

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

RESOLUTION NO. 13-049

**REJECTING ALL BIDS RECEIVED JULY 22, 2013, FOR IMPROVEMENTS TO THE
SOUTHBOUND 183A FRONTAGE ROAD AT RM 1431**

WHEREAS, in Resolution No. 13-035, dated May 22, 2013, the Board of Directors authorized execution of a development agreement with Cedar Park Town Center LP, and procurement of bids for improvements to the southbound 183A frontage road north of its intersection with RM 1431 (the "Project"); and

WHEREAS, under that development agreement, the Mobility Authority agreed to pay \$150,000.00 of the costs for the Project, with Cedar Park Town Center LP agreeing to fund the balance of the Project cost; and

WHEREAS, an invitation for bids for the construction of the Project was issued, and two bids were received on July 22, 2013; and

WHEREAS, Cedar Park Town Center LP determined not to pay into escrow the required additional funds needed to fully the Project cost, as required by the development agreement; and

WHEREAS, in accordance with Section 401.047(a)(4) of the Mobility Authority Policy Code, the Executive Director recommends that it is in the best interest of the Authority to reject all bids received for construction of the Project because there are insufficient funds available to the Mobility Authority to pay the Project costs.

NOW THEREFORE, BE IT RESOLVED, that the Board, acting on the recommendation of the Executive Director, determines that it is in the best interest of the Mobility Authority to reject all bids received for construction services for improvements to the southbound 183A frontage road at RM 1431.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andy Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-049
Date Passed: 8/28/2013

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

RESOLUTION NO. 13-050

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A RESTATED AND
AMENDED DEVELOPMENT AGREEMENT WITH CEDAR PARK TOWN CENTER
L.P., PROCURE BIDS TO IMPROVE THE SOUTHBOUND 183A FRONTAGE ROAD
AT RM 1431; AWARD A CONTRACT TO THE LOWEST BEST BIDDER, AND
EXECUTE A CONTRACT WITH THE LOWEST BEST BIDDER.**

WHEREAS, Cedar Park Town Center LP (the "Developer") is developing property abutting the southbound 183A frontage road at and near its intersection with RM 1431 (East Whitestone Boulevard); and

WHEREAS, to provide safe and sufficient access to the development and travelers on the 183A frontage road, the Developer and the Mobility Authority have negotiated a development agreement to construct improvements to the southbound 183A frontage road to provide safer access to the accessed property after it is developed for retail uses (the "Project"); and

WHEREAS, in accordance with the development agreement with Developer effective June 24, 2013, the Mobility Authority solicited bids to construct the Project, but has rejected all bids received on July 22, 2013, for the Project because the Developer did not pay additional funds into escrow as required by the development agreement; and

WHEREAS, the Developer has requested that the Mobility Authority enter into a restated and amended development agreement and restated and amended escrow agreement in the form or substantially the form attached as Exhibit 1 (the "Restated Agreements"), and that the Mobility Authority solicit new bids for the Project in accordance with the terms and conditions of the proposed Restated Agreements; and

WHEREAS, the Executive Director recommends approval of the proposed Restated Agreements so the Project may proceed;

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed Restated Agreements, and authorizes the Executive Director to execute the Restate Agreements with Cedar Park Town Center LP in the form or substantially in the forms attached to this resolution as Exhibit 1; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to advertise for bids to construct the proposed Project in accordance with terms and conditions of the Restated Agreements and the Mobility Authority's procurement policies; and

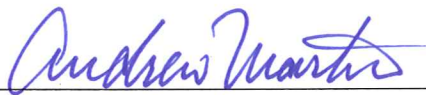
BE IT FURTHER RESOLVED, that the Executive Director is authorized without further action by the Board to award a contract to construct the Project to the lowest best bidder consistent with the Mobility Authority Procurement Policies, the invitation to bid, the bid proposal package received from lowest best bidder, and this resolution; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized without further action by the Board to execute a contract with the lowest best bidder to construct the Project, on terms and conditions acceptable to the Executive Director and consistent with Mobility Authority Procurement Policies, the invitation to bid, the bid proposal package received from lowest best bidder, and this resolution, but only after the Executive Director has determined that Developer has complied with all payment and other obligations established by the Restated Agreements and that the total cost to the Mobility Authority to construct the Project will not exceed \$150,000.00.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-050
Date Passed: 8/28/13

ATTACHMENT "A" TO RESOLUTION 13-050
PROPOSED RESTATED AGREEMENTS WITH
CEDAR PARK TOWN CENTER LP

[on the following 18 pages]

RESTATED AND AMENDED
DEVELOPMENT AGREEMENT

This Restated and Amended Development Agreement (“Agreement”) is effective August _____, 2013, and is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”) and CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”). Mobility Authority and Developer may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

WHEREAS, Mobility Authority recently completed its construction of the 183A Phase II Turnpike Project, from RM 1431 to a point north of the intersection of 183A and Hero Way (“183A”); and

WHEREAS, Developer is the owner (or the developer for the owner) of certain real property in the City of Cedar Park, Texas, that abuts the southbound frontage road for 183A, more fully described as follows:

Lots 1 - 5 and Lots 7 - 11 in the Final Plat Cedar Park Town Center - Phase II, being situated in Williamson County, Texas, out of the Sherwood J. Dover Survey, Abstract No. 168, according to the map or Plat thereof recorded in Clerk’s File No. 2013022149 of the Official Public Records of Williamson County, Texas (the “Property”); and

WHEREAS, to facilitate traffic management for the benefit of both the public and for the users and occupants of the Property after the Property is developed, Developer and Mobility Authority have agreed on construction of a new frontage road lane and associated improvements including milling and overlay of existing pavement in the southbound 183A frontage road abutting and serving the Property, starting at a point located approximately 3,100 feet north of RM 1431, continuing south to the intersection of the southbound 183A frontage road with RM 1431 (the “Roadway Project”); and

WHEREAS, Mobility Authority and Developer entered into that certain Development Agreement effective June 24, 2013 (the “Initial Agreement”), providing, among other things, for the funding by the Parties of the Roadway Project (with all capitalized terms not defined in this Agreement having the same meanings ascribed to them in the Initial Agreement); and

WHEREAS, Mobility Authority and Developer also entered into that certain Escrow Agreement effective June 24, 2013 (the “Initial Escrow Agreement”), and, in accordance with the Initial Agreement and the Initial Escrow Agreement, Developer has paid \$386,702.16 into the escrow account (the “Initial Escrowed Funds”) and the Initial Escrowed Funds are currently held by the Escrow Agent pursuant to the terms and conditions of the Initial Escrow Agreement; and

WHEREAS, after consulting with Developer, the Development Agreement included a Cost Estimate of \$464,392 for the Roadway Project; and

WHEREAS, in accordance with the Initial Agreement, Mobility Authority solicited bids to procure a construction contract for the Roadway Project, including an estimated project cost of between \$400,000 to \$500,000 in the bid solicitation; and

WHEREAS, following the bidding process, the lowest bid for constructing the Roadway Project was \$639,836, an amount substantially in excess of the estimated cost; and

WHEREAS, the Developer has determined not to pay the additional funds of \$215,919.52 into escrow by August 13, 2013, as required by the Initial Agreement to fund the Developer's agreed portion of the cost of the Roadway Project; and

WHEREAS, because Developer has elected not to pay the additional funds into escrow to fund the Developer's agreed portion of the cost of the Roadway Project, the Mobility Authority has determined it is in its best interest to reject all bids submitted to construct the Roadway Project; and

WHEREAS, the Parties desire to initiate a new procurement process for the Roadway Project in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, Mobility Authority and Developer hereby agree as follows:

A. ROADWAY PROJECT

1. The Roadway Project is further defined as construction of a 12-ft wide frontage road lane, curbed and guttered, together with milling and overlay of existing pavement and all required and related construction and drainage improvements, as generally illustrated by **Exhibit 1** to this Agreement.
2. Developer has prepared and provided to Mobility Authority the design and construction documents required for the Roadway Project, including plans in accordance to TxDOT Standards and Specifications; a Construction Manual that includes all documents, specifications, special provisions, special specifications and general notes required by Mobility Authority; a Construction Schedule; native CADD files used in the development of the construction documents; an electronic file in PDF format for each document provided under this section; and any other documents identified by Mobility Authority as necessary to construct the Roadway Project (the "Project Plans"). Based on the Project Plans and on previous bids submitted to the Mobility Authority to build the Project Plans, Mobility Authority has provided its Engineer's Opinion of Estimated Construction Costs dated August 16, 2013, attached as **Exhibit 2** (the "Cost Estimate"). Developer and Mobility Authority have reviewed and hereby approve the Project Plans and the Cost Estimate. Mobility Authority hereby agrees to pay \$150,000.00 of the total costs of the Roadway Project that are payable to outside contractors for actual construction costs and construction oversight.
3. No later than one day after the effective date of this Agreement, Developer shall pay an additional \$232,310.32 into the escrow account established in accordance with and subject to the Restated and Amended Escrow Agreement attached as **Exhibit 3** to this Agreement (the "Escrow Agreement") as assurance for Developer's payment of that portion of the total estimated cost of the Roadway Project to be paid by Developer. Developer has advised Mobility Authority that

Developer has entered into a certain Site Development Agreement dated March 19, 2013, with Costco Wholesale Corporation (“Costco”) pursuant to which Developer has escrowed funds for, among other things, completion of the Roadway Project (such escrow being referred to herein as the “Costco Escrow”); and that funds from the Costco Escrow may be transferred from the Costco Escrow into the escrow account to be established under the Escrow Agreement.

4. Mobility Authority shall procure and supervise the construction contract for the Roadway Project in accordance with the Procurement Policies established by the Mobility Authority Policy Code. The contract shall require a completion date of 70 days after issuance of a notice to proceed, with liquidated damages payable in the amount of \$1,500.00 for each calendar day the project is not complete. Mobility Authority shall publish the notice of contract letting required under its Procurement Policies no later than one day after:

a. Mobility Authority, Developer, and the escrow agent identified in that agreement (the “Escrow Agent”) have executed the Escrow Agreement, and a duly-executed counterpart original of the Escrow Agreement has been delivered to the Escrow Agent; and

b. the Escrow Agent has received from Developer and holds the \$232,310.32 required to be paid under this Agreement in addition to the \$386,702.16 previously paid to and held by Escrow Agent under the Escrow Agreement, and provides written notice and confirmation to Mobility Authority that Escrow Agent holds Escrowed Funds in a total amount of \$619,012.48.

