

COUNTY OF CAMERON §

1:30 P.M.

DAVID N. GARZA
ABSENT

RMA Minutes\January 14, 2010\Page 1

AGENDA

**Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

**Levis Building
1390 West Expressway 77
San Benito, TX 78586**

Thursday, January 14, 2010

1:30 PM

ACCEPTED FOR
CAMERON COUNTY
2010 JAN 11 A 11:16
JOE G. KYLE
COUNTY CLERK

I. Public Comments

CONSENT ITEMS:

- II. Consideration and Approval of the Minutes for January 5, 2010 Special Meeting**
- III. Consideration and Approval of Revenue and Expense Report and Financial Statements for the Month of December 2009**
- IV. Consideration and Approval of Right of Entry for Parcel 15, West Rail Project**
- V. Consideration and Approval of Right of Entry for Parcel 16, West Rail Project**
- VI. Consideration and Approval of Right of Entry for Parcel 20, West Rail Project**

ITEMS FOR DISCUSSION AND ACTION:

- VII. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 23 for the Olmito Switchyard**
- VIII. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the donation of right of way for Wetland Mitigation for the SH 550 Toll Project**
- IX. Consideration and Approval of awarding an RFP for Bond Counsel Services and authorizing staff to negotiate an agreement**

- X. Consideration and Approval of the Cameron County Regional Mobility Authority's Toll Policies and Procedures**
- XI. Consideration and Approval of Toll Systems Interlocal Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority**
- XII. Consideration and Approval to Authorize Chairman/RMA Coordinator to Execute Amended Market Valuation Agreement with Texas Department of Transportation on the Terms and Conditions for SH 550**
- XIII. Consideration and Approval of the SH 550 Spur Toll Project Development Agreement for a Project Partially Funded by the American Recovery and Reinvestment Act of 2009 Project On System between the Cameron County Regional Mobility Authority and the Texas Department of Transportation**
- XIV. Consideration, Discussion and Possible Action regarding the design and engineering of the ultimate configuration for the SH 550 Project**

EXECUTIVE SESSION ITEMS:

- XV. Executive Session:**
 - A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
 - B. Deliberation regarding real property concerning acquisition of Parcel 15, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
 - C. Deliberation regarding real property concerning acquisition of Parcel 16, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
 - D. Deliberation regarding real property concerning acquisition of Parcel 20, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- XVI. Action relative to Executive Session**
 - A. Possible Action**
 - B. Possible Action**

C. Possible Action

D. Possible Action

XVII. Adjournment

Signed this 11th day of January 2010

A handwritten signature in blue ink, appearing to read "D. E. Alex", written over a horizontal line.

David E. Alex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

ALL ITEMS II TO VI UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

Upon motion by Director Gallegos, seconded by Director Scaief and carried unanimously, Items II to VI listed below were approved as presented.

II. CONSIDERATION AND APPROVAL OF THE MINUTES FOR JANUARY 5, 2010, SPECIAL MEETING

III. CONSIDERATION AND APPROVAL OF REVENUE AND EXPENSE REPORT AND FINANCIAL STATEMENTS FOR THE MONTH OF DECEMBER 2009

The Report is as follows:

IV. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 15, WEST RAIL PROJECT

The ROE is as follows:

V. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 16, WEST RAIL PROJECT

The ROE is as follows:

VI. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 20, WEST RAIL PROJECT

The ROE is as follows:

ACTION ITEMS

VII. CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 23 FOR THE OLMITO SWITCHYARD

Mr. Richard Ridings with HNTB and Mr. Sepulveda, RMA Coordinator explained to the Board the purpose of this Supplemental Work Authorization.

Director Scaief moved to approve Supplemental 1 to Work Authorization 23. The motion was seconded by Director Gallegos and carried unanimously.

The Work Authorization is as follows:

VIII. CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE BROWNSVILLE NAVIGATION DISTRICT FOR THE DONATION OF RIGHT OF WAY FOR WETLAND MITIGATION FOR THE SH 550 TOLL PROJECT

Mr. Sepulveda, RMA Coordinator, mentioned to the Board that we still had not received comments from the Brownsville Navigation District but that he recommend approval of the Agreement.

Director Scaief moved that the Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the donation of right of way for Wetland Mitigation for the SH 550 Toll Project be approved. The motion was seconded by Director Villalobos and carried unanimously.

The Agreement is as follows:

IX. CONSIDERATION AND APPROVAL OF AWARDDING AN RFP FOR BOND COUNSEL SERVICES AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT

Mr. Sepulveda, RMA Coordinator passed out a memorandum to the Board and advised the Board of the recommendation being made to award the RFP to Vinson & Elkins.

Director Gallegos moved to award the RFP for Bond Counsel Services to Vinson & Elkins as recommended by the RMA Coordinator. The motion was seconded by Director Villalobos and carried unanimously.

The memorandum is as follows:

X. CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S TOLL POLICIES AND PROCEDURES

Mr. Richard Ridings with HNTB, explained the Toll Policies and Procedures to the Board.

Director Gallegos moved to approve the Cameron County Regional Mobility Authority's Toll Policies and Procedures. The motion was seconded by Director Scaief and carried unanimously.

The Toll Policies and Procedures are as follows:

XI. CONSIDERATION AND APPROVAL OF TOLL SYSTEMS INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE CENTRAL TEXAS REGION MOBILITY AUTHORITY

Mr. Richard Ridings with HNTB, went over the purpose of the Agreement and recommended approval.

Director Villalobos moved to authorize the approval of the Toll Systems Interlocal Agreement between Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority. The motion was seconded by Director Parker and carried unanimously.

The Agreement is as follows:

XII. CONSIDERATION AND APPROVAL TO AUTHORIZE CHAIRMAN/RMA COORDINATOR TO EXECUTE AMENDED MARKET VALUATION AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION ON THE TERMS AND CONDITIONS FOR SH 550

Mr. Sepulveda, RMA Coordinator introduced the item and explained to the Board the purpose of this item. He explained the difference from the previous Market Valuation Agreement the Board had approved. On this Amendment the ultimate configuration for SH 550 is being added.

Director Gallegos moved to approve Amended Market Valuation Agreement with Texas Department of Transportation on the Terms and Condition for SH 550. The motion was seconded by Director Scaief and carried unanimously.

The Agreement is as follows:

XIII. CONSIDERATION AND APPROVAL OF THE SH 550 SPUR TOLL PROJECT DEVELOPMENT AGREEMENT FOR A PROJECT PARTIALLY FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 PROJECT ON SYSTEM BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION

Upon motion by Director Scaief, seconded by Director Parker and carried unanimously, this item was **TABLED.**

XIV. CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE DESIGN AND ENGINEERING OF THE ULTIMATE CONFIGURATION FOR THE SH 550 PROJECT

Mr. Sepulveda, RMA Coordinator introduced item and advised the Board that this was a continuation of the discussion the Board had at the previous meeting. With the potential of have a second round of stimulus money, we need to proceed with design and engineering to have it ready by September 2010. We will place an action item at a future meeting to move forward.

Director Gallegos move to acknowledge this item. The motion was seconded by Director Scaief and carried unanimously.

EXECUTIVE SESSION

Director Gallegos moved to go into Executive Session, the motion was seconded by Director Scaief and carried unanimously, the Board met in Executive Session at 2:11 P.M. to discuss the following matters:

XV. EXECUTIVE SESSION:

- A. CONSULTATION WITH, AND ADVISE FROM LEGAL COUNSEL CONCERNING NEGOTIATIONS AND RELATED CONTRACT ISSUES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S PROJECTS, SPECIFICALLY SH 550 TOLL PROJECT AND OTHER LEGAL ISSUES AFFECTING THE AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2)**
- B. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 15, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- C. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 16, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- D. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 20, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Villalobos seconded by Director Parker and carried unanimously, the Board reconvened into Regular Session at 2:30 P.M. to discuss the following matters:

XVI. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. CONSULTATION WITH, AND ADVISE FROM LEGAL COUNSEL CONCERNING NEGOTIATIONS AND RELATED CONTRACT ISSUES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S PROJECTS, SPECIFICALLY SH 550 TOLL PROJECT AND OTHER LEGAL ISSUES AFFECTING THE AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2)**

Upon motion by Director Villalobos, seconded by Director Parker and carried unanimously, the Board acknowledged Report of Counsel.

- B. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 15, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Scaief, seconded by Director Parker and carried unanimously, the Board approved appraised value of \$16,564.00 for Parcel 15, for the West Rail Project.

- C. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 16, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Villalobos, seconded by Director Scaief and carried unanimously, the Board approved appraised value of \$27,278.00 for Parcel 16, for the West Rail Project.

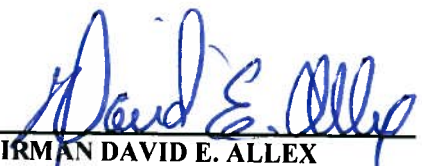
- D. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 20, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Scaief, seconded by Director Gallegos and carried unanimously, the Board approved appraised value of \$244,113.00, for Parcel 20, for the West Rail Project.

XVII. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Scaief, seconded by Director Gallegos and carried unanimously the meeting was **ADJOURNED** at 2:33 P.M.

APPROVED this 20th day of January, 2010.


CHAIRMAN DAVID E. ALEX

ATTESTED:


SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION AND APPROVAL OF REVENUE AND
EXPENSE REPORT AND FINANCIAL STATEMENTS
FOR THE MONTH OF DECEMBER 2009**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Net Assets

December 31, 2009

(Unaudited)

Assets:		2010
Current assets:		
Cash and cash equivalents	\$	954,835
Accounts Receivable		-
Due from other agencies		-
Total current assets		<u>954,835</u>
Capital Assets: CWIP		
Prep Public Inv. Plan	-	
SPI 2nd. Causeway	1,408,835	
West Loop	1,366,347	
West Rail Relocation	-	
East Loop	-	
Port Spur	434,920	
SPI 2nd. Access, Eng., Env.	98,671	
Construction work in progress		<u>3,308,774</u>
Total assets	\$	<u><u>4,263,609</u></u>
Liabilities:		
Current liabilities:		
Accounts payable	\$	-
Due to other Entities		250,000
Deferred Revenue		52,781
Due to TxDot		<u>2,620,238</u>
Total current liabilities		<u>2,923,019</u>
Total liabilities		<u>2,923,019</u>
Net assets:		
Contributed Capital		-
Aid from Other Govt./TxDot		-
Net Assets		<u>1,340,590</u>
Total net assets		<u>1,340,590</u>
Total liabilities and net assets	\$	<u><u>4,263,609</u></u>

CAMERON COUNTY REGIONAL MOBILE AUTHORITY

AS OF 12/31/2009

Statements of Revenues & Expenditures
(Unaudited)

	2010	
<u>OPERATING REVENUES</u>		
RMA Fees	\$ -	
Interlocal Revenue	-	
Interest Income	554	
TOTAL OPERATING REVENUES		\$ 554
<u>OPERATING EXPENSES</u>		
Office Supplies	-	
Small Tools and Equipment	-	
Audit and Accounting	-	
Professional Services	122,532	
Travel	7,549	
Bonds	-	
Education & Training	-	
Aid to other Governments	-	
Contractual	9,050	
TOTAL OPERATING EXPENSES		139,131
<u>DEVELOPMENT PROGRAMS</u>		
Strategic Plan Development	-	
Public Involvement & Outreach	-	
West Rail Relocation	20,769	
North Rail Relocation	-	
East Loop Project	-	
RFI-Comp Dev Agree	-	
TOTAL NON CWIP EXPENDITURES		20,769
CHANGE IN NET ASSETS		(159,346)
TOTAL NET ASSETS - Beginning of Year		1,499,936
TOTAL NET ASSETS - End of Year		\$ 1,340,590

