

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

RESOLUTION NO. 10-70

**PBS&J GEC Supplemental No. 2 to Work Authorization No. 1 for
GEC Oversight of Segments 1A, 2 and 3 of the 290 East Toll Project**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 09-53, dated August 26, 2009, following the issuance of a Request for Qualifications and evaluation of responses thereto in accordance with the CTRMA’s procurement policies, the Board of Directors directed staff to enter into negotiations and finalize a General Engineering Consultant Services Agreement (the “GEC Agreement”) with Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) (“PBS&J”); and

WHEREAS, effective December 31, 2009, the CTRMA executed the GEC Agreement with PBS&J; and

WHEREAS, attached hereto and incorporated herein as Attachment “A” is Supplemental Agreement No. 2 to Work Authorization No. 1 to the GEC Agreement (“Supplemental Agreement No. 1”) which sets forth a Scope of Services for additional GEC services to be provided by PBS&J relating to Segments 1A, 2 and 3 of the 290 East Toll Project, including right-of-way acquisition, right-of-way maps, document preparation, and support for these two activities; and; and

WHEREAS, it is necessary that the Board of Directors approve Supplemental Agreement No. 2 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts and approves Supplemental Agreement No. 2 and the related Scope of Services in substantially the form attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that Supplemental Agreement No. 2 and the related Scope of Services may be finalized and executed by the Executive Director on behalf of the CTRMA and that Supplemental Agreement No. 2 may be amended from time to time by written amendment as deemed necessary the Board of Directors.

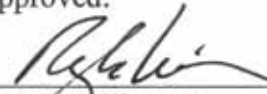
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

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 10-70
Date Passed 07/28/10

ATTACHMENT "A"
TO
RESOLUTION 10-70

**PBS&J GEC Supplemental No. 2 to Work Authorization No. 1 for
GEC Oversight of Segments 1A, 2 and 3 of the 290 East Toll Project**

EXHIBIT D
WORK AUTHORIZATION

**Supplemental Work Authorization No. 2 to
Work Authorization No. 1**

This Supplemental Work Authorization is made as of this 28th day of July, 2010, 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 **Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J)** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*290E Turnpike Project
Services related to Segment 1A and Segments 2 & 3*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

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

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by the GEC

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 within eighteen (18) months from the date this Supplemental Work Authorization becomes effective. This Supplemental 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 \$1,418,530.00, based on Attachment B -Fee Estimate. Compensation shall be in accordance with the Agreement.

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:

Please reference Attachment A – Services to be Provided by the GEC

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.

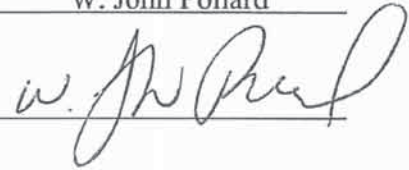
Authority: Central Texas Regional Mobility
Authority

GEC: PBS&J

By: Mike Heiligenstein

By: W. John Pollard

Signature: _____

Signature: 

Title: Executive Director

Title: Vice President

Date: _____

Date: 07-20-10

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO
WORK AUTHORIZATION NO. 1
PBS&J**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

GENERAL

The services to be performed by the GEC will include, but not be limited to, those services required to assist the Central Texas Regional Mobility Authority (the Authority) in ROW Acquisition, ROW Maps and Document Preparation and support for these two activities.

The tasks in this scope of services will not be performed or the funds utilized until directed by the Authority.

1.0 290E TURNPIKE PROJECT – SEGMENTS 2 & 3 SERVICES:

1.1 Final Design Services [Code 13310]

1.1.1 Right-of-Way Maps & Document Revisions

1.1.1.1 Revise existing Plats, Descriptions and Right-of-Way Maps to address an alignment change for the following Parcels:

Parcels: 13 (AC), 31, 32, 34, 35, 36A, 36B, 37, 38, 39, 44 Part 1 & Part 2, 44 (AC), 45, 51, 53, 54, 55, 56, 59, 61

1.1.1.2 Revise existing Plats, Descriptions and Right-of-Way Maps to address a configuration change for the following Parcels:

Parcels: 40, 42, 44 Part 3, 46, 47A, 47B, 48, 49, 50 Part 1 & Part 2, 57, 58, 60

1.1.1.3 Revise Parcel 33 (AC) Plat, Description and Right-of-Way Map to address a change in ownership.

1.1.1.4 Create five new Parcels.

1.1.1.5 Remove Parcel 103 from the existing Right-of-Way Map.

1.1.1.6 Add the section of existing Right-of-Way acquired as part of the SH 130 Project to the existing US 290 Right-of-Way Map.

1.1.2 Perform review and provide oversight of updated Maps & Documents

1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]

1.2.1 Appraisals

1.2.1.1 Review completed right-of-way maps and documents to ensure all necessary information is provided prior to initiating acquisition efforts.

1.2.1.2 Obtain title reports for parcels to be acquired; the title reports will be preliminarily reviewed for accuracy, ownership verification, to determination if there are any existing liens or encumbrances which may prohibit the owner from conveying clear title.

1.2.1.3 Conduct appraisals to determine the fair market value of the property to be acquired; appraisals will contain sufficient documentation, including

valuation data and the appraiser's analysis of that data, to support his or her opinion of value.

- 1.2.1.4 Conduct review appraisals to confirm that the appraisal has been completed in accordance with defined specifications/procedures and follows accepted appraisal principles/techniques; contains information and consideration of all compensable items, damages, and benefits; and includes written approval of the fair market value contained in the appraisal.
- 1.2.1.5 Conduct environmental site assessments, prior to acquisition of real property, on certain parcels to determine the potential of, and extent of liability for hazardous substances or other environmental remediation or injury. This includes a determination of the absence or presence of hazardous substances, as well as conditions that indicate an existing or past release.
- 1.2.1.6 Provide exhibits for illustration of comparable properties for disputing appraisal differences.
- 1.2.2 Negotiations / voluntary settlement
 - 1.2.2.1 Provide written notification, consistent with Federal regulations, to effected property owners stating the Authority's intent to acquire right-of-way; this correspondence will also inform the affected property owners of the basic protections provided to them by law.
 - 1.2.2.2 Develop offer letter and participate in a meeting with the affected property owner to present the offer.
 - 1.2.2.3 Participate in negotiations with the affected property owner; documentation of ALL negotiations will be maintained in writing in a negotiators log.
 - 1.2.2.4 In the event that negotiations result in a voluntary settlement acceptable to both parties, assemble a closing package containing all documents necessary to timely process the acquisition and relocations checks necessary for closing.
 - 1.2.2.5 Provide support for ROW Subcommittee Meetings
 - 1.2.2.6 Provide support for CTRMA Board Meetings
- 1.2.3 Relocation Assistance Services
 - 1.2.3.1 Conduct determination of relocation benefits, consistent with the Uniform Relocation Act, for both residential and business relocations.
- 1.2.4 Right of Way status Tracking
 - 1.2.4.1 Track status of Appraisals, Offers, Counter Offers, Condemnation, property management services and relocation assistance in both dollars and schedule.

1.3 Property Management Services [Code 13440]

- 1.3.1 Provide procurement support to select a pool of qualified contractors / companies to provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.

- 1.3.2 Provide contracting support to assist the Authority in executing Agreements with a pool of qualified contractors/companies to provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.
- 1.3.3 Manage and oversee, on the Authority's behalf, a pool of qualified contractors / companies who will provide property management services including: environmental consulting for asbestos containing materials; asbestos abatement; demolition of improvements; and removal of underground petroleum storage tank systems.

1.4 Right-of-Way Litigation / Condemnation Services [Code 13450]

- 1.4.1 Litigation Support
 - 1.4.1.1 In the event that negotiations do NOT result in a voluntary settlement acceptable to both parties, a condemnation package will be assembled containing all documents necessary to initiate the eminent domain process.
 - 1.4.1.2 Provide Expert testimony and review in preparation for litigation. Includes development of exhibits copies, depositions, etc.
 - 1.4.1.3 Provide support for title and deed acquisition.
- 1.4.2 General attorney consultation for issues relating to project.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
PBS&J - Man-hour Breakdown & Fee Estimate
290E Corridor GEC Services

PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1

290E TURNPIKE PROJECT

<u>TASK</u>	<u>TOTAL</u>
1.0 - 290E Segments 2 & 3 Services	
1.1 Final Design Services [Code 13210]	\$ 124,935
1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]	\$ 895,280
1.3 Property Management Services [Code 13440]	\$ 206,270
1.4 Right-of-Way Litigation / Condemnation Services [Code 13450]	\$ 192,045
SUBTOTAL	\$ 1,418,530
	<hr/> TOTAL \$ 1,418,530

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

**PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1
 290E TURNPIKE PROJECT**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.0 - 290E Segments 2 & 3 Services	70.00	60.00	50.00	40.00	30.00	20.00	
1.1 Final Design Services [Code 13210]							
1.1.1 Right-of-Way Maps & Document Revisions	64	20	120	80	320	400	1004
1.1.1.2 Review and Oversight of Maps & Docs Development	4	40	40	48	24	64	220
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	68	60	160	128	344	464	1224
	5.56%	4.90%	13.07%	10.46%	28.10%	37.91%	
Labor Costs	\$ 4,760	\$ 3,600	\$ 8,000	\$ 5,120	\$ 10,320	\$ 9,280	\$ 41,080
Overhead Costs	\$ 1,6849	\$ 8,020	\$ 13,479	\$ 8,627	\$ 17,388	\$ 15,636	\$ 69,216
Profit	\$ 1,534	\$ 1,160	\$ 2,578	\$ 1,650	\$ 3,325	\$ 2,990	\$ 13,235
Total Loaded Labor	\$ 14,314	\$ 10,826	\$ 24,057	\$ 15,396	\$ 31,033	\$ 27,906	\$123,531

Direct Expenses	
Plotting and Reproduction	\$ 300
Mail and Deliveries	\$ 200
Misc Expenses	\$ 404
Travel and Field Expenses	\$ 500
Total Direct Expenses	\$ 1,404

Total \$ 124,935

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

**PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1
 290E TURNPIKE PROJECT**

1.0 - 290E Segments 2 & 3 Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.2 Right-of-Way Acquisition & Relocation Services [Code 13410]							
1.2.1 Appraisals	40	120	140	160	120	200	780
1.2.2 Negotiations / Voluntary Settlement	200	320	800	600	480	600	3000
1.2.3 Relocation Assistance	120	40	80	80	120	200	640
1.2.4 ROW Status Tracking (Time & \$)	80	80	120	120	160	120	680
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	440	560	1140	960	880	1120	5100
% Total by Classification	8.63%	10.98%	22.35%	18.82%	17.25%	21.96%	
Labor Costs	\$ 30,800	\$ 33,600	\$ 57,000	\$ 38,400	\$ 26,400	\$ 22,400	\$ 208,600
Overhead Costs	1.6849 \$ 51,895	\$ 56,613	\$ 96,039	\$ 64,700	\$ 44,481	\$ 37,742	\$ 351,470
Profit	12.0% \$ 9,923	\$ 10,826	\$ 18,365	\$ 12,372	\$ 8,506	\$ 7,217	\$ 67,208
Total Loaded Labor	\$ 92,618	\$ 101,038	\$ 171,404	\$ 115,472	\$ 79,387	\$ 67,359	\$627,279

Direct Expenses	
Plotting and Reproduction	\$ 1,000
Mail and Deliveries	\$ 266,500
Misc Expenses (Appraisals 41 @ \$6,500)	\$ 501
Travel and Field Expenses	\$ 268,001
Total Direct Expenses	\$ 895,280

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 PBS&J - Man-hour Breakdown & Fee Estimate
 290E Corridor GEC Services