5. After Mobility Authority has selected a contractor to build the Roadway Project, and based on the actual cost established by the bid submitted by the selected contractor for the Roadway Project (the “Actual Contract Cost”), the amount of funds deposited with the Escrow Agent shall be adjusted as follows:

a. If the Actual Contract Cost is less than the total bid items cost of \$653,262.18 established by the Cost Estimate, no later than three days after signing the construction contract Mobility Authority shall provide written instructions to Escrow Agent to authorize and direct the Escrow Agent to release 66% of the surplus funds to Developer and 34% of the surplus funds to Costco, documenting in reasonable detail Mobility Authority’s calculation of the surplus funds and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. For purposes of this subsection, the amount of surplus funds is calculated by this formula:

$$(\$653,262.18 - \text{Actual Contract Cost}) \times 1.23 = \text{Surplus Funds}$$

b. If the Actual Contract Cost is more than the total bid items cost of \$653,262.18 established by the Cost Estimate, Developer shall pay the additional cost to the Escrow Agent no later than three days after receiving written notice from Mobility Authority of the additional cost, documenting in reasonable detail Mobility Authority’s calculation of the additional cost and confirming that the procurement process for the Roadway Project complied with the Mobility Authority’s Procurement Policies. The additional cost paid by Developer shall be held as escrow funds subject to the Escrow Agreement. For purposes of this subsection, the amount of additional cost is calculated by this formula:

(Actual Contract Cost - \$653,262.18) x 1.23 = Additional Cost

Mobility Authority is not required to execute a construction contract with the selected contractor for the Roadway Project or to otherwise proceed with the Roadway Project if Developer fails to timely pay the Additional Cost into the escrow account under this section.

c. If a change order to the construction contract is necessary due to (i) unanticipated conditions, (ii) to correct any error or deficiency in the Project Plans, or (iii) at the written request of Developer to Mobility Authority, the payment for that change order shall be made from the escrowed funds. If the projected total cost of that change order and related construction oversight expense exceeds the amount of escrowed funds then held by Escrow Agent, Mobility Authority shall notify Developer of the total additional projected costs that exceed the escrowed funds (the "Developer's change order expense"), documenting in reasonable detail Mobility Authority's calculation of the Developer's change order expense, and confirming the change order is required to complete the Roadway Project in accordance with Project Plans revised as necessary to address a circumstance arising under this subsection. Developer shall pay the Developer's change order expense to the Escrow Agent no later than ten days after receiving written notice from Mobility Authority under this subsection of the Developer's change order expense and the reasons therefor, and the payment shall be held by the Escrow Agent as escrowed funds subject to the Escrow Agreement.

d. If a change order is not a Developer's change order expense as identified under subsection (c) of this section 5, Mobility Authority shall be solely responsible for all of the costs of any change order that it approves under the construction contract for the Road Project, including, without limitation, the costs of supervision and inspection.

e. Liquidated damages paid to the Authority by the contractor or credited by the Authority against payments otherwise due to the contractor shall be applied to actual costs incurred by the Authority for contract oversight and inspection services during the liquidated damages assessment period, in an amount not to exceed \$900.00 per day, with any remaining balance paid to the Escrow Agent to be held as escrowed funds subject to the Escrow Agreement.

6. Mobility Authority shall use best efforts in its oversight of the construction of the Roadway Project to provide reasonable vehicular access from the southbound frontage road for 183A to the Property no later than October 31, 2013, in accordance with the Project Plans. Mobility Authority shall require the contractor awarded the Roadway Project not to unreasonably interfere with the contemporaneous development on the Property and Mobility Authority shall exercise commercially reasonable efforts to enforce such obligation.

7. Mobility Authority may draw upon the funds deposited by Developer into the escrow account to pay its outside contractors who provide services relating to bidding and oversight of the construction contract in an amount not to exceed 8% of the contract price and to pay the contract price for construction of the Roadway Project to the bidder selected for the contract, including change orders, in accordance with the terms and conditions of the Escrow Agreement. Mobility Authority will complete and submit each draw request to Escrow Agent in the form attached as Exhibit 1 to the Escrow Agreement. After the Roadway Project is completed and

accepted by Mobility Authority, and after Mobility Authority has established and paid the authorized expenses described in this section, any funds remaining in the escrow account, including any accrued interest, shall be released and deposited into the Costco Escrow by the Escrow Agent. Mobility Authority shall within a reasonable time after a written request by Developer from time to time furnish Developer with an accounting in reasonable detail of the Actual Contract Cost.

8. Mobility Authority shall keep and maintain records to document and support that each individual draw request paid to Mobility Authority has been used only for an authorized purpose established by Section 7. Records maintained under this subsection shall be made available for review and copying by Developer upon Developer's written request.

9. All of Mobility Authority's expenditures under this Development Agreement shall be subject to audit by Developer, at Developer's request and sole expense.

B. DEFAULT; REMEDIES; TERMINATION

1. Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than five days after receipt of that notice.

2. This Agreement will terminate on the date when all escrowed funds have been disbursed in accordance with the terms of the Escrow Agreement.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable; Venue. Mobility Authority and Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas. The parties agree that the exclusive venue for any lawsuit arising out of or relating to this Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.

2. Governing Law. Mobility Authority and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Complete Agreement; Amendment. This Agreement represents the entire agreement between the parties regarding the Roadway Project and supersedes all oral statements and prior writings relating to this Agreement. This Agreement may not be amended except by an instrument in writing signed by Developer and Mobility Authority.

4. Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

- Exhibit 1 - Roadway Project Illustration
- Exhibit 2 - Engineer's Cost Estimate
- Exhibit 3 - Restated and Amended Escrow Agreement

5. Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement or which any Party may desire to give, shall be in writing (with a copy to Costco) and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) facsimile transmission on which standard confirmation has been received by the sending Party:

For the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
(512) 996-9784 (facsimile)

For the Developer:

CEDAR PARK TOWN CENTER LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5656 (facsimile)

For Costco:

COSTCO WHOLESALE CORPORATION
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8114 (facsimile)

6. Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

7. Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

8. Assignment. This Agreement may be assigned by Developer. Developer must deliver to Mobility Authority a written acknowledgement from the entity being assigned Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of Developer's obligations included in this Agreement. No assignment of this Agreement shall release Developer from its obligations under this Agreement, but rather Developer and its assignee shall be jointly and severally liable for those obligations.

9. Signature Warranty Clause; Counterparts; Digital Signatures. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of Mobility Authority and Developer, respectively. This Agreement shall be effective upon execution by handwritten signature of each of the Parties in as many counterparts as may be convenient. It shall not be necessary that the signature of all persons required appear on each counterpart. All counterparts shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the intent of the party or the signatures thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages. An image of the handwritten signature of any party on this Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

10. Third Party Beneficiary; Amendments. Costco is a third party beneficiary to this Agreement. This Agreement may be amended only by means of a written amendment signed by all the Parties to this Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Agreement shall be ineffective and invalid.

11. Consent by Costco. Costco joins in the execution of this Restated and Amended Development Agreement to give its consent as provided in Section 10 of the Initial Agreement.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein, Executive Director

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Michael C. Ainbinder
Chairman, CEO and Manager

COSTCO WHOLESALE CORPORATION

By: _____

Name: _____

Title: _____

Exhibit 1 - Roadway Project Illustration

[on the following two pages]

DRAFT

Exhibit 2 - Cost Estimate

DRAFT

Exhibit 3 – Restated and Amended Escrow Agreement

[on the following eight pages]