Cash Disbursement Journal By GL
From 12/01/2009 To 12/31/2009

1006660

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
REGIONAL MOBILITY AL									
110 110	6045	0000160920	LOCKE LIDDELL & SAPP LLP	00230933	12/18/2009	12/17/2009	P145445	777163	637.50
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	773728	586.50
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	767848	2,082.50
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	763418	14,792.50
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	756289	2,541.50
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	773730	9,439.78
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	777164	22,270.00
110 110	6045			00230933	12/18/2009	12/17/2009	P145445	767847	318.75
Check Total									52,669.03
110 110	6050	0000166064	GARCIA,DAVID	00230471	12/10/2009	12/10/2009			52,669.03
Line Item Total									101.08
Check Total									101.08
110 110	6050			00230571	12/11/2009	12/10/2009		12/03 AUSTIN	273.02
Check Total									273.02
110 110	6050	0000127024	SEPULVEDA,PETE	00231049	12/18/2009	12/17/2009		REIMB MEETING	119.81
110 110	6050			00231049	12/18/2009	12/17/2009		AUSTIN 12/14/09	347.30
110 110	6050			00231049	12/18/2009	12/17/2009		AUSTIN 12/09/09	387.30
Check Total									854.41
110 110	6082	0000154776	BETANCOURT,BLANCA	00230781	12/18/2009	12/17/2009			1,228.51
Line Item Total									400.00
Check Total									400.00
110 110	6082	0000089010	GALARZA,MARTHA	00230859	12/18/2009	12/17/2009			600.00
Check Total									600.00
110 110	6082	0000119900	ROBLES,MARIA A	00231031	12/18/2009	12/17/2009			300.00
Check Total									300.00
110 110	6082	0000163539	ROBLES,MARICRUZ	00231032	12/18/2009	12/17/2009			416.67
Check Total									416.67
110 110	6082	0000166843	SAENZ,PERLA J	00231040	12/18/2009	12/17/2009			300.00
Check Total									300.00
110 110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00231113	12/18/2009	12/17/2009			1,000.00
Check Total									1,000.00
Line Item Total									3,016.67

Cash Disbursement Journal By GL

1101106

From 12/01/2009 To 12/31/2009

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
SPI SECOND CAUSEWAY									
110 1106	1166	0000160653	HNTB CORP	00230474	12/10/2009	12/10/2009		32-40619-PL-012	9,728.91
110 1106	1166			00230474	12/10/2009	12/10/2009		30-40619-PL-012	1,317.75
								Check Total	11,046.66
110 1106	6082			00230474	12/10/2009	12/10/2009	P116569	Line Item Total	11,046.66
110 1106	6082			00230474	12/10/2009	12/10/2009	P116569	31-40619-PL-012	88,455.12
110 1106	6082			00230474	12/10/2009	12/10/2009	P116569	29-40619-PL-012	47,821.21
				00230474	12/10/2009	12/10/2009	P116569	30-40619-PL-012	58,265.24
								Check Total	194,541.57
								Line Item Total	194,541.57
								Dept. Total	205,588.23

Cash Disbursement Journal By GL
From 12/01/2009 To 12/31/2009

1101107

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 1107	6082		WEST LOOP ROAD	00230474	12/10/2009	12/10/2009	P118014	31-40619-PL-007	4,068.52
								Check Total	4,068.52
110 1107	6082			00230897	12/18/2009	12/17/2009	P118014	29-0619-PL-007	43,958.78
								Check Total	43,958.78
								Line Item Total	48,027.30
								Dept. Total	48,027.30

Cash Disbursement Journal By GL

1101108

From 12/01/2009 To 12/31/2009

Fund Dept LnItem PEID

110 1108 6082 WEST RAILROAD RELOC

<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
	00230897	12/18/2009	12/17/2009	P145292	46-40619-PL-008	11,402.70
					Check Total	11,402.70
					Line Item Total	11,402.70
					Dept. Total	11,402.70

Pete Sepulveda

From: Mary Lou MacNelly
Sent: Wednesday, January 06, 2010 11:49 AM
To: David A. Garcia; Pete Sepulveda
Subject: commissions.xls

Monthly Mobility Fees

	<u>Fees</u>	<u>Adj.</u>	
Dec 07	5.00		(Actual early January tag sold)
Jan 08	52,551.61	(1.61)	(Adjustment -1.61)
Feb	97,192.13	(2.13)	(Adjustment -2.13)
March	151,405.00		
April	104,380.00		
May	127,225.00		
June	93,585.00		
July	77,480.00		
August	109,840.00		
Sept.	83,255.00		
Oct	93,945.00		
Nov	97,445.00		
Dec	79,240.00		
	<u>1,167,548.74</u>	(3.74)	\$ 1,167,545.00

FYI - Motor vehicle collections are on a calendar year (Jan - Dec) not fiscal

Monthly Mobility Fees

<u>2009</u>	<u>Fees</u>	<u>Adj.</u>	
Jan	\$ 193,675.00		
Feb	242,135.00		
Mar	242,860.00		
April	214,570.00	(\$120.00 NSF reversals)	
May	249,580.00		
June	186,285.00	(\$245.00 ref/ nsf reversals)	
July	179,910.00		
Aug	224,250.00	(\$110.00 ref/nsf reversals)	
Sept	174,120.00	(\$140.00 nsf reversals)	
Oct	220,971.50	(1.50 child safety/ -60.00 nsf's)	
Nov			
Dec			
	<u>\$ 2,128,356.50</u>	-	

**IV. CONSIDERATION ON APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 15, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 15
CSJ: 0921-06-073
CSJ: 0921-06-233

STATE OF TEXAS

§

§

§

COUNTY OF CAMERON

WHEREAS, Antonio Silva Salazar, of the County of Cameron, State of Texas, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, will acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, must have possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights to receive full and just compensation for the interest to be acquired by the Cameron County Regional Mobility Authority in the herein described land, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remainder of Grantors' lands.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land, or in the alternative agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.

3. It is expressly provided that in the event the Cameron County Regional Mobility Authority institutes condemnation proceedings under this grant, the Cameron County Regional Mobility Authority will not be liable to Grantors for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. However, payment of any interest may be deferred by the Cameron County Regional Mobility Authority until entry of judgment.
4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantors herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A" other than Grantors herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the 8th day of January, 2010.

ATTEST:

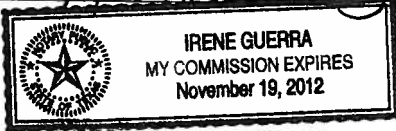
By: [Signature]

Acknowledgement

State of Texas
County of Cameron

This instrument was acknowledged before me on January 8, 2010

by Antonio Silva Salazar



[Signature]
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ by _____

of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this 14th the day of January, 2010.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

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

By:  1-14-10
David E. Allex, Chairman date

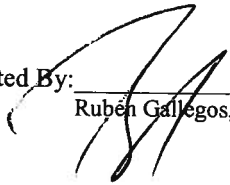
Attested By:  1-14-10
Rubén Gallegos, Jr., Secretary date

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77
ROW CSJ:

PARCEL NO. 15
PROPERTY DESCRIPTION

Being a 2.162 acre (94,180 square feet) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of a part of Block 6 of Olmito Gardens Tract No. 3 as shown on the plat thereof, recorded in Volume 8 at Page 17 of the Map Records of Cameron County (M.R.C.C.), Texas, conveyed to S & S Truck Sales and Equipment Inc. from Adda Maria Mendoza Peralta by deed dated May 15, 1995, recorded in Volume 3485 at Page 95 of the Official Records of Cameron County (O.R.C.C.), Texas, said 2.162 acre parcel of land is more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 3/8 inch iron rod found for the southeast corner of said Block 6 of said Olmito Gardens Tract No. 3 Subdivision and the common northeast corner of Block 8 of said Olmito Gardens Subdivision, being in the centerline of a 60 foot wide road right of way as shown on the plat of said Olmito Gardens, Tract No. 3;

North 06 deg. 09 min. 42 sec. East, with the east line of said Block 6 and said centerline, at a distance of 9.98 feet pass the southwest corner of Block 5 of said Olmito Gardens Tract No. 3 as conveyed to Antonio Silva Salazar from The Esquivel Family Trust by deed dated February 10, 2003 as recorded in Volume 8751 at Page 197 O.R.C.C., continuing with said east line and with the west line of said Block 5, for a total distance of 415.68 feet to a 5/8 inch iron rod with RODS Surveying cap set in the southerly line of proposed West Rail Roadway, for the southeast corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of X=1,300,008.53 and Y = 16,523,445.38 and being located 27.00 feet right of and at a right angle to the proposed West Rail Roadway baseline station 44+14.30;

1. THENCE South 82 deg. 30 min. 19 sec. West, with the proposed southerly right of way line of said West Rail Roadway, a distance of 346.58 feet to a 5/8 inch iron rod with RODS Surveying cap set for an angle point in said proposed right of way and for a corner of the herein described parcel;

Exhibit A

2. THENCE South 80 deg. 17 min. 49 sec. West, with the proposed southerly right of way line of said West Rail Roadway, a distance of 715.88 feet to a 5/8 inch iron rod with RODS Surveying cap set in the west line of said Block 6 and the common east line of a called 516.04 acre tract, conveyed to R.E.C.L. Limited Partnership by Kincannon Farms, a Texas General Partnership, by deed dated February 20, 2003, recorded in Volume 8776 at Page 288 O.R.C.C., for the southwest corner of the herein described parcel;
3. THENCE North 06 deg. 45 min. 51 sec. East, with the west line said Block 6 and the east line of said 516.04 acre tract, a distance of 111.11 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly right of way line of said West Rail Roadway and the common southerly right of way line of a Drainage Ditch (100 foot width), recorded in Volume 6, Page 42 M.R.C.C., for the northwest corner of the herein described parcel;
4. THENCE North 82 deg. 30 min. 39 sec. East, with the proposed northerly right of way line of said West Rail Roadway and the southerly right of way line of said Drainage Ditch, a distance of 1,054.00 feet to a 5/8 inch iron rod with RODS Surveying cap set in the east line of said Block 6, the common west line of said Block 5 and in the centerline of said 60 foot wide road right of way, for the northeast corner of the herein described parcel;
5. THENCE South 06 deg. 09 min. 42 sec. West, with said east line of Block 6, the common west line of said Block 5 and with said centerline, a distance of 82.33 feet to the POINT OF BEGINNING and containing within said boundaries 2.162 acres of land.

SURVEYED: October through December, 2004.

