 5/8" iron rod found bears **S08°57'41"W 11.05 feet**;

EXHIBIT ____

4) THENCE, with the west line of this tract and of said 2 acre Applied Materials tract, and the east line of said 0.789 acre Street Dedication tract, **N27°49'05"E 62.03 feet** to the POINT OF BEGINNING and containing 0.479 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 3rd day of December, 2010 A.D.

SURVEYED BY:

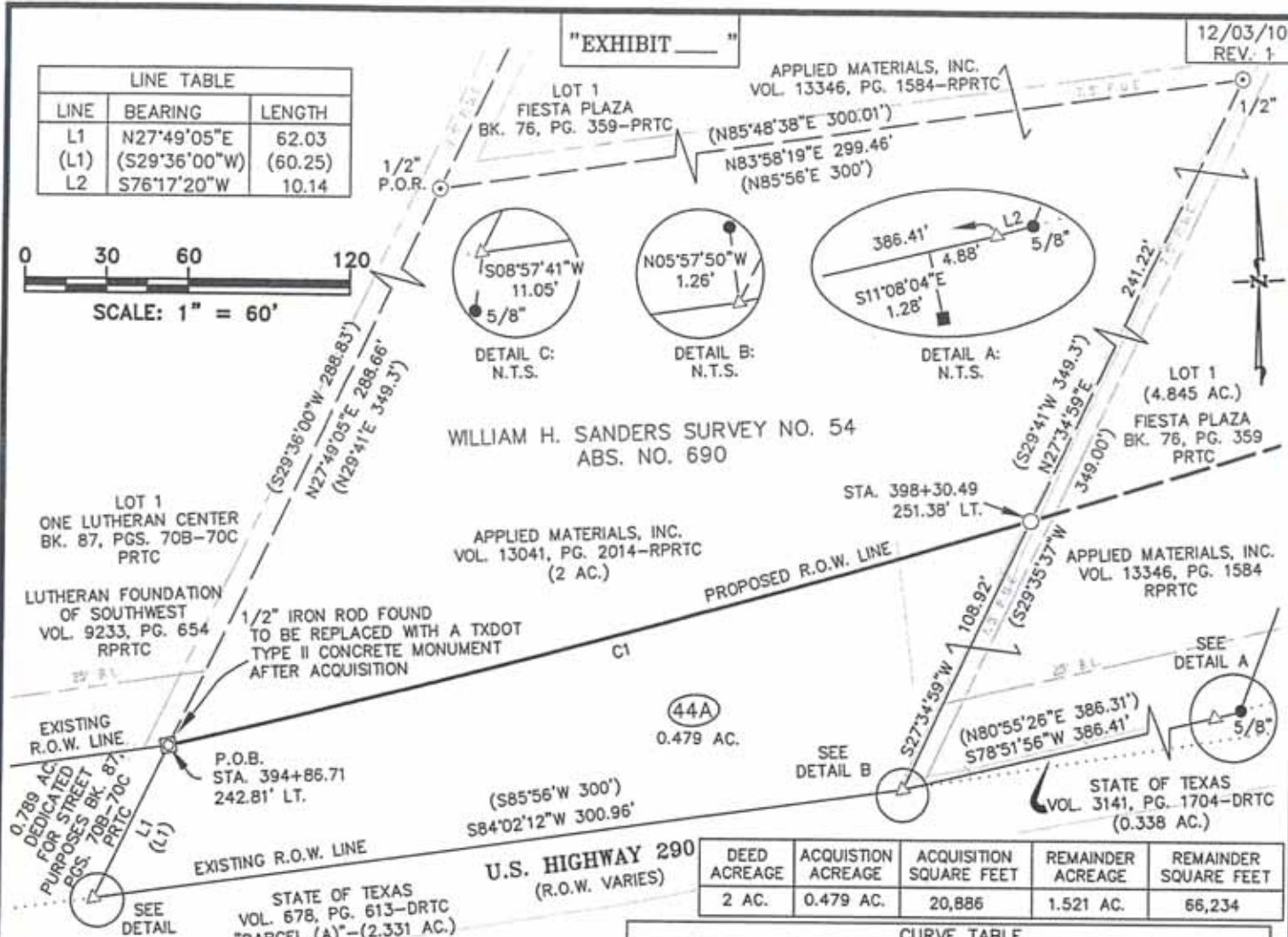
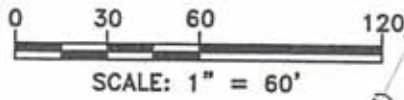
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P44A R3
Issued 10/20/2010; Revised 12/3/10

LINE TABLE		
LINE	BEARING	LENGTH
L1	N27°49'05"E	62.03
(L1)	(S29°36'00"W)	(60.25)
L2	S76°17'20"W	10.14



DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
2 AC.	0.479 AC.	20,886	1.521 AC.	66,234

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	329.06	5729.58	03°17'26"	164.57	N77°11'23"E	329.01

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



- 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.

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

Chris Conrad 12/03/10

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

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.479 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT TRACT DESCRIBED AS 2 AC. IN A DEED TO APPLIED MATERIALS, INC., IN VOLUME 13041, PAGE 2014, REAL PROPERTY RECORDS, TRAVIS CO., TX.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 44A
PAGE 4 OF 4

FINAL CLOSURE PARCEL 44A US HIGHWAY 290

PARCEL 44A - SKETCH MAPCHECK

BC North: 10099831.1606 East: 3150238.7373
Arc Length: 329.05522 Radius: 5729.58000 Delta: -3-17-26
Tangent: 164.57285 Chord: 329.01000 Ch Course: N 77-11-23 E
Course In: N 11-09-54 W Out: S 14-27-20 E
Ctr North: 10105452.3003 East: 3149129.2894
End North: 10099904.1098 East: 3150559.5581
Course: S 27-34-59 W Distance: 108.92000
North: 10099807.5696 East: 3150509.1244
Course: S 84-02-12 W Distance: 300.96000
North: 10099776.3023 East: 3150209.7931
Course: N 27-49-05 E Distance: 62.03000
North: 10099831.1637 East: 3150238.7403

Perimeter: 800.96522

Area: 20886.25310 0.47948 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004340 Course: S 44-11-05 W
Precision 1: 184534.43

PARCEL 44A - STRIPMAP MAPCHECK

BC North: 10096455.4198 East: 3143017.2354
Arc Length: 329.05522 Radius: 5729.58000 Delta: -3-17-26
Tangent: 164.57285 Chord: 329.01000 Ch Course: N 77-11-23 E
Course In: N 11-09-54 W Out: S 14-27-20 E
Ctr North: 10102076.5596 East: 3141907.7875
End North: 10096528.3690 East: 3143338.0562
Course: S 27-34-59 W Distance: 108.92000
North: 10096431.8288 East: 3143287.6226
Course: S 84-02-12 W Distance: 300.96000
North: 10096400.5615 East: 3142988.2912
Course: N 27-49-05 E Distance: 62.03000
North: 10096455.4229 East: 3143017.2385

Perimeter: 800.96522

Area: 20886.25310 0.47948 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004340 Course: S 44-11-05 W
Precision 1: 184534.43

FINAL CLOSURE PARCEL 44A US HIGHWAY 290

PARCEL 44A - DESCRIPTION MAPCHECK

BC North: 10092088.4985 East: 3157120.5492
Arc Length: 329.05522 Radius: 5729.58000 Delta: -3-17-26
Tangent: 164.57285 Chord: 329.01000 Ch Course: N 77-11-23 E
Course In: N 11-09-54 W Out: S 14-27-20 E
Ctr North: 10097709.6383 East: 3156011.1013
End North: 10092161.4477 East: 3157441.3700
Course: S 27-34-59 W Distance: 108.92000
North: 10092064.9075 East: 3157390.9364
Course: S 84-02-12 W Distance: 300.96000
North: 10092033.6402 East: 3157091.6050
Course: N 27-49-05 E Distance: 62.03000
North: 10092088.5016 East: 3157120.5522

Perimeter: 800.96522

Area: 20886.25310 0.47948 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004340 Course: S 44-11-05 W
Precision 1: 184534.43

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

RESOLUTION NO. 11-110

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 44B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has 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 0.907 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Applied Materials, Inc., (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, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; 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, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:


Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-110
Date Passed: 07/28/11

Exhibit A: Description of Parcel 44B

EXHIBIT ____

County: Travis
Parcel No.: 44B
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 44B

DESCRIPTION OF 0.907 OF ONE ACRE (39,508 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 LOT 1, FIESTA PLAZA, A SUBDIVISION OF RECORD IN BOOK 76, PAGE 359, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO APPLIED MATERIALS, INC., OF RECORD IN VOLUME 13346, PAGE 1584, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.907 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, in the proposed north right-of-way (ROW) line of U.S. Highway 290, 251.38 feet left of Engineer's Baseline Station 398+30.49, at the northwest corner of the herein described tract, same being in a west line of said Lot 1, Fiesta Plaza, a west line of said Applied Materials tract in Volume 13346, Page 1584 and the east line of that tract described as 2 acres in a deed to Applied Materials, Inc., of record in Volume 13041, Page 2014, Real Property Records, Travis County, Texas ;

- 1) THENCE, with the north line of this tract, and the proposed north ROW line of U.S. Highway 290, crossing said Lot 1, Fiesta Plaza and said Applied Materials tract in Volume 13346, Page 1584, with a curve to the left whose intersection angle is **04°06'25"**, radius is **5,729.58 feet**, an arc distance of **410.68 feet**, the chord of which bears **N73°29'27"E 410.59 feet** to a 1/2" iron rod found to be replaced with a TxDOT Type II concrete monument after acquisition, 260.86 feet left of Engineer's Baseline Station 402+60.28, at the northeast corner of this tract, same being in the east line of said Applied Materials tract in Volume 13346, Page 1584, and said Lot 1, Fiesta Plaza, at the northwest corner of that certain tract of land described as 6.15 acres in a street deed to the City of Austin, of record in Volume 10769, Page 337, Real Property