**PBS&J SUPPLEMENTAL WORK AUTHORIZATION #2 TO WORK AUTHORIZATION #1
 290E TURNPIKE PROJECT**

1.0 - 290E Segments 2 & 3 Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	70.00 \$	60.00 \$	50.00 \$	40.00 \$	30.00 \$	20.00 \$	
1.3 Property Management Services [Code 13440]							
1.3.1 Procurement Support for Property Management Service Providers	0	0	0	0	0	0	0
1.3.2 Contract Management of Property Management Service Providers	24	120	80	40	80	40	384
1.3.3 Management of Property Management Service Providers	40	240	240	280	160	240	1200
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	64	360	320	320	240	280	1584
	4.04%	22.73%	20.20%	20.20%	15.15%	17.68%	
Labor Costs	\$ 4,480	\$ 21,600	\$ 16,000	\$ 12,800	\$ 7,200	\$ 5,600	\$ 67,680
Overhead Costs	\$ 1,6849	\$ 7,548	\$ 36,394	\$ 21,567	\$ 12,131	\$ 9,435	\$ 114,034
Profit	\$ 1,443	\$ 6,959	\$ 5,155	\$ 4,124	\$ 2,320	\$ 1,804	\$ 21,806
Total Loaded Labor	\$ 13,472	\$ 64,953	\$ 48,113	\$ 38,491	\$ 21,651	\$ 16,840	\$203,520

Direct Expenses	\$
Plotting and Reproduction	250
Mail and Deliveries	750
Misc Expenses	250
Travel and Field Expenses	1,500
Total Direct Expenses	\$ 2,750

Total \$ 206,270

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

RESOLUTION NO. 10-71

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, Section 370.033(f), Texas Transportation Code, as amended, authorizes a regional mobility authority to develop a project within its boundaries on behalf of the Texas Department of Transportation; and

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the US 290 East Turnpike Project (the "Project"); and

WHEREAS, Subchapter G of the Texas Transportation Code authorizes CTRMA to develop the Project through the use of a design/build comprehensive development agreement ("CDA"); and

WHEREAS, the CTRMA has adopted policies for the procurement of a CDA that conform to state law; and

WHEREAS, in accordance with those procurement policies and state law, on March 31, 2010, the Board of Directors authorized the issuance of a Request for Qualifications to solicit qualifications submittals from teams interested in pursuing the development of the Project through a CDA; and

WHEREAS, on June 13, 2010, staff issued a "Request for Qualifications for Development of the 290 East Toll Project Through A Design/Build Comprehensive Development Agreement" (the "RFQ"), with a response deadline of 4:00 p.m. on July 16, 2010; and

WHEREAS, the CTRMA received eight responses to the RFQ, each of which complied with and was responsive to the RFQ; and

WHEREAS, the Executive Director appointed an RFQ Evaluation Committee to evaluate, using the criteria and procedure set forth in the RFQ, the eight responses and to recommend a short-list of teams to participate in the detailed proposal phase of the CDA process; and

WHEREAS, pursuant to the RFQ and the CTRMA procurement policies, the Evaluation Committee analyzed and scored each proposal using the criteria and procedure set forth in the RFQ; and

WHEREAS, the RFQ Evaluation Committee has recommended to the Executive Director those teams best qualified to submit a detailed proposal for the Project in response to a request for detailed proposals ("RFDP") to be issued after a final RFDP is approved by the Board of Directors at a future meeting; and

WHEREAS, the Executive Director recommends to the Board of Directors that it approve the short-list of teams identified and recommended by the RFQ Evaluation Committee.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the short-list of teams recommended by the Executive Director, as identified and listed on Exhibit "A" to this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to proceed with preparing and releasing a draft RFDP for development of the Project through a design/build CDA to each of the short-listed teams for industry review and comment; and

BE IT FURTHER RESOLVED, following receipt and consideration comments on the draft RFDP, the Executive Director is authorized and directed to bring a final RFDP to the Board of Directors for its consideration and approval at a future meeting; and

BE IT FURTHER RESOLVED, that the CTRMA Board expresses its appreciation to all of the teams and members of the teams that submitted a response to the RFQ.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:

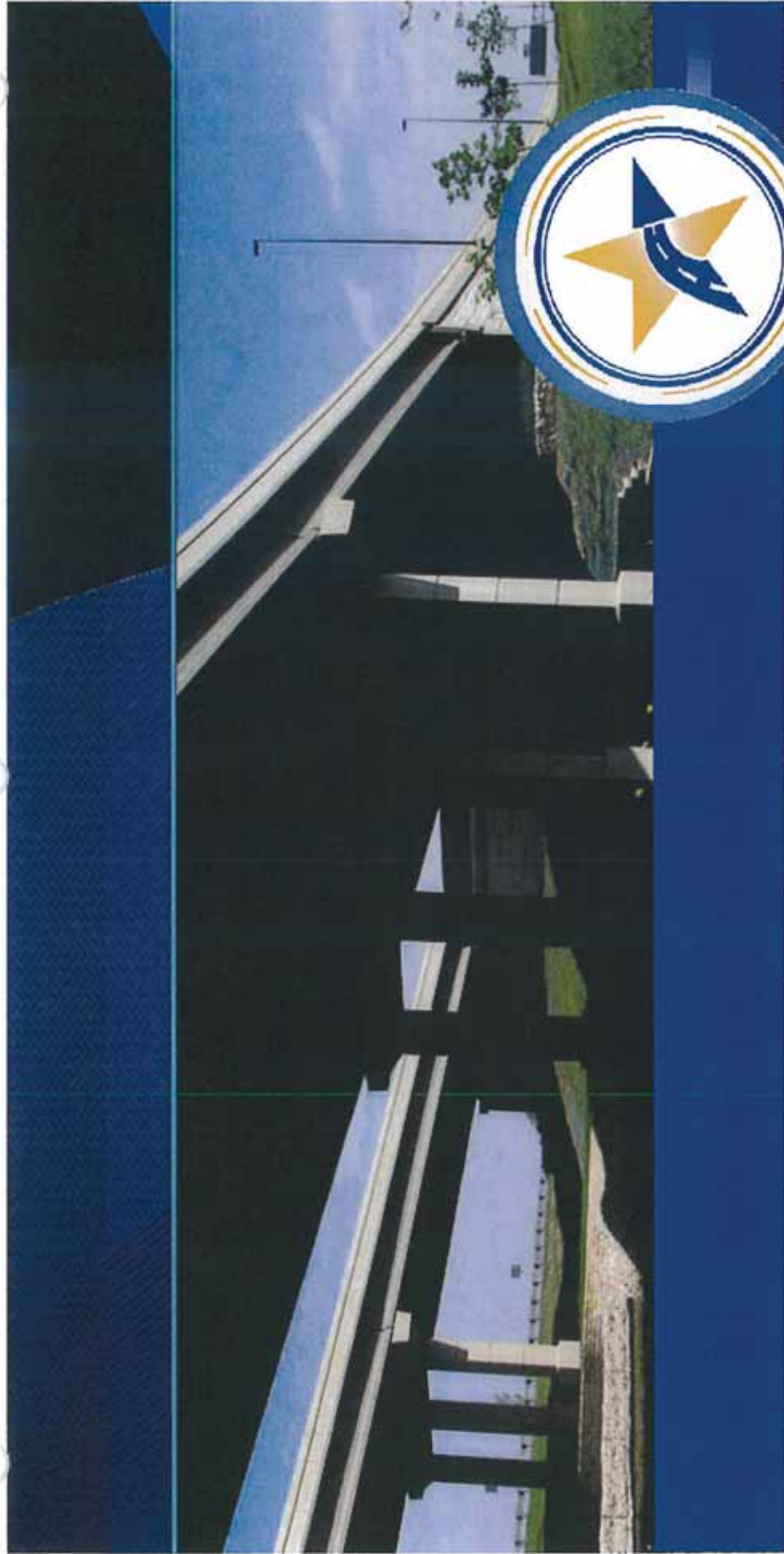


Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-71
Date Passed 07/28/10

Exhibit A

List of Best Qualified Teams
Qualified to Respond to the US 290 East Toll Project
Request for Detailed Proposals, When Issued

[Short-list of Teams as adopted by motion of the CTRMA Board]



Manor Expressway Design Build Procurement

No. 8 | July 2010

CENTRAL TEXAS
Regional Mobility Authority



- **Description**
- **Discussion and Possible Action on Approval of Shortlisted Firms related to the Procurement of a Developer to enter into a Design/Build Comprehensive Development Agreement for the Manor Expressway.**

Background



- March 31st Board Meeting motion on Item V C
 - Discussion and Possible Action to Authorize Issuance of a Request for Qualifications for Development of All or a Portion of 290E through a Comprehensive Development Agreement.
 - This motion passed with a Unanimous Vote
- May 27th Internal Meeting
 - Staff with the assistance of financial and legal advisors, determined after detailed analysis that the project could be financed and decided to initiate the procurement process for a Design-Build Comprehensive Development Agreement.
 - Urgency was stressed due to the advantageous market conditions which currently exist.



Procurement Timeline

- June 13th, 2010 - Request for Qualifications (RFQ) Issued
- June 21st, 2010 - RFQ Pre-Proposal Conference
- July 16th, 2010 - Qualification Submittals Received
- July 28th, 2010 - Possible Action to Shortlist Developers
- July 29th - October, 2010 - Industry Review of Draft RFDP
- October 2010 - Issue Final RFDP
- January 2011 - Final Proposals Due
- February 2011 - Best Value Selection



• A Total of 8 Statements of Qualifications were received on July 16th:

Entity / Proposer Name	Equity Partners	Lead Design Firm (s)
Abrams-Lane Joint Venture	J.D. Abrams, L.P. (Managing JV Partner) The Lane Construction Corporation (JV Partner)	HDR Engineering, Inc. (HDR)
Austin Bridge & Road, L.P.	Austin Bridge & Road, L.P.	AECOM Technical Services (AECOM)
Barton Springs Highway Builders (BSHB)	Zachry Construction Corporation (Managing JV Partner) Kiewit Texas Construction L.P. (JV Partner)	Parsons Transportation Group, Inc. (PTG)
Capital Link Constructors	Fluor Enterprises, Inc. (Managing JV Partner) Balfour Beatty Infrastructure, Inc. (JV Partner)	Parsons Brinckerhoff Americas, Inc. (PB)
Central Texas Design-Builders	CH2M HILL Engineers, Inc. (Managing JV Partner) Interstate Highway Construction, Inc. (JV Partner)	CH2M HILL Engineers, Inc.
Central Texas Mobility Constructors (CTMC)	W.W.Webber, LLC (Webber) (Managing JV Partner) Texas Sterling Construction Co. (JV Partner)	Michael Baker Jr., Inc. (Baker) (Lead) Bridgefarmer & Associates, Inc.
Central Texas Roadbuilders (CTXR)	Granite Construction Company (Managing JV Partner) Archer Western Contractors, Ltd. (JV Partner)	Kimley-Horn and Associates, Inc. (KHA)
Williams Brothers Construction Co.	Williams Brothers Construction Co.	Jacobs Engineering Group, Inc.



