

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

**RESOLUTION NO. 11-060**

**Approve Change Order #2 for Additional Pavement and Signal Work on  
the Construction Contract with Webber LLC for the  
Manor Expressway Direct Connectors at US 183 Project.**

WHEREAS, by Resolution No. 09-83, dated December 17, 2009, the Board of Directors awarded a construction contract for the Manor Expressway Direct Connectors at US 183 Project, also referred to as Segment 1 of the 290E Toll Project (the "Project"), to W.W. Webber LLC ("Webber"), and authorized and directed the Executive Director to finalize and execute a contract with Webber for provision of those services; and

WHEREAS, Contract No. 10290E22701C for construction of the Project was fully executed by CTRMA and Webber and became effective on April 27, 2010; and

WHEREAS, CTRMA staff and its general engineering consultant have requested that Webber prepare and submit a proposal to construct a second left turn lane and traffic signalization for eastbound US 290 traffic turning left onto Tuscany Way, for pavement restriping on the US 183 northbound frontage road lanes, and under drain construction on the Project; and

WHEREAS, the proposed Change Order No. 2 to Contract No. 10290E22701C ("Change Order No. 2"), attached and incorporated into this Resolution as Attachment A, sets forth a scope of services to implement the requested Project changes; and

WHEREAS, because the additional cost of Change Order No. 8 exceeds \$150,000.00, the Board of Directors must approve this proposed change order.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Change Order No. 2 in the form or substantially the same form as Attachment A; and

BE IT FURTHER RESOLVED, that Change Order No. 2 may be finalized and executed by the Executive Director on behalf of CTRMA.

*[Signatures appear on the following page]*

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-060  
Date Passed: 5/25/11

**ATTACHMENT "A" TO RESOLUTION 11-060**

**PROPOSED CHANGE ORDER NO. 2**

[on the following 9 pages]



Central Texas Regional  
Mobility Authority

# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

CHANGE ORDER NUMBER: 2

- 1. CONTRACTOR: W.W. Webber, LLC
- 2. Change Order Work Limits: Sta. 205+00.00 to Sta. 285+00.00
- 3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)
- 4. Reasons: 3F (In order of importance - Primary first)

5. Describe the work being revised:

See attached description.

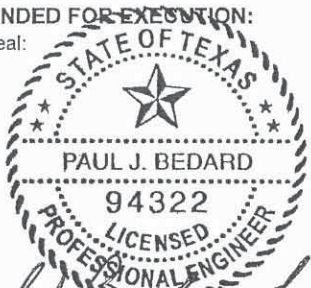
Project Name: 290E Toll Project  
 Contract No: 10290E22701c  
 CCSJ: 0114-02-090  
 Highway: 290E  
 County: Travis  
 District: Austin  
 FAP Number: STP 2009(489)ES

- 6. Work to be performed in accordance with Items: 110,132,341,460,467,496,512,530,556,624,636,644,662,666,672,677,680,681,682,684,6266,8120
- 7. New or revised plan sheet(s) are attached and numbered:  45,72,73,111-114,119-122,915,217A,244A,288A,296A,315A,315B,923A,995A,995B,1072A
- 8. New general notes to the contract are attached: Yes  No
- 9. New Special Provisions to Item No. 6266 and Special Specification Item 6266,8120 are attached. X

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>4-18-11</u></p> <p>By <u>J. Haswell</u></p> <p>Typed/Printed Name <u>J Haswell</u></p> <p>Typed/Printed Title <u>Area Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>20</u></p> <p>Amount added by this change order: \$ <u>265,306.88</u></p> <p><b>For TxDOT/CTRMA/FHWA use only:</b></p> <p>Original Contract Amount \$ <u>52,575,545.77</u></p> <p>Revised Contract Amount To Date \$ <u>53,362,227.12</u></p> <p>Days FHWA non-participating _____</p> <p>CO Portion FHWA non-participating _____</p>
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RECOMMENDED FOR EXECUTION:  
Engineers Seal:



(1) Paul J. Bedard 4/6/11  
GEC Segment Manager Date

(2) Terry L. Lape 04/07/11  
GEC Construction Manager Date

(7) \_\_\_\_\_  
TxDOT Project Engineer Date  
 APPROVED  REQUEST APPROVAL

(3) Wally M. Burger  
CTRMA Director of Engineering Date  
 APPROVED  REQUEST APPROVAL

(4) \_\_\_\_\_  
CTRMA, General Counsel Date  
 APPROVED  REQUEST APPROVAL

(5) \_\_\_\_\_  
CTRMA, Executive Director Date  
 APPROVED  REQUEST APPROVAL

(6) \_\_\_\_\_  
FHWA Area Engineer (Verbal Approval) Date  
 APPROVED  REQUEST APPROVAL

(8) \_\_\_\_\_  
FHWA Area Engineer Date  
 APPROVED  REQUEST APPROVAL



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

## 290E Segment 1 Project

CHANGE ORDER NUMBER: 2

TABLE A: Force Account Work and Materials Placed into Stock

Estimated Cost:

	LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
						ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
110 2001	3F	EXCAVATION (ROADWAY)	CY	99,414.00	\$6.00	596,484.00	99,495.00	\$6.00	596,970.00	\$486.00
132 2006	3F	EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	44,725.00	\$9.00	402,525.00	45,142.00	\$9.00	406,278.00	\$753.00
341 2014	3F	D-GR HMA (GCCQA) TY-B PG70-22	TON	40,487.00	\$63.20	2,558,778.40	41,104.00	\$63.20	2,597,772.80	\$38,994.40
341 2066	3F	D-GR HMA (GCCQA) TY-C PG76-22	TON	2,901.00	\$69.20	200,749.20	3,000.00	\$69.20	207,600.00	\$5,850.80
432 2002	3F	CONCRETE RIP RAP 5"	CY	598.00	\$300.00	179,400.00	610.00	\$300.00	183,000.00	\$3,600.00

496 2004	3F	REMOV STR (SET)	EA	8.00	\$500.00	4,000.00	9.00	\$500.00	4,500.00	\$500.00
512 2017	3F	PORT CTB (DES SOURCE)(LOW PROF)(TY 1)	LF	2,980.00	\$7.00	20,860.00	2,880.00	\$7.00	20,160.00	(\$700.00)
512 2035	3F	PORT CTB (STKFL)(LOW PROF)(TY 1)	LF	2,980.00	\$6.00	17,880.00	3,080.00	\$6.00	18,480.00	\$600.00
512 2011	3F	PORT CTB (DES SOURCE)(SAFETY SH)(TY 2)	LF	19,260.00	\$6.00	115,560.00	20,220.00	\$6.00	121,320.00	\$5,760.00
512 2020	3F	PORT CTB (MOVE)(SAFETY SH)(TY 2)	LF	8,100.00	\$4.00	32,400.00	8,430.00	\$4.00	33,720.00	\$1,320.00
530 2010	3F	DRIVEWAYS (CONC)	SY	151.00	\$75.00	11,325.00	399.00	\$75.00	29,925.00	\$18,600.00
566 2001	3F	PIPE UNDERDRAINS (TY 1) (6")	LF	4,121.00	\$20.00	82,420.00	6,521.00	\$20.00	130,420.00	\$48,000.00
624 2014	3F	GROUND BOX TY D (162922) W/APRON	EA	21.00	\$700.00	14,700.00	22.00	\$700.00	15,400.00	\$700.00

644 2025	3F	INS SM RD SN SUP&AM TY S80(1) SA(TT)	EA	27.00	\$800.00	21,600.00	28.00	\$800.00	22,400.00	\$800.00
644 2058	3F	RELOCATE SM RD SN SUP & AM TY S80	EA	4.00	\$600.00	2,400.00	7.00	\$603.75	4,226.25	\$1,826.25
662 2001	3F	WK ZN PAV MRK NON-REMOV (W) 4" (BRK)	LF	4,020.00	\$0.30	1,206.00	4,610.00	\$0.30	1,383.00	\$177.00
662 2002	3F	WK ZN PAV MRK NON-REMOV (W) 4" (DOT)	LF	605.00	\$0.50	302.50	620.00	\$0.50	310.00	\$7.50
662 2004	3F	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	20,848.00	\$0.30	6,254.40	21,196.00	\$0.30	6,358.80	\$104.40
662 2012	3F	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	376.00	\$0.40	150.40	463.00	\$0.40	185.20	\$34.80

662 2032	3F	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	19,269.00	\$0.30	5,780.70	19,655.00	\$0.30	5,896.50	\$115.80
662 2064	3F	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	249.00	\$2.00	498.00	389.00	\$2.00	778.00	\$280.00
662 2065	3F	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	0.00	\$	-	12.00	\$1.27	15.24	\$15.24
662 2067	3F	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	2,631.00	\$1.00	2,631.00	3,123.00	\$1.00	3,123.00	\$492.00
662 2075	3F	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	492.00	\$1.50	738.00	1,563.00	\$1.50	2,329.50	\$1,591.50
662 2099	3F	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	1,294.00	\$1.00	1,294.00	1,694.00	\$1.00	1,694.00	\$400.00
666 2003	3F	REFL PAV MRK TY (W) 4" (BRK) (100MIL)	LF	5,220.00	\$0.40	2,088.00	5,585.00	\$0.40	2,234.00	\$146.00
666 2036	3F	REFL PAV MRK TY (W) 8" (SLD) (100MIL)	LF	11,314.00	\$0.60	6,788.40	12,222.00	\$0.60	7,333.20	\$544.80
666 2042	3F	REFL PAV MRK TY (W) 12" (SLD) (100MIL)	LF	1,582.00	\$3.10	4,935.20	1,794.00	\$3.10	5,561.40	\$526.20
666 2048	3F	REFL PAV MRK TY (W) 24" (SLD) (100MIL)	LF	176.00	\$5.00	880.00	308.00	\$5.00	1,540.00	\$560.00
666 2054	3F	REFL PAV MRK TY (W) (ARROW) (100MIL)	EA	13.00	\$90.00	1,170.00	17.00	\$90.00	1,530.00	\$360.00
666 2096	3F	REFL PAV MRK TY (W) (WGRD) (100MIL)	EA	13.00	\$100.00	1,300.00	17.00	\$100.00	1,700.00	\$400.00
666 2111	3F	REFL PAV MRK TY (Y) 4" (SLD) (100MIL)	LF	7,416.00	\$0.30	2,224.80	8,320.00	\$0.30	2,496.00	\$271.20
666 2126	3F	REFL PAV MRK TY (Y) 12" (SLD) (100MIL)	LF	0.00	\$	-	51.00	\$2.81	143.31	\$143.31
672 2017	3F	REFL PAV MRK TY (L-C-R)	EA	635.00	\$3.00	1,905.00	638.00	\$3.00	1,914.00	\$9.00
677 2001	3F	ELIM EXT PAV MRK & MRKS (4")	LF	13,141.00	\$1.50	19,711.50	14,112.00	\$1.50	21,168.00	\$1,456.50
677 2003	3F	ELIM EXT PAV MRK & MRKS (8")	LF	768.00	\$2.00	1,536.00	2,250.00	\$2.00	4,500.00	\$2,964.00
677 2008	3F	ELIM EXT PAV MRK & MRKS (ARROW)	EA	0.00	\$	-	10.00	\$102.00	1,020.00	\$1,020.00
677 2018	3F	ELIM EXT PAV MRK & MRKS (WGRD)	EA	0.00	\$	-	4.00	\$125.00	500.00	\$500.00
680 2002	3F	INSTALL HWY TRF SIG (ISOLATED)	EA	0.00	\$	-	1.00	\$12,705.00	12,705.00	\$12,705.00
681 2001	3F	TEMP TRAF SIGNALS	EA	0.00	\$	-	2.00	\$29,366.40	58,732.80	\$58,732.80
682 2001	3F	BACK PLATE (12 IN) (3 SEC)	EA	0.00	\$	-	1.00	\$52.72	52.72	\$52.72
682 2022	3F	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	0.00	\$	-	1.00	\$194.47	194.47	\$194.47
682 2024	3F	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	0.00	\$	-	1.00	\$220.72	220.72	\$220.72
682 2026	3F	VEH SIG SEC (12 IN) LED (RED ARW)	EA	0.00	\$	-	1.00	\$178.72	178.72	\$178.72



CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			NEW			OVERRUN/ UNDERRUN
				QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
684 2033	3F	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	0.00		-	15.00	\$4.20	\$63.00	\$63.00
6266 2001	3F	VVDS PROCESSOR SYSTEM	EA	0.00		-	1.00	\$10,237.34	10,237.34	\$10,237.34
6266 2002	3F	VVDS CAMERA ASSEMBLY	EA	0.00		-	6.00	\$1,654.22	9,926.32	\$9,926.32
6266 2003	3F	VVDS SET - UP SYSTEM	EA	0.00		-	1.00	\$420.00	420.00	\$420.00
6266 2005	3F	VVDS COMMUNICATION CABLE (COAXIAL)	LF	0.00		-	1,224.00	\$2.10	2,570.40	\$2,570.40
8120 2002	3F	ROUTINE MONITORING OF TIMING PLANS	MO	0.00		-	20.00	\$1,160.55	23,211.00	\$23,211.00
8120 2003	3F	SPECIAL ADJUSTMENT OF TIMING PLANS	EA	0.00		-	1.00	\$816.68	816.68	\$816.68
EXTRA WORK										
460 XXXX	3F	CMP (GAL STL 13 x 20 IN)(OVAL)	LF	0.00		-	28.00	\$32.44	908.32	\$908.32
467 2272	3F	SET (TY II)(16 IN)(CMP)(6:1)	EA	0.00		-	1.00	\$1,000.00	1,000.00	\$1,000.00
624 2034	3F	REMOVE EXISTING GROUND BOXES	EA	0.00		-	1.00	\$288.75	288.75	\$288.75
636 2001	3F	ALUMINUM SIGNS (TY A)	SF	0.00		-	6.00	\$20.99	125.94	\$125.94
662 2017	3F	WK ZN PAV MKR NON-REMOV (W) (ARROW)	EA	0.00		-	2.00	\$43.00	86.00	\$86.00
662 2018	3F	WK ZN PAV MKR NON-REMOV (W) (DBL ARROW)	EA	0.00		-	1.00	\$48.00	48.00	\$48.00
662 2027	3F	WK ZN PAV MKR NON-REMOV (W) (WORD)	EA	0.00		-	2.00	\$56.00	112.00	\$112.00
TOTALS										
					\$	4,322,475.50		\$	4,587,782.38	\$265,306.88

**Change Order No. 2 -- Revised Contract Amount to Date Summary**

Original Contract: \$ 52,575,545.77

	Amount	Description	Revised Contract Amt to Date:
C.O. #1	\$ 148,122.16	Typical Section Revisions w/ 3x5 Rock	\$ 52,723,667.93
C.O. #3	\$ 10,000.00	Partnering	\$ 52,733,667.93
C.O. #6	\$ 96,000.00	Drilled Shaft Overruns	\$ 52,829,667.93
C.O. #7	\$ -		On Hold
C.O. #8	\$ 182,541.99		\$ 53,012,209.92
C.O. #4	\$ 84,710.32	Traffic Control Items/Recycling/Sign Socks	\$ 53,096,920.24
C.O. #2	\$ 265,306.88	Underdrain, double left turn at Tuscany, TCP NBFR	\$ 53,362,227.12
C.O. #5	\$ -	Revised RW0113 and RW0115	On Hold
C.O. #7		Drilled Shaft Remedy	

Summary Prepared by:

*Paul J. Bedard*  
 \_\_\_\_\_  
 Paul J. Bedard

*3/28/11*  
 \_\_\_\_\_  
 Date



## **Change Order #2**

### **Time Extension #1**

#### **Days added with CO #2 = 20 Working Days**

This time extension is granted as a negotiated amount in order to allow the Contractor to construct the road work and signal work for the double left turn at Tuscany Way. This double left turn at Tuscany must be ready to receive traffic for the Phase 4 alignment shift.

## **Change Order #2**

### **Description of Work Being Revised**

#### **5a. Double Left Turn at Tuscany Way**

1. Addition of a second left turn lane and signalization for the eastbound 290 traffic turning left onto Tuscany Way.
2.

The original traffic control plans called for 290 eastbound left turn access to Cross Park Drive being maintained throughout Phases 1 through 3. In Phase 4, the left turn at Cross Park would be closed, requiring all east bound traffic to turn left at Tuscany Way. It is PBS&J's understanding that the second left turn lane at Tuscany Way was to be built by the contractor of the formerly planned Segment 1a. Because this will not be done, Webber will construct a second left turn lane at Tuscany to alleviate anticipated traffic congestion caused by the closing of the left turn onto Cross Park Drive.

Signal work will include both the Tuscany Way intersection and the Springdale Road intersection because the signals are interconnected. The signal work includes the installation of new controllers at both intersections. Also included in the contractor pricing is the maintenance of the temporary traffic signals as a separate item.

#### **5b. Adjustment of Project Limits**

1. This change order includes the adjustment of the project limits to include Springdale Road. Signal work at Springdale Road will occur because the signal at that location is wired together with the signal at Tuscany Way.

#### **5c. Restripe US 183 NBFR Lanes**

Original traffic control plans stated that ramps along US 183 could be closed to construct the direct connectors. This included both the northbound exit ramp from US 183 to 290E and the northbound exit ramp from US 183 to Cameron Road. The CTRMA realized they did not want consecutive exits closed at the same time and wanted to keep the northbound exit from US 183 to 290E open until the northbound exit to Cameron Road was reopened.

At the same time it was discovered that in order to safely construct the NWDC Bent 7 Right foundation, the left lane of the US 183 frontage road between the 290E exit ramp and the 290E intersection needed to be temporarily closed. In order to reduce the traffic to two lanes at this location the US 183 NBFR would need to be restriped to move traffic over to the middle and right lanes only. The CTRMA determined these traffic control costs are the Contractor's responsibility.

The CTRMA agrees to pay for implementing the revised Traffic Control Plan for the Northbound Frontage Road as compensation to the Contractor for keeping the northbound exit to 290E open until the northbound exit to Cameron Road is reopened. The Contractor is complying with this exit ramp closure requirement.

This Change Order is compensation for implementing the revised Traffic Control Plan on the Northbound US 183 Frontage Road.

#### **5d. Increase in Underdrain Quantities**

1. The quantity of the Pipe Underdrains needs to be increased due to underdrains not being shown in the original plans at the following locations
  - a. 600 LF at EB Ramp R02 to connect to the existing underdrain system.
  - b. 100 LF at RW0113, RW0114, and RW0115 to drain 3X5 rock.
  - c. 500 LF for RW0116. RW0116 is a cut wall, and underdrain is typically installed in cut walls.
  - d. 1200 LF as an estimated contingency for other location as yet to be addressed.
  
2. Total estimated quantity of underdrain overrun is 2,400 LF.

## REVISION MEMO



Central Texas Regional  
Mobility Authority

**DATE:** February 2, 2011  
**TO:** Paul Bedard, PE, Project Manager  
**FROM:** Jose M. Sandoval, PE  
**SUBJECT:** CHANGE ORDER 2  
REVISION NUMBER 1  
290 East Segment 1  
CSJ No. 0114-02-090

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### AFFECTED SHEETS:

REMOVE: None

REPLACE: 45, 72, 73, 111, 112, 113, 114, 119, 120, 121, 122, 915

ADD: 217A, 244A, 288A, 296A, 315A, 315B, 923A, 995A, 995B, 1072A, General Notes-Signals,  
Special Specification 6266, Special Provision 6266-017, Special Specification 8120

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### DESCRIPTION OF SHEET CHANGES:

<u>Sheet No(s).</u>	<u>Revised Date</u>	<u>Brief Description of Changes</u>
45, 72, 73, 217A, 288A, 296A, 915, 923A, 995A, 995B	11/02/2010	Addition of 2nd left turn lane
315A, 315B, 1072A	11/02/2010	Additional Standard Sheets
111	11/02/2010	Shifted LPCB on US 183 NB frontage road
112	11/02/2010	Added PCTB for lane closure, pave markings for lane shift
113	11/02/2010	Added PCTB and drums for lane closure
114	11/02/2010	Added drums and signage for lane closure
119, 120, 121, 122	11/02/2010	Restripe US 183 NBFR lanes
244A	11/02/2010	Added driveway at WBFR CL STA 465+31.15

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### CONSTRUCTION CONTRACT CHANGE ORDER:

See attached sheet.



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

**RESOLUTION NO. 11-061**

**Approve Supplement No. 1 to Atkins' Work Authorization No. 2  
Concerning General Engineering Consultant Services for  
the Bergstrom Expressway Project (US183S).**

WHEREAS, by Resolution No. 09-88, dated December 17, 2009, the Board of Directors approved Work Authorization No. 2 under the GEC Contract with PBS&J (now Atkins North America, Inc., or "Atkins") setting forth a Scope of Services for additional GEC services to be provided by Atkins for services relating to the feasibility, development, design and construction of the Bergstrom Expressway Project, also known as the 183 South Toll Project, and authorized and directed the Executive Director to finalize and execute that Work Authorization No. 2; and

WHEREAS, additional GEC services not provided under Work Authorization No. 2 are needed to provide services related to Environmental Study, Pre-Construction Project Oversight, and Pre-Construction Project Development, as detailed in Supplemental Work Authorization No. 1 to Work Authorization No. 2 attached and incorporated into this resolution as Attachment A; and

WHEREAS, because the cost of Supplemental Work Authorization No. 1 to Work Authorization No. 2 exceeds \$150,000.00, the Board of Directors must approve this proposed change order.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Supplemental Work Authorization No. 1 to Work Authorization No. 2 for the Bergstrom Expressway Project in the form or substantially the same form as Attachment A; and

BE IT FURTHER RESOLVED, that Supplemental Work Authorization No. 1 to Work Authorization No. 2 for the Bergstrom Expressway Project may be finalized and executed by the Executive Director on behalf of CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-061  
Date Passed: 5/25/11

ATTACHMENT "A" TO RESOLUTION 11-061  
SUPPLEMENTAL WORK AUTHORIZATION NO. 1

TO WORK AUTHORIZATION NO. 2

[on the following 10 pages]

**EXHIBIT D**  
**WORK AUTHORIZATION**

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

This Supplemental Work Authorization is made as of this 25<sup>th</sup> day of May, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4<sup>th</sup>, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Atkins North America, Inc.** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*183S Turnpike Project  
Environmental Study / Document and Project Oversight Service*

**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 twenty four (24) 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 \$485,641 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: Atkins North America, Inc.

By: Mike Heiligenstein

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
SUPPLEMENTAL WORK AUTHORIZATION NO.1 TO  
WORK AUTHORIZATION NO. 2  
ATKINS**

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

**1.0 183S TURNPIKE PROJECT**

**1.1 Environmental Study / Document Services [Code 13210]**

1.1.1 US 183 Re-evaluation

1.1.1.1 Complete response to comments log and make revisions to the US 183 EIS Re-evaluation including but not limited to the following:

- a. Prepare revised US 183 EIS Re-evaluation and respond to District comments. Send revised Re-evaluation to District for forwarding to TxDOT ENV for review.
- b. Prepare revised Re-evaluation and respond to ENV comments. Send revised Re-evaluation to ENV and FHWA.
- c. Prepare revised Re-evaluation and respond to FHWA comments.

1.1.1.2 Assist with the preparation and planning of the Public Hearing (location setup, notice publication in State and Federal Register, court reporter, exhibits, etc.). Provide appropriate staff for attending and working at the Public Hearing.

1.1.1.3 Prepare Public Hearing Summary and Analysis (response to public comments)

1.1.1.4 Continue coordination and providing response to comments to District, ENV, and FHWA upon completion of US 183 EIS Re-evaluation.

1.1.2 US 183 and Regional Toll Analysis

1.1.2.1 Update the US 183 Regional Toll Analysis [originally submitted to the TxDOT Austin District for review in August 2010]. The analysis used CAMPO's 2030 plan and has now elapsed. This will included the following:

- a. Incorporations of the results of CAMPO's new 2035 plan.
- b. Prepare revised Regional Toll Analysis and respond to District comments. Send revised analysis to District for forwarding to TxDOT ENV for review.
- c. Prepare revised Regional Toll Analysis and respond to ENV comments. Send revised analysis to ENV and FHWA.
- d. Prepare revised Regional Toll Analysis and respond to FHWA comments.
- e. Submit copies of the analysis to CAMPO if requested.
- f. For US 183-specific analysis; add to US 183 Re-evaluation

1.1.2.2 Continue coordination and providing response to comments to District, ENV, and FHWA upon completion of US 183 Regional Toll Analysis.

### 1.1.3 US 183 Ramp Programmatic Categorical Exclusion

- 1.1.3.1 Complete the US 183 Ramp Programmatic Categorical Exclusion [originally submitted to the TxDOT Austin District for review in December 2011. This will included the following:
  - a. Prepare revised PCE (Version 3 and respond to District comments. Send ten copies to District for forwarding to TxDOT Regional Support Center (RSC) for review.
  - b. Prepare Final PCE (Version 4 and respond to RSC comments. Send ten copies to District for forwarding to and coordination with RSC.

## 1.2 Project Oversight – Pre Construction [Code 13710]

### 1.2.1 Project Management

#### 1.2.1.1 Project Management

- a. Provide staff to manage the daily activities of the program.
- b. Serve as the primary contact between CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the general public.

#### 1.2.1.2 Document Controls

- a. Maintain project files for the length of the project.

### 1.2.2 Project Reporting

1.2.2.1 Provide updates to CTRMA on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.

1.2.2.2 Provide Project Administrative support staff to track, monitor, and report on contracts and budgets.

1.2.2.3 Provide Project Administrative support staff to track, monitor, and prepare reports on DBE/HUB utilization by Prime and Segment Designers, and DBE/HUB programs.

1.2.2.4 Prepare a Quarterly Report with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall program progress.

### 1.2.3 Project Scheduling

1.2.3.1 Maintain a Master Project Schedule (Primavera format) that will show critical milestones for the performance and coordination of services.

1.2.3.2 Monitor, evaluate, and validate all schedules produced by others (Segment Designers, Utility Companies, etc.) that are a subset of the Master Project Schedule.

1.2.3.3 Provide updates of schedules at the appropriate stages of the project and shall provide an assessment of schedules provided by applicable third parties for integration into the Master Project Schedule.



### 1.3 Project Development – Pre Construction [Code 13710]

#### 1.3.1 Project Development Support

- 1.3.1.1 Loan and/or Grant Applications: Assist the Authority in the development of land and/or grant applications.
- 1.3.1.2 Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to engineering assistance, general technology assistance, general environmental coordination reports, research, presentations, 3D Video animation and meetings.
- 1.3.1.3 Traffic Modeling: Conduct per review of the CORSIM and/or VISSIM Traffic Models and provide summary of suggestions.
- 1.3.1.4 TxDOT Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and TxDOT, as directed by the Authority.
- 1.3.1.5 Agency Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and Agencies, as directed by the Authority.
- 1.3.1.6 Traffic & Revenue Consultant Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and the Authority's Traffic and Revenue Consultant, as directed by the Authority.
- 1.3.1.7 Market Valuation: Assist in the development of the market valuation by providing industry knowledge and research for market valuation options.
- 1.3.1.8 Project Development Agreement (PDA): Assist in the development of the PDA, generation of PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 1.3.1.9 DBE Outreach and Public Involvement support as requested by the Authority.