EXHIBIT _____

Records, Travis County, Texas, and the southwest corner of Lot 1, Block A, Applied Materials Subdivision Section 1, a subdivision of record in Book 89, Pages 222-224, Plat Records, Travis County, Texas, said Lot 1, Block A, being described in a deed to Applied Materials, Inc., of record in Volume 11375, Page 885, Real Property Records, Travis County, Texas, same being in the existing north ROW line of U.S. Highway 290, from which point a 1/2" iron rod found at the northeast corner of said Lot 1, Fiesta Plaza, and in the west line of said Applied Materials tract in Volume 11375, Page 885, and said Lot 1, Block A, bears N21°44'22"E 181.83 feet;

- 2) THENCE, with the east line of this tract, said Applied Materials tract in Volume 13346, Page 1584, and said Lot 1, Fiesta Plaza, and the west line of said 6.15 acre City of Austin tract, same being the existing north ROW line of U.S. Highway 290, **S22°01'59"W 146.93 feet** to a 5/8" iron rod found at the southeast corner of this tract and of said Applied Materials tract in Volume 13346, Page 1584, and of said Lot 1, Fiesta Plaza, and the southwest corner of said 6.15 acre City of Austin tract, same being in the north line of that certain tract of land described as 0.338 of one acre of land in a deed to the State of Texas, of record in Volume 3141, Page 1704, Deed Records, Travis County, Texas;

THENCE, with the south line of this tract, of said Applied Materials tract in Volume 13346, Page 1584, and of said Lot 1, Fiesta Plaza, and the existing north ROW line of U.S. Highway 290, and the north line of said 0.338 of one acre State of Texas tract, the following two (2) courses numbered 3 and 4;

- 3) **S76°17'20"W 10.14 feet** to a calculated point, from which a TxDOT Type I concrete monument found bears S78°51'56"W 4.88 feet and S11°08'04"E 1.28 feet; and
- 4) **S78°51'56"W 386.41 feet** to a calculated point at the southwest corner of said Applied Materials tract in Volume 13346, Page 1584, and of said Lot 1, Fiesta Plaza, the southeast corner of said 2 acre Applied Materials tract, and the west corner of said 0.338 of one acre State of Texas tract, same being in the north line of that certain tract of land described as 2.331 acres, Parcel (A), in a deed to the State of Texas, of record in Volume 678, Page 613, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears N05°57'50"W 1.26 feet;

EXHIBIT _____

5) THENCE, with the west line of this tract, a west line of said Lot 1, Fiesta Plaza, a west line of said Applied Materials tract in Volume 13346, Page 1584, and the east line of said 2 acre Applied Materials tract, **N27°34'59"E 108.92 feet** to the POINT OF BEGINNING and containing 0.907 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.

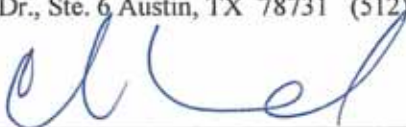
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 3rd day of December, 2010 A.D.

SURVEYED BY:

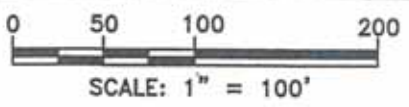
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P44B R3
Issued 09/17/10; Revised 12/3/10

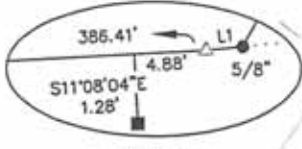
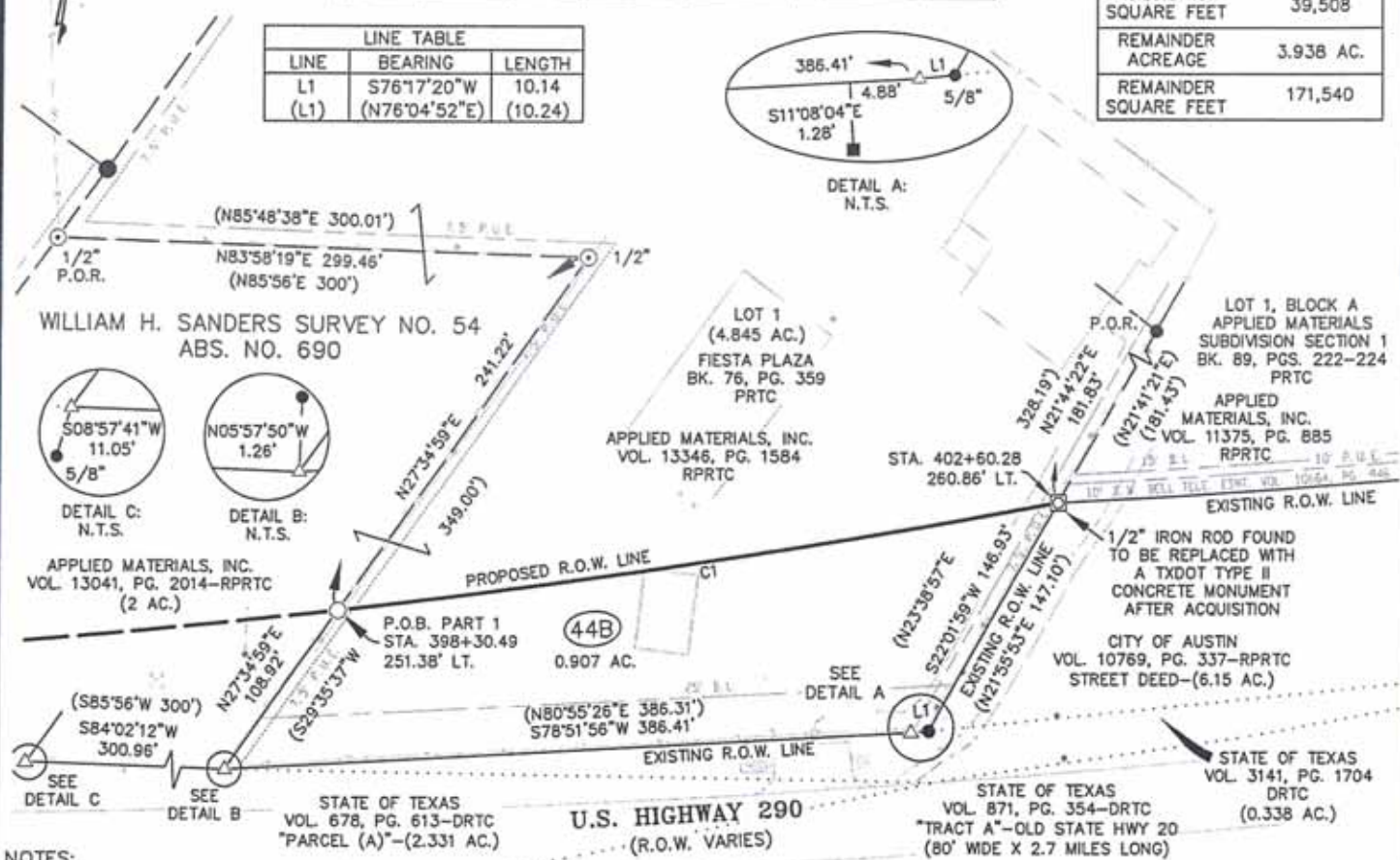
"EXHIBIT ____"



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	410.68	5729.58	04°06'25"	205.43	N73°29'27"E	410.59

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°17'20"W	10.14
(L1)	(N76°04'52"E)	(10.24)

DEED ACREAGE	4.845 AC.
ACQUISITION ACREAGE	0.907 AC.
ACQUISITION SQUARE FEET	39,508
REMAINDER ACREAGE	3.938 AC.
REMAINDER SQUARE FEET	171,540



- 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 ABUTTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

12/03/10

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

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



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.907 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION LOT 1, FIESTA PLAZA, A SUBDIVISION IN BOOK 76, PAGE 359, PLAT RECORDS, TRAVIS CO., TX., SAID LOT 1 BEING DESCRIBED IN A DEED TO APPLIED MATERIALS, INC., IN VOLUME 13346, PAGE 1584, REAL PROPERTY RECORDS, TRAVIS CO., TX.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 44B
PAGE 4 OF 4

FINAL CLOSURE PARCEL 44B US HIGHWAY 290

PARCEL 44B - SKETCH MAPCHECK

BC North: 10093731.8819 East: 3150993.4184
Arc Length: 410.67791 Radius: 5729.58000 Delta: -4-06-25
Tangent: 205,42691 Chord: 410.59000 Ch Course: N 73-29-27 E
Course In: N 14-27-21 W Out: S 18-33-45 E
Ctr North: 10099280.0668 East: 3149563.1279
End North: 10093848.5587 East: 3151387.0815
Course: S 22-01-59 W Distance: 146.93000
North: 10093712.3594 East: 3151331.9620
Course: S 76-17-20 W Distance: 10.14000
North: 10093709.9559 East: 3151322.1109
Course: S 78-51-56 W Distance: 386.41000
North: 10093635.3356 East: 3150942.9744
Course: N 27-34-59 E Distance: 108.92000
North: 10093731.8758 East: 3150993.4081

Perimeter: 1063.07791

Area: 39508.98699 0.90700 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.011961 Course: N 59-23-16 E
Precision 1: 88880.73

PARCEL 44B - STRIPMAP MAPCHECK

BC North: 10095645.4890 East: 3145424.5700
Arc Length: 410.67791 Radius: 5729.58000 Delta: -4-06-25
Tangent: 205.42691 Chord: 410.59000 Ch Course: N 73-29-27 E
Course In: N 14-27-21 W Out: S 18-33-45 E
Ctr North: 10101193.6739 East: 3143994.2795
End North: 10095762.1659 East: 3145818.2331
Course: S 22-01-59 W Distance: 146.93000
North: 10095625.9665 East: 3145763.1136
Course: S 76-17-20 W Distance: 10.14000
North: 10095623.5631 East: 3145753.2625
Course: S 78-51-56 W Distance: 386.41000
North: 10095548.9427 East: 3145374.1260
Course: N 27-34-59 E Distance: 108.92000
North: 10095645.4829 East: 3145424.5597