- Evaluation Team -
 - Pass / Fail review for Responsiveness - Curt Ashmos (LLBL)
 - Pass / Fail review of Financials - Bill Chapman
 - Evaluation Team - Wes Burford, Everett Owen, Eric Ploch
 - Process Observation - Ted West (FHWA)
- Criteria
 - 33.4% - General Qualifications / Experience
 - 33.3% - Team Composition
 - 33.3% - Conceptual Project Development Plan and Schedule
- Grading
 - Evaluated against a pre-defined set of 24 criteria elements
 - Each element was graded on a scale of 0 to 10
 - Each element was weighted such that when combined added to 100



• Scoring Summary

	General Qualifications / Experience (33.4 Max)	Team Composition (33.3 Max)	Conceptual Project Development Plan & Schedule (33.3 Max)	Total Score (100 Max)
SOQ 1	30.36	28.40	28.92	87.68
SOQ 2	29.14	26.79	29.31	85.25
SOQ 3	28.79	26.77	28.20	83.77
SOQ 4	29.06	26.31	27.74	83.11
SOQ 5	28.53	25.23	22.61	76.37
SOQ 6	27.86	24.71	21.60	74.17
SOQ 7	28.38	25.49	19.85	73.73
SOQ 8	21.41	24.44	23.71	69.56



• Entities and Expanded Team Members

Entity Name	Equity Partners / Lead Design Firm(s)
Abrams-Lane Joint Venture	<p><u>Equity Partners</u> J.D. Abrams, L.P. (Managing JV Partner) The Lane Construction Corporation (JV Partner)</p> <p><u>Lead Design Firm(s)</u> HDR Engineering, Inc. (HDR)</p>
Central Texas Design-Builders	<p><u>Equity Partners</u> CH2M HILL Engineers, Inc. (Managing JV Partner) Interstate Highway Construction, Inc. (JV Partner)</p> <p><u>Lead Design Firm (s)</u> CH2M HILL Engineers, Inc.</p>
Central Texas Mobility Constructors (CTMC)	<p><u>Equity Partners</u> W.W. Webber, LLC (Webber) (Managing JV Partner) Texas Sterling Construction Co. (JV Partner)</p> <p><u>Lead Design Firm(s)</u> Michael Baker Jr., Inc. (Baker) Bridgefarmer & Associates, Inc.</p>
Williams Brothers Construction Co.	<p><u>Equity Partners</u> Williams Brothers Construction Co.</p> <p><u>Lead Design Firm (s)</u> Jacobs Engineering Group, Inc.</p>



- 31 out of 40 firms on the teams for the recommended shortlist are local to the Austin area, for a total local participation exceeding **75%**



CENTRAL TEXAS
Regional Mobility Authority

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

RESOLUTION NO. 10-72

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, Section 370.033(f), Texas Transportation Code, as amended, authorizes a regional mobility authority to develop a project within its boundaries; and

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the US 290 East Turnpike Project (the “Project”); and

WHEREAS, Subchapter G of the Texas Transportation Code authorizes CTRMA to develop the Project through the use of a design/build comprehensive development agreement (“design/build CDA”); and

WHEREAS, the CTRMA has adopted policies for the procurement of a design/build CDA that conform to state law; and

WHEREAS, the CTRMA has identified the Project as a project it intends to develop through a design/build CDA process; and

WHEREAS, in Resolution No. 10-71, the Board of Directors approved a short-list of teams qualified to participate in the detailed proposal phase of the design/build CDA process, and further authorized preparation by its staff of a draft request for detailed proposals (“RFDP”) to be released for industry review and comment before the Board of Directors approves a final RFDP for the Project; and

WHEREAS, staff of the CTRMA has recommended that the Board of Directors authorize a stipulated amount to be identified in the RFDP for the Project as an amount to be paid to unsuccessful proposers who respond to the RFDP in exchange for the work product of the unsuccessful proposers contained in their RFDP responses.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors, upon recommendation of its staff, hereby authorizes payment by CTRMA in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to each unsuccessful proposer who submits a qualified and responsive detailed proposal to the final RFDP for the Project once that final RFDP is approved by the Board of

Directors at a future meeting, provided that in exchange for such amount the CTRMA shall acquire the rights to the work product contained in the unsuccessful RFDP responses; and

BE IT FURTHER RESOLVED, that the specific terms and conditions of the payment authorized by this resolution will be approved by the Board of Directors as a component of the RFDP, and that payment will be contingent upon the issuance and delivery of bonds to provide permanent financing for the Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

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 10-72
Date Passed 07/28/10

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

RESOLUTION NO. 10-73

**HNTB Supplemental No. 2 to Work Authorization No. 1
for Community Relations Program**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CTRMA utilizes HNTB as a General Engineering Consultant (“GEC”) pursuant to an Agreement for General Consulting Engineering Services dated September 15, 2003 (the “GEC Agreement”); and

WHEREAS, the GEC provides various services to the CTRMA, including construction and inspection services related to the construction on the 183A Phase II Project (“Construction and Inspection Services”); and

WHEREAS, in Resolution No. 09-73, dated December 17, 2009, the CTRMA Board of Directors approved Work Authorization No. 1 for Construction and Inspection Services; and

WHEREAS, Supplement No. 2 to Work Authorization No. 1 to the GEC Agreement, (“Supplement No. 2”) describing the Community Relations Program to be provided to the CTRMA is attached hereto as Attachment “A”; and

WHEREAS, Supplement No. 2 establishes \$239,398.00 as the maximum amount to be paid as compensation for the GEC Community Relations Program; and

WHEREAS, it is necessary that the Board of Directors approve Supplement No. 2 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves Supplement No. 2 and the related GEC Community Relations Program and compensation therefore as described in Attachment “A”; and

BE IT FURTHER RESOLVED, that Supplement No. 2, in the form or substantially the same form as Attachment “A”, may be finalized and executed by the Executive Director on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-73
Date Passed 07/28/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-73

Supplement No. 2 to HNTB Work Authorization No. 1
For Community Relations Program

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 1.0

SUPPLEMENT NO. 2

This Supplement No. 2 to Work Authorization No. 1.0, is made as of this ____ day of _____, 2010, 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:

***183A Phase II
Community Relations Program***

The following terms and conditions of Work Authorization No. 1.0 are hereby amended, as follows:

Section A. - Scope of Services

A.1. GEC shall perform the following Additional Services:

See Attachment A: Scope of Work

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

- Grand Opening support and coordination is not included.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

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

N/A

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$239,398.00, based on the Attachment C – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1.0 from \$10,485,466.00 to \$10,724,864.00. Compensation shall be in accordance with the Agreement.

The parties agree that GEC shall discontinue Services upon August 23, 2012 or upon reaching the new not to exceed amount (\$10,724,864) specified herein, whichever occurs first. If the new not to exceed amount is reached before August 23, 2012, an additional supplement to Work Authorization No. 1.0 will be required in order for services to continue.

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 Supplemental Agreement, 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 Supplemental Agreement:

N/A

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:

HNTB Corporation

By: _____

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: _____

Attachment A: Scope of Work

Attachment C: Fee Estimate

ATTACHMENT A – SCOPE OF WORK

SUPPLEMENT NO. 2 **WORK AUTHORIZATION NO. 1**

SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT **(GEC)**

4.4 Database Maintenance

Using the database inputs from the Central Texas Regional Mobility Authority (Authority) and inputs from earlier work, update and maintain the database of stakeholders for project mailings and communications. The database will be updated as new stakeholders are identified and/or as new information becomes available.

4.5 Website

Post traffic reports to the website on an as-needed basis so that stakeholders are informed of road construction activity. Recommend programmatic website changes to the Authority, if needed.

4.6 Construction Team Meetings

Participate in weekly meetings of the construction team for the coordination and information purposes.

**ATTACHMENT C
HNTB FEE ESTIMATE**

**CONTRACT NO. 46837
WORK AUTHORIZATION #1
SUPPLEMENT NO.2**

TASK DESCRIPTION	Project Manager II	Public Involvement Mgr	Sr. Public Involvement Rep.	TOTAL HOURS
4.0 PUBLIC INVOLVEMENT				
4.1 Public Information and Construction Updates	24	420	120	564
4.2 Public Outreach Support	60	240	120	420
4.3 Media Outreach Support	60	120	16	196
4.4 Database Maintenance		16	90	106
4.5 Website		120	16	136
4.6 Construction Team Meetings	8	320		328
SUBTOTAL	152	1236	362	1750
TOTAL HOURS	152	1,236	362	1,750
BASE RATE	\$ 60.25	\$ 42.30	\$ 33.40	
TOTAL LABOR	\$ 9,158	\$ 52,285	\$ 12,091	\$ 73,534
Overhead Rate - Design Office	\$ 13,893	\$ 79,317	\$ 18,342	\$ 111,552
Profit	\$ 2,766	\$ 15,792	\$ 3,652	\$ 22,210
TOTAL	\$ 25,818	\$ 147,394	\$ 34,084	\$ 207,296

EXPENSES	ITEM
MISCELLANEOUS EXPENSES	\$ 32,102
MISCELLANEOUS SUBCONSULTANTS (DBE)	
TOTAL	\$ 32,102

ALL OF THIS SUPPLEMENTAL FEE IS ANTICIPATED FOR A DBE SUBCONSULTANT

SUBTOTALS BY TASK	TOTAL LOADED FEE
4.0 PUBLIC INVOLVEMENT EXPENSES	\$ 207,296
JOB TOTALS	\$ 239,398

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

RESOLUTION NO. 10-74

**Selection of Vendor for On-Call Services for
Hazardous Materials Response**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, CTRMA operates and maintains the 183A Toll Expressway in Williamson County and is developing and in the future will operate and maintain other expressways in Williamson and Travis Counties; and

WHEREAS, CTRMA must respond to incidents or accidents involving potentially hazardous materials when they occur on the roads operated by CTRMA to ensure the expeditious and effective removal and safe disposal of hazardous or non-hazardous materials which may be encountered on its facilities; and

WHEREAS, on June 28, 2010, staff issued a Request for Proposals (“RFP”) to provide On-call Hazardous Materials Response Services, with a response due no later than 4:00 p.m. on July 19, 2010; and

WHEREAS, two firms submitted responses to the RFP, and after reviewing and considering the responses the selection committee has made a recommendation to the Board of Directors for the firm to be selected to provide On-Call Services for Hazardous Materials Response; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors selects the firm listed in Attachment A to provide On-Call Services for Hazardous Materials Response; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate and execute on behalf of the CTRMA an agreement with the firm listed on Attachment A for On-Call Services for Hazardous Materials Response.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin
Acting General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-74
Date Passed 07/28/10

ATTACHMENT "A"
TO
RESOLUTION NO. 10-74

Vendor Selected to Provide On-Call Hazardouse Materials Response

[As determined by Board of Directors]

CTRMA
ON-CALL SERVICES - HAZARDOUS MATERIALS RESPONSE
RFQ RESPONSE SCORING FORM

FIRMS	Ranking		RESPONSE ELEMENTS						Percentage of Total Score							
	1	2	I. Firm Experience	II. Management Staff Qualifications	III. References	IV. DBE Commitment	V. Response to Scope of Services	VI. Price Proposal								
1	Alamo 1	2	135.00	110.00	108.00	45.00	207.40	150.00	15%	15%	15%	5%	30%	20%		
2	Texas Strike Force	1	135.00	126.50	135.00	12.50	230.00	144.00	755.40	783.00	15%	15%	15%	5%	30%	20%
Total Score																

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

RESOLUTION NO. 10-75

**Advance Funding Agreement with Texas Department of Transportation
and the City of Austin for Traffic Operations Analyses
at the US290W/SH 71W Interchange**

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CTRMA staff has been coordinating with staff at the Texas Department of Transportation Austin District and the City of Austin to identify innovative concepts to provide near-term congestion relief for the US 290 West and SH 71 West corridors (also known as the “Y at Oak Hill”) while the environmental clearance process progresses for the ultimate, long-term improvements to that interchange; and

WHEREAS, through these discussions, staff has identified a potentially viable concept which could provide a cost-effective solution on an expedited schedule; and

WHEREAS, to ensure that this concept is feasible, staff recommends undertaking a Traffic Operations Analysis to include traffic studies and modeling, preliminary schematic layout, and cost estimating and to be used to determine what steps, if any, should be taken in relation to the implementation of this concept; and

WHEREAS, staff for the CTRMA has negotiated a contract with the Texas Department of Transportation and the City of Austin to jointly fund the proposed Traffic Operations Analysis, a copy of which is attached hereto as Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the execution by the Executive Director of the contract for joint funding of a Traffic Operations Analysis of the Y at Oak Hill in the form or substantially the same form as attached hereto as Attachment “A”.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

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 10-75
Date Passed: 07/28/10

ATTACHMENT "A"

TO

RESOLUTION 10-75

**Advanced Funding Agreement for Voluntary Local Government Contributions for Traffic
Analysis and Preliminary Schematic Layouts for Signalized Intersections at US290 from
Joe Tanner Lane to FM 1826**



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000
July 12, 2010

Travis County
CSJ: 0113-08-073
US 290: Joe Tanner to FM 1826
Traffic Analysis for Intersection Improvements

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
302 Congress Avenue, Suite 650
Austin, Texas 78701

Attn: Wes Burford, P.E.

Dear Mr. Heiligenstein:

Enclosed are three copies of an Advance Funding Agreement for the Project referenced above. The Project consists of a traffic analysis and preliminary schematic layout for signalized intersections on US 290 from Joe Tanner which is to be shared between the city of Austin, Central Texas Regional Mobility Authority (CTRMA) and the State.

Since these are three-party agreements, please sign and date all three Agreements and return to me for further execution. An executed copy will be returned for your records.

If you have any questions, please contact me at 832-7050. Your assistance is appreciated.

Sincerely,



Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", City of Austin, acting by and through its duly authorized officials, hereinafter called the "City" and the Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, hereinafter call the "CTRMA". The City and CTRMA would be collectively referred to as the "Local Governments".

