

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

**RESOLUTION NO. 15-019**

**AUTHORIZING EXECUTION OF A CONTRACT TO ACQUIRE FOR THE  
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT A 0.0479 ACRE  
PARCEL OF REAL ESTATE OWNED BY THE CITY OF AUSTIN, LOCATED  
AT THE INTERSECTION OF DARBY STREET AND WILCAB ROAD IN  
TRAVIS COUNTY, FOR \$1,460, THE APPRAISED VALUE OF THE PARCEL  
(Parcel 130)**

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 ("Mobility Authority") 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, public convenience and necessity requires acquisition of certain real property known as Parcel 130, a 0.0479 acre parcel of real estate and associated access denial line located at the intersection of Darby Street and Wilcab Road in Travis County, owned by the City of Austin (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the Bergstrom Expressway (183 South) Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, attorneys for the Mobility Authority and the Owner have negotiated a proposed agreement to acquire the Owner's property interest in the parcel for a payment of \$1,460, in the form or substantially in the form attached as Exhibit 1 to this Resolution; and

WHEREAS, the Executive Director recommends approval of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement, and authorizes the Executive Director to execute that agreement on behalf of the Mobility Authority in the form or substantially the same form attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25<sup>th</sup> day of March, 2015.

Submitted and reviewed by:

  
\_\_\_\_\_  
Andrew Martin, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**EXHIBIT 1 TO RESOLUTION 15-019**

**PROPOSED AGREEMENT RELATING TO PARCEL 130**

**[on the following 11 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

December 10, 2014

City of Austin  
c/o Melissa Torres  
505 Barton Springs Rd. Suite 1350  
Austin, TX 78704

Re: US 183S Toll Project  
Parcel 130 acquisition

Dear Melissa:

Please allow this letter to set out my understanding regarding the agreement for the Central Texas Regional Mobility Authority's ("CTRMA") purchase from the City of Austin ("City") of that certain 0.048 acre tract of land required for construction of the proposed US 183S Toll improvement project, and which is further identified as Parcel 130 ("Property").

In return for delivering a deed which vests title for the Property in the State of Texas, by and through the Texas Transportation Commission, CTRMA will pay the City the sum of \$1,460.00, which is the approved appraised value for the Property, any improvements thereon, and any damages to the remaining property of the City, if any. The form of the deed for this transfer will be as shown in Exhibit "A" attached.

The parties acknowledge and agree that time is of the essence in this transaction, and they shall take all reasonable steps to have this agreement approved, and the transaction completed, as quickly as possible. At the request of the CTRMA the completion of the transaction may take place at a title company of the CTRMA's choosing, and any required closing costs or expenses shall be the responsibility of the CTRMA.

If this meets with your understanding please have the appropriate person sign where indicated below, and we will have this presented to the CTRMA board for approval, and process this for closing and/or payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Charles Crossfield  
Sheets & Crossfield, P.C.  
Attorneys for CTRMA

AGREED:

CITY OF AUSTIN, TEXAS

By: Lauren Beyer

Its: Officer

Date: 2/25/15

AGREED:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

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

EXHIBIT "A"  
[DEED FORM FOLLOWS THIS PAGE]

**TRANSFER OF RIGHT OF WAY**  
US 183 South—Parcel 130

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

The **CITY OF AUSTIN, TEXAS**, hereinafter referred to as Grantor, in consideration of the terms and completion of that certain agreement between Grantor and the Central Texas Regional Mobility Authority for the purchase and sale of certain property for highway uses, has this day Sold and Transferred and by these presents does Grant, Sell and Convey unto the **STATE OF TEXAS, BY AND THROUGH THE TEXAS TRANSPORTATION COMMISSION**, hereinafter referred to a Grantee, all of Grantor’s rights, title and interest in and to those certain tracts or parcels of land situated in Travis County, Texas, said land being more particularly described in Exhibit “A, (the “Property”), attached hereto and made a part hereof; **SAVE AND EXCEPT**, however, there is excepted and reserved herefrom all of Grantor’s rights, titles and interests, if any, in and to all of the oil, gas, sulphur and other minerals, of every kind and character, in, on, under and that may be produced from the Property, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the State of Texas or Central Texas Regional Mobility Authority or create a hazard to the public users thereof.