Perimeter: 1063.07791

Area: 39508.98699 0.90700 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.011961 Course: N 59-23-16 E
Precision 1: 88880.73

FINAL CLOSURE PARCEL 44B US HIGHWAY 290

PARCEL 44B - DESCRIPTION MAPCHECK

BC North: 10091492.0757 East: 3155738.6542
Arc Length: 410.67791 Radius: 5729.58000 Delta: -4-06-24
Tangent: 205.42691 Chord: 410.59000 Ch Course: N 73-29-27 E
Course In: N 14-27-21 W Out: S 18-33-45 E
Ctr North: 10097040.2607 East: 3154308.3637
End North: 10091608.7526 East: 3156132.3173
Course: S 22-01-59 W Distance: 146.93000
North: 10091472.5532 East: 3156077.1978
Course: S 76-17-20 W Distance: 10.14000
North: 10091470.1498 East: 3156067.3467
Course: S 78-51-56 W Distance: 386.41000
North: 10091395.5294 East: 3155688.2102
Course: N 27-34-59 E Distance: 108.92000
North: 10091492.0696 East: 3155738.6439

Perimeter: 1063.07791

Area: 39508.98699 0.90700 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.011961 Course: N 59-23-16 E
Precision 1: 88880.73

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

RESOLUTION NO. 11-111

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 57)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has 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 0.184 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Applied Materials, Inc., (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, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; 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, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:


Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-111
Date Passed: 07/28/11

Exhibit A: Description of Parcel 57

EXHIBIT _____

County: Travis
Parcel No.: 57
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 57

DESCRIPTION OF 0.184 OF ONE ACRE (8,004 SQ. FT.) 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 62.710 ACRES (TRACT 1) IN A DEED TO APPLIED MATERIALS, INC., OF RECORD IN VOLUME 12632, PAGE 2007, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.184 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 north right-of-way (ROW) line of U.S. Highway 290, 320.30 feet left of Engineer's Baseline Station 443+95.54, at the north corner of the herein described tract, same being in the west line of said Applied Materials tract, and the existing east ROW line of Harris Branch Parkway, as described in a street deed to the City of Austin, of record in Volume 9992, Page 357, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found in the west line of said Applied Materials tract, and the existing east ROW line of Harris Branch Parkway bears N18°34'28"W 520.47 feet, and from which point of beginning a 1/2" iron rod found in the west line of said Applied Materials tract, and the existing east ROW line of Harris Branch Parkway, bears N18°34'28"W 520.47 feet, and along a curve whose intersection angle is 90°39'03", radius is 25.00 feet, the chord which bears N27°02'24"E 35.56 feet;

THENCE, with the north line of this tract, the proposed north ROW line of U.S. Highway 290 and crossing said Applied Materials tract, the following three (3) courses, numbered 1 through 3;

EXHIBIT ____

- 1) **S54°23'39"E 119.09 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, 223.74 feet left of Engineer's Baseline Station 444+65.24;
- 2) **N71°23'48"E 297.56 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, 223.93 feet left of Engineer's Baseline Station 447+62.80; and
- 3) **N74°21'40"E 193.36 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, 214.05 feet left of Engineer's Baseline Station 449+55.91, at the east corner of this tract, same being in the south line of said Applied Materials tract, and the existing north ROW line of U.S. Highway 290, and the east corner of that certain tract of land described as 0.22 of one acre in a deed to the City of Austin, of record in Volume 10769, Page 328, Real Property Records, Travis County, Texas;
- 4) THENCE, with the south line of this tract, and said Applied Materials tract, same being the existing north ROW line of U.S. Highway 290, and the north line of said 0.22 of one acre City of Austin tract, **S71°23'48"W 560.36 feet** to a calculated point at the southwest corner of this tract, and said Applied Materials tract, same being the northwest corner of said 0.22 of one acre City of Austin tract, also being in the existing east ROW line of Harris Branch Parkway;

EXHIBIT _____

- 5) THENCE, with the west line of this tract, and said Applied Materials tract, same being the existing east ROW line of Harris Branch Parkway, **N18°34'28"W**, at 0.53 feet passing a 1/2" iron rod found, in all a total distance of **106.60 feet** to the POINT OF BEGINNING and containing 0.184 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 3rd day of December, 2010 A.D.

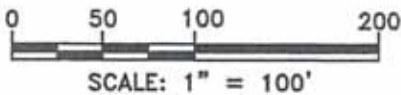
SURVEYED BY:

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



Chris Conrad, Reg. Professional Land Surveyor No. 5623

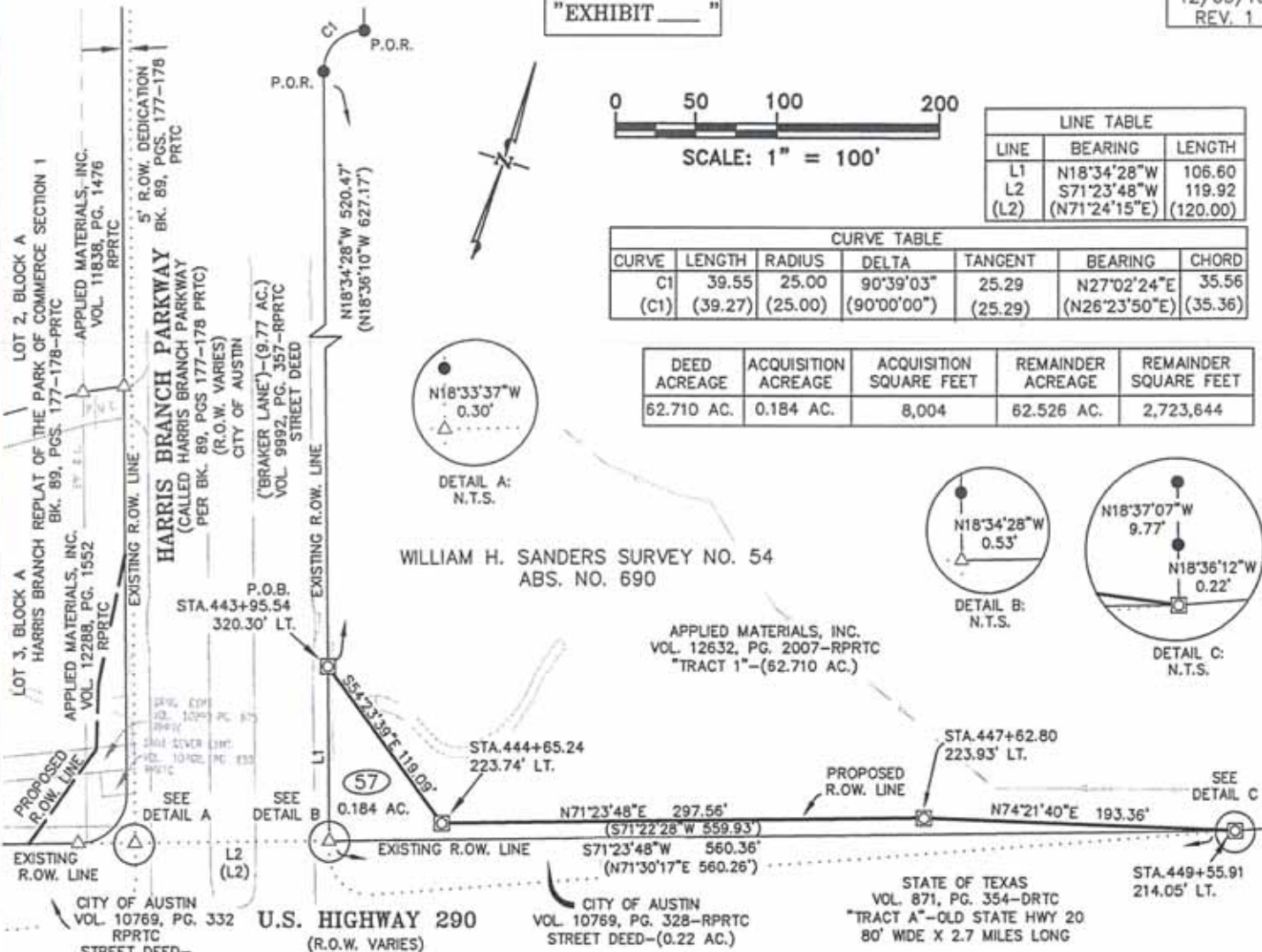
Note: There is a plat to accompany this description. US 290 P57 R5
Issued 12/01/06, Rev 03/20/07, 04/01/09, 10/20/10, 12/3/10



LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°34'28"W	106.60
L2	S71°23'48"W	119.92
(L2)	(N71°24'15"E)	(120.00)

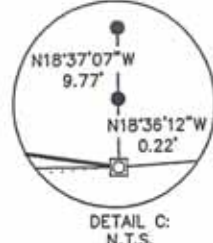
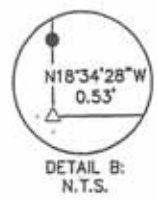
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	39.55	25.00	90°39'03"	25.29	N27°02'24"E	35.56
(C1)	(39.27)	(25.00)	(90°00'00")	(25.29)	(N26°23'50"E)	(35.36)

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
62.710 AC.	0.184 AC.	8,004	62.526 AC.	2,723,644



WILLIAM H. SANDERS SURVEY NO. 54
ABS. NO. 690

APPLIED MATERIALS, INC.
VOL. 12632, PG. 2007-RPRTC
"TRACT 1"-(62.710 AC.)



- 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.