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112110 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Governments have requested that the State allow the Local Governments to participate in said improvement by sharing the funding of the improvement described as traffic analysis and preliminary schematic layout for signalized intersections on US 290 from Joe Tanner to FM 1826, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

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

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Governments will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Governments have requested and have agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Governments and will be carried out and completed by the Local Governments, at no cost to the State.

In the event that the State determines that additional funding by the Local Governments is required at any time during the Project, the State will notify the Local Governments in writing. The Local Governments shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Governments to the State under this Agreement, the Local Governments shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If either of the Local Governments is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site NOT APPLICABLE TO THIS PROJECT

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Governments agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Governments agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Governments will use the State's document template. The Local Governments shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Governments creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Governments shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Governments. Funds provided by the Local Governments will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Governments will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Governments will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Governments a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Governments shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Governments cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Governments.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance NOT APPLICABLE TO THIS PROJECT

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Governments will be responsible for the payment of Project costs incurred by the State on behalf of the Local Governments up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Governments, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City: Director of Transportation City of Austin 505 Barton Springs Road, Suite 800 Austin, Texas 78704 CTRMA: Executive Director Central Texas Regional Mobility Authority 302 Congress Avenue, Suite 650 Austin, Texas 78701	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Governments and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

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

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENTS have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

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

By _____ Date _____
Carlos A. Lopez, P.E., District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government **City of Austin**
By Robert J. Spillar, PE Date July 2, 2010
Typed or Printed Name and Title Robert J. Spillar, P.E.

Director of Transportation, City of Austin

THE LOCAL GOVERNMENT

Name of the Local Government **Central Texas Regional Mobility Authority**

By _____ Date _____

Typed or Printed Name and Title Mike Heiligenstein
Executive Director, CTRMA

ATTACHMENT A

Payment Provision and Work Responsibilities

The State and the Local Governments will participate in the cost of the engineering services to be performed by the State or the State's representative for the traffic analysis and preliminary schematic layout for signalized intersections on US 290 from Joe Tanner Lane to FM 1826, an on-system location.

The State will contribute a fixed sum in the amount of \$25,000. The City will contribute a fixed sum in the amount of \$25,000. The CTRMA will contribute the balance of funds estimated to be \$32,356. The State has estimated the cost of the project to be as follows:

Description	Total Estimate Cost	State Participation		City Participation		CTRMA Participation	
Traffic Analysis and Preliminary Schematic	\$82,356	Fixed	\$25,000	Fixed	\$25,000		\$32,356
Subtotal	\$82,356		\$25,000		\$25,000		\$32,356
Direct State Costs (including plan review, inspection and oversight) 10%	\$8,235	100%	\$8,235		\$0		\$0
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$90,591		\$33,235		\$25,000		\$32,356

City Participation (Fixed) = \$25,000

CTRMA Participation (Balance of Costs) = \$32,356

It is further understood that the State will include only those items for the improvements as requested and required by the Local Governments. This is an estimate only; final participation amounts will be based on actual charges to the project.

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

 ORIGINAL

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", City of Austin, acting by and through its duly authorized officials, hereinafter called the "City" and the Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, hereinafter call the "CTRMA". The City and CTRMA would be collectively referred to as the "Local Governments".

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112110 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Governments have requested that the State allow the Local Governments to participate in said improvement by sharing the funding of the improvement described as traffic analysis and preliminary schematic layout for signalized intersections on US 290 from Joe Tanner to FM 1826, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

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

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Governments will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Governments have requested and have agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Governments and will be carried out and completed by the Local Governments, at no cost to the State.

In the event that the State determines that additional funding by the Local Governments is required at any time during the Project, the State will notify the Local Governments in writing. The Local Governments shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Governments to the State under this Agreement, the Local Governments shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If either of the Local Governments is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site NOT APPLICABLE TO THIS PROJECT

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Governments agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Governments agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Governments will use the State's document template. The Local Governments shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Governments creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Governments shall submit any information required by the State in the format directed by the State.

Article 7. Interest

The State will not pay interest on funds provided by the Local Governments. Funds provided by the Local Governments will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Governments will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Governments will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Governments a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Governments shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Governments cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Governments.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance NOT APPLICABLE TO THIS PROJECT

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Governments will be responsible for the payment of Project costs incurred by the State on behalf of the Local Governments up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Governments, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City: Director of Transportation City of Austin 505 Barton Springs Road, Suite 800 Austin, Texas 78704	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701
CTRMA: Executive Director Central Texas Regional Mobility Authority 302 Congress Avenue, Suite 650 Austin, Texas 78701	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Governments and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

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

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENTS have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

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

By _____ Date _____
Carlos A. Lopez, P.E., District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government **City of Austin**
By Robert J. Spillar, PE Date July 2, 2010
Typed or Printed Name and Title Robert J. Spillar, P.E.
Director of Transportation, City of Austin

THE LOCAL GOVERNMENT

Name of the Local Government **Central Texas Regional Mobility Authority**
By _____ Date _____
Typed or Printed Name and Title Mike Heiligenstein
Executive Director, CTRMA

ATTACHMENT A

Payment Provision and Work Responsibilities

The State and the Local Governments will participate in the cost of the engineering services to be performed by the State or the State's representative for the traffic analysis and preliminary schematic layout for signalized intersections on US 290 from Joe Tanner Lane to FM 1826, an on-system location.

The State will contribute a fixed sum in the amount of \$25,000. The City will contribute a fixed sum in the amount of \$25,000. The CTRMA will contribute the balance of funds estimated to be \$32,356. The State has estimated the cost of the project to be as follows:

Description	Total Estimate Cost	State Participation		City Participation		CTRMA Participation	
Traffic Analysis and Preliminary Schematic	\$82,356	Fixed	\$25,000	Fixed	\$25,000		\$32,356
Subtotal	\$82,356		\$25,000		\$25,000		\$32,356
Direct State Costs (including plan review, inspection and oversight) 10%	\$8,235	100%	\$8,235		\$0		\$0
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$90,591		\$33,235		\$25,000		\$32,356

City Participation (Fixed) = \$25,000

CTRMA Participation (Balance of Costs) = \$32,356

It is further understood that the State will include only those items for the improvements as requested and required by the Local Governments. This is an estimate only; final participation amounts will be based on actual charges to the project.

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

RESOLUTION NO. 10-76

TCDRS Plan Rate For Plan Year 2011

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 04-19, dated May 5, 2004, the Board of Directors approved participation in the Texas County & District Retirement System ("TCDRS") to provide benefits to CTRMA employees under the Central Texas Regional Mobility Authority TCDRS Plan (the "Plan"); and

WHEREAS, the Plan requires certain authorizations from time to time by the Board of Directors regarding certain ongoing provisions of and/or changes to the Plan; and

WHEREAS, the Board of Directors has reviewed the TCDRS "Authorization to Maintain TCDRS Plan Provisions, Plan Year 2011" attached hereto as Attachment "A" which establishes the required employer contribution rate for Plan Year 2011 and provides for payment of funds to be utilized for a future COLA related to retirees and their beneficiaries.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the "Authorization to Maintain TCDRS Plan Provisions, Plan Year 2011" attached hereto as Attachment "A" and authorizes the Executive Director, as the Presiding Officer of the CTRMA, to execute and deliver the "Authorization to Maintain TCDRS Plan Provisions, Plan Year 2011" to the TCDRS, and take such further action as is required to fulfill the requirements of TCDRS regarding the same. Such further action shall include transmittal of the executed document along with a copy of this Resolution to the appropriate TCDRS staff.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-76
Date Passed 7/28/10

ATTACHMENT "A"

To

Resolution No. 10-76

Authorization to Maintain TCDRS Plan Provisions, Plan Year 2011

Central Texas Regional Mobility Authority, #712
Authorization to maintain TCDRS plan provisions
Plan year 2011

With respect to the participation of Central Texas Regional Mobility Authority in the Texas County & District Retirement System (TCDRS) for the 2011 plan year, the following order was adopted:

1. Central Texas Regional Mobility Authority makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Central Texas Regional Mobility Authority (**check one box**):

does not adopt a cost-of-living adjustment (COLA).

adopts a ____% CPI-based COLA.

adopts a ____% flat-rate COLA.

- * 3. The required employer contribution rate for Plan Year 2011 will be the following:

(a) Required rate without COLA: 13.34%

(b) COLA rate: + -0- (enter 0 if not adopting a COLA)

(c) **Total required rate** (a + b): = 13.34

- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Central Texas Regional Mobility Authority adopts for Plan Year 2011 (**check one box**):

to maintain the elected rate of 14.50%.

to change the elected rate to _____%.

to eliminate the current elected rate and pay the **total required rate** listed above.

5. In the event the 2011 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Governing Board of Central Texas Regional Mobility Authority hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Central Texas Regional Mobility Authority in TCDRS for Plan Year 2011 truly and accurately reflects the official action taken during a properly posted and noticed meeting on July 28, 2010, by the Governing Board of Central Texas Regional Mobility Authority as such action is recorded in the official minutes.

Presiding Officer of Central Texas Regional Mobility Authority

Dated: _____

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

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

RESOLUTION NO. 10-77

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 June 2010 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June 2010, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

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 10-77
Date Passed 07/28/10

Attachment A

Financial Report for June, 2010

CTRMA INVESTMENT REPORT

	Month Ending 6/30/2010					Average Rate June 2010
	Balance 5/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
183A/290E Project Acct	9,504,465.91			1,429.66	5,624,844.25	0.186%
2010 Senior Lien Construction Fund	5,490.61			0.84		0.186%
2010-1 Sub Lien Projects General Fund	868,943.70			132.83		0.186%
Trustee Operating Fund	7,840,136.29			1,198.51		0.186%
Renewal & Replacement Fund	102,345.54	1,000,000.00		110.06	850,000.00	0.186%
TXDOT Grant Fund	152,755.03			23.35		0.186%
Revenue Fund	7,278,953.35			1,112.73		0.186%
Debt Service Reserve Fund 05	619.98			0.09		0.186%
2010 Senior Lien DSF	5,817,340.78			889.29		0.186%
2010 Senior Lien Debt Service Reserve Fund	2,065.79			0.32		0.186%
2010-2Sub Lien Debt Service Reserve Fund	9,491,632.03			1,450.98		0.186%
2010-1Sub Lien Debt Service Reserve Fund	1,000,385.86			152.93		0.186%
2010-1Sub Lien Debt Service Reserve Fund	3,501,350.50			535.25		0.186%
2010-1 COI Sub Lien	2,751.06			0.42		0.186%
2010 Senior Lien Capitalized Interest	840.58			0.13		0.186%
2010-1 Sub Lien Capitalized Interest	419.18			0.06		0.186%
2010-2 Sub Lien Capitalized Interest	126.51			0.02		0.186%
	45,570,622.70	1,000,000.00	0.00	7,037.47	6,474,844.25	
	94,638.01	850,000.00		24.55	682,000.00	0.186%

Amount in TexStar Operating Fund

0.186%

CTRMA INVESTMENT REPORT

	Month Ending 6/30/2010					Average Rate June 2010
	Balance 5/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Fidelity Money Market Fund						
Operating Fund	1,000,010.52	467,566.87		7.89	1,000,000.00	467,585.28
Additional Projects Fund	861.23			0.01		861.24
183A/290E Project Acct	510,902.85	5,624,844.25		10.96	6,135,758.06	0.00
2010 Senior Lien Construction Fund	14,456.54			0.64		14,457.18
Other Obligations Fund	12,494.39			0.11		12,494.50
Debt Service Fund 2005	3,252,159.20	619,958.34		23.92		3,872,141.46
Subordinate Lien TIFIA DS Fund	7,880.01			0.07		7,880.08
TxDOT Grant Fund	2,886.83			42.49		2,929.32
Renewal and Replacement	0.90	500,000.00		5,000.00		505,000.90
2010 Senior Lien Cost of Issuance	0.06					0.06
Proceeds Fund	12.34			0.00		12.34
2010-1 Sub lien supplemental Security	0.00	435,130.21				435,130.21
Revenue Fund	800,978.22	1,976,721.54		11.39	1,663,072.57	1,114,638.58
General Fund	1,361,169.28	512,386.16		4.62	416,644.17	1,456,915.89
Debt Service Reserve Fund 2005	83,311.34			764.89		84,076.23
	7,047,123.71	10,136,607.37		5,866.99	9,215,474.80	7,974,123.27
Amount in Region's MMA SIB Loan	30,017,954.45			7,946.63	1,004,665.29	29,021,235.79
Amount in Bayerische Landesbank GIC						
Subordinate Lien Cap-I 2010-1	4,752,056.29			1,980.02		4,754,036.31
Subordinate Lien Cap-I 2010-2	1,434,230.45			597.60		1,434,828.05
Senior Lien Cap-I 2010	9,535,480.21			6,992.69		9,542,472.90
Subordinate Lien Project Fund 2010-1	22,205,313.61			6,939.16		22,212,252.77
Senior Lien Project Fund 2010	62,281,925.09			44,116.37		62,326,041.46
	100,209,005.65	0.00	0.00	60,625.84	0.00	100,269,631.49
Amount in Fed Agencies						
Amortized Principal	8,561,361.43		(1,325.62)		500,000.00	8,060,035.81
Accrued Interest	8,561,361.43	0.00	(1,325.62)	16,666.66	500,000.00	8,060,035.81