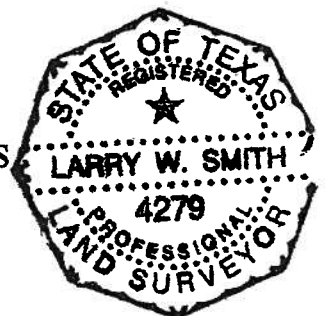
NOTES:

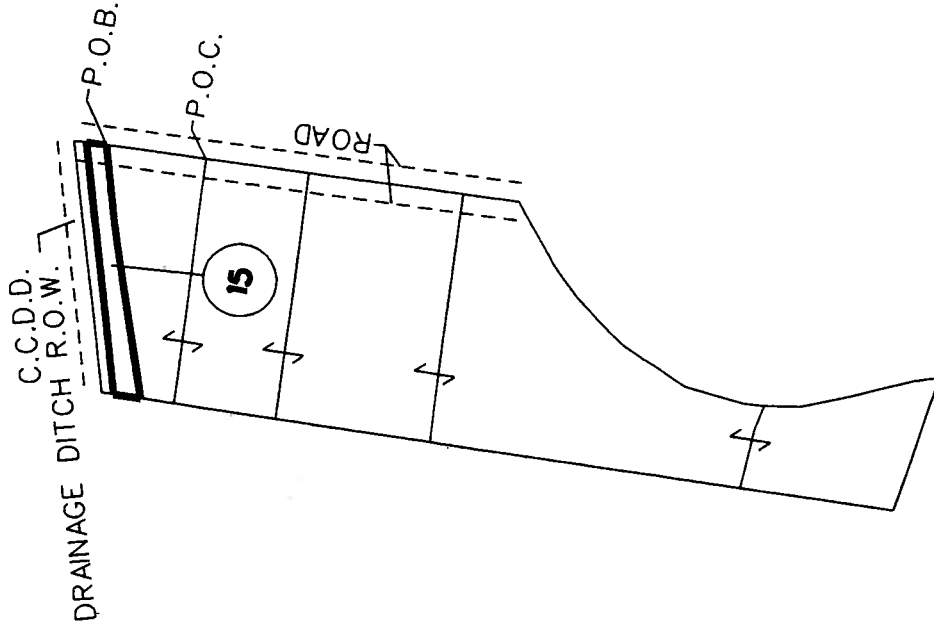
1. A parcel plat of even date was prepared in conjunction with this property description.

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

 9-21-2004

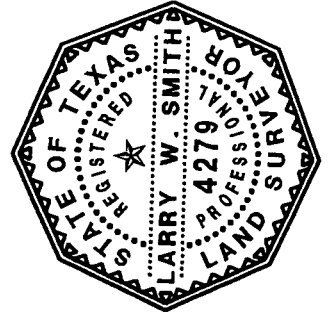
RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS





PARENT TRACT INSET
PARCEL NO. 15

N.T.S.



I do hereby certify that the plot shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.
2. A metes and bounds description of even date accompanies this plot.

EXISTING	TAKING	REMAINING
60.667 AC.	2.162 AC.	1.211 AC. LT
	94,180 Sq. Ft.	57,294 AC. RT

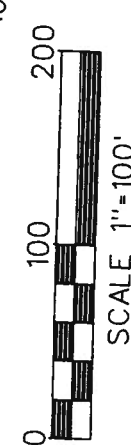
RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 15

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCSJ: pccj

WALVADUK DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



GRANTEE: R.E.C.L. LIMITED
GRANTOR: KINCANNON FARMS
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

OLMITO GARDENS, TRACT NO. 3
VOL. 8, PG. 17, M.R.C.C.
APRIL 28, 1928
BLOCK 4 14.24 AC.

GRANTEE: JOHN MAYERS & FAUSTINO GARZA
GRANTOR: JOSEPH W. HENRY
CALLED 127.96 ACRES
VOL. 6135, PG. 246 O.R.C.C.
FEBRUARY 23, 2000

WEST RAIL
PROP. BASELINE
WR STA. 407+95.02
S 06° 45' 51" W
49.49' LT.
100.49'

PROPOSED WEST RAIL BYPASS
ST-WR STA. 411+97.13
410+00
WR STA. 411+26.64
S 82° 57' 02" W
49.55' RT.
697.62'

PROPOSED R.O.W.
CS-WR STA. 409+47.13
Set
410+00
WR STA. 411+26.64
S 82° 57' 02" W
49.55' RT.
697.62'

DRAINAGE DITCH RIGHT OF WAY
CAMERON COUNTY
DRAINAGE DISTRICT
PARCEL 1
VOL. 5308 PG. 141 O.R.C.C.
DECEMBER 15, 1998

DRAIN DITCH (100' R.O.W.) PER PLAT
(TRACT NO. 3 OLMITO GARDENS)

Set
VOL. 8, PG. 17 M.R.C.C. N 82° 30' 39" E
PROP. RD. STA. 33+82.06
1,054.00'

15 2.162 ACRES
PC STA. 36+74.60
Set
PROPOSED ROAD
(R.O.W. VARIES)

PROPOSED ROAD BASELINE
N 80° 17' 49" E
35+00
PISTA. 37+29.81
Set

GRANTEE: R.E.C.L. LIMITED PARTNERSHIP
GRANTOR: KINCANNON FARMS,
A TEXAS GENERAL PARTNERSHIP
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

PROPOSED ROAD
BASELINE CURVE DATA
P.I. STA. 37+29.81
X= 1,299.326.35
Y= 16,523,383.06
Δ= 02° 12' 29" RT.
D= 02° 00' 00"
R= 2,864.79'
T= 55.21'
L= 110.41'
P.C. STA. 36+74.60
P.T. STA. 37+85.00

S 80° 17' 49" W
715.88'
PROPOSED ROADWAY R.O.W.
PROP. RD. STA. 33+50.57
40.00' RT.

BLOCK 6 10.0 AC.

GRANTEE: S & S TRUCK SALES AND
EQUIPMENT, INC
GRANTOR: ADDA MARIA MENDOZA PERALTA
CALLED 60.667 ACRES
VOL. 3485, PG. 95 O.R.C.C.
MAY 15, 1995

BLOCK 8

MATCH LINE PROP. ROAD STA. 39+00

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2

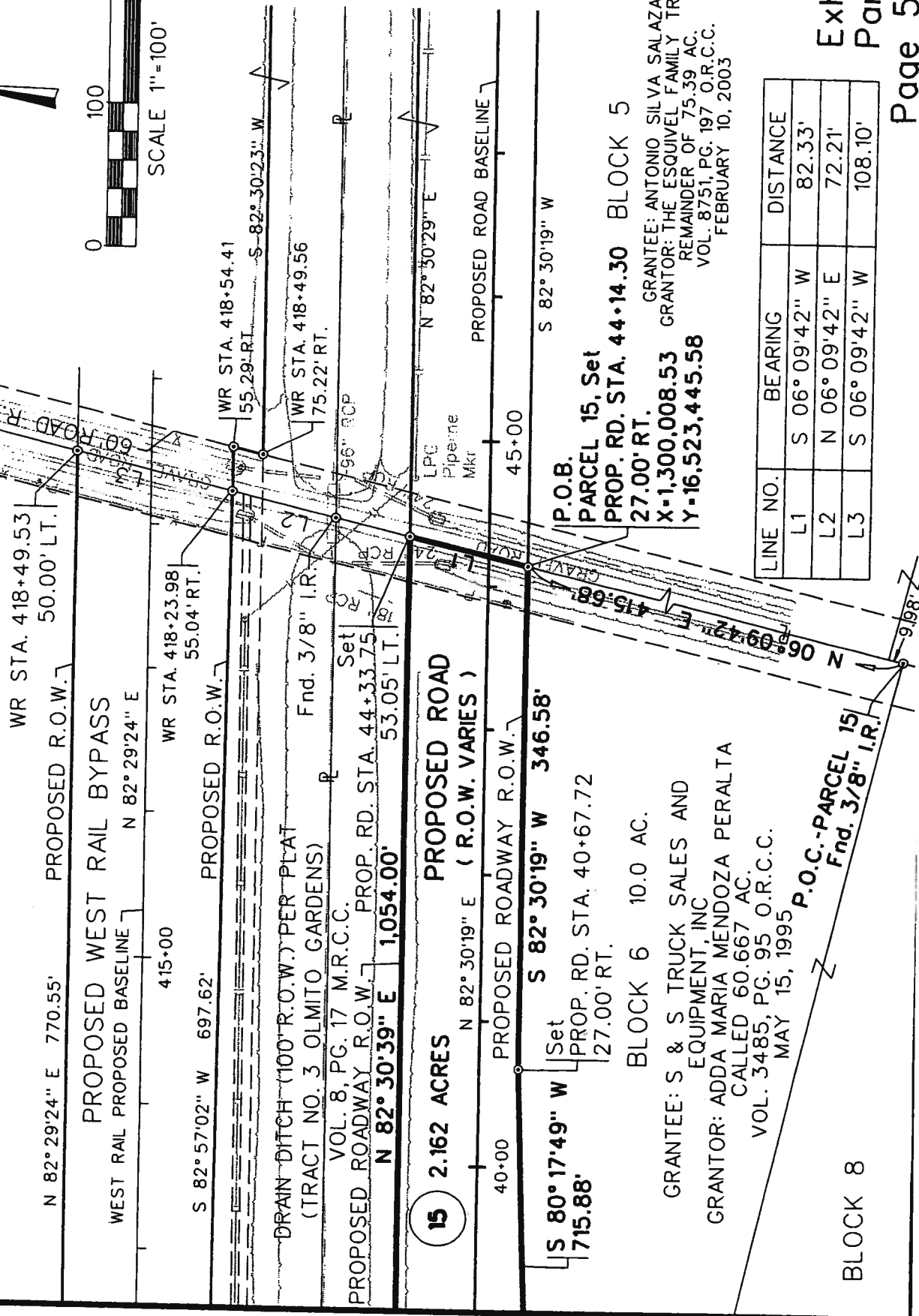
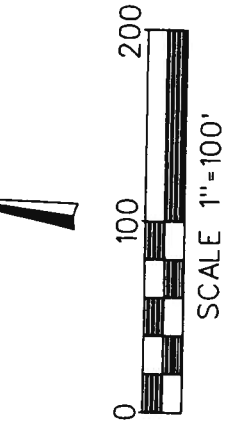
OLMITO GARDENS, TRACT NO. 3

BLOCK 4 14.24 AC. VOL. 8, PG. 17, M.R.C.C.
APRIL 28, 1928

GRANTEE: JOHN MAYERS & FAUSTINO GARZA
GRANTOR: JOSEPH W. HENRY
CALLED 127.96 AC.
VOL. 6135, PG. 246 O.R.C.C.
FEBRUARY 23, 2000

BLOCK 3

MATCH LINE PROP. ROAD STA. 39+00



15 2.162 ACRES
N 82° 30' 19" E (R.O.W. VARIES)

S 80° 17' 49" W 715.88'
Set
PROP. RD. STA. 40+67.72
27.00' RT.

BLOCK 6 10.0 AC.
GRANTEE: S & S TRUCK SALES AND EQUIPMENT, INC
GRANTOR: ADDA MARIA MENDOZA PERALTA
CALLED 60.667 AC.
VOL. 3485, PG. 95 O.R.C.C.
MAY 15, 1995

P.O.B.
PARCEL 15, Set
PROP. RD. STA. 44+14.30 BLOCK 5
27.00' RT.
X-1,300,008.53
Y-16,523,445.58

GRANTEE: ANTONIO SILVA SALAZAR
GRANTOR: THE ESQUIVEL FAMILY TRUST
REMAINDER OF 75.39 AC.
VOL. 8751, PG. 197 O.R.C.C.
FEBRUARY 10, 2003

LINE NO.	BEARING	DISTANCE
L1	S 06° 09' 42" W	82.33'
L2	N 06° 09' 42" E	72.21'
L3	S 06° 09' 42" W	108.10'

BLOCK 8

**V. CONSIDERATION AND APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 16, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 16
CSJ: 0921-06-073
CSJ: 0921-06-233

STATE OF TEXAS

§
§
§

COUNTY OF CAMERON

WHEREAS, Antonio Silva Salazar, of the County of Cameron, State of Texas, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, will acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, must have possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights to receive full and just compensation for the interest to be acquired by the Cameron County Regional Mobility Authority in the herein described land, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remainder of Grantors' lands.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land, or in the alternative agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.