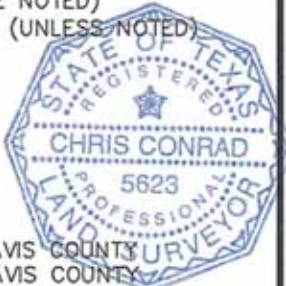
SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

12/03/10

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

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



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.184 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 62.710 AC. (TRACT 1) IN A DEED TO APPLIED MATERIALS, INC., OF RECORD IN VOLUME 12632, PAGE 2007, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 57
PAGE 4 OF 4

FINAL CLOSURE PARCEL 57 US HIGHWAY 290

PARCEL 57 - SKETCH MAPCHECK

North: 10092830.9055 East: 3156047.3329
Course: S 54-23-39 E Distance: 119.09000
North: 10092761.5707 East: 3156144.1580
Course: N 71-23-48 E Distance: 297.56000
North: 10092856.4966 East: 3156426.1704
Course: N 74-21-40 E Distance: 193.36000
North: 10092908.6213 East: 3156612.3722
Course: S 71-23-48 W Distance: 560.36000
North: 10092729.8584 East: 3156081.2911
Course: N 18-34-28 W Distance: 106.60000
North: 10092830.9057 East: 3156047.3351

Perimeter: 1276.97000

Area: 8004.12722 0.18375 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.002235 Course: S 86-56-27 W

Precision 1: 571332.14

PARCEL 57 - STRIPMAP MAPCHECK

North: 10093229.1312 East: 3165985.9623
Course: S 54-23-39 E Distance: 119.09000
North: 10093159.7963 East: 3166082.7874
Course: N 71-23-48 E Distance: 297.56000
North: 10093254.7223 East: 3166364.7998
Course: N 74-21-40 E Distance: 193.36000
North: 10093306.8470 East: 3166551.0016
Course: S 71-23-48 W Distance: 560.36000
North: 10093128.0841 East: 3166019.9205
Course: N 18-34-28 W Distance: 106.60000
North: 10093229.1314 East: 3165985.9645

Perimeter: 1276.97000

Area: 8004.12722 0.18375 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.002235 Course: S 86-56-27 W

Precision 1: 571332.14

PARCEL 57 - DESCRIPTION MAPCHECK

North: 10091625.8804 East: 3156379.9813
Course: S 54-23-39 E Distance: 119.09000
North: 10091556.5455 East: 3156476.8064
Course: N 71-23-48 E Distance: 297.56000
North: 10091651.4714 East: 3156758.8189
Course: N 74-21-40 E Distance: 193.36000
North: 10091703.5962 East: 3156945.0207
Course: S 71-23-48 W Distance: 560.36000

FINAL CLOSURE PARCEL 57 US HIGHWAY 290

PARCEL 57 - DESCRIPTION MAPCHECK (cont.)

North: 10091524.8332 East: 3156413.9396
Course: N 18-34-28 W Distance: 106.60000
North: 10091625.8805 East: 3156379.9836

Perimeter: 1276.97000

Area: 8004.12722 0.18375 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.002235 Course: S 86-56-27 W
Precision 1: 571332.14

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

RESOLUTION NO. 11-112

**AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT (“MANOR EXPRESSWAY”)
(Parcel 37)**

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 2.030 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by Scott William Elder, (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 \$853,404.

[Signatures on next page]

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-112
Date Passed: 7/28/11

Exhibit "A" to Resolution 11-112

REAL ESTATE CONTRACT
Highway 290E Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by SCOTT WILLIAM ELDER (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 2.030 acre tract of land, more or less, out of the Lucas Munos Survey No. 35, Abstract No.5134, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 37)

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" not otherwise agreed herein to be retained by Seller, 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, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of EIGHT HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED FOUR AND 00/100 Dollars (\$853,404.00).

Pursuant to the terms of a Possession and Use Agreement recorded in Document No. 2011059611, Purchaser has previously paid to Seller the amount of \$535,809.00 for which Purchaser shall receive a credit herein, leaving a remaining Purchase Price to be paid at the closing of this transaction of **THREE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED NINETY FIVE and 00/100 Dollars (\$317,595.00)**.

Payment of Purchase Price

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

**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, other than a lease with Fazenda Inc., d/b/a Dream Cars Credit, as previously disclosed to Purchaser;

(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 August 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 Grantee'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.

[signature page follows]

SELLER:

Scott William Elder

Date: _____

Address: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

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

EXHIBIT ____

County: Travis
Parcel No.: 37
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 37

DESCRIPTION OF 2.030 ACRES (88,418 SQUARE FEET) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.03 ACRES IN A DEED TO SCOTT WILLIAM ELDER, OF RECORD IN DOCUMENT 2006014936, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 2.030 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found, to be replaced with a TxDOT Type II concrete monument after acquisition, 230.94 feet right of Engineer's Baseline Station 380+35.16, at the southeast corner of the herein described tract and of said Elder tract, and the southwest corner of that certain tract of land described as 1.987 acres in a deed to Central Texas Regional Mobility Authority, of record in Document 2009137994, Official Public Records, Travis County, Texas, same being in the existing north right-of-way (ROW) line of Old State Highway 20, a public ROW for which no record conveyance was found, as shown on TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) ROW map CSJ# 0114-02-012, from which point a mag nail found, to be replaced with a TxDOT Type II concrete monument after acquisition, 193.91 feet right of Engineer's Baseline Station 382+49.70, in the south line of said Central Texas Regional Mobility Authority tract and the existing north ROW line of Old State Highway 20 bears N74°14'57"E 217.71 feet;

- 1) THENCE, with the south line of this tract and said Elder tract, and the existing north ROW line of Old State Highway 20, **S74°16'52"W 350.46 feet** to a 1/2" iron rod found, to be replaced with a TxDOT Type II concrete monument after acquisition, 290.35 feet right of Engineer's Baseline Station 376+89.77, at the southwest corner of this tract and of said Elder tract, and the southeast corner of Lot 2, Block A, N Line Subdivision, of record in Document No. 200400101, Official Public Records, Travis

EXHIBIT ____

County, Texas, said Lot 2 being described in a deed to Delfino Perez and Reyna Perez, of record in Document 2004235700, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found in the south line of said Perez tract, and in the existing north ROW line of Old State Highway 20, bears S74°01'04"W 584.40 feet;

THENCE, with the west line of this tract and said Elder tract, and the east line of said Perez tract, the following two (2) courses numbered 2 and 3;

- 2) with the proposed south ROW line of U.S. Highway 290, **N05°42'10"W 75.36 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, 215.00 feet right of Engineer's Baseline Station 376+90.11; and
- 3) **N05°42'10"W**, at 216.68 feet passing a 1/2" iron rod found, in all a total distance of **217.14 feet** to a calculated point, at the northwest corner of this tract and said Elder tract, and the northeast corner of said Perez 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 4.233 acres in deeds to the State of Texas, of record in Volume 3057, Page 1540 and Volume 3122, Page 1826, Deed Records, Travis County, Texas;

THENCE, with the north line of this tract and said Elder tract, and with the existing south ROW line of U.S. Highway 290, and the south line of said 4.233 acre State of Texas tract, the following three (3) courses numbered 4, 5, and 6;

- 4) **N84°02'10"E 135.96 feet** to a calculated point, from which a TxDOT Type I concrete monument found bears S05°57'50"E 0.56 feet;
- 5) **N89°44'59"E 200.89 feet** to a calculated point, from which a TxDOT Type I concrete monument found bears S05°57'50"E 0.46 feet; and
- 6) **N84°02'10"E 8.25 feet** to a calculated point, at the northeast corner of this tract and said Elder tract, and the northwest corner of said Central Texas Regional Mobility Authority tract;

EXHIBIT ____

- 7) THENCE, with the east line of this tract and said Elder tract, and the west line of said Central Texas Regional Mobility Authority tract, **S05°57'07"E**, at 0.19 feet passing a 1/2" iron rod found, in all a total distance of **213.11 feet** to the POINT OF BEGINNING and containing 2.030 acres 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.

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 3rd day of December, 2010 A.D.

SURVEYED BY:

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



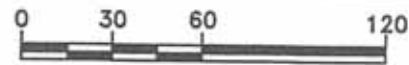
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P37 R5

Issued 02/02/07, Rev 03/20/07, 09/17/10, 12/3/10

LINE TABLE		
LINE	BEARING	LENGTH
L1	N84°02'10"E	8.25
(L1)	(N87°41'05"E)	(8.41)
L2	S74°01'04"W	584.40
(L2)	(S76°19'W)	

"EXHIBIT ____"