#### 1.3.2 Financial Planning Support

##### 1.3.2.1 Operation, Maintenance, and Renewal& Replacement Estimates

- a. Develop and/or update GEC's opinion of probable operations cost estimates using either a Sketch Level approach (assumed per transaction costs based on average operations cost of similar toll systems) or a Level 1 approach (estimate actual quantities for various elements of toll operations, enforcement and incident management and applying anticipated unit prices to opening year with an escalation over an established periods of time
- b. Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch level approach (an estimated per centerline mile cost based on facility type which considers the number of lanes, pavement material and location) on a Level 1 approach (estimated quantities for the various elements of the

maintenance efforts and applying anticipated unit prices to opening year cost with escalation over an established period of time)

- c. Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine estimates) using either a Sketch Level approach (an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (identification of long-term, periodic maintenance replacement schedule, estimation of quantities, and apply escalation to the appropriate replacement years.)

1.3.2.2 Project Cost Estimates: Prepare an estimate of probable construction costs which will include quantity/cost for all major components of work. Prepare estimate for total project cost which will include: program management, preliminary engineering, final engineering, right-of-way, environmental compliance/mitigation, construction, toll collection systems, utility relocation, and CE&I, and financing Co

1.3.2.3 Financial Advisor Support / Financial Plan Development: Provide financial advisor support necessary for the Authority to conduct financial programming. Including but not limited to cost estimating, financing techniques, shortfall mitigation techniques, and funding contingency plan.

### 1.3.3 Conceptual Operations Plan

1.3.3.1 Prepare a preliminary draft Conceptual Operations Plan which will establish the basic framework for operations of the facility including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, maintenance. The plan will include role and responsibilities of various agencies.



**Attachment B - Fee Estimate  
Summary**

**Atkins - Man-hour Breakdown & Fee Estimate**

CTRMA General Engineering Consultant  
Atkins - Man-hour Breakdown & Fee Estimate  
183S Corridor GEC Services

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**PBS&J WORK AUTHORIZATION #2**

**183S TURNPIKE PROJECT**

<u>TASK</u>	<u>TOTAL</u>
<b>1.0 - 183S Turnpike Project Services</b>	
1.1 Environmental Study / Document Services [Code 13210]	\$ 231,163
1.2 Project Oversight -- Pre Construction [Code 13710]	\$ 103,483
1.3 Project Development -- Pre Construction [Code 13710]	\$ 150,995
<b>TOTAL</b>	<b>\$ 485,641</b>

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 Atkins - Man-hour Breakdown & Fee Estimate  
 183S Corridor GEC Services

**ATKINS SUPPLEMENTAL WORK AUTHORIZATION #1 WORK AUTHORIZATION #2  
 183S TURNPIKE PROJECT**

**1.0 - 183S Turnpike Project Services**

	A	B	C	D	E	F	TOTAL
(Estimated Average Labor Rates)	\$ 70.00	\$ 60.00	\$ 50.00	\$ 40.00	\$ 30.00	\$ 20.00	HRS
80	140	440	350	390	120	40	1520
4	40	40	40	40	8	40	92
8	24	40	40	40	40	40	192

**TASK / WORK DESCRIPTION**  
 1.1 Environmental Study / Document Services [Code 13210]  
 1.1.1 US 183 Re-Evaluation  
 1.1.2 US 183 and Regional Toll Analysis  
 1.1.3 US 183 Ramp Programmatic Categorical Exclusion

	92	204	520	390	430	168	1804
	<i>5.10%</i>	<i>11.31%</i>	<i>28.82%</i>	<i>21.62%</i>	<i>23.84%</i>	<i>9.31%</i>	
<b>TOTAL DIRECT LABOR</b>							
Labor Costs	\$ 6,440	\$ 12,240	\$ 26,000	\$ 15,600	\$ 12,900	\$ 3,360	\$ 76,540
Overhead Costs	\$ 1,684	\$ 20,623	\$ 43,807	\$ 26,284	\$ 21,735	\$ 5,661	\$ 128,962
Profit	\$ 2,075	\$ 3,944	\$ 8,377	\$ 5,026	\$ 4,156	\$ 1,083	\$ 24,660
<b>Total Loaded Labor</b>	\$ 19,366	\$ 36,807	\$ 78,184	\$ 46,911	\$ 38,792	\$ 10,104	\$ 230,163

<b>Direct Expenses</b>	
Plotting and Reproduction	\$ 300
Mail and Deliveries	\$ 200
Misc Expenses	\$ 300
Travel and Field Expenses	\$ 200
<b>Total Direct Expenses</b>	\$ 1,000

**Total \$ 231,163**

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 Atkins - Man-hour Breakdown & Fee Estimate  
 183S Corridor GEC Services

**ATKINS SUPPLEMENTAL WORK AUTHORIZATION #1 WORK AUTHORIZATION #2  
 183S TURNPIKE PROJECT**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
1.0 - 183S Turnpike Project Services	70.00	60.00	50.00	40.00	30.00	20.00	
1.2. Project Oversight -- Pre Construction [Code 13710]							
1.2.1 Project Management & Administration	220	100	0	0	50	50	420
1.2.2 Project Reporting	60	20	0	0	20	20	120
1.2.3 Project Scheduling	20	10	0	50	0	0	80

TOTAL DIRECT LABOR	300	130	0	50	70	70	620
% Total by Classification	48.39%	20.97%	0.00%	8.06%	11.29%	11.29%	
Labor Costs	\$ 21,000	\$ 7,800	\$ -	\$ 2,000	\$ 2,100	\$ 1,400	\$ 34,300
Overhead Costs	1.6849 \$ 35,383	\$ 13,142	\$ -	\$ 3,370	\$ 3,538	\$ 2,359	\$ 57,792
Profit	12.0% \$ 6,766	\$ 2,513	\$ -	\$ 644	\$ 677	\$ 451	\$ 11,051
<b>Total Loaded Labor</b>	<b>\$ 63,149</b>	<b>\$ 23,455</b>	<b>\$ -</b>	<b>\$ 6,014</b>	<b>\$ 6,315</b>	<b>\$ 4,210</b>	<b>\$103,143</b>

Direct Expenses	
Plotting and Reproduction	\$ -
Mail and Deliveries	\$ 100
Misc Expenses	\$ -
Travel and Field Expenses	\$ 240
<b>Total Direct Expenses</b>	<b>\$ 340</b>

Total \$ 103,483

**Attachment B - Fee Estimate**

CTRMA General Engineering Consultant  
 Atkins - Man-hour Breakdown & Fee Estimate  
 183S Corridor GEC Services

**ATKINS SUPPLEMENTAL WORK AUTHORIZATION #1 WORK AUTHORIZATION #2  
 183S TURNPIKE PROJECT**

**1.0 - 183S Turnpike Project 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 Project Development -- Pre Construction [Code 13710]							
1.3.1 Project Development Support	110	160	200	200	10	10	690
1.3.2 Financial Planning Support	40	40	20	0	40	40	180
1.3.3 Conceptual Operations Plan	40	40	10	10	0	0	100

TOTAL DIRECT LABOR	190	240	230	210	50	50	970
	19.59%	24.74%	23.71%	21.65%	5.15%	5.15%	5.15%
Labor Costs	\$ 13,300	\$ 14,400	\$ 11,500	\$ 8,400	\$ 1,500	\$ 1,000	\$ 50,100
Overhead Costs	\$ 1,6849	\$ 24,263	\$ 19,376	\$ 14,153	\$ 2,527	\$ 1,685	\$ 84,413
Profit	\$ 4,285	\$ 4,640	\$ 3,705	\$ 2,706	\$ 483	\$ 322	\$ 16,142
<b>Total Loaded Labor</b>	<b>\$ 39,994</b>	<b>\$ 43,302</b>	<b>\$ 34,582</b>	<b>\$ 25,260</b>	<b>\$ 4,511</b>	<b>\$ 3,007</b>	<b>\$150,655</b>

<b>Direct Expenses</b>	
Plotting and Reproduction	\$ -
Mail and Deliveries	\$ 100
Misc Expenses	\$ -
Travel and Field Expenses	\$ 240
<b>Total Direct Expenses</b>	<b>\$ 340</b>

Total \$ 150,995



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

**RESOLUTION NO. 11-062**

**Approve an extension and revision to the scope of services for the contract with Stantec Consulting Services, Inc., for traffic and revenue engineering services.**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized entry into a Traffic and Revenue Engineering Services Agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Stantec") for the provision of certain traffic and revenue engineering work for CTRMA; and

WHEREAS, by Resolution No. 09-33, dated May 27, 2009, the Board of Directors authorized an amendment to the Agreement to provide for an expanded scope of traffic and revenue engineering services, increased the authorized payment for the expanded scope of services, and to extend the term of the Agreement until March 31, 2010, and by Resolution No. 9-66, dated October 28, 2009, the Board of Directors authorized an amendment to the Agreement to increase the authorized allocation by \$145,000; and

WHEREAS, by Resolution No. 10-46, dated May 26, 2010, the Board of Directors authorized an amendment to the Agreement to extend the term of the Agreement to June 30, 2011, and to expand the authorized scope of work as set forth in that resolution; and

WHEREAS, CTRMA staff now recommends a further amendment to the Agreement to extend the term of the Agreement to March 1, 2014, and to provide a revised scope of services as detailed in the proposed Fourth Amendment to the Professional Consulting Services Agreement with Stantec attached and incorporated into this resolution as Attachment A (the "Fourth Amendment").

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Fourth Amendment in the form or substantially the same form as Attachment A, and the Executive Director may finalize and execute the Fourth Amendment on behalf of CTRMA in the form or substantially the same form as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number: 11-062  
Date Passed: 5/25/11

ATTACHMENT "A" TO RESOLUTION 11-062  
PROPOSED FOURTH AMENDMENT TO  
THE PROFESSIONAL CONSULTING SERVICES AGREEMENT  
WITH STANTEC CONSULTING SERVICES, INC.

[on the following 5 Pages]

**Fourth Amendment to the Professional Consulting Services Agreement  
between Central Texas Regional Mobility Authority  
and  
Stantec Consulting Services, Inc.**

This Fourth Amendment to the Agreement Between Central Texas Regional Mobility Authority (“AUTHORITY”) and Stantec Consulting Services Inc. (“CONSULTANT”) effective June 1, 2007 is made effective as of the \_\_\_\_ day of May, 2011, and is for the purpose of amending Articles 3, 4, 5, and 6 of that Agreement Between AUTHORITY and CONSULTANT.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 11-\_\_\_\_, Articles 3, 4, 5, and 6 only of the Agreement are amended as described below.

Article 3 is amended to add the following paragraph A.3:

A.3 After June 30, 2011, CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in the attached Exhibit A-3 “Scope of Work” letter dated May 19, 2011, attached to and, by this reference, incorporated in and made a part of this Fourth Amendment to the Agreement. All services shall be provided at the times and places designated by AUTHORITY.

Article 4 is amended to read as follows:

**ARTICLE 4. TERM OF AGREEMENT**

The Agreement shall commence upon execution by both parties and shall continue in full force and effect through March 1, 2014, unless earlier terminated or extended as provided in this Agreement.

Article 5 is amended to add the following paragraph B.3:

B.3 For each full hour of labor satisfactorily performed by CONSULTANT under this Agreement after June 30, 2011, pursuant to the attached Exhibit A-3 “Scope of Work” letter dated May 19, 2011, AUTHORITY shall pay CONSULTANT at the labor rates specified in Exhibit B-3, entitled “Stantec Consulting 183A Phase II Post Financing Effort Cost May 19, 2011,” which is attached to and, by this reference, incorporated in and made a part of this Fourth Amendment to this Agreement. In addition, the AUTHORITY shall pay indirect costs at the CONSULTANT’S current FAR approved rate and profit at a fixed rate of 11.5% of labor and overhead. CONSULTANT shall voluntarily and promptly disclose to AUTHORITY, and immediately provide the AUTHORITY with the benefits of any discounted hourly labor fees and rates, or discount in CONSULTANT’S FAR approved rate or profit rate, offered by CONSULTANT to any public entity customer in the State of Texas since April 2, 2007 for work comparable to the Scope of Work. Such discounted fees or rates shall be effective



as of the date CONSULTANT agrees to such fees or rates in a contract with a public entity customer as described herein and shall continue in effect for the remaining term of this Agreement, unless and until CONSULTANT agrees to a lower rate or fee with another public entity customer as described herein, when such lower rate or fee shall become effective. Furthermore, AUTHORITY shall reimburse CONSULTANT for CONSULTANT'S expenses which are directly incurred by the CONSULTANT in the performance of work under this Agreement. Such expenses shall be subject to the reasonable approval of AUTHORITY, not to unreasonably be withheld.

Article 6 is amended to read as follows:

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be Two Million Eighty-Three Thousand Eight Hundred Sixty-Six and No/100 Dollars (\$2,083,866.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

By their signatures below, the parties to this Fourth Amendment to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

STANTEC CONSULTING  
SERVICES, INC.

\_\_\_\_\_  
Mike Heiligenstein,  
Executive Director

\_\_\_\_\_  
Thomas Harknett  
Senior Principal



EXHIBIT A-3  
SCOPE OF WORK

May 19, 2011  
Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, TX 78701

**Attention:** William Chapman, CFO

**Reference:** 183A Traffic and Revenue Study Support Services – Additional Services

Dear Mr. Chapman:

As requested we are submitting our scope for providing continued support in our role as Traffic Consultant to the Authority as it moves forward with the operation of the 183A Turnpike and design of potential new toll road projects within the Austin region. This scope will provide a number of specific services including evaluating the impact of the new toll facilities being considered by the Authority on traffic and revenue projections prepared by Stantec for Phases I and II of the 183A toll road and conducting preliminary feasibility assessments of projects in the US 183 corridor, and providing specialized studies of managed lanes project feasibility. A description of each effort follows, along with estimated costs.

**Task 1:** 183A Monthly Traffic and Revenue Monitoring and Miscellaneous Support

CTRMA currently provides Stantec with traffic and revenue data for 183A Phase I on a monthly basis; in March of 2012 data from the Phase II extension will be added. Stantec will continue to monitor system usage against expected levels forecast in Stantec's several investment grade studies (2004, 2009 & 2011). We will prepare monthly summaries comparing actual traffic and revenues to our forecast. Other operating characteristics will also be reviewed, including impacts of changes in toll schedules, market share by payment types, truck traffic utilization and annualization factors.

Stantec will also provide various services in our role as the Traffic Consultant on the 183A Phase I and Phase II projects. This may include preparing traffic and toll revenue projections; preparing evaluations, studies and opinions as necessary; providing and maintaining traffic modeling tolls; preparing studies and Certificates required by the Trust Indenture; and any additional activities as requested.

**Task 2:** Regional Traffic Model Update

Stantec developed a regional model for TxDOT integrating the CAMPO and San Antonio regional traffic models. In this task, we will modify key elements of the model to more closely serve CTRMA's interests. In addition to regional capabilities, we have designed this model to forecast managed lanes traffic using dynamic pricing tools. Key steps to be undertaken in this task will include broad levels of calibration in selected corridors (US 183 and Loop 1N), highway network coding for background projects and CTRMA initiatives, demographic updates and sensitivity testing in corridors of interest. As individual toll road or managed lanes projects are advanced more detailed model enhancements will be incorporated at that time.

**Task 3:** 183A Phase II Coordination w/ MoPac Managed Lanes Project Financing

This task would include coordinating with the finance team and conducting additional related to coordination with the MoPac Managed Lanes project and its consultant (WSA). As we understand it, the MoPac project will be the next element of the CTRMA toll system to be financed, and as such the rating agencies and investors will be concerned about the potential impacts on the 183A revenues. Following is a description of the work elements of our scope:

**Preliminary Sensitivity Testing** – Initially this task will consist of incorporating various phases of the MoPac project in the background network and assessing the impact on the 183A traffic and revenues. As the project progresses, we assume it will be necessary to conduct several additional sensitivities. This could include variations in value-of-time and dynamic pricing features.

**T & R Forecasting Assumptions** -- This task will focus on a comparison of forecasting assumptions used by Stantec and WSA in their respective T & R studies. This effort will identify those assumptions which can legitimately differ by reason of engineering judgment. For those assumptions which should not differ between the two studies, the task will be to determine the most reasonable values to use and make required changes to the forecasting process. We assume only a moderate amount of revisions to the model inputs used to produce our forecasts.



Update T&R Forecasts – This task will consist of producing an update to the 183A traffic and revenue forecast stream suitable for use in financing the MoPac Managed Lanes Project. The forecast will incorporate the new integrated model features as well as updates to the key modeling input parameters such as demographics, highway network assumptions, project features, toll rates and sensitivities.

Update T & R Report – This task will include updating existing condition sections of the report such as daily traffic, revenues, revenue collection rates, population, employment and building permit statistics. In addition, updates to the forecasts and underlying assumptions will be incorporated into the document. These updates will be important in keeping the report fresh as the MoPac Project financing becomes closer.

Due Diligence – In this task Stantec will review the methodology, assumptions and results of the MoPac Managed Lanes Forecast and sensitivity studies prepared by WSA. We will conduct a variety of independent studies to offer a range of likely traffic and revenue using our market share approach and the dynamic pricing features of the integrated regional model described herein.

Rating Agencies/Investor Road Show – This task includes meeting with, making presentations to, and responding to comments from the rating agencies, insurers and investors as part of the financing process.

Bond Documents – This task includes reviewing various documents, preparing various sections, conducting specialized studies, making certifications and other support activities related to project finance.

Meetings/Coordination – We assume this process will extend for approximately 10 to 12 months at which point the financing would be complete. During this period, we expect to be involved in a series of meetings, conference calls and ongoing coordination efforts.

**Task 4: Preliminary T & R Assessment of Proposed US 183N Managed Lanes Project**

As CTRMA moves towards creating an integrated collection of tolled roadways it is important to understand the impact these new roadways will have on the 183A traffic and revenue. Initially this task will consist of incorporating the features of the US 183N Managed Lanes project in the background network and assessing the impacts of the project on the 183A traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the US 183N managed lanes project.

**Task 5: Preliminary T & R Assessment of Proposed Bergstrom Expressway Project**

This task will consist of incorporating the proposed phases of the US 183S (Bergstrom Expressway) project in the background network and assessing the impacts of the phased construction on the 183A traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the Bergstrom Expressway project.

**Task 6: Preliminary T & R Assessment of Proposed 183A Phase III Project**

This task will consist of incorporating the proposed 183A Phase III project in the traffic model network and assessing the impacts on the 183A Phase I and Phase II project traffic and revenues. In addition, this task will include a preliminary assessment of the likely traffic and revenues that would be produced by the Phase III project.

**Cost of Services**

Exhibit B-3 details the cost breakdown for this additional level of effort. The proposed budget for these services is \$634,821, including allowances for sub consultants (Alliance Transportation Group and GRAM Traffic Counting) and direct expenses. The budget is determined by using estimated labor costs, our latest audited overhead rate and an allowance for profit. As in the base contract we will invoice monthly for actual expenditures.

Please let us know if you have any questions about this scope or budget.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.

William Ihlo  
Principal  
Tel: (212) 366-5600  
Fax: (212) 366-5629  
William.Ihlo@stantec.com

**EXHIBIT B-3**  
**Stantec Consulting 183A Phase II Post Financing Effort Cost May 19, 2011**

Task Description	Principal		Project Manager		Senior Engineer		Junior Engineer		Total Hours	Total Labor Cost	
										Direct Labor	Total Labor Cost
183A Post Financing Studies											
Task 1 T&R Monitoring & Support	10		100		200		160		470	\$28,214	\$63,879
Task 2 Traffic Model Update	10		80		200		240		530	\$29,319	\$67,163
Task 3 Coordination w/ MoPac Mgd Lanes Financing											
Preliminary Sensitivity Testing	4		30		70		80		184	\$10,351	\$30,771
T&R Forecasting Assumptions	4		20		60		40		124	\$7,443	\$22,128
Update T&R Forecasts	4		24		80		80		188	\$10,479	\$31,153
Update Report	4		20		60		100		184	\$9,556	\$28,410
Due Diligence	10		40		120		160		330	\$17,936	\$53,328
Rating Agencies/Investor Road Show	40		80		40		60		220	\$16,214	\$48,203
Bond Documents	8		60		20		40		128	\$8,768	\$26,067
Meetings & Coordination	8		40		40		40		128	\$8,340	\$24,793
Task 4 US 183N Mgd Lanes Preliminary Assessment	4		40		80		76		200	\$11,708	\$34,808
Task 5 Bergstrom Expressway Preliminary Assessment	4		40		80		76		200	\$11,708	\$34,808
Task 6 183A Phase III Preliminary Assessment	4		40		80		76		200	\$11,708	\$34,808
<b>Total Hours</b>	<b>114</b>		<b>614</b>		<b>1130</b>		<b>1228</b>		<b>3086</b>	<b>\$181,746</b>	<b>\$540,321</b>
Labor Rate		\$117.00	\$85.65		\$64.22		\$35.22				
Total Direct Labor		\$13,338.00	\$52,589.10		\$72,568.60		\$43,250.16				
Multiplier		2.973	2.973		2.973		2.973				
<b>Total Labor Cost</b>		<b>\$39,653</b>	<b>\$156,345</b>		<b>\$215,743</b>		<b>\$128,580</b>				<b>\$540,321</b>
Direct Expenses (Est)											\$9,500
Subconsultant (ATG)											\$50,000
Subconsultant (GRAM)											\$35,000
<b>Total Cost</b>											<b>\$634,821</b>



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

**RESOLUTION NO. 11-063**

**Accept Monthly Financial Reports**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of April 2011, and has caused Financial Reports to be prepared for each month which are attached to this resolution as Attachment "A."

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of May, 2011.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-063  
Date Passed 5/25/2011

**Exhibit A**

**Financial Report for April 2011**

Central Texas Regional Mobility Authority

Balance Sheet

As of

April 30, 2011

April 30, 2010

**Assets**

**Current Assets**

Cash in Regions Operating Account 101,731 42,279

Cash In TexSTAR 41,783 249,619

Regions Payroll Account 2,838 12,304

**Restricted cash/cash equivalents**

Fidelity Government MMA 15,033,584 4,746,015

Restricted Cash-TexStar 81,864,164 46,188,168

Regions SIB account 12,236,239 29,903,840

Overpayment accounts 17,909 8,523

**Total Cash and Cash Equivalents** 109,196,517 81,150,749

Accounts Receivable 124,475 83,985

Due From Employees 375 375

Due From TTA 357,978 687,599

Due From NTTA 43,589 32,788

Due From HCTRA 64,946 50,082

Due From TxDOT 45,482 0

Due From Federal Government 760,054 746,695

Interest Receivable 82,980 144,481

**Total Receivables** 1,479,879 1,746,004

**Short Term Investments** 0

Certificates of Deposit 3,100,000 3,100,000

Investment in Government Agencies 7,948,830.5 8,563,736

**Other Current Assets**

Prepaid Insurance 39,609 48,124

**Total Current Assets** 121,866,566 94,608,613

**Construction Work In Process** 153,807,992 48,537,391

**Fixed Assets**

Computers(net) 33,793 54,067

Computer Software(net) 1,473,325 2,646,093

Furniture and Fixtures(net) 18,880 34,974

Equipment(net) 47,982 45,709

Autos and Trucks(net) 656 4,589

Buildings and Toll Facilities(net) 6,373,557 6,550,116

Highways and Bridges(net) 178,547,390 183,514,597

Communication Equipment(net) 1,174,102 1,356,655

Toll Equipment(net) 2,708,103 3,245,911

Signs(net) 5,111,304 5,244,572

Land Improvements(net) 903,734 955,318

Right of Way 23,683,553 23,683,553

Leasehold Improvements 60,531 66,383

**Total Fixed Assets** 220,136,910 227,402,536

**Long Term Investments**

GIC (Restricted ) 66,473,824 100,087,873

**Other Assets**

Security Deposits 9,483 9,483

Intangible Assets 650 650

Total Bond Issuance Costs 10,457,623 10,889,282

**Total Assets** 572,753,049 481,535,828



## Liabilities

### Current Liabilities

Accounts Payable	3,928,777	62,130
Overpayments	18,466	8,788
Interest Payable	6,470,894	5,834,297
Due to other Funds	0	76,027
Deferred Compensation Payable	3,290	0
TCDRS Payable	26,822	25,345
Other	1,928	0
Due to State of Texas	2,130	812
<b>Total Current Liabilities</b>	<b>10,452,307</b>	<b>6,007,400</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137	205,137
Retainage Payable	(284,102)	143,333
Senior Lien Revenue Bonds 2005	172,698,781	171,799,426
Senior Lien Revenue Bonds 2010	97,986,643	95,282,876
Sn Lien Rev Bnd Prem/Disc 2005	4,788,245	4,952,781
Sn Lien Rev Bnd Prem/Disc 2010	209,151	237,897
Subordinated Lien Bond 2010	45,000,000	45,000,000
TIFIA note 2008	77,033,684	73,544,027
2009 Regions Build America Bnd	0	0
2009 Region's BAB Discount	0	0
2010 Regions BAB's Payable	60,000,000	0
2009 State Infrastructure loan	33,002,083	31,997,076
Total Long Term Liabilities	<b>490,639,622</b>	<b>423,162,554</b>
<b>Total Liabilities</b>	<b>501,091,929</b>	<b>429,169,953</b>

### Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	37,458,979	41,478,327
Current Year Operations	15,867,296	(7,447,298)
<b>Total Net Assets</b>	<b>53,326,274</b>	<b>34,031,029</b>
<b>Total Liabilities and Net Assets</b>	<b>572,753,049</b>	<b>481,535,828</b>

Central Texas Regional Mobility Authority  
Income Statement  
All Operating Departments

