

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

RESOLUTION NO. 12-051

**APPROVING AN AMENDED WORK AUTHORIZATION WITH
HNTB CORPORATION RELATING TO THE 183A PHASE II PROJECT.**

WHEREAS, HNTB Corporation ("HNTB") serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the "GEC Agreement"); and

WHEREAS, by Resolution No. 09-73 enacted on November 18, 2009, the Board approved a work authorization for HNTB to provide GEC Construction Development Services for the 183A Phase II Project (the "Project"); and

WHEREAS, the Executive Director and HNTB have discussed and agreed to a proposed amendment to that work authorization to continue HNTB's support of GEC Construction Development Services for the Project; and


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

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the work authorization is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed amendment to the work authorization 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 29th day of August, 2012.

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: 12-051
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-051

AMENDED WORK AUTHORIZATION WITH HNTB CORPORATION

[on the following 3 pages]

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 1.0

SUPPLEMENT NO. 3

This Supplement No. 3 to Work Authorization No. 1.0, is made as of this _____ day of _____, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and HNTB Corporation ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

183A Phase II Extension of Construction Oversight Services

This Supplement adds time extension and fee for the GEC to continue to support 183A Phase II Construction Oversight and Closeout. The construction contractor did not complete the project within the required contract schedule which was not anticipated in the GEC's original fee. The scope of the project remains the same and will support the completion of the project.

The following terms and conditions of Work Authorization No. 1.0 are hereby amended, as follows:

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete by February 28, 2013. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an additional \$779,084, based on the Attachment C – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1.0 from \$10,724,864 to \$11,503,948. Compensation shall be in accordance with the Agreement.

The parties agree that GEC shall discontinue Services when the project is complete or upon reaching the new not to exceed amount (\$11,503,948) specified herein, whichever occurs first. If the new not to exceed amount is reached before the project is complete, an additional supplement to Work Authorization No. 1.0 will be required in order for services to continue.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: _____

Attachment A: N/A

Attachment B: N/A

Attachment C: Fee Estimate

ATTACHMENT C
HNTB FEE ESTIMATE

CONTRACT NO. 46837
WORK AUTHORIZATION #1
SUPPLEMENT NO.2

TASK DESCRIPTION	CLASSIFICATION										TOTAL HOURS	
	Group Director / Program Manager	Department Manager	Sr. Advisor / Project Director	Project Manager I	Engineer III	Engineer I	Sr. Field Rep. Inspector	Sr. Public Involvement Rep.	Project Analyst	Office Tech Specialist B		
1.0 CE&I FIELD INSPECTION Management - Project Office												
2.0 CE&I PROJECT CONTROLS Project Controls - Field Office												
3.0 CE&I MATERIALS TESTING Materials Testing - Field Office												
4.0 FINAL PUNCH LIST / FINAL INSPECTION Final Punch List - Design office Final Punch List - Field office												
5.0 INVOICE PREP & PROGRESS REPORT Invoice Prep - Design Office Invoice Prep - Project Office Invoice Prep - Field Office												
7.0 PROJECT OVERSIGHT Project Oversight - Design Project Oversight - Project Project Oversight - Field												
8.0 PUBLIC INVOLVEMENT Public Involvement - Design Office Public Involvement - Project Office Public Involvement - Field Office												
SUBTOTAL	300	155	313	475	458	494	547	313	555	186	5,646	
TOTAL HOURS	\$ 97.00	\$ 70.00	\$ 95.00	\$ 68.00	\$ 35.00	\$ 27.00	\$ 42.00	\$ 42.00	\$ 27.00	\$ 28.00	\$ 260.728	
BASE RATE	\$ 29,100	\$ 10,850	\$ 29,735	\$ 27,550	\$ 16,000	\$ 13,338	\$ 27,174	\$ 36,876	\$ 10,842	\$ 14,085	\$ 5,208	
TOTAL LABOR	\$ 16,072	\$ 44,045	\$ 40,810	\$ 39,240	\$ 15,940	\$ 13,263	\$ 27,022	\$ 36,699	\$ 15,764	\$ 22,197	\$ 146,604	
Overhead Rate - Design Office	148.13%											
Overhead Rate - Project Office	133.79%											
Overhead Rate - Field Office	99.44%											
Profit	12.00%	\$ 8,164	\$ 3,231	\$ 8,854	\$ 8,203	\$ 9,391	\$ 3,836	\$ 3,192	\$ 6,503	\$ 8,825	\$ 1,501	
TOTAL	\$ 76,197	\$ 30,153	\$ 82,635	\$ 76,563	\$ 35,807	\$ 20,793	\$ 60,699	\$ 82,371	\$ 29,575	\$ 41,644	\$ 847,562	

EXPENSES \$ 131,522 (Includes \$100,000 for As-built Survey and Low Level Flight)

TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
0	\$ -	\$ -
250	\$ 11,250	\$ 25,129
136	\$ 5,796	\$ 17,947
3,643	\$ 169,165	\$ 411,293
742	\$ 27,325	\$ 71,327
560	\$ 36,350	\$ 97,209
313	\$ 10,642	\$ 29,575
JOB TOTALS	\$ 260,728	\$ 779,084

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

RESOLUTION NO. 12-052

**APPROVING AN AMENDED WORK AUTHORIZATION WITH
ATKINS NORTH AMERICA, INC., RELATING TO
THE BERGSTROM EXPRESSWAY PROJECT.**

WHEREAS, Atkins North America, Inc., formerly Post, Buckley, Schuh & Jernigan, Inc., a/k/a PBS&J (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, by Resolution No. 09-88 enacted on December 17, 2009, the Board approved a work authorization for Atkins to provide GEC Construction Development Services for the Bergstrom Expressway/183 South Toll Project (the “Project”); and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed amendment to that work authorization to continue Atkin’s support of GEC Construction Development Services for the Project; and


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

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the work authorization is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed amendment to the work authorization 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 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willerson
Chairman, Board of Directors
Resolution Number: 12-052
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-052

AMENDED WORK AUTHORIZATION WITH ATKINS NORTH AMERICA, INC.

[on the following 3 pages]

ATTACHMENT C

**C-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 2
CONTRACT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Authority) and Atkins North America, Inc. (the Engineer) dated January 4, 2010.

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

Please reference Attachment A – Services to be Provided by the GEC

Services defined herein shall begin June 27, 2012 and shall be substantially complete by June 27, 2014. The Supplemental Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an amount \$2,740,600 based on Attachment B-Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 2 from \$648,522 to \$3,389,122. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$9,120 (with \$380 to be invoiced monthly). Compensation shall be in accordance with the Agreement.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

Mike Heiligenstein

Executive Director

(Date)

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

RESOLUTION NO. 12-053

**APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION TO PROVIDE ROADWAY AND FACILITY
MAINTENANCE SERVICES ON MOBILITY AUTHORITY ROADWAYS.**

WHEREAS, certain maintenance services for Mobility Authority roadways and facilities have been provided by the Texas Department of Transportation ("TxDOT") under an interlocal agreement approved by the Board by Resolution No. 07-30 on June 27, 2007; and

WHEREAS, that interlocal agreement will terminate on October 31, 2012; and

WHEREAS, the Executive Director and TxDOT staff have discussed and agreed to a proposed interlocal agreement under which TxDOT will continue providing certain maintenance services for Mobility Authority roadways and facilities; and


WHEREAS, the Executive Director recommends approval of the proposed interlocal agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed interlocal agreement 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 29th day of August, 2012.

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: 12-053
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-053

PROPOSED INTERLOCAL AGREEMENT WITH TxDOT

[on the following 14 pages]

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Central Texas Regional Mobility Authority

TxDOT
CTRMA

II. PURPOSE: Routine Maintenance of 183A Toll Road Project and Manor Expressway (290 E) Project.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this Contract shall not exceed \$ 1,949,595.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This Contract begins when fully executed by both parties, and terminates on November 30, 2015 or when otherwise terminated as provided in this Contract.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The Board of Directors of the CTRMA, by resolution, dated [redacted], has authorized the CTRMA to enter into this Contract and obtain the services described in **Attachment A**, Scope of Services.

This Contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution of the Central Texas Regional Mobility Authority Board of Directors, and **Attachment E**, Project Location Map.

TxDOT

Texas Department of Transportation

CTRMA

Central Texas Regional Mobility Authority

BY:

AUTHORIZED SIGNATURE

Janice Mullenix
Director of Contract Services

TYPED OR PRINTED NAME AND TITLE

BY:

AUTHORIZED SIGNATURE

Mike Heiligenstein
Executive Director

TYPED OR PRINTED NAME AND TITLE

DATE:

DATE:

ATTACHMENT A

Scope of Services

TxDOT and the CTRMA are governmental entities authorized to design, construct, operate, and maintain turnpikes and other toll facilities in the State of Texas. The routine and periodic maintenance on such facilities is essential to their safety, efficient operation, and to maximizing their mobility benefits. TxDOT and the CTRMA are committed to ensuring that the maintenance practices and methodologies utilized on their respective facilities are implemented efficiently and effectively so as to further enhance the current and potential benefits for the citizens of the State of Texas. For and in consideration of these premises, TxDOT and the CTRMA agree as follows:

Routine Maintenance of Manor Expressway (290 E) and 183A

TxDOT agrees to maintain the Manor Expressway (290 E) toll facility project limits on the main lanes from US 183 to East of Parmer Lane and the 183A toll facility project limits on the main lanes from North of SH 45 to South of CR 276 , which is approximately 16.9 centerline miles including the entrance and exit ramps from right-of-way (ROW) to ROW as shown on Attachments E-1 and E-2, Project Location Map. Routine maintenance will be accomplished through a performance-based maintenance contract consisting of performing complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures. The following items are covered under this scope:

- Item 7627 - Total Maintenance and Operations of Highways Main Lanes (RMA)
- Item 7627 - Total Maintenance and Operations of Highways Frontage Roads (RMA)

Periodic Maintenance of Manor Expressway (290E) and 183A

The following is a list of known periodic maintenance activities that is included in the scope of services:

- Removing concrete sidewalks
- Concrete paint
- Permanent concrete traffic barrier
- Concrete sidewalks
- Metal W-Beam guard fence
- Cable barrier system
- Lane closures

Project Limits:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
290 E (Mainlanes) Segment 1	From: US 183 To: East of Cross Park Drive	0.7
290 E (Mainlanes) Segment 2	From: East of Cross Park Drive To: East of Parmer Lane	5.7
183 A Segment 1 (Mainlanes)	From: RM 1431 To: North of SH 45 N	4.1
183 A Segment 2 (Mainlanes & Frontage Roads)	From: South of CR 276 To: RM 1431	6.4
Total Centerline Miles		16.9

The limits of maintenance on crossroads shall generally be as follows:
290 E (Mainlanes) and 183A Toll Road are considered suburban roadways.

Roadside Maintenance

Task 1. Item 104: Removing Concrete (Sidewalks)(RMA) – \$5,500.00

Description: Remove sidewalk concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
Total	Suburban			550

Task 2. Item 427: Concrete Paint (Existing Concrete)(RMA) – \$20,000.00

Description: Furnish and apply concrete paint on existing concrete as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SF	100,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			100,000

Task 3. Item 514: Permanent Concrete Traffic Barrier (SGL SLP)(TY1) (42") (RMA) – \$50,000.00

Description: Furnish and install, 42" Type 1 permanent concrete traffic barrier as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	1,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1,000

Task 4. Item 531: Concrete Sidewalks (6")(RMA) – \$5,500.00

Description: Prepare and construct 6" sidewalks as shown on the plans or as directed.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	SY	550
	183A	North of SH 45 to South of CR 276		
Total	Suburban			550

Task 5. Item 540: Metal W-Beam Guard Fence - \$36,475.00

Description: Furnish and install, replace or adjust metal beam guard fence consisting of metal beam rail element support on timber or steel posts.

Task 5a: Metal W-Beam Guard Fence (TIM POST) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			2,000

Task 5b. Terminal Anchor Section Adjustment (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 6. Item 544: Guardrail End Treatments - \$2,475.00

Description: Furnish and install, move, or remove guardrail end treatments.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 7. Item 545: Crash Cushion Attenuator (Move & Reset) (RMA) - \$1,485.00

Description: Move and reset crash cushion attenuators.

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 8. Item 5367: Cable Barrier System (RMA) - \$24,000.00

Description: Furnish and install TL-4 cable barrier system and cable barrier terminal sections.

Task 8a. Cable Barrier System (TL-4) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	LF	2,000
	183A	North of SH 45 to South of CR 276		
Total	Suburban			2,000

Task 8b. Cable Barrier Terminal Section (TL-4) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9. Item 7397: Lane Closures (RMA) - \$80,660.00

Description: Install, maintain and remove lane closures as shown on plans and details or as specified by the Engineer.

Task 9a. Freeway 1 Lane Closure (TY A) (RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9b. Freeway 1 Lane Closure (TY	Highway	Limits	Unit	Quantity

B)(RMA) Type				
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9c. Freeway 2 Lane Closure (TY A)(RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9d. Freeway 2 Lane Closure (TY B)(RMA) Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9e. Freeway 3 Lane Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9f. Freeway 3 Lane Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	1
	183A	North of SH 45 to South of CR 276		
Total	Suburban			1

Task 9g. Exit or Entrance Ramp Closure (TY A)(RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9h. Exit or Entrance Ramp Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9i. One Lane Frontage Road Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9j. One Lane Frontage Road Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 9k. Two Lane Frontage Road Closure (TY A) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	3
	183A	North of SH 45 to South of CR 276		
Total	Suburban			3

Task 9l. Two Lane Frontage Road Closure (TY B) (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	EA	5
	183A	North of SH 45 to South of CR 276		
Total	Suburban			5

Task 10. Item 7627: Total Maintenance and Operations of Highway (RMA) - \$1,623,500.00

Description: Perform complete roadway maintenance, including all of the existing appurtenances and future additions within the right of way. This includes, but is not limited to, main lane roadways, frontage roads, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, traffic signals, aesthetics, signing, and sign structures.

Task 10a. Total maintenance and operations of highway mainlanes (RMA)

Type	Highway	Limits	Unit	Quantity
Suburban	290E	US 183 to East of Parmer Lane	MI	505
	183A	North of SH 45 to South of CR 276		
Total	Suburban			505

Task 10b. Total maintenance and operations of highway frontage (RMA)

Type	Highway	Limits	Unit	Quantity
Urban	290E	US 183 to East of Parmer Lane	MI	260
	183A	North of SH 45 to South of CR 276		
Total	Urban			260

DRAFT

ATTACHMENT B

**Budget
FY2012-FY2015**

TASK NUMBER	ITEM NUMBER	DESCRIPTION	TOTAL COST
1	104	Removing Concrete (Sidewalks) (RMA)	\$5,500.00
2	427	Concrete Paint (Existing Concrete) (RMA)	\$20,000.00
3	514	Permanent Concrete Traffic Barrier (RMA)	\$50,000.00
4	531	Concrete Sidewalks (RMA)	\$5,500.00
5	540	Metal Beam Guard Fence (RMA)	\$36,475.00
6	544	Guardrail End Treatments (RMA)	\$2,475.00
7	545	Crash Cushion Attenuator (Move and Reset) (RMA)	\$1,485.00
8	5367	Cable Barrier System (RMA)	\$24,000.00
9	7397	Lane Closures (RMA)	\$80,660.00
10	7627	Total Maintenance and Operations of Highway	\$1,623,500.00
		Subtotal	\$1,849,595.00
		*Actual Direct Costs Not To Exceed	\$100,000.00
		Total	\$1,949,595.00

*This is an estimated amount. The CTRMA agrees to reimburse TxDOT for the actual direct costs associated with this agreement.

DRAFT

ATTACHMENT C**General Terms and Conditions****Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution of the Central Texas Regional Mobility Authority Board of Directors

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

RESOLUTION NO. 07-30

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 05-06, dated January 26, 2005, the Board of Directors approved entering into a Project Development Agreement with the Texas Department of Transportation ("TxDOT") regarding the various project development issues related to construction, completion and operation of the 183-A Project; and

WHEREAS, on March 3, 2007, the 183-A Project was opened to traffic with Final Acceptance of the Project being anticipated in July, 2007; and

WHEREAS, in Resolution No. 06-71, dated December 13, 2006, the Board of Directors directed CTRMA staff and its Executive Director to initiate efforts to procure various maintenance and operational services for the 183-A Project from firms interested in providing such services; and

WHEREAS, the CTRMA is in the process of procuring or has successfully procured various maintenance and operational services for the 183-A Project; however, providers of several of such services have not been successfully procured; and

WHEREAS, TxDOT has entered into contracts for the provision of various maintenance and operational services for TxDOT's Central Texas Toll Project, and CTRMA staff and TxDOT staff have considered entering into an Interlocal Agreement pursuant to Chapter 771 of the Texas Government Code and Section 370.189 of the Texas Transportation Code whereby the CTRMA would procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts; and

WHEREAS, the CTRMA staff recommends that the CTRMA negotiate and enter into an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT and its existing contracts, the terms, scope and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the negotiation and execution of an Interlocal Agreement with TxDOT to procure certain maintenance and operational services for the 183-A Project through TxDOT, the terms, scope

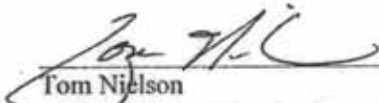
and conditions of such Interlocal Agreement to be mutually agreed to between the CTRMA and TxDOT; and

BE IT FURTHER RESOLVED, that the Executive Director and staff are directed to negotiate and finalize an Interlocal Agreement with TxDOT consistent with all applicable statutes, CTRMA procurement policies and this Resolution and that such Interlocal Agreement may be executed by the Executive Director upon its completion under the terms hereof.

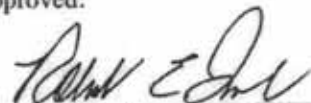
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of June, 2007.

Submitted and reviewed by:

Approved:



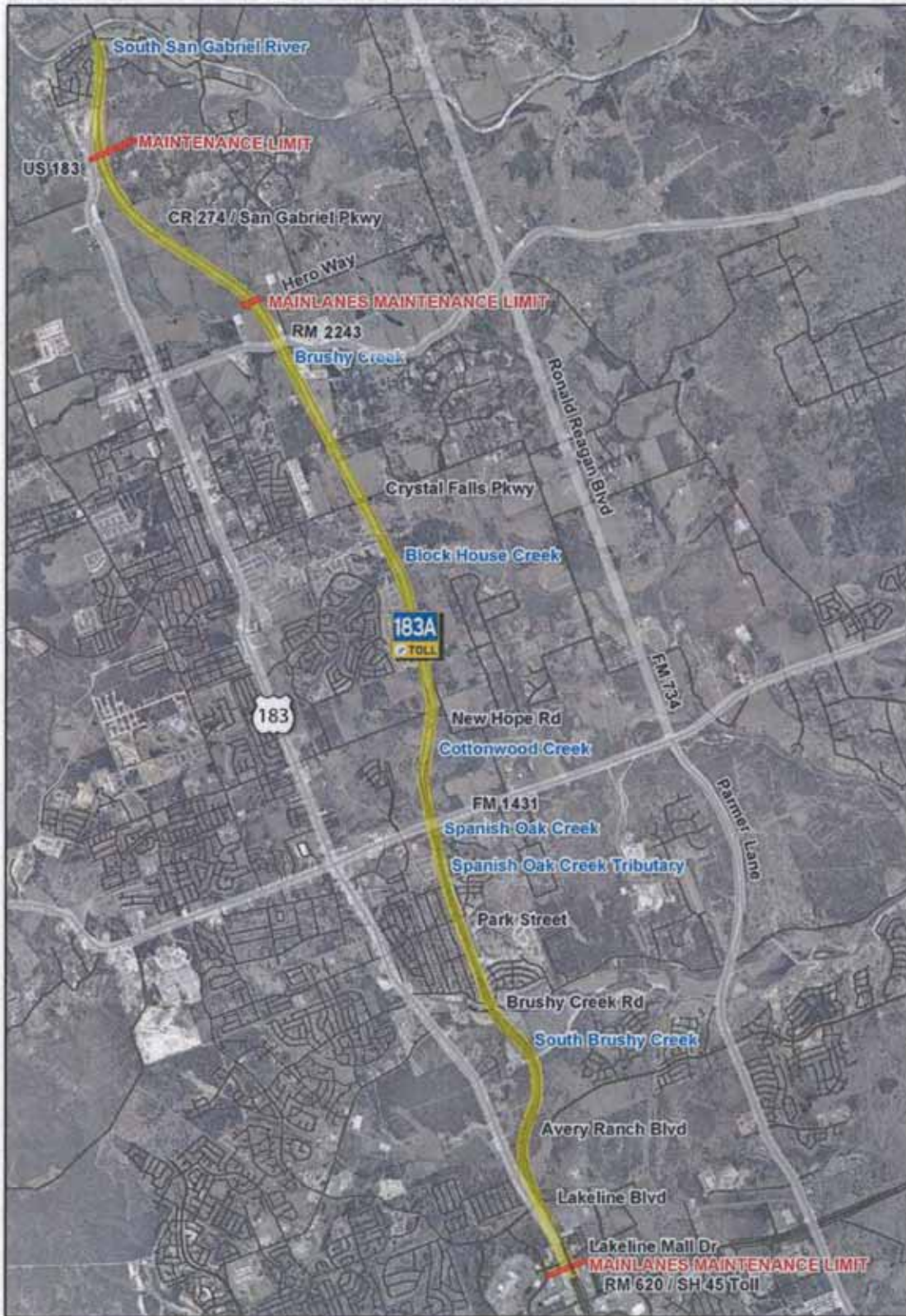
Tom Nielson
General Counsel for the Central
Texas Regional Mobility Authority



Robert E. Tesch
Chairman, Board of Directors
Resolution Number 07-30
Date Passed 6/27/07

ATTACHMENT E-1

Project Location Map – 183A



ATTACHMENT E-2

Project Location Map – Manor Expressway (290 E)



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

RESOLUTION NO. 12-054

**APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE
TEXAS TRANSPORTATION INSTITUTE RELATING TO ANALYSIS OF
TRAFFIC DATA PROVIDED BY INRIX.**

WHEREAS, the Texas Transportation Institute ("TTI") is providing technical and other support to the Mobility Authority in connection with development of the MoPac Improvement Project under an interlocal agreement approved by the Board by Resolution No. 11-009 enacted January 26, 2011; and

WHEREAS, the Executive Director and TTI staff have discussed and agreed to a proposed amendment to that interlocal agreement under which TTI will assess and evaluate certain traffic data acquired by the Mobility Authority from INRIX for use in performance evaluation of the Mopac Improvement Project; and

WHEREAS, the proposed amendment will also extend the term of the interlocal agreement for an additional year, until August 28, 2013; and

WHEREAS, the Executive Director recommends approval of the proposed amendment to the interlocal agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the interlocal agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed interlocal agreement 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 29th day of August, 2012.