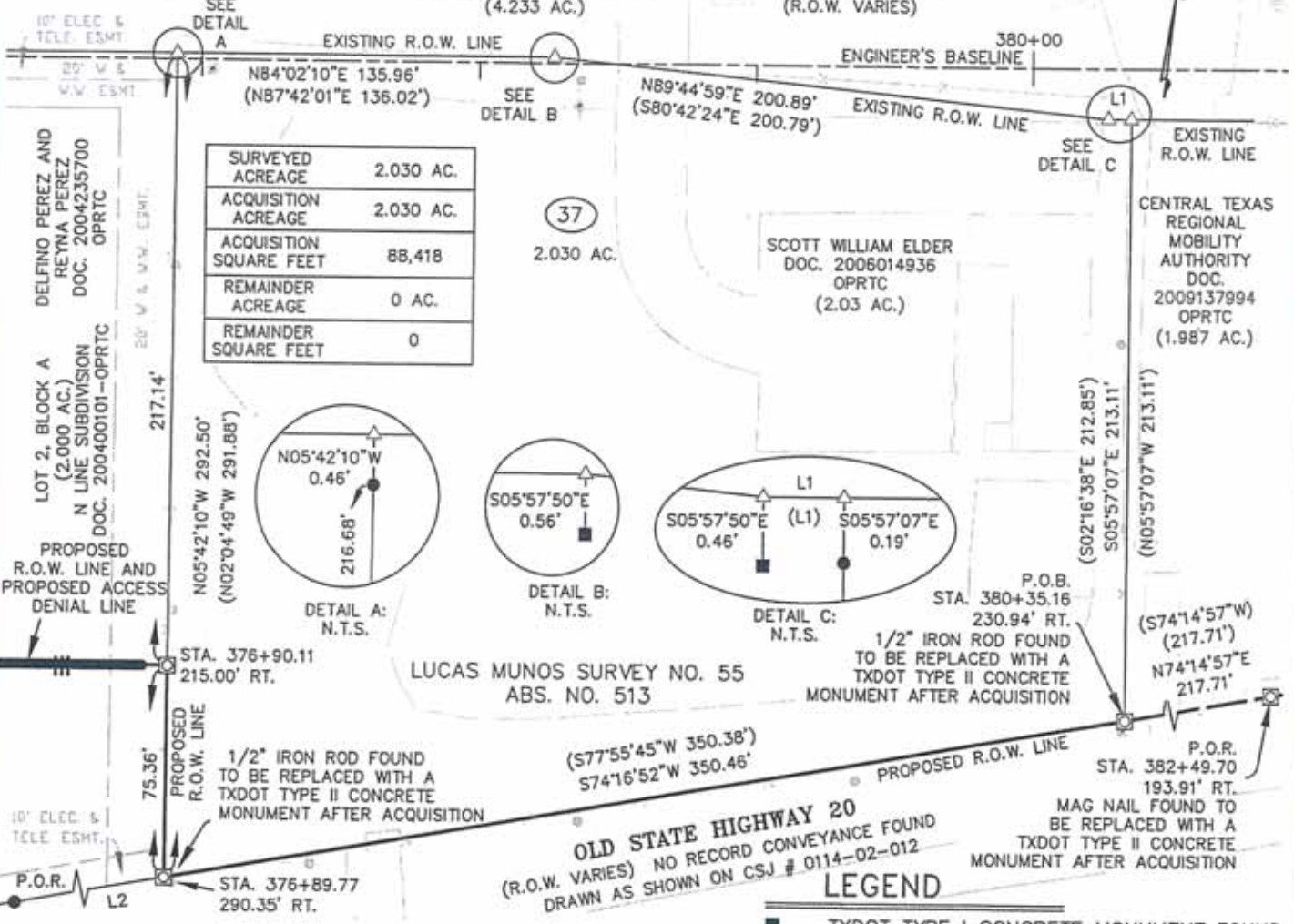


12/03/10
REV. 1

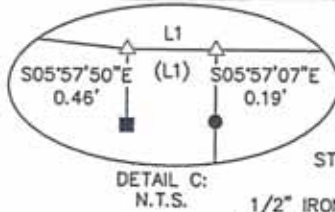
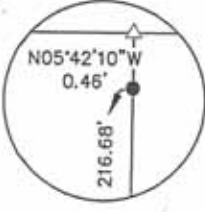
STATE OF TEXAS
VOL. 3057, PG. 1540-DRTC
VOL. 3122, PG. 1826-DRTC
(4.233 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)

SCALE: 1" = 60'



SURVEYED ACREAGE	2.030 AC.
ACQUISITION ACREAGE	2.030 AC.
ACQUISITION SQUARE FEET	88,418
REMAINDER ACREAGE	0 AC.
REMAINDER SQUARE FEET	0



LUCAS MUNOS SURVEY NO. 55
ABS. NO. 513

OLD STATE HIGHWAY 20
(R.O.W. VARIES) NO RECORD CONVEYANCE FOUND
DRAWN AS SHOWN ON CSJ # 0114-02-012

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



- 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".

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

12/03/10

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

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 2.030 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.03 AC. IN A DEED TO SCOTT WILLIAM ELDER, OF RECORD IN DOCUMENT 2006014936, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 37
PAGE 4 OF 4

FINAL CLOSURE PARCEL 37 US HIGHWAY 290

PARCEL 37 - SKETCH MAPCHECK

North: 10092862.9684 East: 3148478.4087
Course: S 74-16-52 W Distance: 350.46000
North: 10092768.0225 East: 3148141.0550
Course: N 05-42-10 W Distance: 292.50000
North: 10093059.0748 East: 3148111.9899
Course: N 84-02-10 E Distance: 135.96000
North: 10093073.2013 East: 3148247.2140
Course: N 89-44-59 E Distance: 200.89000
North: 10093074.0788 East: 3148448.1021
Course: N 84-02-10 E Distance: 8.25000
North: 10093074.9360 East: 3148456.3074
Course: S 05-57-07 E Distance: 213.11000
North: 10092862.9749 East: 3148478.4057

Perimeter: 1201.17000

Area: 88417.81329 2.02979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.007136 Course: S 24-27-48 E
Precision 1: 168318.86

PARCEL 37 - STRIPMAP MAPCHECK

North: 10088336.8983 East: 3148211.3742
Course: S 74-16-52 W Distance: 350.46000
North: 10088241.9525 East: 3147874.0205
Course: N 05-42-10 W Distance: 292.50000
North: 10088533.0048 East: 3147844.9554
Course: N 84-02-10 E Distance: 135.96000
North: 10088547.1313 East: 3147980.1795
Course: N 89-44-59 E Distance: 200.89000
North: 10088548.0088 East: 3148181.0676
Course: N 84-02-10 E Distance: 8.25000
North: 10088548.8660 East: 3148189.2729
Course: S 05-57-07 E Distance: 213.11000
North: 10088336.9048 East: 3148211.3712

Perimeter: 1201.17000

Area: 88417.81329 2.02979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.007136 Course: S 24-27-48 E
Precision 1: 168318.86

FINAL CLOSURE PARCEL 37 US HIGHWAY 290

PARCEL 37 - DESCRIPTION MAPCHECK

North: 10094579.5966 East: 3166649.7913

Course: S 74-16-52 W	Distance: 350.46000
North: 10094484.6508	East: 3166312.4376
Course: N 05-42-10 W	Distance: 75.36000
North: 10094559.6378	East: 3166304.9492
Course: N 05-42-10 W	Distance: 217.14000
North: 10094775.7031	East: 3166283.3724
Course: N 84-02-10 E	Distance: 135.96000
North: 10094789.8296	East: 3166418.5966
Course: N 89-44-59 E	Distance: 200.89000
North: 10094790.7071	East: 3166619.4847
Course: N 84-02-10 E	Distance: 8.25000
North: 10094791.5643	East: 3166627.6900
Course: S 05-57-07 E	Distance: 213.11000
North: 10094579.6031	East: 3166649.7883

Perimeter: 1201.17000

Area: 88417.81329	2.02979 acres
Error of Closure: 0.007136	Course: S 24-27-48 E
Precision 1: 168318.86	

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

RESOLUTION NO. 11-113

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 50 (Parts 1 & 2))**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has 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 1.837 acre parcel of real estate and a 0.37 acre drainage easement described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Robert Hurst Rental Company, (the "Owner"), located at 9741 US Hwy 290E in Travis County, 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, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; 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, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement,

subject to approval of the purchase contract by the Board of Directors of the CTRMA;
and

BE IT FURTHER RESOLVED that the Executive Director is specifically authorized to negotiate and execute, if possible, a possession and use agreement in such form as is acceptable to the Executive Director and for consideration in an amount not to exceed ninety percent (90%) of the purchase price set forth in the official written offer to purchase the Subject Property previously transmitted to the Owner; and

BE IT FURTHER RESOLVED that the Executive Director is specifically authorized to negotiate and execute, if possible, a purchase contract for consideration in an amount not to exceed the purchase price set forth in the official written offer to purchase the Subject Property previously transmitted to the Owner; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-113
Date Passed: 07/28/11

Exhibit "A" to Resolution 11-113
Description of Parcel 50 (Parts 1 & 2)

EXHIBIT ____

County: Travis
Parcel No.: 50A
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 50A

DESCRIPTION OF 1.496 ACRES (65,144 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 3.65 ACRES (TRACT ONE) IN A DEED TO ROBERT HURST RENTAL COMPANY, OF RECORD IN VOLUME 5697, PAGE 2338, DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.496 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, being the beginning of this Access Denial Line, 230.00 feet right of Engineer's Baseline Station 426+91.32, at the southeast corner of the herein described tract, same being in the east line of said Hurst Tract One, and the west line of that certain tract of land described as 0.501 of one acre in a deed to Daniel Perez, of record in Document 2002081840, Official Public Records, Travis County, Texas, from which point a 3/4" iron rod found at the south corner of said Hurst Tract One, and the southwest corner of that certain tract of land described as 2.50 acres in a deed for fifty-one percent to Robert Hurst and forty-nine percent to Janet Lockwood, of record in Document 2011063361, Official Public Records, Travis County, Texas, same being at an angle point in the north 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 S10°54'43"E 489.96 feet;

- 1) THENCE, with said Access Denial Line, with the south line of this tract and the proposed south ROW line of U.S. Highway 290, crossing said Hurst Tract One, S71°25'55"W 137.09 feet to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the end of said Access Denial Line, 230.00 feet right of Engineer's Baseline Station 425+54.22;

EXHIBIT ____

- 2) THENCE, **S71°25'55"W 271.48 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, 230.00 feet right of Engineer's Baseline Station 422+82.75, at the southwest corner of this tract, same being in the southwest line of said Hurst Tract One, and the northeast line of that certain tract of land described as 17.772 acres in a deed to David Rodewald, of record in Document No. 2005111754, Official Public Records, Travis County, Texas, from which point a non TxDOT concrete monument found in the southeast line of said Rodewald tract, and the northwest line of said Smith tract, bears S56°56'44"E 285.70 feet and S16°03'40"W 22.25 feet;
- 3) THENCE, with the southwest line of this tract and said Hurst Tract One, and the northeast line of said Rodewald tract, continuing with the northeast line of that tract described as 9.00 acres in a deed to River City Rolloffs, Inc., of record in Document No. 2005111755, Official Public Records, Travis County, Texas, **N56°56'44"W 117.80 feet** to a calculated point at the west corner of this tract and said Hurst Tract One, and the northeast corner of said River City Rolloffs 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 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas;
- 4) THENCE, with the north line of this tract and said Hurst Tract One, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, **N71°23'48"E 29.69 feet** to a TxDOT Type I concrete monument found at an angle point in the north line of this tract and said Hurst Tract One, and at an angle point in the existing south ROW line of U.S. Highway 290, same being the southeast corner of said 1.733 acre State of Texas tract;
- 5) THENCE, continuing with the north line of this tract and said Hurst Tract One, the existing south ROW line of U.S. Highway 290, and the east line of said 1.733 acre State of Texas tract, **N18°24'06"W 50.00 feet** to a TxDOT Type I concrete monument found at the northwest corner of this tract and said Hurst Tract One, and the northeast corner of said 1.733 acre State of Texas tract, and being an angle point in the existing south ROW line of U.S. Highway 290, same being in 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;
- 6) THENCE, continuing with the north line of this tract and said Hurst Tract One, the existing south ROW line of U.S. Highway 290, and the south line of said 8.421 acre

EXHIBIT ____

State of Texas tract, **N71°23'48"E 471.05 feet** to a calculated point at the northeast corner of this tract and said Hurst Tract One, same being the northwest corner of said Perez tract;

- 7) THENCE, with the east line of this tract and said Hurst Tract One, and the west line of said Perez tract, **S10°54'43"E**, at 0.39 feet passing a 1" iron pipe found, in all a total distance of **143.94 feet** to the POINT OF BEGINNING and containing 1.496 acres 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 WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE EXISTING RIGHT-OF-WAY LINE WITHIN THE LIMITS OF THE PROPOSED "ACCESS DENIAL LINE" AS DESCRIBED HEREIN, BEING A PORTION OF THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE ABUTTING PROPERTY.