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 4/30/2011	Of Budget	To Date 4/30/2010
Toll Revenue-TxTag-183A	17,000,000	13,083,781	76.96%	12,380,342
Toll Revenue-HCTRA-183A	540,000	536,213	99.30%	446,733
Toll Revenue-NTTA-183A	340,000	335,448	98.66%	287,991
Video Tolls	2,800,000	2,653,294	94.76%	2,336,109
Fee Revenue	1,350,000	1,122,489	83.15%	1,117,967
<b>Total Operating Revenue</b>	<b>22,030,000</b>	<b>17,731,225</b>	<b>80.49%</b>	<b>16,569,142</b>
Interest Income	60,000	203,986	339.98%	330,514
Grant Revenue	0	21,247,449		0
Misc Revenue	6,600	2,017	30.56%	550
Gain/Loss on Disposal of Asset	0	1,000		0.00
<b>Total Revenue</b>	<b>22,096,600</b>	<b>39,185,677</b>	<b>177.34%</b>	<b>16,900,205</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 4/30/2011	Of Budget	To Date 4/30/2010
<b>Salary &amp; Wage Expense</b>				
Regular salaries	1,898,467	1,337,654	70.46%	1,283,342
Part Time salaries	14,000	6,146	43.90%	2,720
Overtime	4,000	0		0
Contractual Employees	105,000	29,550	28.14%	0
TCDRS	286,111	191,628	66.98%	178,823
FICA	97,483	58,163	59.66%	52,731
Medicare	28,901	18,910	65.43%	18,118
Health Insurance	213,300	129,050	60.50%	121,535
Life Insurance	6,618	4,469	67.52%	4,370
Auto Allowance	9,000	7,948	88.31%	7,013
Other Benefits	167,144	46,249	27.67%	40,014
Unemployment Taxes	4,959	2,906	58.60%	904
Salary Reserve	78,719	0		0
<b>Total Salaries &amp; Wages</b>	<b>2,913,702</b>	<b>1,832,674</b>	<b>62.90%</b>	<b>1,709,569</b>
<b>Contractual Services</b>				
<b>Professional Services</b>				
Accounting	9,800	5,749	58.67%	8,688
Auditing	54,000	42,650	78.98%	43,057
General Engineering Consultant	1,600,000	758,034	47.38%	730,305
General System Consultant	175,000	5,894	3.37%	44,625
Image Processing	610,000	560,275	91.85%	527,260
Facility maintenance	90,000	76,539	85.04%	75,881
HERO	0	660,366		0
Human Resources	12,000	14,869	123.91%	1,463
Legal	400,000	77,778	19.44%	99,233
Photography	15,000	13,545	90.30%	8,290
<b>Total Professional Services</b>	<b>2,965,800</b>	<b>2,215,699</b>	<b>74.71%</b>	<b>1,546,090</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2011	To Date 4/30/2011	Of Budget	To Date 4/30/2010
<b>Other Contractual Services</b>				
IT Services	65,000	31,029	47.74%	50,440
Graphic Design Services	13,500	1,858	13.76%	9,995
Website Maintenance	45,000	44,671	99.27%	16,618
Research Services	20,000	26,089	130.45%	5,000
Copy Machine	13,500	6,068	44.95%	8,618
Software licenses	23,000	8,300	36.09%	19,873
ETC system Maintenance	1,288,000	491,314	38.15%	915,787
ETC Development	125,000	19,903	15.92%	37,928
ETC Testing	30,000	0		28,718
Communications and Marketing	170,000	123,830	72.84%	107,489
Advertising	25,000	40,439	161.76%	8,153
Direct Mail	5,000	0		0
Video Production	5,000	0		1,884
Television	5,000	0		0
Radio	20,000	0		-30
Other Public Relations	2,500	0		0
Law Enforcement	245,000	134,792	55.02%	167,126
Special Assignments	5,000	0		0
Traffic Management	72,000	47,149	65.48%	52,471
Emergency Maintenance	10,000	0		0
Roadway Maintenance Contract	300,000	68,484	22.83%	199,030
Landscape Maintenance	200,000	81,544	40.77%	156,161
Signal & Illumination Maintenance	250,000	103,625	41.45%	175,377
Mowing and Litter Control	300,000	54,067	18.02%	159,799
Hazardous Material Cleanup	10,000	0		0
Striping	50,000	0		22,367
Graffiti Removal	10,000	1,900	19.00%	800
Cell Phones	7,500	7,564	100.85%	4,929
Local	16,500	8,133	49.29%	9,236
Long Distance	750	232	30.97%	226
Internet	6,600	2,694	40.82%	3,714
Fiber Optic System	63,000	39,223	62.26%	29,492
Other Communication Expense	1,500	1,677	111.79%	721
Subscriptions	1,600	847	52.93%	488
Memberships	22,500	25,727	114.34%	7,235
Continuing Education	3,000	3,100	103.33%	1,350
Professional Development	5,000	0		305
Seminars and Conferences	32,500	13,970	42.98%	14,250
Staff-Travel	81,500	30,932	37.95%	47,282
Other Contractual Svcs	0	267		0
Roadway maintenance contract	0	13,875		0
TxTag Collection Fees	1,767,200	1,163,138	65.82%	931,663
Contractual Contingencies	160,500	27,382	17.06%	381
<b>Total Other Contractual Services</b>	<b>5,477,150</b>	<b>2,623,825</b>	<b>47.90%</b>	<b>3,194,875</b>
<b>Total Contractual Expenses</b>	<b>8,442,950</b>	<b>4,839,524</b>	<b>57.32%</b>	<b>4,740,965</b>

Expenditures	Budget FY 2011	Actual Year To Date 4/30/2011	Percent Of Budget	Actual Year To Date 4/30/2010
<b>Materials and Supplies</b>				
Books & Publications	12,800	11,669	91.17%	7,681
Office Supplies Expense	12,000	5,488	45.73%	3,028
Computer Supplies Expense	7,500	11,291	150.54%	5,233
Copy Supplies Expense	2,000	916	45.82%	387
Annual Report Printing	10,000	5,354	53.54%	8,734
Other Printed Reports	20,000	2,451	12.25%	11,920
Direct Mail-printing Expense	5,000	0		0
Office Supplies-printed	1,000	2,099	209.91%	840
Promotional Items expense	10,000	3,235	32.35%	208
Displays	5,000	0		0
Tools & Equipment Expense	1,500	14	0.93%	374
Misc Materials & Supplies	3,700	89	2.40%	2,536
<b>Total Materials &amp; Supplies Exp</b>	<b>120,500</b>	<b>42,606</b>	<b>35.36%</b>	<b>40,940</b>



Expenditures	Budget FY 2011	Actual Year To Date 4/30/2011	Percent Of Budget	Actual Year To Date 4/30/2010
<b>Operating Expenses</b>				
Gasoline Expense	3,500	3,341	95.45%	2,675
Mileage Reimbursement	8,250	2,943	35.68%	3,386
Toll Tag Expense	4,375	2,434	55.64%	2,220
Parking	39,270	27,737	70.63%	26,345
Meeting Facilities	1,200	100	8.33%	0
Community Events	5,000	500	10.00%	500
Meeting Expense	5,400	4,930	91.29%	2,374
Public Notices	2,400	0		268
Postage	6,000	752	12.53%	1,007
Overnight Delivery Services	3,750	97	2.58%	2,574
Local Delivery Services	3,650	1,477	40.46%	1,393
Insurance	125,000	41,984	33.59%	66,297
Repair and Maintenance	700	158	22.57%	333
Repair & Maintenance-Vehicles	2,900	3,263	112.50%	2,688
Repair and Maintenance Toll Equip	15,000	0		1,030
Rent	212,000	157,257	74.18%	158,377
Water	7,500	3,855	51.40%	3,949
Electricity	121,100	52,694	43.51%	62,839
Community Initiative Grants	65,000	60,250	92.69%	35,000
Other Licenses	250	235	94.00%	235
<b>Non Cash Operating Expenses</b>				
Amortization Expense	1,225,000	1,024,680	83.65%	1,018,289
Dep Exp- Furniture & Fixtures	19,000	12,972	68.28%	15,605
Dep Expense - Equipment	15,000	11,981	79.88%	11,981
Dep Expense - Autos & Trucks	4,000	3,278	81.94%	3,278
Dep Expense-Buildng & Toll Fac	177,000	147,132	83.13%	147,132
Dep Expense-Highways & Bridges	5,000,000	4,139,339	82.79%	4,138,931
Dep Expense-Communic Equip	197,000	161,878	82.17%	164,042
Dep Expense-Toll Equipment	465,000	384,818	82.76%	384,818
Dep Expense - Signs	135,000	111,057	82.26%	111,057
Dep Expense-Land Improvmts	52,000	42,987	82.67%	42,987
Depreciation Expense-Computers	410,000	9,681	2.36%	323,418
<b>Total Operating Expense</b>	<b>8,331,245</b>	<b>6,413,808</b>	<b>76.98%</b>	<b>6,735,028</b>
<b>Financing Expenses</b>				
Arbitrage Rebate Expense	6,000	5,750	95.83%	6,000
Loan Fees	12,500	11,500	92.00%	11,500
Bond Issuance Cost	30,000	31,300	104.33%	30,000
Trustee Fees	2,000	0		0
Bank Fees	7,500	5,497	73.30%	5,250
Interest Expense	11,750,000	9,887,549	84.15%	10,110,846
Contingency	15,000	0		0
<b>Non Cash Financing Expenses</b>				
Bond Issuance Expense	620,280	248,173	40.01%	589,047
<b>Total Financing Expense</b>	<b>12,443,280</b>	<b>10,189,769</b>	<b>81.89%</b>	<b>10,752,643</b>
<b>Other Gains or Loss</b>				
<b>Total Expenses</b>	<b>32,251,677</b>	<b>23,318,381</b>	<b>72.30%</b>	<b>24,347,503</b>
<b>Net Income</b>	<b>-10,155,077</b>	<b>15,867,296</b>		<b>-7,447,298</b>

CTRMA INVESTMENT REPORT

	Month Ending 4/30/11					Rate
	Balance 3/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>Amount in Trustee TexStar</b>						
183A/290E Project Acct	96,485.98			8.38	8,045.33	88,449.03
2010 Senior Lien Construction Fund	1.19					1.19
2010-1 Sub Lien Projects	4,166.08			0.38		4,166.46
2010 Regions Project Acct	55,812,168.59			5,017.25	1,590,554.35	54,226,631.49
General Fund	9,425,584.24			695.70	2,345,419.69	7,080,860.25
Trustee Operating Fund	954,810.97			54.65	600,000.00	354,865.62
Renewal & Replacement Fund	152,987.48			13.93		153,001.41
TxDOT Grant Fund	5,210,436.22			474.38		5,210,910.60
Revenue Fund	1.03			0.00		1.03
2005 Debt Service Reserve Fund	4,824,976.49			439.29		4,825,415.78
2010 Senior Lien DSF	2,068.94			0.19		2,069.13
2010 Senior Lien Debt Service Reserve Fund	6,752,657.05			614.80		6,753,271.85
2010-2Sub Lien Debt Service Reserve Fund	659,941.06			60.08		660,001.14
2010-1Sub Lien Debt Service Reserve Fund	2,502,902.52			227.88		2,503,130.40
2010 Senior Lien Capitalized Interest	841.86			0.08		841.94
2010-1 Sub Lien Capitalized Interest	419.81			0.04		419.85
2010-2 Sub Lien Capitalized Interest	126.70			0.01		126.71
	<b>86,400,576.21</b>	<b>0.00</b>	<b>0.00</b>	<b>7,607.04</b>	<b>4,544,019.37</b>	<b>81,864,163.88</b>
<b>Amount in TexStar Operating Fund</b>						
	<b>41,779.43</b>	<b>6,000,000.00</b>		<b>3.80</b>	<b>6,000,000.00</b>	<b>41,783.23</b>
						<b>0.089%</b>

183A/290E Project Acct  
 2010 Senior Lien Construction Fund  
 2010-1 Sub Lien Projects  
 2010 Regions Project Acct  
 General Fund  
 Trustee Operating Fund  
 Renewal & Replacement Fund  
 TxDOT Grant Fund  
 Revenue Fund  
 2005 Debt Service Reserve Fund  
 2010 Senior Lien DSF  
 2010 Senior Lien Debt Service Reserve Fund  
 2010-2Sub Lien Debt Service Reserve Fund  
 2010-1Sub Lien Debt Service Reserve Fund  
 2010 Senior Lien Capitalized Interest  
 2010-1 Sub Lien Capitalized Interest  
 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

**CTRMA INVESTMENT REPORT**

	Month Ending 4/30/11					Rate Apr 2011
	Balance 3/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>Fidelity Money Market Fund</b>						
Operating Fund	0.00	699,912.24		0.00	8,045.33	699,912.24
2010-2 183A/290E Project Acct	0.53	8,045.33		16.64		0.53
2010-1 Sub Lien Project Acct	1,047,141.11			0.01	358,232.11	1,047,157.75
2010 Senior Lien Construction Fund	0.00	362,752.36		0.11		4,520.26
Other Obligations Fund	12,495.82			14.72		12,495.93
Debt Service Fund 2005	2,012,539.24	619,958.33				2,632,512.29
2010 Senior DSF	12.40					12.40
Subordinate Lien TIFIA DS Fund	7,880.91			0.07		7,880.98
2010-2 BABs Supplemental Security	262,850.48			4.17		262,854.65
2010-2 Cap I Fund	2,817.04			0.04		2,817.08
2010-1 Sub lien supplemental Security	712,067.18			18.14	1,651,804.36	712,085.32
2010 Regions BABs Project Account	0.01	1,651,804.35		0.14	180,833.35	0.00
2010 Regions BABs Debt Service Account	16,336.79	180,833.35		13.08		16,336.93
TxDOT Grant Fund	62,963.48			2.95		62,976.56
Renewal and Replacement	606,575.05			7.00		606,578.00
Revenue Fund	967,824.34	1,815,844.32		20.14	1,878,608.55	905,067.11
General Fund	21,613.36	3,026,227.71		19.75	2,698,398.95	349,462.26
2010 Senior DS Reserve Fund	1,250,211.49			3.40		1,250,231.24
2010-1 Debt Service Reserve Fund	229,264.03	19,019.61		0.47		248,287.04
2010-2 Debt Service Reserve Fund	34,332.74	6,936.86		307.21		41,270.07
Debt Service Reserve Fund 2005	6,170,818.29			428.04		6,171,125.50
	13,417,744.29	8,391,334.46	0.00	428.04	6,775,922.65	15,033,584.14
<b>Amount in Region's MMA SIB Loan</b>	12,997,083.43	968,440.41		1,979.50	1,731,264.43	12,236,238.91
						0.003%

**Fidelity Money Market Fund**  
 Operating Fund  
 2010-2 183A/290E Project Acct  
 2010-1 Sub Lien Project Acct  
 2010 Senior Lien Construction Fund  
 Other Obligations Fund  
 Debt Service Fund 2005  
 2010 Senior DSF  
 Subordinate Lien TIFIA DS Fund  
 2010-2 BABs Supplemental Security  
 2010-2 Cap I Fund  
 2010-1 Sub lien supplemental Security  
 2010 Regions BABs Project Account  
 2010 Regions BABs Debt Service Account  
 TxDOT Grant Fund  
 Renewal and Replacement  
 Revenue Fund  
 General Fund  
 2010 Senior DS Reserve Fund  
 2010-1 Debt Service Reserve Fund  
 2010-2 Debt Service Reserve Fund  
 Debt Service Reserve Fund 2005

**Amount in Region's MMA SIB Loan**



CTRMA INVESTMENT REPORT

	Month Ending 4/30/11					Rate Apr 2011
	Balance 3/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>Amount in Bayerische Landesbank GIC</b>						
Subordinate Lien Cap-I 2010-1	1,923,095.55			801.29		0.500%
Subordinate Lien Cap-I 2010-2	684,446.70			285.19		0.500%
Senior Lien Cap-I 2010	6,816,361.40			4,998.66		0.880%
Senior Lien Project Fund 2010	57,364,206.54			42,224.18	362,752.36	0.850%
	<b>66,788,110.19</b>	<b>0.00</b>	<b>0.00</b>	<b>48,309.32</b>	<b>362,752.36</b>	
<b>Amount in Fed Agencies</b>						
Amortized Principal	7,954,614.68		(4,535.01)			
Accrued Interest				10,257.18		
	<b>7,954,614.68</b>	<b>0.00</b>	<b>(4,535.01)</b>		<b>0.00</b>	<b>7,950,079.67</b>
<b>Certificates of Deposit</b>						
Total in Pools	3,100,000.00	3,000,000.00			3,000,000.00	3,100,000.00
Total in Money Market	86,442,355.64	6,000,000.00		7,610.84	10,544,019.37	81,905,947.11
Total in Fed Agencies	26,414,827.72	9,359,774.87		2,407.54	8,507,187.08	27,269,823.05
Bayerische Landesbank GIC	7,954,614.68	0.00	(4,535.01)		0.00	7,950,079.67
	66,788,110.19	0.00		48,309.32	362,752.36	66,473,667.15
<b>Total Invested</b>	<b>190,699,908.23</b>	<b>18,359,774.87</b>	<b>(4,535.01)</b>	<b>58,327.70</b>	<b>22,413,958.81</b>	<b>186,699,516.98</b>

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

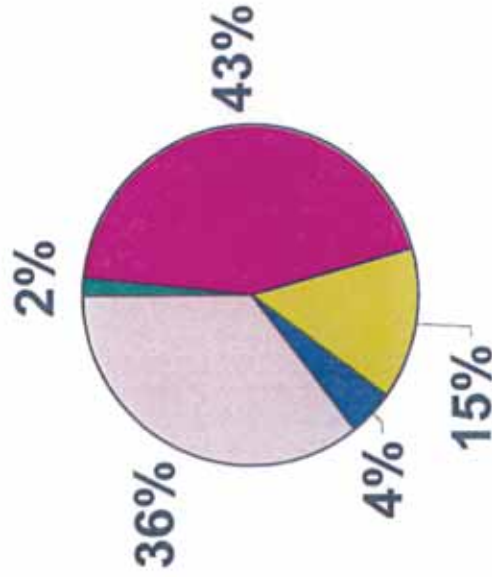
William Chapman, CFO



CTRMA INVESTMENT REPORT

Month Ending 4/30/11					Rate
Balance 3/31/2011	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 4/30/2011
					Apr 2011

Allocation of Funds



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

Amount of investments As of April 30, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	31331J2B8	1,997,836.00	1,998,413.07	1,997,420.00	1.000280%	11/22/2010	2/15/2013	TxDOT Grant Fund
Fannie Mae	31398AW32	1,002,500.00	1,001,875.00	1,002,020.00	1.38%	7/19/2010	7/19/2013	2010-1-Subordinate DSRF
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	199,548.00	1.109%	11/23/2010	5/15/2012	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	188,818.20	1.457%	11/23/2010	5/15/2013	2010-2 DSRF
Fannie Mae	3136FPAD9	1,514,454.00	1,512,526.80	1,496,520.00	2.000%	11/15/2010	8/24/2015	2010 Sn Lien DSRF
Federal Home loan Bank	3137EABY4	3,064,452.00	3,047,264.80	3,048,210.00	0.40048%	12/23/2010	3/23/2012	TxDOT Grant Fund
		<u>7,969,242.00</u>	<u>7,950,079.67</u>	<u>7,932,536.20</u>				

Agency	CUSIP #	COST	Cummulative Amortization	4/30/2011		Interest Income April 2011		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	31331J2B8	1,997,836.00	577.07	1,998,413.07	2,000,000.00	883.33	72.13	955.46
Fannie Mae	31398AW32	1,002,500.00	625.00	1,001,875.00	1,000,000.00	1,145.83	(69.44)	1,076.39
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	184.83		184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Fannie Mae	3136FPAD9	1,514,454.00	1,927.20	1,512,526.80	1,500,000.00	2,500.00	(240.90)	2,259.10
Federal Home loan Bank	3137EABY4	3,064,452.00	17,187.20	3,047,264.80	3,000,000.00	5,312.50	(4,296.80)	1,015.70
		<u>7,969,242.00</u>	<u>20,316.47</u>	<u>7,950,079.67</u>	<u>7,890,000.00</u>	<u>10,257.18</u>	<u>(4,535.01)</u>	<u>5,722.17</u>

April 2011 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	Apr 2011 Interest	FUND
Regions Bank	CDRB35523	100,000	0.15%	10/14/2009	9/10/2010	\$ 12.74	TxDOT Grant Fund
Regions Bank	CDRB37495	3,000,000				\$ 254.80	Debt Service Reserve Fund 05
		<u>3,100,000</u>				<u>\$ 267.54</u>	

**INVESTMENTS by FUND**

		Balance April 30, 2011			
Renewal & Replacement Fund				TexSTAR	81,905,947.11
TexSTAR	153,001.41			CD's	3,100,000.00
Fidelity	606,578.00			Fidelity	15,033,584.14
Agencies		759,579.41		SIB	12,236,238.91
TxDOT Grant Fund				Agencies	7,950,079.67
TexSTAR	5,210,910.60			Bayerische GIC	66,473,667.15
Fidelity	62,976.56				
CD's	100,000.00				
Agencies	5,045,677.87	10,419,565.03			
Subordinate Lien DS Fund 05					
Fidelity	7,880.98	7,880.98			
Debt Service Reserve Fund 05					
TexSTAR	4,825,415.78				
Fidelity	6,171,125.50				
CD's	3,000,000.00				
Agencies		13,996,541.28			
Debt Service Fund 05					
Fidelity	2,632,512.29	2,632,512.29			
2010 Senior Lien DSF					
TexSTAR	2,069.13				
Fidelity	12.40				
Agencies		2,081.53			
Other Obligations Fund					
Fidelity	12,495.93	12,495.93			
Operating Fund					
TexSTAR	41,783.23				
TexSTAR-Trustee	354,865.62				
Fidelity	699,912.24				
Region's SIB Loan MMA	12,236,238.91	13,332,800.00			
Revenue Fund					
TexSTAR	1.03				
Fidelity	905,067.11	905,068.14			
General Fund					
TexSTAR	7,080,860.25				
Fidelity	349,462.26	7,430,322.51			
2010-1 Sub Lien Cost of issuance					
TexSTAR	0.00	-			
2010 Senior Lien Capitalized Interest					
TexSTAR	841.94				
Bayerische GIC	6,821,360.06	6,822,202.00			
2010-1 Sub Lien Capitalized Interest					
TexSTAR	419.85				
Bayerische GIC	1,923,896.84	1,924,316.69			
2010-2 Sub Lien Capitalized Interest					
TexSTAR	126.71				
Fidelity	2,817.08				
Bayerische GIC	684,731.89	687,675.68			
2010-1 Sub BABs subsidy					
Fidelity	712,085.32	712,085.32			
2010-2 Sub BABs subsidy					
Fidelity	262,854.65	262,854.65			
2010 Senior Lien Debt Service Reserve Fund					
TexSTAR	6,753,271.85				
Fidelity	1,250,231.24				
Agencies	1,512,526.80	9,516,029.89			
2010-2Sub Lien Debt Service Reserve Fund					
TexSTAR	660,001.14				
Fidelity	41,270.07				
Agencies	390,000.00	1,091,271.21			
2010-1Sub Lien Debt Service Reserve Fund					
TexSTAR	2,503,130.40				
Fidelity	248,287.04				
Agencies	1,001,875.00	3,753,292.44			
2010 Regions BABs Project Account					
TexSTAR	54,226,631.49				
Fidelity	0.00	54,226,631.49			
2010 Regions BABs Debt Service Account					
Fidelity	16,336.93	16,336.93			
2010-1 Sub Lien Projects Fund					
TexSTAR	4,166.46				
Fidelity	1,047,157.75	1,051,324.21			
183A/290E Project Acct					
TexSTAR	88,449.03				
Fidelity	0.53	88,449.56			
2010 Senior Lien Construction Fund					
TexSTAR	1.19				
Fidelity	4,520.26				
Bayerische GIC	57,043,678.36	57,048,199.81			
		57,048,199.81			
		<u>\$ 186,699,516.98</u>			





## Monthly Newsletter - April 2011

### Performance

#### As of April 30, 2011

Current Invested Balance	\$5,661,130,480.00
Weighted Average Maturity (1)	48 Days
Weighted Average Maturity (2)	69 Days
Net Asset Value	1.000172
Total Number of Participants	731
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$778,579.18
Management Fee Collected	\$242,002.60
% of Portfolio Invested Beyond 1 Year	2.42%
Standard & Poor's Current Rating	AAAm

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

#### April Averages

Average Invested Balance	\$5,888,999,850.25
Average Monthly Yield, on a simple basis	0.1108%
Average Weighted Average Maturity (1)*	50 Days
Average Weighted Average Maturity (2)*	72 Days

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

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

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

### New Participants

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

- ★ Red River Authority of Texas

### News

**Holiday Reminder** - In observance of *Memorial Day*, *TexSTAR* will be closed on *Monday, May 30, 2011*. All ACH transactions initiated on Friday, May 27th will settle on Tuesday, May 31st. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all *TexSTAR* participants. Please plan accordingly for your liquidity needs.

**Audit Confirmations** - With the fiscal year end nearing for many participants, your auditors may wish to begin submitting confirmations for your *TexSTAR* pool balances. Please note that audit confirmation requests should be sent to the following address:

TexSTAR Participant Services  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201

### Economic Commentary

During the month, the U.S. Congress and the Obama Administration wrangled up to the last minute over the 2011 fiscal budget, averting a federal government shutdown but setting the stage for future debates over the federal budget. Furthermore, Standard & Poor's downgraded its outlook for U.S. Treasury debt from stable to negative, escalating concerns regarding the growing size of the federal debt. U.S. economic growth continues to be subdued, as high energy prices have sapped some of the strength in consumer spending. Federal Reserve Chairman Bernanke restated the Fed's view that the rise in commodity prices is expected to be "transitory." Internal forecasts suggest that April retail sales were strong, indicating that the consumer is bending but not breaking in the face of higher prices for necessities. Business investment in equipment and software also remains solid. The labor market continues to improve very gradually. Housing activity remains below market expectations and new home sales remain at historic lows. The base case expectation is for an improving labor market and rising incomes to continue to support consumption. In fact, core retail sales for April are expected to grow, despite the 29% rise in gasoline prices so far this year. The fact that consumers have been able to increase spending on non-fuel items while maintaining their saving rate is reflective of underlying strength in the economy. Fiscal restraint by federal, state, and local governments will detract from growth. In this environment, the Fed is likely to keep rates on hold into 2012 as wage disinflation slows. This message will be challenging for the Fed to deliver as headline inflation measures move higher.

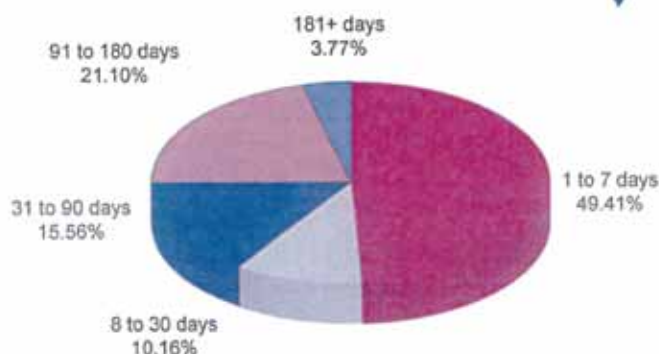
This information is an excerpt from an economic report dated April 2011 provided to *TexSTAR* by JP Morgan Asset Management, Inc., the investment manager of the *TexSTAR* pool.

