

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

RESOLUTION NO. 10-80

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

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



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

Attachment "A"
Real Estate Contract for Parcel 10C

REAL ESTATE CONTRACT
Highway 290E Right of Way

State of Texas
County of Travis

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

ARTICLE I
PURCHASE AND SALE

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

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

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

ARTICLE II
PURCHASE PRICE

Purchase Price

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

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

ARTICLE V
CLOSING
Closing Date

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

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

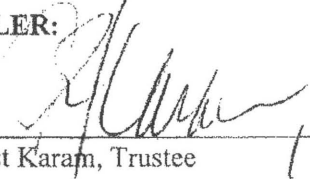
Effective Date

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

Counterparts

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

SELLER:


Ernest Karam, Trustee

Date: 7-9-10

Address: 1919 San Pedro

San Antonio TX
78212

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director
Date: _____

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

EXHIBIT ____

County: Travis
Parcel No.: 10C
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 10C

DESCRIPTION OF 0.009 OF ONE ACRE (397 SQUARE FEET) OF LAND OUT OF THE H.T. DAVIS SURVEY NO. 30, ABSTRACT NO. 214, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2.96 ACRES IN A DEED TO ERNEST KARAM, TRUSTEE, OF RECORD IN DOCUMENT 2006009022, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.009 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 360.97 feet right of U.S. 290 Engineer's Baseline Station 288+19.92, same being in the southeast line of said Lot 3 and said Karam tract and in the existing northwest ROW line of Springdale Road, a public ROW for which no record information was found, from which a 1/2" iron rod found at the south corner of said Lot 3 and said Karam tract and the east corner of Tract 1, Springdale Road Commercial No. 2, a subdivision of record in Book 78, Page 194, Plat Records, Travis County, Texas, said Tract 1 being described in a deed to Austin Nelson Company, Inc., of record in Volume 6769, Page 554, Deed Records, Travis County, Texas, bears S27°50'09"W 284.52 feet;

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

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

EXHIBIT _____

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

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

EXHIBIT ____

- 4) THENCE, with the southeast line of this tract, said Lot 3, and said Karam tract and the existing northwest ROW line of Springdale Road, **S27°50'09"W 126.04 feet** to the POINT OF BEGINNING and containing 0.009 of one acre within these metes and bounds, more or less.

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

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

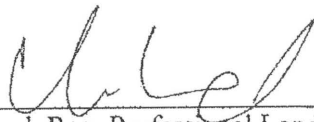
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 5th day of March, 2010 A.D.

SURVEYED BY:

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

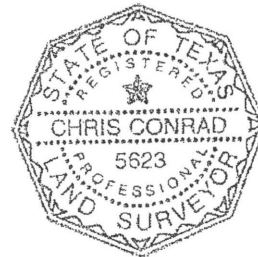


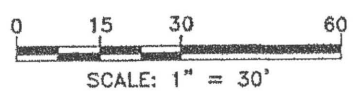
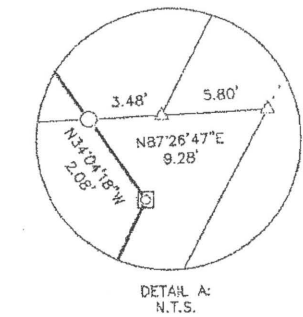
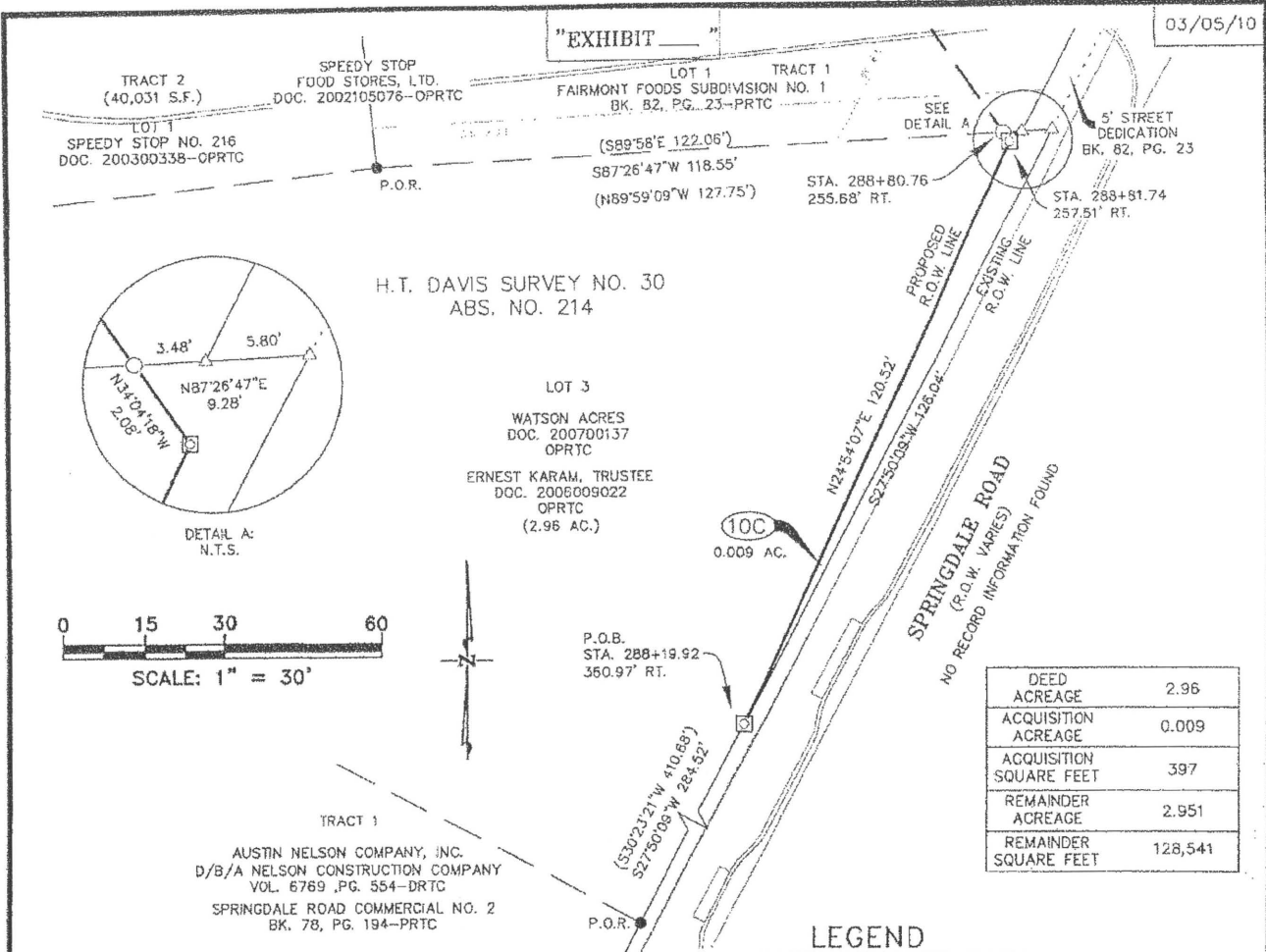
Chris Conrad, Reg. Professional Land Surveyor No. 5623

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

Issued 02/27/09;

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





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

NOTES:

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

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

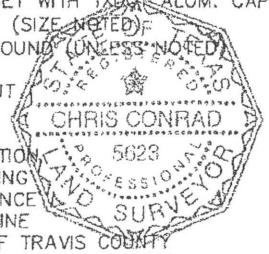
Chris Conrad

03/05/10

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

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

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

FINAL CLOSURE PARCEL 10C US HIGHWAY 290

PARCEL 10C SKETCH MAPCHECK

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

Perimeter: 257.92000

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

PARCEL 10C STRIPMAP MAPCHECK

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

Perimeter: 257.92000

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

PARCEL 10C DESCRIPTION MAPCHECK

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

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

PARCEL 10C DESCRIPTION MAPCHECK cont.

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

Perimeter: 257.92000

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