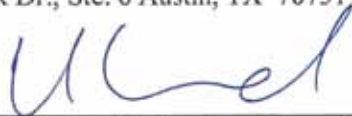
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 8th day of June, 2011 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 P50A
Issued 06/08/2011

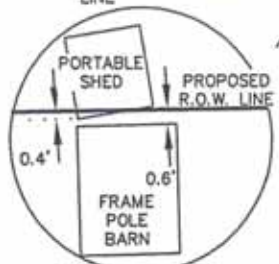
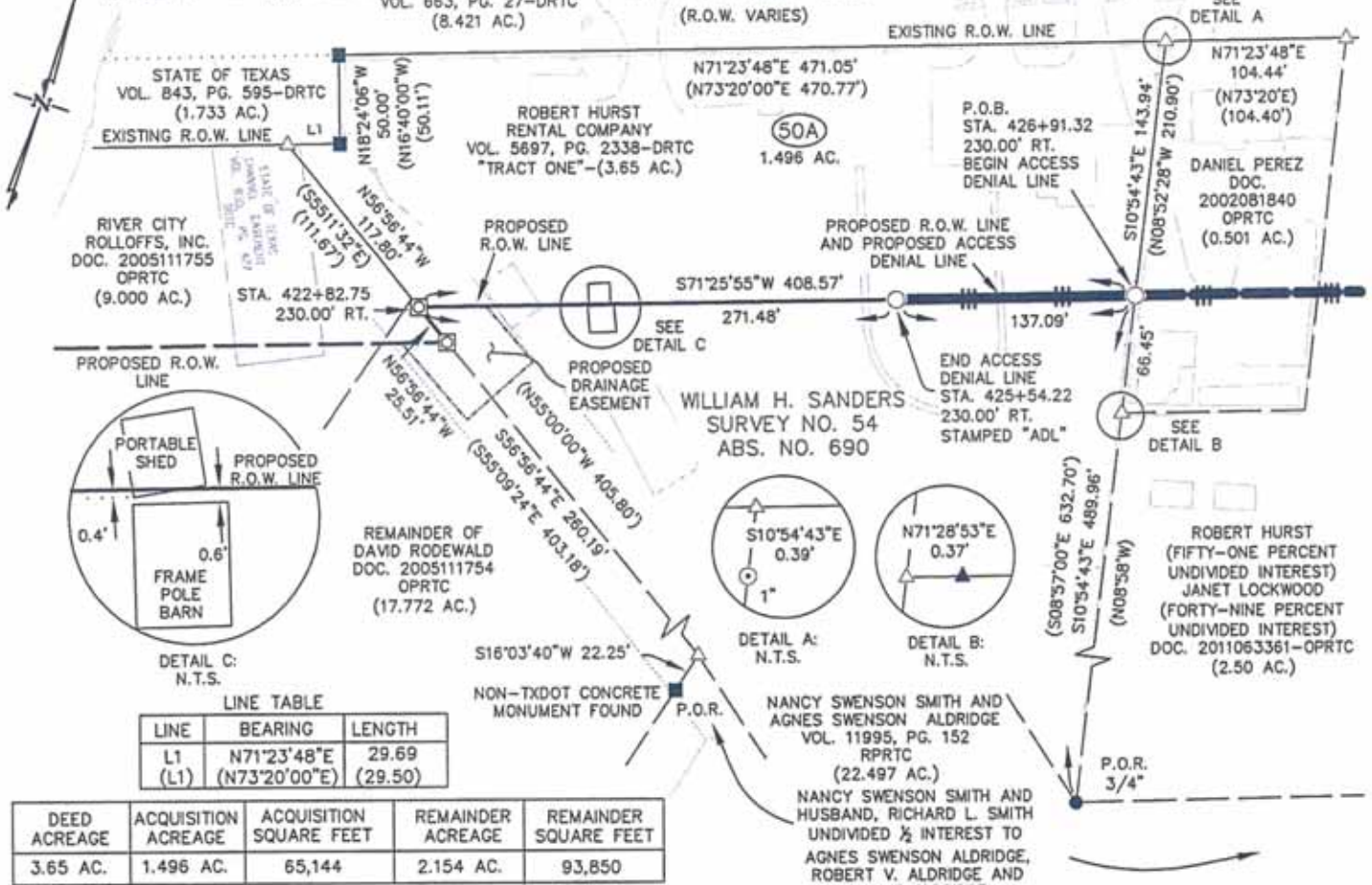


"EXHIBIT ___"



SCALE: 1" = 100'

STATE OF TEXAS VOL. 663, PG. 27-DRTC (8.421 AC.) U.S. HIGHWAY 290 (R.O.W. VARIES)



DETAIL C: N.T.S.

LINE TABLE

LINE	BEARING	LENGTH
L1	N71°23'48"E	29.69
(L1)	(N73°20'00"E)	(29.50)

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
3.65 AC.	1.496 AC.	65,144	2.154 AC.	93,850

- NOTES:
- 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.
 - SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - ACCESS WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AND THE PROPOSED "ACCESS DENIAL LINE" AS SHOWN HEREON, BEING THE ENTIRE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

06/08/2011

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

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



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 1.496 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 3.65 AC. (TRACT ONE) IN A DEED TO ROBERT HURST RENTAL COMPANY, OF RECORD IN VOLUME 5697, PAGE 2338, DEED RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 50A
PAGE 4 OF 4

FINAL CLOSURE PARCEL 50A US HIGHWAY 290

PARCEL 50A – SKETCH MAPCHECK

North: 10093973.2388 East: 3155687.7234
Course: S 71-25-55 W Distance: 408.57000
North: 10093843.1375 East: 3155300.4210
Course: N 56-56-44 W Distance: 117.80000
North: 10093907.3899 East: 3155201.6867
Course: N 71-23-48 E Distance: 29.69000
North: 10093916.8614 East: 3155229.8253
Course: N 18-24-06 W Distance: 50.00000
North: 10093964.3047 East: 3155214.0415
Course: N 71-23-48 E Distance: 471.05000
North: 10094114.5765 East: 3155660.4791
Course: S 10-54-43 E Distance: 143.94000
North: 10093973.2390 East: 3155687.7269

Perimeter: 1221.05000

Area: 65144.11448 1.49550 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.003580 Course: S 86-34-23 W

Press any key for more...

Precision 1: 341037.07

PARCEL 50A – STRIPMAP MAPCHECK

North: 10092855.1351 East: 3156364.5186
Course: S 71-25-55 W Distance: 408.57000
North: 10092725.0338 East: 3155977.2162
Course: N 56-56-44 W Distance: 117.80000
North: 10092789.2862 East: 3155878.4818
Course: N 71-23-48 E Distance: 29.69000
North: 10092798.7577 East: 3155906.6205
Course: N 18-24-06 W Distance: 50.00000
North: 10092846.2010 East: 3155890.8367
Course: N 71-23-48 E Distance: 471.05000
North: 10092996.4728 East: 3156337.2743
Course: S 10-54-43 E Distance: 143.94000
North: 10092855.1353 East: 3156364.5221

Perimeter: 1221.05000

Area: 65144.11448 1.49550 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.003580 Course: S 86-34-23 W

Precision 1: 341037.07

PARCEL 50A– DESCRIPTION MAPCHECK

North: 10093500.7202 East: 3156147.1321
Course: S 71-25-55 W Distance: 408.57000
North: 10093370.6189 East: 3155759.8298

**FINAL CLOSURE PARCEL 50A
US HIGHWAY 290**

PARCEL 50A- DESCRIPTION MAPCHECK

Course: N 56-56-44 W Distance: 117.80000
North: 10093434.8712 East: 3155661.0954
Course: N 71-23-48 E Distance: 29.69000
North: 10093444.3428 East: 3155689.2341
Course: N 18-24-06 W Distance: 50.00000
North: 10093491.7861 East: 3155673.4503
Course: N 71-23-48 E Distance: 471.05000
North: 10093642.0579 East: 3156119.8878
Course: S 10-54-43 E Distance: 143.94000
North: 10093500.7204 East: 3156147.1357

Perimeter: 1221.05000

Area: 65144.11448 1.49550 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.003580 Course: S 86-34-23 W
Precision 1: 341037.07

EXHIBIT _____

County: Travis
Parcel No.: 50A(E)
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 50A(E)

DESCRIPTION OF 0.037 ACRES (1,631 SQUARE FEET) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, AND OUT OF THAT TRACT DESCRIBED AS 3.65 ACRES, TRACT ONE, IN A DEED TO ROBERT HURST RENTAL COMPANY, OF RECORD IN VOLUME 5697, PAGE 2338, DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.037 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, 230.00 feet right of Engineer's Baseline Station 423+21.10 at the northeast corner of this tract, same being in the proposed south right-of-way (ROW) line of U.S. Highway 290;

THENCE, with the northeast and southeast lines of this tract, crossing said Hurst tract, the following two (2) courses, numbered 1 and 2;

- 1) **S58°34'05"E 41.11 feet** to a 1/2" iron rod set with a TxDOT aluminum cap at the east corner of this tract; and
- 2) **S31°25'55"W 31.24 feet** to a 1/2" iron rod set at the south corner of this tract, same being in the southwest line of said Hurst tract and the northeast line of that tract described as 17.772 acres in a deed to David Rodewald, of record in Document 2005111754, Official Public Records, Travis County, Texas, from which point a non-TxDOT concrete monument found in the southeast line of said Rodewald tract bears **S56°56'44"E 203.23 feet** and **S16°03'40"W 22.25 feet**;
- 3) THENCE, with the southwest line of this tract and said Hurst Tract, and the northeast line of said Rodewald tract, **N56°56'44"W**, passing at 40.27 feet a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT concrete monument to be set after acquisition in the proposed south ROW line of U.S. 290 and continuing 25.51 feet with the proposed south ROW line of U.S. Highway 290 for a total distance of

EXHIBIT ____

65.78 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT concrete monument to be set after acquisition, 230.00 feet right of Engineer's Baseline Station 422+82.75 for the northwest corner of this tract;

- 4) THENCE, with the north line of this tract and the proposed south ROW line of U.S Highway 290, crossing said Hurst tract, **N71°25'55"E 38.35 feet** to the POINT OF BEGINNING and containing 0.037 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.