CTRMA INVESTMENT REPORT

Average
Rate
June 2010

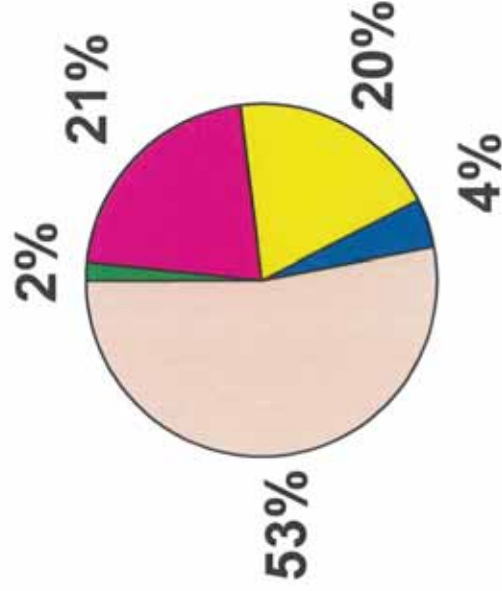
	Month Ending 6/30/2010					Balance 6/30/2010
	Balance 5/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Certificates of Deposit	6,100,000.00				3,000,000.00	3,100,000.00
Total in Pools	45,665,260.71	1,850,000.00		7,062.02	7,156,844.25	40,365,478.48
Total in Money Market	37,065,078.16	10,136,607.37		13,813.62	10,220,140.09	36,995,359.06
Total in Fed Agencies	8,561,361.43	0.00		60,625.84	500,000.00	8,060,035.81
Bayerische Landesbank GIC	100,209,005.65	0.00			0.00	100,269,631.49
Total Invested	197,600,705.95	11,986,607.37	(1,325.62)	81,501.48	20,876,984.34	188,790,504.84

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

William Chapman, CFO

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

Allocation of Funds



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

INVESTMENTS by FUND

Balance
June 30, 2010

Additional Projects Fund			
Fidelity	861.24	861.24	
Proceeds Fund			
Fidelity	12.34	12.34	
Renewal & Replacement Fund			
TexSTAR	152,778.38		40,365,478.48
Fidelity	505,000.90		3,100,000.00
Agencies	0.00	657,779.28	7,974,123.27
TxDOT Grant Fund			29,021,235.79
TexSTAR	7,280,066.08		8,060,035.81
Fidelity	2,929.32		100,269,631.49
CD's	100,000.00		
Agencies	2,998,687.50	10,381,682.90	\$ 188,790,504.84
Subordinate Lien DS Fund 05			
Fidelity	7,880.08	7,880.08	
Debt Service Reserve Fund 05			
TexSTAR	5,818,230.07		
Fidelity	84,076.23		
CD's	3,000,000.00		
Agencies	5,061,348.31	13,963,654.61	
Debt Service Fund 05			
Fidelity	3,872,141.46	3,872,141.46	
2010 Senior Lien DSF			
TexSTAR	2,066.11	2,066.11	
Other Obligations Fund			
Fidelity	12,494.50	12,494.50	
Operating Fund			
TexSTAR	262,662.56		
TexSTAR-Trustee	252,455.60		
Fidelity	467,585.28		
Region's SIB Loan MMA	29,021,235.79	30,003,939.23	
Revenue Fund			
TexSTAR	620.07		
Fidelity	1,114,638.58	1,115,258.65	
General Fund			
TexSTAR	7,841,334.80		
Fidelity	1,456,915.89	9,298,250.69	
2010 Senior Lien Cost of Issuance			
Fidelity	0.06	0.06	
2010-1 Sub Lien Cost of Issuance			
TexSTAR	2,751.48	2,751.48	
2010 Senior Lien Capitalized Interest			
TexSTAR	840.71		
Bayerische GIC	9,542,472.90	9,543,313.61	
2010-1 Sub Lien Capitalized Interest			
TexSTAR	419.24		
Bayerische GIC	4,754,036.31	4,754,455.55	
2010-1 Sub BABs subsidy			
Fidelity	435,130.21	435,130.21	
2010-2 Sub Lien Capitalized Interest			
TexSTAR	126.53		
Bayerische GIC	1,434,828.05	1,434,954.58	
2010-1 Sub Lien Projects Fund			
TexSTAR	869,076.53		
Bayerische GIC	22,212,252.77	23,081,329.30	
2010 Senior Lien Debt Service Reserve Fund			
TexSTAR	9,493,083.01	9,493,083.01	
2010-2Sub Lien Debt Service Reserve Fund			
TexSTAR	1,000,538.79	1,000,538.79	
2010-1Sub Lien Debt Service Reserve Fund			
TexSTAR	3,501,885.75	3,501,885.75	
183A/290E Project Acct			
TexSTAR	3,881,051.32		
Fidelity	0.00	3,881,051.32	
2010 Senior Lien Construction Fund			
TexSTAR	5,491.45		
Fidelity	14,457.18		
Bayerische GIC	62,326,041.46	62,345,990.09	
		<u>\$ 188,790,504.84</u>	

Amount of investments As of June, 30, 2010

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Fannie Mae	3136FMDR2	2,998,500.00	2,998,687.50	3,008,430.00	1.125%	3/30/2010	4/23/2012	TxDOT Grant Fund
Fannie Mae	31398AZY1	5,070,000.00	5,061,348.31	5,051,550.00	1.62%	11/30/2009	11/10/2014	Debt Service Reserve Fund
Fannie Mae	3136FJZR5	Called 8,068,500.00	8,060,035.81	8,059,980.00		12/30/2009	6/30/2010	Renewal and Replacement

Agency	CUSIP #	COST	Cummulative Amortization	6/30/2010		Maturity Value	Interest Income June 2010	
				Book Value	Book Value		Accrued Interest	Amortization
Fannie Mae	3136FMDR2	2,998,500.00	187.50	2,998,687.50	3,000,000.00	2,812.50	62.50	2,875.00
Fannie Mae	31398AZY1	5,070,000.00	(8,651.69)	5,061,348.31	5,000,000.00	13,020.83	(1,179.79)	11,841.04
Fannie Mae	3136FJZR5	Called 8,068,500.00	(8,464.19)	8,060,035.81	8,000,000.00	833.33	(208.33)	625.00
						16,666.66	(1,325.62)	15,341.04

Interest Rate	3136FJZR5	
	From	To
2.00%	12/30/2009	12/30/2011
3.25%	12/30/2011	12/30/2012
4.50%	12/30/2012	12/30/2013
5.50%	12/30/2013	12/30/2014

June 2010 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Matures	June 2010		FUND
			Maturity	Maturity		Interest	Interest	
Regions Bank	CDRB32454	3,000,000	0.30%	4/5/2010	1/4/2011	\$	764.38	Debt Service Reserve Fund 05
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010	\$	42.47	TxDOT Grant Fund
		<u>3,100,000</u>					<u>806.85</u>	



Monthly Newsletter - June 2010

Performance

As of June 30, 2010

June Averages

Current Invested Balance	\$5,156,538,488.97	Average Invested Balance	\$5,124,931,588.28
Weighted Average Maturity (1)	40 Days	Average Monthly Yield, on a simple basis	0.1860%
Weighted Average Maturity (2)	68 Days	Average Weighted Average Maturity (1)*	44 Days
Net Asset Value	1.000147	Average Weighted Average Maturity (2)*	72 Days
Total Number of Participants	712		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$993,919.60		
Management Fee Collected	\$210,619.32		
% of Portfolio Invested Beyond 1 Year	4.61%		
Standard & Poor's Current Rating	AAAm		

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.

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

New Participants

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

- ★ North Texas Tollway Authority, Wells Fargo Trustee

Fed Reimbursing More Early Retiree Medical Costs

On June 29th, the U.S. Department of Health and Human Services started accepting applications for partial reimbursement of the cost of early retiree health care. The actuarial firm Hewitt estimates the Early Retiree Reinsurance Program will save employers about \$2-3,000 per early retiree per year. For large employers this may save millions of dollars year. It could lead to either budget relief or capacity for additional prefunding of retiree medical (the largest component of OPEB). Because most public entities formulated their budgets before the legislation was passed, this will be a "pleasant surprise" to many entities. The program is expected to last through 2014. The Department of Health and Human Services has issued a short summary: "The Early Retiree Reinsurance Program will reimburse employers for medical claims for retirees age 55 and older who are not eligible for Medicare, and their spouses, surviving spouses, and dependents. Employers, including state and local governments and unions, who provide health coverage for early retirees are eligible to apply. Reimbursements will be available for 80 percent of medical claims costs for health benefits between \$15,000 and \$90,000. Program participants will be able to submit claims for medical care going back to June 1, 2010." For more information, contact Brian Whitworth at FirstSouthwest's Pension & OPEB Practice at 214-953-4217 or bwhitworth@firstsw.com.

Economic Commentary

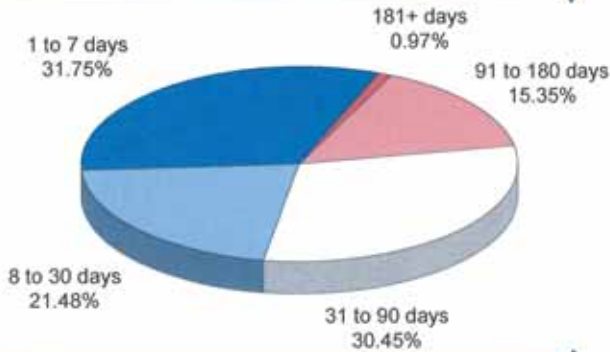
The evolution of the U.S. economy over the quarter was tumultuous and fraught with distortions from the initiation and termination of various economic policies. Employment trends are currently being affected by U.S. census hiring, and income growth has been primarily driven by public sector employment. The housing market saw the number of transactions boosted by tax incentives, but sales have since returned to pre-stimulus levels. Investors, reminded of the shakiness of the recovery, withdrew from risk markets for safer havens, causing Treasury yields to fall to new lows for the year. Perhaps most importantly this quarter, the trajectory of the U.S. economy was impacted by global policy influences. Two large uncertainties will continue to drive the outlook over the next months. The first risk is the degree to which public income transfers and public wage growth are replaced by private wage and salary increases over the next quarters. Furthermore, the recent lack of political will to extend unemployment benefits suggests a risk that the federal government could tighten policy before the private sector can grow sustainably. The other risk to the outlook is that elevated debt servicing costs across many developed nations will likely weigh on GDP growth. This debt burden elevates systemic stress, restrains lending and hampers confidence. Forecasts anticipate that the Fed may raise rates in the third quarter of 2011. Before this hike occurs, the Fed is likely to engage in balance sheet management operations such as reverse repos and term deposits. Unless inflation expectations become unanchored or another global liquidity event occurs, the Fed will be managing expectations for a slow and uncertain recovery while developed economies grow out of their high debt levels and begin hiring private workers.