Anything herein to the contrary notwithstanding, this Transfer of Right of Way is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to Grantor. In addition, this conveyance is subject to all matters of public record and to all easements or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

Access is prohibited across the control of access line to the transportation facility from the adjoining property as described by metes and bounds and as shown shown on the plat which accompanies the metes and bounds description in Exhibit “A”.

**BY THE ACCEPTANCE OF THIS TRANSFER OF RIGHT OF WAY, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE’S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO,**

THE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE; (b) ZONING; (c) TAX CONSEQUENCES; (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS; (f) OPERATING HISTORY OR PROJECTIONS; (g) VALUATION; (h) AVAILABILITY AND ADEQUACY OF UTILITIES; (i) GOVERNMENTAL APPROVALS; (j) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.



This Transfer of Right of Way is expressly made by Grantor and accepted by Grantee without any warranty of title of any kind, oral or written, express or implied, whether existing by common law or by statute or any other manner. Grantee expressly agrees that the implied covenants set forth in Section 5.023 of the Texas Property Code are not applicable to this Transfer of Right of Way.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee and Grantee's successors and/or assigns forever, subject to the limitations and conditions hereinabove stated.

**GRANTOR:**

CITY OF AUSTIN, TEXAS

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

Its: \_\_\_\_\_

**Acknowledgment**

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of the City of Austin, Texas, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:

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

EXHIBIT A

County: Travis  
Highway: U.S. 183  
Limits: From: East of US 290 To: SH 71  
RCSJ: 0151-09-039  
Station: 397+92.21 to 399+31.21

DESCRIPTION FOR PARCEL 130

DESCRIPTION OF A 0.0479 ACRE (2,085 SQ. FT.) PARCEL OF LAND LOCATED IN THE JESSE C. TANNEHILL LEAGUE, ABSTRACT NO. 22, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF AN EXISTING ROADWAY (DARBY ROAD), NO RECORD INFORMATION FOUND, SAID 0.0479 ACRE (2,085 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation (TxDOT) Type II concrete monument found 179.39 feet right of Engineer's Centerline Station (E.C.S.) 399+31.21, being on the existing east right-of-way line of said Darby Road and the west line of the remainder of a called 1.02 acre tract of land as described in a Special Warranty Deed to Austex Auto Sales & Care, Inc., and recorded in Document No. 2012117426 of the Official Public Records of Travis County, Texas (O.P.R.T.C.TX.), same being on the existing west right-of-way line of U.S. Highway 183, as conveyed in a deed to the State of Texas, and recorded in Document No. 2005121649 of the O.P.R.T.C.TX., for the **POINT OF BEGINNING** and the beginning of the proposed west right-of-way and Access Denial Line (A.D.L.) of said U.S. Highway 183, from which a 3/8-inch iron rod found for the southwest corner of the remainder of said 1.02 acre tract bears S 28°06'06" W a distance of 516.58 feet;

- 1) **THENCE** N 13°20'12" E, with the proposed west right-of-way and A.D.L. of said U.S. Highway 183, over and across said Darby Road, a distance of 139.00 feet to a TxDOT Type II concrete monument set 178.52 feet right of E.C.S. 397+92.21, on the existing west right-of-way line of said U.S. Highway 183, as conveyed in a deed to the State of Texas, and recorded in Volume 2876, Page 93 of the Deed Records of Travis County, Texas (D.R.T.C.TX.), a variable width right-of-way, and the north right-of-way line of Wilcab Road (no record information found), from which a TxDOT Type I concrete monument found bears N 61°39'50" W a distance of 123.82 feet;
- 2) **THENCE** S 61°39'50" E, with the existing west right-of-way line of said U.S. Highway 183 and the north right-of-way line of said Wilcab Road, a distance of 30.85 feet to a TxDOT Type I concrete monument found at the intersection of the existing north right-of-way line of said Wilcab Road and the existing east right-of-way line of said Darby Road;
- 3) **THENCE** S 26°19'22" W, with the existing west right-of-way line of said U.S. Highway 183 and the existing east right-of-way line of said Darby Road, a distance of 91.66 feet to a TxDOT Type II concrete monument found 169.93 feet right of E.C.S. 398+89.57;
- 4) **THENCE** S 09°59'03" W, continuing with the existing west right-of-way line of said U.S. Highway 183 and the existing east right-of-way line of said Darby Road, a distance of 5.56 feet to a TxDOT Type II concrete monument found 169.64 feet right of E.C.S. 398+95.12, at the northeast corner of said remainder of 1.02 acre tract;