*For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).*

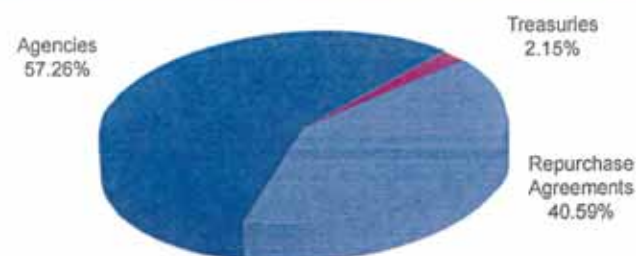


## Information at a Glance

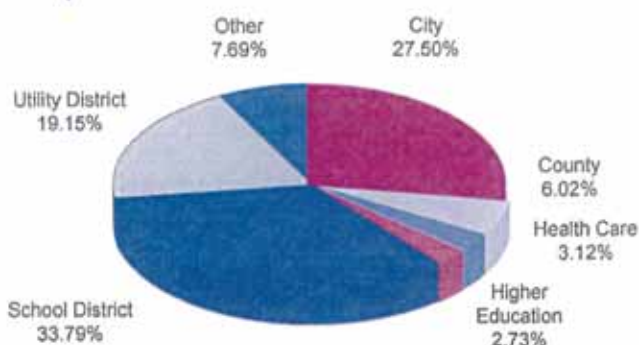
### Portfolio by Type of Investment As of April 30, 2011



### Distribution of Participants by Type As of April 30, 2011



### Portfolio by Maturity As of April 30, 2011



## Historical Program Information

Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Apr 11	0.1108%	\$5,661,130,480.00	\$5,662,108,871.87	1.000172	50	72	731
Mar 11	0.1408%	5,949,037,975.79	5,949,804,553.22	1.000128	50	73	730
Feb 11	0.1476%	6,548,224,886.40	6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726
Dec 10	0.1713%	5,593,134,506.98	5,593,670,681.79	1.000091	47	79	723
Nov 10	0.1883%	5,143,274,228.56	5,143,635,927.81	1.000070	52	81	721
Oct 10	0.2002%	5,024,200,466.22	5,024,647,553.30	1.000088	49	74	719
Sep 10	0.2113%	4,970,973,494.85	4,971,467,034.53	1.000099	47	74	718
Aug 10	0.2153%	4,898,435,591.73	4,899,135,875.31	1.000142	49	81	715
Jul 10	0.1992%	4,973,684,902.13	4,974,288,088.24	1.000117	43	71	712
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

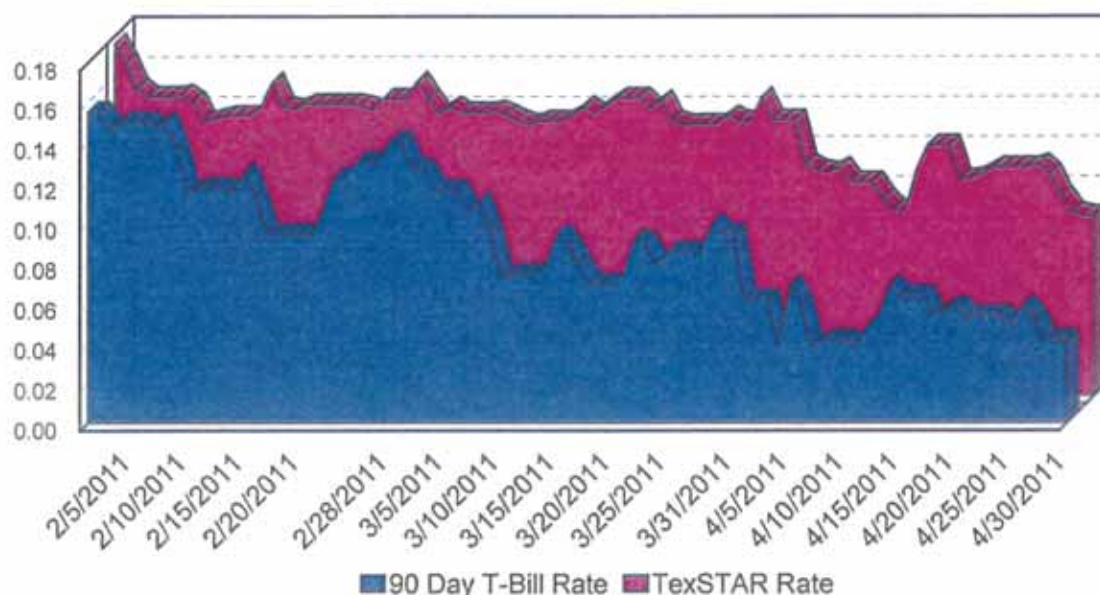
## Portfolio Asset Summary as of April 30, 2011

	Book Value	Market Value
Uninvested Balance	\$ 14,125.56	\$ 14,125.56
Accrual of Interest Income	557,706.97	557,706.97
Interest and Management Fees Payable	(870,412.76)	(870,412.76)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,297,786,000.00	2,297,786,000.00
Government Securities	3,363,643,060.23	3,364,621,452.10
<b>Total</b>	<b>\$ 5,661,130,480.00</b>	<b>\$ 5,662,108,871.87</b>

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 April 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
4/1/2011	0.1373%	0.000003761	\$5,949,650,281.37	1.000127	51	74
4/2/2011	0.1373%	0.000003761	\$5,949,650,281.37	1.000127	51	74
4/3/2011	0.1373%	0.000003761	\$5,949,650,281.37	1.000127	51	74
4/4/2011	0.1150%	0.000003151	\$5,920,641,185.32	1.000184	52	74
4/5/2011	0.1119%	0.000003067	\$5,972,798,882.15	1.000167	52	74
4/6/2011	0.1110%	0.000003042	\$5,984,552,884.40	1.000160	52	75
4/7/2011	0.1135%	0.000003110	\$5,975,440,948.58	1.000161	52	74
4/8/2011	0.1061%	0.000002906	\$5,982,987,834.26	1.000158	49	72
4/9/2011	0.1061%	0.000002906	\$5,982,987,834.26	1.000158	49	72
4/10/2011	0.1061%	0.000002906	\$5,982,987,834.26	1.000158	49	72
4/11/2011	0.0980%	0.000002685	\$5,955,347,178.41	1.000165	49	72
4/12/2011	0.0923%	0.000002530	\$6,056,337,980.05	1.000172	48	69
4/13/2011	0.0913%	0.000002501	\$6,044,185,538.06	1.000179	51	73
4/14/2011	0.1115%	0.000003055	\$5,946,109,981.13	1.000179	53	75
4/15/2011	0.1246%	0.000003413	\$5,926,526,945.57	1.000159	52	73
4/16/2011	0.1246%	0.000003413	\$5,926,526,945.57	1.000159	52	73
4/17/2011	0.1246%	0.000003413	\$5,926,526,945.57	1.000159	52	73
4/18/2011	0.1075%	0.000002944	\$5,946,325,801.33	1.000158	51	72
4/19/2011	0.1080%	0.000002959	\$5,901,884,072.66	1.000154	51	72
4/20/2011	0.1106%	0.000003031	\$5,897,001,757.68	1.000150	51	73
4/21/2011	0.1137%	0.000003116	\$5,831,721,745.22	1.000158	48	70
4/22/2011	0.1137%	0.000003116	\$5,831,721,745.22	1.000158	48	70
4/23/2011	0.1137%	0.000003116	\$5,831,721,745.22	1.000158	48	70
4/24/2011	0.1137%	0.000003116	\$5,831,721,745.22	1.000158	48	70
4/25/2011	0.1152%	0.000003155	\$5,770,051,098.21	1.000160	48	70
4/26/2011	0.1102%	0.000003019	\$5,818,475,696.07	1.000158	48	69
4/27/2011	0.0990%	0.000002712	\$5,608,823,470.93	1.000163	50	72
4/28/2011	0.0908%	0.000002488	\$5,645,375,908.00	1.000181	49	71
4/29/2011	0.0893%	0.000002446	\$5,661,130,480.00	1.000172	48	69
4/30/2011	0.0893%	0.000002446	\$5,661,130,480.00	1.000172	48	69
Average	0.1108%	0.000003035	\$5,888,999,850.25		50	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 &amp; Santow</i>	<i>Advisory Board</i>



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

RESOLUTION NO. 11-064

Authorizing a Contract to Acquire Certain Property in Travis County  
for the US 290 East Toll Project ("Manor Expressway")  
(Parcel 56A)

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 1.466 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by the Morris and Elaine Shapiro 1987 Family Trust, (the "Owner") for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$555,408.00.

*[Signatures on next page]*

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-064  
Date Passed: 5/25/11



**REAL ESTATE CONTRACT**  
Highway 290E Right of Way—Parcel 56A

THIS REAL ESTATE CONTRACT (“Contract”) is made by ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, and MIKE SHAPIRO, as Trustees of the Morris and Elaine Shapiro 1987 Family Trust (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 1.466 acre tract of land, more or less, out of the William H. Sanders Survey No. 54, Abstract No. 690, in Austin, Travis County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (Parcel 56A)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements and fixtures situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of FIVE HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED EIGHT AND 00/100 Dollars (\$555,408.00).

Payment of Purchase Price

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V  
CLOSING  
Closing Date**

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

### Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

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

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

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

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price, minus any retention value as set out in Section 2.01 above.



### Prorations

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

### Closing Costs

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

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

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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

**ARTICLE VIII  
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

*[signature page follows]*



**SELLER:**

\_\_\_\_\_  
Robert Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Jay Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Ira Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mike Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_  
Mike Heiligenstein, Executive Director  
Date: \_\_\_\_\_

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

**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 56A  
**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 56A**

DESCRIPTION OF 1.466 ACRES (63,840 SQ. FT.) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 30.00 ACRES (TRACT ONE) IN A DEED TO MORRIS SHAPIRO, OF RECORD IN VOLUME 6098, PAGE 262, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, FOR AN UNDIVIDED 43.0% INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.466 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) Type II concrete monument found in the proposed south right-of-way (ROW) line of U.S. Highway 290, 230.00 feet right of Engineer's Baseline Station 441+64.47, at the southeast corner of the herein described tract, same being in the existing west ROW line of F.M. 3177 and the west line of that tract described as 11.913 acres in a deed to the State of Texas, of record in Document No. 2009069477, Official Public Records, Travis County, Texas;

- 1) THENCE, with the south line of this tract and the preposed south right-of-way line of U.S. Highway 290, crossing said Sharpiro Tract One, **S71°25'55"W 511.25 feet** to a 1/2" iron rod set with a TxDOT aluminum cap at the southwest corner of this tract, same being in the west line of said Shapiro Tract One, and the east line of that certain tract of land described as 6.42 acres in a deed to Odeen Hibbs, Trustee, of record in Volume 9599, Page 161, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found at an angle point in the west line of said Shapiro Tract



**EXHIBIT \_\_\_\_**

One, and the east line of that certain tract of land described as 22.497 acres in a deed to Nancy Swenson Smith and Agnes Swenson Aldridge, of record in Volume 11995, Page 152, Real Property Records, Travis County, Texas bears S24°07'15"W 1,133.62 feet;

- 2) THENCE, with the northwest line of this tract, and said Shapiro Tract One, and the southeast line of said Hibbs tract, N24°07'15"E, at 194.31 passing an iron bar found, in all a total distance of **194.98 feet** to a calculated point at the northwest corner of this tract, and said Shapiro Tract One, and the northeast corner of said Hibbs tract, same being the southeast corner of that certain tract of land described as 8.421 acres in a deed to the State of Texas, of record in Volume 663, Page 27, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 7.646 acres in a deed to the State of Texas, of record in Volume 663, Page 31, Deed Records, Travis County, Texas, and being in the existing south ROW line of U.S. Highway 290;
- 3) THENCE, with the north line of this tract, and said Shapiro Tract, the existing south ROW line of U.S Highway 290, and the south line of said 7.646 acre State of Texas tract, N71°23'48"E 379.01 feet to a TxDOT Type II concrete monument found at the northeast corner of this tract, same being in the existing west ROW line of F.M. 3177 and the northwest corner of said 11.913 acre State of Texas tract;
- 4) THENCE, with the east line of this tract and the existing west ROW line of F.M. 3177 and the west line of said 11.913 acre State of Texas tract, S18°35'03"E 143.56 feet to the POINT OF BEGINNING and containing 1.466 acres, more or less, within these metes and bounds.

**EXHIBIT** \_\_\_\_

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

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

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

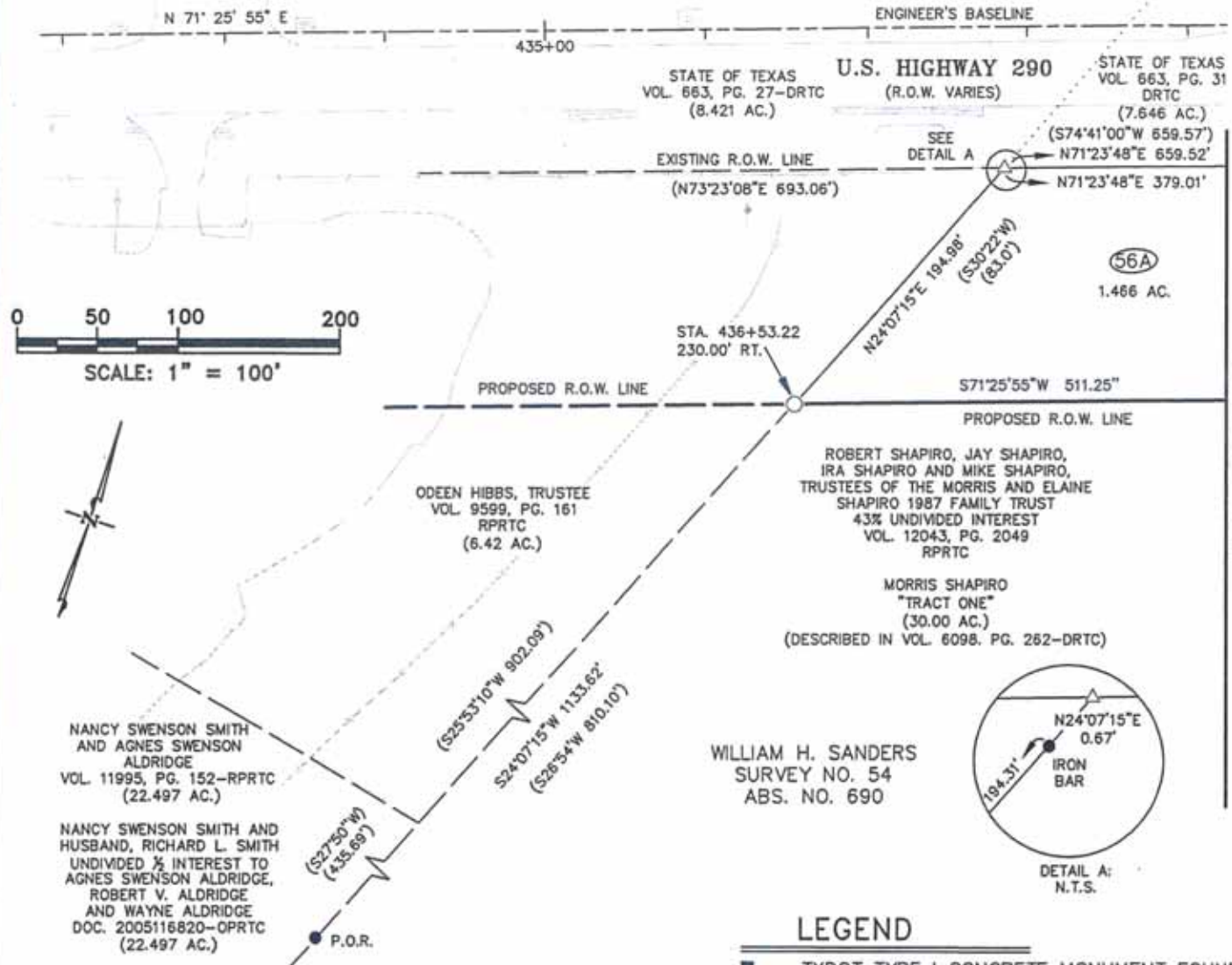
SURVEYED BY:

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



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P56A R2  
Issued 10/20/2010; Revised 12/3/10



CALCULATED ACREAGE	83.177 AC.
ACQUISITION ACREAGE	1.466 AC.
ACQUISITION SQUARE FEET	63,840
REMAINDER ACREAGE	81.711 AC.
REMAINDER SQUARE FEET	3,559,350

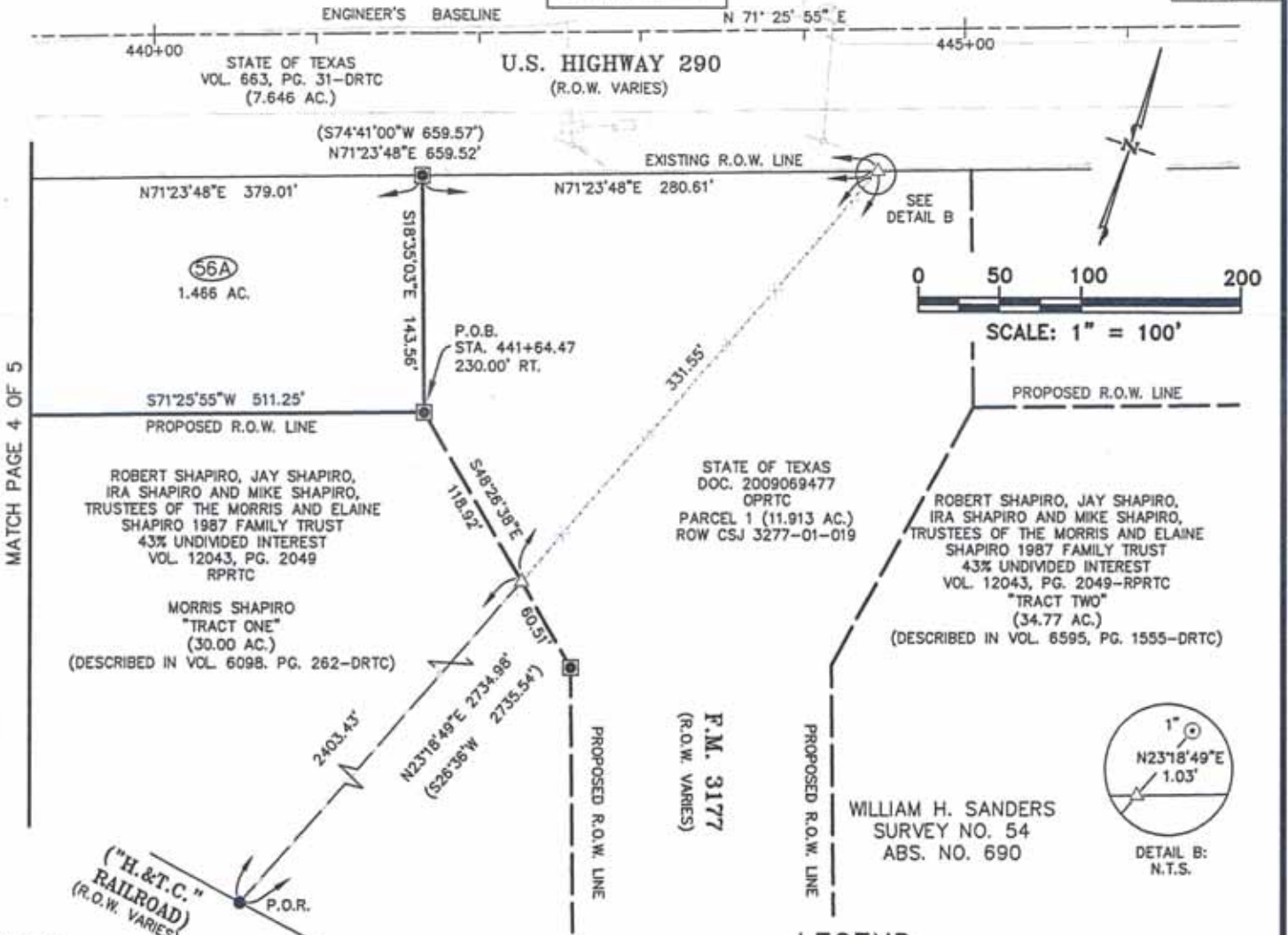
- ### LEGEND
- TXDOT TYPE I CONCRETE MONUMENT FOUND
  - ⊠ TXDOT TYPE II CONCRETE MONUMENT FOUND
  - ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
  - 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
  - ⊙ IRON PIPE FOUND (SIZE NOTED)
  - 1/2" IRON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

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

PLAT OF 1.466 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 30.00 AC. (TRACT ONE), IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, 43% UNDIVIDED INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 56A  
PAGE 4 OF 5





MATCH PAGE 4 OF 5

**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 5 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*

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 12/03/10  
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

**LEGEND**

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
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- ⊙ IRON PIPE FOUND (SIZE NOTED)
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**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
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PLAT OF 1.466 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 30.00 AC. (TRACT ONE), IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, 43% UNDIVIDED INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 56A  
PAGE 5 OF 5

## FINAL CLOSURE PARCEL 56A US HIGHWAY 290

### PARCEL 56A - SKETCH MAPCHECK

North: 10089606.3230 East: 3157197.8831  
Course: S 71-25-55 W Distance: 511.25000  
North: 10089443.5252 East: 3156713.2457  
Course: N 24-07-15 E Distance: 194.98000  
North: 10089621.4807 East: 3156792.9267  
Course: N 71-23-48 E Distance: 379.01000  
North: 10089742.3904 East: 3157152.1334  
Course: S 18-35-03 E Distance: 143.56000  
North: 10089606.3161 East: 3157197.8856

Perimeter: 1228.80000

Area: 63839.94253 1.46556 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007346 Course: N 19-10-28 W  
Precision 1: 167277.85

### PARCEL 56A - STRIPMAP MAPCHECK

North: 10092901.4906 East: 3162084.8185  
Course: S 71-25-55 W Distance: 511.25000  
North: 10092738.6929 East: 3161600.1810  
Course: N 24-07-15 E Distance: 194.98000  
North: 10092916.6483 East: 3161679.8620  
Course: N 71-23-48 E Distance: 379.01000  
North: 10093037.5580 East: 3162039.0687  
Course: S 18-35-03 E Distance: 143.56000  
North: 10092901.4837 East: 3162084.8209

Perimeter: 1228.80000

Area: 63839.94253 1.46556 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007346 Course: N 19-10-28 W  
Precision 1: 167277.85

### PARCEL 56A - DESCRIPTION MAPCHECK

North: 10088956.5520 East: 3158857.6227  
Course: S 71-25-55 W Distance: 511.25000  
North: 10088793.7543 East: 3158372.9853  
Course: N 24-07-15 E Distance: 194.98000  
North: 10088971.7097 East: 3158452.6663  
Course: N 71-23-48 E Distance: 379.01000  
North: 10089092.6194 East: 3158811.8730  
Course: S 18-35-03 E Distance: 143.56000  
North: 10088956.5451 East: 3158857.6252

Perimeter: 1228.80000

# FINAL CLOSURE PARCEL 56A US HIGHWAY 290

PARCEL 56A - DESCRIPTION MAP (cont.)

Area: 63839.94253                      1.46556 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007346              Course: N 19-10-28 W  
Precision 1: 167277.85



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

RESOLUTION NO. 11-065

Authorizing a Contract to Acquire Certain Property in Travis County  
for the US 290 East Toll Project ("Manor Expressway")  
(Parcel 56B)

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 2.567 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by the Morris and Elaine Shapiro 1987 Family Trust, (the "Owner") for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$1,000,842.70.

*[Signatures on next page]*

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-065  
Date Passed: 5/25/11

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way—Parcel 56B

THIS REAL ESTATE CONTRACT (“Contract”) is made by ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, and MIKE SHAPIRO, as Trustees of the Morris and Elaine Shapiro 1987 Family Trust (referred to in this Contract as “Seller”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

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

All of that certain 2.567 acre tract of land, more or less, out of the William H. Sanders Survey No. 54, Abstract No. 690, in Austin, Travis County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 56B**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements and fixtures situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of ONE MILLION EIGHT HUNDRED FORTY TWO AND 70/100 Dollars (\$1,000,842.70).

Payment of Purchase Price

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



**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V  
CLOSING  
Closing Date**

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

### Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

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

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

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

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price, minus any retention value as set out in Section 2.01 above.

#### Prorations

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

#### Closing Costs

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

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

#### **ARTICLE VI BREACH BY SELLER**

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

#### **ARTICLE VII BREACH BY PURCHASER**

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



**ARTICLE VIII  
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

*[signature page follows]*

**SELLER:**

\_\_\_\_\_  
Robert Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Jay Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Ira Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mike Shapiro, Trustee of the Morris  
and Elaine Shapiro 1987 Family Trust  
Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_



**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_  
Mike Heiligenstein, Executive Director  
Date: \_\_\_\_\_

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

**EXHIBIT** \_\_\_\_

**County:** Travis  
**Parcel No.:** 56B  
**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 56B**

DESCRIPTION OF 2.567 ACRES (111,826 SQ. FT.) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS 34.77 ACRES (TRACT TWO) AND 79.646 ACRES (TRACT THREE), IN DEEDS TO MORRIS SHAPIRO, OF RECORD IN VOLUME 6595, PAGE 1555, DEED RECORDS, TRAVIS COUNTY, TEXAS AND VOLUME 10657, PAGE 358, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, RESPECTIVELY AND IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, FOR AN UNDIVIDED 43.0% INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.567 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 234.63 feet right of Engineer's Baseline Station 452+88.15, at the southeast corner of the herein described tract, same being in the east line of said Shapiro Tract Three, and the west line of that certain tract of land described as 2.371 acres in a deed to the State of Texas, of record in Document 2005081759, Official Public Records, Travis County, Texas, same being a portion of Lot 1, Stoner Acres, a subdivision of record in Book 80, Page 59, Plat Records, Travis County, Texas, same also being in the existing south ROW of U.S. Highway 290 from which point a 3/4" iron rod found at an interior ell corner of said Shapiro Tract Three, same being the southwest corner of that certain tract of land described in a deed to Robert V. Alridge, of record in Document

**EXHIBIT \_\_\_\_**

2003238130, Official Public Records, Travis County, Texas, and remainder of said Lot 1, bears S34°06'00"E, 207.69 feet;

THENCE, with the south line of this tract and the proposed south ROW line of U.S. Highway 290, crossing said Shapiro Tracts Three and Two the following two (2) courses numbered 1 and 2;

- 1) with a curve to the right whose intersection angle is **01°55'08"**, radius is **5969.58 feet**, an arc distance of **199.92 feet**, the chord of which bears **S70°28'21"W 199.91 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 230.99 feet right of Engineer's Baseline Station 450+96.06; and
- 2) **S71°25'55"W 596.83 feet** to a 1/2" iron rod set to be replaced with a TxDOT Type II concrete monuement after acquisition, 230.00 feet right of Engineer's Baseline Station 445+03.42, at the southwest corner of this tract, same being in the existing east ROW line of F.M. 3177 and the east line of that tract of land described as 11.913 acres in a deed to the State of Texas, of record in Document 2009069477, Official Public Records, Travis County, Texas;
- 3) THENCE, with the west line of this tract and the existing east ROW line of F.M. 3177 and the east line of said 11.913 acre of State of Texas tract, **N18°35'03"W 143.77 feet** a TxDOT Type II concrete monument found at the northwest corner of this tract and the northeast corner of said 11.913 acre State of Texas tract same being in the existing south right-of-way line of U.S. Highway 290 in the south line of that certain tract of land described as 7.646 acres in a deed to the State of Texas, of record in Volume 663, Page 31, Deed Records, Travis County, Texas;



**EXHIBIT \_\_\_\_**

THENCE, with the north line of this tract, and said Shapiro Tracts Two and Three, the existing south ROW line of U.S Highway 290, and the south line of said 7.646 acre State of Texas tract, the following two (2) courses numbered 4 and 5;

- 4) **N71°23'48"E 615.02 feet** to a TxDOT Type I concrete monument found, being the point of beginning of a curve; and
- 5) with said curve to the left whose intersection angle is **01°24'25"**, radius is **5789.60 feet**, at a sub arc distance of 26.93 feet passing a calculated point at the northeast corner of Shapiro Tract Two, and the northwest corner of Shapiro Tract Three, from which a 1/2" iron rod found bears **S23°18'35"E 0.57 feet**, continuing a total arc distance of **142.18 feet**, the chord of which bears **N70°47'46"E 142.18 feet** to a calculated point at the northeast corner of this tract, and said Shapiro Tract Three, and the northwest corner of said 2.371 acre State of Texas tract and said Lot 1;
- 6) THENCE, with the east line of this tract, and said Shapiro Tract Three, and the west line of said 2.371 acre State of Texas tract and said Lot 1, **S34°06'00"E**, at 0.49 feet passing a 1/2" iron rod found, in all a total distance of **147.77 feet** to the POINT OF BEGINNING and containing 2.567 acres within these metes and bounds, more or less.