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 8th day of June, 2011 A.D.

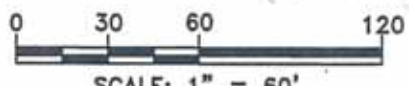
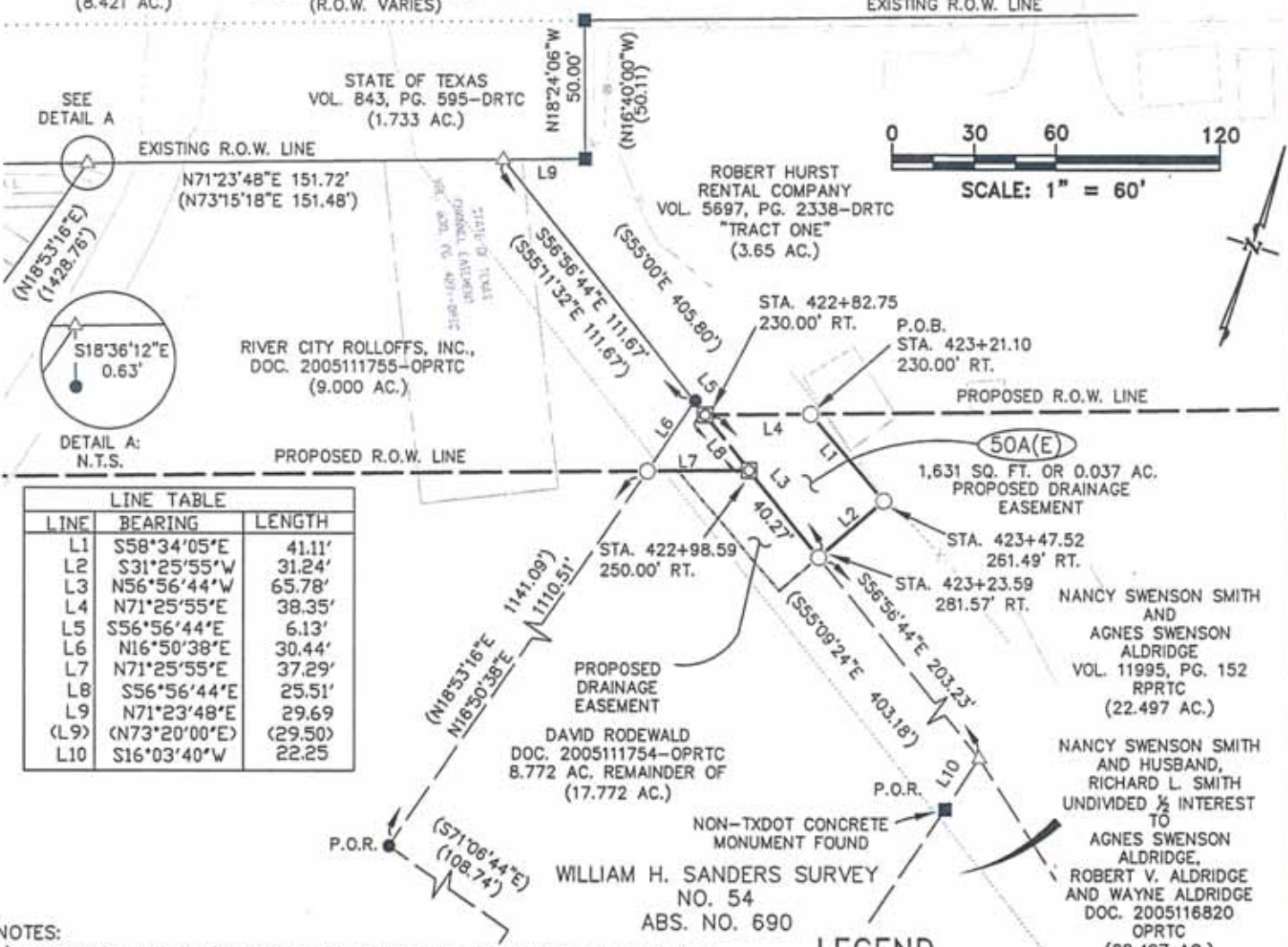
SURVEYED BY:

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 P50A(E)
Issued 06/08/2011



LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°34'05"E	41.11'
L2	S31°25'55"W	31.24'
L3	N56°56'44"W	65.78'
L4	N71°25'55"E	38.35'
L5	S56°56'44"E	6.13'
L6	N16°50'38"E	30.44'
L7	N71°25'55"E	37.29'
L8	S56°56'44"E	25.51'
L9	N71°23'48"E	29.69'
(L9)	(N73°20'00"E)	(29.50)'
L10	S16°03'40"W	22.25'

- 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 AND 2 OF 3 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".

- 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 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

06/08/2011

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



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.037 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS 3.65 AC., TRACT ONE, IN A DEED TO ROBERT HURST RENTAL COMPANY, OF RECORD IN VOL. 5697, PG. 2338, DEED RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 50A(E)
PAGE 3 OF 3

**FINAL CLOSURE PARCEL 50A(E)
US HIGHWAY 290**

PARCEL 50A(E) - SKETCH MAPCHECK

North: 10095918.8619 East: 3154953.4530
Course: S 58-34-05 E Distance: 41.11000
North: 10095897.4236 East: 3154988.5306
Course: S 31-25-55 W Distance: 31.24000
North: 10095870.7678 East: 3154972.2394
Course: N 56-56-44 W Distance: 65.78000
North: 10095906.6465 East: 3154917.1057
Course: N 71-25-55 E Distance: 38.35000
North: 10095918.8583 East: 3154953.4594

Perimeter: 176.48000

Area: 1630.82296 0.03744 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.007284 Course: N 61-01-03 W
Precision 1: 24226.94

PARCEL 50A(E) - STRIPMAP MAPCHECK

North: 10095935.9668 East: 3155172.7161
Course: S 58-34-05 E Distance: 41.11000
North: 10095914.5285 East: 3155207.7936
Course: S 31-25-55 W Distance: 31.24000
North: 10095887.8727 East: 3155191.5024
Course: N 56-56-44 W Distance: 65.78000
North: 10095923.7514 East: 3155136.3687
Course: N 71-25-55 E Distance: 38.35000
North: 10095935.9632 East: 3155172.7225

Perimeter: 176.48000

Area: 1630.82296 0.03744 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.007284 Course: N 61-01-03 W
Precision 1: 24226.94

PARCEL 50A(E) - DESCRIPTION MAPCHECK

North: 10095852.2185 East: 3155235.7113
Course: S 58-34-05 E Distance: 41.11000
North: 10095830.7802 East: 3155270.7888
Course: S 31-25-55 W Distance: 31.24000
North: 10095804.1243 East: 3155254.4976
Course: N 56-56-44 W Distance: 65.78000
North: 10095840.0031 East: 3155199.3639
Course: N 71-25-55 E Distance: 38.35000
North: 10095852.2149 East: 3155235.7177

Perimeter: 176.48000

Area: 1630.82296 0.03744 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.007284 Course: N 61-01-03 W
Precision 1: 24226.94

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

RESOLUTION NO. 11-114

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 50B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (“CTRMA”) has 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 0.341 acre parcel of real estate described by metes and bounds in Exhibit “A” to this Resolution (the “Subject Property”), owned by Robert Hurst and Janet Lockwood, (the “Owner”), located at 9741 US Hwy 290E in Travis County, 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, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; 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, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to acquire the Subject Property and all leasehold interests in the Subject Property for the Project by agreement, subject to approval of the purchase contract by the Board of Directors of the CTRMA; and

BE IT FURTHER RESOLVED that the Executive Director is specifically authorized to negotiate and execute, if possible, a possession and use agreement in such form as is acceptable to the Executive Director and for consideration in an amount not to exceed ninety percent (90%) of the purchase price set forth in the official written offer to purchase the Subject Property previously transmitted to the Owner; and

BE IT FURTHER RESOLVED that the Executive Director is specifically authorized to negotiate and execute, if possible, a purchase contract for consideration in an amount not to exceed the purchase price set forth in the official written offer to purchase the Subject Property previously transmitted to the Owner; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Subject Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the property interests for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by, the Subject Property, the Subject Property described in the attached Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-114
Date Passed: 07/28/11

Exhibit "A" to Resolution 11-114

Description of Parcel 50B

EXHIBIT _____

County: Travis
Parcel No.: 50B
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 50B