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: 12-054
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-054
PROPOSED INTERLOCAL AGREEMENT WITH
THE TEXAS TRANSPORTATION INSTITUTE

[on the following 12 pages]

**Second Amendment To The Interlocal Cooperation Contract
Between
Central Texas Regional Mobility Authority
And
The Texas Transportation Institute**

The Second Amendment ("Amendment") to the Interlocal Cooperation Contract ("Contract") by and between the Central Texas Regional Mobility Authority ("the Regional Mobility Authority") and the Texas Transportation Institute ("TTI") is made effective as of _____, 2012, and is for the purpose of amending the Contract originally dated effective February 1, 2011.

The following terms and conditions of the Interlocal Cooperation Contract are hereby amended, as follows

II. Statement of Services to be Performed is amended as follows:

See Attachment A: Scope of Work

IV. Contract Amount

In return for the performance of the foregoing obligations, the Authority authorizes to TTI an additional \$37,500, based on the Attachment B – Fee Estimate. This will increase the not to exceed amount for the InterLocal Cooperation Contract from \$177,000 to \$214,500. Compensation shall be in accordance with the Contract.

VII. Term of Contract is amended as follows:

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to Receiving Agency. This contract begins on February 1, 2011 and terminates on August 28, 2013.

By their signatures below, the parties to the Contract evidence their agreement to the provisions set forth in this Amendment. Except as specifically provided in this Amendment, all other provisions of the Contract are hereby acknowledged and confirmed as set forth on the original Contract.

This Amendment is made effective once executed both parties below.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

TEXAS TRANSPORTATION
INSTITUTE

Mike Heiligenstein
Executive Director
Date: _____

Dennis L. Christiansen, PhD, P.E.
Agency Director
Date: _____

Attachment A: Scope of Work

Task 6. Performance Monitoring and Evaluation

Task 6.1. INRIX Data Processing

TTI will process one-minute disaggregated speed information using a private sector dataset purchased by CTRMA. The dataset represents travel speeds that were observed from September to November 2011 on a variety of major highways and arterials in the Austin region. Specifically, this task will incorporate the following steps for data assessment:

- Conflate and segment the network – connect the speed data to the existing established roadway network segments as defined by the TxDOT highway network and look-up tables from the Austin Traffic Management Center.
- Aggregate one-minute speed data up to 15-minute intervals for instances when statistical significance cannot be obtained.
- Link speeds to vehicular volume data using information collected from TxDOT's annual average daily traffic (AADT) counts, the local ITS infrastructure, and other sources.
- Derive distributions of travel speeds using VMT-weighted data.

The processing of speed data will support the evaluation of the MoPac Improvement Project and the HERO program.

Deliverable: Technical memorandum assessing the applicability of private sector data to performance measurement data requirements, and providing recommendations for additional acquisition of data for evaluations of the Mopac Improvement Project and HERO.

Task 6.2. MoPac Improvement Project Evaluation

TTI will provide technical expertise in the application of INRIX data to performance measures for the MoPac Improvement Project in order to evaluate corridor performance before, during and after construction. Using the January 2012 Performance Measures Primer (attached) as the basis, TTI will assess the applicability of September to November 2011 INRIX data to the performance measures defined in the Primer. The assessment will address the following:

- For each performance measure described in the primer, assess the feasibility of INRIX data to calculate the measure, including an identification of any issues related to data collection frequency (continuous or periodic sampling), coverage, granularity, and data reporting frequency.
- Identification of supplemental data needs to calculate performance measures identified in the primer.
- Identification of new measures not currently captured in the primer, specifically those related to performance of parallel arterials and Cesar Chavez/5th Street operations.

Deliverable: Technical memorandum documenting applicability of INRIX data to performance evaluation of the MoPac Improvement Project, including additional data needs and measures.



Performance Measures for the MoPac Improvement Project

Primer of Performance Measures and Related Data Elements

The scope of this primer is to outline the potential data elements that may be necessary to assess the performance of the MoPac Improvement Project in meeting the stated goals of the facility. Each goal is broken down into suggested performance measures with defined data elements required to conduct an evaluation. Most of the performance measures use inputs that are derivatives of basic data elements, such as speed, volume, and travel time. Within the description of each performance measure is a discussion on the possible data collection methodologies, the infrastructure necessary to collect data, and the analysis procedures to assess the performance. The level of involvement – rated as low, medium, or high involvement – is interpreted as the general level of resources necessary to provide specific measures.

In summary, the goals and performance measures for the MoPac Improvement Project are:

Goal #1: The MoPac Improvement Project (MIP) needs to improve travel reliability in the Express Lanes, especially for transit and emergency vehicles.

Performance Measures:

1. Transit Schedule Reliability
2. Emergency Vehicle Response
3. Buffer Index (BI)
4. Planning Time Index (PTI)
5. Days per Month Below Speed Threshold

Goal #2: The MoPac Improvement Project needs to be financially sustainable, by covering debt service and operations and maintenance costs.

Performance Measures:

1. Monthly Revenue
2. Ratio of Actual to Forecast Revenue
3. Violation Rate
4. Cost of Operation

Goal #3: The MoPac Improvement Project should maximize person throughput throughout the corridor.

Performance Measure:

1. Person Throughput

Goal #4: The operation of the MoPac Improvement Project needs to be understood and accepted by the public, including frequent and infrequent users from surrounding communities.

Performance Measures:

1. Customer Satisfaction Rating
2. Number of Complaints

Goal #5: The MoPac Improvement Project should have improved and reliable incident management response times for both the express and general purpose lanes.

Performance Measure:

1. Incident Clearance Time

Where applicable, the MoPac Improvement Project will be evaluated by tolling zone for the subject areas that can be properly assessed using data derived from the infrastructure. If the infrastructure is not capable of providing reliable data on a zone-specific level, the entire corridor will be assessed instead. The ITS infrastructure will have to be reviewed separately to examine whether sufficient

coverage exists to support the use of operational performance measures to automatically trigger changes (TxDOT Research 0-6396 <http://tti.tamu.edu/publications/catalog/record/?id=34982>).

The two tolling zones for the MoPac corridor are logical starting points for analysis sections:

- Parmer Lane to RM 2222
- RM 2222 to Cesar Chavez Street

However, the northern section may require further segmentation to isolate the effects of traffic loading and off-loading at US 183N.

Goal #1: The MoPac Improvement Project (MIP) needs to improve travel reliability in the Express Lanes, especially for transit and emergency vehicles.

The performance measures under this goal are:

1. Transit Schedule Reliability
2. Emergency Vehicle Response
3. Buffer Index (BI)
4. Planning Time Index (PTI)
5. Days per Month Below Speed Threshold

Transit Schedule Reliability

Target: Transit routes that operate on the MoPac corridor should have an on-time schedule performance, or schedule adherence, of 95% or greater.

On-time reliability for transit services, from a user perspective, can be measured best by evaluating the percentages of on-time arrivals and departures by transit stop. On-time performance can be evaluated by individual routes or by considering an entire system, however, considering reliability by route is preferred to assess what specific routes in a system are the most degraded in terms of service quality. The definition of an on-time arrival is when the actual occurrence of a transit stop is within the range of 2 minutes early to 5 minutes late compared to the time announced on the transit schedule. The extent of the range may vary by transit agency and mode of service. According to the latest data provided for October 2011 service, Capital Metro reported a system-wide on-time performance average of roughly 90%.

- **Data Collection (Low Involvement):** Capital Metro currently collects and publically reports on-time performance measures on a monthly basis by service provider (e.g. Star Transit, Veolia, First Transit, MetroAccess). Specific data by routes and stops is not publically available, likely because the sample size is too low to report statistically significant values. At least 100 observations are needed per route per month to make a valid statistic.
- **Infrastructure (Medium Involvement):** Reliability can be measured either by having fleet supervisors conduct random checks at bus stops throughout the operating day, having observers sit and record arrival times at select stops, or using GPS technology to map position and time data.
- **Analysis (Low Involvement):** The data analysis process is not intensive beyond compiling recorded observations or assessing GPS data. GPS data can be reviewed by considering heading (traveling in a specific direction for a route), location (latitude and longitude), and time. The values for latitude and longitude can be used to create a buffer to select the records for analysis that are near or at a bus stop.

Emergency Vehicle Response

Target: The percent of emergency vehicle trips responding to an incident that arrive within a 10-minute interval is greater than 90% of all trips using the MoPac corridor.

The City of Austin assesses the performance of their emergency medical services, in part, by calculating the response time of vehicles that are traveling to an incident. A 90% threshold for trips responding within a 10-minute window was established by the City of Austin when undergoing the budgeting process for fiscal year 2012.

- **Data Collection (Medium Involvement):** Data collection is primarily dependent upon cataloguing the incident and vehicle travel record logs. The incident logs should indicate as variables the time of the original call to the service center and the time that the vehicle arrived at the scene. Reporting accuracy by officials may be prone to error due to a tendency to mistake actual times. Another potential methodology may be to incorporate GPS devices to record start and end times for each trip, and to define the difference between times as the response time. In GPS instrumentation is used, additional consideration should be taken to create a process that will properly determine the correct start and end times for each trip.
- **Infrastructure (Low Involvement):** Infrastructure is minimal unless advanced GPS equipment is used to monitor vehicle movement in detail, which would include personnel and instrumentation costs.
- **Analysis (Medium Involvement):** The analysis is limited if the data collection methodology is primarily dependent upon incident logs, but additional scrutiny may be required to ensure data accuracy. A GPS-based approach may require the segmentation of trip data within a GIS-based environment to quantify response times.

Buffer Index

Target: The managed lanes need to have a buffer index of 10% or less.

The buffer index (BI) is a measure of travel reliability that can account for the variations with the distribution of travel times due to non-recurrent congestion. Traffic incidents, crashes, and the weather all account as causes of non-recurrent congestion. The BI is equivalent to the extra time travelers must add to their average travel time when planning trips. Specifically, the BI is defined as the ratio of the difference between the 95th percentile and average travel times to the average travel time. In summary, the computation of the BI can be explained in the following equation:

For a specific road section and time period :

$$\text{Buffer index (\%)} = \frac{95^{\text{th}} \text{ percentile travel time (minutes)} - \text{average travel time (minutes)}}{\text{average travel time (minutes)}}$$

- **Data Collection (Medium Involvement, depending on method):** The BI is primarily reliant on the travel time data element as an input parameter. Data for reliability measures can be captured through four primary techniques:
 - direct observations from continuous vehicle probes,
 - estimation from point-based detectors,
 - conducting floating car runs, or
 - using estimated computer simulation.

To interpret BI as a corridor-based measure, volume data should be incorporated to weight the travel times by frequency of use. A continuous dataset is preferential to gather a large enough sample size, transcending time periods, to produce statistically valid measures. For example, gathering data from a continuously-operated TMC with embedded sensors would be preferential to conducting numerous floating vehicle travel time runs to establish a large, significantly valid dataset for analysis.

The locations to install infrastructure supporting time-based performance measures can be tiered into the following three approaches, ordered by level of investment:

- Minimum: Short-term corridor studies performed
 - Preferred: Corridor studies done with added intermediate waypoints. For the MoPac corridor, this could potentially be at the termini of the tolling zones (as indicated in the introduction).
 - Optimum: Studies performed by corridor, but multiple start and endpoints are added to correspond directly to ingress/egress points.
- **Infrastructure (Medium Involvement, depending on method):** There are tradeoffs associated with the various data collection techniques. Using a floating car methodology with manual counts (recording the start and stop times of a vehicle passing through a corridor) does not require the use of extensive technology, but can be intensive in manpower to achieve the statistical coverage. Field technology can achieve greater coverage (automatic license plate readers and Bluetooth sensors) but require capital expenses for equipment and ongoing operations costs. Private sector data may be able to offer aggregate values for the corridor and avoids capital and operating expenses to the agency, but the data do not have the granularity to assess lane-level operations (important for distinctions between express and general purpose lanes) due to GPS data accuracy.
 - **Analysis (Medium Involvement):** Calculating the BI will require some intermediate data analysis because the format of the data will likely be more detailed than what is needed for calculation. Probe data will need to be associated with roadway links and aggregated by specified time periods. Point-based detector data requires link-based travel times to be estimated for each time period of analysis. Quality assurance is also an important step to ensure data validity. The buffer index can be measured by length of the entire corridor to capture trip-based characteristics.

Planning Time Index

Target: The managed lanes need to have a planning time index of 1.05 or less.

The planning time index (PTI) represents how much total time a traveler should allow for ensuring on-time arrival, as opposed to additional time represented from the BI. PTI is useful because it can be compared to the travel time index. The difference between the PTI and the travel time index is the use of the 95th percentile travel as opposed to the average travel time. The PTI is usually greater than the BI because the PTI is influenced more by non-recurrent congestion. Data can be aggregated by peak hour, peak time period, and daily time periods. The formal equation to compute the PTI is:

For a specific route/trip and time period :

$$\text{Planning time index (no units)} = \frac{\text{95}^{\text{th}} \text{ percentile travel time}}{\text{free - flow travel time}}$$

- **Data Collection (Medium Involvement):** Data collection procedures are similar to those used for the buffer index.
- **Infrastructure (Medium Involvement):** Infrastructure requirements are similar to those used for the buffer index.
- **Analysis (Medium Involvement):** Analysis procedures are similar to the buffer index. Once the distribution of travel times is established for a segment, corridor, or system, the PTI equation can be applied. The planning time index can be measured by length of the entire corridor to capture trip-based characteristics.

Days per Month below Speed Threshold

Target: The speed in the managed lanes should not fall below 50 mph for a time period of greater than 15 minutes. The speed threshold should not be breached for more than one day during a month of operation.

The concept of assessing the number of days per month operating below a set speed threshold is meant to capture a measure of travel reliability that is more readily understood by the traveling public. It can be easier to grasp the notion of days of unsatisfactory performance, as opposed to a dimensionless buffer or planning time index. This measure can be best captured through aggregating data by tolling zone to evaluate where degradation exists in the corridor.

Required Basic Data Elements: Speed

- **Data Collection (Medium Involvement):** The data collection effort would require collecting a series of travel speeds for a longitudinal time period.
- **Infrastructure (Medium Involvement):** The use of spot speed studies may not require intensive infrastructure, but the approach may not yield a large dataset that can have observations during all time periods. Preferably, embedded sensors in the facility can continuously capture and catalog speed data.
- **Analysis (Low Involvement):** The analysis of data would necessitate the averaging of speed by 5 or 15-minute intervals for all the days of operation in a month.

Goal #2: The MoPac Improvement Project needs to be financially sustainable, by covering debt service and operations and maintenance costs.

The performance measures under this goal are:

1. Monthly Revenue
2. Ratio of actual to forecast revenue
3. Violation Rate
4. Cost of Operation

Monthly Revenue

Target: The monthly revenue for the MoPac Improvement Project should be greater than the total costs on a monthly basis.

Monthly revenue is a basic performance measure that can be used in an assessment of financial sustainability. Revenue reports can be used over time to evaluate the utilization of a tolled facility as well as the functionality of a toll collection system.

- **Data Collection (Low Involvement):** The data collection process used to determine monthly revenue is relatively simple and is usually based on the output of a standard back office for a tolling operation. Data can be aggregated by month, day, week, time period, and direction of travel.

- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to principally collect toll revenue.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records. Monthly revenue can either be reported as a representative figure for the entire corridor or by tolling segment, which in the case of MoPac can be the two tolling segments that are delineated by RM 2222.

Ratio of Actual to Forecast Revenue

Target: The ratio of actual to forecast revenue for the MoPac Improvement Project should be greater than 1.0.

A measure of financial forecast accuracy can be captured by evaluating the ratio of actual to forecast revenue. If a project exceeds revenue projections, the value of the ratio will be higher than 1.0 and a project that does not meet expectations will have a ratio of less than 1.0.

- **Data Collection (Low Involvement):** The data collection process for actual to forecast revenue ratios is essentially the same as collecting revenue data, in addition to incorporating revenue forecasts for future fiscal years.
- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to principally collect toll revenue.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records.

Violation Rate

Target: The toll violation rate for the MoPac Improvement Project should be less than 10%.

The toll violation rate is one measure that assesses the effectiveness of a tolled facility to collect revenue. A facility that has a high compliance rate amongst users will tend to have a lower violation rate because users would be more apt to equip their vehicles with transponders and follow toll regulations. The lower the violation rate, the higher the probability that the tolled facility will be financially sustainable and be able to meet its debt service requirements along with operations and maintenance costs.

- **Data Collection (Low Involvement):** The data collection process used to determine the violation rate is relatively simple and is usually based on the output of a standard back office for a tolling operation. Data can be aggregated by month, day, week, time period, and direction of travel.
- **Infrastructure (Low Involvement):** No additional infrastructure is needed beyond what is already in place to collect toll revenue. Since the MoPac Express Lanes are expected to be separated from the general purpose lanes with a physical pylon buffer, the access between the express and general purpose lanes will be fairly limited. Therefore, violation can either be reported by tolling segment (which would result in two values for each direction of travel) or for the entire length of the corridor.
- **Analysis (Low Involvement):** The costs to support data analysis are dependent upon the time for manpower to extract and compile the appropriate records.

Cost of Operation

Target: The annual operation and maintenance costs to support the MoPac improvement project should not be greater than annual revenue.

The operation cost for a tolled facility is a component measure that can be used to assess financial feasibility for a project. Operation costs are typically inclusive of the maintenance and operations costs, outside of debt service, used to support a facility.

- **Data Collection (Low Involvement):** Information on the cost of operations can be retrieved from the receipts of services paid and rendered from the comptroller's office.
- **Infrastructure (Low Involvement):** No infrastructure is needed for this measure, beyond what capability exists in the comptroller's office.
- **Analysis (Low Involvement):** No detailed analysis is needed beyond typical quarterly or annual reports as required by a board of directors from an authority.

Goal #3: The MoPac Improvement Project should maximize person throughput throughout the corridor.

The performance measure under this goal is person throughput.

Person Throughput

Target: The person throughput in the managed lanes needs to be less than an average of 5,700 per day.

Person throughput is a measure of performance that assesses, as a whole, the number of people served by a facility or a system regardless of particular travel mode used. The measure is commonly calculated by conducting vehicle occupancy counts to gather a sample of the number of passengers per vehicle per mode (since knowing the number of all the passengers within a vehicle is limited by currently applied technology) and multiplying that figure by the number of vehicles by detected mode. People riding transit are usually counted by factoring the number of detected transit vehicles by the average ridership per route, typically given in an operations report.

- **Data Collection (Medium Involvement):** Data collection is dependent upon the ability to count the number of people and vehicles traveling through a corridor. The only common source to collect vehicle person occupancy data is from manual observation, no commercially available equipment or third parties currently provide data. Factors that can complicate the collection of vehicle occupancy data include window tinting, sun angles, vehicle height, vehicle speed, and ability to see passengers in the back seat.
- **Infrastructure (High Involvement):** Vehicle occupancy counts are necessary to measure person throughput for a facility, which would include program support of time for physical observers to record observations. Periodic observations can be made during peak time periods of different days within the same week or month (a minimal approach). Additional data collection can be done to capture a 24-hour continuous operation cycle (an optimum approach). The preferred timeframe to collect vehicle occupancy data would be to conduct visual counts for multiple time periods. Information on vanpools can be summated from operation reports, whether using either monthly or quarterly aggregated data. Gathering basic vehicle detection information would be the same as collecting other vehicle occupancy-based data elements. In the case of MoPac, only two locations for vehicle occupancy counts are needed because movement between the express and general purpose lanes is fairly restrictive, except for an ingress/egress point at RM 2222. The two locations should include one that is south of RM 2222 and one that is north of RM 2222 – to capture the two different toll segments.
- **Analysis (Medium Involvement):** The analysis to compute a person throughput measure would be centered on the process of factoring vehicle occupancy counts by designated mode (e.g. SOV, HOV, vanpool, transit) by the volume detected for each mode. This measure can be assessed by length of the entire corridor to capture macro-level traveler characteristics.

Goal #4: The operation of the MoPac Improvement Project needs to be understood and accepted by the public, including frequent and infrequent users from surrounding communities.

The performance measures under this goal are:

1. Customer Satisfaction Rating
2. Number of Complaints

Customer Satisfaction Rating

Target: The customer satisfaction rating from users of the MoPac Improvement Project should have an 85% or higher approval rating.

The satisfaction rating as deemed from users of the facility is a good measure of assessing public acceptance. The rating enables agencies to effectively evaluate the degree of acceptance from the public, which can often be hard to quantitate personal opinion into a value.

- **Data Collection (Medium Involvement):** The data collection method most commonly applied to measure customer satisfaction is the survey. In the case of the MoPac Improvement Project, a survey may either be mailed directly to user addresses (either to all or some individuals in a location, or using the toll transaction registry) or advertised and posted on an internet address.
- **Infrastructure (Medium Involvement):** The infrastructure required to support the measure has to either be suitable to handle either large volumes of mail (if the survey is physical and returned), or electronic server space (if the survey is web-based).
- **Analysis (Medium Involvement):** The level of analysis is dependent upon the capability to enter survey responses either by hand or through an electronic system.

Number of Complaints

Target: The number of complaints for the MoPac Improvement Project should not come from more than 10% of the total users of the project.

The number of complaints registered with the operator of the MoPac Improvement Project is a fairly broad measure of assessing customer satisfaction, which compares the number of discontented users to total users.

- **Data Collection (Low Involvement):** The data collection techniques used to measure the number of complaints may include either issuing a paper-based or web-based survey. The survey would be available to the public as a means to allow users to voice their concerns to the operator.
- **Infrastructure (Low Involvement):** The infrastructure to support the measure has to either be suitable to handle either large volumes of mail (if the survey is physical and returned), or electronic server space (if the survey is web-based).
- **Analysis (Low Involvement):** The level of analysis is minimal, and only the raw number of complaints needs to be counted and reported.

