

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

RESOLUTION NO. 08-02

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements; and

WHEREAS, the 183-A Turnpike Project (the "Project") was designated by the Texas Transportation Commission in Minute Order No. 109877, approved on November 18, 2004, as the initial project to be developed by the CTRMA; and

WHEREAS, Williamson County (the "County") committed to acquire a significant portion of the right-of-way ("ROW") for the Project and on February 2, 2005 entered into an Interlocal Agreement with the CTRMA setting forth the terms and conditions for the transfer of the ROW to the CTRMA (the "Interlocal Agreement"), such Interlocal Agreement having been authorized by the CTRMA Board of Directors in Resolution 05-08, dated January 26, 2005; and

WHEREAS, the County conveyed the ROW to the CTRMA by deed or deeds recorded in the Official Public Records of Williamson County, Texas, including various tracts under a Quitclaim Deed recorded in Document No. 2005007107 (the "Deed"); and

WHEREAS, the ROW conveyed by the Deed included a tract referred to as Parcel 75, which is located to the north of the original New Hope Road right-of-way; and

WHEREAS, a significant portion of Parcel 75 was utilized as necessary right-of-way for the Project, with a 2.568 acre portion of Parcel 75 situated on the east side of the main lanes of the Project having been determined to not be necessary for the operation and utilization of the Project (the "2.568 Acre Tract"), such 2.568 Acre Tract being described by metes and bounds in Attachment "A" attached hereto and incorporated herein; and

WHEREAS, the County has expressed its desire that the 2.568 Acre Tract be conveyed back to the County, such reconveyance being consistent with the intent expressed in the Interlocal Agreement.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the conveyance of the 2.568 Acre Tract to the County by a Deed Without Warranty, substantially in the form attached hereto in Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized and directed to execute the Deed Without Warranty and cause the same to be delivered to the County Judge of Williamson County, Texas.

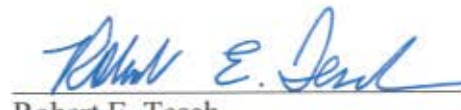
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of January 2008.

Submitted and reviewed by:

Approved:



Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 08/02
Date Passed 1/30/08

Attachment "A"

DEED WITHOUT WARRANTY

Date: _____, 200__.

Grantor: CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Grantor's Mailing Address:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
c/o Mike Heiligenstein, Executive Director
301 Congress Avenue, Suite 650
Austin, Texas 78701

Grantee: WILLIAMSON COUNTY, TEXAS

Grantee's Mailing Address:

WILLIAMSON COUNTY, TEXAS
c/o Dan A. Gattis, County Judge
701 Main St., Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

2.568 acres of land out of the S. J. Dover Survey, Abstract No. 168, situated in Williamson County, Texas and more particularly described in Exhibit "A", attached hereto and incorporated herein.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and

singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

BY: _____
Mike Heiligenstein
Executive Director

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 200____, by Mike Heiligenstein, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664