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

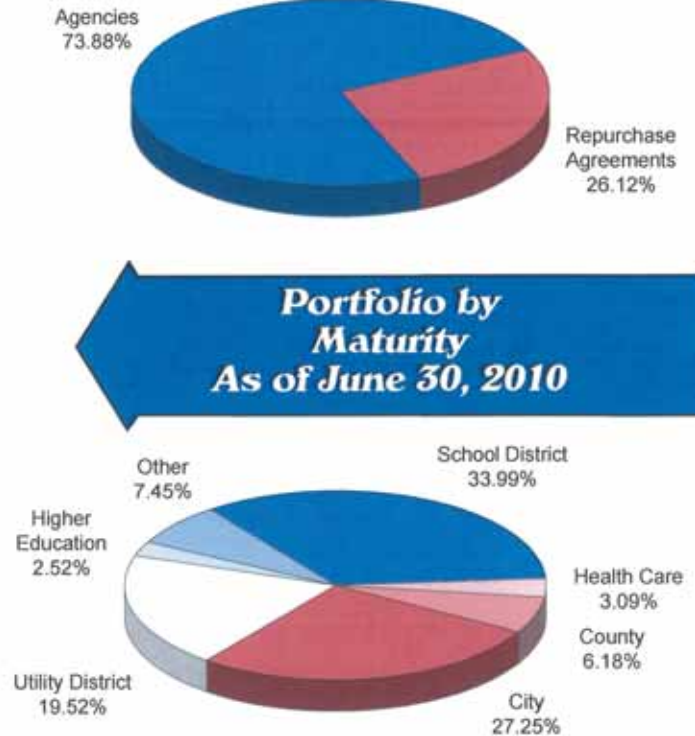
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of June 30, 2010



Distribution of Participants by Type As of June 30, 2010



Portfolio by Maturity As of June 30, 2010

Historical Program Information

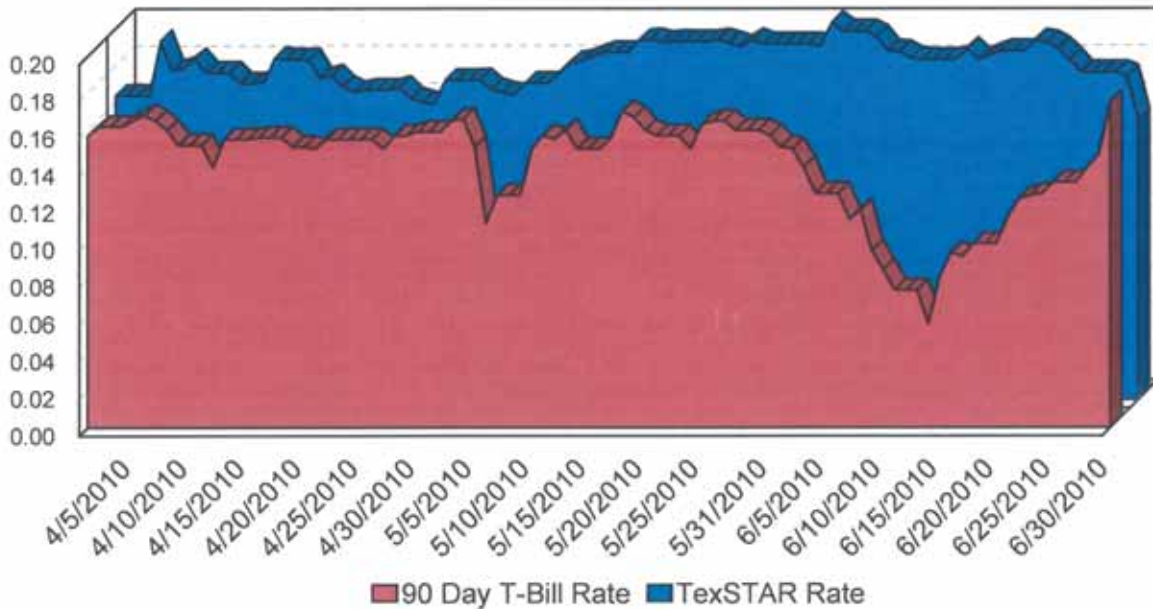
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 10	0.1860%	\$5,156,538,488.97	\$5,157,298,475.17	1.000147	44	72	712
May 10	0.1838%	5,182,297,968.35	5,182,789,855.09	1.000094	47	74	711
Apr 10	0.1721%	5,339,490,225.82	5,339,710,431.56	1.000035	51	80	710
Mar 10	0.1552%	5,631,610,152.45	5,632,064,660.25	1.000080	52	75	705
Feb 10	0.1453%	6,054,214,913.66	6,054,862,055.15	1.000106	46	68	704
Jan 10	0.1604%	5,840,134,270.14	5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701
Nov 09	0.1986%	5,098,729,406.85	5,100,566,153.33	1.000360	53	73	699
Oct 09	0.2095%	5,268,497,948.76	5,270,536,424.50	1.000384	49	71	696
Sep 09	0.2629%	5,340,224,912.87	5,342,464,587.80	1.000419	48	71	695
Aug 09	0.3089%	5,139,063,427.24	5,141,481,459.68	1.000470	49	75	693
Jul 09	0.3232%	5,376,443,555.63	5,378,994,696.96	1.000467	47	75	687

Portfolio Asset Summary as of June 30, 2010

	Book Value	Market Value
Uninvested Balance	\$ 2,622.13	\$ 2,622.13
Accrual of Interest Income	556,287.51	556,287.51
Interest and Management Fees Payable	(1,024,392.17)	(1,024,392.17)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	1,347,032,000.00	1,347,032,000.00
Government Securities	3,809,971,971.50	3,810,731,957.70
Total	\$ 5,156,538,488.97	\$ 5,157,298,475.17

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for June 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2010	0.1917%	0.000005253	\$5,196,256,399.60	1.000087	43	71
6/2/2010	0.1905%	0.000005218	\$5,183,302,698.93	1.000079	46	73
6/3/2010	0.2030%	0.000005561	\$5,159,774,290.17	1.000094	46	73
6/4/2010	0.1985%	0.000005439	\$5,154,990,217.60	1.000081	45	73
6/5/2010	0.1985%	0.000005439	\$5,154,990,217.60	1.000081	45	73
6/6/2010	0.1985%	0.000005439	\$5,154,990,217.60	1.000081	45	73
6/7/2010	0.1956%	0.000005358	\$5,158,420,210.35	1.000098	45	73
6/8/2010	0.1878%	0.000005144	\$5,188,672,477.40	1.000096	45	73
6/9/2010	0.1874%	0.000005135	\$5,143,935,635.93	1.000111	46	73
6/10/2010	0.1841%	0.000005043	\$5,094,666,623.43	1.000121	47	74
6/11/2010	0.1832%	0.000005020	\$5,135,196,521.66	1.000123	45	75
6/12/2010	0.1832%	0.000005020	\$5,135,196,521.66	1.000123	45	75
6/13/2010	0.1832%	0.000005020	\$5,135,196,521.66	1.000123	45	75
6/14/2010	0.1837%	0.000005033	\$5,111,976,472.03	1.000144	45	75
6/15/2010	0.1890%	0.000005179	\$5,123,556,245.39	1.000132	44	74
6/16/2010	0.1834%	0.000005024	\$5,122,822,122.35	1.000139	44	73
6/17/2010	0.1857%	0.000005088	\$5,096,527,198.04	1.000138	43	72
6/18/2010	0.1879%	0.000005147	\$5,049,576,570.64	1.000136	42	71
6/19/2010	0.1879%	0.000005147	\$5,049,576,570.64	1.000136	42	71
6/20/2010	0.1879%	0.000005147	\$5,049,576,570.64	1.000136	42	71
6/21/2010	0.1935%	0.000005300	\$4,979,029,272.77	1.000147	46	75
6/22/2010	0.1925%	0.000005274	\$4,993,232,498.32	1.000142	45	74
6/23/2010	0.1891%	0.000005181	\$4,976,810,452.77	1.000140	44	73
6/24/2010	0.1833%	0.000005022	\$4,967,342,550.21	1.000135	43	73
6/25/2010	0.1764%	0.000004832	\$5,212,306,057.53	1.000125	40	68
6/26/2010	0.1764%	0.000004832	\$5,212,306,057.53	1.000125	40	68
6/27/2010	0.1764%	0.000004832	\$5,212,306,057.53	1.000125	40	68
6/28/2010	0.1765%	0.000004835	\$5,198,779,595.21	1.000117	40	67
6/29/2010	0.1741%	0.000004769	\$5,240,096,314.19	1.000115	39	66
6/30/2010	0.1510%	0.000004138	\$5,156,538,488.97	1.000147	40	68
Average	0.1860%	0.000005096	\$5,124,931,588.28		44	72

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>S. Renee Tidwell</i>	<i>Tarrant County</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>



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

RESOLUTION NO. 10-78

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 6)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.011 acres described by metes and bounds in the Real Estate Contract attached as Attachment "A" to this Resolution (the "Subject Property"), owned by BRAZOS DE SANTOS PARTNERS, LTD. (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 Attachment "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$6,431.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-78
Date Passed: 7/28/10

Attachment "A"
Real Estate Contract for Parcel 6

REAL ESTATE CONTRACT
Highway 290E Right of Way

State of Texas
County of Travis

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.011 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 6);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of SIX THOUSAND FOUR HUNDRED THIRTY ONE AND 00/100 Dollars (\$6,431.00).

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;
- (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 23, 2010, 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 in Exhibit "B" attached hereto.

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price.

Prorations

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

Closing Costs

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

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

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

BRAZOS DE SANTOS PARTNERS, LTD.

By: _____

Address: _____

Its: _____

Date: _____

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

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

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

RESOLUTION NO. 10-79

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 7)**

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 1.149 acres described by metes and bounds in the Real Estate Contract attached as Attachment "A" to this Resolution (the "Subject Property"), owned by KAF II DEVELOPMENT CO. (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 Attachment "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$2,150,000.00.

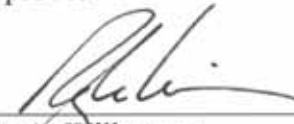
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-79
Date Passed: 7/28/10

Attachment "A"
Real Estate Contract for Parcel 7

**CONTRACT FOR SALE OF
8701 US HWY 290 EAST
AUSTIN, TEXAS**

KAFII DEVELOPMENT CO. ("Seller"), and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("Purchaser"), agree as follows:

1. Agreement for Sale of the Property. Subject to the terms and conditions of this Contract, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase the following described property located in Travis County, Texas (collectively referred to as the "Property"):

a. Land. A tract of land more specifically described by metes and bounds in Exhibit A (Parcel 7), which is attached hereto and incorporated herein by reference (the "Land");

b. Buildings. All improvements and fixtures owned by Seller and located on the Land (the "Building") that are considered part of the real property, and specifically excluding any personal property of Seller or any tenant located on the Land;

c. Other Property.

(i) the interest of the lessor or landlord under all leases, tenancies, rental, use, occupancy, and concession agreements covering space on the Land or in the Buildings listed on Exhibit B (hereinafter called the "Leases");

(ii) all of Seller's interest in the following to the extent they relate to the ownership, use, leasing, maintenance, service, or operation of the Land or Buildings and are assignable without the consent of or payment to any other party: (i) contracts or agreements such as maintenance, service, or utility contracts, (ii) warranties, guaranties, indemnities and claims, (iii) development rights, utility capacity, governmental approvals, licenses and permits, and (iv) plans, drawings, specifications, surveys, engineering reports and environmental reports; and

(iii) All and singular the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right of the Seller, if any, in and to adjacent streets, alleys, easements, rights-of-way and rights of ingress and egress thereto.

2. Purchase Price. The total purchase price for the Property is TWO MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$2,150,000.00) (the "Purchase Price").

3. Payment of Purchase Price. The total purchase price for the Property shall be paid by Purchaser to Seller in the following manner:

a. Escrow Deposit. Within ten (10) business days after Purchaser's and Seller's execution of this Contract (and as a condition precedent to the effectiveness of this Contract), the cash amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Escrow Deposit") shall be deposited by Purchaser with Texas American Title Company, at its office at 715 Discovery Blvd., Suite 205, Cedar Park, Texas 78613, Attn: Julia Bechara (the "Title Company"). The Escrow Deposit shall be paid to Seller at the Closing (as defined herein) as a part of the payment of the Purchase Price or, if the Closing does not occur, shall be otherwise disbursed in accordance with this Contract.

b. Remainder of Purchase Price Due at Closing. Subject to the adjustments under paragraph 12 of this Contract, the balance of the Purchase Price shall be paid to Seller in good funds at the Closing by cashier's check or wired funds, which, in either case, will allow the Title Company to disburse those funds to Seller at the Closing.