Goal #5: The MoPac Improvement Project should have improved and reliable incident management response times for both the express and general purpose lanes.

The performance measure under this goal is incident clearance time.

Incident Clearance Time

Target: The average incident clearance time in the corridor needs to be less than 20 minutes for property damage only incidents and 40 minutes for incidents with reported injuries (excluding fatalities).

The incident clearance time is defined as the amount of time from when an incident for an inoperable vehicle (or debris) is first reported until the vehicle is removed from the scene and traffic is permitted to flow freely.

- **Data Collection (Medium Involvement):** Sources of data to determine the incident clearance time include: manual aggregation of incident records (for start and end time variables), reporting from an automated function of a TMC, and purchased reports from a third party vendor. The costs to collect and validate data are dependent upon the amount of manpower used to determine the appropriate records for analysis and to extract information. Certain incident records may be erroneous or lacking significant detail, potentially requiring more time for validation. Data can be aggregated by specific timeframe; potentially bounded by peak time period (minimal approach), multiple time periods (preferred approach), or on a continuous 24-hour cycle (optimum approach).
- **Infrastructure (Low Involvement):** No major physical infrastructure is required.
- **Analysis (Medium Involvement):** Analysis is primarily dependent upon the ability to quantify key variables (the start and end time per individual incident) from the incident reports into a single dataset. If the information is missing or deficient from the records, additional manpower and resources may be required to compute the incident response times. The time to check for data quality may be considerable. Crash rates can also be shown by vehicle class and time period. Special data aggregation can be done to show performance under certain operating rules (e.g. time period for 50% discount for HOV-2).

ATTACHMENT B: Fee Estimate

Task Description	Fee
INRIX Data Processing	\$20,500
MoPac Improvement Project Evaluation	\$17,000
TOTAL	\$37,500

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

RESOLUTION NO. 12-055

**APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION FOR A PILOT PROGRAM TO STUDY
REVENUE-NEUTRAL VARIABLE PRICING STRATEGIES ON 183A
TO REDUCE DOWNSTREAM CONGESTION.**

WHEREAS, the Texas Transportation Commission issued Minute Order Number 110916 at its January 2012 meeting, authorizing the Mobility Authority to enter into an advanced funding agreement (AFA) with TxDOT for a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion; and

WHEREAS, the Executive Director and TxDOT staff have discussed and agreed to a proposed AFA for that purpose; and

WHEREAS, the Executive Director recommends approval of the proposed AFA attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed AFA is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed AFA 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 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 12-055
Date Passed: 08/29/2012

EXHIBIT 1 TO RESOLUTION 12-055

PROPOSED ADVANCED FUNDING AGREEMENT WITH TxDOT

[on the following 11 pages]

STATE OF TEXAS §
COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
VALUE PRICING PILOT PROGRAM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the "State", and Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the "Local Government."

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Value Pricing Pilot program. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 110916, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, which is attached to and made part of this agreement as Attachment A.

The Local Government shall perform all work for this project in accordance with the FHWA 10/19/10 notice (75 Fed. Reg. 201) soliciting Value Pricing Pilot Program (VPPP) applications meeting certain guidelines set forth in that notice and per VPPP guidelines as defined by Section 1012(b) of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Public Law 102-240, as amended by section 1216(a) of the Transportation Equity Act for the 21st Century (TEA-21), and section 1604 (a) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA- LU), Pub. L. 109-59 (8/10/05).

NOW THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1 Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business five years from date of final execution.

2 Scope of Work

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

3 Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent

(100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D. The Local Government will be responsible for all non-federal and non-state participation costs associated with the Project, including any overruns in excess of the approved local Project budget. If the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E. The State will not pay interest on any funds provided by the Local Government.
- F. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. These funds may only be applied to the Project. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. After final Project accounting, if excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- H. If the Project has been approved for a fixed price or incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the fixed price or the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4 Termination

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

5 Amendments

Amendments to this agreement shall be in writing and shall be executed by both parties.

6 Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

7 Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State of Texas:	Local Government:
Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701	Central Texas Regional Mobility Authority Attention: Executive Director 301 Congress Avenue, Suite 650 Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8 Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

9 Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

10 Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

11 Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the State, the Local Government shall furnish the State with satisfactory proof of its compliance with this Article.

12 Sole Agreement

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

13 Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14 Procurement and Property Management Standards

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

15 Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Government. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16 Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation (DOT) as they relate to non-discrimination, 49 CFR Part 21 and 23 Part 200, and with Executive Order 11246, as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17 Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

18 Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19 Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20 Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

21 Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing

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Code Chart 64 # 60432
Project: VPPP: 183A Downstream Impacts
Federal Highway Administration
CFDA # 20.200
Not Research and Development

shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

22 Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director

FOR THE STATE OF TEXAS

By _____ Date _____
Janice Mullenix
Director of Contract Services

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Code Chart 64 # 60432
Project: VPPP: 183A Downstream Impacts
Federal Highway Administration
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Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

(RESOLUTION OR ORDINANCE IS ATTACHED AND MADE A PART OF THIS AGREEMENT.)

ATTACHMENT B SCOPE OF WORK

The Local Government shall implement a pilot to study the feasibility and merits of converting the existing flat toll price on the 183A Toll Road to a variable (or time-of-day) pricing strategy to improve downstream congestion while remaining revenue-neutral. The Local Government has identified several "Go / No-Go" decision points within the project to assess the likelihood of success of the project to achieve its goals. If for any reason, the Local Government decides to No-Go, (stop the pilot project), all project costs up to the time of the No-Go decision, will be reimbursed at 80% of the expended costs. Any No-Go decision will not be arbitrary, rather based on professional opinion of the data available at the time of the decision point.

A written Notice to Proceed (NTP) will be required before any services can be performed. The Notice to Proceed may only be authorized by TxDOT's Project Manager or higher level of authority. The Notice to Proceed will include a work plan for the tasks requested, maximum amount payable, and will specify an initiation and completion date.

Task 1: Stated Preference Survey

The Local Government shall perform a detailed customer survey that will seek to identify how many current and potential users have flexible schedules and could possibly adjust their travel times. The study will determine the differential in toll prices required to influence driver behavior. The study will continue if the survey determines that a sufficient number of current or potential customers that have the ability to change their travel times to affect a measureable change in peak period traffic and that a reasonable differential in the toll price can achieve the change. However, a No-Go decision may be made that will stop the project if the survey clearly determines that insufficient current and potential customers have flexible travel times to affect a measureable change in the peak period traffic or the required differential in toll prices necessary to create change in driver behavior is unachievable.

- Estimated Cost: \$376,500
- Deliverables: Within six (6) months from NTP, the Local Government shall deliver the results of the Stated Preference Survey and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

Task 2: Origin & Destination Study (O&D)

The Local Government shall perform a study to determine if a sufficient number of 183A customers also travel on US-183 and MoPac/Loop 1 to measurably impact downstream congestion. The study will continue if the O&D study produces positive results and there is a positive outcome of the Stated Preference Survey as indicated above. However, a No-Go decision may be made that will stop the project if the O&D study clearly indicates that an insufficient number of 183A drivers travel on US-183 and MoPac/Loop 1 to measurably impact downstream congestion.

- Estimated Cost: \$210,000
- Deliverables: Within nine (9) months from NTP, the Local Government shall deliver the results of the Origin and Destination Study and the accompanying Go/No-Go evaluation, part of which will be completed current with Task 1 above. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

Task 3: Network Modeling

The Local Government shall perform Network Modeling to examine the potential outcomes of variable toll pricing on the 183A Toll Road. Results will be used to derive the toll levels to test and to determine the most effective stakeholder communication/public education strategies to promote acceptance of a pilot implementation of the new pricing scheme. The toll pricing structure must be revenue neutral at a price that is acceptable to the Local Government and its traffic and revenue consultant for meeting financial obligations. The Local Government will conduct an evaluation of the toll pricing structure versus the ability to meet financial obligations. If the result is positive then the project will continue. If the result is negative then a No-Go decision may be made that will stop the project.

- Estimated Cost: \$249,000
- Deliverables: Within thirteen (13) months from NTP, the Local Government shall deliver the results of the Network Modeling / Pricing Study and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

Task 4: Field Trial

The Local Government will implement a six-month minimum Field Trial of the new variable pricing structure (peak/off-peak) with ongoing monitoring of travel behavior and traffic volumes. Monitoring of traffic and revenue will occur on the 183A Toll Road and traffic will be monitored on US-183 and MoPac/Loop 1. During the trial, the revenue generated must be revenue neutral or slightly positive compared to pre-trial figures, or a decision may be made to adjust the tolls or discontinue the six-month field trial. When sufficient data is collected, the Local Government will perform an evaluative analysis to determine: how motivated existing and proposed users of the 183A Toll Road are in taking advantage of price incentives; change in traffic on US-183 and MoPac/Loop1 as a result of the change in toll pricing on upstream 183A; potential mitigating strategies to improve results if the project appears feasible.

- Estimated Cost: \$548,015
- Deliverables: Within twenty-five (25) months from NTP, the Local Government shall deliver the results of the Value Pricing Field Trial and the accompanying Go/No-Go evaluation. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

Task 5: Recommendation

Upon conclusion of the field trial, a recommendation shall be presented to the CTRMA Board of Directors as to whether the pilot variable pricing structure for 183A will be made permanent. The insights derived from the pilot project will not only provide the necessary evaluation for possible implementation of a new variable pricing structure on the 183A Toll Road, but will also provide information that may warrant investigation of this approach on other tolled facilities in Austin and other metropolitan areas.

- Estimated Cost: \$142,015
- Deliverables: Within twenty-nine (29) months from NTP, the Local Government shall complete the evaluation process; provide documentation of the evaluation and present a recommendation to the CTRMA Board of Directors regarding the continuation of variable priced tolling for 183A. Throughout the duration of the project, the Local Government shall provide monthly work progress reports on the progress of work that corresponds to project charges being billed the same month.

**ATTACHMENT C
 PROJECT BUDGET ESTIMATE**

**NON-CONSTRUCTION AFA
 LG PERFORMS WORK, COST SPLIT**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Value Pricing Pilot Program (by Local Government)	\$1,525,530	80%	\$1,220,424	0%	\$0	20%	\$305,106
Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$1,525,530	80%	\$1,220,424	0%	\$0	20%	\$305,106

Payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

1. The Local Government shall issue an authorized and approved invoice with supporting work progress reports each month as the work is completed. This includes:
 - a. an invoice for 80% of the total work performed each month;
 - b. a monthly progress report that substantiates 100% of all work performed (the 20% of work performed but not invoiced to TxDOT is the Federally-required match provided by the Local Government); and
 - c. copies of all payments made to contractors, consultants, etc. for the month that are reflected in the invoice to TxDOT.
2. The Local Government shall email invoices and all attachments to email addresses to be provided by TxDOT's Austin District.

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

RESOLUTION NO. 12-056

**APPROVING NEW WORK AUTHORIZATIONS WITH EXISTING VENDORS TO
CONDUCT A PILOT PROGRAM TO STUDY REVENUE-NEUTRAL VARIABLE
PRICING STRATEGIES ON 183A TO REDUCE DOWNSTREAM CONGESTION.**

WHEREAS, the Mobility Authority has obtained funding to undertake and conduct a pilot program to study revenue-neutral variable pricing strategies on 183A to reduce downstream congestion, referred to as the variable pricing pilot program, or "VPPP;" and

WHEREAS, the Mobility Authority has contracts with existing vendors including HNTB Corporation, MSX International, Inc., Stantec Consulting Services, Inc., Telvent USA Corporation, and other existing vendors (collectively, the "Consultants") qualified to provide the professional services needed to conduct the VPPP, and the proposed services are within the scope of services previously established by the Consultant's respective contracts with the Mobility Authority; and

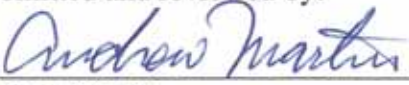
WHEREAS, the Executive Director and the appropriate Consultants will use new work authorizations or similar agreements to establish the cost and scope of services needed to conduct the VPPP, at a total cost not to exceed \$1,525,530, the estimated total cost of the VPPP as set forth in the "*Non-Construction Advance Funding Agreement Value Pricing Pilot Program*" between the Mobility Authority and the Texas Department of Transportation; and

WHEREAS, the Executive Director recommends using the Consultants to conduct the VPPP.


NOW THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to negotiate and execute appropriate work authorizations or similar agreements under existing contracts with the Consultants as necessary or desirable to conduct the VPPP; provided, however, that the maximum cost to the Mobility Authority of conducting all phases of the VPPP to completion shall not exceed \$1,525,530.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

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: 12-056
Date Passed: 08/29/2012

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

RESOLUTION NO. 12-057

**APPROVE AN INTERLOCAL AGREEMENT AUTHORIZED BY THE CITY OF
AUSTIN RELATING TO SOUND WALL CONSTRUCTION ON CITY RIGHT OF WAY
FOR THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, development of the MoPac Improvement Project will include certain sound walls to minimize traffic noise in abutting neighborhood; and

WHEREAS, Sound Wall 3, as shown on the current plans for the Mopac Improvement Project, will be located within City of Austin right-of-way for Great Northern Boulevard, on the east side of Loop 1 starting just north of Northland Drive (RM 2222) and continuing northward to Mohawk Road; and

WHEREAS, staff for the Mobility Authority and the City of Austin have negotiated an interlocal agreement that sets out the parties' respective obligations with respect to Sound Wall 3 and other matters related to the MoPac Improvement Project; and

WHEREAS, the Austin City Council has approved the agreement attached as Exhibit 1; and


WHEREAS, the Executive Director recommends that the agreement attached as Exhibit 1 be approved by the Board.

NOW THEREFORE, BE IT RESOLVED that interlocal agreement attached as Exhibit 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the agreement 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 29th day of August, 2012.

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: 12-057
Date Passed: 08/29/2012

Exhibit 1

INTERLOCAL AGREEMENT FOR SOUND WALL 3

[on the following 6 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2012, by and between the CITY OF AUSTIN (the “City”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Mobility Authority”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City of Austin is a Texas home-rule municipal corporation, operating pursuant to the Austin City Charter adopted by its citizens; and

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370, Texas Transportation Code; and

WHEREAS, the Mobility Authority’s goals include improving mobility within Travis and Williamson counties, and to further that goal, the Mobility Authority has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate a transportation project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (“MoPac”) between Parmer Lane and Cesar Chavez Street (the “MoPac Improvement Project,” or “Project”); and

WHEREAS, the City and the Mobility Authority have the authority under Chapter 791, Government Code, and Chapter 370, Transportation Code, to enter into this Agreement for the performance of governmental functions and services in connection with the construction by the Mobility Authority of a transportation project;

WHEREAS, the Texas Department of Transportation (“TxDOT”), in coordination with the Mobility Authority, is conducting an environmental study on the MoPac Improvement Project, and construction of sound walls along the project corridor has been considered as part of that study; and

WHEREAS, the Mobility Authority proposes to construct sound walls along the project corridor within TxDOT right-of-way, with those sound walls to be maintained by TxDOT in accordance with provisions of a project development agreement to be executed by the Mobility Authority and TxDOT before beginning construction of the Project; and

WHEREAS, the Mobility Authority has proposed construction of a sound wall (“Sound Wall 3”) immediately east of Loop 1 and the Union Pacific Railroad right-of-way in City right-of-way for Great Northern Boulevard, starting just north of Northland Drive (RM 2222) and continuing northward to Mohawk Road (the “ROW”); and

WHEREAS, construction of Sound Wall 3 in the ROW is supported by the City and by affected property owners, and will benefit citizens and residents of the City, particularly the residents east of Loop 1 where Sound Wall 3 will be constructed; and

WHEREAS, by Resolution No. 20111103-032, approved November 3, 2011, the Austin City Council approved construction of Sound Wall 3 in the ROW and authorized the City Manager to negotiate an appropriate agreement to construct Sound Wall 3 in the ROW; and

WHEREAS, the Parties agree it is mutually beneficial to set forth in this Agreement their respective obligations concerning the use of the ROW for Sound Wall 3.

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

A. 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 adopted by their respective governing bodies, and that this Agreement will be in full force and effect when executed by both Parties.

B. ACTION

1. **Obligations of the Mobility Authority.** (a) The Mobility Authority, acting through its contractor(s) and at its sole cost, shall construct Sound Wall 3 in the ROW generally as depicted in Exhibit A. The exact limits, location, and design of Sound Wall 3 within the ROW shall be determined in the discretion of the Mobility Authority and shall comply with applicable City of Austin regulatory and permitting requirements for construction located in the ROW, but shall in all events be generally consistent with the plans shown as Exhibit A. To the extent the Mobility Authority determines it is necessary or convenient in connection with the construction of Sound Wall 3, the Mobility Authority may remove or alter landscaping, paving, shrubbery and other vegetation, irrigation systems, and other improvements and natural features in the ROW near the proposed location of Sound Wall 3. Notwithstanding the foregoing, the Mobility Authority shall make reasonable efforts to protect and not remove or otherwise disturb any utility lines and related utility improvements in the ROW. With respect to any public property in the ROW that is damaged as a result of the construction of Sound Wall 3, including utility lines and related structures, the Mobility Authority shall restore or repair and place that property as nearly as practicable in the condition existing immediately prior to the damage caused by the construction.

(b) After the completion of the construction of Sound Wall 3 and any necessary restoration of utility lines and related structures or damaged public property, the Mobility Authority shall provide notice of such completion to the City. When all work has been completed in accordance with the plans and specifications approved by the City in accordance with applicable regulatory and permitting requirements, the City shall accept Sound Wall 3 for ownership and maintenance, and the Mobility Authority shall assign to the City its rights under any contractor's warranty provided to the Mobility Authority. After the notice required by this subparagraph is provided to the City, the Mobility Authority shall have no continuing duty or obligation to maintain, repair, or replace either Sound Wall 3 or any other improvement or natural feature in the ROW.

(c) The Mobility Authority, as a part of the Project and at its sole cost, agrees to plant trees in TxDOT right-of-way east of Loop 1 between Hancock Drive and Northland Drive to provide a buffer and screening that benefits the Austin Memorial Park Cemetery. The trees shall be planted in available and suitable space in TxDOT right-of-way, in accordance with a final landscaping design approved by the Mobility Authority after coordinating with the City, TxDOT, and the Texas Historic Commission regarding the type of trees, spacing, and planting requirements necessary to prevent an adverse impact on character-defining landscape features that contribute to the significance of the Austin Memorial Park Cemetery.

2. **Obligations of the City.** (a) The City acknowledges that it has reviewed and approved the general location of Sound Wall 3 as depicted in Exhibit A. The City consents to the removal or alteration of landscaping, paving, shrubbery and other vegetation, irrigation systems, and other improvements and natural features in the ROW pursuant to section B(1)(a) of this Agreement.

(b) After the notice of completion required by section B(1)(b) is provided to the City by the Mobility Authority, the City shall have the responsibility to maintain, repair, or replace Sound Wall 3 and any improvements or natural features in the ROW in accordance with its standard practices for maintenance, repair, and replacement of improvements within its ROW.

3. **Responsibility for Liability.** To the extent allowed by Texas law, the City agrees that it is responsible to the exclusion of any such responsibility of the Mobility Authority for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. To the extent allowed by Texas law, the Mobility Authority agrees that it is responsible to the exclusion of any such responsibility of the City for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act. In the event of the joint and concurrent negligence of both Parties, responsibility for liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City or the Mobility Authority under Texas law and without waiving any defenses of the Parties under Texas law.

C. GENERAL PROVISIONS

4. **Notice.** All notices and other communications required or permitted hereunder or which any Party may desire to give, shall be in writing 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 (2) business 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, addressed to such

Party at the respective addresses set forth below, or to such other address as each Party may from time to time designate by written notice to the other to the following:

City: City of Austin
Attn: City Manager
P.O. 1088
Austin, TX 78646-0319

Mobility Authority: Central Texas Regional Mobility Authority
Attn: Executive Director
301 Congress Avenue, Suite 650
Austin, Texas 78701

5. **Prior Written Agreements.** This Agreement is the complete agreement by and between the parties on the subject matter of the Agreement. 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.
6. **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.
7. **Limitations of Liability.** Nothing in this agreement shall be construed to place any liability on the City, the Mobility Authority, or the Mobility Authority's contractor(s) for personal injury or property damages to a third party alleged or proven to result from the construction of Sound Wall 3.
8. **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.
9. **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.
10. **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.

11. 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.

City of Austin

Central Texas Regional Mobility Authority

By: _____
[Name and Title]

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority

EXHIBIT A
SCHEMATIC DESIGN FOR CONSTRUCTION OF SOUND WALL 3
AND
BOUNDARIES OF CITY RIGHT-OF-WAY

[TO BE ATTACHED]

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

RESOLUTION NO. 12-058

**APPROVE AN INTERLOCAL AGREEMENT AUTHORIZED BY THE CITY OF
AUSTIN TO PROVIDE \$100,000 FROM CITY FUNDS TOWARDS THE COST OF THE
MOPAC IMPROVEMENT PROJECT.**

WHEREAS, the Mobility Authority is proceeding with development of the MoPac Improvement Project to improve mobility and traffic congestion on this primary north-south corridor through the City of Austin; and

WHEREAS, the City of Austin City Council has offered financial support and assistance towards costs incurred by the Mobility Authority in designing the MoPac Improvement Project from the proceeds of the Austin 2010 Proposition 1 Mobility bond funds; and

WHEREAS, staff for the Mobility Authority and the City of Austin have negotiated an interlocal agreement that sets out the parties' respective obligations concerning financial support provided by the City of Austin; and

WHEREAS, the Austin City Council has approved the financial support agreement attached as Exhibit 1; and


WHEREAS, the Executive Director recommends that the financial support agreement attached as Exhibit 1 be approved by the Board.

NOW THEREFORE, BE IT RESOLVED that financial support agreement attached as Exhibit 1 is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the financial support agreement 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 29th day of August, 2012.