EXHIBIT A

County: Travis  
Highway: U.S. 183  
Limits: From: East of US 290 To: SH 71  
RCSJ: 0151-09-039  
Station: 397+92.21 to 399+31.21

DESCRIPTION FOR PARCEL 130

- 5) **THENCE** S 28°06'06" W, with the existing east right-of-way line of said Darby Road, also being the existing west right-of-way of said U.S. Highway 183, a distance of 37.38 feet, to the **POINT OF BEGINNING**, containing 0.0479 acres (2,085 Sq. Ft.), more or less.

EXHIBIT A

County: Travis  
Highway: U.S. 183  
Limits: From: East of US 290 To: SH 71  
RCSJ: 0151-09-039  
Station: 397+92.21 to 399+31.21

DESCRIPTION FOR PARCEL 130

AND AN ADDITION THERETO:

BEING A LINEAR DESCRIPTION FOR A PROPOSED ACCESS DENIAL LINE ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF WILCAB ROAD (NO RECORD INFORMATION FOUND), AND LOCATED IN THE JESSE C. TANNEHILL LEAGUE, ABSTRACT NO. 22 IN THE CITY OF USTIN, TRAVIS COUNTY, TEXAS, SAME BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183, AS CONVEYED TO THE STATE OF TEXAS AND RECORDED IN VOLUME 2876, PAGE 93 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.TC.TX.); SAID ACCESS DENIAL LINE, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY SAM, INC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation (TxDOT) Type II concrete monument set 178.52 feet right of Engineer's Centerline Station (E.C.S.) 397+92.21, from which a TxDOT Type I concrete monument found 148.77 feet right of E.C.S. 398+00.38, at the intersection of the existing north right-of-way line of said Wilcab Road (no record information found) and the existing east right-of-way line of Darby Road (no record information found) bears, N 61°39'50" W, a distance of 30.85 feet;

1) **THENCE** N 61°39'50" W, with the south right-of-way line of said U.S. Highway 183 and the north right-of-way line of said Wilcab Road, same being this proposed "Access Denial Line" described herein, a distance of 123.82 feet to a TxDOT Type I concrete monument found 297.92 feet right of E.C.S. 397+59.42 for the **POINT OF TERMINATION** of this proposed A.D.L.

Access is prohibited across the "Access Denial Line" to the transportation facility from the adjacent property.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.00011.

THE STATE OF TEXAS

§  
§  
§

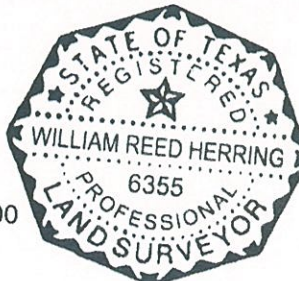
KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS

That I, William Reed Herring, 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 23<sup>rd</sup> day of January, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300



  
\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355 – State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND (UNLESS NOTED)
- TYPE II CONCRETE MONUMENT SET
- ⊙ 1/2" IRON ROD SET WITH TXDOT ALUMINUM CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON PIPE FOUND
- ⊙ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- FENCE POST
- ⊗ DRILL HOLE IN CONCRETE FOUND
- ℓ PROPERTY LINE
- ℓ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.T. POINT OF TERMINATION
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.T. POINT OF TANGENCY
- P.O.R. POINT OF REFERENCE
- D.R.T.C.TX. DEED RECORDS TRAVIS COUNTY, TX.
- P.R.T.C.TX. PLAT RECORDS TRAVIS COUNTY, TX.
- R.P.R.T.C.TX. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- ACCESS DENIAL LINE [A.D.L.] (C. OF A. LINE) [C.O.A.]