DRAFT

Engineer's Opinion of Estimated Construction Costs dated August 16, 2013

HNITB Estimate						
NO.	ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
1	0600-2001	MOBILIZATION	LS	1	\$63,500.00	\$63,500.00
2	0602-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$3,750.00	\$11,250.00
3	6834-2002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1	\$8,500.00	\$8,500.00
4	0854-2017	PLANE & TEXT CONC PAV (0'x2')	SY	14300	\$2.50	\$35,750.00
5	0828-2004	CONC CURB AND GUTTER (TY IIA)	LF	3200	\$21.50	\$68,800.00
6	0950-2010	DRIVEWAYS (CONC)	SY	475	\$85.00	\$40,375.00
7	3268-2003	D-GR HMA (CCQA) TY-A P664-22	TON	380	\$135.00	\$51,300.00
8	3268-2029	D-GR HMA (CCQA) TY-C SAC-A P676-22	TON	1600	\$152,800.00	\$244,480.00
9	0100-2001	PREP ROW	AC	1.27	\$18,500.00	\$23,495.00
10	0110-2003	EXCAVATION (SPECIAL)	CY	134	\$185.00	\$24,790.00
11	0132-2004	EMBANKMENT (FINAL)(DENS CONT)(TY E)	CY	546	\$57.50	\$31,395.00
12	0465-2073	INLET (COMPL)(CURB)(TY4-BC)(5')	EA	4	\$5,750.00	\$23,000.00
13	0465-2074	INLET (COMPL)(CURB)(TY4-BC)(10')	EA	2	\$7,850.00	\$15,700.00
14	0636-2010	REPLACE EXIST ALUM SIGNS (RDS)	EA	1	\$467.50	\$467.50
15	0644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	4	\$417.50	\$1,670.00
16	0644-2070	INS SM RD SN SUP & AM TY 10BWG (2)SA (T)	EA	4	\$705.00	\$2,820.00
17	0666-2002	REFL PAV MKR TY I (W) 4" (BRK)(090 MIL)	LF	4390	\$0.45	\$1,975.50
18	0666-2011	REFL PAV MKR TY I (W) 4" (SLD)(090 MIL)	LF	2600	\$0.45	\$1,170.00
19	0666-2023	REFL PAV MKR TY I (W) 6" (SLD)(090 MIL)	LF	475	\$0.85	\$403.75
20	0666-2035	REFL PAV MKR TY I (W) 8" (SLD)(090 MIL)	LF	787	\$2.75	\$2,164.25
21	0666-2041	REFL PAV MKR TY I (W) 12" (SLD)(090 MIL)	LF	260	\$3.50	\$910.00
22	0666-2053	REFL PAV MKR TY I (W) (ARROW)(090 MIL)	EA	14	\$150.00	\$2,100.00
23	0666-2095	REFL PAV MKR TY I (W) (WORD)(090 MIL)	EA	8	\$250.00	\$2,000.00
24	0666-2110	REFL PAV MKR TY I (Y) 4" (SLD)(090 MIL)	LF	3025	\$0.40	\$1,210.00
25	0666-2119	REFL PAV MKR TY I (Y) 8" (SLD)(090 MIL)	LF	470	\$0.70	\$329.00
26	0666-2142	REFL PAV MKR TY II (W) 4" (BRK)	LF	4390	\$0.20	\$878.00
27	0666-2145	REFL PAV MKR TY II (W) 4" (SLD)	LF	2600	\$0.20	\$520.00
28	0666-2149	REFL PAV MKR TY II (W) 6" (SLD)	LF	475	\$0.55	\$261.25
29	0666-2158	REFL PAV MKR TY II (W) 8" (SLD)	LF	787	\$1.65	\$1,296.55
30	0666-2159	REFL PAV MKR TY II (W) 12" (SLD)	LF	260	\$1.90	\$494.00
31	0666-2160	REFL PAV MKR TY II (W) (ARROW)	EA	14	\$45.00	\$630.00
32	0666-2173	REFL PAV MKR TY II (W) (WORD)	EA	8	\$92.50	\$740.00
33	0666-2178	REFL PAV MKR TY II (Y) 4" (SLD)	LF	3025	\$0.20	\$605.00
34	0666-2181	REFL PAV MKR TY II (Y) 4" (SLD)	LF	470	\$0.50	\$235.00
35	0672-2017	REFL PAV MKR TY II-C-R	EA	65	\$16.50	\$1,072.50
36	0166-2002	FERTILIZER	LB	112.5	\$1.05	\$118.13
37	0164-2009	BROADCAST SEED (TEMP)(WARW)	SY	900	\$0.65	\$585.00
38	0168-2001	VEGETATIVE WATERING	MG	0.02	\$27,100.00	\$542.00
39	0506-2001	ROCK FILTER DAMS (INSTALL)(TY 1)	LF	115	\$16.50	\$1,897.50
40	0506-2009	ROCK FILTER DAMS (REMOVE)	LF	115	\$7.00	\$805.00
41	1122-2037	TEMPORARY SEDIMENT CONTROL FENCE INSTALL	LF	2465	\$2.00	\$4,930.00
42	1122-2038	TEMPORARY SEDIMENT CONTROL FENCE (INLET PROTECTION)	LF	72	\$6.00	\$432.00
43	1122-2057	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	LF	2465	\$0.35	\$862.75
44	650	REMOVAL OF SIDEWALKS	SF	2803	\$5.00	\$14,015.00
45	531	CONCRETE SIDEWALK (4')	SY	305	\$52.00	\$15,860.00
46	531	CONCRETE SIDEWALK (6')	SY	137	\$72.00	\$9,864.00
47	247	FLEXBASE (TYA GR5)	TON	310	\$51.00	\$15,810.00
48	160	TOP SOIL	CY	468	\$30.00	\$14,040.00
						\$653,262.18

<= CTRMA Construction Cost Contribution \$150,000.00
 <= Developer Construction Cost Contribution \$503,262.18
 <= 15% CONTINGENCY \$75,489.33
 <= 8% CEI \$40,260.97
 <= TOTAL DEVELOPER ESCROW AMOUNT \$619,012.48

RESTATED AND AMENDED

ESCROW AGREEMENT

This Restated and Amended Escrow Agreement (“Escrow Agreement”) is effective August ____, 2013, between CEDAR PARK TOWN CENTER LP, a Texas limited partnership (“Developer”), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Mobility Authority”), a Texas political subdivision, and VERITAS TITLE PARTNERS, L.P. (“Veritas”), as the Escrow Agent. Developer, Mobility Authority, and Veritas may be referred to collectively in this Escrow Agreement as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, Developer, Mobility Authority, and Veritas are parties to that certain Escrow Agreement effective June 24, 2013, under which Veritas has received and holds in the escrow account established under that Escrow Agreement the sum of \$386,702.16 (the “Existing Escrow Funds”); and

WHEREAS, Developer and Mobility Authority have entered into a Restated and Amended Development Agreement effective August ____, 2013 (the “Development Agreement”) to fund certain roadway and related improvements described in that agreement (the “Roadway Project”);

WHEREAS, Developer has agreed in the Development Agreement to deposit additional funds into the escrow account along with the Existing Escrow Funds as a source of funds to be used by Mobility Authority to build the Roadway Project; and

WHEREAS, Veritas has agreed to serve as the escrow agent for Developer and Mobility Authority in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, for Parties agree as follows:

1. **Incorporation of Recitals and Findings.** The Recitals above are a part of this agreement. Capitalized words and phrases that are not defined in this Escrow Agreement have the meaning given in the Development Agreement.

2. **Appointment of Escrow Agent.** Developer and Mobility Authority hereby appoint Veritas to act as escrow agent (“Escrow Agent”) and to act as their agent with respect to the Escrowed Items, and Escrow Agent hereby accepts such appointment. The Escrow Items shall include the Escrow Agreement and the Escrowed Funds as set forth in Sections 3 and 4 below.

3. **Deposit of Escrow Agreement with Escrow Agent.** No later than one day after all Parties have signed this Escrow Agreement, Developer shall deliver one duly-executed counterpart original of this Escrow Agreement to Escrow Agent.

4. **Deposit of Escrowed Funds.**

(a) Concurrently with the delivery of the duly-executed counterpart original of this Escrow Agreement to Escrow Agent, Developer shall deposit with Escrow Agent the sum of

\$232,310.32 (the "New Escrow Funds"). Escrow Agent shall not be responsible for the collection of the New Escrow Funds and may fully rely on Developer to assure the New Escrow Funds are timely deposited.

(b) Escrow Agent shall keep the Existing Escrow Funds, the New Escrow Funds, and any additional funds received from Developer under Section A.5 of the Development Agreement (collectively, the "Escrowed Funds") in one or more interest-bearing accounts under the name and tax identification number of Developer and insured by the FDIC. Escrow Agent shall not be liable in the event of loss of the Escrowed Funds due to failure of the bank or savings and loan institution.

(c) Any interest which accrues on the Escrowed Funds shall be paid to the person/entity receiving any amounts remaining in the Escrow at the close of the Escrow, in accordance with the terms of this Escrow Agreement.

(d) Developer has advised Mobility Authority that Developer has entered into a certain Site Development Agreement dated March 19, 2013 with Costco Wholesale Corporation ("Costco") pursuant to which Developer has escrowed funds with Escrow Agent for, among other things, completion of the Roadway Project (such escrow being referred to herein as the "Costco Escrow"); and that a portion of the Escrowed Funds will be transferred from the Costco Escrow and the remainder will be deposited by Costco.

5. **Escrow Term.** The Escrow shall close when all of the Escrowed Funds are disbursed in accordance with Sections 6 and 7 below, as applicable.

6. **Disbursement of Escrowed Funds to Costco Escrow.** Escrow Agent is instructed to disburse funds from the Escrowed Funds in accordance with the following procedures:

(a) If Escrow Agent receives an authorization and instructions from Mobility Authority to disburse surplus funds under Section A.5.a. of the Development Agreement, Escrow Agent shall disburse 66% of the authorized amount directly to Developer and 34% of the authorized amount directly to Costco no later than ten days after receipt of those instructions.

(b) Escrow Agent shall disburse any funds that remain in the Escrow Account directly into the Costco Escrow no later than ten days after receipt of notice from Mobility Authority to Escrow Agent and to Developer that the Roadway Project has been completed and accepted by Mobility Authority, and that all funds eligible for disbursement to Mobility Authority under Section 7 have been disbursed to Mobility Authority.

7. **Disbursement of Escrowed Funds to Mobility Authority.** Escrow Agent is instructed to disburse payments from the Escrowed Funds to Mobility Authority in accordance with the following procedures:

(a) Mobility Authority will submit a draw request to Escrow Agent by completing and using the form attached as Exhibit 1. A true and correct copy of each draw request submitted to the Escrow Agent shall be submitted contemporaneously by Mobility Authority to Developer using the same method of notice Mobility Authority uses under Section 10(d) to submit the draw request to Escrow Agent.

(b) The Escrow Agent shall disburse the draw amount to Mobility Authority or its trustee no later than five days after the date Escrow Agent receives a draw request. The draw request shall be paid in the dollar amount actually submitted in writing by Mobility Authority to the extent sufficient Escrowed Funds are available.

8. **Resignation of Escrow Agent.** Escrow Agent reserves the right to resign hereunder, upon 20 days prior written notice to Mobility Authority and Developer. In the event of said resignation, and prior to the effective date thereof, either (a) Mobility Authority and Developer, by joint written notice to Escrow Agent, shall designate a successor escrow agent to assume the responsibilities of Escrow Agent under this Escrow Agreement, and Escrow Agent shall immediately deliver all of the Escrowed Funds in Escrow Agent's possession to such successor escrow agent, or (b) if Mobility Authority and Developer do not agree on a successor escrow agent, or if they fail to deliver to Escrow Agent such written notice, Escrow Agent shall be entitled to interplead the Escrowed Funds into a court with proper jurisdiction in Williamson County, Texas.

9. **Escrow Fee.** Escrow Agent waives any right to receive a fee in connection with its services under this Escrow Agreement.