3. It is expressly provided that in the event the Cameron County Regional Mobility Authority institutes condemnation proceedings under this grant, the Cameron County Regional Mobility Authority will not be liable to Grantors for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. However, payment of any interest may be deferred by the Cameron County Regional Mobility Authority until entry of judgment.
4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantors herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A" other than Grantors herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the 8th day of January, 2010.

ATTEST:

By: [Signature]

Acknowledgement

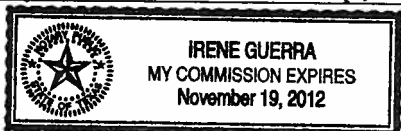
State of Texas
County of Cameron

This instrument was acknowledged before me on

January 8, 2010

by

Antonio Silva Salazar



[Signature]
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ by _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this 14th the day of January, 2010.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

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

By:  1-14-10
David E. Allen, Chairman date

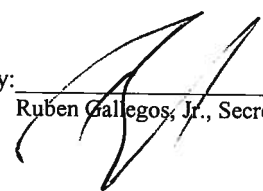
Attested By:  1-14-10
Ruben Gallegos, Jr., Secretary date

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77
ROW CSJ:

Highway: West Rail Relocation Project
CCSJ: 0921-06-073
RCSJ: 0921-06-199

PARCEL NO. 16
PROPERTY DESCRIPTION

Being a 4.914 acre (214,038 square feet) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and apart of a called 75.39 acre tract conveyed to Antonio Silva Salazar by The Esquivel Family Trust by deed dated February 10, 2003 as recorded in Volume 8751 at Page 197 of the Official Records of Cameron County (O.R.C.C.), Texas and being out of Block 5 of Olmito Gardens Tract No. 3 as shown on the plat thereof, recorded in Volume 8, Page 17 of the Map Records of Cameron County, Texas, said 4.914 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 3/8 inch iron rod found for the southeast corner of said Block 6 and the common northeast corner of Block 8 of said Olmito Gardens Tract No. 3, said Blocks 5 and 6 conveyed to S & S Truck Sales and Equipment Inc. by Adda Maria Mendoza Peralta by deed dated May 15, 1995 as recorded in Volume 3485 at Page 95 O.R.C.C., and being on the centerline of a 60 foot wide road right of way as shown on the plat of said Olmito Gardens Tract No. 3;

North 06 deg. 09 min. 42 sec. East, with the east line of said Block 6 and said centerline, at a distance of 9.98 feet pass the southwest corner of said Block 5, continuing with said centerline, the east line of said Block 6 and the common west line of said Block 5, a total distance of 415.68 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of West Rail Roadway (80' R.O.W.), for the southwest corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of X = 1,300,008.53 and Y = 16,523,445.58 and being located 27.00 feet right of and at a right angle to the proposed West Rail Roadway baseline station 44+14.30;

1. THENCE North 06 deg. 09 min. 42 sec. East, with the centerline of said 60 foot wide road and the common line of said Blocks 5 and 6, a distance of 82.33 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly right of way line of said West Rail Roadway and in the southerly right of way line of a Cameron County District No. 1 100 feet wide Drainage Ditch right of way, as shown on the plat of said Olmito Gardens Tract No. 3, also being described in a deed dated January 23, 1912 and recorded in Volume 20, Page 108 D.R.C.C., for the northwest corner of the herein described parcel;

Exhibit A

2. THENCE North 82 deg. 30 min. 19 sec. East, with the proposed northerly right of way line of said West Rail Roadway and with southerly right of way line of said Drainage Ditch, at a distance of 1,038.03 feet pass the east line said Block 5, continuing for a total distance of 2,677.12 feet to a 5/8 inch iron rod with RODS Surveying cap set in the easterly line of said 75.39 acre tract and the centerline of Cameron County Main Canal Water Irrigation District No. 6 (no recording document found), for northeast corner of the herein described parcel;
3. THENCE South 08 deg. 20 min. 01 sec. West, with the easterly line of said 75.39 acre tract and with the centerline of said Main Canal, a distance of 83.15 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of said West Rail Roadway, for the southeast corner of the herein described parcel;
4. THENCE South 82 deg. 30 min. 19 sec. West, with the proposed southerly line of said West Rail Roadway, at a distance of 1,636.17 feet pass the east line of said Block 5, continuing for a total distance of 2,673.88 feet to the POINT OF BEGINNING and containing within said boundaries 4.914 acres of land.

SURVEYED: October through December, 2004.

NOTES:

1. A parcel plat of even date was prepared in conjunction with this property description.

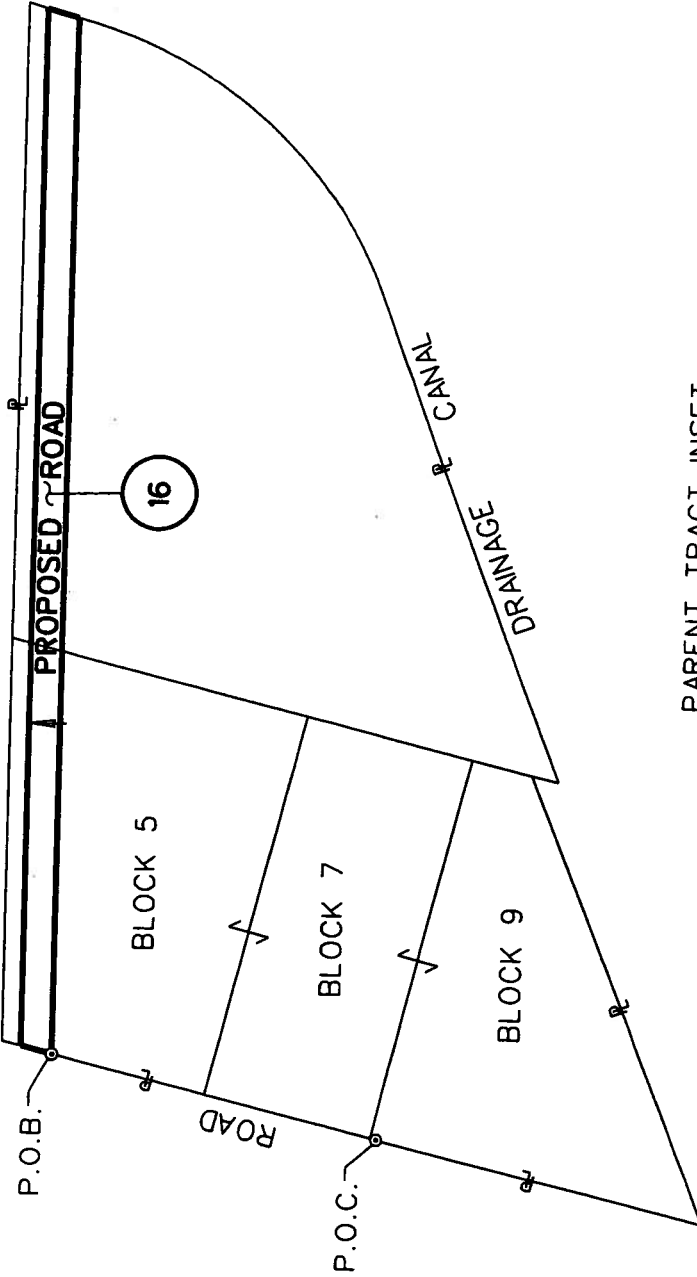
I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

Larry W. Smith 11-30-2005

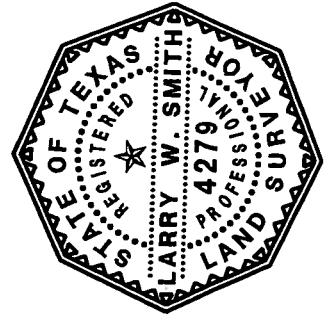
RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS



C.C.D.D. NO. 1
DRAINAGE CHANNEL



PARENT TRACT INSET
PARCEL NO. 16
N.T.S.



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

[Signature]
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.
2. A meters and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
75.39 AC.	4.914 AC.	3.076 AC. LT
	214.038 Sq. Ft.	67.400 AC. RT

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 16

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCSJ: RCS:I

WALVADUK DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2

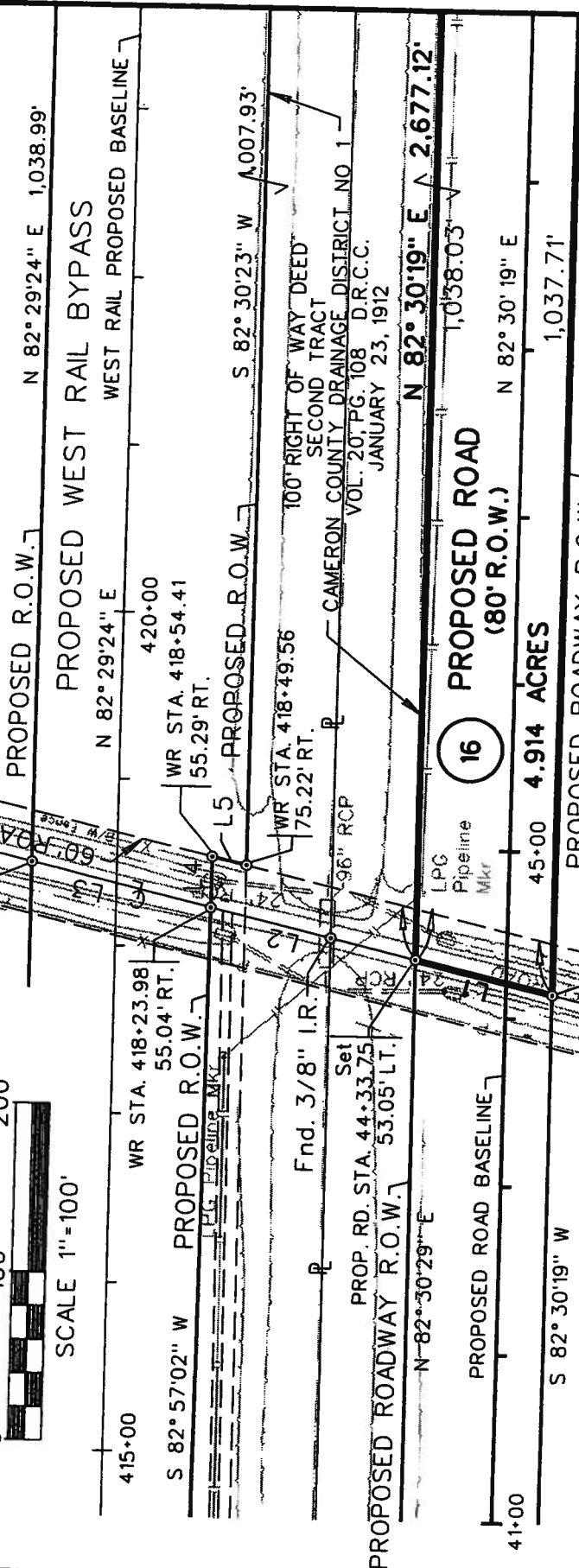
OLMITO GARDENS, TRACT NO. 3
VOL. 8, PG. 17, M.R.C.C.
BLOCK 3
APRIL 28, 1928

BLOCK 4

WR STA. 418+49.53
50.00' LT.



GRANTEE: ROBERTO C. MENDEZ, ET UX
GRANTOR: BRENT PRUDEN
CALLED 8.37 AC.
VOL. 900, PG. 586 D.R.C.C.
DECEMBER 15, 1970



BLOCK 6

GRANTEE: S & S TRUCK SALES
AND EQUIPMENT, INC.
GRANTOR: ADDA MARIA
MENDOZA PERALTA
CALLED 10.0 AC.
VOL. 3485, PG. 95 O.R.C.C.
MAY 15, 1995

P.O.C.-PARCEL 16
Fnd. 3/8" I.R.