EXHIBIT \_\_\_\_

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

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

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

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

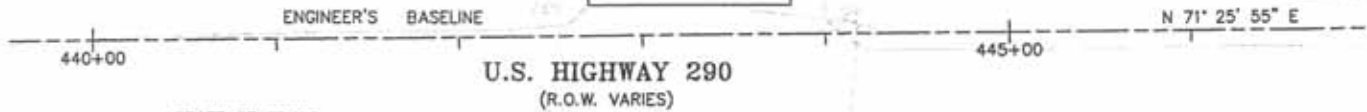
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

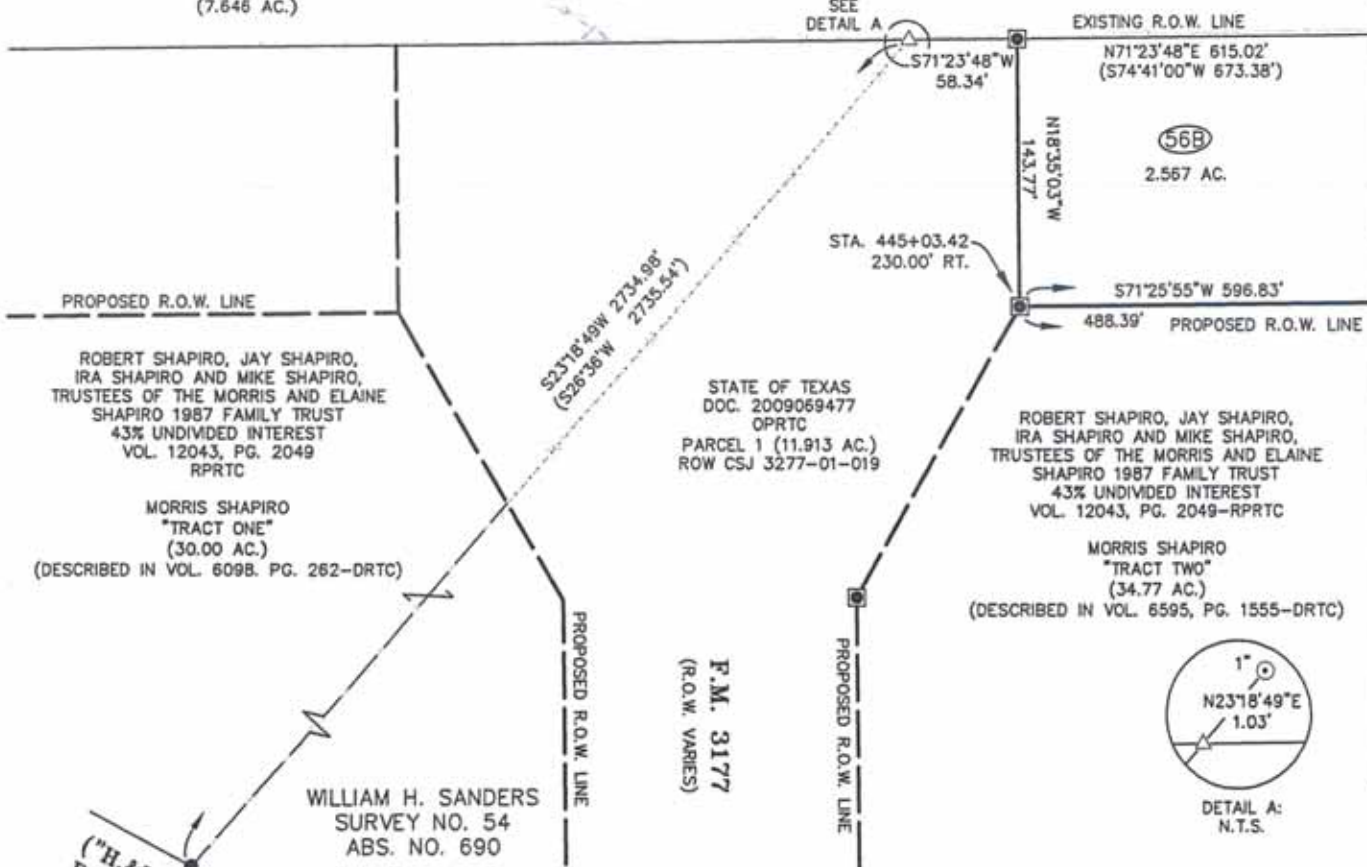
**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



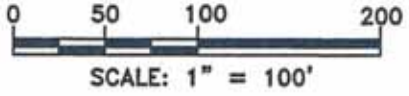
Chris Conrad, Reg. Professional Land Surveyor No. 5623  
Note: There is a plat to accompany this description. US 290 P56B R2  
Issued 10/20/2010; Revised 12/3/10



STATE OF TEXAS  
VOL. 663, PG. 31-DRTC  
(7.648 AC.)



MATCH PAGE 6 OF 6



CALCULATED ACREAGE	46.782 AC.
ACQUISITION ACREAGE	2.567 AC.
ACQUISITION SQUARE FEET	111,826
REMAINDER ACREAGE	44.215 AC.
REMAINDER SQUARE FEET	1,925,998

**LEGEND**

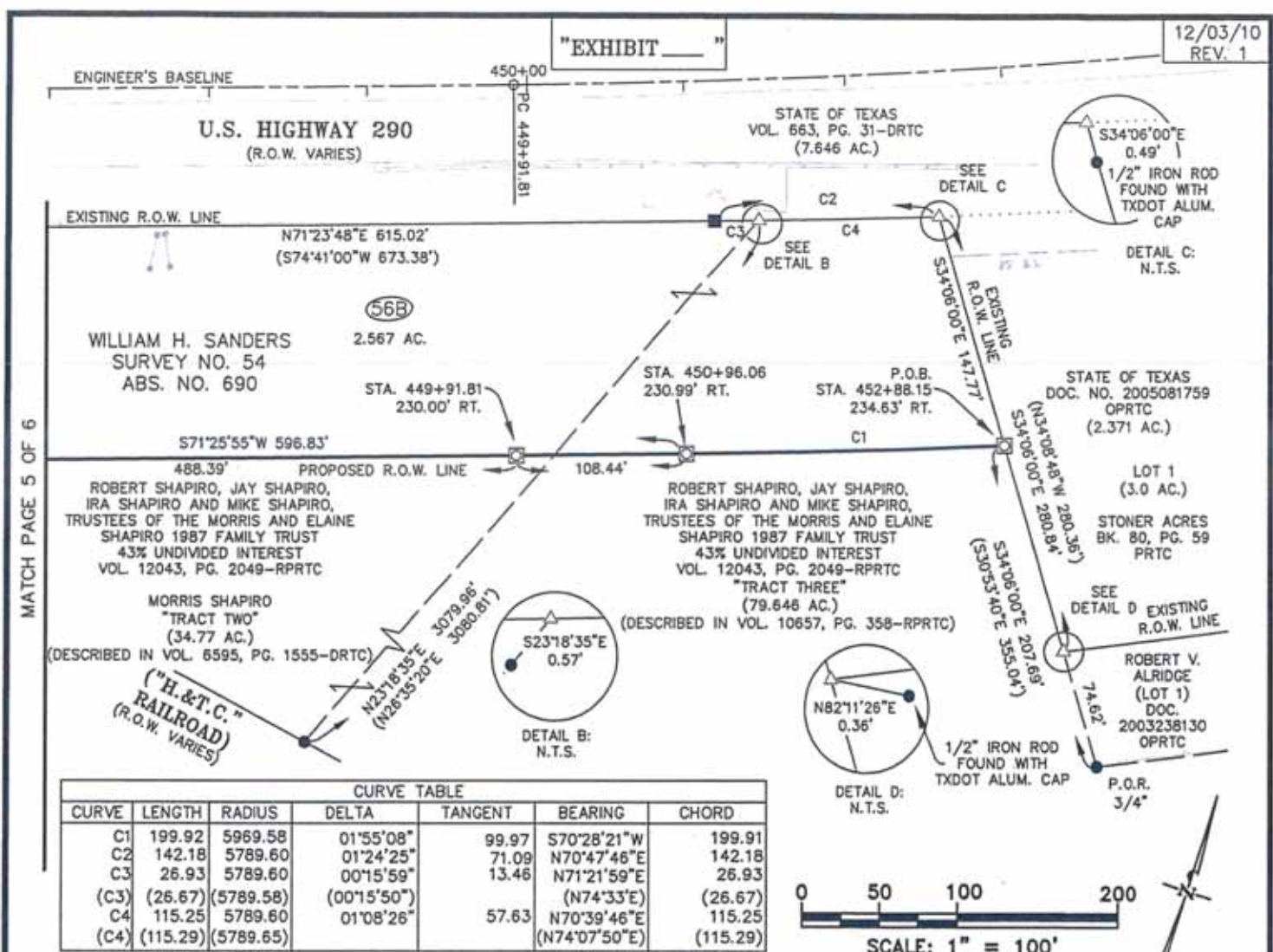
- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)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

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

PLAT OF 2.567 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS 34.77 AC. (TRACT TWO), AND 79.846 AC. (TRACT THREE), IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, 43% UNDIVIDED INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 56B  
PAGE 5 OF 6





MATCH PAGE 5 OF 6

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	199.92	5969.58	01°55'08"	99.97	S70°28'21"W	199.91
C2	142.18	5789.60	01°24'25"	71.09	N70°47'46"E	142.18
C3	26.93	5789.60	00°15'59"	13.46	N71°21'59"E	26.93
(C3)	(26.67)	(5789.58)	(00°15'50")		(N74°33"E)	(26.67)
C4	115.25	5789.60	01°08'26"	57.63	N70°39'46"E	115.25
(C4)	(115.29)	(5789.65)			(N74°07'50"E)	(115.29)

- 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, 3, AND 4 OF 6 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*  
12/03/10

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

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
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- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
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- ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
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PLAT OF 2.567 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND DESCRIBED AS 34.77 AC. (TRACT TWO), AND 79.646 AC. (TRACT THREE), IN A DEED TO ROBERT SHAPIRO, JAY SHAPIRO, IRA SHAPIRO, AND MIKE SHAPIRO, TRUSTEES OF THE MORRIS AND ELAINE SHAPIRO 1987 FAMILY TRUST, 43% UNDIVIDED INTEREST, OF RECORD IN VOLUME 12043, PAGE 2049, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 56B  
PAGE 6 OF 6

# FINAL CLOSURE PARCEL 56B US HIGHWAY 290

## PARCEL 56B - SKETCH MAPCHECK

BC North: 10092292.2941 East: 3157694.0133  
Arc Length: 199.91934 Radius: 5969.58000 Delta: 1-55-08  
Tangent: 99.96901 Chord: 199.91000 Ch Course: S 70-28-21 W  
Course In: N 20-29-13 W Out: S 18-34-05 E  
Ctr North: 10097884.3111 East: 3155604.7000  
End North: 10092225.4723 East: 3157505.6019  
Course: S 71-25-55 W Distance: 596.83000  
North: 10092035.4232 East: 3156939.8392  
Course: N 18-35-03 W Distance: 143.77000  
North: 10092171.6965 East: 3156894.0201  
Course: N 71-23-48 E Distance: 615.02000  
North: 10092367.8968 East: 3157476.9052  
Arc Length: 142.18357 Radius: 5789.60000 Delta: -1-24-26  
Tangent: 71.09536 Chord: 142.18000 Ch Course: N 70-47-46 E  
Course In: N 18-30-01 W Out: S 19-54-27 E  
Ctr North: 10097858.3005 East: 3155639.8055  
End North: 10092414.6642 East: 3157611.1735  
Course: S 34-06-00 E Distance: 147.77000  
North: 10092292.3017 East: 3157694.0191

Perimeter: 1845.49292

Area: 111825.96644 2.56717 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.009594 Course: S 37-09-56 W

Precision 1: 192357.67

## PARCEL 56B - STRIPMAP MAPCHECK

BC North: 10089195.1413 East: 3163918.3102  
Arc Length: 199.91934 Radius: 5969.58000 Delta: 1-55-08  
Tangent: 99.96901 Chord: 199.91000 Ch Course: S 70-28-21 W  
Course In: N 20-29-13 W Out: S 18-34-05 E  
Ctr North: 10094787.1584 East: 3161828.9969  
End North: 10089128.3195 East: 3163729.8988  
Course: S 71-25-55 W Distance: 596.83000  
North: 10088938.2704 East: 3163164.1361  
Course: N 18-35-03 W Distance: 143.77000  
North: 10089074.5438 East: 3163118.3170  
Course: N 71-23-48 E Distance: 615.02000  
North: 10089270.7440 East: 3163701.2021  
Arc Length: 142.18357 Radius: 5789.60000 Delta: -1-24-26  
Tangent: 71.09536 Chord: 142.18000 Ch Course: N 70-47-46 E  
Course In: N 18-30-01 W Out: S 19-54-27 E  
Ctr North: 10094761.1477 East: 3161864.1024  
End North: 10089317.5114 East: 3163835.4704  
Course: S 34-06-00 E Distance: 147.77000  
North: 10089195.1489 East: 3163918.3160

Perimeter: 1845.49292



# FINAL CLOSURE PARCEL 56B US HIGHWAY 290

## PARCEL 56B - STRIPMAP MAPCHECK (cont.)

Area: 111825.96644                      2.56717 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.009594              Course: S 37-09-56 W  
Precision 1: 192357.67

## PARCEL 56B DESCRIPTION MAPCHECK

BC North: 10089382.0287    East: 3159209.3686  
Arc Length: 199.91934      Radius: 5969.58000    Delta: 1-55-08  
Tangent: 99.96901          Chord: 199.91000    Ch Course: S 70-28-21 W  
Course In: N 20-29-13 W      Out: S 18-34-05 E  
Ctr North: 10094974.0458    East: 3157120.0553  
End North: 10089315.2069    East: 3159020.9572  
Course: S 71-25-55 W          Distance: 596.83000  
North: 10089125.1579    East: 3158455.1945  
Course: N 18-35-03 W          Distance: 143.77000  
North: 10089261.4312    East: 3158409.3754  
Course: N 71-23-48 E          Distance: 615.02000  
North: 10089457.6315    East: 3158992.2605  
Arc Length: 142.18357      Radius: 5789.60000    Delta: -1-24-26  
Tangent: 71.09536          Chord: 142.18000    Ch Course: N 70-47-46 E  
Course In: N 18-30-01 W      Out: S 19-54-27 E  
Ctr North: 10094948.0352    East: 3157155.1608  
End North: 10089504.3988    East: 3159126.5288  
Course: S 34-06-00 E          Distance: 147.77000  
North: 10089382.0364    East: 3159209.3744

Perimeter: 1845.49292

Area: 111825.96644                      2.56717 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.009594              Course: S 37-09-56 W  
Precision 1: 192357.67



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

**RESOLUTION NO. 11-066**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 47A)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.602 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Kerry S. Yom, (the "Owner"), located at the south line of US Hwy 290E, east of Crofford Lane in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-066  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-066**

**Description of Parcel 47A**



**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 47A  
**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 47A**

DESCRIPTION OF 0.602 OF ONE ACRE (26,217 SQUARE FEET) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 3, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 3 BEING DESCRIBED IN A DEED TO KERRY S. YOM, OF RECORD IN DOCUMENT 2003010702, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.602 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, at the beginning of this Access Denial Line, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 250.00 feet right of Engineer's Baseline Station 414+74.13, at the southeast corner of the herein described tract, same being in the east line of said Lot 3, and in the west line of Lot 2, Block A, of said 290 East Business Park subdivision, said Lot 2 being described in a deed to The Yom Family Trust, Kerry S. Yom, Trustee, Sun Y. Yom, Trustee, of record in Document 2007099553, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the south corner of said Lot 3, the west corner of said Lot 2 and said Yom Family Trust tract, and being in a north line of Lot 1, Block A, of said 290 East Business Park Subdivision, said Lot 1 being described in a deed to Sovran Acquisition Limited Partnership, of record in Document 2005125795, Official Public Records, Travis County, Texas, bears S14°17'09"W 797.81 feet;

- 1) THENCE, with said Access Denial Line, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Kerry S. Yom tract and said Lot 3, S71°25'55"W 248.91 feet to a 1/2" iron rod set with a TxDOT aluminum

**EXHIBIT** \_\_\_\_\_

cap at the end of said Access Denial Line, 250.00 feet right of Engineer's Baseline Station 412+25.22, at the southwest corner of this tract, same being in the west line of said Kerry S. Yom tract and said Lot 3, and the east line of Lot 1, Crofford Addition No. 2, a subdivision of record in Book 90, Pages 50-51, Plat Records, Travis County, Texas, said Lot 1, Crofford Addition, being described in a deed to Hardy Credit, Co., of record in Document 2003069039, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found in the west line of said Kerry S. Yom tract and said Lot 3, same being the southeast corner of said Hardy Credit tract and said Lot 1, Crofford Addition, and the northeast corner of that certain tract of land described as 4.03 acres in a deed to Southwestern Motor Transport, Inc., of record in Document 2000027131, Official Public Records, Travis County, Texas, bears S23°37'02"W 618.70 feet, and from which point a 1/2" iron rod found at the southwest corner of said Kerry S. Yom tract and said Lot 3, same being at an exterior ell corner on the north line of said Sovran tract and said Lot 1, 290 East Business Park, and in the east line of said Southwestern Motor Transport tract, bears S23°37'02"W 694.62 feet;

- 2) THENCE, with the west line of this tract, said Kerry S. Yom tract, and said Lot 3, and the east line of said Hardy Credit tract and said Lot 1, Crofford Addition, **N23°37'02"E 150.89 feet** to a TxDOT Type I concrete monument found at the northwest corner of this tract, said Kerry S. Yom tract, and said Lot 3, same being the northeast corner of said Hardy Credit tract and said Lot 1, Crofford Addition, and being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears N14°25'52"E 0.82 feet;
- 3) THENCE, with the north line of this tract, said Kerry S. Yom tract, and said Lot 3, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, **N71°23'48"E 219.88 feet** to a calculated point at the northeast corner of this tract and said Lot 3, and the northwest corner of said Lot 2 and said Yom Family Trust tract;



EXHIBIT \_\_\_\_

- 4) THENCE, with the east line of this tract and said Lot 3, and the west line of said Lot 2 and said Yom Family Trust tract, **S14°17'09"W** at 0.17 feet passing a 1/2" iron rod found, in all a total distance of **133.26 feet** to the POINT OF BEGINNING and containing 0.602 of one acre within these metes and bounds, more or less.

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

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

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

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

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

SURVEYED BY:

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



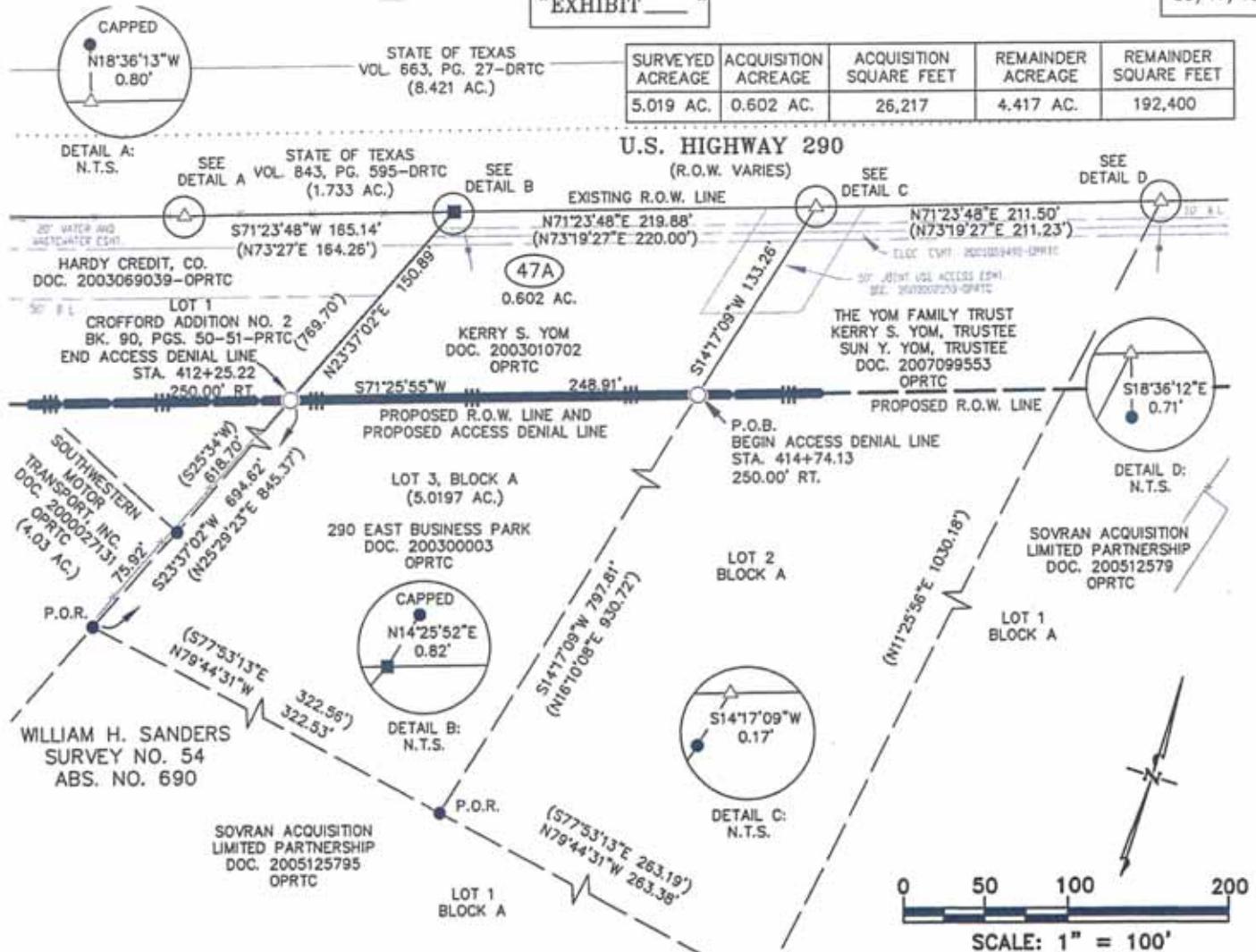
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P47A REV2  
Issued 02/02/07, Rev 03/20/07, 04/01/09, 09/17/10





SURVEYED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
5.019 AC.	0.602 AC.	26,217	4.417 AC.	192,400



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

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

*Chris Conrad*

09/17/10

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

LEGEND

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



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

PLAT OF 0.602 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 3, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 3 DESCRIBED IN A DEED TO KERRY S. YOM, OF RECORD IN DOCUMENT 2003010702, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 47A  
PAGE 4 OF 4

# FINAL CLOSURE PARCEL 47A US HIGHWAY 290

## PARCEL 47A - SKETCH MAPCHECK

North: 10094462.6197 East: 3154072.5645  
Course: S 71-25-55 W Distance: 248.91000  
North: 10094383.3591 East: 3153836.6112  
Course: N 23-37-02 E Distance: 150.89000  
North: 10094521.6109 East: 3153897.0615  
Course: N 71-23-48 E Distance: 219.88000  
North: 10094591.7558 East: 3154105.4527  
Course: S 14-17-09 W Distance: 133.26000  
North: 10094462.6166 East: 3154072.5695  
Perimeter: 752.94000

Area: 26217.14202 0.60186 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.005911 Course: N 58-30-40 W  
Precision 1: 127375.67

## PARCEL 47A - STRIPMAP MAPCHECK

North: 10095486.8386 East: 3149403.8551  
Course: S 71-25-55 W Distance: 248.91000  
North: 10095407.5780 East: 3149167.9019  
Course: N 23-37-02 E Distance: 150.89000  
North: 10095545.8298 East: 3149228.3521  
Course: N 71-23-48 E Distance: 219.88000  
North: 10095615.9747 East: 3149436.7433  
Course: S 14-17-09 W Distance: 133.26000  
North: 10095486.8355 East: 3149403.8602  
Perimeter: 752.94000

Area: 26217.14202 0.60186 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.005911 Course: N 58-30-40 W  
Precision 1: 127375.67

## PARCEL 47A - DESCRIPTION MAPCHECK

North: 10093318.1606 East: 3154500.1309  
Course: S 71-25-55 W Distance: 248.91000  
North: 10093238.9000 East: 3154264.1776  
Course: N 23-37-02 E Distance: 150.89000  
North: 10093377.1518 East: 3154324.6278  
Course: N 71-23-48 E Distance: 219.88000  
North: 10093447.2967 East: 3154533.0191  
Course: S 14-17-09 W Distance: 133.26000  
North: 10093318.1575 East: 3154500.1359  
Perimeter: 752.94000

Area: 26217.14202 0.60186 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.005911 Course: N 58-30-40 W  
Precision 1: 127375.67



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

**RESOLUTION NO. 11-067**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 47B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.560 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by The Yom Family Trust, Kerry S. Yom and Sun Y. Yom, (the "Owner"), located at the south line of US Hwy 290E, east of Crofford Lane in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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

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


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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:

  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:

  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-067  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-067**

**Description of Parcel 47B**

**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 47B  
**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 47B**

DESCRIPTION OF 0.560 OF ONE ACRE (24,380 SQUARE FEET) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 2, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 2 BEING DESCRIBED IN A DEED TO THE YOM FAMILY TRUST, KERRY S. YOM, TRUSTEE, SUN Y. YOM, TRUSTEE, OF RECORD IN DOCUMENT 2007099553, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.560 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 250.00 feet right of Engineer's Baseline Station 416+98.04, at the southeast corner of the herein described tract, same being in the east line of said Yom tract and said Lot 2, and in the west line of Lot 1, Block A, of said 290 East Business Park subdivision, said Lot 1 being described in a deed to Sovran Acquisition Limited Partnership, of record in Document 2005125795, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Yom tract and said Lot 2, same being at an interior ell corner on the north line of said Sovran tract and said Lot 1, bears S09°32'57"W 903.86 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Yom tract and said Lot 2, **S71°25'55"W 114.69 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the beginning of this Access Denial Line, 250.00 feet right of Engineer's Baseline station 415+83.35;



EXHIBIT \_\_\_\_

- 2) THENCE, with said Access Denial Line, continuing with the south line of this tract and the proposed south ROW line of U.S. Highway 290, crossing said Yom tract and said Lot 2, **S71°25'55"W 109.21 feet** to a 1/2" iron rod set with a TxDOT aluminum cap at the end of said Access Denial Line, 250.00 feet right of Engineer's Baseline Station 414+74.13, at the southwest corner of this tract, same being in the west line of said Lot 2, and the east line of Lot 3, Block A, of said 290 East Business Park subdivision, said Lot 3 being described in a deed to Kerry S. Yom, of record in Document 2003010702, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southwest corner of said Lot 2 and said Yom Family Trust tract, and the southeast corner of said Lot 3, bears S14°17'09"W 797.81 feet;
- 3) THENCE, with the west line of this tract, said Yom Family Trust tract, and said Lot 2, and the east line of said Kerry S. Yom tract, and said Lot 3, **N14°17'09"E**, at 133.09 feet passing a 1/2" iron rod found, in all a total distance of **133.26 feet** to a calculated point at the northwest corner of this tract, said Yom Family Trust tract, and said Lot 2, same being the northeast corner of said Kerry S. Yom tract, and said Lot 3, and being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas;
- 4) THENCE, with the north line of this tract, said Yom Family Trust tract, and said Lot 2, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, **N71°23'48"E 211.50 feet** to a calculated point at the northeast corner of this tract, said Yom tract, and said Lot 2, and the northwest corner of said Sovran tract and said Lot 1, from which point a 1/2" iron rod found bears S18°36'12"E 0.71 feet ;

**EXHIBIT** \_\_\_\_

5) THENCE, with the east line of this tract, said Yom Family Trust tract, and said Lot 2, and the west line of said Sovran tract and said Lot 1, **S09°32'57"W 127.07 feet** to the POINT OF BEGINNING and containing 0.560 of one acre within these metes and bounds, more or less.