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: 12-058
Date Passed: 08/29/2012

Exhibit 1

FINANCIAL SUPPORT AGREEMENT

[on the following 3 pages]

FINANCIAL SUPPORT AGREEMENT

This Agreement is made by and between the City of Austin (the "City"), and the Central Texas Regional Mobility Authority (the "Mobility Authority") for the purpose of providing financial support for the development of the proposed MoPac Improvement Project, as described below.

RECITALS

The parties acknowledge the following:

A. The Mobility Authority is a regional mobility authority 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"). City is a Texas home-rule municipal corporation, operating pursuant to the Austin City Charter adopted by its citizens.

B. The Mobility Authority's goals include improving mobility within Travis and Williamson counties. To further that goal, the Mobility Authority has exercised its option pursuant to Section 228.0111 of the Texas Transportation Code to develop, construct, and operate a proposed toll project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) between Parmer Lane and Cesar Chavez Street (the "MoPac Improvement Project"). The MoPac Improvement Project is included in the 2035 Transportation Plan approved by the Transportation Policy Board of the Capital Area Metropolitan Planning Organization ("CAMPO") on May 24, 2010 and is consistent with the Statewide Transportation Plan.

C. City is authorized to participate in the design and development of the MoPac Improvement Project through expenditure of money from any source.

D. Among those who will significantly benefit from the design and development of the MoPac Improvement Project are citizens and residents of the City, particularly residents in neighborhood that abut MoPac where sound walls will be constructed to ameliorate traffic noise.

E. The City and the Mobility Authority have the authority under Chapter 791, Government Code, and Chapter 370, Transportation Code, to enter into this Agreement for the performance of governmental functions and services in connection with financing and construction by the Mobility Authority of a highway transportation project.

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. City will provide financial support to the Mobility Authority and to the MoPac Improvement Project from proceeds of the Austin 2010 Proposition 1 Mobility bond funds in the total amount

of \$100,000.00. Funds provided under this Agreement will be used by the Mobility Authority to directly pay, or to reimburse the Mobility Authority for its previous expenditures made, the following costs incurred in connection with the financing and construction of the MoPac Improvement Project:

- (a) \$25,000.00, to be applied towards the cost of detailed sub-corridor operational modeling being provided to the Mobility Authority by CDM Smith, formerly known as Wilbur Smith and Associates (“CDM Smith/WSA”), including evaluation of the southbound 5th St / Cesar Chavez weave, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit A to this Agreement; and
- (b) \$75,000.00, to be applied towards preparation of a Context Sensitive Design guideline development package for sound walls, new structures, and improvements at local street intersections and crossing being provided to the Mobility Authority by HNTB, as more fully described in the SERVICES TO BE PROVIDED BY THE ENGINEER attached and incorporated as Exhibit B to this Agreement.

2. All funds provided by the City under paragraph 1 are made from current funds available to and committed by the City from proceeds of the Austin 2010 Proposition 1 Mobility bond funds and are not subject to future discretionary action by the City Council. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the MoPac Improvement Project and will be used to secure funding for project construction, and that contractors, rating agencies, capital markets and capital markets participants, and other third parties will act in reliance on the availability of these funds as reflected herein. The parties further recognize and acknowledge that the funds committed herein may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of those funds.

3. All funds provided by the City under paragraph 1(a) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by CDM Smith/WSA, in accordance with the contract between the Mobility Authority and CDM Smith/WSA for services described in Exhibit A.

4. All funds provided by the City under paragraph 1(b) shall be paid by the City to the Mobility Authority no later than 30 calendar days after the date the Mobility Authority delivers to the City a copy of the final report produced by HNTB, in accordance with the contract and work authorization between the Mobility Authority and HNTB for services described in Exhibit B.

5. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

6. This is the complete agreement by and between the parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the parties to each other, written or oral, concerning the subject matter of this Agreement.

7. This Agreement may be modified only by a writing duly executed by each of the parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the parties unless made in writing and duly executed by each of the parties.

8. This Agreement shall be effective from the date indicated below until all funds payable by the City to the Mobility Authority under this Agreement have been paid, or until December 31, 2012, whichever date is earlier.

9. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

City of Austin

Central Texas Regional Mobility Authority

By: Robert Goode, Assistant City Manager
City of Austin

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority

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

RESOLUTION NO. 12-059

**DECLARE CERTAIN PERSONAL PROPERTY OF THE MOBILITY AUTHORITY
AS SALVAGE OR SURPLUS PROPERTY SUBJECT TO DISPOSAL.**

WHEREAS, certain personal property owned by the Mobility Authority has, through use, time, or accident, become so damaged, used, consumed, or outmoded that it has little or no value, or is not currently needed and is not required for the foreseeable needs of the Mobility Authority; and

WHEREAS, this salvage and surplus property owned by the Mobility Authority may be disposed of under policies adopted by the Board in the Mobility Authority Policy Code; and


WHEREAS, the Executive Director recommends that the personal property identified in the attached Exhibit 1 be designated as salvage and surplus property for disposition under the Mobility Authority Policy Code.

NOW THEREFORE BE IT RESOLVED that the Mobility Authority personal property identified by Exhibit 1 is hereby designated as salvage and surplus property; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to dispose of that salvage and surplus property in a manner consistent with the Mobility Authority Policy Code.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

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: 12-059
Date Passed: 08/29/2012

Exhibit 1

MOBILITY AUTHORITY SALVAGE AND SURPLUS PROPERTY

[on the following 3 pages]

	A	B	C	D	E	F
1	# of items	Manufacturer	Item	Model #	Inventory #	Estimated Value
2	9	ELO	Touch Screen Monitor	ET15IL-8CWA-1-G	None	\$ 13,500.00
3	1	Carrier	Air Conditioner	50XP-024-311	None	\$ 6,000.00
4	6	Unknown	Stainless Steel Door	N/A	N/A	\$ 3,000.00
5	11	Star Micronics	Receipt Printer	TSP-700	None	\$ 2,750.00
6	1	Cummings	Jetscan (Bill Counter)	4096 ID#3785	1871	\$ 2,500.00
7	1	Cummings	Jetsort (Coin Counter)	6601 ID#3784	1870	\$ 2,500.00
8	1	Canon	High Speed Scanner	DR9080-C	1755	\$ 2,000.00
9	1	HP	Design Jet Plotter	SG3A91310C	N/A	\$ 2,000.00
10	1	Amsec	Safe	ESL10	1869	\$ 1,500.00
11	1	HP	LaserJet	5200dtn	N/A	\$ 1,500.00
12	8	Unknown	Stainless Steel Tables	N/A	1861-1868	\$ 1,200.00
13	1	Unknown	Stainless Steel Cabinet	N/A	1857	\$ 1,000.00
14	3	Unknown	Stainless Steel Dutch Door	N/A	N/A	\$ 1,000.00
15	2	Nokia	Switch	IP350	N/A	\$ 1,000.00
16	2	HON	Steel Cabinets	sc1872	1858-1859	\$ 900.00
17	3	Unknown	Stainless Steel Shelves	N/A	1850-1852	\$ 750.00
18	1	HP	Color Laser Jet Printer	JPGR001706	N/A	\$ 750.00
19	1	Dell	PowerEdge Server	4600	1837	\$ 600.00
20	19	Unknown	Cash Drawer Inserts	N/A	N/A	\$ 570.00
21	2	Racksolutions	Rack Keyboard/Monitor	N/A	None	\$ 500.00
22	1	Dell	PowerEdge Server	2800	N/A	\$ 500.00
23	1	Nortel	Business Phone System	BCM400	1840	\$ 400.00
24	79	Lady Edwards	Women's Shirts	28876	N/A	\$ 395.00
25	1	HP	OfficeJet	K5400tn	N/A	\$ 300.00
26	1	Dell	PowerVault	122T	N/A	\$ 300.00
27	1	AGN	Pro Monitor	EP-15AV-LT	None	\$ 250.00
28	1	IBM	Thinkpad laptop	1866-6SU	1756	\$ 200.00
29	1	Infocus	Projector	LP120	1705	\$ 200.00
30	1	ADIC	Fastor Tape Drive	8K0013724	N/A	\$ 200.00
31	1	Toshiba	Laptop Cardbus DVD ROM	PA3246U--1DVD	N/A	\$ 150.00
32	1	Dell	Latitude laptop	D620	1030	\$ 100.00
33	2	Cisco	Catalyst Switch	2950	1844-1845	\$ 100.00
34	1	Dlink	Gaming Router	DGL-4100	N/A	\$ 100.00
35	2	Dell	Laptop Battery	G2053A00	N/A	\$ 100.00
36	2	Sentry Commander	Remote Power Management	PT40	N/A	\$ 75.00
37	1	Citizen	Receipt Printer	CBM-270	1872	\$ 50.00
38	30	Various	Padlocks/Combination	Misc	N/A	\$ 50.00
39	1	Sony	Flatscreen Monitor	SDMS93B	1933	\$ 50.00
40	1	Toshiba	Protégé Laptop	PA3272U-1MPC	1828	\$ 50.00
41	1	Dell	Optiplex	GX620	1487	\$ 50.00
42	1	Dell	PowerEdge Server	SC1425	1831	\$ 50.00
43	1	Toshiba	Satellite laptop	PA3373U-1MPC	1829	\$ 50.00
44	1	Dell	Flatscreen Monitor	1905FP	1042	\$ 50.00
45	1	Dell	Flatscreen Monitor	1704FPt	1377	\$ 50.00
46	1	Sony	Flatscreen Monitor	SDM-S93/B	1376	\$ 50.00
47	1	Sony	Flatscreen Monitor	SDM-S93/B	1375	\$ 50.00
48	1	Sony	Flatscreen Monitor	SDM-S93/B	1374	\$ 50.00
49	1	Sony	Flatscreen Monitor	SDM-S93/B	1378	\$ 50.00
50	1	Dell	Flatscreen Monitor	E151FPp	1040	\$ 50.00
51	1	Smith Carona	Wordsmith Typewriter	KA13	N/A	\$ 50.00
52	1	Dell	Flatscreen Monitor	1907FPt	1083	\$ 50.00
53	1	Sony	Microcassette Transcriber	M-2000	N/A	\$ 50.00
54	1	Dell	Optiplex	GX270	1011	\$ 25.00

	A	B	C	D	E	F
55	1	Dell	Optiplex	330	1019	\$ 25.00
56	1	Dell	Optiplex	360	1016	\$ 25.00
57	1	Dell	Optiplex	360	1031	\$ 25.00
58	1	Dell	Optiplex	GX270	1082	\$ 25.00
59	1	Dell	Optiplex	GX280	1769	\$ 25.00
60	1	Netgear	Wireless PC Laptop Card	WG511T	N/A	\$ 10.00
61	1	RCA	Soundssystem	RP-8563	N/A	\$ 10.00
62	1	Dell/NEC	External USB Floppy Drive	UF0002	N/A	\$ 5.00
63	1	Memorex	3 1/2 Internal Floppy Drive	3202-3231	N/A	\$ 5.00
64	1	Adaptec	SCSI Card	29160	N/A	\$ 5.00
65	15	Misc	Keyboards	N/A	N/A	\$ -
66	6	Misc	Mice	N/A	N/A	\$ -
67	2	AT&T	USB Cell Connect	N1246	N/A	\$ -
68	2	AT&T	Laptop Anywhere Card	2200556	N/A	\$ -
69	1	AT&T	Blackberry	7210	N/A	\$ -
70	1	AT&T	Nokia Cellphone	6360	N/A	\$ -
71	Total					\$ 49,925.00

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

RESOLUTION NO. 12-060

ACCEPT THE FINANCIAL REPORTS FOR JULY, 2012.

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of July, 2012, and has caused a Financial Report to be prepared and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for July, 2012, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willerson
Chairman, Board of Directors
Resolution Number: 12-060
Date Passed: 8/29/2012

Attachment A

Financial Report for July, 2012

**Central Texas Regional Mobility Authority
Balance Sheet**

As of	July 31, 2012	July 31, 2011
Assets		
Current Assets		
Cash in Regions Operating Account	48,230	(40,813)
Cash In TexSTAR	149,468	41,795
Regions Payroll Account	10,731	74,212
Restricted cash/cash equivalents		
Fidelity Government MMA	50,785,251	13,034,672
Restricted Cash-TexStar	52,841,908	83,082,288
Regions SIB account	0	828
Overpayment accounts	31,438	19,500
Total Cash and Cash Equivalents	103,818,795	96,212,482
Accounts Receivable	100,286	50,724
Due From Employees	1,018	0
Due From TTA	466,080	408,874
Due From NTTA	50,937	34,953
Due From HCTRA	81,858	58,817
Due From TxDOT	116,598	4,617,359
Due From Federal Government	154,489	612,622
Interest Receivable	563,706	236,773
Total Receivables	1,534,972	6,020,121
Short Term Investments		
Treasuries	4,549,017	4,549,017
Short Term Investments	168,629,720	21,629,010
Other Current Assets		
Prepaid Insurance	10,842	15,844
Total Current Assets	274,042,559	123,879,113
Construction Work In Process		
	361,506,872	205,384,481
Fixed Assets		
Computers(net)	26,845	31,241
Computer Software(net)	104,222	1,178,980
Furniture and Fixtures(net)	11,776	19,064
Equipment(net)	37,561	44,388
Autos and Trucks(net)	20,695	27,593
Buildings and Toll Facilities(net)	6,152,860	6,329,418
Highways and Bridges(net)	172,338,381	177,305,588
Communication Equipment(net)	935,541	1,126,362
Toll Equipment(net)	2,045,091	2,506,872
Signs(net)	4,922,730	5,077,987
Land Improvements(net)	1,107,067	1,172,871
Right of Way	24,683,553	24,683,553
Leasehold Improvements	56,887	59,068
Total Fixed Assets	212,443,208	219,562,986
Long Term Investments		
GIC (Restricted)	0	259,517,537
Agencies-LT	18,145,913	44,308,040
Other Assets		
Security Deposits	8,644	9,041
Intangible Assets	650	650
Total Bond Issuance Costs	15,098,809	15,754,412
Total Assets	881,246,654	868,416,260

Liabilities

Current Liabilities

Accounts Payable	1,790,960	16,422,905
Overpayments	32,355	20,132
Interest Payable	3,606,474	4,101,229
TCDRS Payable	33,244	51,260
Medical Reimbursement Payable	63	0
Due to other Entities	0	3,617
Other	17,178	17,178
Due to State of Texas	0	2,098
Total Current Liabilities	5,480,273	20,618,419

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	413,815	413,815
Retainage Payable	0	1,655
Senior Lien Revenue Bonds 2005	172,628,655	172,698,781
Senior Lien Revenue Bonds 2010	100,294,481	97,290,136
Senior Lien Revenue Bonds 2011	306,627,253	305,982,874
Sn Lien Rev Bnd Prem/Disc 2005	4,620,757	4,776,998
Sn Lien Rev Bnd Prem/Disc 2010	165,779	200,732
Tot Sr Lien Rev Bond Pay Pre/D	865,463	904,138
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,066,654)	(2,164,635)
TIFIA note 2008	77,526,562	77,626,562
2010 Regions BAB's Payable	0	0
2011 Regions Draw Down Note	400,000	0
Total Long Term Liabilities	771,689,575	767,753,325
Total Liabilities	777,169,849	788,371,744

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	86,129,628	61,916,602
Current Year Operations	(387,668)	(206,932)
Total Net Assets	85,741,960	61,709,670
Total Liabilities and Net Assets	881,246,654	868,416,260

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	23,891,717	1,656,134	6.93%	1,270,013
Toll Revenue-HCTRA-183A	756,067	81,858	10.83%	58,760
Toll Revenue-NTTA-183A	453,640	50,937	11.23%	34,953
Video Tolls	3,629,122	284,490	7.84%	217,422
Fee revenue	1,512,134	95,085	6.29%	77,238
Total Operating Revenue	30,242,680	2,168,505	7.17%	1,658,387
Other Revenue				
Interest Income	180,000	19,028	10.57%	18,234
Grant Revenue	1,236,000	67,414	5.45%	-
Misc Revenue	2,500	-	0.00%	183
Total Other Revenue	1,418,500	86,442	6.09%	18,418
Total Revenue	\$ 31,661,180	\$ 2,254,947	7.12%	\$ 1,676,804
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,115,939	108,824	5.14%	104,283
Part Time Salry Expense	12,000	-	0.00%	1,984
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	950	19.00%	-
TCDRS	307,536	15,317	4.98%	15,038
FICA	96,433	5,767	5.98%	4,978
FICA MED	30,899	1,569	5.08%	1,505
Health Insurance Expense	186,370	13,696	7.35%	16,605
Life Insurance Expense	5,684	127	2.24%	282
Auto Allowance Expense	10,200	-	0.00%	212
Other Benefits	185,610	6,766	3.65%	3,884
Unemployment Taxes	12,960	-	0.00%	-
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,021,631	153,015	5.06%	148,771

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	122	1.01%	40
Auditing	65,000	-	0.00%	-
General Engineering Consultant	1,250,000	-	0.00%	(12,594)
General System Consultant	175,000	-	0.00%	-
Image Processing	780,000	33,237	4.26%	50,387
Facility maintenance	41,954	192	0.46%	122
HERO	1,629,000	-	0.00%	(822)
Human Resources	25,000	-	0.00%	-
Legal	270,000	-	0.00%	-
Photography	15,000	-	0.00%	-
Total Professional Services	4,262,954	33,551	0.79%	37,133
<u>Other Contractual Services</u>				
IT Services	65,000	373	0.57%	8,576
Graphic Design Services	10,000	-	0.00%	-
Website Maintenance	35,000	1,097	3.13%	-
Research Services	50,000	-	0.00%	-
Copy Machine	10,000	362	3.62%	328
Software Licenses	17,200	6,653	38.68%	-
ETC Maintenance Contract	1,029,900	-	0.00%	-
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	-	0.00%	-
Advertising Expense	60,000	1,000	1.67%	-
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	-	0.00%	-
Special assignments	5,000	-	0.00%	-
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-
Roadway Maintenance Contract	640,000	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Landscape Maintenance	280,000	-	0.00%	-
Cell Phones	9,700	186	1.92%	75
Local Telephone Service	18,000	1,175	6.53%	450
Internet	4,500	-	0.00%	-
Fiber Optic System	63,000	2,286	3.63%	-
Other Communication Expenses	11,500	50	0.44%	-
Subscriptions	1,850	-	0.00%	-
Memberships	33,959	889	2.62%	1,535
Continuing Education	7,300	-	0.00%	-
Professional Development	14,000	-	0.00%	-
Seminars and Conferences	33,000	2,000	6.06%	-
Staff-Travel	76,000	9,466	12.46%	-
Other Contractual Svcs	200	-	0.00%	-
TxTag Collection Fees	1,434,788	4,243	0.30%	2,988
Contractual Contingencies	250,500	-	0.00%	-
Total Other Contractual Services	4,738,497	29,781	0.63%	13,952
Total Contractual Services	9,001,451	63,332	0.70%	51,084
Materials and Supplies				
Books & Publications	12,500	-	0.00%	-
Office Supplies	11,000	254	2.31%	-
Computer Supplies	12,500	2,860	22.88%	-
Copy Supplies	2,200	-	0.00%	-
Annual Report printing	7,000	-	0.00%	-
Other Reports-Printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	-	0.00%	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	-	0.00%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	-	0.00%	-
Misc Materials & Supplies	3,000	-	0.00%	-
Total Materials and Supplies	120,875	3,114	2.58%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Operating Expenses				
Gasoline Expense	5,000	388	7.76%	-
Mileage Reimbursement	5,950	158	2.66%	13
Toll Tag Expense	3,120	331	10.61%	-
Parking	41,175	9	0.02%	3,511
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	438	4.47%	150
Public Notices	2,200	-	0.00%	-
Postage Expense	5,650	65	1.15%	-
Overnight Delivery Services	1,600	9	0.54%	-
Local Delivery Services	1,250	12	0.96%	-
Insurance Expense	90,000	5,080	5.64%	7,922
Repair & Maintenance-General	500	-	0.00%	-
Repair & Maintenance-Vehicles	500	30	5.94%	-
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Rent Expense	250,000	-	0.00%	16,908
Water	7,500	444	5.92%	-
Electricity	178,500	4,416	2.47%	-
Other Licenses	640	-	0.00%	-
Community Initiative Grants	65,000	-	0.00%	-
Non Cash Operating Expenses				
Amortization Expense	76,000	34,144	44.93%	102,468
Dep Exp- Furniture & Fixtures	9,000	134	1.49%	781
Dep Expense - Equipment	26,400	1,408	5.33%	1,198
Dep Expense - Autos & Trucks	7,000	575	8.21%	-
Dep Expense-Buildng & Toll Fac	177,000	14,713	8.31%	14,713
Dep Expense-Highways & Bridges	8,000,000	413,934	5.17%	413,934
Dep Expense-Communic Equip	195,000	15,902	8.15%	15,913
Dep Expense-Toll Equipment	965,000	38,482	3.99%	38,482
Dep Expense - Signs	135,000	11,106	8.23%	11,106
Dep Expense-Land Improvemts	67,000	5,484	8.18%	5,484
Depreciation Expense-Computers	10,000	929	9.29%	850
Total Operating Expenses	10,346,035	548,189	5.30%	633,433

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2013	Actual Year to Date 7/31/2012	Percent of Budget	Actual Prior Year to Date 7/31/2011
Financing Expenses				
Arbitrage Rebate Calculation	6,000	-	0.00%	-
Loan Fee Expense	12,500	-	0.00%	-
Rating Agency Expense	35,000	11,000	31.43%	5,300
Trustee Fees	6,000	-	0.00%	-
Bank Fee Expense	8,000	535	6.68%	463
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	1,827,149	8.99%	1,002,496
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	300,000	36,281	12.09%	42,188
Total Financing Expenses	20,704,515	1,874,964	9.06%	1,050,447
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 43,194,507	\$ 2,642,615	6.12%	\$ 1,883,736
Net Income	\$ (11,533,327)	\$ (387,668)		\$ (206,932)