10. **Miscellaneous.**

(a) Time is of the essence with respect to each and every provision of this Escrow Agreement and in the performance, occurrence, fulfillment or satisfaction of each and every term and condition of the escrow created hereby.

(b) Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday. If the last day of any period described in this Agreement is a Saturday, Sunday, or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or legal holiday.

(c) Escrow Agent shall be entitled to assume that documents and writings that are deposited into escrow or that are received in the course of carrying out its instructions hereunder are genuine and are in fact signed by the person or persons purporting to execute them, and Escrow Agent is entitled to act upon and use such documents and writings, unless and until Escrow Agent has actual knowledge of facts or circumstances that would cause a reasonably prudent person to suspect that they are not genuine. Escrow Agent shall not be responsible or liable for the accuracy, validity or appropriateness of any document or request submitted to it, and may fully rely on such document or request in acting or proceeding in accordance with this Escrow Agreement.

(d) All notices, demands, draw or other requests, and other communications required or permitted hereunder or which any Party may desire to give, shall be in writing (with a copy to Costco) and shall be deemed to have been given on the sooner to occur of (i) receipt by the Party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving Party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such Party at the respective addresses set forth

below, or such other address as each Party may from time to time designate by written notice to the others as herein required, or (iii) facsimile or electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other parties has been obtained by the sending Party:

Escrow Agent: Veritas Title Partners, L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203
Houston, Texas 77098
(713) 482-2802
(713) 482-2840 (facsimile)
Email: spaige@veritastitlepartners.com

Developer: Cedar Park Town Center LP
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098
(713) 892-5600
(713) 892-5656 (facsimile)
Email: mca@ainbinder.com

Mobility Authority: Central Texas Regional Mobility
Authority Attn: Wes Burford, Director of Engineering
3300 N. IH-35, Suite 300
Austin, Texas 78705
(512) 996-9778
(512) 996-9784 (facsimile)
Email: wburford@ctrma.org

Costco: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel
(425) 313-8114 (facsimile)
Email: Bcoffey@Costco.com

(e) Escrow Agent shall not be obligated to determine or resolve conflicting demands or claims to funds, documents or items deposited in escrow or conflicting demands or claims concerning the validity or interpretation of, or performance under, this Escrow Agreement. Until such conflicting demands or claims have been determined, resolved or eliminated by written agreement of the Parties, a valid amendment to this Escrow Agreement or a final order of judgment of the court of competent jurisdiction, Escrow Agent shall be authorized to (i) refrain from carrying out its duties hereunder, and to retain in escrow any funds, documents or items that are the subject of the conflict or that may be dependent on or affected by the resolution of the conflict or (ii) interplead the subject matter of this Escrow into any court of competent jurisdiction and the act of such interpleader shall immediately relieve Escrow Agent of its duties,

liabilities and responsibilities hereunder. In that regard, the Parties hereto expressly acknowledge Escrow Agent's right to interplead the Escrowed Items into a court of competent jurisdiction in Williamson County, Texas, as provided by this Escrow Agreement.

(f) Costco is a third party beneficiary to this Agreement. This Escrow Agreement may be amended only by means of a written amendment signed by all the Parties to this Escrow Agreement; provided, however that no amendment shall be made without the prior written consent of Costco. Any purported oral amendment of this Escrow Agreement shall be ineffective and invalid.

(g) This Escrow Agreement may be executed in counterparts, each of which individually shall be an original and all of which together shall constitute but one and the same document. Any signature page to any counterpart of this Escrow Agreement may be detached from such counterpart without impairing the legal effect of the signature thereon and thereafter attached to another counterpart identical thereto except having to it additional signature pages. An image of the handwritten signature of any party on this Escrow Agreement evidenced and transmitted by electronic means (including email, facsimile, or similar transmission) shall be deemed effective for all purposes.

(h) The captions contained in this Escrow Agreement are for purposes of identification only and shall not be considered in construing this Escrow Agreement.

(i) This Escrow Agreement shall be governed by and construed in accordance with the laws in the State of Texas. The Parties agree that the exclusive venue for any lawsuit arising out of or relating to this Escrow Agreement will be in Williamson County, Texas, and waive the right to sue or be sued elsewhere.

(j) This Escrow Agreement shall be binding on the Parties hereto and their respective heirs, executives, administrators, successors and assigns when all Parties have executed and delivered a counterpart hereof.

(k) Each Party represents that it has full power and authority rightfully to execute and deliver this Escrow Agreement and to perform the actions contemplated hereby.

(l) Costco joins in the execution of this Restated and Amended Escrow Agreement to give its consent as provided in Section 10(f) of the Escrow Agreement effective June 24, 2013.

11. **Conflict with Development Agreement.** In the event of a conflict between any term, provision or condition of the Development Agreement and this Escrow Agreement, the terms, conditions and provisions of the Development Agreement shall govern with respect to Developer and Mobility Authority. Escrow Agent shall be bound by only the terms and stipulations of this Escrow Agreement.

12. **Effective Date.** The Effective Date shall be the date the last of the Parties shown below executes this Escrow Agreement.

13. **Term.** This Escrow Agreement shall terminate when all Escrowed Funds have been disbursed in accordance with the terms hereof.

Executed to be effective as of the Effective Date.

MOBILITY AUTHORITY

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heilligenstein
Executive Director

Date: _____

DEVELOPER:

CEDAR PARK TOWN CENTER LP

By: Ainbinder Cedar Park, LLC

By: _____
Michael C. Ainbinder
Chairman, CEO and Manager

ESCROW AGENT:

VERITAS TITLE PARTNERS, L.P.

By: _____

Name: _____

Title: _____

Date: _____

COSTCO WHOLESALE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

DRAW REQUEST

Date: _____

Veritas Title Partners, L.P.
Attn: Sandra Paige
2415 W. Alabama, Suite 203
Houston, Texas 77098

Re: Escrow Agreement by and between CEDAR PARK TOWN CENTER LP, a Texas limited partnership ("Developer"), the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("Mobility Authority"), a Texas political subdivision, and VERITAS TITLE PARTNERS LP ("Escrow Agent").

To Whom It May Concern:

In connection with the above captioned escrow, the undersigned hereby requests disbursement from the captioned escrow as follows:

\$ _____ draw request for Payment Period: _____, 2013.

\$ _____ Amount Remaining in Escrow following Current Draw.

The undersigned certifies that these funds are requested exclusively for the purpose of:

1. Reimbursement of costs paid by Mobility Authority to HNTB Corporation, its general engineering consultant, for services relating to procurement and oversight of the construction contract for the Roadway Project.
2. Reimbursement of costs paid by Mobility Authority to _____, its _____ for services relating to procurement and oversight of the construction contract for the Roadway Project.
3. Reimbursement of costs paid by Mobility Authority to _____, the general contractor selected by Mobility Authority, for costs and charges incurred under the contract to construct the Roadway Project, including any change orders authorized under that contract.

The undersigned further certifies that:

1. all work described by this draw request has been undertaken in compliance with applicable local, state, and federal laws and regulations; and

2. Mobility Authority has provided a true and correct copy of this draw request to Developer and to Costco contemporaneously with submission of this draw request to the Escrow Agent, using the same method of notice it used to give notice of this draw request to Escrow Agent.

True and correct records and documents are available and in the possession of Mobility Authority to document the expenses included in this draw request.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

cc: CEDAR PARK TOWN CENTER, L.P.
c/o Mr. Michael Ainbinder
The Ainbinder Company
2415 W. Alabama, Suite 205
Houston, Texas 77098

Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attention: Bruce Coffey, Corporate Counsel

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

RESOLUTION NO. 13-051

**APPROVING AN AMENDED AND RESTATED LANDSCAPE LICENSE
AGREEMENT WITH THE BLOCK HOUSE MUNICIPAL UTILITY DISTRICT.**

WHEREAS, the Mobility Authority previously constructed the connection of Scottsdale Drive and the southbound frontage road of 183A, including signage and landscape improvements located in a portion of the 183A right of way (the "Landscape Improvements"); and

WHEREAS, under a Landscape License Agreement by and between the MUD and Mobility Authority effective August 1, 2009, the Landscape Improvements are maintained by the Block House Municipal Utility District (the "MUD") at the MUD's sole cost and expense; and

WHEREAS, the MUD has requested an amendment to the Landscape License Agreement to extend the area for Landscaped Improvements to the edge of the 183A shared use path constructed by the Mobility Authority after August 1, 2009; and

WHEREAS, the Executive Director and the MUD have negotiated a proposed Amended and Restated Landscape License Agreement attached as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the proposed Amended and Restated Landscape License Agreement; and

BE IT FURTHER RESOLVED that the Amended and Restated Landscape License Agreement may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the form attached as Exhibit 1.

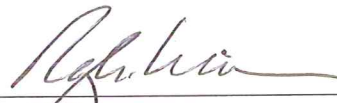
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andy Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-051
Date Passed: 8/28/2013

EXHIBIT 1 TO RESOLUTION 13-051

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

WITH BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

[on the following 6 pages]

AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT

THIS AMENDED AND RESTATED LANDSCAPE LICENSE AGREEMENT (this "License") is entered into effective _____, 2013 by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating under Chapter 370 of the Texas Transportation Code ("Authority"), and **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District"), and is as follows:

RECITALS

A. Authority is the owner of:

Lot 61, Block A, Block House Creek Phase D Section Four, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2000057765, Official Public Records of Williamson County, Texas; and

a 0.957 acre tract of land located in the S.J. Dover Survey, Abstract No. 168, Williamson County, Texas, conveyed to Authority by Williamson County, Texas in that certain Quitclaim Deed (183A Right of Way), dated January 25, 2005 and recorded under Document No. 200500717, Official Public Records of Williamson County, Texas, and more fully described in that certain Donation Special Warranty Deed (Highway 183-A Right-of-Way), dated August 6, 2004 and recorded under Document No. 2004063361, Official Public Records of Williamson County, Texas

(collectively, the "Property").

B. Authority and District previously entered into a Landscape License Agreement dated effective August 1, 2009 (the "Original License") under which Authority granted District certain rights and privileges upon the portions of the Property depicted on the attached **Exhibit "A"** as "Licensed Property A", "Licensed Property B" and "Licensed Property C" (collectively, the "Licensed Property"), subject to the terms of the Original License.