4. [Intentionally Left Blank]

5. Survey. Purchaser has obtained a current survey of the property and Seller acknowledges that this has been made available to Seller. Purchaser has reviewed and approved the survey, and hereby waives any right to terminate this Contract as a result of the matters disclosed therein.

6. Owner Policy of Title Insurance; Title Commitment; Title Review.

a. Purchaser has previously caused to be prepared by the Title Company an updated written title report or commitment (the "Title Commitment") showing the status of title of the Land, which Title Commitment was issued by the Title Company on July 21, 2009, with an effective date of March 12, 2010 under G.F. No. 9691-08-1537. Purchaser has reviewed and approved the Title Commitment and all exceptions to title, including, without limitation, easements, liens, encumbrances, restrictions, conditions, or covenants affecting the Property referred to therein, and hereby waives any right to terminate this Contract as a result of the matters disclosed in the Title Commitment. Notwithstanding the foregoing, Seller has the absolute obligation to payoff and cause to be released of record all liens against the Property referenced in the Title Commitment at or prior to the Closing. All matters shown or referred to in the Title Commitment or Survey are referred to herein as the "Permitted Exceptions."

b. Seller, at Purchaser's expense, shall furnish to Purchaser at the Closing, or within a reasonable time thereafter, an Owner Policy of Title Insurance (without endorsements) (the "Owner Title Policy") (on a form prescribed by the Texas Department of Insurance) issued through the Title Company, insuring title to the Land and Buildings in Purchaser in the full amount of the Purchase Price, and containing only the Permitted Exceptions. Purchaser may, at its expense, obtain any available endorsements to the Owner Title Policy or may cause the Title Company to delete the "survey exception" from the Owner Title Policy without qualification or condition, except as to "any shortages in area" as long as the survey obtained by Purchaser is adequate for such purpose.

7. Leases. Seller warrants that Exhibit B, which is attached to this Agreement and incorporated by reference, is to Seller's actual knowledge a complete list of all leases, tenancies, rental agreements, and concession agreements presently encumbering the Property. Seller further warrants that:

a. To Seller's actual knowledge, no person or other legal entity has title or right to possession of the Property or any portion of the Property as a lessee, tenant, or concessionaire of Seller, except as shown on Exhibit B.

b. The rentals and other sums due or to become due under the Leases referred to in Exhibit B have not been assigned or encumbered by Seller and will not be assigned or encumbered by Seller before Closing, except as may have been previously done in connection with Seller's loan secured by the Property and which Seller will cause to be released or re-assigned at Closing.

8. Seller's Information. Seller has previously delivered or made available to Purchaser at Seller's offices the following (collectively, "Seller's Information"):

a. Fully executed copies of all Leases, including guaranties;

b. Copies of all contracts affecting the Property (including, without limitation, contracts relating to security, maintenance, material repairs, cleaning, etc.);

Purchaser has reviewed and approved the Seller's Information, and hereby waives any right to terminate this Contract as a result of the matters disclosed in the Seller's Information.

9. Covenants of Seller. Seller covenants and agrees with Purchaser as follows:

a. After the Effective Date, Seller will not extend, renew or amend any Leases without the prior written approval of Purchaser if doing so would violate the required cancellation provisions of the Leaseback Agreement (as hereinafter defined).

b. After the Effective Date, Seller will not, without the prior written consent of Purchaser, enter into any service, maintenance, or management agreement with respect to the Property which is not terminable upon thirty (30) days' prior notice. Any such agreements requiring Purchaser's approval which are entered into by Seller that are not approved or deemed to be approved by Purchaser shall not be a liability of Purchaser or the Property after the Closing.

c. From and after the Effective Date, Seller will continue to cause the Property to be covered by fire and extended coverage casualty insurance in an amount not less than the full replacement cost thereof.

d. From and after the Effective Date, Seller shall not, without the prior written consent of Purchaser, further assign, transfer, make subject to any lien or encumbrance, or

hypothecate any rents or the right of Seller to any rents due or to become due under the Leases, or any other rights of Seller under the Leases.

10. Seller's Representations and Warranties; Disclosures. Seller hereby represents and warrants to Purchaser the following, except as disclosed to the contrary to Purchaser in writing (including as part of the Seller Information):

a. The Leases delivered to Purchaser are true, correct, and complete copies thereof. Seller discloses to Purchaser that Seller has been advised that Time Warner intends to vacate the Property prior to the expiration of the term of its Lease.

b. Seller has received no written notice that the location, construction, occupancy, operation and use of the Property (including any improvements and equipment forming any part thereof) violate any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority in any material respect.

c. The Property and Seller are not, to Seller's current actual knowledge, currently subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any law pertaining to the environment.

d. Except for the tenants under Leases, to Seller's knowledge there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

e. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or pending against Seller or the Property.

f. At the Closing, Seller agrees to execute an affidavit that there are no unpaid bills for labor or materials furnished to Seller in connection with the Property that would cause a mechanic's or materialmen's lien to be filed on the Property.

g. To Seller's knowledge, there is no right of first refusal, option to purchase, purchase contract or other prior right of any party to purchase any portion of the Property.

EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND IN THE TITLE WARRANTY TO BE INCLUDED IN THE DEED (AS HEREAFTER DEFINED), THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS, AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. ANY DISCLOSURES MADE BY SELLER, WHETHER IN THE SELLER'S INFORMATION, IN THIS CONTRACT OR OTHERWISE, SHALL NOT BE CONSTRUED TO REQUIRE SELLER TO MAKE ANY FURTHER DISCLOSURES WITH RESPECT TO THOSE OR ANY OTHER MATTERS.

11. Closing; Closing Documents.

a. Closing; Possession. The Closing shall take place at the offices of the Title Company on or before August 31, 2010, or such time, date and place as Purchaser and Seller may agree. Time is of the essence with respect to the Closing Date and the delivery at the Closing of the Purchase Price.

b. Seller's Closing Documents. At the Closing Seller shall deliver or cause to be delivered to Purchaser each of the following:

(i) Deed of Conveyance. A duly executed and acknowledged special warranty deed ("Deed"), in the form as shown in Exhibit "C" attached hereto, containing a description of the Land and conveying title to the Land and Buildings to the State of Texas, free and clear of any and all liens, reservations, restrictions, easements, security agreements, pledges and other encumbrances, except the Permitted Exceptions, to which this sale and the conveyance of the Property shall be made and accepted subject.

(ii) Assignment of Leases. A duly executed assignment of leases ("Assignment"), assigning the Leases and the other intangible property described in Paragraph 1.c.(ii) above to Purchaser.

(iii) Owner Policy of Title Insurance. The Owner Policy of Title Insurance (as described in and subject to the requirements of paragraph 6.b above) containing only the Permitted Exceptions.

(iv) Other Documents and Items. Any other documents and items required by this Contract to be delivered by Seller at the Closing.

c. Purchaser's Closing Documents. At the Closing Purchaser, at Purchaser's expense, shall deliver to Seller the following:

(i) Payment of Purchase Price. The Purchase Price, less the Escrow Deposit, in the form required in paragraph 3.b. above, and Purchaser shall cause the Title Company to disburse the Escrow Deposit to Seller concurrently with the Closing of the sale.

(ii) Other Documents. Any other documents or items required by this Contract to be delivered by Purchaser at the Closing.

12. Adjustments at Closing. The following prorations and adjustments shall be made at the Closing and, as the case may be, deducted from or added to the amount Purchaser is required to pay at the Closing under paragraph 3.b. above:

a. Taxes Ad valorem taxes for the year of Closing shall be prorated at the Closing Date and shall be adjusted in cash at the closing. If the tax rate has not been fixed for that 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.

b. Title Insurance and Other Closing Expenses. Except as is otherwise provided herein, Purchaser shall pay all customary closing expenses and the title policy premium, and each party shall be responsible for the payment of its own attorney's fees.

13. Remedies Upon Default. Subject to the additional remedial provisions of set forth elsewhere in this Agreement, if Seller fails to complete this sale in accordance with the terms and provisions of this Contract for any reason except Purchaser's default, Purchaser shall have, as Purchaser's only remedies against Seller, the option of (a) terminating this Contract by giving written notice to Seller at or prior to the Closing, whereupon the Escrow Deposit shall be returned to Purchaser by the Title Company, and Purchaser and Seller shall have no other or further liability or obligation to each other, or (b) enforcing specific performance of the Contract. If Purchaser fails to complete this sale in accordance with the terms and provisions of this Contract for any reason except Seller's default, Seller shall have, as Seller's only remedies against Purchaser, the option of (a) terminating this Contract by giving notice to Purchaser and to the Title Company, whereupon the Escrow Deposit shall immediately be paid to Seller as consideration for the right given to Purchaser in this Contract to purchase the Property (it being agreed that it would be extremely difficult, if not impossible, to calculate the actual damages to Seller), after which Purchaser and Seller shall have no other or further liability or obligation to each other hereunder, and this Contract shall be deemed to have been terminated on the date Seller notifies Purchaser of Seller's election of this right to terminate this Contract, or (b) enforcing specific performance of the Contract.

14. Casualty. Neither party shall have the option to terminate this Contract on account of any fire or other casualty.

15. Notices. Any notices required or permitted to be given under this Contract shall be in writing and shall be deemed to be given (a) when actually received by that person, or (b) three (3) days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address indicated herein, or to a different address as previously given in a notice to the other party. A copy of any notice given to Seller shall be given at the same time and in the same manner as the notice to Seller to:

A copy of any notice given to Purchaser shall be given at the same time and in the same manner as the notice to Purchaser to:

Sheets & Crossfield, P.C.
Attn: Charlie Crossfield
309 East Main Street
Round Rock, Texas 78664
512/255-8877

16. Title Company as Escrow Agent. The parties hereto by their execution hereof hereby appoint the Title Company to act as escrow agent in retaining any closing documents and deposits of funds in accordance with the terms of this Contract. In handling any escrowed funds, the Title Company shall be governed by the terms contained herein and shall not be responsible for the validity, sufficiency or enforceability of any of the terms of this Contract. The Title Company shall not be charged with any notice, fact or information not specifically set forth herein. The Title Company shall be entitled to rely on any written notice, demand or document which in good faith is believed to be genuine, and it shall not be required to inquire as to identity, authority or rights of the undersigned. The Title Company shall not be liable for any act or omission by or on behalf of the Title Company with respect to this Contract, except in cases of gross negligence or willful misconduct, provided, however, the Title Company shall be liable for the funds actually deposited in its possession. The Title Company shall not be authorized to apply any escrowed funds to any indebtedness of any party hereto or withhold the disbursement of such funds for reasons except as provided in this Contract.

17. Miscellaneous.

a. Complete Agreement; Headings; Waiver. This Contract contains the complete agreement of the parties and cannot be amended or modified except by written agreement signed by Seller and Purchaser. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the scope, content or extent of this Contract or any part of it. If any portion of this Contract is held by a court of proper jurisdiction to be invalid or inoperative, then so far as is reasonable and possible the remainder of the Contract shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provisions of this Contract shall not be deemed to be a waiver of that party's right to enforce against the other party the same or any other term or provision. The terms and provisions of this Contract shall not merge with, or be extinguished or otherwise affected by, any subsequent conveyance or instrument between the parties, unless the instrument specifically so states and is signed by both parties.

b. Governing Law. This Contract and the obligations under this Contract shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas, and venue for any disputes hereunder shall be Travis County, Texas.

c. Execution in Counterparts. The Contract can be executed in counterparts, each of which shall be an original and, upon the delivery to the Title Company of one or more of the contracts signed by all parties, together will constitute a fully executed and binding contract. As soon as possible, the parties agree to exchange contracts so that each party will have a fully executed contract.

d. Effective Date of Contract. For purposes of this Contract it is agreed that the effective date of this Contract shall be the date on which a fully executed copy of this Contract, signed by both Seller and Purchaser, is deposited with the Title Company along with the Initial Escrow Deposit provided for herein (the "Effective Date"). The Initial Escrow Deposit receipt issued by the Title Company shall be conclusive evidence of the Effective Date.

e. Construction of Agreement. Seller and Purchaser acknowledge each to the other that both they and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits to it.

f. Business Days. If any deadline, date or time for performance of any obligation hereunder falls on a Saturday, Sunday, legal holiday or day in which banks in Williamson County, Texas are closed for the normal conduct of business, then such deadline, date or time for performance shall be automatically extended to the first day which is not a Saturday, Sunday, legal holiday or day when banks in Williamson County, Texas are closed for the normal conduct of business.

g. Threat of Condemnation. This contract is being entered into and executed by Seller in lieu of and under the threat of condemnation proceedings to acquire the Property.