CTRMA INVESTMENT REPORT

	Month Ending 7 /31/12					Rate July 12
	Balance 6/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund	4,163,887.11			480.73		4,164,367.84
2011 Senior Lien Construction Fund	119.65			0.01		119.66
2010 Senior Lien Construction Fund	1.19					1.19
2010-1 Sub Lien Projects General Fund	1,167,516.53			129.17	72,371.71	1,095,273.99
Trustee Operating Fund	1,068,136.10			52.78	1,068,135.10	53.78
Renewal and Replacement	200,403.14	1,000,000.00		60.37	500,000.00	700,463.51
TxDOT Grant Fund	660,349.54			76.25		660,425.79
Revenue Fund	5,418,689.56			625.61		5,419,315.17
Senior Lien Debt Service Reserve Fund	1.00					1.00
2010 Senior Lien DSF	30,749,682.51			3,550.17		30,753,232.68
2010 Senior Lien Debt Service Reserve Fund	0.15					0.15
2010-2Sub Lien Debt Service Reserve Fund	5,554,619.59			641.30		5,555,260.89
2010-1Sub Lien Debt Service Reserve Fund	778,705.10			89.90		778,795.00
2010 Senior Lien Capitalized Interest	1,963,994.14			226.74		1,964,220.88
2010-2 Sub Lien Capitalized Interest	3,425,738.45			203.02	1,721,550.00	1,704,391.47
	250,610.13			6.05	204,631.15	45,985.03
	55,402,453.89	1,000,000.00	0.00	6,142.10	3,566,687.96	52,841,908.03
Amount in TexStar Operating Fund						
	14,035.36	635,428.91		4.78	500,000.00	149,469.05

Amount in Trustee TexStar
 2011 Sub Lien Construction Fund
 2011 Senior Lien Construction Fund
 2010 Senior Lien Construction Fund
 2010-1 Sub Lien Projects
 General Fund
 Trustee Operating Fund
 Renewal and Replacement
 TxDOT Grant Fund
 Revenue Fund
 Senior Lien Debt Service Reserve Fund
 2010 Senior Lien DSF
 2010 Senior Lien Debt Service Reserve Fund
 2010-2Sub Lien Debt Service Reserve Fund
 2010-1Sub Lien Debt Service Reserve Fund
 2010 Senior Lien Capitalized Interest
 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

CTRMA INVESTMENT REPORT

	Month Ending 7 /31/12				Rate	
	Balance 6/30/2012	Additions	Discount Amortization	Accrued Interest		Withdrawals
Regions Sweep Money Market Fund						
Operating Fund	0.00	1,000,000.00			1,000,000.00	0.00
2010-1 Sub Lien Project Acct	0.00	72,371.71		724.22	72,371.71	0.00
2010 Senior Lien Project Acct	5,764,258.06			0.14	1,438,373.92	4,326,608.36
2011 Sub Lien Project Acct	50,000.00			142,446.15		50,000.14
2011 Senior Lien Project Acct	15,805,130.52	25,000,000.00		573.43	10,866,674.86	30,080,901.81
2011 Sub Debt Service Account	0.00	2,362,500.00			2,362,500.00	0.00
2005 Debt Service Fund	5,043,330.60	840,395.83			3,682,375.00	2,201,924.86
2010 Senior DSF	0.00	1,722,952.50			1,721,550.00	1,402.50
2011 Senior Lien Debt Service Acct	2,631.75	8,943,974.50		0.32	8,946,606.25	0.32
2010-1 Debt Service Fund	1,412,481.81	1,051,094.14		174.14	2,034,375.00	429,375.09
Subordinate Lien TIFIA DS Fund	1,886,184.00	317,664.34		213.98	1,811,084.00	392,978.32
2010-2 BABs Supplemental Security	185,167.35			19.79	185,167.35	19.79
2010-2 Debt Service Fund	139,243.65	471,279.16		1.14	529,043.17	81,480.78
2010-2 Cap I Fund	1.03	204,631.15			204,632.17	0.01
2010 CAP Interest Senior lien	531.49	1,721,550.00		0.07	1,721,550.00	531.56
2011 Sr Cap I Fund	215,524.09	8,738,000.00		27,312.73	8,943,974.50	36,862.32
2011 Sub Debt CAP I	48,639.48	2,314,063.12		0.70	2,362,500.00	203.30
2010-1 Sub lien BABs supplemental Security	712,031.64			76.08	712,031.64	76.08
TxDOT Grant Fund	3,034,560.79			374.12		3,034,934.91
Renewal and Replacement	0.66					0.66
Revenue Fund	1,164,934.49	2,768,610.41		217.22	2,617,803.30	1,315,958.82
General Fund	5,819,399.14	2,871,596.70		417.72	3,674,035.10	5,017,378.46
2010 Senior Debt Service Reserve Fund	21,943.45			2.71		21,946.16
2010-1 Debt Service Reserve Fund	9,000.14			0.06		9,000.20
2010-2 Debt Service Reserve Fund	202,494.34			1.66		202,496.00
2011 Sub Debt Debt Service Reserve Fund	3,508,806.77			431.66		3,509,238.43
2005 Senior Lien Debt Service Reserve Fund	71,924.87			7.00		71,931.87
	45,098,220.12	60,400,683.56	0.00	172,995.04	54,886,647.97	50,785,250.75
Amount in Fed Agencies and Treasuries						
Amortized Principal	211,922,669.97		(155,671.53)		25,000,000.00	186,766,998.44
Accrued Interest	211,922,669.97	0.00	(155,671.53)	226,703.94		186,766,998.44

Regions Sweep Money Market Fund

Operating Fund
 2010-1 Sub Lien Project Acct
 2010 Senior Lien Project Acct
 2011 Sub Lien Project Acct
 2011 Senior Lien Project Acct
 2011 Sub Debt Service Account
 2005 Debt Service Fund
 2010 Senior DSF
 2011 Senior Lien Debt Service Acct
 2010-1 Debt Service Fund
 Subordinate Lien TIFIA DS Fund
 2010-2 BABs Supplemental Security
 2010-2 Debt Service Fund
 2010-2 Cap I Fund
 2010 CAP Interest Senior lien
 2011 Sr Cap I Fund
 2011 Sub Debt CAP I
 2010-1 Sub lien BABs supplemental Security
 TxDOT Grant Fund
 Renewal and Replacement
 Revenue Fund
 General Fund
 2010 Senior Debt Service Reserve Fund
 2010-1 Debt Service Reserve Fund
 2010-2 Debt Service Reserve Fund
 2011 Sub Debt Debt Service Reserve Fund
 2005 Senior Lien Debt Service Reserve Fund

Amount in Fed Agencies and Treasuries

Amortized Principal
 Accrued Interest

CTRMA INVESTMENT REPORT

	Month Ending 7 /31/12					Rate July 12
	Balance 6/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Certificates of Deposit	0.00				0.00	0.00
Total in Pools	55,416,489.25	1,635,428.91		6,146.88	4,066,687.96	52,991,377.08
Total in Money Market	45,098,220.12	60,400,683.56		172,995.04	54,886,647.97	50,785,250.75
Total in Fed Agencies	211,922,669.97	0.00	(155,671.53)		25,000,000.00	186,766,998.44
Total Invested	312,437,379.34	62,036,112.47	(155,671.53)	179,141.92	83,953,335.93	290,543,626.27

Certificates of Deposit
 Total in Pools
 Total in Money Market
 Total in Fed Agencies

Total Invested

All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO



Monthly Newsletter - July 2012

Performance

As of July 31, 2012

Current Invested Balance	\$5,189,684,471.14
Weighted Average Maturity (1)	43 Days
Weighted Average Maturity (2)	63 Days
Net Asset Value	1.000120
Total Number of Participants	757
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$813,248.86
Management Fee Collected	\$218,316.58
% of Portfolio Invested Beyond 1 Year	3.37%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

July Averages

Average Invested Balance	\$5,154,788,129.90
Average Monthly Yield, on a simple basis	0.1359%
Average Weighted Average Maturity (1)*	46 Days
Average Weighted Average Maturity (2)*	66 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in July:

★ Katy Development Authority

Holiday Reminder

In observance of *Labor Day*, *TexSTAR will be closed on Monday, September 3, 2012*. All ACH transactions initiated on Friday, August 31st, will settle on Tuesday, September 4th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

The recent themes of decelerating global growth and turmoil in the euro zone kept markets on edge in July. Nevertheless, given all the disappointing economic data in the U.S. (weak retail sales, manufacturing surveys, payrolls and GDP), Europe (recession in the periphery and core) and China (declining manufacturing surveys and GDP), risk assets held up well even as "safe haven" bond markets rallied. In the U.S., dovish statements from Fed members set market expectation for another asset purchase program to be announced at the September meeting. The People's Bank of China took more actions in response to the growth slowdown in that country, such as cutting bank lending and deposit rates, easing first-time homebuyer restrictions, and providing tax relief for small and medium size businesses. Investors' expectations that global central banks (the ECB and the Fed, especially) would take meaningful action in response to weak data and market stresses helped bolster risk assets. Economic growth in the U.S. continued to decelerate, based on data released in July, particularly in the labor market and consumer spending. The data indicates that, with lower gasoline prices and relatively stable spending growth rates, consumers retrenched during the second quarter to replenish savings.

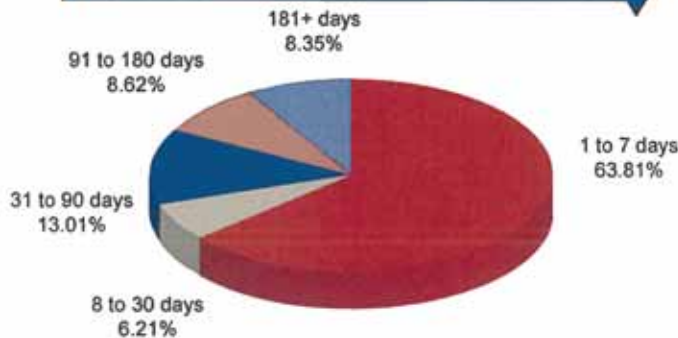
While Congress has agreed in principle to a stopgap funding measure, which would keep the government funded through March 31, 2013, primary risks remain from the "fiscal cliff" of automatic spending cuts via sequestration and expiring income tax cuts, payroll tax cuts and Medicare reimbursement rates for doctors after 2012. The fiscal cliff appears to already have had a negative impact on growth, and this effect should increase as 2013 approaches. Chairman Bernanke and other members of the FOMC have warned policymakers with regard to these risks, although it appears unlikely that any action will be taken ahead of the November elections. It is expected that the FOMC will downgrade its growth expectations at its next meeting in September, and therefore assign a greater than 50% probability that the FOMC will embark on another quantitative easing program following its September meeting. Given previous communications from committee members, it is believed that such a program may include purchases of mortgage-backed securities.

This information is an excerpt from an economic report dated July 2012 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

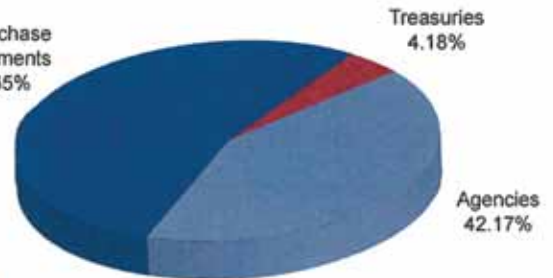
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

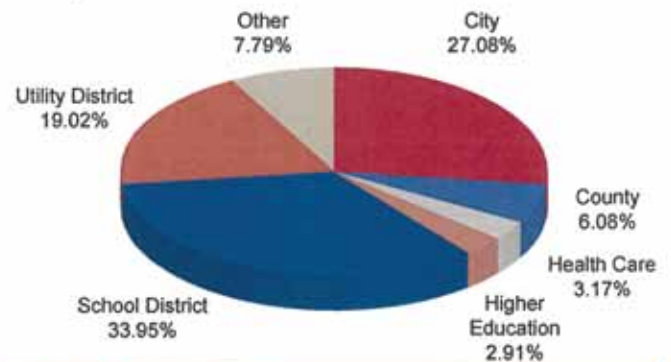
Portfolio by Type of Investment As of July 31, 2012



Repurchase
Agreements
53.65%



Portfolio by Maturity As of July 31, 2012



Distribution of Participants by Type As of July 31, 2012

Historical Program Information

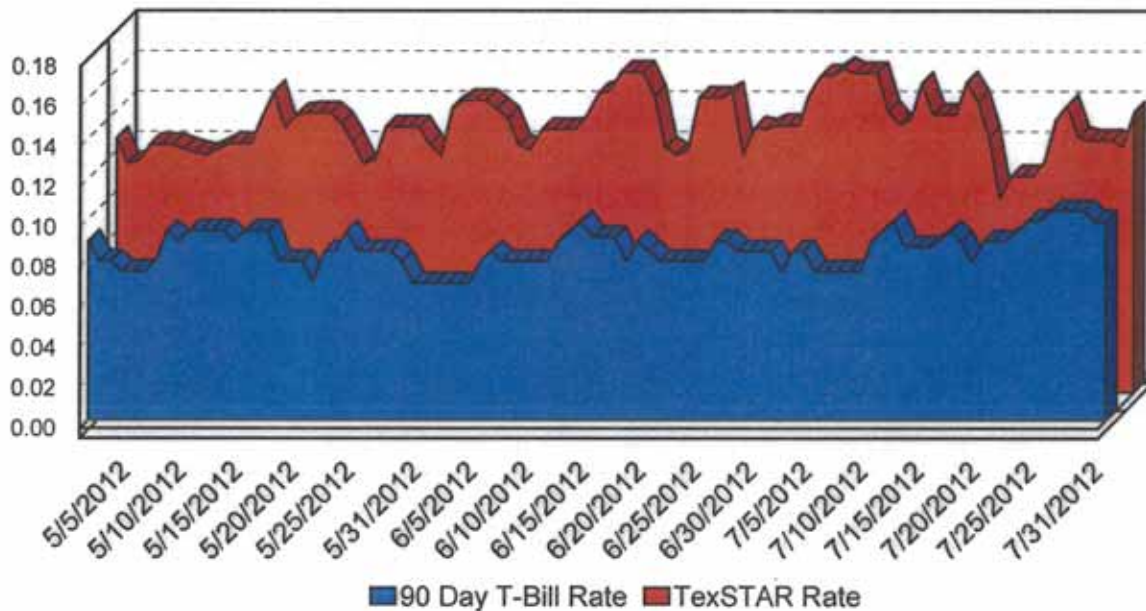
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jul 12	0.1359%	\$5,189,684,471.14	\$5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751
Feb 12	0.0986%	6,014,562,468.35	6,015,309,681.45	1.000124	48	70	751
Jan 12	0.0902%	6,122,141,791.23	6,122,989,120.67	1.000138	46	73	750
Dec 11	0.0815%	5,164,291,074.36	5,164,844,831.26	1.000107	48	79	749
Nov 11	0.0973%	4,964,174,535.92	4,964,899,185.74	1.000145	48	80	747
Oct 11	0.0807%	5,191,742,744.46	5,192,081,793.52	1.000065	47	74	745
Sep 11	0.0906%	5,218,150,511.94	5,218,680,416.17	1.000100	46	76	741
Aug 11	0.0940%	4,773,149,074.88	4,773,628,030.81	1.000100	45	69	735

Portfolio Asset Summary as of July 31, 2012

	Book Value	Market Value
Uninvested Balance	\$ 361.96	\$ 361.96
Accrual of Interest Income	2,450,612.00	2,450,612.00
Interest and Management Fees Payable	(919,315.62)	(919,315.62)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,783,754,000.00	2,783,754,000.00
Government Securities	2,404,398,812.80	2,405,022,805.85
Total	\$ 5,189,684,471.14	\$ 5,190,308,464.19

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for July 2012

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
7/1/2012	0.1329%	0.000003641	\$4,983,255,681.46	1.000102	47	69
7/2/2012	0.1489%	0.000004080	\$5,112,429,667.12	1.000101	46	67
7/3/2012	0.1575%	0.000004316	\$5,111,317,116.81	1.000103	45	67
7/4/2012	0.1575%	0.000004316	\$5,111,317,116.81	1.000103	45	67
7/5/2012	0.1612%	0.000004416	\$5,136,849,313.03	1.000102	48	69
7/6/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	69
7/7/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	68
7/8/2012	0.1587%	0.000004349	\$5,133,823,917.99	1.000100	46	67
7/9/2012	0.1397%	0.000003827	\$5,089,978,767.79	1.000104	47	68
7/10/2012	0.1333%	0.000003651	\$5,084,144,361.78	1.000098	48	69
7/11/2012	0.1361%	0.000003729	\$5,104,697,084.99	1.000098	48	69
7/12/2012	0.1538%	0.000004214	\$5,096,063,036.79	1.000091	50	71
7/13/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/14/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/15/2012	0.1381%	0.000003783	\$5,139,277,470.56	1.000092	48	69
7/16/2012	0.1541%	0.000004223	\$5,158,273,577.92	1.000106	48	68
7/17/2012	0.1448%	0.000003967	\$5,168,132,954.50	1.000111	48	68
7/18/2012	0.1266%	0.000003468	\$5,176,137,239.13	1.000121	47	67
7/19/2012	0.0965%	0.000002643	\$5,145,338,970.59	1.000135	48	68
7/20/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/21/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/22/2012	0.1075%	0.000002945	\$5,125,810,843.33	1.000130	46	66
7/23/2012	0.1155%	0.000003164	\$5,161,793,336.84	1.000117	46	65
7/24/2012	0.1357%	0.000003719	\$5,221,082,493.40	1.000110	45	53
7/25/2012	0.1427%	0.000003910	\$5,220,321,207.96	1.000110	45	64
7/26/2012	0.1269%	0.000003478	\$5,284,723,309.47	1.000105	44	63
7/27/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/28/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/29/2012	0.1253%	0.000003432	\$5,258,571,117.95	1.000099	42	61
7/30/2012	0.1222%	0.000003349	\$5,270,442,270.03	1.000106	42	61
7/31/2012	0.1393%	0.000003816	\$5,189,684,471.14	1.000120	43	63
Average	0.1359%	0.000003724	\$5,154,788,129.90		46	66

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest 

J.P.Morgan
Asset Management

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

RESOLUTION NO. 12-061

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 60)**

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 1.090 acre parcel at the southeast corner of 290E and Parmer Lane, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by The Butler Family Partnership (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 \$239,356.00 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 \$239,356.00.

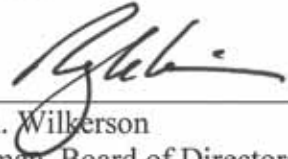
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-061
Date Passed: 8/29/12

Exhibit "A" to Resolution No. 12-061

Metes and Bounds Description of Parcel 60

EXHIBIT _____

County: Travis
Parcel No.: 60
Highway: U.S. Highway 290
Project Limits: From: E of US 183
 To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 60

DESCRIPTION OF 1.090 ACRES (47,471 SQ. FT.) OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 27.20 ACRES (SECOND TRACT), OF RECORD IN VOLUME 4282, PAGE 1082, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 27.20 ACRE TRACT BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 ACRES (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THAT TRACT OF LAND DESCRIBED AS 2130 SQUARE FEET IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 2009183458, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING OUT THAT TRACT OF LAND DESCRIBED AS 1588 SQUARE FEET IN A ORDER OF VACATION TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 2009170331, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 1.090 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, in the proposed south ROW line of U.S. Highway 290, and the existing south ROW line of U.S. Highway 290, 204.23 feet right of Engineer's Baseline Station 1548+00.00, at the northeast corner of the herein described tract, same being in the north line of said 27.20 acre Butler Family tract, and the south line of that certain tract of land described as 5.738 acres in a deed to the State of Texas, of record in Volume 678, Page 401, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said 27.20 acre Butler Family tract and the southwest corner of that certain tract of land described as 12.03 acres in a deed to Manor Independent School District, of record in Volume 2895, Page 310, Deed Records, Travis County, Texas, being in the existing north ROW line of Old Highway 20, for which no record conveyance was found, as shown on TxDOT ROW map CSJ#0114-02-012, bears N74°03'41"E 664.63 feet and S27°28'34"W 1223.66 feet;

EXHIBIT ____

THENCE, with the proposed south ROW line of U.S. Highway 290 and the south line of this tract, crossing said 27.20 acre, 2130 square foot, and 1588 square foot Butler Family tracts, the following six (6) courses numbered 1 through 6;

- 1) **S54°21'29"W 106.21 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 240.01 feet right of Engineer's Baseline Station 1547+00.00;
- 2) **S73°59'49"W 530.11 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 240.45 feet right of Engineer's Baseline Station 1541+69.89;
- 3) with a curve to the left, whose intersection angle is **05°02'36"**, radius is **4517.66 feet**, passing at an arc distance of 345.27 feet to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 253.92 feet right of Engineer's Baseline Station 1583+24.97 and continuing an arc distance of 52.39 for a total arc distance of **397.67 feet**, the chord of which bears **S71°28'31"W 397.54 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 558.02 feet right of Engineer's Baseline Station 1537+70.29;
- 4) **S22°40'28"W 104.57 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 338.67 feet right of Engineer's Baseline Station 1537+00.08;
- 5) **S23°07'42"E 105.51 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 443.61 feet right of Engineer's Baseline Station 1537+11.88; and
- 6) **S19°38'00"W 6.55 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 448.86 feet right of Engineer's Baseline Station 1537+07.63, for the southwest corner of this tract, same being in the west line of said 27.20 acre Butler Family tract and the existing east ROW line of Parmer Lane and the east line of that tract of land described as 47,834 square feet, Parcel B, in a deed to Travis County, of record in Document No. 2008039133, Official Public Records, Travis County, Texas

EXHIBIT ____

- 7) THENCE, with the west line of this tract and said 27.20 acre, 2130 square foot, and 1588 square foot Butler Family tracts and with the existing east ROW line of Parmer Lane and the east line of said 47,834 square foot Travis County tract, continuing with the east line of the remainder portion of Boyce Lane, continuing with the east line of the remainder portion of that tract described as 0.271 of one acre in a deed to Travis County, of record in Volume 4243, Page 1508, Deed Records, Travis County, Texas, and continuing with the east line of that tract described as 847 square feet, Parcel C, in said deed to Travis County in Document No. 2008039133, **N25°22'00"W 249.43 feet** to a calculated point at the northwest corner of this tract and said 27.20 acre Butler Family tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of that tract described as 3.720 acres in a deed to the State of Texas, of record in Volume 663, Page 25, Deed Records, Travis County, Texas from which a 1/2" iron rod found near the west corner of said 847 square foot Travis County tract bears **S74°03'41"W 30.20 feet** and **N15°56'19"W 0.53 feet**;

- 8) THENCE, with the north line of this tract, and of said 27.20 acre Butler Family tract, same being the existing south ROW line of U.S. Highway 290, and the south line of said 3.720 acre State of Texas tract, and continuing with the south line of said 5.738 acre State of Texas tract, **N74°03'41"E 1123.95 feet** to the POINT OF BEGINNING and containing 1.090 acres within these metes and bounds, more or less.