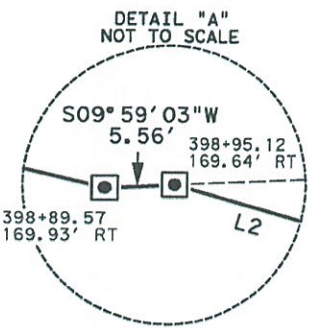
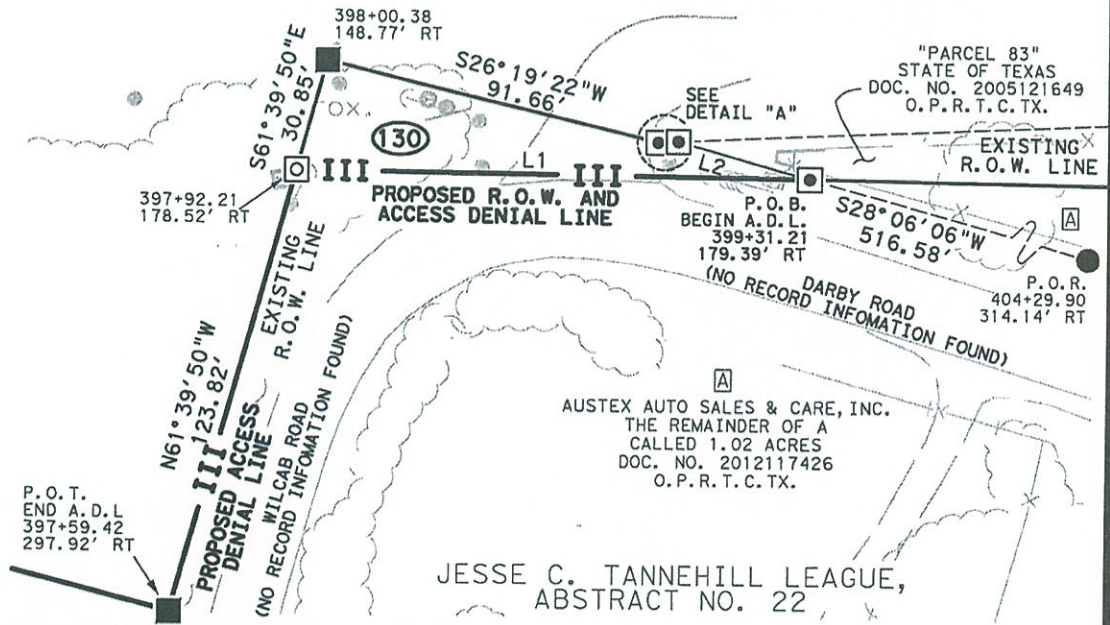
ED BLUESTEIN BLVD.  
U.S. HIGHWAY 183  
(VARIABLE WIDTH R.O.W.)

GRAPHIC SCALE  
SCALE: 1" = 50'  
TRAVIS COUNTY, TEXAS  
CITY OF AUSTIN

LINE TABLE

| LINE NO. | BEARING     | DISTANCE |
|----------|-------------|----------|
| L1       | N13°20'12"E | 139.00'  |
| L2       | S28°06'06"W | 37.38'   |

STATE OF TEXAS  
VOL. 2876, PG. 93  
D. R. T. C. TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83(93) HARN, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. ACCESS IS PROHIBITED ACROSS THE "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

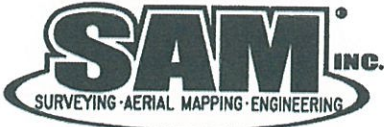
*William Reed Herring*

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

01/29/2015  
DATE



1/23/2015  
PAGE 4 OF 4



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH SHOWING  
PARCEL 130  
0.0479 AC. (2,085 SQ. FT.)  
RCSJ NO. 0151-09-039