DESCRIPTION OF 0.341 OF ONE ACRE (14,864 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 2.50 ACRES IN A DEED OF FIFTY-ONE PERCENT UNDIVIDED INTEREST TO ROBERT HURST AND FORTY-NINE PERCENT UNDIVIDED INTEREST TO JANET LOCKWOOD, OF RECORD IN DOCUMENT 2011063361, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.341 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 in the proposed south right-of-way (ROW) line of U.S. Highway 290, being the beginning of this Access Denial Line, 230.00 feet right of Engineer's Baseline Station 428+99.94, at the southeast corner of the herein described tract, same being in the east line of said Hurst and Lockwood tract, and the west 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, from which point a 1/2" iron rod found at the southeast corner of said Hurst and Lockwood tract, and at an interior ell corner of said Smith tract bears S10°52'58"E 488.41 feet, and from which point of beginning a 3/4" iron rod found at the southwest corner of said Hurst and Lockwood tract, being at an angle point in a north line of said Smith tract bears S10°52'58"E 488.41 feet and S70°59'59"W 208.59 feet;

- 1) THENCE, along said Access Denial Line, with the south line of this tract and the proposed south ROW line of U.S. Highway 290, crossing said Hurst and Lockwood tract, S71°25'55"W 103.98 feet to a 1/2" iron rod set with a TxDOT aluminum cap, at the end of said Access Denial Line, 230.00 feet right of Engineer's Baseline Station 427+95.96, at the southwest corner of this tract, same being in the west line of said

EXHIBIT _____

Hurst and Lockwood tract, and the east line of that certain tract of land described as 0.501 of one acre of land in a deed to Daniel Perez, of record in Document 2002081840, Official Public Records, Travis County, Texas;

- 2) THENCE, with the west line of this tract, and said Hurst and Lockwood tract, and the east line of said Perez tract, **N10°59'35"W**, at 143.82 passing a 1/2" iron rod found, in all a total distance of **143.98 feet** to a calculated point at the northwest corner of this tract, and said Hurst and Lockwood tract, and the northeast corner of said Perez 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;
- 3) THENCE, with the north line of this tract, and said Hurst and Lockwood 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°23'48"E 104.27 feet** to a calculated point at the northeast corner of this tract, and said Hurst and Lockwood tract, and the northwest corner of said Smith tract, from which point a 1" iron pipe found bears **N10°52'58"W 0.26 feet**;
- 4) THENCE, with the east line of this tract, and said Hurst and Lockwood tract, and the west line of said Smith tract **S10°52'58"E**, passing at 141.42 feet a 1/2" iron rod set with a TxDOT aluminum cap, 227.36 feet right of Engineer's Baseline Station 429+00.30, in all a total distance of **144.08 feet** to the POINT OF BEGINNING and containing 0.341 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 WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE EXISTING RIGHT-OF-WAY LINE WITHIN THE LIMITS OF THE PROPOSED "ACCESS DENIAL LINE" AS DESCRIBED HEREIN, BEING A PORTION OF THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE ABUTTING PROPERTY.

EXHIBIT ____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

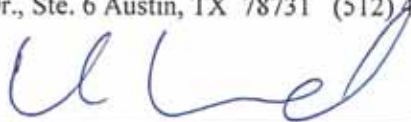
KNOW ALL MEN BY THESE PRESENTS:

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 8th day of June, 2011 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

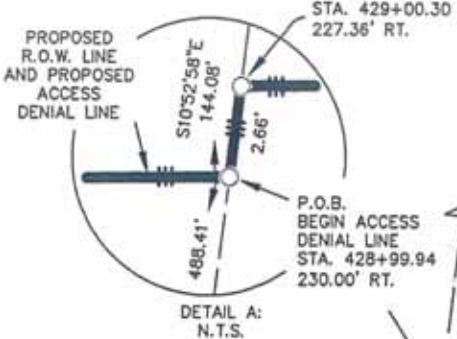
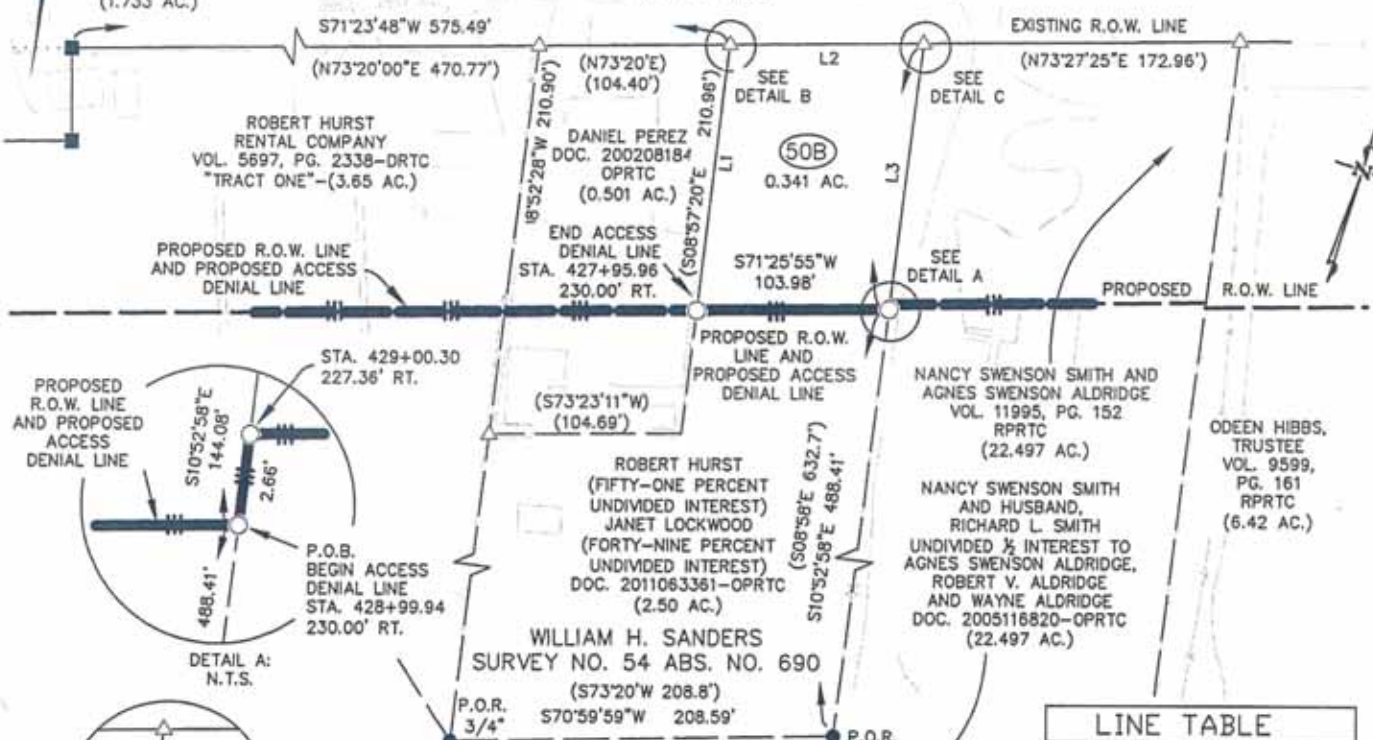
Note: There is a plat to accompany this description. US 290 P50B
Issued 06/08/2011

STATE OF TEXAS
VOL. 843, PG. 595
DRTC
(1.733 AC.)

STATE OF TEXAS
VOL. 663, PG. 27-DRTC
(8.421 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)

SCALE: 1" = 100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°59'35\"W	143.98
L2	N71°23'48\"E	104.27
(L2)	(N73°20\"E)	(104.28)
L3	S10°52'58\"E	144.08

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
2.50 AC.	0.341 AC.	14,864	2.159 AC.	94,036

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 WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AND THE PROPOSED "ACCESS DENIAL LINE" AS SHOWN HEREON, BEING THE ENTIRE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ADJUTING PROPERTY.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

06/08/2011

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

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



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.341 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 2.50 AC. IN A DEED TO ROBERT HURST AND JANET LOCKWOOD OF RECORD IN DOC. NO. 2011063361, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 50B
PAGE 4 OF 4

**FINAL CLOSURE PARCEL 50B
US HIGHWAY 290**

PARCEL 50B – SKETCH MAPCHECK

North: 10095598.9801 East: 3155427.7486
Course: S 71-25-55 W Distance: 103.98000
North: 10095565.8697 East: 3155329.1811
Course: N 10-59-35 W Distance: 143.98000
North: 10095707.2077 East: 3155301.7256
Course: N 71-23-48 E Distance: 104.27000
North: 10095740.4713 East: 3155400.5475
Course: S 10-52-58 E Distance: 144.08000
North: 10095598.9825 East: 3155427.7498

Perimeter: 496.31000

Area: 14863.93277 0.34123 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.002712 Course: S 27-08-02 W
Precision 1: 183007.58

PARCEL 50B – STRIPMAP MAPCHECK

North: 10095506.1382 East: 3156029.4433
Course: S 71-25-55 W Distance: 103.98000
North: 10095473.0278 East: 3155930.8759
Course: N 10-59-35 W Distance: 143.98000
North: 10095614.3658 East: 3155903.4204
Course: N 71-23-48 E Distance: 104.27000
North: 10095647.6294 East: 3156002.2422
Course: S 10-52-58 E Distance: 144.08000
North: 10095506.1406 East: 3156029.4446

Perimeter: 496.31000

Area: 14863.93277 0.34123 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.002712 Course: S 27-08-02 W
Precision 1: 183007.58

PARCEL 50B – DESCRIPTION MAPCHECK

North: 10095787.7079 East: 3156114.7469
Course: S 71-25-55 W Distance: 103.98000
North: 10095754.5975 East: 3156016.1795
Course: N 10-59-35 W Distance: 143.98000
North: 10095895.9355 East: 3155988.7239
Course: N 71-23-48 E Distance: 104.27000
North: 10095929.1991 East: 3156087.5458
Course: S 10-52-58 E Distance: 144.08000
North: 10095787.7103 East: 3156114.7482

Perimeter: 496.31000

**FINAL CLOSURE PARCEL 50B
US HIGHWAY 290**

PARCEL 50B – DESCRIPTION MAPCHECK (cont.)

Area: 14863.93277	0.34123 acres
Mathematical Closure - (Uses Survey Units)	
Error of Closure: 0.002712	Course: S 27-08-02 W
Precision 1: 183007.58	