EXHIBIT ____

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

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

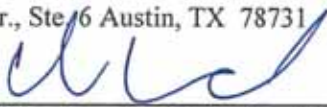
STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 17th day of September, 2010 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste 16 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

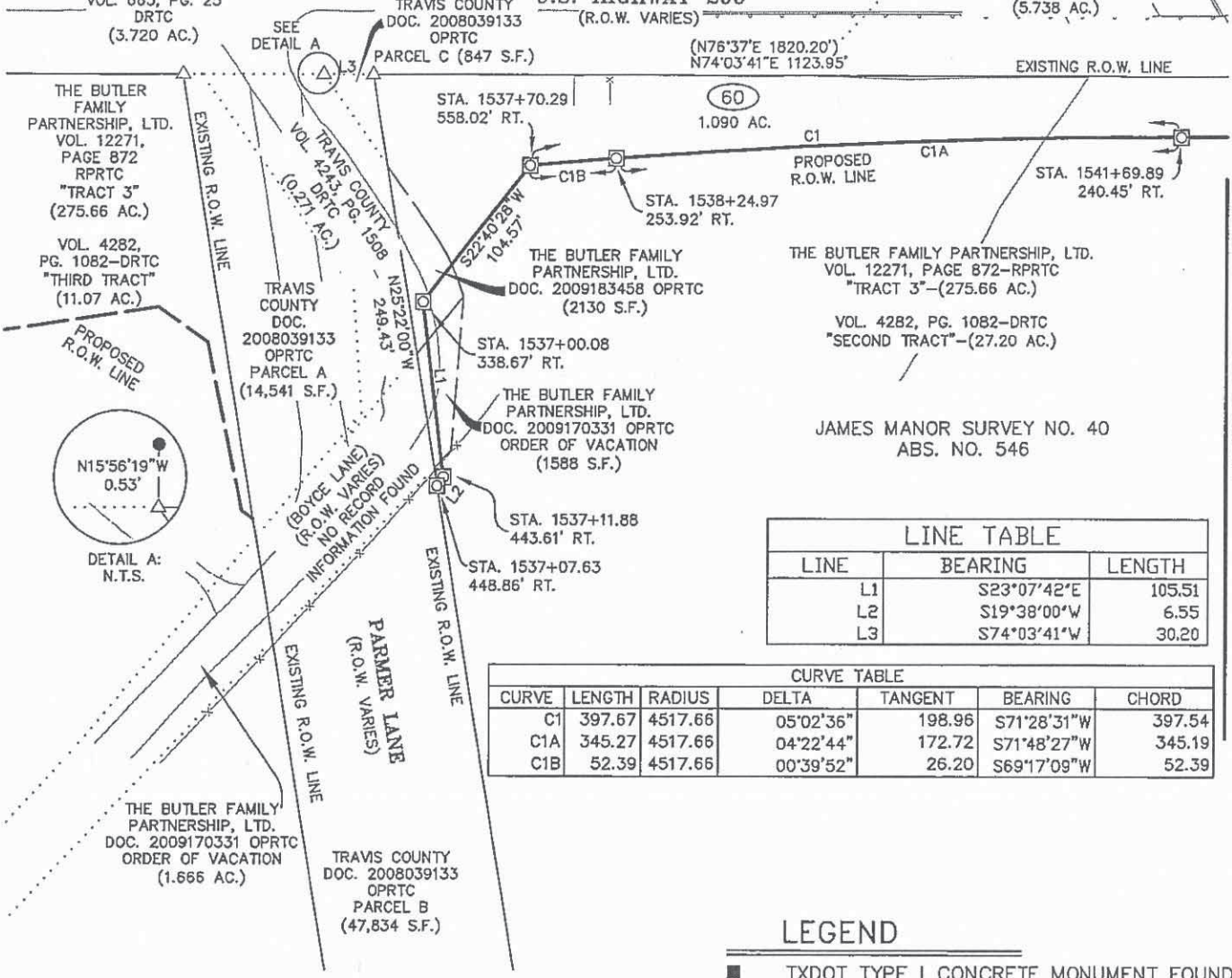
Note: There is a plat to accompany this description. US 290 P60REV2
Issued 12/01/06, Rev 03/20/07, 09/17/10



STATE OF TEXAS
VOL. 663, PG. 25
DRTC
(3.720 AC.)

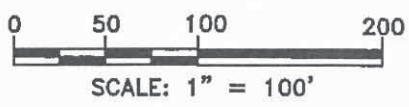
STATE OF TEXAS
VOL. 678, PG. 401 DRTC
(5.738 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)



LINE	BEARING	LENGTH
L1	S23°07'42"E	105.51
L2	S19°38'00"W	6.55
L3	S74°03'41"W	30.20

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	397.67	4517.66	05°02'36"	198.96	S71°28'31"W	397.54
C1A	345.27	4517.66	04°22'44"	172.72	S71°48'27"W	345.19
C1B	52.39	4517.66	00°39'52"	26.20	S69°17'09"W	52.39



CALCULATED ACREAGE	25.012 AC.
ACQUISITION ACREAGE	1.090 AC.
ACQUISITION SQUARE FEET	47,471
REMAINDER ACREAGE	23.922 AC.
REMAINDER SQUARE FEET	1,042,052

- LEGEND**
- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
 - ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
 - 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
 - ⊙ IRON PIPE FOUND (SIZE NOTED)
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ▲ 60D NAIL FOUND
 - △ CALCULATED POINT
 - FENCE POST
 - N.T.S. NOT TO SCALE
 - (XXX) RECORD INFORMATION
 - P.O.B POINT OF BEGINNING
 - P.O.R. POINT OF REFERENCE
 - ▬ ACCESS DENIAL LINE
 - PRTC PLAT RECORDS OF TRAVIS COUNTY
 - DRTC DEED RECORDS OF TRAVIS COUNTY
 - RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
 - OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 1.090 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED 275.66 AC. (TRACT 3), IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 60
PAGE 5 OF 6

MATCH PAGE 6 OF 6

U.S. HIGHWAY 290
(R.O.W. VARIES)

STATE OF TEXAS
VOL. 678, PG. 401 DRTC
(5.738 AC.)

P.O.B.
STA. 1548+00.00
204.23' RT.

(N76°37'E 1820.20')
N74°03'41"E 1123.95'

60
1.090 AC.

S73°59'49"W 530.11'

STA. 1547+00.00
240.01' RT.

S54°21'29"W
106.21'

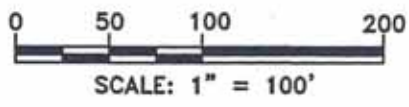
S74°03'41"W
664.63'

THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PAGE 872-RPRTC
"TRACT 3"-(275.66 AC.)
VOL. 4282, PG. 1082-DRTC
"SECOND TRACT"-(27.20 AC.)

JAMES MANOR SURVEY NO. 40
ABS. NO. 546

MANOR INDEPENDENT
SCHOOL DISTRICT
VOL. 2895, PG. 310
DRTC
(12.03 AC.)

MATCH PAGE 5 OF 6



P.O.R.
OLD STATE HIGHWAY 20
(R.O.W. VARIES)
NO RECORD CONVEYANCE FOUND
DRAWN AS SHOWN ON
CSJ # 0114-02-012

(29°58'W 1225.50')
S27°28'34"W 1223.66'

NOTES:

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

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

09/17/10

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

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ◻ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
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- P.O.B. POINT OF BEGINNING
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TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 60
PAGE 6 OF 6

FINAL CLOSURE PARCEL 60 US HIGHWAY 290

PARCEL 60 - SKETCH MAPCHECK

North: 10096256.2025 East: 3171843.8969
Course: S 54-21-29 W Distance: 106.21000
North: 10096194.3120 East: 3171757.5827
Course: S 73-59-49 W Distance: 530.11000
North: 10096048.1667 East: 3171248.0161
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10091705.5780 East: 3172493.4780
End North: 10095921.8628 East: 3170871.0739
Course: S 22-40-28 W Distance: 104.57000
North: 10095825.3750 East: 3170830.7628
Course: S 23-07-42 E Distance: 105.51000
North: 10095728.3451 East: 3170872.2063
Course: S 19-38-00 W Distance: 6.55000
North: 10095722.1759 East: 3170870.0055
Course: N 25-22-00 W Distance: 249.43000
North: 10095947.5570 East: 3170763.1473
Course: N 74-03-41 E Distance: 1123.95000
North: 10096256.2018 East: 3171843.8887

Perimeter: 2623.99838

Area: 47471.38491 1.08979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.008212 Course: N 85-30-30 E
Precision 1: 319515.55

PARCEL 60 - STRIPMAP MAPCHECK

North: 10097190.2711 East: 3170161.2517
Course: S 54-21-29 W Distance: 106.21000
North: 10097128.3806 East: 3170074.9376
Course: S 73-59-49 W Distance: 530.11000
North: 10096982.2353 East: 3169565.3709
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10092639.6466 East: 3170810.8329
End North: 10096855.9313 East: 3169188.4288
Course: S 22-40-28 W Distance: 104.57000
North: 10096759.4435 East: 3169148.1177
Course: S 23-07-42 E Distance: 105.51000
North: 10096662.4137 East: 3169189.5611
Course: S 19-38-00 W Distance: 6.55000
North: 10096656.2445 East: 3169187.3603
Course: N 25-22-00 W Distance: 249.43000
North: 10096881.6256 East: 3169080.5021
Course: N 74-03-41 E Distance: 1123.95000
North: 10097190.2704 East: 3170161.2435

Perimeter: 2623.99838

FINAL CLOSURE PARCEL 60 US HIGHWAY 290

PARCEL 60 - STRIPMAP MAPCHECK (cont.)

Area: 47471.38491 1.08979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.008212 Course: N 85-30-30 E
Precision 1: 319515.55

PARCEL 60 - DESCRIPTION MAPCHECK

North: 10095290.0964 East: 3174052.9781
 Course: S 54-21-29 W Distance: 106.21000
North: 10095228.2059 East: 3173966.6639
 Course: S 73-59-49 W Distance: 530.11000
North: 10095082.0606 East: 3173457.0973
Arc Length: 397.66838 Radius: 4517.66000 Delta: -5-02-37
 Tangent: 198.96268 Chord: 397.54000 Ch Course: S 71-28-31 W
 Course In: S 16-00-11 E Out: N 21-02-47 W
Ctr North: 10090739.4720 East: 3174702.5592
End North: 10094955.7567 East: 3173080.1552
 Course: S 22-40-28 W Distance: 104.57000
North: 10094859.2689 East: 3173039.8440
 Course: S 23-07-42 E Distance: 105.51000
North: 10094762.2390 East: 3173081.2875
 Course: S 19-38-00 W Distance: 6.55000
North: 10094756.0698 East: 3173079.0867
 Course: N 25-22-00 W Distance: 249.43000
North: 10094981.4509 East: 3172972.2285
 Course: N 74-03-41 E Distance: 1123.95000
Press any key for more...
North: 10095290.0958 East: 3174052.9699

Perimeter: 2623.99838

Area: 47471.38491 1.08979 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.008212 Course: N 85-30-30 E
Precision 1: 319515.55

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

RESOLUTION NO. 12-062

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 58)**

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 1.112 acre parcel at the southwest corner of 290E and Parmer Lane, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by The Butler Family Partnership (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 \$627,487.00 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 \$627,487.00.

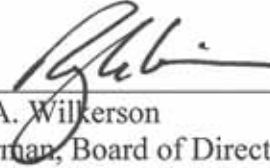
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-062
Date Passed: 8/29/12

Exhibit "A" to Resolution No. 12-062

Metes and Bounds Description of Parcel 58

EXHIBIT _____

County: Travis
Parcel No.: 58
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 58

DESCRIPTION OF 1.112 OF ONE ACRES (48,426 SQ. FT.) OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 11.07 ACRES (THIRD TRACT), IN A DEED TO ROY A. BUTLER OF RECORD IN VOLUME 4282, PAGE 1082, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 11.07 ACRE TRACT BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 ACRES (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 1.112 OF ONE ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 465.30 feet right of Engineer's Baseline Station 1535+85.03, in the proposed south right-of-way (ROW) line of U.S. Highway 290, at the southeast corner of the herein described tract, same being in the east line the remainder portion of said 11.07 acre Butler Family tract, and in the existing west ROW line of Parmer Lane, and in the west line of that tract of land described as 14,541 square feet in a deed to Travis County, of record in Document No. 2008039133, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found in the east line of said 11.07 acre Butler Family tract, and the existing west ROW line of Boyce Lane bears S25°22'00"E 10.89 feet and S24°33'55"W 170.95 feet, and from which point of beginning a 1/2" iron rod found at the southeast corner of said 11.07 acre Butler Family tract, and the existing west ROW line of Boyce Lane, a public ROW for which no record information was found, and the existing north ROW line of Old Highway 20, for which no record conveyance was found, as shown on TxDOT ROW map CSJ#0114-02-012,

EXHIBIT ____

bears S25°22'00"E 10.89 feet and S24°33'55"W 170.95 feet, and S27°23'37"W 251.53 feet;

THENCE, with the proposed south ROW line of U.S. Highway 290 crossing said 11.07 acre Butler Family tract, the following four (4) courses numbered 1 through 4;

- 1) **N70°22'00"W 8.42 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 460.11 feet right of Engineer's Baseline station 1535+77.82;
- 2) **N27°36'18"W 102.93 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 358.47 feet right of Engineer's Baseline station 1535+60.30;
- 3) **N70°57'17"W 36.36 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 336.19 feet right of Engineer's Baseline station 1535+29.72; and
- 4) **S65°41'44"W 315.96 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 356.68 feet right of Engineer's Baseline station 1531+94.08 and being at the southwest corner of this tract, same being an interior ell of the remainder portion of said 11.07 acre Butler Family tract, same being the southeast corner of that certain tract of land described as 3.718 acres in a deed to the State of Texas, of record in Document No. 2005111508, Official Public Records, Travis County, Texas;
- 5) THENCE, with the west line of this tract, and the east line of said 3.718 acre State of Texas tract, crossing said 11.07 acre Butler Family tract, **N01°02'51"E 193.92 feet** to a calculated point at the northwest corner of this tract, the northeast corner of said 3.718 acre State of Texas tract, and the northwest corner of that certain tract of land described as 2,500 square feet, in a deed to Lone Star Gas Company, of record in Volume 3144, Page 990, Deed Records, Travis County, Texas, same being in the north line of said 11.07 acre Butler tract, and the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 3.720 acres in a deed to the State of Texas, of record in Volume 663, Page 25, Deed Records,

EXHIBIT _____

Travis County, Texas, from which point a 1/2" iron rod found bears N16°34'48"W 0.50 feet;

- 6) THENCE, with the north line of this tract, and of said 11.07 acre Butler Family tract, same being the west line of said Lone Star tract, **S16°34'48"E 37.77 feet** to a calculated point;
- 7) THENCE, continuing with the north line of this tract, and of said 11.07 acre Butler Family tract, same being the south line of said Lone Star tract, **N74°26'50"E 49.55 feet** to a calculated point;
- 8) THENCE, continuing with the north line of this tract, and of said 11.07 acre Butler Family tract, same being the east line of said Lone Star tract **N15°38'06"W 38.10 feet** to a calculated point at the northeast corner of said Lone Star tract, same being in the existing south ROW line of U.S. Highway 290, and the south line of said 3.720 acre State of Texas tract, from which point a 1/2" iron rod found bears N15°38'06"W 0.47 feet;
- 9) THENCE, continuing with the north line of this tract, and of said 11.07 acre Butler Family tract, same being the existing south ROW line U.S. Highway 290, and the south line of said 3.720 acre State of Texas tract, **N74°03'41"E 219.05 feet** to a calculated point at the northeast corner of this tract, and the remainder portion of said 11.07 acre Butler Family tract, same being in the existing west ROW line of Parmer Lane and at the northwest corner of said 14.541 square foot Travis County tract;
- 10) THENCE, with the east line of this tract, and the remainder portion of said 11.07 acre Butler Family tract, same being the existing west ROW line of Parmer Lane and the west line of said 14.541 square foot Travis County tract, **S25°22'00"E 269.69 feet** to the POINT OF BEGINNING and containing 1.112 of one acres within these metes and bounds, more or less.

EXHIBIT ____

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

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

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

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



Chris Conrad, Reg. Professional Land Surveyor No. 5623

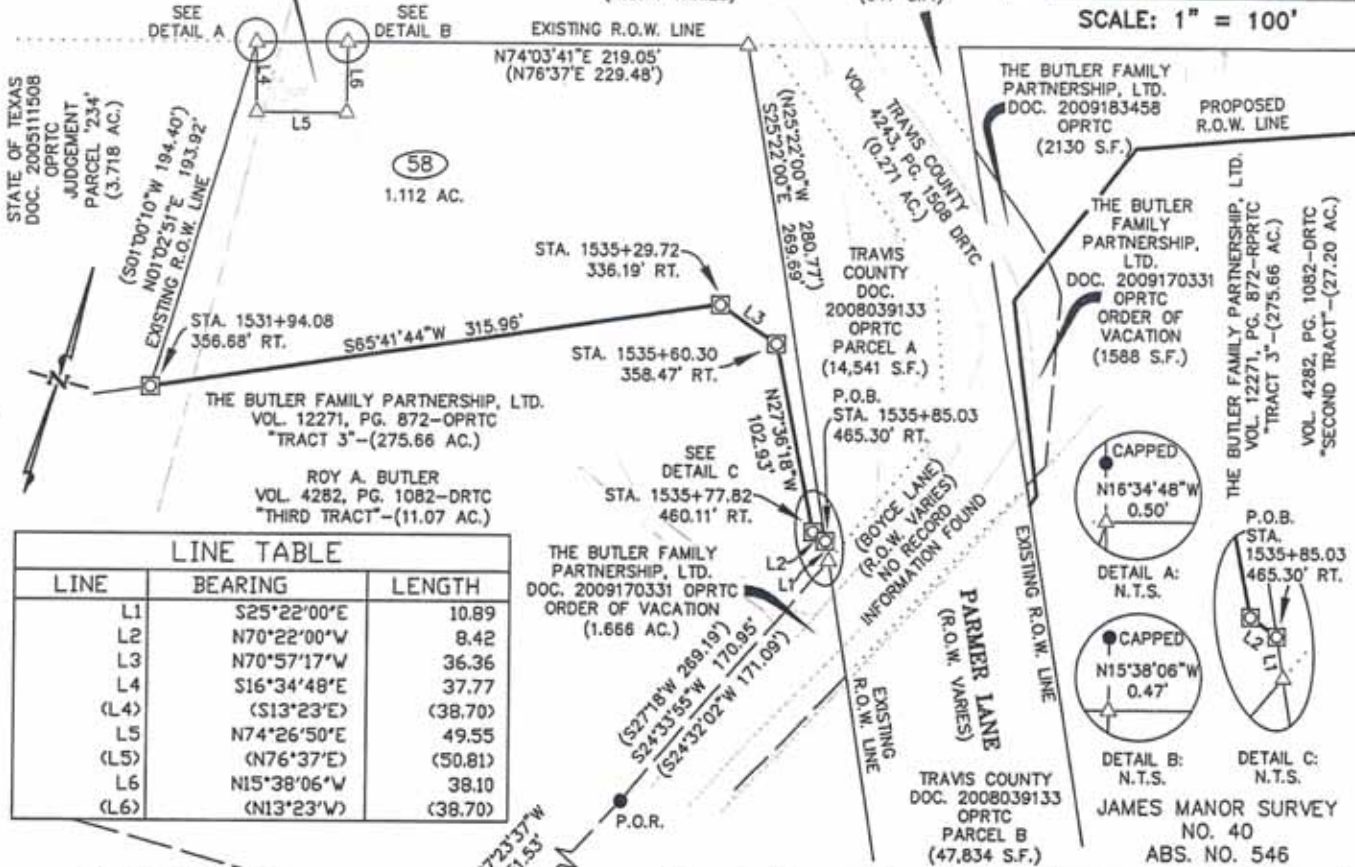
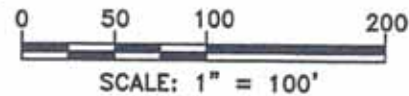
Note: There is a plat to accompany this description. US 290 P58 R3
Issued 12/01/06, Rev 03/20/07, 10/20/10, 12/3/10

LONE STAR GAS COMPANY
VOL. 3144, PG. 990-DRTC
(2500 S.F.)

STATE OF TEXAS
VOL. 663, PG. 25-DRTC
(3,720 AC.)

U.S. HIGHWAY 290
(R.O.W. VARIES)

TRAVIS COUNTY
DOC. 2008039133
OPRTC
PARCEL C
(847 S.F.)