BLOCK 8

GRANTEE: ANTONIO SILVA SALAZAR
GRANTOR: THE ESQUIVEL FAMILY TRUST
CALLED 75.39 AC.
VOL. 8751, PG. 197 O.R.C.C.
FEBRUARY 10, 2003

LINE NO.	BEARING	DISTANCE
L1	N 06° 09' 42" E	82.33'
L2	N 06° 09' 42" E	72.21'
L3	S 06° 09' 42" W	108.10'
L4	S 82° 57' 02" W	30.44'
L5	N 06° 09' 50" E	20.52'

BLOCK 5

MATCH LINE PROP. ROAD STA. 50+00

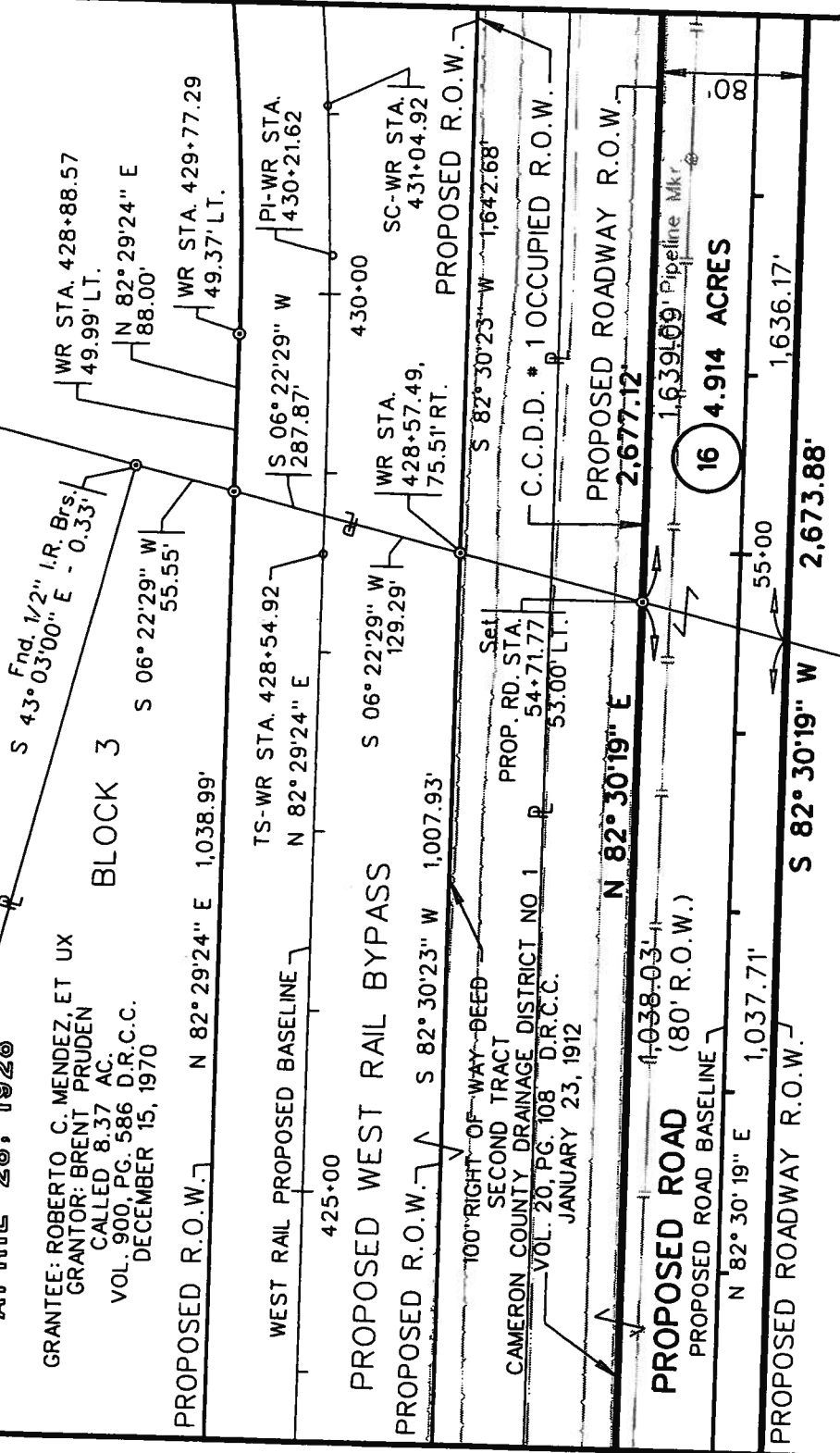
HOUSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT
 OLMITO GARDENS SURVEY A-2
 BLOCK 2
 TRACT NO. 3
 VOL. 8, PG. 17, M.R.C.C.
 APRIL 28, 1928

GRANTEE: ROBERTO C. MENDEZ, ET UX
 GRANTOR: BRENT PRUDEN
 CALLED 8.37 AC.
 VOL. 900, PG. 586 D.R.C.C.
 DECEMBER 15, 1970

MATCH LINE PROP. ROAD STA. 50+00

MATCH LINE PROP. ROAD STA. 58+00

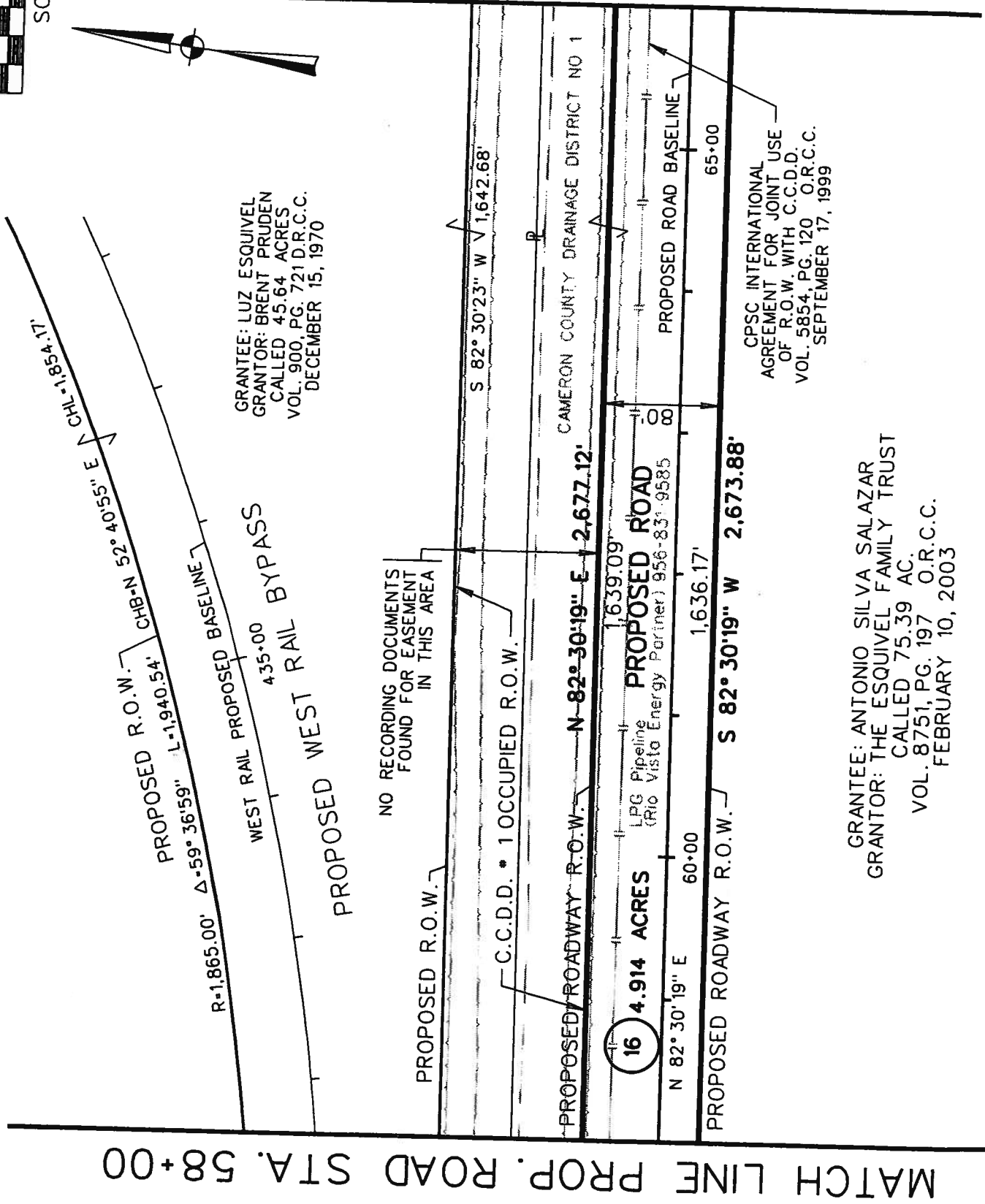
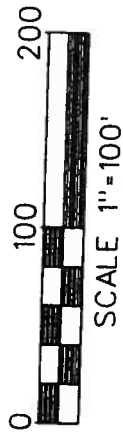
SCALE 1"=100'



BLOCK 5
 GRANTEE: ANTONIO SILVA SALAZAR
 GRANTOR: THE ESQUIVEL FAMILY TRUST
 CALLED 75.39 AC.
 VOL. 8751, PG. 197 O.R.C.C.
 FEBRUARY 10, 2003

OLMITO GARDENS
 TRACT NO. 3
 VOL. 8, PG. 17, M.R.C.C.
 APRIL 28, 1928

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2

MATCH LINE PROP. ROAD STA. 66+00

FILE: PAR16-PG07.dgn

CPSC INTERNATIONAL
AGREEMENT FOR JOINT USE
OF R.O.W. WITH C.C.D.D.
VOL. 5854, PG. 120 O.R.C.C.
SEPTEMBER 17, 1999

GRANTEE: LUZ ESQUIVEL
GRANTOR: BRENT PRUDEN
CALLED 45.64 ACRES
VOL. 900, PG. 721 D.R.C.C.
DECEMBER 15, 1970

C.C.D.D. * 1 OCCUPIED R.O.W.
NO RECORDING DOCUMENTS
FOUND FOR EASEMENT
IN THIS AREA

APPROXIMATE R.O.W.
C.C.W.I.D. NO. 6
(NO RECORDING
DOCUMENT FOUND)

PROPOSED R.O.W.

EASEMENT TO
CAMERON COUNTY
DRAINAGE DISTRICT NO. 3
THIRD TRACT
VOL. 20, PG. 130 D.R.C.C.
JANUARY 23, 1912

PROPOSED ROADWAY R.O.W.

PROP. RD. STA. 71+11.03

16 4.914 ACRES

PROPOSED ROAD BASELINE

N 82° 30' 19" E 1,636.17'

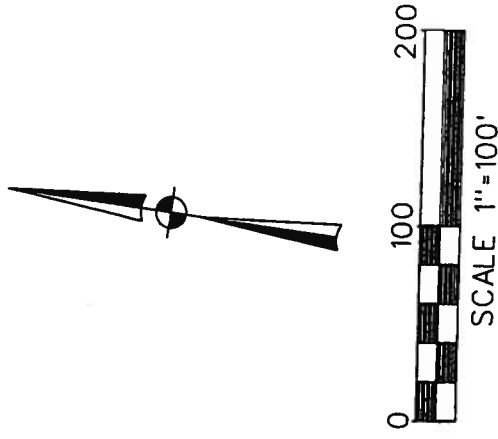
PROPOSED ROADWAY R.O.W.