SELLER:

KAFII DEVELOPMENT CO.

By: _____
Its: _____

Address: _____

Date signed by Seller:

_____, 2010.

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____

Mike Heiligenstein
Executive Director

Address: 301 Congress Avenue, Suite 650
Austin, Texas 78701

Date signed by Purchaser:

_____, 2010

Exhibits:

- Exhibit A - Description of the Land
- Exhibit B –List of Leases
- Exhibit C – Form of Special Warranty Deed

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

RESOLUTION NO. 10-80

**RESOLUTION AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
(Parcel 10C)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.009 acres described by metes and bounds in the Real Estate Contract attached as Attachment "A" to this Resolution (the "Subject Property"), owned by ERNEST KARAM, TRUSTEE (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Attachment "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$2,500.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 10-80
Date Passed: 7/28/10

Attachment "A"
Real Estate Contract for Parcel 10C

REAL ESTATE CONTRACT
Highway 290E Right of Way

State of Texas
County of Travis

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

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.009 acre tract of land, more or less, out of the H.T. Davis Survey No. 30, Abstract No. 214, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 10C);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property, and any damages or cost to cure for the remaining property of Seller, shall be the sum of TWO THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$2,500.00).

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;
- (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 Independence Title Company on or before August 30, 2010, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

Prorations

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

Closing Costs

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

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

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:


Ernest Karam, Trustee

Date: 7-9-10

Address: 1919 San Pedro
San Antonio TX
78212

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.: 10C
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 10C

DESCRIPTION OF 0.009 OF ONE ACRE (397 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.96 ACRES IN A DEED TO ERNEST KARAM, TRUSTEE, OF RECORD IN DOCUMENT 2006009022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.009 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 by a TxDOT Type II concrete monument after acquisition, 360.97 feet right of U.S. 290 Engineer's Baseline Station 288+19.92, same being in the southeast line of said Lot 3 and said Karam tract and in the existing northwest ROW line of Springdale Road, a public ROW for which no record information was found, from which a 1/2" iron rod found at the south corner of said Lot 3 and said Karam tract and the east corner of Tract 1, Springdale Road Commercial No. 2, a subdivision of record in Book 78, Page 194, Plat Records, Travis County, Texas, said Tract 1 being described in a deed to Austin Nelson Company, Inc., of record in Volume 6769, Page 554, Deed Records, Travis County, Texas, bears S27°50'09"W 284.52 feet;

THENCE, with the northwest line of this tract, and the proposed northwest ROW line of Springdale Road, crossing said Lot 3 and said Karam tract, the following two (2) courses numbered 1 and 2;

- 1) N24°54'07"E 120.52 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 257.51 feet right of U.S. 290 Engineer's Baseline Station 288+81.74; and

EXHIBIT ____

- 2) **N34°04'18"W 2.08 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 255.68 feet right of U.S. 290 Engineer's Baseline Station 288+80.76 at the northwest corner of this tract, same being in the north line of said Lot 3 and said Karam tract and the south line of Lot 1, Fairmont Foods Subdivision No. 1, a subdivision of record in Book 82, Page 23, Plat Records, Travis County, Texas and the south line of that tract described as Tract 1 in a deed to Speedy Stop Food Stores, Ltd., of record in Document Number 2002105076, Official Public Records, Travis County, Texas from which a 1/2" iron rod found at the southwest corner of said Lot 1, Fairmont Foods Subdivision No. 1 and said Speedy Stop Food Stores, Ltd. Tract 1, being the southeast corner of that tract described as Tract 2 in said deed to Speedy Stop Food Stores, Ltd. and the southeast corner of Lot 1 of Speedy Stop No. 216, a subdivision of record in Document Number 200300338, Official Public Records, Travis County, Texas, also being an angle point in said north line of Lot 3 and Karam tract, bears **S87°26'47"W 118.55 feet**;

- 3) THENCE, with the north line of this tract, said Lot 3, and said Karam tract and the south line of Lot 1, Fairmont Foods subdivision, **N87°26'47"E**, passing at 3.48 feet a calculated point at the southeast corner of said Lot 1, Fairmont Foods, and said Speedy Stop tract and the southwest corner of a 5 foot wide Street Dedication as dedicated by plat of said Fairmont Foods subdivision and the existing northwest ROW line of Springdale Road, continuing with the south line of said 5 foot wide Street Dedication, 5.80 feet for a total distance of **9.28 feet** to a calculated point at the northeast corner of this tract, said Lot 3, and said Karam tract;

EXHIBIT ____

- 4) THENCE, with the southeast line of this tract, said Lot 3, and said Karam tract and the existing northwest ROW line of Springdale Road, S27°50'09"W 126.04 feet to the POINT OF BEGINNING and containing 0.009 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.

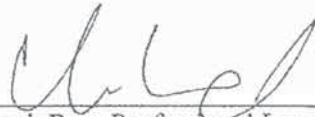
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 5th day of March, 2010 A.D.

SURVEYED BY:

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



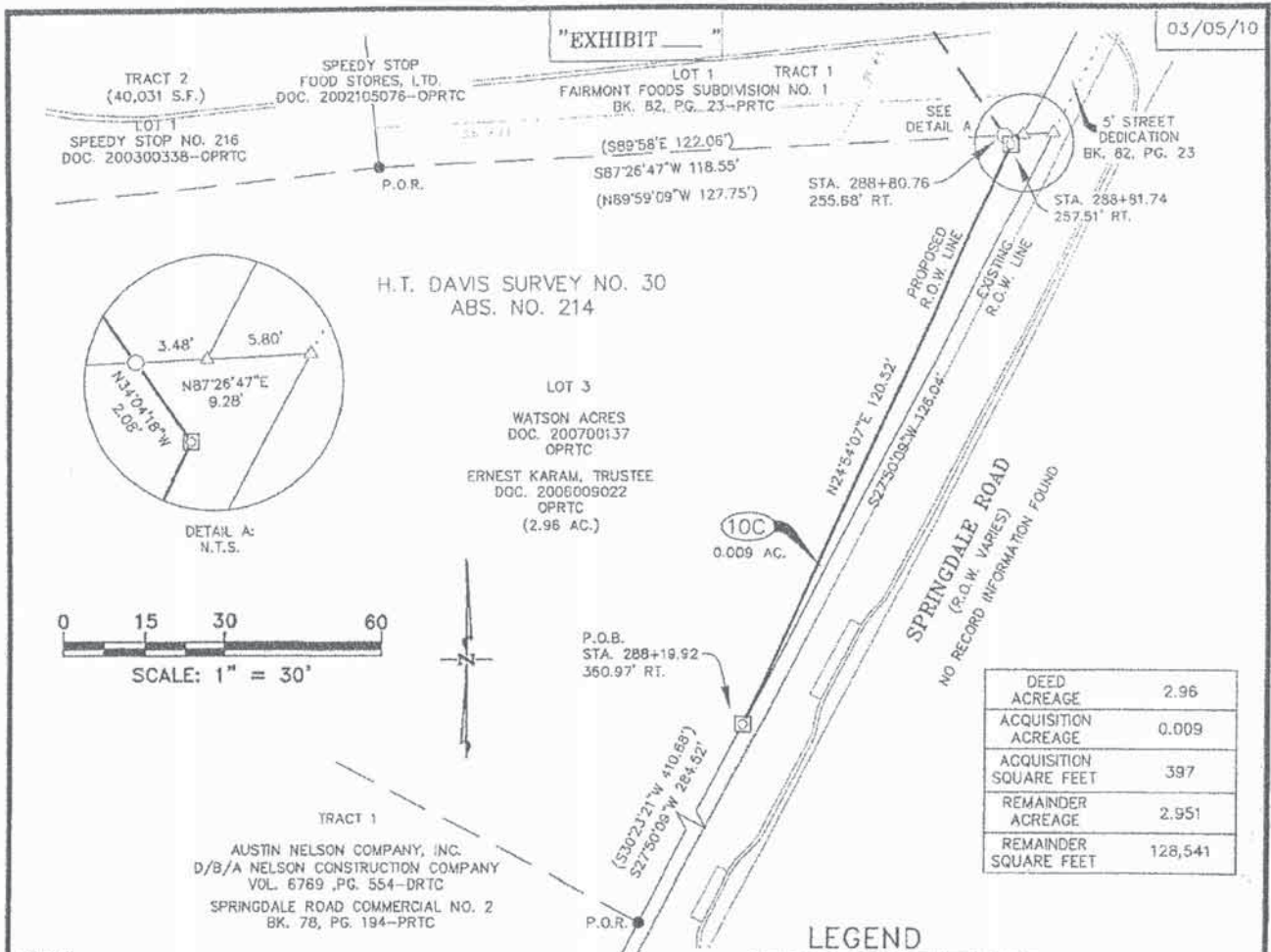
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P10C

Issued 02/27/09;

Revised 5/15/09; 7/17/09; 9/16/09; 12/4/09, 3/5/10





DEED ACREAGE	2.96
ACQUISITION ACREAGE	0.009
ACQUISITION SQUARE FEET	397
REMAINDER ACREAGE	2.951
REMAINDER SQUARE FEET	128,541

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 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

03/05/10

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 0.009 AC. OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, SAME BEING A PORTION OF LOT 3, BLOCK A, WATSON ACRES, A SUBDIVISION OF RECORD IN DOCUMENT 200700137, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. SAID LOT 1 BEING DESCRIBED IN A DEED TO ERNEST KARAM, TRUSTEE, OF RECORD IN DOCUMENT 2006009022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
 U.S. 290
 CSJ 0114-02-085
 PARCEL 10C
 PAGE 4 OF 4

FINAL CLOSURE PARCEL 10C US HIGHWAY 290

PARCEL 10C SKETCH MAPCHECK

North: 10093717.4524 East: 3141627.1070
Course: N 24-54-07 E Distance: 120.52000
North: 10093826.7676 East: 3141677.8539
Course: N 34-04-18 W Distance: 2.08000
North: 10093828.4906 East: 3141676.6887
Course: N 87-26-47 E Distance: 9.28000
North: 10093828.9040 East: 3141685.9594
Course: S 27-50-09 W Distance: 126.04000
North: 10093717.4482 East: 3141627.1064

Perimeter: 257.92000

Area: 397.13447 0.00912 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004222 Course: N 08-39-36 E
Precision 1: 61094.41

PARCEL 10C STRIPMAP MAPCHECK

North: 10092092.4226 East: 3141572.4520
Course: N 24-54-07 E Distance: 120.52000
North: 10092201.7379 East: 3141623.1990
Course: N 34-04-18 W Distance: 2.08000
North: 10092203.4608 East: 3141622.0337
Course: N 87-26-47 E Distance: 9.28000
North: 10092203.8743 East: 3141631.3045
Course: S 27-50-09 W Distance: 126.04000
North: 10092092.4185 East: 3141572.4514

Perimeter: 257.92000

Area: 397.13447 0.00912 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004222 Course: N 08-39-36 E
Precision 1: 61094.41

PARCEL 10C DESCRIPTION MAPCHECK

North: 10114594.2821 East: 3124001.1973
Course: N 24-54-07 E Distance: 120.52000
North: 10114703.5973 East: 3124051.9443
Course: N 34-04-18 W Distance: 2.08000
North: 10114705.3202 East: 3124050.7790
Course: N 87-26-47 E Distance: 9.28000
North: 10114705.7337 East: 3124060.0498

**FINAL CLOSURE PARCEL 10C
US HIGHWAY 290**

PARCEL 10C DESCRIPTION MAPCHECK cont.

Course: S 27-50-09 W Distance: 126.04000
North: 10114594.2779 East: 3124001.1967

Perimeter: 257.92000

Area: 397.13447 0.00912 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.004222 Course: N 08-39-36 E
Precision 1: 61094.41