LINE TABLE

LINE	BEARING	LENGTH
L1	S25°22'00"E	10.89
L2	N70°22'00"W	8.42
L3	N70°57'17"W	36.36
L4	S16°34'48"E	37.77
(L4)	(S13°23'E)	(38.70)
L5	N74°26'50"E	49.55
(L5)	(N76°37'E)	(50.81)
L6	N15°38'06"W	38.10
(L6)	(N13°23'W)	(38.70)

CALCULATED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
10.779 AC.	1.112 AC.	48,426	9.667 AC.	421,107

NOTES:

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

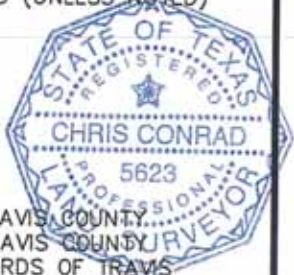
SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

12/03/10

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

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 1.112 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 AC. (TRACT 3), IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 58
PAGE 5 OF 5

FINAL CLOSURE PARCEL 58 US HIGHWAY 290

PARCEL 58 - SKETCH MAPCHECK

North: 10097148.3363 East: 3168951.1750
Course: N 70-22-00 W Distance: 8.42000
North: 10097151.1654 East: 3168943.2445
Course: N 27-36-18 W Distance: 102.93000
North: 10097242.3782 East: 3168895.5495
Course: N 70-57-17 W Distance: 36.36000
North: 10097254.2430 East: 3168861.1798
Course: S 65-41-44 W Distance: 315.96000
North: 10097124.1986 East: 3168573.2229
Course: N 01-02-51 E Distance: 193.92000
North: 10097318.0862 East: 3168576.7680
Course: S 16-34-48 E Distance: 37.77000
North: 10097281.8865 East: 3168587.5458
Course: N 74-26-50 E Distance: 49.55000
North: 10097295.1722 East: 3168635.2815
Course: N 15-38-06 W Distance: 38.10000
North: 10097331.8624 East: 3168625.0132
Course: N 74-03-41 E Distance: 219.05000
North: 10097392.0151 East: 3168835.6422
Course: S 25-22-00 E Distance: 269.69000
North: 10097148.3274 East: 3168951.1799

Perimeter: 1271.75000

Area: 48425.65519 1.11170 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.010176 Course: N 29-11-28 W

Precision 1: 124980.78

PARCEL 58 - STRIPMAP MAPCHECK

North: 10095349.0066 East: 3166741.8917
Course: N 70-22-00 W Distance: 8.42000
North: 10095351.8358 East: 3166733.9613
Course: N 27-36-18 W Distance: 102.93000
North: 10095443.0485 East: 3166686.2662
Course: N 70-57-17 W Distance: 36.36000
North: 10095454.9134 East: 3166651.8965
Course: S 65-41-44 W Distance: 315.96000
North: 10095324.8689 East: 3166363.9396
Course: N 01-02-51 E Distance: 193.92000
North: 10095518.7565 East: 3166367.4848
Course: S 16-34-48 E Distance: 37.77000
North: 10095482.5569 East: 3166378.2626
Course: N 74-26-50 E Distance: 49.55000
North: 10095495.8426 East: 3166425.9982
Course: N 15-38-06 W Distance: 38.10000
North: 10095532.5328 East: 3166415.7300
Course: N 74-03-41 E Distance: 219.05000
North: 10095592.6855 East: 3166626.3589
Course: S 25-22-00 E Distance: 269.69000
North: 10095348.9978 East: 3166741.8967

FINAL CLOSURE PARCEL 58 US HIGHWAY 290

PARCEL 58 - STRIPMAP MAPCHECK (cont.)

Perimeter: 1271.75000

Area: 48425.65519 1.11170 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.010176 Course: N 29-11-28 W

Precision 1: 124980.78

PARCEL 58 - DESCRIPTION MAPCHECK

North: 10096992.5237 East: 3166877.0271
 Course: N 70-22-00 W Distance: 8.42000
North: 10096995.3528 East: 3166869.0966
 Course: N 27-36-18 W Distance: 102.93000
North: 10097086.5655 East: 3166821.4016
 Course: N 70-57-17 W Distance: 36.36000
North: 10097098.4304 East: 3166787.0319
 Course: S 65-41-44 W Distance: 315.96000
North: 10096968.3860 East: 3166499.0750
 Course: N 01-02-51 E Distance: 193.92000
North: 10097162.2735 East: 3166502.6202
 Course: S 16-34-48 E Distance: 37.77000
North: 10097126.0739 East: 3166513.3980
 Course: N 74-26-50 E Distance: 49.55000
North: 10097139.3596 East: 3166561.1336
 Course: N 15-38-06 W Distance: 38.10000
North: 10097176.0498 East: 3166550.8654
 Course: N 74-03-41 E Distance: 219.05000
North: 10097236.2025 East: 3166761.4943
Press any key for more...
 Course: S 25-22-00 E Distance: 269.69000
North: 10096992.5148 East: 3166877.0321

Perimeter: 1271.75000

Area: 48425.65519 1.11170 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.010176 Course: N 29-11-28 W

Precision 1: 124980.78

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

RESOLUTION NO. 12-063

**AUTHORIZING A SETTLEMENT AGREEMENT TO ACQUIRE CERTAIN
PROPERTY IN TRAVIS COUNTY FOR THE US 290 EAST TOLL PROJECT
("MANOR EXPRESSWAY")
(Parcel 61)**

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 14.084 acre parcel at the northeast corner of 290E and Parmer Lane, as described by metes and bounds in Exhibit "A" attached and incorporated into this Resolution (the "Subject Property"), owned by The Butler Family Partnership (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 \$2,815,422.00 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 \$2,815,422.00.

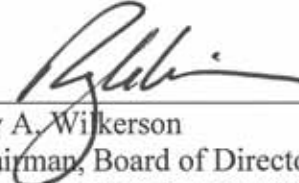
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-063
Date Passed: 8/29/12

Exhibit "A" to Resolution No. 12-063

Metes and Bounds Description of Parcel 61

EXHIBIT _____

County: Travis
Parcel No.: 61
Highway: U.S. Highway 290
Project Limits: From: E of US 183
 To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 61

DESCRIPTION OF 14.084 ACRES (613,481 SQ. FT.) OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 232.03 ACRES (FIRST TRACT) IN A DEED TO ROY A. BUTLER, OF RECORD IN VOLUME 4282, PAGE 1082, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 232.03 ACRES BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 ACRES (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAID 14.084 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap to be replaced by a TxDOT Type II concrete monument after acquisition, 319.01 feet left of Engineer's Baseline Station 1535+75.96, in the proposed north right-of-way (ROW) line of U.S. Highway 290, at the northwest corner of the herein described tract, same being in the existing east ROW line of FM 734 (Parmer Lane), and the east line of that certain tract of land described as 1.035 acres in a deed to the State of Texas, of record in Volume 13218, Page 2065, Real Property Records, Travis County, Texas, from which point a TxDOT Type II concrete monument found in the existing east ROW line of FM 734 (Parmer Lane), and the east line of said 1.035 acre State of Texas tract, bears N38°40'13"W 225.67 feet;

THENCE, with the proposed north ROW line of U.S. Highway 290 and the north line of this tract, crossing said 232.03 acre Butler Family tract, the following six (6) courses numbered 1 through 6;

- 1) **S72°48'17"E 136.09 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 240.73 feet left of Engineer's Baseline Station 1536+82.11;

EXHIBIT ____

- 2) **N74°02'39"E 143.39 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 238.88 feet left of Engineer's Baseline Station 1538+19.73;
- 3) **N76°11'14"E**, passing at 5.46 feet a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 238.67 feet left of Engineer's Baseline Station 1538+24.97 and continuing 114.91 feet for a total distance of **120.37 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 234.37 feet left of Engineer's Baseline Station 1539+39.80, said point being the point of beginning of a curve;
- 4) with said curve to the right whose intersection angle is **05°09'25"**, radius is **11,481.16 feet**, at a sub arc distance of 860.38 feet passing a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 233.41 feet left of Engineer's Baseline Station 1547+99.98, continuing a total arc distance of **1,033.38 feet**, the chord of which bears **N74°32'23"E 1,033.03 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 225.43 feet left of Engineer's Baseline Station 1549+72.79, at the point of tangency of said curve;
- 5) **N77°07'06"E 194.59 feet** to a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 215.00 feet left of Engineer's Baseline Station 1551+67.10; and
- 6) **N74°02'39"E**, at 632.89 feet passing a 1/2" iron rod set with a TxDOT aluminum cap to be replaced with a TxDOT Type II concrete monument after acquisition, 215.00 feet left of Engineer's Baseline Station 1557+99.98, continuing 627.32 feet, in all a total distance of **1260.21 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 215.00 feet left of Engineer's Baseline Station 1564+27.30, at the northeast corner of this tract, same being in the east line of said 232.03 acre Butler Family tract, and the west line of that certain tract of land described as 124.65 acres in a deed to Las Entradas Development Corporation, of record in Document 2007002485, Official Public Records, Travis County, Texas, from which point a 3/4" iron pipe found at the northeast corner of said 232.03 acre Butler Family tract, and the north corner of said Las Entradas Development tract, being in the existing southwest ROW line of Hill Lane, a public ROW for which no record information was found, bears **N27°26'52"E 2764.46 feet**;

EXHIBIT ____

- 7) THENCE, with the east line of this tract and said 232.03 acre Butler Family tract, same being the west line of said Las Entradas Development tract, **S27°26'52"W 272.07 feet** to a calculated point at the west corner of said Las Entradas Development tract and at the northwest corner of that certain tract of land described as 3.609 acres (Part 1) in a deed to the State of Texas, of record in Volume 3329, Page 629, Deed Records, Travis County, Texas, from which point a TxDOT Type I concrete monument found bears **N10°56'33"W 0.89 feet**;
- 8) THENCE, continuing with the east line of this tract and said 232.03 acre Butler Family tract, same being the west line of said 3.609 acre State of Texas tract, **S27°26'52"W 24.77 feet** to a calculated point at the southeast corner of this tract and said 232.03 acre Butler Family tract, same being the northeast corner of that certain tract of land described as 0.040 of one acre (Part II) in a deed to the State of Texas, of record in Volume 3269, Page 1500, Deed Records, Travis County, Texas, also being in the existing north ROW line of U.S. Highway 290, from which point a TxDOT Type I concrete monument found bears **N49°40'49"E 4.08 feet**;
- 9) THENCE, with the south line of this tract and said 232.03 acre Butler Family tract, same being the existing north ROW line of U.S. Highway 290, the north line of said 0.040 acre State of Texas tract, the north line of that certain tract of land described as 1.332 acres in a deed to the State of Texas, of record in Volume 3269, Page 1492, Deed Records, Travis County, Texas, the north line of that certain tract of land described as 1.328 acres (Part I), in a deed to the State of Texas, of record in Volume 3269, Page 1500, Deed Records, Travis County, Texas, and the north line of that certain tract of land described as 1.321 acres in a deed to the State of Texas, of record in Volume 3269, Page 1496, Deed Records, Travis County, Texas, **S74°03'41"W**, at 864.64 feet passing a TxDOT Type I concrete monument found, continuing 1220.91 feet, in all a total distance of **2085.55 feet** to a calculated point at the northwest corner of said 1.321 acre State of Texas tract, from which point a TxDOT Type I concrete monument found bears **N65°36'30"E 1.11 feet**, and from which point a TxDOT Type I concrete monument found bears **N89°32'30"E 2.36 feet**;
- 10) THENCE, continuing with the south line of this tract and said 232.03 acre Butler Family tract, same being the existing north ROW line of U.S. Highway 290, and the west line of said 1.321 acre State of Texas tract, **S28°00'35"W 5.56 feet** to a calculated point at the northeast corner of that certain tract of land described as 0.714, of one acre of land (Part II), in a deed to the State of Texas, of record in Volume 3151, Page 273, Deed Records, Travis County, Texas;

EXHIBIT _____

- 11) THENCE, continuing with the south line of this tract and said 232.03 acre Butler Family tract, same being the existing north ROW line U.S. Highway 290, and with the north line of said 0.714 of one acre State of Texas tract, **S74°03'41"W 438.96 feet** to a calculated point at the southwest corner of this tract, the southeast corner of said 1.035 acre State of Texas tract, same being in the existing east ROW line of FM 734 (Parmer Lane);

- 12) THENCE, with the west line of this tract, crossing said 232.03 acre Butler Family Tract, and with the existing east ROW line of FM 734 (Parmer Lane), and the east line of said 1.035 acre State of Texas tract, **N38°40'13"W 343.86 feet** to the POINT OF BEGINNING and containing 14.084 acres within these metes and bounds, more or less.

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

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

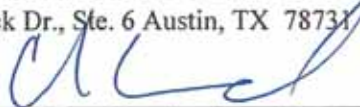
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

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

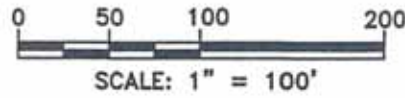


Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P61 R5
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 12/3/10



"EXHIBIT ____"

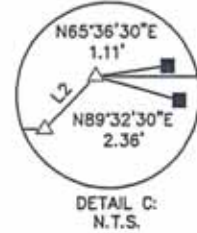
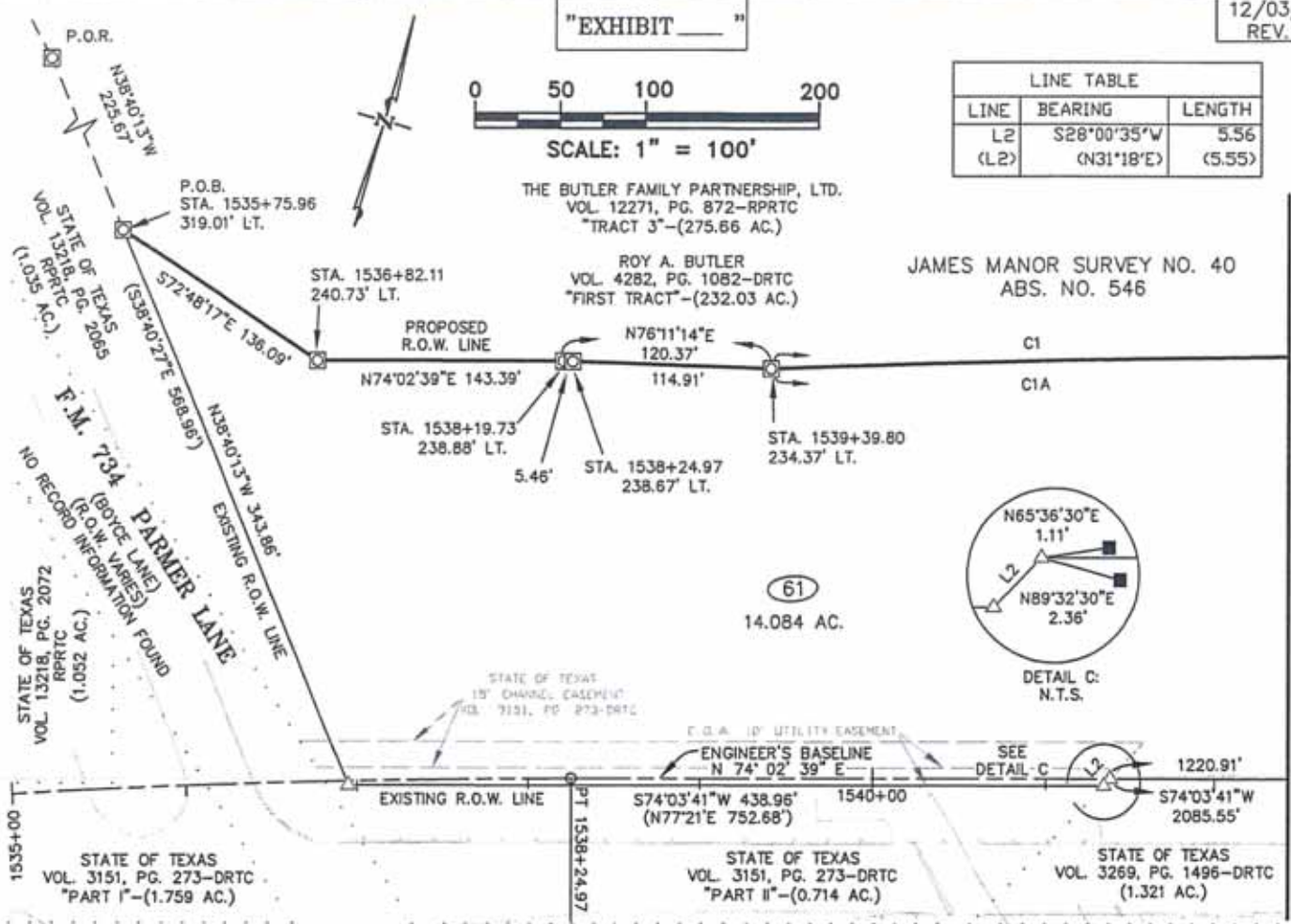


LINE TABLE		
LINE	BEARING	LENGTH
L2	S28°00'35"W	5.56
(L2)	(N31°18'E)	(5.55)

THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PG. 872-RRPTC
"TRACT 3"-(275.66 AC.)

ROY A. BUTLER
VOL. 4282, PG. 1082-DRTC
"FIRST TRACT"-(232.03 AC.)

JAMES MANOR SURVEY NO. 40
ABS. NO. 546



61
14.084 AC.

MATCH PAGE 6 OF 8

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	1033.38	11481.16	05°09'25"	517.04	N74°32'23"E	1033.03
C1A	860.38	11481.16	04°17'37"	430.39	N74°06'29"E	860.18
C1B	172.99	11481.16	00°51'48"	86.50	N76°41'12"E	172.99

U.S. HIGHWAY 290
(R.O.W. VARIES)

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊗ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ||— ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RRPTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

DEED ACREAGE	230.995 AC.
ACQUISITION ACREAGE	14.084 AC.
ACQUISITION SQUARE FEET	613,481
REMAINDER ACREAGE	216.911 AC.
REMAINDER SQUARE FEET	9,448,661

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 14.084 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 AC. (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 61
PAGE 5 OF 8

THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PG. 872-RPRTC
"TRACT 3"-(275.66 AC.)

ROY A. BUTLER
VOL. 4282, PG. 1082-DRTC
"FIRST TRACT"-(232.03 AC.)

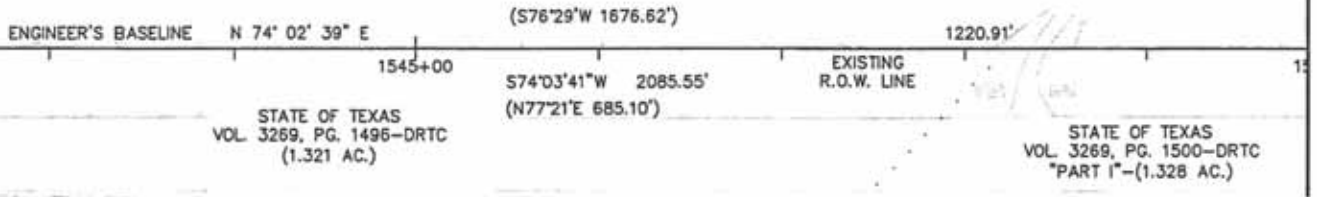
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	1033.38	11481.16	05°09'25"	517.04	N74°32'23"E	1033.03
C1A	860.38	11481.16	04°17'37"	430.39	N74°06'29"E	860.18
C1B	172.99	11481.16	00°51'48"	86.50	N76°41'12"E	172.99

MATCH PAGE 5 OF 8

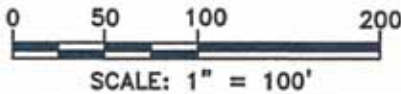
MATCH PAGE 7 OF 8

JAMES MANOR SURVEY NO. 40
ABS. NO. 546

61
14.084 AC.



U.S. HIGHWAY 290
(R.O.W. VARIES)



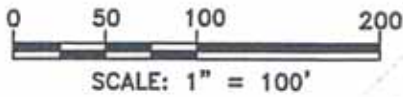
LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊗ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- III ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 14.084 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 AC. (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 61
PAGE 6 OF 8



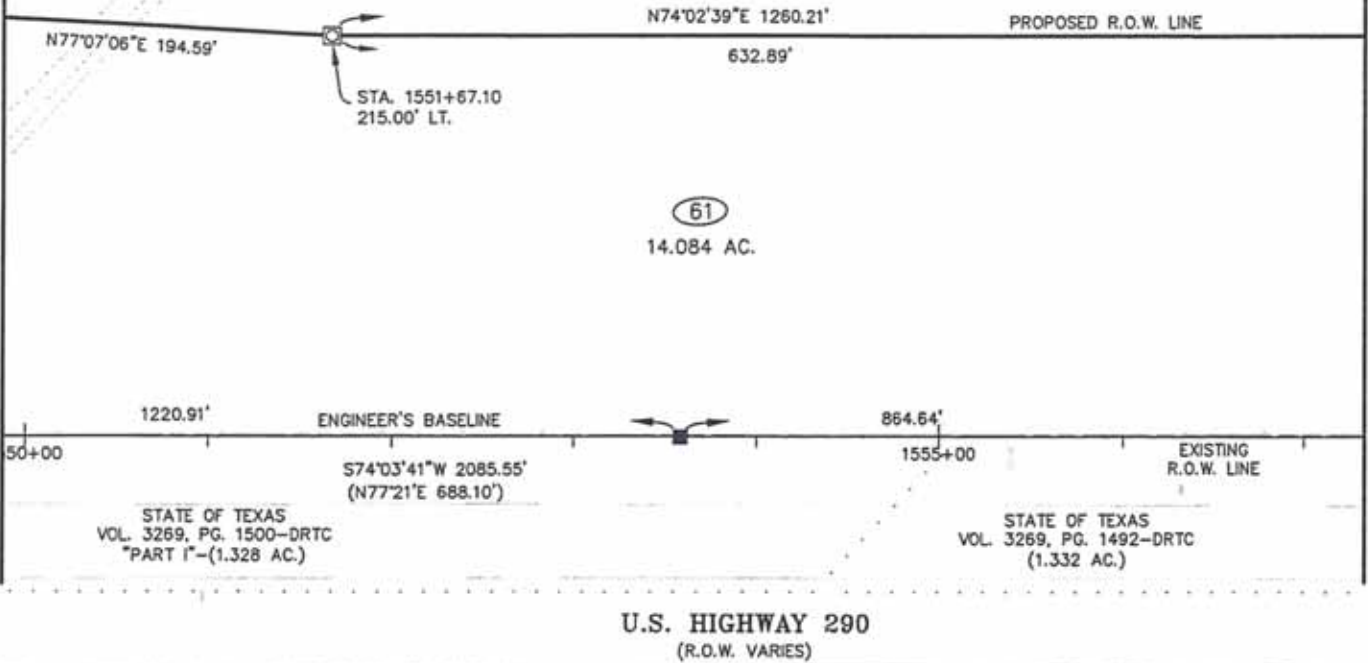
THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PG. 872-RPRTC
"TRACT 3"-(275.66 AC.)

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VOL. 4282, PG. 1082-DRTC
"FIRST TRACT"-(232.03 AC.)