C. District has requested that, in addition to the rights and privileges granted under the Original License, Authority grant District certain additional rights and privileges as to the Licensed Property.

NOW, THEREFORE, for and in consideration of the payment by District of \$10.00 and in further consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Grant of License over Licensed Properties A and B. District is hereby granted a license over, under, through, and across Licensed Property A and Licensed Property B for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, irrigation, fencing, and related improvements and making electrical connections thereto, including, without limitation, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping (collectively, the "Landscaping Improvements"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Landscaping

Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

2. Grant of License over Licensed Property C. District is hereby granted a license over, under, through, and across Licensed Property C only for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing irrigation pipelines and related facilities (collectively, the "Pipeline Facilities") in the existing underground pipe sleeve located under Licensed Property C. Authority will not remove any Pipeline Facilities or other improvements existing on Licensed Property C without the prior written consent of District. Authority will be obligated to restore or replace any Pipeline Facilities that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

3. Grant of License over Licensed Property D. District is hereby granted a license over, under, through, and across the Licensed Property for the purpose of constructing, placing, installing, maintaining, operating, inspecting, repairing, relocating, replacing, and removing landscaping, irrigation, fencing, and related improvements and making electrical connections thereto, including, without limitation, sidewalk, trees, grass, shrubs, flowering plants, and/or other landscaping and electrical lines and facilities to allow the installation of seasonal holiday lighting and monument lighting (collectively, the "Additional Landscaping Improvements"). District will not construct or install any other type of improvements on or within the Licensed Property without the prior written approval of Authority. Authority will not remove any Additional Landscaping Improvements or other improvements existing on the Licensed Property or any other property of District without the prior written consent of District. Authority will be obligated to restore or replace any Additional Landscaping Improvements that are removed, damaged, or destroyed as a result of Authority's use of the Licensed Property.

4. Conflicting Rights. Subject to any and all existing (recorded or unrecorded) easements, licenses or other grants existing as of the effective date hereof, Authority covenants that Authority (i) will not use the Licensed Property in any manner that interferes with District's use of the Licensed Property under this License and (ii) will not convey any other license, easement, or conflicting rights on, within, or to the Licensed Property that is inconsistent with District's use of the Licensed Property under this License. Authority, District or any other third party exercising any rights within the Licensed Property will be liable for any and all damages resulting to the Licensed Property, the Landscaping Improvements, the Additional Landscaping Improvements and the Pipeline Facilities as a result of their activities and, upon completing such activities, will be responsible for restoring the surface of the Licensed Property, at such party's sole cost and expense.

5. Termination. This License will be perpetual; provided, however, District may terminate this License at any time upon 30 days' prior written notice to Authority, and, if use of the Licensed Property by Authority becomes necessary for a substantiated public purpose, Authority may terminate this License upon 30 days' prior written notice to District. Upon receipt or submittal of a notice of termination of this License, District may remove any Landscape Improvements or Pipeline Facilities within the 30 day notice period.

6. Maintenance.

a. District will maintain all Landscaping Improvements, Additional Landscaping Improvements and Pipeline Facilities in a neat and attractive manner and in good operating condition. District is not and will not be construed as Authority's agent in contracting for any Landscaping Improvements, Additional Landscaping Improvements, Pipeline Facilities

or other improvements on or to Licensed Property, and will have no authority to pledge, mortgage, hypothecate, or otherwise encumber any interest in Licensed Property or any other property of Authority.

b. To the extent permitted by law, District will indemnify and hold harmless Authority from and against any and all actions, suits or claims (and all costs and expenses associated therewith) arising out of District's actions or inactions regarding the Licensed Property. District will not create or permit to be created or remain, and will discharge, at District's sole cost and expense, and to the extent permitted by law, will indemnify Authority against any and all liens, encumbrances, or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's, or similar lien which might become a lien, encumbrance, or charge upon Licensed Property, or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of District. If any such liens, encumbrances, or charges are filed against Licensed Property, by reason of work or services performed or material furnished by or at the direction of District, District, within 30 days after the filing thereof, will use its reasonable best efforts cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

c. District will not park any maintenance vehicles or stockpile any materials on or along Highway 183A. District will provide advanced notice to Authority of any large deliveries of materials or maintenance work to the Licensed Property that would affect the flow of traffic in the area, and, if, prior to the date any such delivery or work is scheduled to take place, Authority notifies District that the delivery or work must be rescheduled, District and Authority will agree on a reasonable rescheduling of the delivery or work.

d. District is advised that construction of a shared-use-path along Highway 183A is anticipated. District will not obstruct the shared-use-path while performing maintenance activities on the Landscaped Property.

7. **No Assignment.** Neither this License nor any rights, duties, or obligations hereunder shall be assignable by District, and any attempt to make such an assignment will terminate this License and all privileges granted to District hereunder. Nothing in this License shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy, or claim under this License. Authority, without the consent of any other party, will be entitled to transfer or convey all or any portion of Licensed Property to any party provided that such transfer or conveyance is expressly made subject to this License.

8. **No Real Property Interest.** This License is a grant of the rights specified herein, and shall not be interpreted or construed to convey any rights in real property or rights that run with the land.

9. **Entire Agreement.** This License constitutes the entire agreement between the parties. This License may be amended only by a writing signed by both parties. No waiver of any right hereunder shall be effective unless in writing.

10. **Miscellaneous.** This License shall be governed by the laws of the State of Texas. This License is performable and enforceable in Williamson County, Texas. If any provision of this License is held invalid, the remainder of this License shall continue in full force and the invalid provision shall be replaced by one which, being valid, most closely reflects the intention of the parties contained in the invalid provision. Time is of the essence with respect to this License.

11. **Contacts.** All communications shall be submitted to the following:

Authority: Central Texas Regional Mobility Authority
Attention: Wesley M. Burford, P.E.
Director of Engineering
Address: 3300 N. IH-35, Suite 300
Austin, Texas 78705
Phone: (512) 996-9778
Email: wburford@ctrma.org

District: Block House Municipal Utility District
Attention: Sue Brooks Littlefield
Address: Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701
Phone: (512) 435-2307
Email: slittlefield@abaustin.com

EXECUTED to be effective as of the date first written above.

AUTHORITY:

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The instrument was acknowledged before me on _____, 2013, by
_____, _____ of Central Texas Regional
Mobility Authority, on behalf of such entity.

(seal) _____ Notary Public, State of Texas

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
_____, _____
Board of Directors

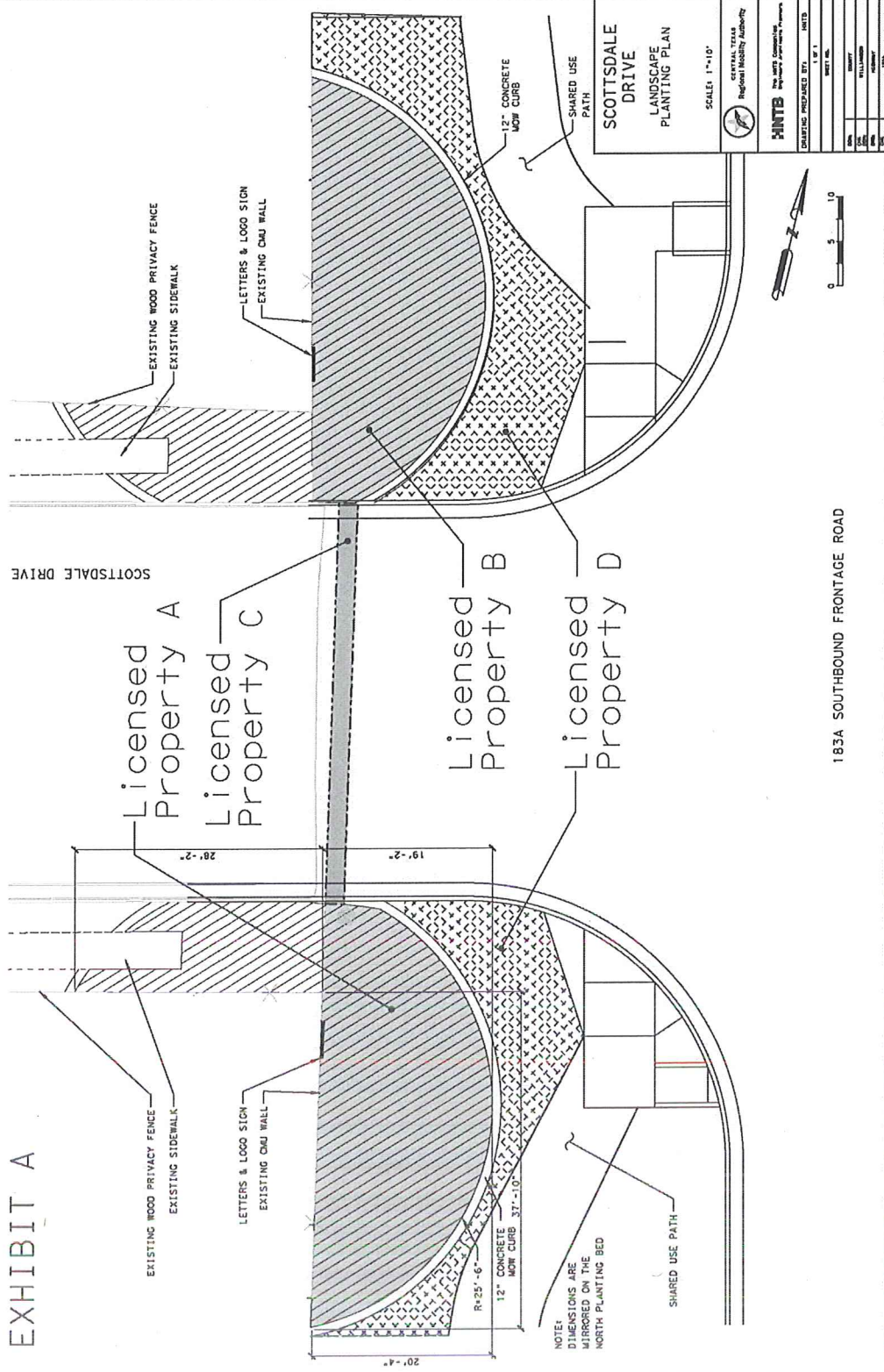
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2013, by
_____, _____ of Block House Municipal
Utility District, on behalf of such district.

