

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

RESOLUTION NO. 15-082

**AUTHORIZING NEGOTIATION AND EXECUTION OF A
CONTRACT TO PURCHASE CERTAIN PROPERTY FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT
(Parcel 32)**

WHEREAS, under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (the "Mobility Authority") hereby finds and determines 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, the public convenience and necessity requires acquisition of certain property owned by Southwestern Bell Telephone Company A/K/A Southwestern Bell Telephone, L.P. A/K/A Southwestern Bell Texas, Inc. (the "Owner") that abuts US 183 South, as that property is more fully described by Exhibit A of that certain "Rule 11 and Settlement Agreement" attached as Exhibit 1 (the "Subject Property"); and

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

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

WHEREAS, the Owner has agreed to sell the Subject Property, and the Executive Director recommends paying \$57,038.00 to acquire the Owner's interest in the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is authorized and directed to negotiate and execute a settlement agreement to acquire the Subject Property from the Owner, in the form or substantially the form attached as Exhibit 1, and to negotiate and execute all other associated documents necessary to acquire the Owner's interest in the Subject Property for a total acquisition price of \$57,038.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October, 2015.

Submitted and reviewed by:



Andrew Martin, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1 to Resolution 15-082

RULE 11 AND SETTLEMENT AGREEMENT

[on the following 3 pages]

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

June 2, 2015

RULE 11 AND SETTLEMENT AGREEMENT

Mr. Gregory Geis
CRE Portfolio Mgmt.—AT&T Corporate Real Estate
7159 San Pedro Ave., Room 202
San Antonio, Texas 78216

Re: Cause No. C-1-CV-05-002617
*The State of Texas v. Southwestern Bell Telephone Company a/k/a Southwestern
Bell Telephone, L.P. a/k/a Southwestern Bell Texas, Inc.*
183S Toll—Parcel 32

Dear Greg:

This letter will constitute a Rule 11 and Settlement Agreement between The State of Texas (“State”) and Southwestern Bell Telephone Company a/k/a Southwestern Bell Telephone, L.P. a/k/a Southwestern Bell Texas, Inc. (“SWBT”) pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the Highway 183S Toll construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. State agrees to pay, and SWBT agrees to accept, the sum of \$57,038.00 for the 0.140 acre of fee simple right of way tract (Parcel 32) sought to be acquired in this condemnation suit as set out in Plaintiff’s Original Petition and any amendments on file in this cause, any improvements contained within the right of way parcel area which are not retained by SWBT as described in Paragraph 4. below, and any damages to or costs for reconfiguration of the remaining property of SWBT. The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the commissioners at a hearing to be scheduled by State as soon as possible after execution of this agreement by all parties.
2. In connection with a Possession and Use Agreement previously executed by the parties and recorded in Document No. 2006014112, State has paid SWBT the amount of \$57,038.00, which amount was agreed to be credited or offset against any total purchase price or condemnation award for the acquisition of Parcels 32. Therefore, State shall not be required to deposit

any additional sum into the registry of the court in satisfaction of the Agreed Special Commissioners Award as set out herein.

3. It is agreed that neither State nor SWBT shall file objections to the Award of Special Commissioners in this cause.
4. It is agreed that SWBT shall retain title to the following subsurface improvements and/or facilities within the property which is the subject of this condemnation suit: communications lines, facilities, fixtures and related equipment. It is agreed that SWBT shall retain and reserve a subsurface communications easement in and under the property sought to be acquired by State. These improvement retention and easement reservation clauses shall be incorporated into any final Judgment which is entered, filed or recorded in the above-referenced lawsuit.
5. It is agreed that nothing in this Rule 11 and Settlement Agreement shall prejudice, restrict, or otherwise hinder or waive any rights of SWBT to receive any separate benefits, payments, or reimbursements for personal property or utility facility relocation pursuant to the Uniform Act or TxDOT's Utility Accommodation Policy, Utility Adjustment process or any additional related programs or rules governing the adjustment of utilities on State roadway projects.
6. As an agreement and obligation which shall survive the completion of the condemnation lawsuit referenced herein, State, its contractors or agents shall cause the existing SWBT driveway to be reconstructed between the proposed 183S roadway facilities and the remaining property of SWBT at its sole cost and in the alignment and location which exists at the time of this agreement, unless an alternate agreement is subsequently reached between the parties in writing.

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the State and SWBT, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of SWBT.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.
Attorneys for The State of Texas

AGREED AND ACCEPTED:

Southwestern Bell Telephone Company a/k/a
Southwestern Bell Telephone, L.P. a/k/a
Southwestern Bell Texas, Inc.

By: Gregory Shaw
Its: Portfolio Mgr. - CRE
Date: 7/30/15

AGREED AND ACCEPTED:

THE STATE OF TEXAS, acting by and through the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein
Executive Director

Date: _____