S 82° 30' 19" W 2,673.88'

CPSC INTERNATIONAL
AGREEMENT FOR JOINT USE
OF R.O.W. WITH C.C.D.D.
VOL. 5854, PG. 120 O.R.C.C.
SEPTEMBER 17, 1999

GRANTEE: ANTONIO SILVA SALAZAR
GRANTOR: THE ESQUIVEL FAMILY TRUST
CALLED 75.39 AC.
VOL. 8751, PG. 197 O.R.C.C.
FEBRUARY 10, 2003

GRANTEE: CHARLES W. MORRIS,
JR., ET AL
GRANTOR: CHARLES W. MORRIS, JR.
CALLED 85.7 ACRES
VOL. 5918, PG. 118 O.R.C.C.
JULY 12, 1999



PROPOSED ROAD	
BASELINE CURVE DATA	
P.I. STA. =	71+56.16
X =	1,302.723.44
Y =	16,523,829.98
Δ =	06° 49' 49" LT.
D =	07° 09' 43"
R =	800.00'
T =	47.74'
L =	95.37'
P.C. STA. =	71+08.42
P.T. STA. =	72+03.79

**VI. CONSIDERATION AND APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 20, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 20
CSJ: 0921-06-073
CSJ: 0921-06-233

STATE OF TEXAS

§
§
§

COUNTY OF CAMERON

WHEREAS, Antonio Silva Salazar, of the County of Cameron, State of Texas, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority, is going to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, will acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, must have possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights to receive full and just compensation for the interest to be acquired by the Cameron County Regional Mobility Authority in the herein described land, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remainder of Grantors' lands.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land, or in the alternative agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.

3. It is expressly provided that in the event the Cameron County Regional Mobility Authority institutes condemnation proceedings under this grant, the Cameron County Regional Mobility Authority will not be liable to Grantors for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. However, payment of any interest may be deferred by the Cameron County Regional Mobility Authority until entry of judgment.
4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantors herein warrant that no person or corporation owns an interest in the fee title of the premises described in the said Exhibit "A" other than Grantors herein.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the 8th day of January, 2010.

ATTEST:

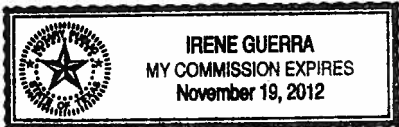
By: Salazar

Acknowledgement

State of Texas
County of Cameron

This instrument was acknowledged before me on January 8, 2010

by Antonio Silva Salazar



Irene Guerra
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ by _____

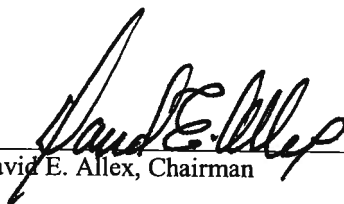
of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this 14th the
day of January, 2010.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

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

By:  1-14-10
David E. Alex, Chairman date

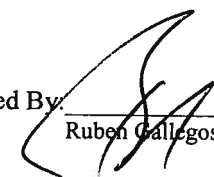
Attested By:  1-14-10
Ruben Gallegos, Jr., Secretary date

Exhibit A

County:	Cameron	Highway:	West Rail Relocation Project
Railroad:	West Rail	CCSJ:	0921-06-073
Project Limits:	From: Rio Grande River	RCSJ:	0921-06-199
	To: US 77		
ROW CSJ:			

PARCEL NO. 20
PROPERTY DESCRIPTION

Being a 1.868 acre (81,371 square feet) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and apart of the remainder of a called 8.13 acre tract conveyed to Juan Antonio Silva Salazar from Daniel Gutierrez and A. Gutierrez, Jr. by deed dated April 24, 1990 as recorded in Volume 1159 at Page 295 of the Official Records of Cameron County, Texas (O.R.C.C.); said 1.868 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set for the northeast corner of said remainder of 8.13 acre tract, and in the existing westerly right of way line of US 77/83, (300' R.O.W.);

THENCE South 35 deg. 30 min. 23 sec. East, with easterly line of said remainder of 8.13 acre tract, and the existing westerly right of way line of said US 77/83, a distance of 399.78 feet to a 5/8 inch iron rod with RODS Surveying cap set for a northeast cut back corner in the proposed northerly right of way line of West Rail Roadway (R.O.W. varies) and for the northeast corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of X=1,304,613.99 and Y=16,524,247.03 and being located 52.17 feet left of and at a right angle to the proposed West Rail Roadway baseline station 90+90.48;

1. THENCE South 35 deg. 30 min. 23 sec. East, with the easterly line of said remainder of 8.13 acre tract and with the existing westerly right of way line of said US 77/83, a distance of 92.67 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of said West Rail Roadway, for the northeast corner of a called 1.04 acre tract conveyed to Jesus Maria Silva Salazar from Yorkent., Inc. by deed dated October 3, 1997, recorded in Volume 4565 at Page 250 O.R.C.C. and for the southeast corner of the herein described parcel;

Exhibit A

2. THENCE South 82 deg. 01 min. 55 sec. West, with the proposed southerly right of way of said West Rail Roadway, the southerly line of said 8.13 acre tract and the northerly line of said 1.04 acre tract, at a distance of 442.13 feet pass the northwest corner of said 1.04 acre tract and the common northeast corner of a called 3.09 acre tract of land conveyed to Basilio C. Gomez et ux from Raul Marquez, et ux, by deed dated January 9, 1987 as recorded in Volume 142 at Page 477 O.R.C.C., continuing with the northerly line of said 3.09 acre tract for a total distance of 631.63 feet to a 5/8 inch iron rod with RODS Surveying cap set for an angle point in said proposed southerly right of way, the northwest corner of said 3.09 acre tract, the northeast corner of the remainder of 5.00 acre tract of land conveyed to Basilio C. Gomez from Raul Marquez and Fidelina Marquez by deed dated February 21, 1986, recorded in Volume 25 at Page 719 O.R.C.C. and for a corner of the herein described parcel;
3. THENCE South 79 deg. 27 min. 42 sec. West, with the proposed southerly right of way of said West Rail Roadway, the southerly line of said 8.13 acre tract and with the northerly line of said 5.00 acre tract, a distance of 742.53 feet to a 5/8 inch iron rod with RODS Surveying cap set for the southeast corner of a called 0.535 acre tract conveyed to Brownsville Navigation District from Juan Antonio Silva Salazar by deed dated September 15, 2000, recorded in Volume 5266 at Page 218 O.R.C.C., for the northwest corner of the remainder of said 5.00 acre tract, and for the southwest corner of the herein described parcel, and being on the arc of a curve to the right;
4. THENCE in a northerly direction, along the easterly line of said 0.535 acre tract, the westerly line of the remainder of said 8.13 acre tract and with the arc of said curve to the right, having a central angle of 05 deg. 47 min. 23 sec., a radius 619.24 feet, an arc length of 62.58 feet, a chord bearing of North 05 deg. 52 min. 15 sec. East, and a chord distance of 62.55 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly line of said West Rail Roadway, for the northwest corner of the herein described parcel;
5. THENCE North 79 deg. 27 min. 42 sec. East, with the proposed northerly line of said West Rail Roadway, a distance of 726.20 feet to a 5/8 inch iron rod with RODS Surveying cap set for an angle point in said proposed northerly right of way line, for a corner of the herein described parcel;
6. THENCE North 82 deg. 01 min. 55 sec. East, with the proposed northerly line of said West Rail Roadway, a distance of 576.70 feet to a 5/8 inch iron rod with RODS Surveying cap set for a proposed southwest cutback corner and for a corner of the herein described parcel;
7. THENCE North 23 deg. 15 min. 47 sec. East, with the proposed northerly line of said West Rail Roadway and said proposed cut back, a distance of 25.92 feet to the POINT OF BEGINNING and containing within said boundaries 1.868 acres of land.

SURVEYED: October through December, 2004.

Exhibit A

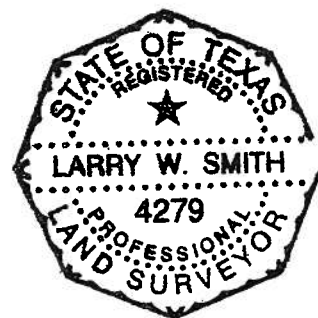
NOTES:

1. A parcel plat of even date was prepared in conjunction with this property description.

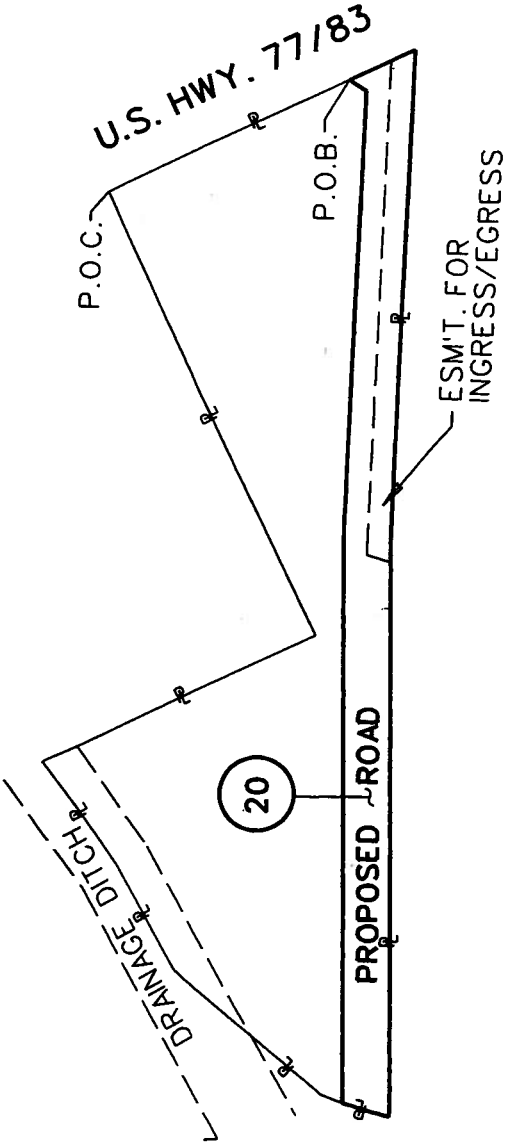
I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

Larry W. Smith 11-30-2005

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS

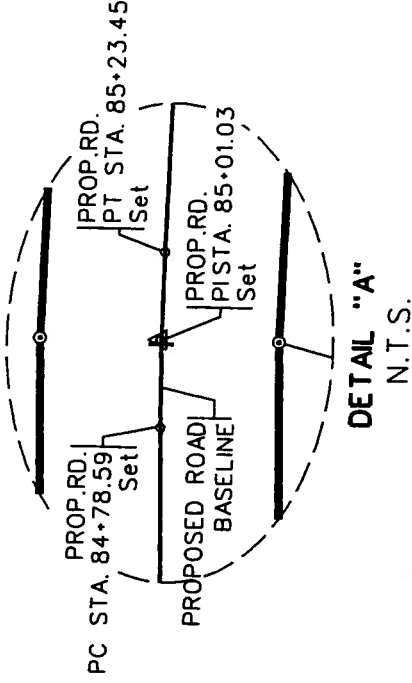


ST. LOUIS BROWNSVILLE
& MEXICAN RAILROAD



PARENT TRACT INSET
PARCEL NO. 20
N.T.S.