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

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

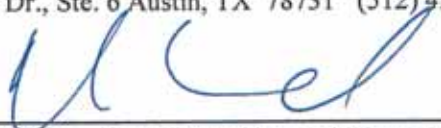
STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

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

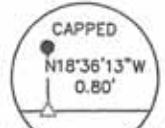


Chris Conrad, Reg. Professional Land Surveyor No. 5623  
Note: There is a plat to accompany this description. US 290 P47B R5  
Issued 02/02/07, Rev 03/20/07, 04/01/09, 09/17/10, 12/3/10



415+00

DETAIL D:  
N.T.S.



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



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

DETAIL A:  
N.T.S.

SEE  
DETAIL A

SEE  
DETAIL B

SEE  
DETAIL C

SEE  
DETAIL D

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

EXISTING R.O.W. LINE  
N71°23'48\"/>

HARDY CREDIT, CO.  
DOC. 2003069039-OPRTC

LOT 1  
CROFFORD  
ADDITION NO. 2  
BK. 90, PGS. 50-51  
PRTC

PROPOSED R.O.W. LINE AND  
PROPOSED ACCESS DENIAL LINE

(47B)  
0.560 AC.

PROPOSED  
R.O.W. LINE

END ACCESS DENIAL LINE  
STA. 414+74.13  
250.00' RT.

BEGIN ACCESS  
DENIAL LINE  
STA. 415+83.35  
250.00' RT.  
STAMPED "ADL"

P.O.B.  
STA. 416+98.04  
250.00' RT.

SOUTHWESTERN  
MOTOR  
TRANSPORT, INC.  
DOC. 2000227131  
OPRTC  
(4.03 AC.)



DETAIL B:  
N.T.S.

LOT 3  
BLOCK A

KERRY S. YOM  
DOC. 2003010702  
OPRTC

LOT 2, BLOCK A  
(5.0078 AC.)  
290 EAST BUSINESS PARK  
DOC. 200300003  
OPRTC

THE YOM FAMILY TRUST  
KERRY S. YOM, TRUSTEE  
SUN Y. YOM, TRUSTEE  
DOC. 2007099553  
OPRTC

SOVRAN ACQUISITION  
LIMITED PARTNERSHIP  
DOC. 2005125795  
OPRTC

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

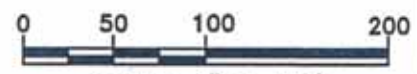
SURVEYED ACREAGE	5.015 AC.
ACQUISITION ACREAGE	0.560 AC.
ACQUISITION SQUARE FEET	24,380
REMAINDER ACREAGE	4.455 AC.
REMAINDER SQUARE FEET	194,053

LOT 1  
BLOCK A  
P.O.R.  
SOVRAN ACQUISITION  
LIMITED PARTNERSHIP  
DOC. 2005125795  
OPRTC



DETAIL C:  
N.T.S.

(N11°25'36\"/>



SCALE: 1" = 100'

NOTES:

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

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

12/03/10

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

LEGEND

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



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

PLAT OF 0.560 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 2, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 2 DESCRIBED IN A DEED TO THE YOM FAMILY TRUST, KERRY S. YOM, TRUSTEE, SUN Y. YOM, TRUSTEE, OF RECORD IN DOCUMENT 2007099553, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 47B  
PAGE 4 OF 4



## FINAL CLOSURE PARCEL 47B US HIGHWAY 290

### PARCEL 47B - SKETCH MAPCHECK

North: 10095608.0654 East: 3154947.4087  
Course: S 71-25-55 W Distance: 223.90000  
North: 10095536.7687 East: 3154735.1636  
Course: N 14-17-09 E Distance: 133.26000  
North: 10095665.9079 East: 3154768.0468  
Course: N 71-23-48 E Distance: 211.50000  
North: 10095733.3794 East: 3154968.4959  
Course: S 09-32-57 W Distance: 127.07000  
North: 10095608.0702 East: 3154947.4157

Perimeter: 695.73000

Area: 24380.89184 0.55971 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.008471 Course: S 55-32-52 W  
Precision 1: 82132.84

### PARCEL 47B - STRIPMAP MAPCHECK

North: 10095560.3190 East: 3149974.5004  
Course: S 71-25-55 W Distance: 223.90000  
North: 10095489.0223 East: 3149762.2553  
Course: N 14-17-09 E Distance: 133.26000  
North: 10095618.1615 East: 3149795.1384  
Course: N 71-23-48 E Distance: 211.50000  
North: 10095685.6330 East: 3149995.5875  
Course: S 09-32-57 W Distance: 127.07000  
North: 10095560.3238 East: 3149974.5074

Perimeter: 695.73000

Area: 24380.89184 0.55971 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.008471 Course: S 55-32-52 W  
Precision 1: 82132.84

### PARCEL 47B - DESCRIPTION MAPCHECK

North: 10093505.4605 East: 3154394.6943  
Course: S 71-25-55 W Distance: 114.69000  
North: 10093468.9396 East: 3154285.9743  
Course: S 71-25-55 W Distance: 109.21000  
North: 10093434.1638 East: 3154182.4492  
Course: N 14-17-09 E Distance: 133.26000  
North: 10093563.3030 East: 3154215.3323  
Course: N 71-23-48 E Distance: 211.50000  
North: 10093630.7745 East: 3154415.7814  
Course: S 09-32-57 W Distance: 127.07000  
North: 10093505.4653 East: 3154394.7013

Perimeter: 695.73000

# FINAL CLOSURE PARCEL 47B US HIGHWAY 290

## PARCEL 47B - DESCRIPTION MAPCHECK (cont.)

Area: 24380.89184                      0.55971 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.008471              Course: S 55-32-52 W  
Precision 1: 82132.84

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

**RESOLUTION NO. 11-068**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 36B)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.374 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Delfino and Renya Perez, (the "Owner"), located at 9525 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-068  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-068**

**Description of Parcel 36B**

EXHIBIT \_\_\_\_

County: Travis  
Parcel No.: 36B  
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 36B**

DESCRIPTION OF 1.374 ACRES (59,830 SQUARE FEET) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING OUT OF LOT 2, BLOCK A, N LINE SUBDIVISION, OF RECORD IN DOCUMENT 200400101, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 2 BEING DESCRIBED IN A DEED TO DELFINO PEREZ AND REYNA PEREZ, OF RECORD IN DOCUMENT 2004235700, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.374 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 376+90.11, at the southeast corner of the herein described tract, same being in the east line of said Lot 2 and said Perez tract, and the west line of that certain tract of land described as 2.03 acres in a deed to Scott William Elder, of record in Document 2006014936, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found to be replaced with a TxDOT Type II concrete monument after acquisition, 290.35 feet right of Engineer's Baseline Station 376+89.77, at the southeast corner of said Lot 2 and said Perez tract, and the southwest corner of said Elder tract, same being in the existing north ROW line of Old State Highway 20, a public ROW for which no record conveyance was found, as shown on TxDOT ROW map CSJ# 0114-02-012, bears S05°42'10"E 75.36 feet;

- 1) THENCE, with the south line of this tract, and with the proposed south ROW line of U.S. Highway 290, crossing said Lot 2 and said Perez tract, S84°02'32"W, passing at 8.91 feet a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL" for the beginning of this "access denial line" and continuing 266.65 feet for a total distance



EXHIBIT \_\_\_\_

of **275.56 feet** to a 1/2" iron rod set with a TxDOT aluminum cap 215.00 feet right of Engineer's Baseline Station 374+14.54 at the southwest corner of this tract, same being in the west line of said Lot 2 and said Perez tract and the east line of Lot 1 of said N Line Subdivision, said Lot 1 being described in a deed to A & E Properties, of record in Document 2004078755, Official Public Records, Travis County, Texas;

- 2) THENCE, with the west line of this tract, said Lot 2 and said Perez tract, and the east line of said Lot 1 and said A & E Properties tract, **N05°42'11"W**, passing at 216.97 feet a 1/2" iron rod found, and continuing 0.14 feet for a total distance of **217.11 feet** to a calculated point at the northwest corner of this tract, said Lot 2, and said Perez tract, and the northeast corner of said Lot 1 and said A & E Properties tract, and being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 4.233 acres in deeds to the State of Texas, of record in Volume 3057, Page 1540 and Volume 3122, Page 1826, Deed Records, Travis County, Texas;
- 3) THENCE, with the north line of this tract and said Lot 2 and said Perez tract, the existing south ROW line of U.S. Highway 290, and the south line of said 4.233 acre State of Texas tract, **N84°02'10"E 275.56 feet** to a calculated point at the northeast corner of this tract and said Lot 2 and said Perez tract, and the northwest corner of said Elder tract;

EXHIBIT \_\_\_\_

- 4) THENCE, with the east line of this tract, said Lot 2, and said Perez tract, and the west line of said Elder tract, **S05°42'10"E**, at 0.46 feet passing a 1/2" iron rod found, and continuing 216.68 feet for a total distance of **217.14 feet** to the POINT OF BEGINNING and containing 1.374 acres within these metes and bounds, more or less.

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

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

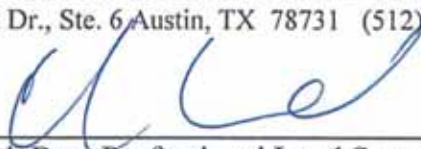
STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

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

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

SURVEYED BY:

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

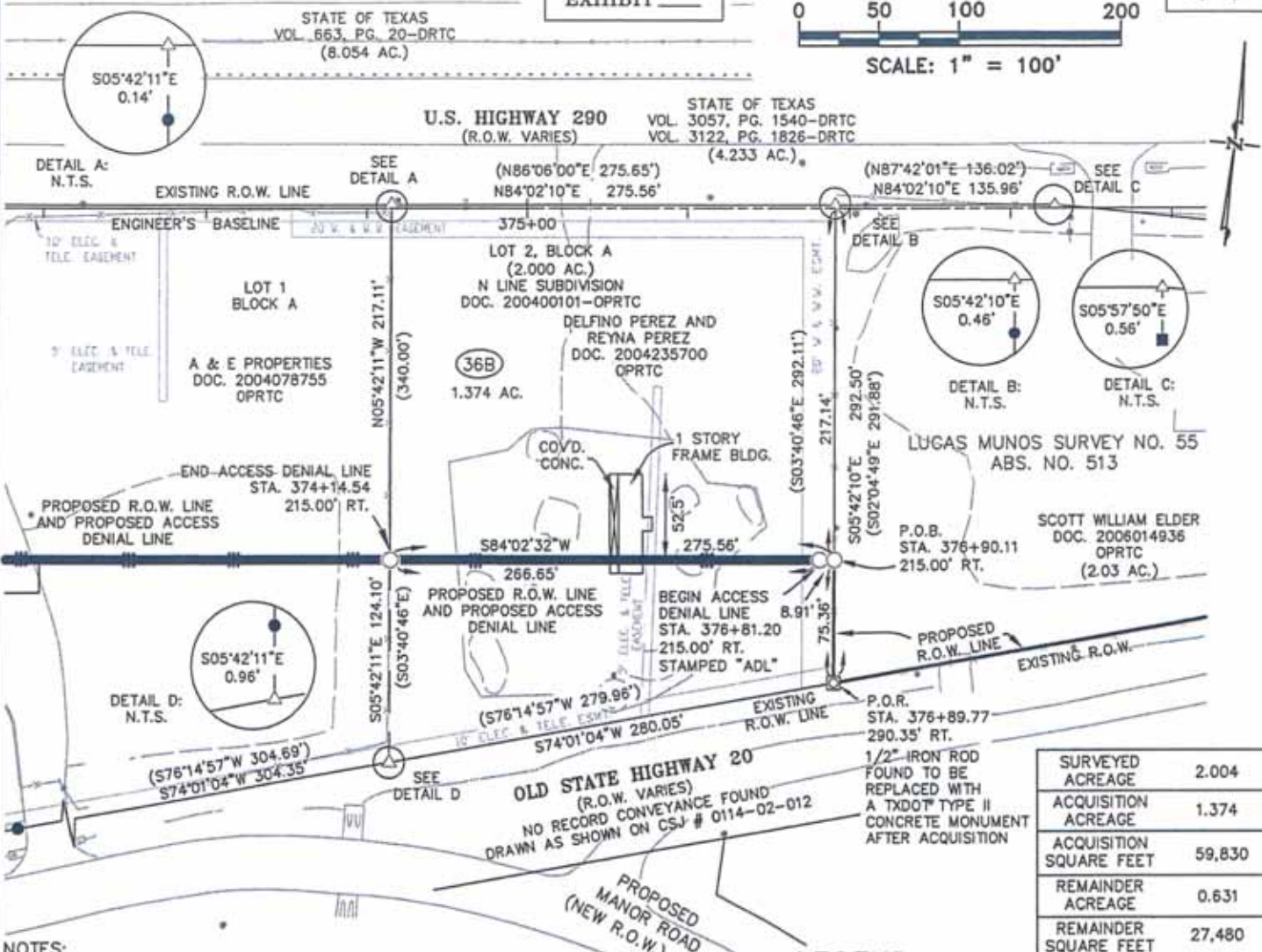


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P36B  
Issued 04/01/09; Revised 09/17/10







**NOTES:**

- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
- 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
- 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
- 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
- 6) ACCESS WILL BE DENIED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE WITHIN THE LIMITS OF THE PROPOSED "ACCESS DENIAL LINE" AS SHOWN HEREON, BEING 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., STZ 6, AUSTIN, TX 78731 512/451-8591

*Chris Conrad*  
 09/17/10

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

**LEGEND**

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



SURVEYED ACREAGE	2.004
ACQUISITION ACREAGE	1.374
ACQUISITION SQUARE FEET	59,830
REMAINDER ACREAGE	0.631
REMAINDER SQUARE FEET	27,480

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

PLAT OF 1.374 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING A PORTION OF LOT 2, BLOCK A, N LINE SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT 200400101, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 2 BEING DESCRIBED IN A DEED TO DELFINO PEREZ AND REYNA PEREZ OF RECORD IN DOCUMENT 2004235700, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
 U.S. 290  
 CSJ 0114-02-085  
 PARCEL 36B  
 PAGE 4 OF 4



# FINAL CLOSURE PARCEL 36B US HIGHWAY 290

## PARCEL 36B - SKETCH MAPCHECK

North: 10094922.7023 East: 3150909.2078  
Course: S 84-02-32 W Distance: 275.56000  
North: 10094894.1004 East: 3150635.1362  
Course: N 05-42-11 W Distance: 217.11000  
North: 10095110.1357 East: 3150613.5614  
Course: N 84-02-10 E Distance: 275.56000  
North: 10095138.7669 East: 3150887.6299  
Course: S 05-42-10 E Distance: 217.14000  
North: 10094922.7016 East: 3150909.2067

Perimeter: 985.37000

Area: 59830.14686 1.37351 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.001332 Course: N 57-05-00 E  
Precision 1: 739519.78

## PARCEL 36B - STRIPMAP MAPCHECK

North: 10091499.9725 East: 3146292.2084  
Course: S 84-02-32 W Distance: 275.56000  
North: 10091471.3706 East: 3146018.1368  
Course: N 05-42-11 W Distance: 217.11000  
North: 10091687.4060 East: 3145996.5620  
Course: N 84-02-10 E Distance: 275.56000  
North: 10091716.0371 East: 3146270.6305  
Course: S 05-42-10 E Distance: 217.14000  
North: 10091499.9718 East: 3146292.2073

Perimeter: 985.37000

Area: 59830.14686 1.37351 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.001332 Course: N 57-05-00 E  
Precision 1: 739519.78

## PARCEL 36B - DESCRIPTION MAPCHECK

North: 10091448.3164 East: 3154033.2759  
Course: S 84-02-32 W Distance: 275.56000  
North: 10091419.7145 East: 3153759.2043  
Course: N 05-42-11 W Distance: 217.11000  
North: 10091635.7499 East: 3153737.6294  
Course: N 84-02-10 E Distance: 275.56000  
North: 10091664.3810 East: 3154011.6980  
Course: S 05-42-10 E Distance: 217.14000  
North: 10091448.3157 East: 3154033.2747

Perimeter: 985.37000

**FINAL CLOSURE PARCEL 36B  
US HIGHWAY 290**

PARCEL 36B - DESCRIPTION MAPCHECK (cont.)

Area: 59830.14686

1.37351 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.001332

Course: N 57-05-00 E

Precision 1: 739519.78

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

**RESOLUTION NO. 11-069**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 31)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 2.432 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Robert W. and Janice W. Jenkins, (the "Owner"), located at 9475 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-069  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-069**

**Description of Parcel 31**

**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 31  
**Highway:** U.S. Highway 290  
**Project Limits:** From: E of US 183  
To: E of SH 130  
**Right of Way CSJ:** 0114-02-085

**PROPERTY DESCRIPTION FOR PARCEL 31**

DESCRIPTION OF 2.432 ACRES (105,933 SQ. FT.) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF LOT 1, BLOCK A, ABC PEST AND LAWN SUBDIVISION NO. 1, OF RECORD IN DOCUMENT 200700312, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED AS 7.876 ACRES IN A DEED TO ROBERT W. JENKINS, JR., OF RECORD IN DOCUMENT 2007132864, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.432 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 362+75.54, at the southeast corner of the herein described tract, same being in the east line of said Lot 1 and said Jenkins tract, and the west line of that certain tract of land described as 4.12 acres in a deed to Bobby Joe Barnett and wife, Deeanne Barnett, of record in Volume 11862, Page 1250, Real Property Records, Travis County, Texas, from which point a 5/8" iron rod found at the southwest corner of said Barnett tract, same being in the existing north ROW line of Old State Highway 20 for which no record conveyance was found, as shown on TxDOT ROW map CSJ# 0114-02-012, bears S05°59'29"E 432.05 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, S84°02'32"W 22.51 feet to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the point of beginning of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 362+53.03;
- 2) THENCE, continuing with the said Access Denial Line, the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, S84°02'32"W 491.41 feet to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the end of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 357+61.62;



EXHIBIT \_\_\_\_

3) THENCE, continuing with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Lot 1 and said Jenkins tract, **S84°02'32"W 23.58 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet right of Engineer's Baseline Station 357+38.04, at the southwest corner of this tract, same being in the west line of said Lot 1 and said Jenkins tract, and the east line of that certain tract of land described as 61.887 acres in a deed to JMTCV, LTD., of record in Document 2005073729, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southwest corner of said Lot 1 and said Jenkins tract and the southeast corner of said JMTCV tract, same being in the existing north ROW line of Old State Highway 20, bears **S05°50'55"E 597.30 feet**;

4) THENCE, with the west line of this tract, and said Lot 1 and said Jenkins tract, and the east line of said JMTCV tract, **N05°50'55"W 196.93 feet** to a TxDOT Type I concrete monument found at the northwest corner of this tract, same being the northeast corner of said JMTCV tract and the northwest corner of said Lot 1 and said Jenkins tract, also being the southeast corner of that certain tract of land described as 0.585 of one acre (Part II) in a deed to the State of Texas, of record in Volume 3092, Page 636, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 1.213 acres in a deed to the State of Texas, of record in Volume 3047, Page 365, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290;

THENCE, with the north line of this tract, and said Lot 1 and said Jenkins tract, and with the existing south ROW line of U.S. Highway 290, and the south line of said 1.213 acre State of Texas tract, the following two (2) courses numbered 5 and 6;

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

6) **N78°18'40"E 48.25 feet** to a calculated point at the northeast corner of this tract said Lot 1 and said Jenkins tract, same being the northwest corner of said Barnett tract, the southeast corner of said 1.213 acre State of Texas tract, and the southwest corner of that certain tract of land described as 0.578 of one acre in a deed the State of Texas, of record in Volume 3053, Page 1792, Deed Records, Travis County, Texas;

7) THENCE, with the east line of this tract, and said Lot 1 and said Jenkins tract, and the west line of said Barnett tract, **S05°59'29"E**, at 0.34 feet passing a 3/4" iron rod found, in all a total distance of **201.80 feet** to the POINT OF BEGINNING and containing 2.432 acres within these metes and bounds, more or less.

EXHIBIT \_\_\_

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

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


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

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

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

SURVEYED BY:

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

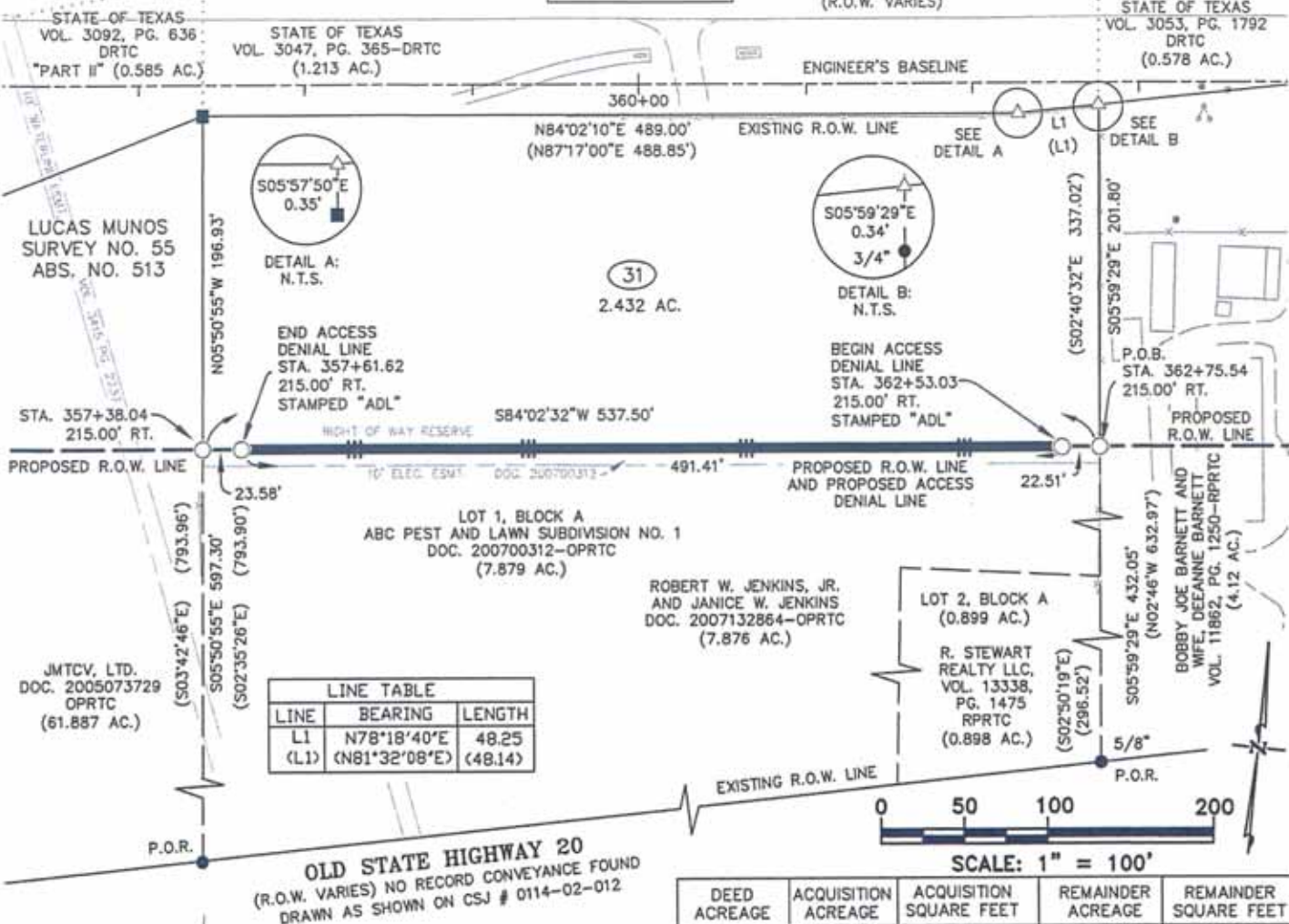


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P31REV3  
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10







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

LEGEND

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



NOTES:

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

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

*Chris Conrad*

09/17/10

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

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

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

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



# FINAL CLOSURE PARCEL 31 US HIGHWAY 290

## PARCEL 31 - SKETCH MAPCHECK

North: 10093419.3811 East: 3148278.0813  
Course: S 84-02-32 W Distance: 537.50000  
North: 10093363.5910 East: 3147743.4845  
Course: N 05-50-55 W Distance: 196.93000  
North: 10093559.4959 East: 3147723.4173  
Course: N 84-02-10 E Distance: 489.00000  
North: 10093610.3038 East: 3148209.7706  
Course: N 78-18-40 E Distance: 48.25000  
North: 10093620.0791 East: 3148257.0200  
Course: S 05-59-29 E Distance: 201.80000  
North: 10093419.3814 East: 3148278.0837

