

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

RESOLUTION NO. 11-108

**AUTHORIZING A CONTRACT TO ACQUIRE CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE US 290 EAST TOLL PROJECT (“MANOR EXPRESSWAY”)
(Parcel 31)**

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 2.432 acres described by metes and bounds in the Real Estate Contract attached as Exhibit “A” to this Resolution (the “Subject Property”), owned by Robert W. and Janice W. Jenkins, (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 \$670,961.

[Signatures on next page]

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of July, 2011.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-108
Date Passed: 7/28/11

Exhibit "A" to Resolution 11-108

REAL ESTATE CONTRACT
Highway 290E Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT W. JENKINS, JR., and JANICE W. JENKINS, (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 2.432 acre tract of land, more or less, out of the Lucas Munos Survey No. 55, Abstract No. 513, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 31)

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 SIX HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY ONE AND 00/100 Dollars (\$670,961.00). Seller may elect to retain any of the site improvements listed on Exhibit "B" by providing notice of such retention to Purchaser in writing prior to the Closing Date. A credit or reduction to the Purchase Price specified herein shall be applied for the amount of the retention value listed on Exhibit "B". Any retained improvements must be removed from the Property within 15 days after the Closing of this transaction.

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 August 15th, 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 on Exhibit "C" attached.

(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", at Purchaser's expense.
- (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 W. Jenkins, Jr.
Date: _____

Address: _____

Janice W. Jenkins
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.: 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 beginning of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 362+53.03;
- 2) THENCE, continuing with 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 181.43 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 360+71.59;

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 90.00 feet** to a 1/2" iron rod set with a TxDOT aluminum cap stamped "ADL", at the beginning of this Access Denial Line, 215.00 feet right of Engineer's Baseline Station 359+81.59;
- 4) THENCE, continuing with 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 214.98 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;
- 5) 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;
- 6) 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, said Lot 1, and said Jenkins tract, same being the northeast corner of said JMTCV 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, 7 and 8;

- 7) **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

EXHIBIT _____

- 8) **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;
- 9) THENCE, with the east line of this tract, 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.

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.

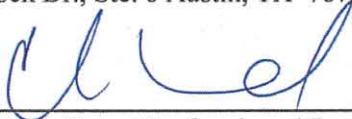
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 18th day of May, 2011 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 P31REV4
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 05/18/11

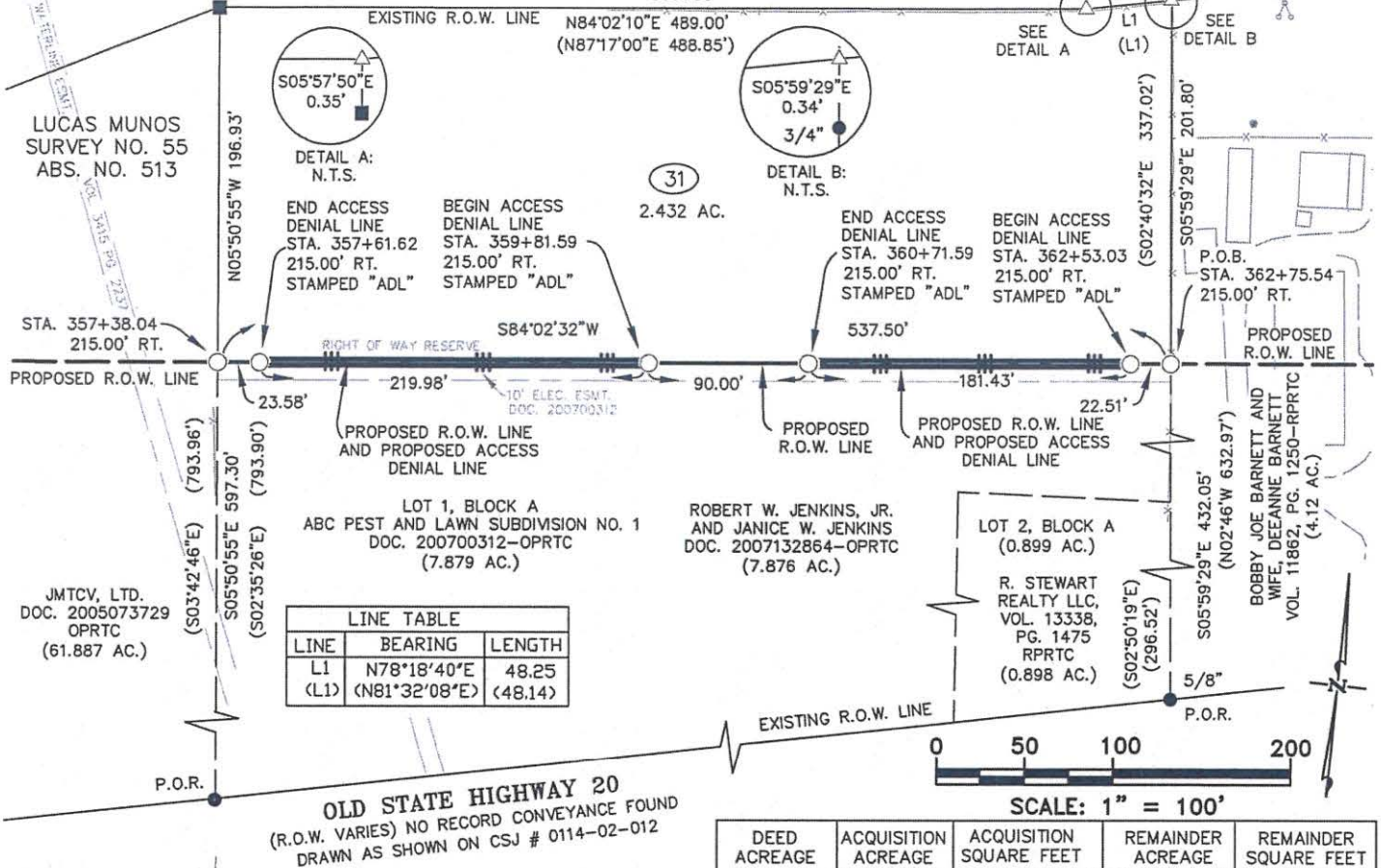


STATE OF TEXAS
VOL. 3092, PG. 636
DRTC
"PART II" (0.585 AC.)

STATE OF TEXAS
VOL. 3047, PG. 365-DRTC
(1.213 AC.)

STATE OF TEXAS
VOL. 3053, PG. 1792
DRTC
(0.578 AC.)

ENGINEER'S BASELINE



LOT 1, BLOCK A
ABC PEST AND LAWN SUBDIVISION NO. 1
DOC. 200700312-OPRTC
(7.879 AC.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N78°18'40"E	48.25
(L1)	(N81°32'08"E)	(48.14)

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

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.

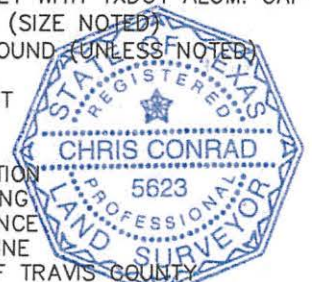
SURVEYED BY: McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

05/18/2011

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
- ▨ 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 2.432 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