PROPOSED ROAD
BASELINE CURVE DATA
P.I. STA. = 85+01.03
X = 1,304,037.45
Y = 16,524,113.66
 $\Delta = 02^\circ 34'13''$ RT.
D = 05° 43'46"
R = 1,000.00'
T = 22.43'
L = 44.86'
P.C. STA. = 84+78.59
P.T. STA. = 85+23.45



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A metes and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
7.856 AC.	1.868 AC.	5.988 AC. LT
	81,371 Sq. Ft.	

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

PARCEL 20

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
C.S.I.

DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



EMILIA SUBDIVISION
VOL. 12, PG. 52
M.R.C.C.

DECEMBER 30, 1947

GRANTEE: JUAN ANTONIO SILVA SALAZAR
GRANTOR: DANIEL GUTIERREZ AND
A. GUTIERREZ, JR.
REMAINDER OF

CALLED 0.535 ACRES
GRANTEE: BROWNSVILLE
NAVIGATION DISTRICT
GRANTOR: JUAN A. SILVA SALAZAR
VOL. 5266, PG. 218 O.R.C.C.
SEPTEMBER 15, 2000

20

PROP. RD. STA. 77+75.49
30.00' LT. N 79° 27' 42" E 726.20'

PROPOSED ROAD BASELINE
N 79° 27' 42" E 80+00

PROPOSED ROAD
S 79° 27' 42" W 742.53'

PROPOSED ROAD R.O.W.
60' R.O.W.

PROP. RD. STA. 77+57.49
29.95' RT.

GRANTEE: BASILIO C. GOMEZ ET UX
GRANTOR: RAUL MARQUEZ, ET UX
5.00 ACRES
VOL. 25, PG. 719 O.R.C.C.
FEB. 21, 1986

CALLER 0.272 ACRE
GRANTEE: BROWNSVILLE
NAVIGATION DISTRICT
GRANTOR: BASILIO C. GOMEZ
VOL. 6548, PG. 92 O.R.C.C.
AUGUST 15, 2000

C-1
CURVE DATA
R= 619.24'
Δ= 05° 47' 23"
L= 62.58'
CHB= N 05° 52' 15" E
CHL= 62.55'

GRANTEE: THE ST. LOUIS BROWNSVILLE &
MEXICAN RAILWAY CO.
GRANTOR: EMILIA CHAMBERLAIN & GEORGE CHAMBERLAIN
VOL. M. PG. 430-432 B.R.C.C.
JANUARY 21, 1904

MATCH LINE PROP. ROAD STA. 84+00

MATCH LINE PROP. ROAD STA. 84+00

EMILIA SUBDIVISION
VOL. 12, PG. 52
M.R.C.C.
DECEMBER 30, 1947

GRANTEE: JUAN ANTONIO SILVA SALAZAR
GRANTOR: DANIEL GUTIERREZ AND
A. GUTIERREZ, JR.
REMAINDER OF CALLED 8.13 ACRES
VOL. 1159, PG. 295 O.R.C.C.
APRIL 24, 1990

SEE DETAIL "A" (SEE PAGE 4)

20

PROP. RD. STA. 85+01.02
30.26' LT.
N 79°27'42" E
726.20'

Meter Pole

N 82°01'55" E
576.70' PROPOSED ROAD R.O.W.

PROP. ROAD BASELINE

PROPOSED ROAD
S 82°01'55" W
631.63'

ESMT. FOR INGRESS AND EGRESS
VOL. 25, PG. 722 O.R.C.C.
FEBRUARY 20, 1986
2-3/4" House

PROP. RD. STA. 85+01.02
29.76' RT.
Set

GRANTEE: BASILIO C. GOMEZ,
ET UX
GRANTOR: RAUL MARQUEZ,
ET UX
CALLED 3.09 ACRES
VOL. 142, PG. 477 O.R.C.C.
JANUARY 9, 1987

GRANTEE: JESUS MARIA SILVA SALAZAR
GRANTOR: YORKENT, INC.
CALLED 1.04 ACRE
VOL. 4565, PG. 250 O.R.C.C.
OCTOBER 3, 1997

JOSE SALVADOR DE LA GARZA
ESPIRITU SANTO GRANT
SURVEY A-2

P.O.C. PARCEL 20
Set

S 35°30'23" E
EXISTING R.O.W.

N 23°15'47" E
25.93'
Set

Chainlink Fence

PROP. RD. STA. 90+77.03
30.00' LT.
Set

PROP. RD. STA. 91+45.79

N 82°01'55" E
90+00 Gravel Road

One Way

Set

PROP. RD. STA. 91+33.32
30.00' RT.

GRANTEE: JESUS MARIA
SILVA SALAZAR
GRANTOR: YORKENT, INC.
0.88 ACRE
VOL. 4565, PG. 248 O.R.C.C.
OCTOBER 3, 1997

JESUS SILVA SALAZAR
VOL. 1665, PG. 181
O.R.C.C.
0.715 ACRE

SCALE 1"=100'

U.S. 77/83
(300' R.O.W.)

P.O.B. PARCEL 20
Set
STA. 90+90.48, 52.17' LT.
X-1,304613.99
Y-16,524,247.03

S 35°30'23" E
192.67'

PROP. RD. STA. 91+45.79

Set

One Way

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Set

PROP. RD. STA. 91+33.32
30.00' RT.

Exhibit A
Parcel 20
Page 6 of 6

**VII. CONSIDERATION AND APPROVAL OF
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 23 FOR THE OLMITO
SWITCHYARD**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 23
UPRR Olmito Yard PS&E

This Supplemental Work Authorization No. 1 to Work Authorization No. 23 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

Part 1. The CONSULTANT will provide the following engineering services:

The responsibilities of the CONSULTANT are amended to include the efforts detailed in Exhibit B.

Part 2. The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 1 to Work Authorization No. 23 is **\$183,763.00**, which increases the total amount payable from \$145,519.00 to \$329,282.00. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

Part 3. Payment to the CONSULTANT for the services is not amended with this supplement.

Supplemental Work Authorization No. 1
Work Authorization No. 23

Part 4. This Supplemental Work Authorization No. 1 to Work Authorization No. 23 is effective as of January 14, 2010 and shall extend the termination date from May 15, 2010 to July 30, 2010, unless extended by a Supplemental Work Authorization.

Part 5. This Supplemental Work Authorization No. 1 to Work Authorization No. 23 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT
HNTB Corporation

By: _____
Signature

Richard Ridings
Christopher J. Price
Printed Name

Vice President
Title

Date

1/14/10

AUTHORITY
Cameron County Regional Mobility Authority

By: _____
Signature

David E. Alex
David E. Alex
Printed Name

Chairman
Title

Date

1/14/10

LIST OF EXHIBITS

- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**VIII. CONSIDERATION AND APPROVAL OF AGREEMENT
BETWEEN CAMERON COUNTY TO THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND THE
BROWNSVILLE NAVIGATION DISTRICT FOR THE
DONATION OF RIGHT OF WAY FOR WETLAND
MITIGATION FOR THE SH 550 TOLL PROJECT**

AGREEMENT REGARDING WETLANDS MITIGATION
FOR THE STATE HIGHWAY 550 PROJECT

This Agreement Regarding Wetlands Mitigation for the SH 550 Project (this "Agreement") is made and entered into this __ day of _____, 2010 by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "CCRMA") and the BROWNSVILLE NAVIGATION DISTRICT (the "District").

I.
RECITALS

- A. The CCRMA is a Regional Mobility Authority authorized by the Texas Transportation Commission and approved by the Cameron County Commissioners' Court pursuant to Chapter 370 of the Texas Transportation Code. The CCRMA is a political subdivision of the State of Texas.
- B. The District is a Navigation District created under the authority of Article 16, Section 59, of the Texas Constitution. The District, a political subdivision of the State of Texas, operates the Port of Brownsville (the "Port").
- C. CCRMA, in cooperation with the Texas Department of Transportation ("TxDOT") and the Federal Highway Administration ("FHWA") is the developer of the State Highway ("SH") 550 project between US Highway ("US") 77/83 and SH 48 in Cameron County, Texas. The total length of the entire project is approximately 10 miles.
- D. A portion of the project includes a new 3.01-mile "spur" (the "Project") extending from Farm-to-Market ("FM") Road 3248 to SH 48 and the future main entrance to the Port.
- E. The Project will provide increased safety and mobility for the area, including increased capacity for trucks carrying goods to and from the Port.
- F. Construction of the Project will entail unavoidable impacts to certain wetlands and waterways that are classified as "waters of the United States" (or "jurisdictional waters") pursuant to section 404 of the federal Clean Water Act, ("CWA"), 33 U.S.C. § 1344. Impacts to jurisdictional waters require authorization through a permit issued by the United States Army Corps of Engineers ("Corps").

- G. CCRMA applied for the Corps permit (the "Permit") to facilitate construction of the Project on or about May 19, 2009. The application for the Permit is pending as of the date of this Agreement.
- H. In connection with the Permit, CCRMA is also seeking a water quality certification from the Texas Commission on Environmental Quality ("TCEQ") pursuant to section 401 of the CWA, 33 U.S.C. § 3341, and relevant TCEQ regulations. All references to the "Permit" herein shall be deemed to include both the Corps Permit and the related TCEQ water quality certification.
- I. As a condition to issuance of the Permit, CCRMA will be required to provide compensatory mitigation for unavoidable impacts to jurisdictional waters. Accordingly, CCRMA has developed a draft Mitigation Plan for SH 550, which is attached hereto as Exhibit A (the "Mitigation Plan"). The Mitigation Plan must also be approved by the Corps in conjunction with the Permit.
- J. In order to implement the Mitigation Plan in accordance with applicable federal regulations, CCRMA must acquire fee title to, or development rights or a conservation easement on, property that enables CCRMA to re-establish, create and/or preserve aquatic resources at a sufficient ratio relative to the unavoidable impacts to jurisdictional waters incurred through the construction of SH 550.
- K. The District owns certain property that is ideal for the implementation of the Mitigation Plan, that property being an approximately 32.6-acre tract located on the southern tip of Long Island adjacent to the Port Isabel Channel in Cameron County, Texas, as depicted on Exhibit 3 to the Mitigation Plan. The Long Island site (the "Property") is a heavily impacted former dredged spoil disposal area.
- L. Pursuant to the Mitigation Plan, CCRMA proposes to re-establish the intertidal marsh, submerged shallow vegetated bay bottom and shallow flat aquatic habitats that existed on the Property prior to its use as a dredged spoil area.
- M. The Corps has previously approved other similar mitigation projects in the immediate vicinity, finding that they were in the public interest and had a reasonably high chance of success. CCRMA consulted with the Corps in connection with the development of the proposal to utilize the Property for the implementation of the Mitigation Plan.

- N. In recognition of the value and benefit of the Project to the Port and the community, as well as the benefit of the Mitigation Plan to aquatic resources in the Lower Laguna Madre watershed, the District desires to grant a conservation easement (the "Conservation Easement") to CCRMA covering the Property for the purposes of implementing the Mitigation Plan, subject to its approval by the Corps.
- O. The District acknowledges that the Mitigation Plan may change based on whatever conditions may be required by the Corps in order to secure its approval, and that the intent of this Agreement is to facilitate the conveyance of a conservation easement that is sufficient to enable the implementation of the final version of the Mitigation Plan that is approved by the Corps in conjunction with the Permit.
- P. The parties acknowledge that the District's obligation to grant CCRMA a conservation easement covering the Property pursuant to this Agreement is expressly conditioned upon approval of the Permit and the related Mitigation Plan by the Corps, as more particularly described below.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

II. AGREEMENT

A. Establishment of Interim Protective Measures

The District agrees to preserve and maintain the Property pursuant to the following conditions while the application for the Permit is pending.