Perimeter: 1473.48000

Area: 105932.76019 2.43188 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.002415 Course: S 82-07-54 W  
Precision 1: 610022.43

## PARCEL 31 – STRIPMAP MAPCHECK

North: 10091941.3618 East: 3149253.8378  
Course: S 84-02-32 W Distance: 537.50000  
North: 10091885.5717 East: 3148719.2410  
Course: N 05-50-55 W Distance: 196.93000  
North: 10092081.4766 East: 3148699.1738  
Course: N 84-02-10 E Distance: 489.00000  
North: 10092132.2845 East: 3149185.5271  
Course: N 78-18-40 E Distance: 48.25000  
North: 10092142.0598 East: 3149232.7765  
Course: S 05-59-29 E Distance: 201.80000  
North: 10091941.3622 East: 3149253.8402

Perimeter: 1473.48000

Area: 105932.76019 2.43188 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.002415 Course: S 82-07-54 W  
Precision 1: 610022.43

## PARCEL 31 – DESCRIPTION MAPCHECK

North: 10092361.7592 East: 3147314.8973  
Course: S 84-02-32 W Distance: 537.50000  
North: 10092305.9691 East: 3146780.3005  
Course: N 05-50-55 W Distance: 196.93000  
North: 10092501.8740 East: 3146760.2333  
Course: N 84-02-10 E Distance: 489.00000  
North: 10092552.6819 East: 3147246.5866  
Course: N 78-18-40 E Distance: 48.25000

# FINAL CLOSURE PARCEL 31 US HIGHWAY 290

## PARCEL 31 – DESCRIPTION MAPCHECK (cont.)

North: 10092562.4572 East: 3147293.8360  
Course: S 05-59-29 E Distance: 201.80000  
North: 10092361.7595 East: 3147314.8997

Perimeter: 1473.48000

Area: 105932.76019 2.43188 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.002415 Course: S 82-07-54 W  
Precision 1: 610022.43

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

**RESOLUTION NO. 11-070**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 28)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 2.160 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by TX Old Manor Housing, L.P., (the "Owner"), located at 9345 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-070  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-070**

**Description of Parcel 28**

**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 28  
**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 28**

DESCRIPTION OF 2.610 ACRES (113,700 SQUARE FEET) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 24.07 ACRES IN A DEED TO TX OLD MANOR HOUSING, L.P., OF RECORD IN DOCUMENT 2004148431, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 2.610 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap in the proposed south right-of-way (ROW) line of U.S. Highway 290, 233.72 feet right of Engineer's Baseline Station 334+39.70, at the southeast corner of this tract, same being in the east line of said TX Old Manor Housing tract and the west line of that certain tract of land described as 61.887 acres in a deed to JMTCV, Ltd., of record in Document 2005073729, Official Public Records, Travis County, Texas, from which point a 60d nail found at an interior ell corner in the east line of said TX Old Manor Housing tract, same being the west corner of said JMTCV tract, bears S27°18'56"W 1050.07 feet;

THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said TX Old Manor Housing tract, the following four (4) courses, numbered 1 through 4;

- 1) **S84°02'32"W 140.86 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 236.86 feet right of Engineer's Baseline Station 332+98.87;
- 2) **N78°50'52"W**, passing at 60.99 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 220.22 feet right of Engineer's Baseline Station 332+40.20 and continuing 40.98 feet for a total distance of **101.97 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 208.96 feet right of Engineer's Baseline Station 332+00.00;



EXHIBIT \_\_\_\_

- 3) **S84°02'32"W 441.59 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 208.00 feet right of Engineer's Baseline Station 327+49.73; and
- 4) **S75°49'10"W 104.88 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 220.10 feet right of Engineer's Baseline Station 326+43.45 at the southwest corner of this tract, same being in the curved west line of said TX Old Manor Housing tract, and the curved east line of that certain tract of land described as Parcel 2 (Part Two) –85.43 acres in a deed to the State of Texas, of record in Volume 11339, Page 2005, Real Property Records, Travis County, Texas, from which point a 1/2" iron rod found in the west line of said TX Old Manor Housing tract, and the east line of said 85.43 acre State of Texas tract, along a curve whose intersection angle is 07°12'16" and radius is 3200.00 feet, the chord of which bears S00°38'39"W 402.11 feet;
- 5) THENCE, with the west line of this tract and said TX Old Manor Housing tract, and the east line of said 85.43 acre State of Texas tract, with said curve to the left whose intersection angle is 02°10'42", radius is 3200.00 feet, an arc distance of 121.67 feet, the chord of which bears N04°02'50"W 121.66 feet to a calculated point at northwest corner of this tract and said TX Old Manor Housing tract, and the southwest corner of that certain tract of land described as 1.830 acres in a deed to the State of Texas, of record in Volume 3106, Page 2150, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290, from which point a 3/4" iron pipe found bears S05°08'02"E 0.29 feet;

THENCE, with the north line of this tract and said TX Old Manor Housing tract, same being the existing south ROW line of U.S. Highway 290, and the south line of said 1.830 acre State of Texas tract, the following three (3) courses numbered 6, 7, and 8;

- 6) **N84°02'10"E 472.18 feet** to a broken TxDOT Type I concrete monument found;
- 7) **N72°45'24"E 409.00 feet** to a calculated point; and
- 8) **N84°02'10"E 48.57 feet** to a calculated point at the northeast corner of this tract and said TX Old Manor Housing tract, same being the northwest corner of said JMTCV tract, same being the southeast corner of said 1.830 acre State of Texas tract, and the southwest corner of that certain tract of land described as 3.431 acres (Part 1), in a deed to the State of Texas, of record in Volume 3092, Page 636, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found with a

**EXHIBIT** \_\_\_\_\_

TxDOT aluminum cap bears, S05°57'50"E 1.64 feet, and from which point a 1/2" iron rod found bears S01°05'54"W 2.18 feet;

- 9) THENCE, with the east line of this tract and said TX Old Manor Housing tract, and the west line of said JMTCV tract, **S27°18'56"W 259.19 feet** to the POINT OF BEGINNING and containing 2.610 acres within these metes and bounds, more or less.

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

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

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

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

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

SURVEYED BY:

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



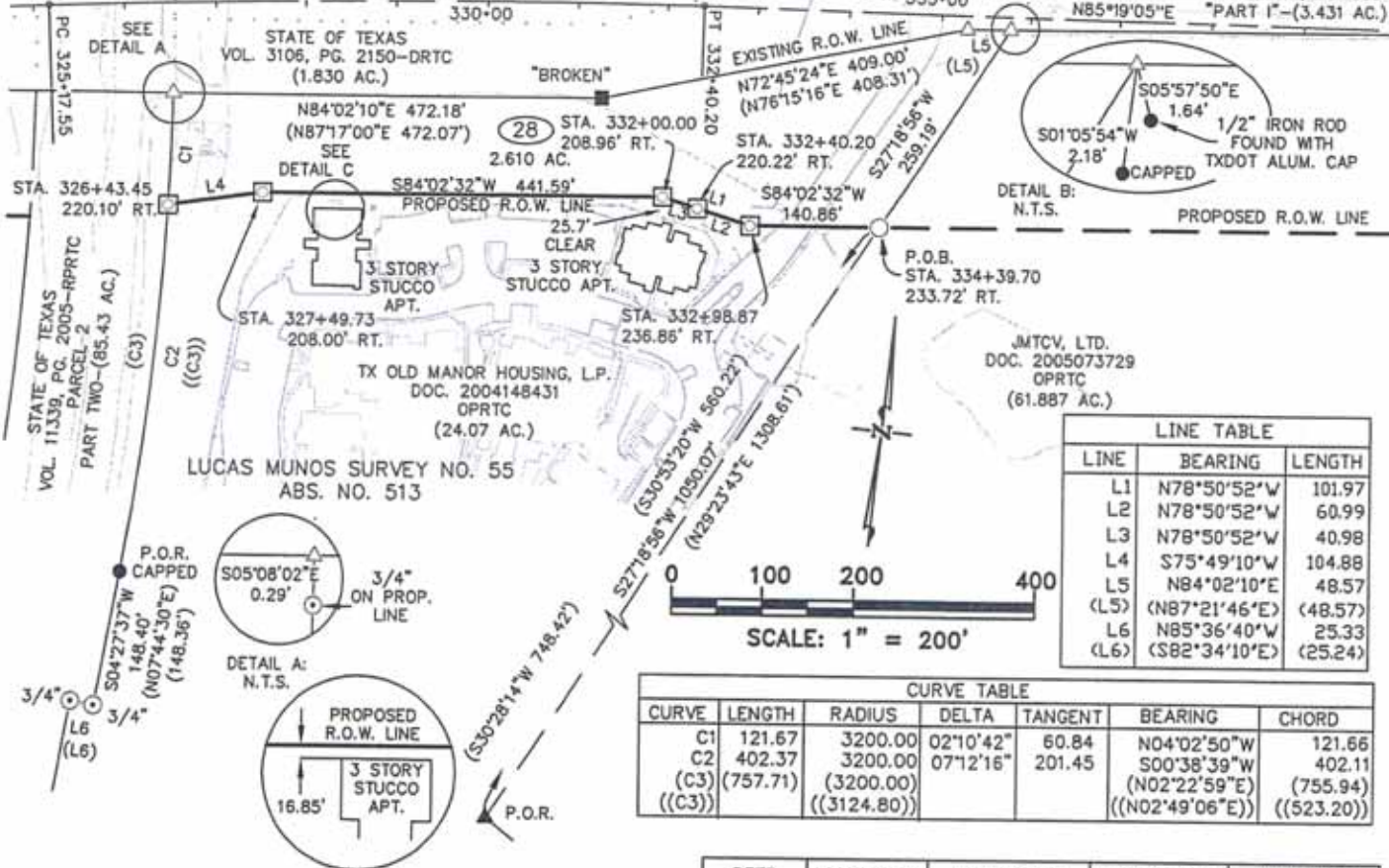
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P28 REV4  
Issued 02/27/09; Revised 5/15/09; 7/17/09; 9/16/09; 12/4/09





STATE OF TEXAS VOL. 907, PG. 273-DRTC "TRACT C"-(0.164 AC.)  
 STATE OF TEXAS VOL. 677, PG. 533 DRTC (3.240 AC.) ENGINEER'S BASELINE  
 U.S. HIGHWAY 290 (R.O.W. VARIES)  
 STATE OF TEXAS VOL. 1976, PG. 476-DRTC "TRACT D"-(0.211 AC.)  
 STATE OF TEXAS VOL. 3092, PG. 636 "PART I"-(3.431 AC.)



LINE	BEARING	LENGTH
L1	N78°50'52"W	101.97
L2	N78°50'52"W	60.99
L3	N78°50'52"W	40.98
L4	S75°49'10"W	104.88
L5	N84°02'10"E	48.57
(L5)	(N87°21'46"E)	(48.57)
L6	N85°36'40"W	25.33
(L6)	(S82°34'10"E)	(25.24)

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	121.67	3200.00	02°10'42"	60.84	N04°02'50"W	121.66
C2	402.37	3200.00	07°12'16"	201.45	S00°38'39"W	402.11
(C3)	(757.71)	(3200.00)			(N02°22'59"E)	(755.94)
((C3))		((3124.80))			((N02°49'06"E))	((523.20))

DEED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
24.07 AC.	2.610 AC.	113,700	21.460 AC.	934,789

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
- FFNCF 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 ABUTTING PROPERTY.

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

*Chris Conrad*

12/04/09

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

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

PLAT OF 2.610 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 24.07 AC. IN A DEED TO TX OLD MANOR HOUSING, L.P., OF RECORD IN DOCUMENT 2004148431, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
 U.S. 290  
 CSJ 0114-02-085  
 PARCEL 28  
 PAGE 4 OF 4



# FINAL CLOSURE PARCEL 28 US HIGHWAY 290

## PARCEL 28 SKETCH MAPCHECK

North: 10089290.0137 East: 3149342.0134  
Course: S 84-02-32 W Distance: 140.86000  
North: 10089275.3930 East: 3149201.9142  
Course: N 78-50-52 W Distance: 101.97000  
North: 10089295.1157 East: 3149101.8697  
Course: S 84-02-32 W Distance: 441.59000  
North: 10089249.2806 East: 3148662.6649  
Course: S 75-49-10 W Distance: 104.88000  
North: 10089223.5873 East: 3148560.9808  
Arc Length: 121.66733 Radius: 3200.00000 Delta: -2-10-42  
Tangent: 60.84099 Chord: 121.66000 Ch Course: N 04-02-50 W  
Course In: S 87-02-31 W Out: N 84-51-49 E  
Ctr North: 10089058.4548 East: 3145365.2443  
End North: 10089344.9439 East: 3148552.3942  
Course: N 84-02-10 E Distance: 472.18000  
North: 10089394.0042 East: 3149022.0185  
Course: N 72-45-24 E Distance: 409.00000  
North: 10089515.2442 East: 3149412.6358  
Course: N 84-02-10 E Distance: 48.57000  
North: 10089520.2907 East: 3149460.9429  
Course: S 27-18-56 W Distance: 259.19000  
North: 10089290.0023 East: 3149342.0030

Perimeter: 2099.90733

Area: 113700.11031 2.61020 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.015391 Course: N 42-21-41 E

Precision 1: 136438.55

## PARCEL 28 STRIPMAP MAPCHECK

North: 10092253.8712 East: 3145837.1400  
Course: S 84-02-32 W Distance: 140.86000  
North: 10092239.2505 East: 3145697.0408  
Course: N 78-50-52 W Distance: 101.97000  
North: 10092258.9732 East: 3145596.9964  
Course: S 84-02-32 W Distance: 441.59000  
North: 10092213.1381 East: 3145157.7915  
Course: S 75-49-10 W Distance: 104.88000  
North: 10092187.4448 East: 3145056.1074  
Arc Length: 121.66733 Radius: 3200.00000 Delta: -2-10-42  
Tangent: 60.84099 Chord: 121.66000 Ch Course: N 04-02-50 W  
Course In: S 87-02-31 W Out: N 84-51-49 E  
Ctr North: 10092022.3123 East: 3141860.3710  
End North: 10092308.8014 East: 3145047.5208  
Course: N 84-02-10 E Distance: 472.18000  
North: 10092357.8616 East: 3145517.1451  
Course: N 72-45-24 E Distance: 409.00000  
North: 10092479.1017 East: 3145907.7624  
Course: N 84-02-10 E Distance: 48.57000  
North: 10092484.1482 East: 3145956.0695  
Course: S 27-18-56 W Distance: 259.19000

## FINAL CLOSURE PARCEL 28 US HIGHWAY 290

North: 10092253.8598 East: 3145837.1296

Perimeter: 2099.90733

Area: 113700.11031 2.61020 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.015391 Course: N 42-21-41 E  
Precision 1: 136438.55

### PARCEL 28 DESCRIPTION MAPCHECK

North: 10114139.5304 East: 3136162.5850  
Course: S 84-02-32 W Distance: 140.86000  
North: 10114124.9098 East: 3136022.4858  
Course: N 78-50-52 W Distance: 101.97000  
North: 10114144.6324 East: 3135922.4413  
Course: S 84-02-32 W Distance: 441.59000  
North: 10114098.7973 East: 3135483.2365  
Course: S 75-49-10 W Distance: 104.88000  
North: 10114073.1040 East: 3135381.5524  
Course: N 04-02-50 W Distance: 121.66000  
North: 10114194.4606 East: 3135372.9658  
Course: N 84-02-10 E Distance: 472.18000  
North: 10114243.5209 East: 3135842.5901  
Course: N 72-45-24 E Distance: 409.00000  
North: 10114364.7609 East: 3136233.2074  
Course: N 84-02-10 E Distance: 48.57000  
North: 10114369.8075 East: 3136281.5145  
Course: S 27-18-56 W Distance: 259.19000  
North: 10114139.5190 East: 3136162.5746

Press any key for more...

Perimeter: 2099.90000

Area: 113747.00885 2.61127 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.015391 Course: N 42-21-41 E  
Precision 1: 136438.07

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

**RESOLUTION NO. 11-071**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 32)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.468 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Bobby Joe and Deanne Barnett, (the "Owner"), located at 9493 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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


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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:

  
Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:

  
Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-071  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-071**

**Description of Parcel 32**

**EXHIBIT** \_\_\_\_\_

**County:** Travis  
**Parcel No.:** 32  
**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 32**

DESCRIPTION OF 1.468 ACRES (63,934 SQ. FT.) OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.12 ACRES IN A DEED TO BOBBY JOE BARNETT AND WIFE DEEANNE BARNETT, OF RECORD IN VOLUME 11862, PAGE 1250, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.468 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 215.00 feet right of Engineer's Baseline Station 365+75.36, at the southeast corner of the herein described tract, same being in the east line of said Barnett tract, and the west line of that certain tract of land described as 1.93 acres in a deed to Paul DeVooght and wife, Verena DeVooght, of record in Volume 2449, Page 13, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Barnett tract, and the southwest corner of said DeVooght tract, same being in the existing north ROW line of Old State Highway 20 for which no record conveyance was found, as shown on TxDOT ROW map CSJ# 0114-02-012, bears S05°56'27"E 340.19 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Barnett tract, **S84°02'32"W 299.82 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet right of Engineer's Baseline Station 362+75.54, at the southwest corner of this tract, same being in the west line of said Barnett tract, and the east line of Lot 1, Block A, ABC Pest and Lawn Subdivision No. 1, of record in Document 200700312, Official Public Records, Travis County,



**EXHIBIT** \_\_\_\_\_

Texas, said Lot 1 being described as 7.879 acres in a deed to Robert W. Jenkins, Jr. and Janice W. Jenkins, of record in Document 2007132846, Official Public Records, Travis County, Texas, from which point a 5/8" iron rod found at the southwest corner of said Barnett tract, same being in the existing north ROW line of Old State Highway 20, bears S05°59'29"E 432.05 feet;

- 2) THENCE, with the west line of this tract, and said Barnett tract, and the east line of said Lot 1 and said Jenkins tract, **N05°59'29"W**, at 201.46 feet passing a 3/4" iron rod found, in all a total distance of **201.80 feet** to a calculated point at the northwest corner of this tract, and said Barnett tract, and the northeast corner of said Lot 1 and said Jenkins tract, same being the southeast corner of that certain tract of land described 1.213 acres in a deed to the State of Texas, of record in Volume 3047, Page 365, Deed Records, Travis County, Texas, and the southwest corner of that certain tract of land described as 0.578 of one acre in a deed to the State of Texas, of record in Volume 3053, Page 1792, Deed Records, Travis County, Texas, same being in the existing south ROW line of U.S. Highway 290;

THENCE, with the north line of this tract and said Barnett tract, the existing south ROW line of U.S. Highway 290, and the south line of said 0.578 of one acre State of Texas tract, the following two (2) courses numbered 3 and 4;

- 3) **N78°18'40"E, 152.24 feet** to a calculated point, from which a TxDOT Type I concrete monument found bears N05°57'50"E 0.53 feet; and
- 4) **N84°02'10"E 148.53 feet** to a calculated point at the northeast corner of this tract, and said Barnett tract, same being the southeast corner of said 0.578 of one acre State of Texas tract, and the southwest corner of that certain tract of land described as 0.092 of one acre in a deed to the State of Texas, of record in Volume 3055, Page 307, Deed Records, Travis County, Texas, same being a point in the west line of said DeVooght tract, from which a Mag nail found bears N05°56'27"W 0.70 feet;
- 5) THENCE, with the east line of this tract, and said Barnett tract, and the west line of said DeVooght tract, **S05°56'27"E 217.02 feet** to the POINT OF BEGINNING and containing 1.468 acres within these metes and bounds, more or less.

**EXHIBIT** \_\_\_\_

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

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

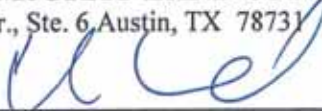
**STATE OF TEXAS**       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
**COUNTY OF TRAVIS**   §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

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



Chris Conrad, Reg. Professional Land Surveyor No. 5623

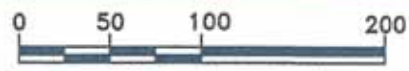
Note: There is a plat to accompany this description. US 290 P32 R5  
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 12/3/10



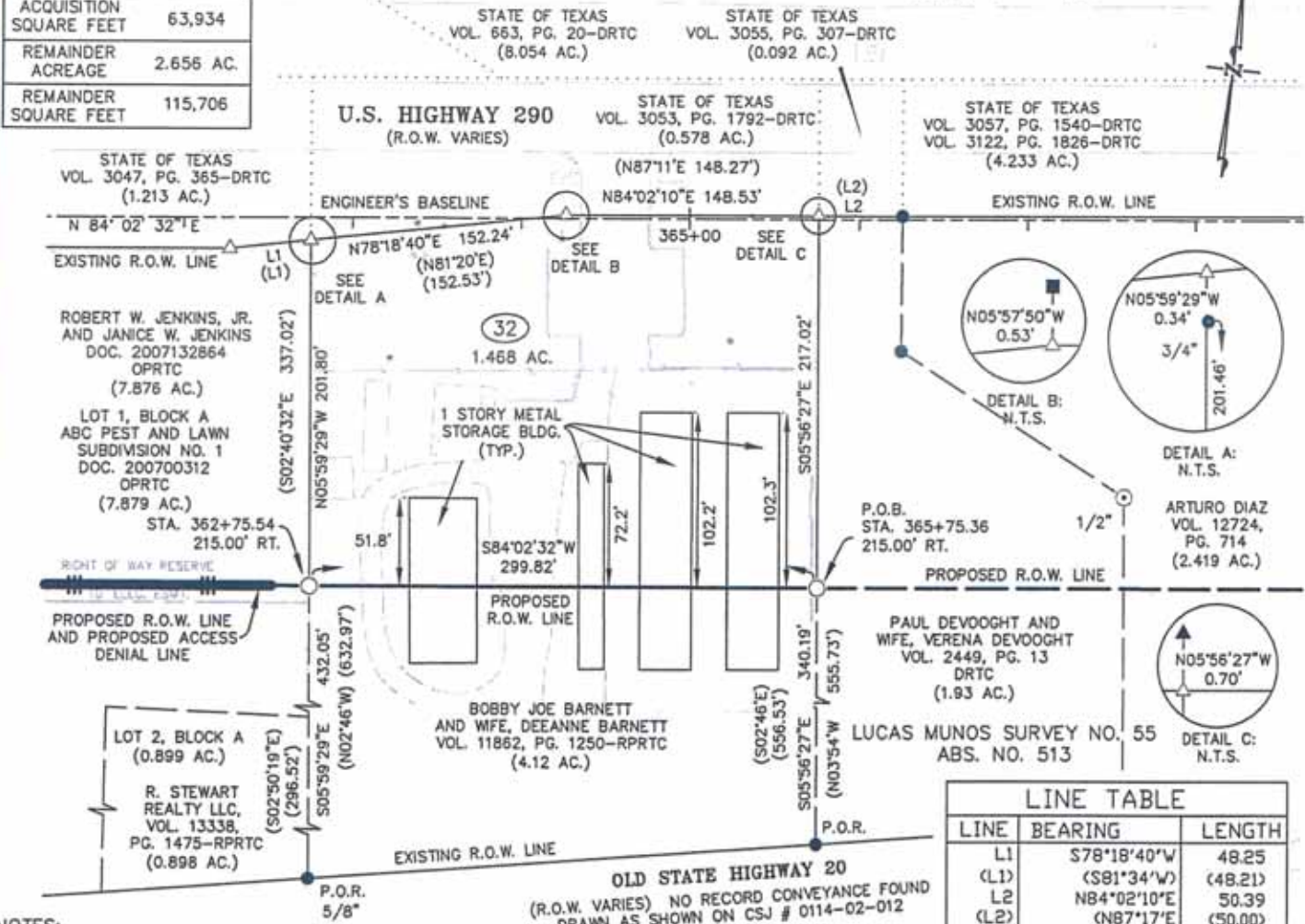


SURVEYED ACREAGE	4.124 AC.
ACQUISITION ACREAGE	1.468 AC.
ACQUISITION SQUARE FEET	63,934
REMAINDER ACREAGE	2.656 AC.
REMAINDER SQUARE FEET	115,706

"EXHIBIT \_\_\_\_"



12/03/10  
REV. 1



LINE	BEARING	LENGTH
L1	S78°18'40"W	48.25
(L1)	(S81°34'W)	(48.21)
L2	N84°02'10"E	50.39
(L2)	(N87°17'E)	(50.00)

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

**LEGEND**

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



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

*Chris Conrad*  
12/03/10

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

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

PLAT OF 1.468 AC. OF LAND OUT OF THE LUCAS MUNOS SURVEY NO. 55, ABSTRACT NO. 513, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 4.12 AC. IN A DEED TO BOBBY JOE BARNETT AND WIFE, DEEANNE BARNETT, OF RECORD IN VOLUME 11862, PAGE 1250, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 32  
PAGE 4 OF 4



# FINAL CLOSURE PARCEL 32 US HIGHWAY 290

## PARCEL 32 – SKETCH MAPCHECK

North: 10092547.5537 East: 3151028.6499  
Course: S 84-02-32 W Distance: 299.82000  
North: 10092516.4337 East: 3150730.4493  
Course: N 05-59-29 W Distance: 201.80000  
North: 10092717.1314 East: 3150709.3856  
Course: N 78-18-40 E Distance: 152.24000  
North: 10092747.9748 East: 3150858.4685  
Course: N 84-02-10 E Distance: 148.53000  
North: 10092763.4073 East: 3151006.1946  
Course: S 05-56-27 E Distance: 217.02000  
North: 10092547.5529 East: 3151028.6564

Perimeter: 1019.41000

Area: 63933.57937 1.46771 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.006635 Course: N 82-58-33 W

Precision 1: 153651.12

## PARCEL 32 – STRIPMAP MAPCHECK

North: 10091462.0247 East: 3149502.4135  
Course: S 84-02-32 W Distance: 299.82000  
North: 10091430.9047 East: 3149204.2129  
Course: N 05-59-29 W Distance: 201.80000  
North: 10091631.6024 East: 3149183.1492  
Course: N 78-18-40 E Distance: 152.24000  
North: 10091662.4458 East: 3149332.2321  
Course: N 84-02-10 E Distance: 148.53000  
North: 10091677.8783 East: 3149479.9582  
Course: S 05-56-27 E Distance: 217.02000  
North: 10091462.0239 East: 3149502.4201

Perimeter: 1019.41000

Area: 63933.57937 1.46771 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.006635 Course: N 82-58-33 W

Precision 1: 153651.12

## PARCEL 32 – DESCRIPTION MAPCHECK

North: 10092466.2077 East: 3147890.1936  
Course: S 84-02-32 W Distance: 299.82000  
North: 10092435.0877 East: 3147591.9931  
Course: N 05-59-29 W Distance: 201.80000  
North: 10092635.7854 East: 3147570.9294  
Course: N 78-18-40 E Distance: 152.24000