(seal)

Notary Public Signature

EXHIBIT A



SCOTTSDALE DRIVE

Licensed Property A

Licensed Property C

Licensed Property B

Licensed Property D

SCOTTSDALE DRIVE
LANDSCAPE PLANTING PLAN

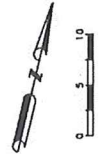
SCALE: 1"=10'

GENERAL TEAM
Regional Mobility Advisory

HNTB
HNTB

DESIGNED BY: HNTB

DATE	NO.
DATE	NO.
DATE	NO.
DATE	NO.
DATE	NO.
DATE	NO.
DATE	NO.
DATE	NO.



183A SOUTHBOUND FRONTAGE ROAD

Scale: 1"=10.000
 Plotted on: 05-AUG-2013 8:11 AM
 Design File Name: \\hntb\p\m\c\l\004\6837\CRM\183A\Project Development\183A\Project Development\183A\Project Development\183A\183A.dwg
 Plot File Name: \\hntb\p\m\c\l\004\6837\CRM\183A\Project Development\183A\Project Development\183A\Project Development\183A\183A.dwg

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

RESOLUTION NO. 13-052

**AUTHORIZING A NEW WORK AUTHORIZATION WITH
TELVENT USA L.L.C., TO INSTALL IMPROVEMENTS NEEDED FOR A MOBILITY
AUTHORITY TOLL AND TRAFFIC MANAGEMENT CENTER AT THE FIELD
OFFICE BUILDING ON 183A.**

WHEREAS, Telvent USA, LLC (“Telvent”) provides services to the Mobility Authority under that certain Contract for Toll System Implementation effective April 27, 2005, (the “Telvent Contract”); and

WHEREAS, the Mobility Authority intends to repurpose portions of the existing field operations building on 183A to provide fully integrated systems that will serve as a Central Texas Regional Mobility Authority tolls and traffic management center, to include and accommodate toll collection systems, traffic monitoring devices, CCTV cameras and dynamic message boards for Mobility Authority roadways; and.

WHEREAS, the services needed from Telvent to complete the tolls and traffic management center can be provided by a new work authorization under the Telvent Contract; and


WHEREAS, the Executive Director recommends approval of the proposed new work authorization attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that Board hereby approves the proposed new work authorization with Telvent; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed new work authorization 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 28th day of August, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-052
Date Passed: 8/28/2013

EXHIBIT 1 TO RESOLUTION 13-052

NEW WORK AUTHORIZATION

[on the following 11 pages]

Exhibit 1 includes the proposed work authorization and Exhibits A through C to that work authorization, but excludes “Exhibit D Contract Plans and Specifications” (consisting of 275 pages), a copy of which is on file with records of the Mobility Authority)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 9

**TRAFFIC MANAGEMENT CENTER IMPLEMENTATION
290 East Toll Project (Manor Expressway)**

THIS WORK AUTHORIZATION is made this ____ day of August, 2013, pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and TELVENT USA, LLC (the Contractor).

PART I. The Contractor will perform traffic management center services generally described in the Scope of Work attached hereto as Exhibit A. The Contractor's duties are further described in the Project Schedule and Milestones contained in Exhibit B hereto. The Contractor's duties and responsibilities in regards to renovations to the existing field operations building and intelligent transportation systems integration and testing is detailed in the contract plans and specifications attached hereto as Exhibit D. Exhibits A, B, and D are attached hereto and made a part of this Work Authorization.

PART II. The maximum amount payable under this Work Authorization No. 9 is \$690,012.67. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in Exhibit C hereto which is incorporated herein and made a part of this Work Authorization.

PART III. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Article 12 of the Contract, and Attachment A, Article 1 of the GENERAL PROVISIONS.

PART IV. This Work Authorization shall become effective on the date of execution by the parties hereto and shall terminate on December 31, 2015 unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1 of the GENERAL PROVISIONS. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in Exhibit B.

PART V. This Work Authorization No. 9 does not waive any of the parties' responsibilities and obligations provided under the Contract, and except as specifically modified by this Work Authorization, all such responsibilities and obligations remain in full force and effect.

IN WITNESS WHEREOF, this Work Authorization No. 9 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR:

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature

Date

Typed/Printed Name and Title

LIST OF EXHIBITS

- | | |
|-----------|-----------------------------------|
| Exhibit A | Scope of Work |
| Exhibit B | Project Schedule Milestones |
| Exhibit C | Fee Schedule/Budget |
| Exhibit D | Contract Plans and Specifications |

EXHIBIT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY **TRAFFIC MANAGEMENT CENTER IMPLEMENTATION** **290 East Toll Project (Manor Expressway)**

SCOPE OF WORK

A1.0 General

A1.01. Background

The Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities in conjunction with plans for development of the Central Texas Turnpike Project. Several of the toll road segments are in various stages of project development, design or construction by the Central Texas Regional Mobility Authority (CTRMA). It is intended that these proposed segments will be implemented by the CTRMA as parts of the CTRMA Toll Road System.

The Toll Collection System (TCS) for the 290 East Toll Project (Manor Expressway) will be all Electronic Toll Collection (ETC). Phase 1 of the Project had opened to traffic in 2012. Phase 2 is currently under construction through a Design Build / Comprehensive Development Agreement (CDA), with an anticipated substantial completion scheduled in 2014.

Additionally, Manor Expressway will require the implementation of a Traffic Management System (TMS). The Manor Expressway TMS will include 8 closed circuit television (CCTV) cameras, 2 dynamic message signs (DMS), and 18 radar vehicle sensing detector stations (consisting of 33 detectors). The implementation of a TMS will enable the CTRMA to manage incidents that occur on the Manor Expressway project, as well as provide roadside information to the public.

The CTRMA has also approved implementation of the proposed Traffic Management Center (TMC). Implementation will consist of renovation of the existing space and facilities at the current CTRMA field operations building, located at 104 North Lynnwood Trail in Cedar Park, Texas. The TMC will serve Manor Expressway, with the intent to also serve the MoPac Improvement Project and other future projects on the CTRMA system.

A1.02. Summary Scope of Work

The Scope of Work for Work Authorization No. 9 provides for the procurement, installation, testing, and implementation of a complete and fully operational TMC by the Contractor. The Contractor shall perform all work and furnish all the materials, equipment, teams, and labor necessary to complete the work as detailed in the 100% contract plans and specifications. Contract plans and specifications are included as Attachment D.

The Contractor shall also be responsible for preparation of the design, specification, system documentation, and furnishing of all materials, equipment, and labor of ITS head-end (central) equipment that will be required for a complete and fully operational TMC.

EXHIBIT A

Additionally, the Contractor shall fully integrate all hardware, software, and other equipment for a completed system. This includes conducting and completing all of the necessary testing as described in the contract specifications before acceptance. The Contractor will be required to have on-site representation in order to coordinate with testing personnel to be designated by the CTRMA.

A2.0 Permitting

The Contractor will be responsible for obtaining and maintaining any licenses or permits necessary for the work to be performed. Preliminary coordination with the City of Cedar Park has already taken place. The Contractor will be required to complete the remaining requirements for permitting, including pulling the building permit and completing the paperwork required for utility connection survey.

A3.0 Shop Drawings/Submittals

Shop drawings and submittals shall be submitted to the architect and/or ITS engineer for work as specified in the contract plans and specifications. All color and finish selections are to be provided to the architect with final approval by the CTRMA. Approval of shop drawings shall be required before fabrication and delivery to job site.

A shop drawing/submittal requirements list will be provided to the Contractor at the construction Notice-to-Proceed meeting.

A4.0 Project Schedule

The construction project shall be complete no later than January 10, 2014. Before starting work on the construction contract, the Contractor will be required to prepare and submit a detailed construction schedule that includes all planned work activities and sequences. Each activity should indicate a beginning date, ending date, and duration in number of working days. The schedule should also show interdependence of activities required for complete performance of the work. Each activity should show a predecessor and successor. Critical path should be clearly and accurately identified.

Project schedule updates should be submitted at each progress meeting.

A5.0 Project Management

This task includes any management activities required for the successful completion of the construction and integration support services. Primary work under this task shall include but is not limited to: meetings, stakeholder coordination, schedule updates, and progress reports.

A5.01. Project Meetings

- Notice to Proceed Meeting: The Contractor shall prepare for and attend the construction notice to proceed meeting to be held with the CTRMA, on a date and time specified by the CTRMA.

EXHIBIT A

- Progress Meetings: The Contractor shall be required to attend weekly construction progress meetings to discuss the status of construction. The Contractor shall be prepared to discuss the following items at each status meeting:
 - o Current Activities and Look –Ahead
 - o Project Schedule
 - o Request for Information (RFI's)
 - o Submittals/Shop Drawings
 - o Change Orders (if necessary)
 - o Permitting
 - o Status of asbuilt plans

A5.02. Project Status Reporting

The Contractor shall provide regular project status updates to the CTRMA at least once per week and written progress reports once a month.

A5.0 Asbuilt Plans

The Contractor will be required to prepare "As-Built" plans upon completion of the project. The final "As-Built" Plans shall include all changes, both design and construction, with all shop drawings, including adequate sketches, dimensions, and notes. The Contract Plans including all changes are the Final "As-Built" Plans after construction is complete. All revisions including those occurring during construction will be included in the final "As-Built" Plans set.

Final "As-Built" Plans shall be prominently inked or stenciled across the top of the cover/title sheet. Name of contractor, date contractor began work, and date of final acceptance shall also be included on the cover sheet.