JAMES MANOR SURVEY NO. 40
ABS. NO. 546

MATCH PAGE 6 OF 8

MATCH PAGE 8 OF 8



LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊗ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
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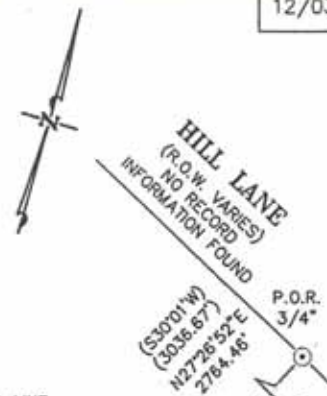
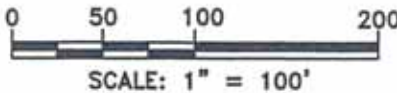
McGRAY & McGRAY
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PLAT OF 14.084 AC. OF LAND OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, SAME BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 275.66 AC. (TRACT 3) IN A DEED TO THE BUTLER FAMILY PARTNERSHIP, LTD., OF RECORD IN VOLUME 12271, PAGE 872, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 61
PAGE 7 OF 8

"EXHIBIT ____"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S27°26'52"W	24.77
(L1)	(S25°24'W)	(25.30)

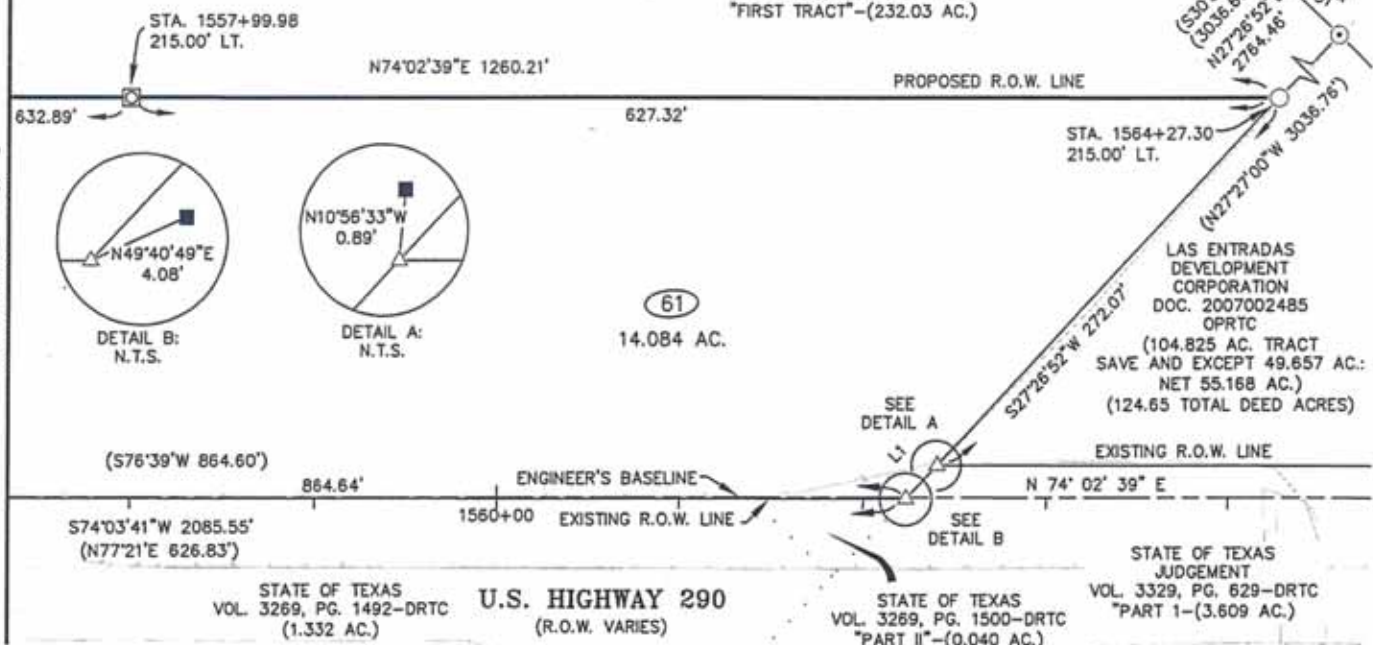


JAMES MANOR SURVEY NO. 40
ABS. NO. 546

THE BUTLER FAMILY PARTNERSHIP, LTD.
VOL. 12271, PG. 872-RPRTC
"TRACT 3"-(275.66 AC.)

ROY A. BUTLER
VOL. 4282, PG. 1082-DRTC
"FIRST TRACT"-(232.03 AC.)

HILL LANE
(R.O.W. VARIES)
NO RECORD
INFORMATION FOUND



MATCH PAGE 7 OF 8

NOTES:

- BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
- SEE PAGES 1, 2, 3, AND 4 OF 8 FOR A DESCRIPTION OF THIS PARCEL.
- IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
- THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
- ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
- ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.
- 0.159 OF ONE ACRE OF SAID 14.084 ACRES IS AN EXISTING 15' STATE OF TEXAS CHANNEL EASEMENT OF RECORD IN VOLUME 3151, PAGE 273, DEED RECORDS, TRAVIS COUNTY, TEXAS.

SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 9, AUSTIN, TX 78731 512/451-8591

Chris Conrad

12/03/10

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

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II CONCRETE MONUMENT FOUND
- ⊠ 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
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- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
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TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 61
PAGE 8 OF 8

FINAL CLOSURES PARCEL 61 US HWY 290

PARCEL 61 - STRIPMAP MAPCHECK

North: 10090999.9359 East: 3173693.1227
Course: S 72-48-17 E Distance: 136.09000
North: 10090959.7037 East: 3173823.1299
Course: N 74-02-39 E Distance: 143.39000
North: 10090999.1211 East: 3173960.9956
Course: N 76-11-14 E Distance: 120.37000
North: 10091027.8594 East: 3174077.8846
Arc Length: 1033.37878 Radius: 11481.16000 Delta: 5-09-25
Tangent: 517.03849 Chord: 1033.03000 Ch Course: N 74-32-23 E
Course In: S 18-02-20 E Out: N 12-52-54 W
Ctr North: 10080111.0308 East: 3177633.1467
End North: 10091303.2345 East: 3175073.5350
Course: N 77-07-06 E Distance: 194.59000
North: 10091346.6160 East: 3175263.2276
Course: N 74-02-39 E Distance: 1260.21000
North: 10091693.0430 East: 3176474.8866
Course: S 27-26-52 W Distance: 272.07000
North: 10091451.5996 East: 3176349.4787
Course: S 27-26-52 W Distance: 24.77000
North: 10091429.6179 East: 3176338.0612
Course: S 74-03-41 W Distance: 2085.55000
North: 10090856.9107 East: 3174332.6871
Course: S 28-00-35 W Distance: 5.56000
North: 10090852.0020 East: 3174330.0760
Course: S 74-03-41 W Distance: 438.96000
North: 10090731.4604 East: 3173907.9912
Course: N 38-40-13 W Distance: 343.86000
North: 10090999.9307 East: 3173693.1345

Perimeter: 6058.79878

Area: 613480.70644 14.08358 acres

Mathematical Closure - (Uses Survey Units)

Error of Closure: 0.012863 Course: N 66-14-12 W

Precision 1: 471033.75

PARCEL 61 - SKETCH MAPCHECK

North: 10095714.5899 East: 3166523.0924
Course: S 72-48-17 E Distance: 136.09000
North: 10095674.3577 East: 3166653.0995
Course: N 74-02-39 E Distance: 143.39000
North: 10095713.7751 East: 3166790.9653
Course: N 76-11-14 E Distance: 120.37000
North: 10095742.5134 East: 3166907.8543
Arc Length: 1033.37878 Radius: 11481.16000 Delta: 5-09-25
Tangent: 517.03849 Chord: 1033.03000 Ch Course: N 74-32-23 E
Course In: S 18-02-20 E Out: N 12-52-54 W
Ctr North: 10084825.6848 East: 3170463.1163
End North: 10096017.8885 East: 3167903.5046

FINAL CLOSURES PARCEL 61 US HWY 290

PARCEL 61 - SKETCH MAPCHECK (cont.)

Course: N 77-07-06 E Distance: 194.59000
North: 10096061.2701 East: 3168093.1973
Course: N 74-02-39 E Distance: 1260.21000
North: 10096407.6971 East: 3169304.8563
Course: S 27-26-52 W Distance: 272.07000
North: 10096166.2537 East: 3169179.4483
Course: S 27-26-52 W Distance: 24.77000
North: 10096144.2720 East: 3169168.0309
Course: S 74-03-41 W Distance: 2085.55000
North: 10095571.5648 East: 3167162.6568
Course: S 28-00-35 W Distance: 5.56000
North: 10095566.6561 East: 3167160.0457
Course: S 74-03-41 W Distance: 438.96000
North: 10095446.1144 East: 3166737.9608
Course: N 38-40-13 W Distance: 343.86000
North: 10095714.5847 East: 3166523.1041

Perimeter: 6058.79878

Area: 613480.70644 14.08358 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.012863 Course: N 66-14-12 W
Precision 1: 471033.75

PARCEL 61 - DESCRIPTION MAPCHECK

North: 10088997.0330 East: 3162783.7569
Course: S 72-48-17 E Distance: 136.09000
North: 10088956.8008 East: 3162913.7640
Course: N 74-02-39 E Distance: 143.39000
North: 10088996.2181 East: 3163051.6298
Course: N 76-11-14 E Distance: 120.37000
North: 10089024.9565 East: 3163168.5188
Arc Length: 1033.37878 Radius: 11481.16000 Delta: 5-09-25
Tangent: 517.03849 Chord: 1033.03000 Ch Course: N 74-32-23 E
Course In: S 18-02-20 E Out: N 12-52-54 W
Ctr North: 10078108.1279 East: 3166723.7808
End North: 10089300.3315 East: 3164164.1691
Course: N 77-07-06 E Distance: 194.59000
North: 10089343.7131 East: 3164353.8618
Course: N 74-02-39 E Distance: 1260.21000
North: 10089690.1401 East: 3165565.5208
Course: S 27-26-52 W Distance: 272.07000
North: 10089448.6967 East: 3165440.1128
Course: S 27-26-52 W Distance: 24.77000
Press any key for more...
North: 10089426.7150 East: 3165428.6954
Course: S 74-03-41 W Distance: 2085.55000
North: 10088854.0078 East: 3163423.3213
Course: S 28-00-35 W Distance: 5.56000

**FINAL CLOSURES PARCEL 61
US HWY 290**

PARCEL 61 - DESCRIPTION MAPCHECK (cont.)

North: 10088849.0991 East: 3163420.7102

Course: S 74-03-41 W Distance: 438.96000
North: 10088728.5575 East: 3162998.6253
Course: N 38-40-13 W Distance: 343.86000
North: 10088997.0278 East: 3162783.7686

Perimeter: 6058.79878

Area: 613480.70644 14.08358 acres
Mathematical Closure - (Uses Survey Units)
Error of Closure: 0.012863 Course: N 66-14-12 W
Precision 1: 471033.75

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

RESOLUTION NO. 12-064

**AUTHORIZING ACQUISITION OF APPROXIMATELY 10 ACRES OF REAL
PROPERTY ON OLD MANOR ROAD NEAR DAFFAN LANE FOR MOBILITY
AUTHORITY USE**

WHEREAS, the Central Texas Regional Mobility Authority is authorized by state law to acquire real property or an interest in real property to be used for improvements or amenities the Mobility Authority considers necessary, useful, or beneficial for the operation a Mobility Authority transportation project; and

WHEREAS, the Executive Director, through agents employed or contracted with the Mobility Authority, has identified approximately 10 acres abutting and north of Old Manor Road near its intersection with Daffan Lane (the "Property"); and

WHEREAS, the Property appears to be suitable for use as a storage area for materials and equipment needed for operation of the Mobility Authority's transportation projects; and

WHEREAS, the Executive Director recommends making an offer of \$90,000.00 per acre to acquire the Property through a voluntary sale to the Mobility Authority.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized and directed to negotiate and execute a contract to purchase the Property (with the final configuration of the 10 acres to be negotiated by the Executive Director) for a total acquisition price not to exceed NINETY THOUSAND DOLLARS (\$90,000.00) per acre.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-064
Date Passed: 8/29/12

Exhibit "A" to Resolution No. 12-064

Metes and Bounds Description of Parcel 61

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

RESOLUTION NO. 12-065

**APPROVING THE RELEASE OF A 0.3045 ACRE DRAINAGE EASEMENT
ABUTTING 183A TO PECAN GROVE SPVEF, L.P.**

WHEREAS, in connection with the development of the 183A project, the Mobility Authority acquired from Pecan Grove SPVEF, L.P. (the "Landowner") a 0.3045 acre drainage easement for the nominal consideration of \$10.00, as more specifically described in Exhibit 1 (the "Drainage Easement"); and

WHEREAS, the Mobility Authority staff has determined the Mobility Authority has no current or anticipated need to retain the Drainage Easement for use by the Mobility Authority; and

WHEREAS, the Landowner has requested that the Mobility Authority release and convey the Drainage Easement back to the Landowner; and

WHEREAS, the Board has determined it is in the interests of the Mobility Authority to convey the Drainage Easement to the Landowner.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized to negotiate and execute for the Mobility Authority all documents needed to release the Drainage Easement to the Landowner for the nominal consideration of \$10.00.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of August, 2012.

Submitted and reviewed by:



Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-065
Date Passed: 8/29/12

Exhibit 1

DESCRIPTION OF DRAINAGE EASEMENT

[following 3 pages]

EXHIBIT "A"

County: Williamson
Highway: U.S. 183A
Limits: From: South Fork of the San Gabriel River
To: Avery Ranch Boulevard

Property Description for Parcel 61 DE

Being all that certain 0.3405 of one acre (14,830 square feet) parcel of land situated in the Walter Campbell Survey, A-3, Williamson County, Texas, and being out of and a part of a called 133.41 acre tract of land as conveyed to 183 Pecan Grove, L.L.C. by Document Number 9848122 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 0.3405 of one acre (14,830 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

COMMENCING for a point of reference at a 1/2-inch iron found along the southerly property line of said 133.41 acre tract, same being the northeast corner of a called 10.00 acre tract as conveyed to Jim D. Chadwick by Document Number 9751730 of the O.R.W.C.T.; thence as follows:

- South 69°07'10" West, along the boundary line common to said 133.41 acre tract and said 10.00 acre tract, a distance of 734.16 feet to a 1/2-inch iron rod with a TxDOT aluminum cap (X=3,089,072.87, Y=10,172,380.90) set for the **POINT OF BEGINNING**;
1. THENCE, South 69°07'10" West, continuing along the common line between said 133.41 acre tract and said 10.00 acre tract, a distance of 5.92 feet to a 1/2-inch iron rod found in the proposed easterly right-of-way line of United States Highway Number 183A (US 183A) (width varies), for the southwest corner of the herein described parcel;
 2. THENCE, North 13°36'16" West, along the proposed easterly right-of-way line of said US 183A, a distance of 183.09 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for the northwest corner of the herein described parcel;
 3. THENCE, South 35°46'43" East, across said 133.41 acre tract, a distance of 63.59 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;
 4. THENCE, North 78°58'56" East, continuing across said 133.41 acre tract, a distance of 196.20 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set for an angle point;

EXHIBIT "A"

5. THENCE, South $13^{\circ}36'16''$ East, continuing across said 133.41 acre tract, a distance of 50.00 feet to a $1/2$ -inch iron rod with a TxDOT aluminum cap set for an angle point;
6. THENCE, South $73^{\circ}27'32''$ West, continuing across said 133.41 acre tract, a distance of 196.26 feet to a $1/2$ -inch iron rod with a TxDOT aluminum cap set for an angle point;
7. THENCE, South $04^{\circ}46'57''$ West, continuing across said 133.41 acre tract, a distance of 57.47 feet to the **POINT OF BEGINNING** and containing a computed area of 0.3405 of one acre (14,830 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

The proposed baseline information recited herein is based on a design schematic drawing provided by URS, Inc.

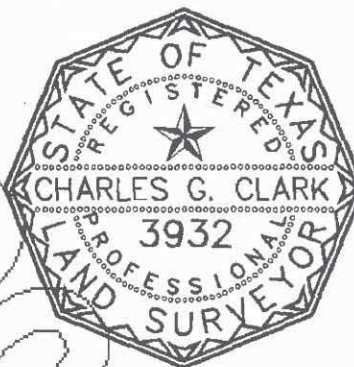
Charles G. Clark 3/1/06

Charles G. Clark Date

Registered Professional Land Surveyor

Texas Registration Number 3932

SURVCON INC.
400 West 15TH Street.
Austin, Texas 78701
(512) 457-7870
March, 2006



EXHIBIT

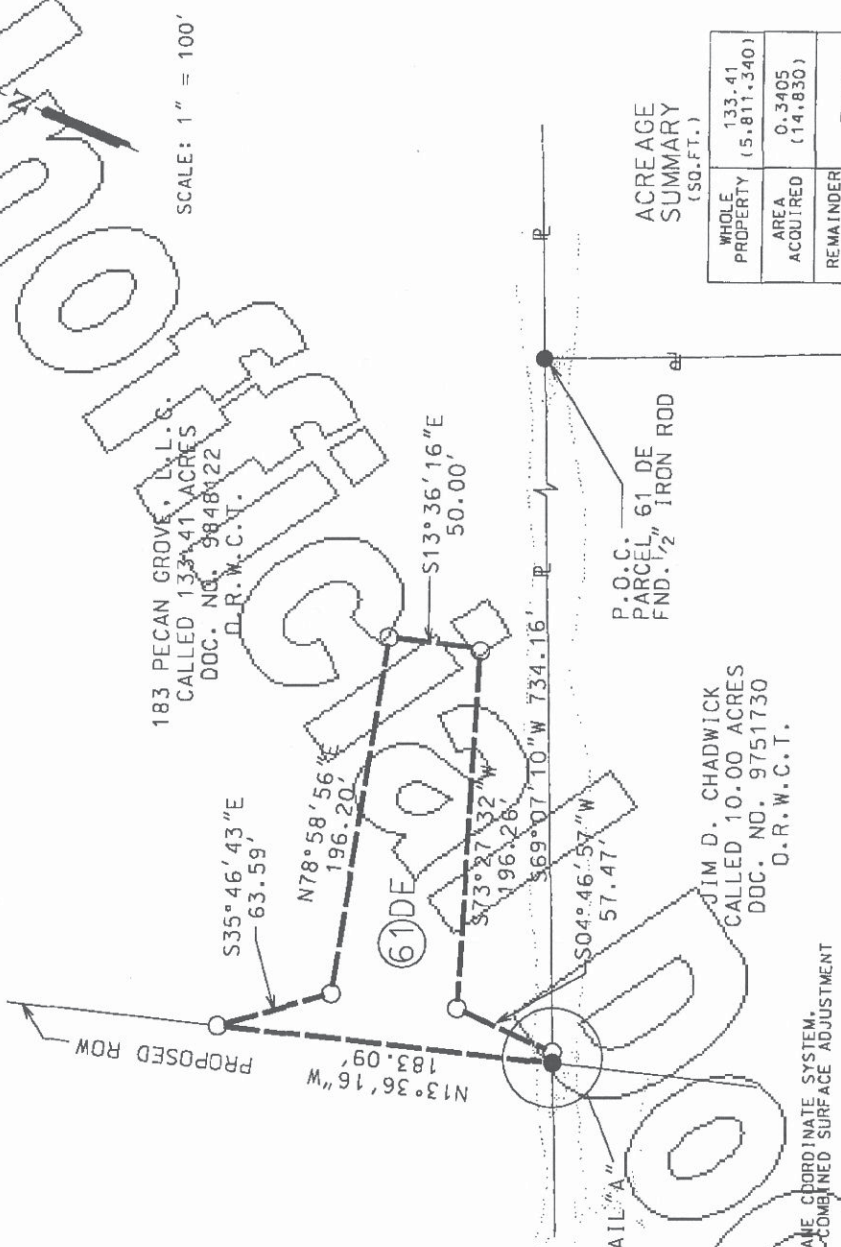
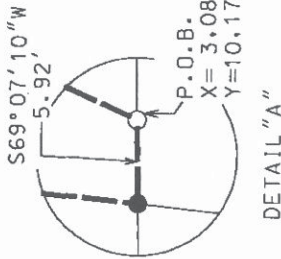
WALTER CAMPBELL SURVEY, A - 3

Exhibit "A"

SURVEY LEGEND

- = FOUND TXDOT BRONZE DISK IN CONCRETE
- = SET TXDOT BRONZE DISK IN CONCRETE
- = SET 1/2" IRON ROD W/TXDOT ALUM. CAP
- = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊗ = FOUND 4" x 4" TXDOT TYPE I CONCRETE MONUMENT
- △ = CALCULATED POINT
- TL = PROPERTY LINE
- BL = PROPOSED BASELINE

PROPOSED US 183A
(R.O.W. VARIES)



WHOLE PROPERTY	133.41 (5,811.340)
AREA ACQUIRED	0.3405 (14.830)
REMAINDER LEFT	---
REMAINDER RIGHT	---

ACREAGE SUMMARY (SQ.FT.)

JIM D. CHADWICK
CALLED 10.00 ACRES
DOC. NO. 9751730
D.R.W.C.T.

US 183A
PARCEL PLAT
FOR PARCEL 61 DE
COUNTY: WILLIAMSON
GRANTOR: 183 PECAN GROVE, L.L.C.



SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com



NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREIN IS PER A DEXON SCHEMATIC FILE PROVIDED BY URS, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. D.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. O.P.R.W.C.C.P. INDICATES OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
8. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
9. W.C.D.B. INDICATES WILLIAMSON COUNTY DEED RECORDS

Charles G. Clark
CHARLES G. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3932

DATE:

3/21/06

SCALE: 1" = 60'
DATE: MARCH 2006
DRAWN BY: CAH
CHECKED BY: CGC
JOB #: 630417-1294
F.B. #: US 183 A
CAD FILE: PARCEL 61 DE
PAGE 3 OF 3 PAGES

(\$SYTIME\$)
(\$SYTIME\$)
(\$SYTIME\$)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007073709

Nancy E. Rister

08/28/2007 09:15 AM

PHERBRICH \$36.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

① The Sennace Group
595 Round Rock West Dr
Suite 205
Round Rock TX 78681