# FINAL CLOSURE PARCEL 32 US HIGHWAY 290

## PARCEL 32 – DESCRIPTION MAPCHECK (cont.)

North: 10092666.6288 East: 3147720.0123  
Course: N 84-02-10 E Distance: 148.53000  
North: 10092682.0614 East: 3147867.7383  
Course: S 05-56-27 E Distance: 217.02000  
North: 10092466.2069 East: 3147890.2002

Perimeter: 1019.41000

Area: 63933.57937 1.46771 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.006635 Course: N 82-58-33 W  
Precision 1: 153651.12

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

**RESOLUTION NO. 11-072**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 46)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 1.528 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Duff RE Austin, LP, (the "Owner"), located at 9665 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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



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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-072  
Date Passed: 05/25/11

**Exhibit "A" to Resolution 11-072**

**Description of Parcel 46**

EXHIBIT \_\_\_\_\_

County: Travis  
Parcel No.: 46  
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 46

DESCRIPTION OF 1.528 ACRES (66,562 SQ. FT.) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 1, CROFFORD ADDITION NO. 2, A SUBDIVISION OF RECORD IN BOOK 90, PAGES 50-51, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO HARDY CREDIT, CO., OF RECORD IN DOCUMENT 2003069039, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.528 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290 and at the beginning of this Access Denial Line, 250.00 feet right of Engineer's Baseline Station 412+25.22, at the southeast corner of the herein described tract, same being in the east line of said Hardy Credit tract and said Lot 1, and in the west line of Lot 3, Block A, 290 East Business Park, a subdivision of record in Document 200300003, Official Public Records, Travis County, Texas, said Lot 3 being described in a deed to Kerry S. Yom, of record in Document 2003010702, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the south corner of said Hardy Credit tract and said Lot 1, and the east corner of that certain tract of land described as 4.03 acres in a deed to Southwestern Motor Transport, Inc., of record in Document 2000027131, Official Public Records, Travis County, Texas, same being in the west line of said Yom tract and said Lot 3, bears S23°37'02"W 694.62 feet;

THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Hardy Credit tract and said Lot 1, the following five (5) courses numbered 1 through 5;

- 1) S71°25'55"W 170.19 feet, with said Access Denial Line, to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the end of said Access Denial Line, 250.00 feet right of Engineer's Baseline Station 410+55.03;
- 2) S71°25'55"W 287.59 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 250.00 feet right of Engineer's Baseline Station 407+67.44;



EXHIBIT \_\_\_\_

- 3) **S88°22'25"W 68.64 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 230.00 feet right of Engineer's Baseline Station 407+01.79;
- 4) **S71°25'55"W 39.00 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 230.00 feet right of Engineer's Baseline Station 406+62.79; and
- 5) **S50°30'54"W 21.18 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 237.56 feet right of Engineer's Baseline Station 406+43.01, at the southwest corner of this tract, same being in the west line of the remainder of said Hardy Credit tract and the west line of said Lot 1, and the existing east ROW line of Crofford Lane, a public ROW for which no record information was found, same being the east line of a strip dedicated for street purposes by plat of said Crofford Addition No. 2, from which point a 1/2" iron rod found at the southwest corner of said remainder of said Hardy Credit tract and said Lot 1, same being in the existing east ROW line of Crofford Lane and the north line of said Southwestern Motor Transport tract, bears S23°31'43"W 226.84 feet;

THENCE, with the west line of this tract, and said remainder of said Hardy Credit tract and said Lot 1, and the existing east ROW line of Crofford Lane, and the east line of said strip dedicated for street purposes the following two (2) courses numbered 6 and 7;

- 6) **N23°31'43"E 130.18 feet** to a calculated point being the beginning of a curve; and
- 7) with said curve to the right, whose intersection angle is **51°41'52"**, radius is **50.00 feet**, an arc distance of **45.11 feet**, the chord of which bears **N50°12'01"E 43.60 feet** to a calculated point at the northwest corner of this tract, and said remainder of said Hardy Credit tract and of said Lot 1, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears **N14°43'35"E 0.84 feet**;

THENCE, with the north line of this tract, said Hardy Credit tract and said Lot 1, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, the following two (2) courses numbered 8 and 9;

- 8) with a curve to the left, whose intersection angle is **03°50'03"**, radius is **5839.58 feet**, an arc distance of **390.78 feet**, the chord of which bears **N73°21'24"E 390.71 feet** to a calculated point at the end of said curve, from which point a 1/2" iron rod found bears **N18°36'13"W 0.80 feet**; and

EXHIBIT \_\_\_\_\_

9) N71°23'48"E 165.14 feet to a TxDOT Type I concrete monument found at the northeast corner of this tract, said Hardy Credit tract, and said Lot 1, and the northwest corner of said Yom tract and said Lot 3, from which a 1/2" iron rod found bears N14°25'52"E 0.82 feet;

10) THENCE, with the east line of this tract, of said Hardy Credit tract and of said Lot 1, and the west line of said Yom tract and of said Lot 3, S23°37'02"W 150.89 feet to the POINT OF BEGINNING and containing 1.528 acres within these metes and bounds, more or less.

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

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

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20<sup>th</sup> day of October, 2010 A.D.

SURVEYED BY:

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



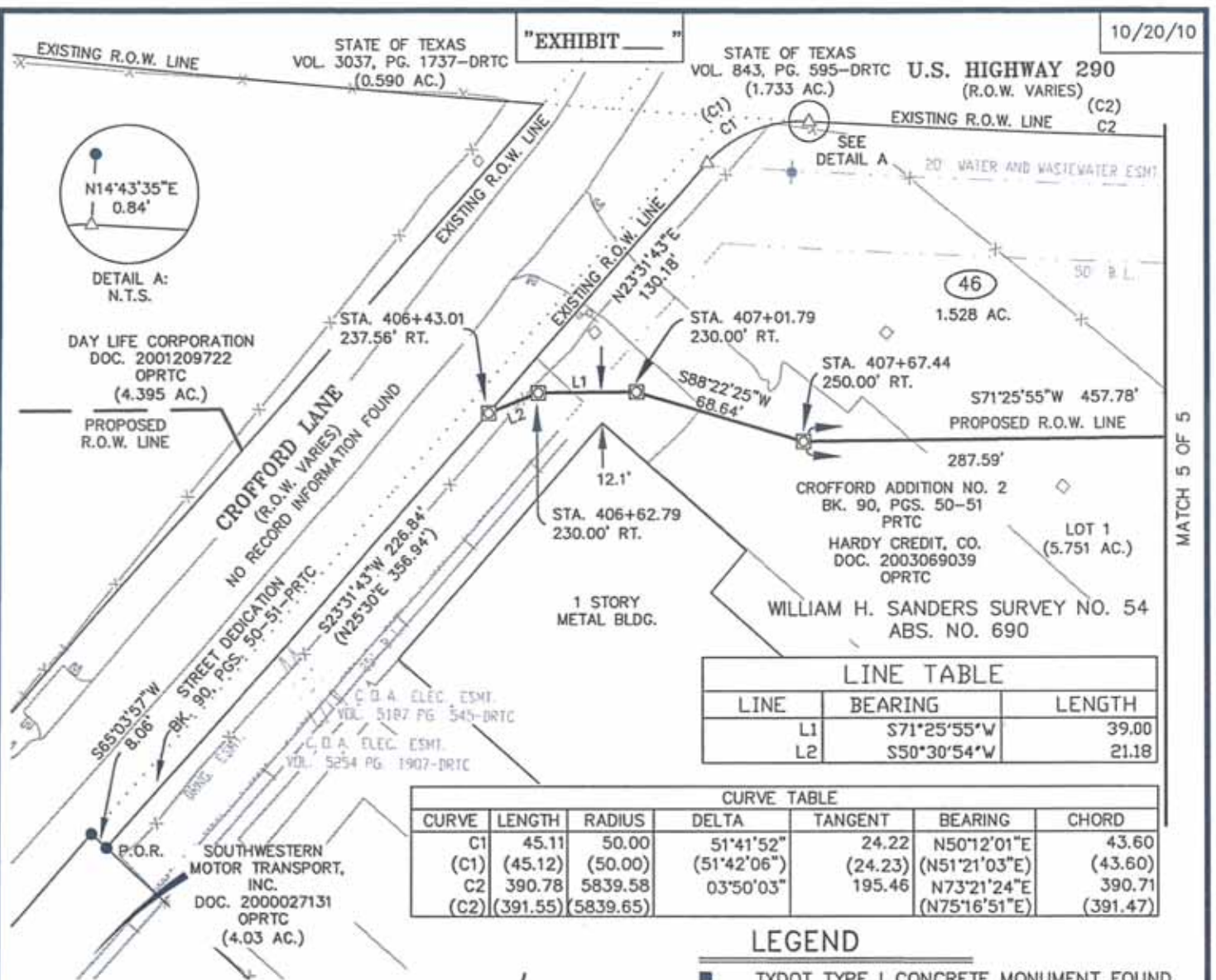
Chris Conrad, Reg. Professional Land Surveyor No. 5623  
Note: There is a plat to accompany this description. US 290 P46 REV3  
Issued 02/27/09; Revised 10/20/2010



"EXHIBIT \_\_\_\_\_"

STATE OF TEXAS  
VOL. 3037, PG. 1737-DRTC  
(0.590 AC.)

STATE OF TEXAS  
VOL. 843, PG. 595-DRTC U.S. HIGHWAY 290  
(1.733 AC.) (R.O.W. VARIES)



MATCH 5 OF 5



DETAIL A:  
N.T.S.

DAY LIFE CORPORATION  
DOC. 2001209722  
OPRTC  
(4.395 AC.)

PROPOSED  
R.O.W. LINE

CROFFORD LANE  
(R.O.W. VARIES)

NO RECORD INFORMATION FOUND  
STREET DEDICATION  
BK. 90, PGS. 50-51-PRTC  
S23°31'43\"/>

S65°03'07\"/>

P.O.R.  
SOUTHWESTERN  
MOTOR TRANSPORT,  
INC.  
DOC. 2000027131  
OPRTC  
(4.03 AC.)

C.O.A. ELEC. ESMT.  
VOL. 5187 PG. 545-DRTC  
C.O.A. ELEC. ESMT.  
VOL. 5254 PG. 1907-DRTC

1 STORY  
METAL BLDG.

CROFFORD ADDITION NO. 2  
BK. 90, PGS. 50-51  
PRTC  
HARDY CREDIT, CO.  
DOC. 2003069039  
OPRTC

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

LINE TABLE

LINE	BEARING	LENGTH
L1	S71°25'55\"/>	
L2	S50°30'54\"/>	

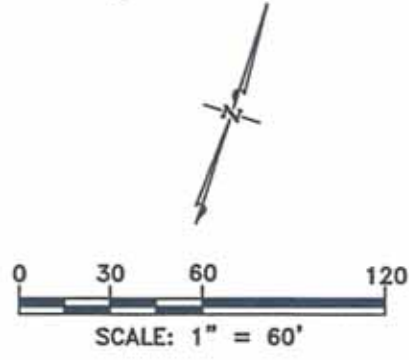
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	45.11	50.00	51°41'52\"/>			
(C1)	(45.12)	(50.00)	(51°42'06\"/>			
C2	390.78	5839.58	03°50'03\"/>			
(C2)	(391.55)	(5839.65)		195.46	N73°21'24\"/>	
					(N75°16'51\"/>	

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

DEED ACREAGE	5.751 AC.
ACQUISITION ACREAGE	1.528 AC.
ACQUISITION SQUARE FEET	66,562
REMAINDER ACREAGE	4.223 AC.
REMAINDER SQUARE FEET	183,952



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

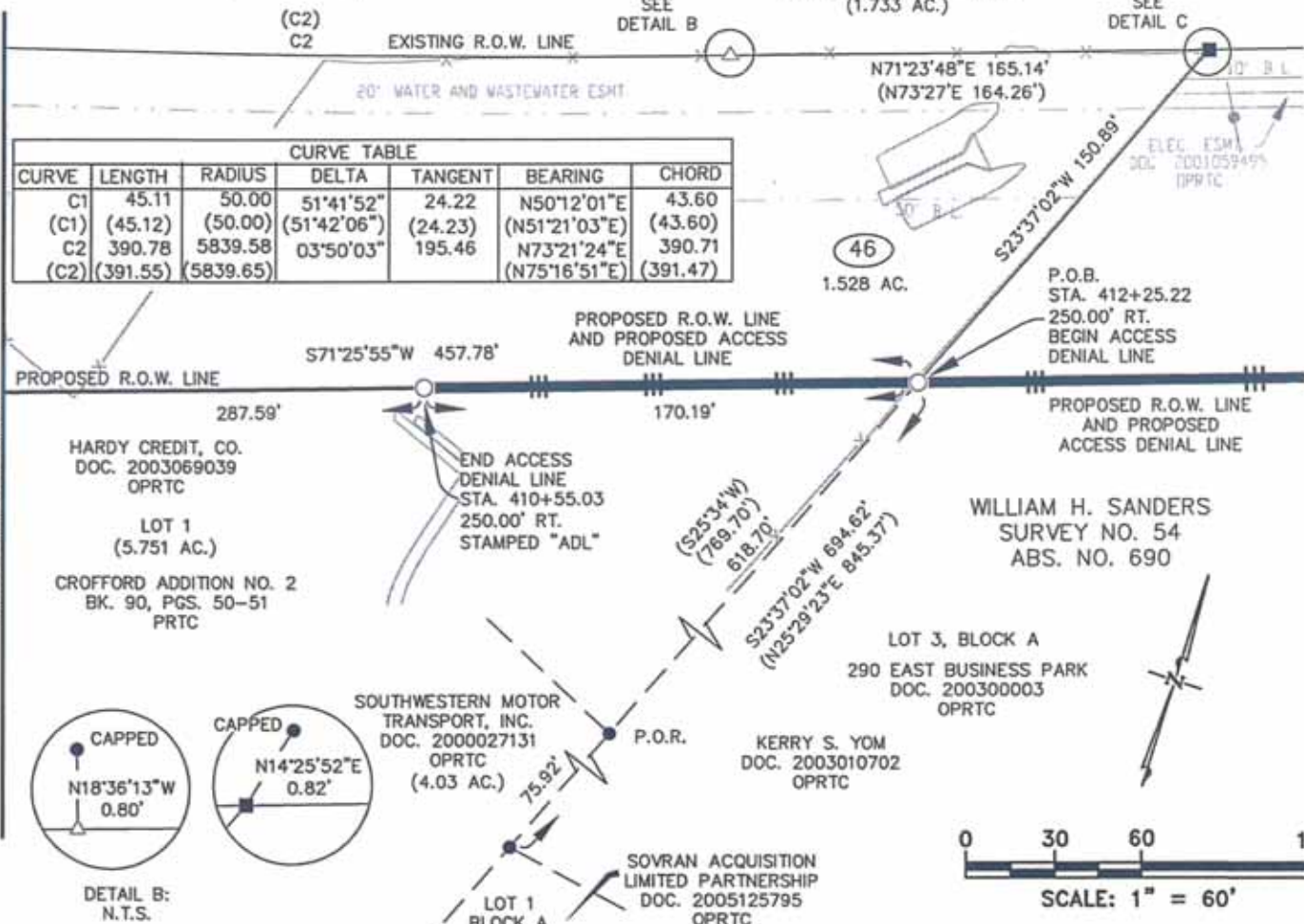
PLAT OF 1.528 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 1, CROFFORD ADDITION NO. 2, A SUBDIVISION OF RECORD IN BOOK 90, PAGES 50-51, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO HARDY CREDIT, COMPANY, OF RECORD IN DOCUMENT 2003069039, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 46  
PAGE 4 OF 5



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

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



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	45.11	50.00	51°41'52"	24.22	N50°12'01"E	43.60
(C1)	(45.12)	(50.00)	(51°42'06")	(24.23)	(N51°21'03"E)	(43.60)
C2	390.78	5839.58	03°50'03"	195.46	N73°21'24"E	390.71
(C2)	(391.55)	(5839.65)			(N75°16'51"E)	(391.47)

MATCH PAGE 4 OF 5

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

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

*Chris Conrad*

10/20/10

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

**LEGEND**

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
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- ▲ 60D NAIL FOUND
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- P.O.B POINT OF BEGINNING
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- ||— ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
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PLAT OF 1.528 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 1, CROFFORD ADDITION NO. 2, A SUBDIVISION OF RECORD IN BOOK 90, PAGES 50-51, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO HARDY CREDIT COMPANY, OF RECORD IN DOCUMENT 2003069039, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 46  
PAGE 5 OF 5



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

**RESOLUTION NO. 11-073**

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY  
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS  
COUNTY FOR THE US 290 EAST TOLL PROJECT  
(Parcel 48)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.747 acres described by metes and bounds in Exhibit "A" to this Resolution (the "Subject Property"), owned by Sovran Acquisition LP, (the "Owner"), located at 9717 US Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project, but excluding all the oil, gas, and sulphur which can be removed from beneath the Subject Property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of the Subject Property for the purpose of exploring, developing, or mining of the same, and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating of the Project shall extend across and upon, and will cross, run through, and be upon the Subject Property; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property; and

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

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of May, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 11-073  
Date Passed: 05/25/11



**Exhibit "A" to Resolution 11-073**

**Description of Parcel 48**

**EXHIBIT** \_\_\_\_

**County:** Travis  
**Parcel No.:** 48  
**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 48**

DESCRIPTION OF 0.747 OF ONE ACRE (32,525 SQ. FT.) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 1, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO SOVRAN ACQUISITION LIMITED PARTNERSHIP, OF RECORD IN DOCUMENT 2005125795, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.747 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 250.00 feet right of Engineer's Baseline Station 419+78.12, at the southeast corner of the herein described tract, same being in the east line of said Sovran tract and said Lot 1, and in the west line of that certain tract of land described as 9.00 acres, in a deed to River City Rolloffs, Inc., of record in Document 2005111755, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Sovran tract and said Lot 1, same being at an angle point in the northwest line of said River City Rolloffs tract bears, S16°49'48"W 1291.78 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Sovran tract and said Lot 1, S71°25'55"W 280.08 feet to a 1/2" iron rod set with a TxDOT aluminum cap, 250.00 feet right of Engineer's Baseline Station 416+98.04, at the southwest corner of this tract, same being in the northwest line of said Sovran tract and said Lot 1, and the southeast line of Lot 2,

**EXHIBIT** \_\_\_\_

Block A in said 290 East Business Park subdivision, said Lot 2 being described in a deed to The Yom Family Trust, Kerry S. Yom, Trustee, Sun Y. Yom, Trustee, of record in Document 2007099553, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at an interior ell corner of said Sovran tract and said Lot 1, same being the southeast corner of said Yom tract and said Lot 2 bears S09°32'57"W 903.86 feet;

- 2) THENCE, with the west line of this tract, and said Sovran tract and said Lot 1, and the east line of said Yom tract and said Lot 2, **N09°32'57"E 127.07 feet** to a calculated point at the northwest corner of this tract, said Sovran tract, and said Lot 1, and the northeast corner of said Yom tract and said Lot 2, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears S18°36'12"E 0.71 feet;
- 3) THENCE, with the north line of this tract, said Sovran tract, and said Lot 1, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, **N71°23'48"E 299.97 feet** to a calculated point at the northeast corner of this tract, said Sovran tract, and said Lot 1, and the northwest corner of said River City Rolloffs tract, from which point a 1/2" iron rod found bears S18°36'12"E 0.63 feet;



**EXHIBIT** \_\_\_\_

- 4) THENCE, with the east line of this tract, said Sovran tract, and said Lot 1, and the west line of said River City Rolloffs tract, **S16°49'48"W 137.71 feet** to the POINT OF BEGINNING and containing 0.747 of one acre within these metes and bounds, more or less.

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

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

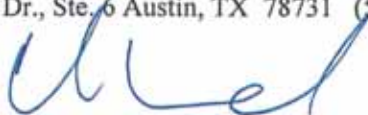
STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

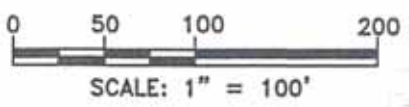
SURVEYED BY:

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

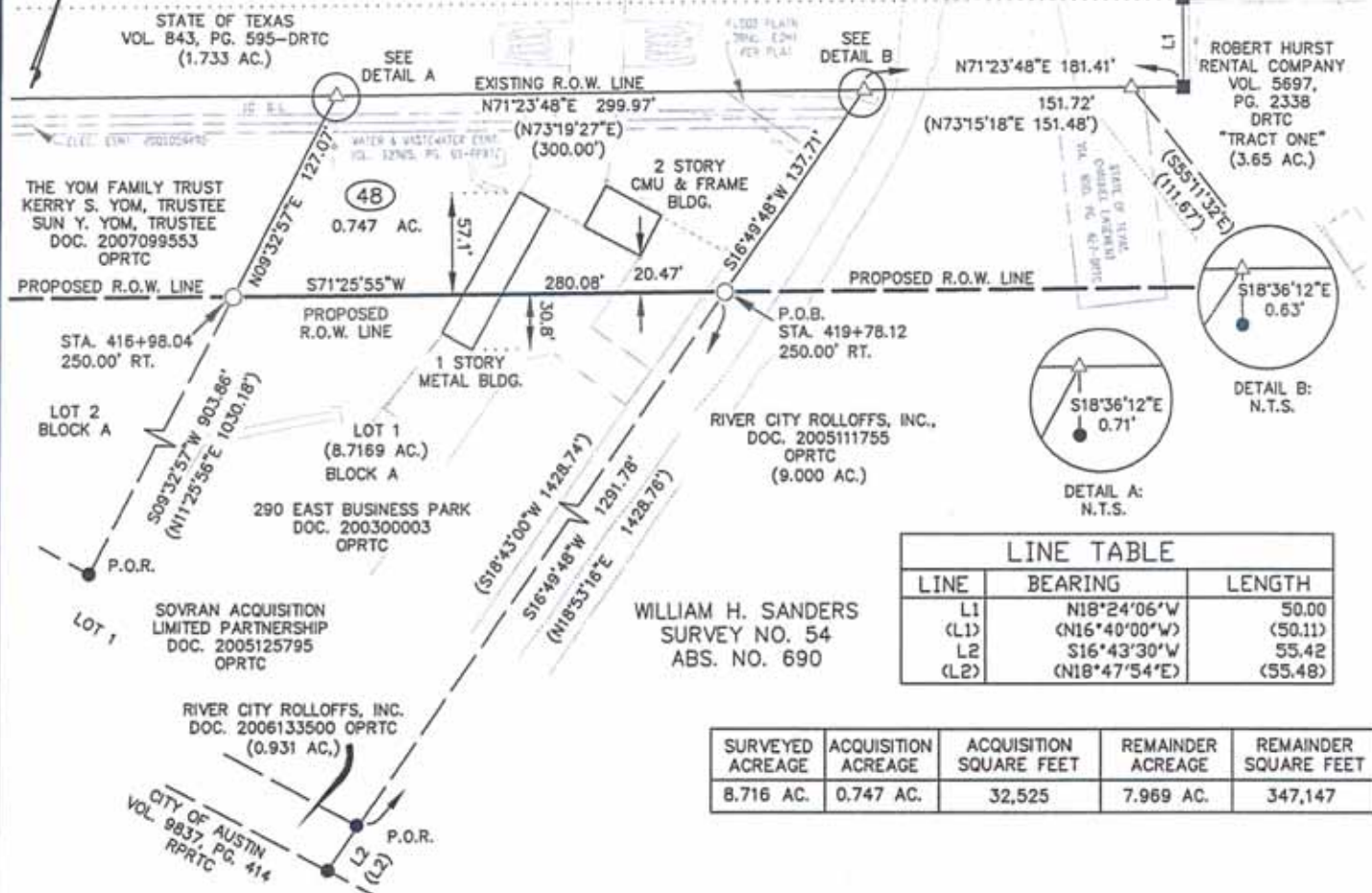


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P48 R5  
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 12/3/10



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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°24'06\"W	50.00
(L1)	(N16°40'00\"W)	(50.11)
L2	S16°43'30\"W	55.42
(L2)	(N18°47'54\"E)	(55.48)

SURVEYED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
8.716 AC.	0.747 AC.	32,525	7.969 AC.	347,147

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

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

12/03/10

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

LEGEND

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



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

PLAT OF 0.747 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 1, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO SOVRAN ACQUISITION LIMITED PARTNERSHIP, OF RECORD IN DOCUMENT 2005125795, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY  
U.S. 290  
CSJ 0114-02-085  
PARCEL 48  
PAGE 4 OF 4



# FINAL CLOSURE PARCEL 48 US HIGHWAY 290

## PARCEL 48 - SKETCH MAPCHECK

North: 10095790.3116 East: 3154931.1639  
Course: S 71-25-55 W Distance: 280.08000  
North: 10095701.1254 East: 3154665.6632  
Course: N 09-32-57 E Distance: 127.07000  
North: 10095826.4347 East: 3154686.7433  
Course: N 71-23-48 E Distance: 299.97000  
North: 10095922.1295 East: 3154971.0398  
Course: S 16-49-48 W Distance: 137.71000  
North: 10095790.3179 East: 3154931.1682

Perimeter: 844.83000

Area: 32524.71353 0.74666 acres

Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007653 Course: S 34-26-20 W  
Precision 1: 110391.69

## PARCEL 48 - STRIPMAP MAPCHECK

North: 10095557.0477 East: 3150486.6884  
Course: S 71-25-55 W Distance: 280.08000  
North: 10095467.8616 East: 3150221.1877  
Course: N 09-32-57 E Distance: 127.07000  
North: 10095593.1709 East: 3150242.2678  
Course: N 71-23-48 E Distance: 299.97000  
North: 10095688.8657 East: 3150526.5643  
Course: S 16-49-48 W Distance: 137.71000  
North: 10095557.0540 East: 3150486.6927

Perimeter: 844.83000

Area: 32524.71353 0.74666 acres

Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007653 Course: S 34-26-20 W  
Precision 1: 110391.69

## PARCEL 48 - DESCRIPTION MAPCHECK

North: 10093793.2879 East: 3158579.1993  
Course: S 71-25-55 W Distance: 280.08000  
North: 10093704.1018 East: 3158313.6985  
Course: N 09-32-57 E Distance: 127.07000  
North: 10093829.4110 East: 3158334.7787  
Course: N 71-23-48 E Distance: 299.97000  
North: 10093925.1058 East: 3158619.0752  
Course: S 16-49-48 W Distance: 137.71000  
North: 10093793.2942 East: 3158579.2036

Perimeter: 844.83000



# FINAL CLOSURE PARCEL 48 US HIGHWAY 290

## PARCEL 48 - DESCRIPTION MAPCHECK (cont.)

Area: 32524.71353                      0.74666 acres  
Mathematical Closure - (Uses Survey Units)  
Error of Closure: 0.007653              Course: S 34-26-20 W  
Precision 1: 110391.69