A6.0. Warranties

As described in the contract specifications, the Contractor will be required to provide manufacturer's warranties on Contractor-furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer or that are at least one (1) year in length, whichever is greater, from the date of final acceptance of the project by the CTRMA. Include unconditional coverage for all parts and labor necessary or incidental to repair of defective equipment or workmanship and malfunctions that arise during warranty period.

Upon receipt of the CTRMA's written final acceptance of project, the Contractor will be required to transfer the manufacturer's warranties with proper validation by the manufacturer to the CTRMA.

EXHIBIT B
TRAFFIC MANAGEMENT CENTER
PRELIMINARY SCHEDULE MILESTONES
(Dates and Durations Subject to Change)

Task	Duration and/or Milestone Date
Construction Notice to Proceed	September 3, 2013
Construction Duration	90 days (Maximum)
Final Acceptance	January 2014
Testing (Manor Expy)	100 days
Testing (MoPac Improvement Project)	130 days (To occur before open to traffic date, anticipated for late 2015)

EXHIBIT C
PRICE ANALYSIS - CONTINGENCY LINE ITEM
TELVENT USA, LLC. WORK AUTHORIZATION 9
TRAFFIC MANAGEMENT CENTER IMPLEMENTATION

Task No	Description	Telvent's Price	Pricing shown in Backup Documentation	Labor Cost	Source of Backup	Management Reserve Amount	Management Reserve Percentage
1	HW - Materials/Equipment	\$ 71,905.64	\$ 56,699.00	\$ -	Telvent BOM	\$ 15,206.64	21%
2	Program Management	\$ 41,933.35	\$ -	\$ 41,933.35	Telvent - Represents 392 Manhours	\$ -	0%
3	Design & System Documentation	\$ 16,843.80	\$ -	\$ 16,843.80	Telvent - Represents 113 Manhours	\$ -	0%
4	Furniture	\$ 30,246.07	\$ 23,706.00	\$ -	Rockford Business Interiors \$26,706.11 (Orig bid) - \$3000 Monitors (included in Material/Equip BOM)	\$ 6,540.07	22%
5	Integration/Test (FAT, Commissioning, Final Accept. Etc.)	\$ 64,406.08	\$ -	\$ 64,406.08	Telvent - Represents 514 hours	\$ -	0%
6	Construction	\$ 464,677.73	\$ 364,135.99	\$ 1,244.09	Texas Quality Services \$323,335.99 (Orig Bid) + \$40,800 (HVAC); Also, 9 manhours for Telvent	\$ 99,297.65	21%
	TOTAL	\$ 690,012.67					

Final PRICE SHEET
TMC Command Center

Task No.	Description	Qty	Unit	Unit Price (US \$'s)	Extended Price (US \$'s)
1	HW - Materials / Equipment	1	Lot	71,905.64	71,905.64
2	Program Management	1	Lot	41,933.35	41,933.35
3	Design & System Documentation	1	Lot	16,843.80	16,843.80
4	Furniture	1	Lot	30,246.07	30,246.07
5	Integration/Test (FAT, Commissioning, Final Accept, etc.)	1	Lot	64,406.08	64,406.08
6	Construction	1	Lot	464,677.73	464,677.73
TOTAL					690,012.66

The Pricing shown above Excludes:

- All Recurring Data Communication Costs
- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
- Spares Replenishment Costs

FINAL PRICE SHEET
TMC Command Center

Task No.	Description	Telvent Price (US \$s)	Pricing Shown in Back Up Documentation	Labor Cost	Source of Back Up	Markup Amount	Percentage
1	HW - Materials / Equipment	71,905.64	56,699.00			15,206.64	0.21
2	Program Management	41,933.35		41,933.35			-
3	Design & System Documentation	16,843.80		16,843.80			-
4	Furniture	30,246.07	23,706.00			6,540.07	0.22
5	Integration/Test (FAT, Commissioning, Final Accept, etc.)	64,406.08		64,406.08			-
6	Construction	464,677.73	364,135.99	1,244.09		99,297.65	0.21
	TOTAL	690,012.66					

The Pricing shown above Excludes:
 -- All Recurring Data Communication Costs
 -- Recurring 3rd-Party SW/HW Support Agreements & SW Licenses
 -- Spares Replenishment Costs

TOTAL A&I HOURS		1,029	TOTAL HOURS	
	Database Administrator	-		-
	Database Developer	-		-
	Software Engineer - Image Processing	-		-
	Software Engineer - Real Time	-		-
	Software Manager	-		-
	Software Programmer - Web/Middle Tier	-		-
	Documentation / Technical Writer / CAD	-		-
	Project Manager	160		160
	System Engineer	184		184
	Test / QA Manager	64		64
	Test Engineer	40		40
	Field Tech Team Lead / Supervisor	80		80
	Field Technician	80		80
	Installation/Field Manager	200		200
	Client Account Manager / Software Engineer	24		24
	Network / Systems Administrator	88		88
	Software Support	24		24
	In-Directs (Exec/Sr Mgmt, Prog Dir, PA, Support)	85		85
	TOTAL A&I HOURS (Excl's Optional Items & Warr/Main)	1,029		1,029
	Program Management	392		392
	Design & System Documentation	113		113
	Furniture	-		-
	Integration/Test (FAT, Commissioning, Final Accept, etc.)	514		514
	Construction	9		9
	TOTAL HOURS	1,029		1,029

<< A&I >>

Item # & Description Code	Item Description	UNITS	ESTIMATED QUANTITIES	Total Estimated Cost (\$)	Total Estimated Cost (\$)
	ITS Server	EA	1	7,500.00	7,500.00
	Display Client	EA	1	4,800.00	4,800.00
	DMZ Router	EA	1	2,500.00	2,500.00
	ITS WorkStation Client	EA	4	3,100.00	12,400.00
	ITS Laptop Client	EA	2	1,450.00	2,900.00
	Core Switch	EA	1	3,450.00	3,450.00
	Terminal Server (4 port)	EA	1	540.00	540.00
	DVI Extender	EA	4	222.00	888.00
	HDMI Extender	EA	4	222.00	888.00
	Wall Monitors	EA	4	2,160.00	8,640.00
	KVM	EA	1	1,800.00	1,800.00
	HDTV Tuner	EA	4	200.00	800.00
	Ethernet Cables/HDMI/DVI	LF	1750	4.50	7,875.00
	Freight	EA	1	1,718.00	1,718.00
					56,699.00

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

RESOLUTION NO. 13-053

**APPROVING AN INTERLOCAL AGREEMENT WITH THE CAMINO REAL
REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLL TRANSACTION
PROCESSING AND TOLL COLLECTION SERVICES TO CRRMA BY AND
THROUGH THE MOBILITY AUTHORITY.**

WHEREAS, Chapter 791 of the Texas Government Code and Section 370.033 of the Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services, including administrative functions; and

WHEREAS, the Camino Real Regional Mobility Authority ("CRRMA") has requested that the Mobility Authority and its contractors provide toll transaction processing and toll collection services for the CRRMA Loop 375 César Chávez – Border Highway Managed Lanes Project, in accordance with the terms and conditions of a proposed agreement attached as Exhibit 1; and

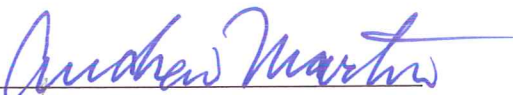
WHEREAS, the Executive Director recommends approval of the proposed agreement.

NOW THEREFORE BE IT RESOLVED that the proposed interlocal agreement with the Camino Real Regional Mobility Authority is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the proposed interlocal agreement on behalf of the Mobility Authority, in the form or substantially the same form as Exhibit 1.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-053
Date Passed 08/28/13

Exhibit 1

**Interlocal Agreement with the
Camino Real Regional Mobility Authority**

[shown on the following 7 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2013, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“CTRMA”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“CRRMA”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the CRRMA is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to the RMA Act and of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CRRMA is in need of toll transaction processing and toll collection services (including “pay-by-mail” processing, violation processing, and debt collection services) related to the Loop 375 César Chávez – Border Highway Managed Lanes Project and any future CRRMA toll projects mutually agreed to by the Parties to be subject to this Agreement (the “CRRMA Projects”); and

WHEREAS, the CTRMA previously entered into an Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau (“MSB”) for the provision of violation processing, collection management, and court process support services (the “MSB Contract”); and

WHEREAS, the CTRMA, independently and by and through its consultants, has the expertise required to provide toll transaction processing and toll collection services in connection with toll projects; and

WHEREAS, the CTRMA is a party to the Statewide Interoperability of Toll Collection Systems Agreement (the “Interoperability Agreement”), through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll transaction processing and toll collection services to the

CRRMA through its expertise and resources, including those available through the MSB Contract and the Interoperability Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement, the CRRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the MSB Contract and the Interoperability Agreement, in connection with the provision of toll transaction processing, toll collection, violation processing, collection management, and court support services on CRRMA Projects. The general Scope of Work (the "Services") to be provided by the CTRMA is set forth in Attachment "A". In the event that CRRMA becomes a direct party to the Interoperability Agreement the parties agree to amend this Agreement as necessary to accommodate such change.

2. Cost of Services and Payment. The cost of services and payments are governed by underlying agreements between CTRMA and its consultants and the Interoperability Agreement. In accordance with the underlying agreements and established processes, and in accordance with a schedule to be mutually agreed upon by the parties, the CTRMA, by and through its consultants, shall submit to the CRRMA a summary of toll related fees and costs charged and collected in providing the Services under this Agreement and shall also present a reconciliation of the related transactions, invoices and accounts.

The current applicable fees for service are provided in the Rate Schedule set forth in Attachment "B". The CTRMA agrees to pay, or cause to be paid, any funds collected by the CTRMA on behalf of the CRRMA within 45 days of receiving those funds. The current Schedule for collection of toll related funds is provided in the CTRMA Toll Funds Collection Schedule set forth in Attachment "C". The CTRMA may deduct applicable processing fees prior to transferring toll related funds to the CRRMA, resulting in a net invoice or payment to the CRRMA. The funds due and fees deducted shall be clearly shown on the associated summary document.

Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Chief Financial Officer

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: Executive Director

3. Performance Measures. The toll collection processing services being provided pursuant to this Agreement are an extension of the services being provided to the CTRMA under the MSB Contract. As such, CTRMA shall ensure, through its agreement with MSB and other of its subcontractors, that the same performance measures are established and maintained for toll collection processing services on the CRRMA Projects as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CRRMA's behalf, and CTRMA shall not agree to modify performance measures without the prior written consent of CRRMA.

III. GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until January 1, 2019. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

- a. if the MSB Contract is terminated pursuant to Article 3 of that agreement, this Agreement shall terminate on the same day that the MSB Contract terminates, provided that 1) the CTRMA shall give the CRRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from MSB in accordance with Article 3 of the MSB Contract; and 2) in the event that the CTRMA enters into a contract for toll transaction processing services with another provider upon termination of the MSB Contract, the CTRMA shall use its best efforts to continue to provide the Services to the CRRMA pursuant to the terms of this Agreement under the contract between the CTRMA and its new provider of toll collection processing services;
- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection processing services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and
- c. the parties may mutually agree to terminate this Agreement.

2. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does

not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

CAMINO REAL REGIONAL MOBILITY AUTHORITY

By: _____
Raymond L. Telles, Executive Director

ATTACHMENT "A"

SCOPE OF SERVICES

The CTRMA shall provide toll transaction processing, image processing, Pay-by-Mail invoicing, violation processing services, and court support services for the purpose of collecting toll-related funds on behalf of the CRRMA. The Scope of Services may include, but not be limited to, the following tasks on behalf of the CRRMA:

1. The CTRMA shall collect and distribute to the CRRMA toll funds collected on behalf of the CRRMA.
2. The CTRMA shall provide assistance to the CRRMA in properly reconciling the payments from CTRMA to CRRMA and, if applicable, payments from CTRMA's Consultants to the CRRMA.
3. The CTRMA shall process all transactional and image data from specified in-lane toll collection systems for the CRRMA Projects.
4. The CTRMA shall process transactional and image-based data in accordance with its business rules, policies, and procedures.
5. The CTRMA shall submit transponder-based and applicable image-based transactions to the Texas Statewide Interoperable Hub, in accordance with the approved Texas statewide interoperable business rules and interface control documents.
6. To facilitate the processing of CRRMA transactions, the CTRMA shall submit any required changes to the Statewide Interoperability Committee per Attachment A - Section 2 of the Texas Statewide Interoperability of Toll Collection Systems Agreement.
7. The CTRMA shall make an effort to include the CRRMA in the review of toll transaction processing agreements that affect the processing of CRRMA transactions or may result in a change to the toll transaction fee structure or performance measures.
8. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the CRRMA the same access to information and reports that the CTRMA requires to audit, reconcile, or resolve customer service or financial related matters.
9. CTRMA shall make all reasonable efforts to provide to the CRRMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.
10. CTRMA shall cooperate, at no cost to CTRMA, with CRRMA to assist with the migration of all CRRMA toll transaction information to a CRRMA Central Repository System (Host) in the event that the CRRMA elects to operate independently of CTRMA at some point in the future.

ATTACHMENT “B”

RATE SCHEDULE

In accordance with the provisions of Appendix “B” of the Agreement between the CTRMA and the MSB for Violation Processing and Debt Collection Services, and in accordance with the Texas Statewide Interoperability of Toll Collection Systems Agreement, the amount CTRMA is to receive for each CRRMA transponder-based and image-based process item is as follows:

Process Item	Fees due to the CTRMA (or their consultants and partners) from CRRMA for each process item	Funds due to the CRRMA from CTRMA (or directly from their consultants) for each process item
*Transactions submitted to the Statewide Interop Hub and paid by the away agency	8% of the toll amount	92% of the toll amount
* Pay-by-Mail invoice processing and mailing	12% of the Automatic Vehicle Identification total toll amount plus a \$1.00 handling fee for each invoice	88% of the Pay-by-Mail total toll amount
*First violation notice processing and mailing	\$10	\$5
*Second violation notice processing and mailing	\$10	\$5
*Final Collection Notice processing and mailing	\$20	\$10
Court Packet development and mailing	\$25	n/a
License plate image review per transaction	\$.095	n/a
** Marketing related processing and mailings	Processing and mailing cost, plus no more than 15%	n/a

*For these items, no fees or funds are due unless the associated toll and/or fees are collected from the customer or violator.

** During the initial tolling operations for the Loop 375 César Chávez – Border Highway Managed Lanes Project, the CTRMA and their consultants may be asked to process license plate images and send marketing related material to the vehicles registered owner.

The rates paid to the CTRMA have no influence on the toll amount or administrative fees that the CRRMA may charge its transponder-based customers, image-based customers, and violators.

CTRMA has agreed to charge the CRRMA, without adjustment, the fees incurred by CTRMA for processing of a CRRMA transaction and images in accordance with the provisions of the above-mentioned agreements. These rates, while currently in effect, are subject to periodic review and adjustment by mutual agreement of CTRMA, CRRMA, and MSB.

ATTACHMENT "C"

CTRMA TOLL FUNDS COLLECTION SCHEDULE

Currently, the CTRMA collects toll related revenue per the schedule below. Unless an agreement is made for direct payment, CRRMA funds will be collected by the CTRMA on the same schedule.

1. Funds are transferred to the CTRMA on a monthly basis from agencies that are a party to the Texas Statewide Interoperability of Toll Collection Systems Agreement.
2. Funds are transferred to the CTRMA on a weekly basis from the Municipal Services Bureau. Generally, the funds transferred are for payments received the previous week.

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

RESOLUTION NO. 13-054

**AMENDING THE POLICY CODE RELATING TO
NOTICE OF LETTING FOR A CONSTRUCTION CONTRACT..**

WHEREAS, by Resolution No. 08-64 adopted December 17, 2008, the Board amended the Mobility Authority Procurement Policies to ensure conformity with applicable federal rules and regulations; and

WHEREAS, by Resolution No. 12-016 adopted February 29, 2012, the Board adopted the Mobility Authority Policy Code ("Policy Code") as a non-substantive codification of all policy resolutions adopted by the Board since 2003; and


WHEREAS, the Executive Director recommends amending the Policy Code to require newspaper publication of a notice of contract letting only when the Mobility Authority is procuring a contract for a federal-aid construction project.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby amends Section 401.037 (Notice of Contract Letting) of the Policy Code to read as set forth in Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-054
Date Passed: 8/28/2013

EXHIBIT 1 TO RESOLUTION NO. 13-054

Section 401.037 of the Policy Code is amended to read as follows:

401.037 Notice of Contract Letting

(a) Each notice of contract letting must provide:

- (1) the date, time, and place where contracts will be let and bids opened;
- (2) the address and telephone number from which prospective bidders may request bid documents; and
- (3) a general description of the type of construction, services, or goods being sought by the authority.

(b) The authority shall post a notices of contract lettings and any addenda to a notice on its website (www.ctrma.org) for at least two weeks before the date set for letting of a contract.

(c) Notice of a contract letting for a federal-aid project shall also be published in the officially designated newspaper of the authority ~~at least once, and no less~~ no later than three weeks before the date set for letting of the contract.

(d) The authority may also publish a notice of contract lettings in the *Texas Register*, trade publications, or such other places that the authority determines will enhance competition for the work.

(e) The date specified in the notice may be extended if the executive director, in his or her sole discretion, determines that the extension is in the best interest of the authority. All bids, including those received before an extension is made, must be opened at the same time.

~~(f) As a courtesy the authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subsections (b) and (c) shall constitute the only official notice.~~

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

RESOLUTION NO. 13-055

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 28)**

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 (the "Mobility Authority") 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 2.610 acre parcel at 9345 US 290 East, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by TX Old Manor Housing, LP. (the "Owner"); 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 of the Mobility Authority, through agents employed or contracted with the Mobility Authority, has transmitted official written offers 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

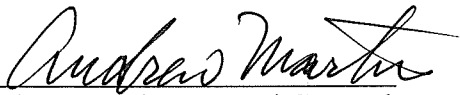
WHEREAS, after failing to negotiate an agreement with the Owner on an amount to be paid for just compensation, the Mobility Authority instituted an action in eminent domain to acquire the Subject Property; and

WHEREAS, the Executive Director recommends an offer of \$344,824.00 to the Owner as the amount to be paid by the Mobility Authority for just compensation and damages and 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 purchase agreement, a final settlement agreement, or both, to resolve the pending litigation and acquire the Subject Property, and to negotiate and execute all other associated documents necessary to acquire the fee simple interest in the Subject Property, for a total acquisition price of \$344,824.00.

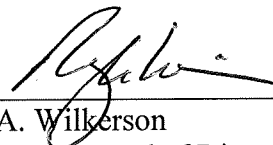
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-055
Date Passed: 8/28/13

Exhibit "A" to Resolution No. 13-055

Metes and Bounds Description of Parcel 28

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

RESOLUTION NO. 13-056

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 29)**

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 (the "Mobility Authority") 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 9.108 acre parcel at the south side of US 290 East between Johnny Morris Road and Ferguson Cutoff, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by JMTCV, Ltd. (the "Owner"); 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 of the Mobility Authority, through agents employed or contracted with the Mobility Authority, has transmitted official written offers 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, after failing to negotiate an agreement with the Owner on an amount to be paid for just compensation, the Mobility Authority instituted an action in eminent domain to acquire the Subject Property; and

WHEREAS, the Executive Director recommends an offer of \$2,175,000.00 to the Owner as the amount to be paid by the Mobility Authority for just compensation and damages and 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 purchase agreement, a final settlement agreement, or both, to resolve the pending litigation and acquire the Subject Property, and to negotiate and execute all other associated documents necessary to acquire the fee simple interest in the Subject Property, for a total acquisition price of \$2,175,000.00.

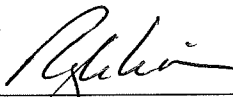
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of August, 2013.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-056
Date Passed: 8/28/13

Exhibit "A" to Resolution No. 13-056

Metes and Bounds Description of Parcel 29