1. *Duration of Interim Protective Measures:* The District shall maintain the Property in its current natural state pursuant to the terms of this Paragraph II-A throughout the pendency of the Permit application process with the Corps and TCEQ, which is defined as concluding upon the occurrence of either: (a) recordation of the Conservation Easement pursuant to the terms of Paragraph II-__ below; or (b) the termination of any post-decision proceeding (such as any administrative or judicial proceeding including any appeal[s] wherefrom or remand to a

lower court or agency) regarding the outcome of the Permit evaluation process.

2. *Vegetation, aquatic resources alteration:* There shall be no alteration of vegetation or any aquatic feature or resource on the Property.
3. *Surface or subsurface alteration:* There shall be no surface or subsurface alteration of topography or hydrology on the Property, whether temporary or permanent.
4. *Construction:* There shall be no construction activity undertaken on the Property, whether temporary or permanent.
5. *Dumping, other pollution:* There shall be no storage, placement, or dumping of any materials, equipment or supplies on the Property. The District shall also use reasonable efforts to prevent the pollution of aquatic resources on the Property, but shall not be responsible for pollution caused by acts of God, natural disasters, or third parties outside the control of the District.
6. *Other easements or agreements:* Within 15 days from the execution of this Agreement, the District will notify CCRMA of any activities on the Property that may occur pursuant to other agreements or easements that may have been entered into prior to the effective date of this Agreement. The District agrees not to enter into any such agreements or grant such easements that would allow the use of the Property for any purpose other than the Conservation Easement.
7. *Exceptions, right of entry:* Entry upon and use of the Property by CCRMA, including its representatives and/or consultants, for the express purpose of conducting any tests, evaluations or studies that may be necessary to secure approval of the Permit and the Mitigation Plan is permitted during the pendency of the interim protection period described in Paragraph II-A-1.

B. Negotiation of Conservation Easement

The parties agree to complete any negotiations that are necessary regarding the terms and conditions in the Conservation Easement form,

attached hereto as Exhibit B, according to the following schedule and conditions:

1. Using Exhibit B as a starting point, the parties shall conclude negotiations regarding the form and content of the Conservation Easement within 30 days from the execution of this Agreement.
2. Upon reaching agreement regarding the terms and conditions in the Conservation Easement, CCRMA will submit the form easement to the Corps for its review and approval.
3. The parties acknowledge that alteration of some terms and conditions of the Conservation Easement form may be necessary in order to obtain Corps approval of the same, and agree that consent to such changes shall not be unreasonably withheld.
4. Within five (5) days of Corps approval of the form, the parties shall execute an amendment to this Agreement designating the approved form as the Conservation Easement that will be granted by the District to CCRMA pursuant to the terms of Paragraph II-C below.

C. Grant of Conservation Easement

The District agrees to grant the Conservation Easement covering the Property to CCRMA using the mutually approved form within 30 days of the occurrence of the Triggering Event, as that term is defined below. The District's agreement to grant the Conservation Easement is also subject to the following conditions and limitations:

1. *Triggering Event defined:* The "Triggering Event" shall be deemed as CCRMA's acceptance of the Permit (including the required TCEQ water quality certification).
2. *Occurrence of the Triggering Event:* The parties acknowledge that the Triggering Event may occur as a result of the Corps issuance of the Permit, or as a result of the outcome of some administrative or judicial proceeding that may occur following the Corps' initial decision on the Permit application. Accordingly, it remains possible for the Triggering Event to occur as long as the Corps is evaluating the Permit application, or there is some administrative or judicial proceeding pending (including any appeal or remand wherefrom) regarding the

outcome of the Corps' evaluation of the Permit or TCEQ's evaluation of the request for water quality certification.

3. *Effect of Final Denial:* The parties acknowledge that the Triggering Event cannot occur following the occurrence of Final Denial, which is defined as either (a) the exhaustion of all available avenues to secure administrative and/or and judicial relief from a decision by the Corps to deny CCRMA's application for the Permit, or from a decision by TCEQ to deny the request for water quality certification; or (b) the exhaustion of all available avenues to secure reversal of an adverse decision affecting the outcome of the Permit application process by any court or agency of competent jurisdiction in a proceeding initiated by a third party.
4. *Limitations on the District's obligation to grant the Conservation Easement:* The District shall not be obligated to grant the Conservation Easement if the Triggering Event does not occur within five (5) years from the date of this Agreement, unless (a) the parties execute a written amendment to the Agreement extending this term, or (b) it remains possible for the Triggering Event to occur, in which case the District's obligation to grant the Conservation Easement shall continue until either Final Denial or the Triggering Event occurs. Notwithstanding the foregoing, if Final Denial occurs prior to the expiration of the five-year term described herein, either the District or CCRMA may terminate the Agreement will automatically terminate according to the terms of Paragraph II-__ below.

D. Cooperation With Other Agencies

The District agrees to cooperate with CCRMA, the Corps and TCEQ or in connection with the agencies' review of the proposed Mitigation Plan.

E. Costs

The costs associated with the implementation of the Mitigation Plan shall be borne by CCRMA or its designee, successor or assign.

F. Sale of the Property

Notwithstanding anything in this Agreement to the contrary, the District shall have the right at any time and from time to time to convey,

transfer, encumber, or lease all or any portion of the Property; provided, however, that any such action will be made subject and subordinate to this Agreement and the terms of the Conservation Easement (if by that time recorded). The District agrees to incorporate the terms of this Agreement by reference into any deed or other legal instrument by which the District divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold or mortgage interest.

G. District's Covenants

The District hereby covenants and agrees to the following, which shall remain in full force and effect through the term of the Conservation Easement or the termination of this Agreement, whichever occurs earlier.

1. *Oil & gas mineral leases:* The District shall not enter into any new lease for the development of oil & gas or other minerals on the Property or any surface use agreements allowing exploration, production or transportation of oil & gas or other minerals on the Property without the consent of CCRMA and, if necessary, the consent of the Corps.
2. *Hazardous substances:* The District shall not discharge or release on the Property any material or substance deemed "hazardous" or "toxic" under any applicable federal, state or local environmental laws.

H. No Limitations on Jurisdiction

Nothing contained in this Agreement shall be deemed to unlawfully limit the District's jurisdiction to discharge its duties and operate the District and the Port under applicable federal and state law.

I. Termination and Breach

Notwithstanding any provision herein to the contrary:

1. CCRMA may elect to terminate this Agreement if any of the following occurs: (a) it elects to withdraw its application for the Permit at any time; (b) any other required permit or approval for the Project is not obtained within five years from the effective date of this Agreement; (c) it becomes necessary for any reason to change the Mitigation Plan such that the Property is no

longer required for its implementation; (d) funding required for the construction of the Project is not secured.

2. The District may terminate this Agreement in the event that CCRMA elects to withdraw its application for the Permit.
3. The Agreement terminates automatically upon the occurrence of Final Denial.
4. Either party may elect to terminate this Agreement on the condition that each of the following has occurred: (a) a party has breached one or more of the material covenants or promises set forth herein; (b) the breaching party has received written notice of such breach from the complaining party; and (c) the breaching party has failed to cure such breach within 60 days after such notice; provided, however, that in the event such breach is curable, in the reasonable judgment of the complaining party, but cannot be reasonably cured within the 60-day period by the breaching party, the complaining party shall not have the right to terminate so long as the breaching party has commenced the cure of the breach and is diligently pursuing a cure to its completion. Nothing in this Paragraph is intended to be construed to limit the legal or equitable remedies (including specific performance or injunctive relief) available to any party in the event of a threatened or actual material breach by the other; provided, however, that no party to this Agreement shall be liable in damages to another party for breach of this Agreement.

J. Entire Agreement

This Agreement and its related Exhibits, and any executed and recorded Conservation Easement, contain the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either CCRMA or the District, or to any employee, officer or agent of CCRMA or the District, which is not contained in this Agreement shall be binding or valid.

K. Interpretation and Headings

The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any party. Headings of the paragraphs of this Agreement are for purposes of

convenience only and the words contained in such headings shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The use of "including" in this Agreement is used by way of example and not by way of limitation. The use of "may" means that the action or item is permissible but not required. Pronouns, nouns and terms used in this Agreement shall include the masculine, feminine, neuter, singular and plural forms wherever appropriate to the context.

L. Modification or Amendment

This Agreement is not subject to modification or amendment except in writing signed by all parties. Any attempted modification not in compliance with this requirement shall be void. The parties acknowledge that this Agreement may be amended in the future by mutual agreement in writing.

M. Notices

All notices, demands, or requests from one party to another may be personally delivered, sent by telecopy, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below or shall be given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address as any party may from time to time specify to the other parties in writing and shall be effective at the time of personal delivery, telecopy transmission or mailing.

CCRMA:

With a copy to:

District:

With a copy to:

N. Successors and Assigns

This Agreement and each of its covenants and conditions shall be binding on and shall only inure to the benefit of the parties and their

respective successors and assigns and no one else. Either party shall give the other party at least 30 days prior to the transfer or assignment of any rights under this Agreement.

O. Exhibits

All Exhibits referred to in this Agreement are attached to this Agreement and made a part hereof by reference.

P. Accuracy of Recitals

The parties hereby affirm the accuracy of the recitals in Section I above.

Q. Attorneys Fees

If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each party shall pay its own attorney's fees and costs.

R. No Partnerships

This Agreement shall not make or be deemed to make any party to this Agreement an agent or partner of any other party.

S. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Texas.

T. Counterparts

This Agreement may be executed in multiple counterparts, each of which may be executed by any one or more parties, but all of which constitute one instrument, and shall be binding and effective when all parties have executed at least one counterpart.

[remainder of page intentionally left blank]

CONSERVATION EASEMENT

This CONSERVATION EASEMENT ("Conservation Easement") is executed to be effective as of this ____ day of _____, 2010, by the **BROWNSVILLE NAVIGATION DISTRICT** ("Grantor") as grantor and the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY** ("Grantee") as grantee.

R E C I T A L S:

- A. Grantor is a Navigation District created under the authority of Article 16, Section 59, of the Texas Constitution. Grantor, a political subdivision of the State of Texas, operates the Port of Brownsville (the "Port").
- B. Grantee is a Regional Mobility Authority authorized by the Texas Transportation Commission and approved by the Cameron County Commissioners' Court pursuant to Chapter 370 of the Texas Transportation Code. Grantee is a political subdivision of the State of Texas empowered to hold an interest in real property under the laws of the State of Texas.
- C. Grantee, in cooperation with the Texas Department of Transportation and the Federal Highway Administration, is the developer of the State Highway ("SH") 550 project in Cameron County, Texas, which includes a new 3.01-mile spur (the "Project") extending from Farm-to-Market Road 3248 to SH 48 and the future main entrance of the Port.
- D. Construction of the Project required Grantee to secure a permit (the "Permit") from the United States Army Corps of Engineers (the "USACE") pursuant to section 404 of the Clean Water Act, 33 U.S.C. § 1344, for certain unavoidable impacts to aquatic features classified as "waters of the United States" ("jurisdictional waters") under federal law. As a condition to receiving the Permit, Grantee is required to provide compensatory mitigation for those impacts.
- E. Grantor and Grantee entered into that certain Agreement Regarding Wetlands Mitigation for the State Highway 550 Project (the "Mitigation Agreement"), dated to be effective as of _____, 2010, whereby Grantor agreed to grant a conservation easement on certain lands it owns in order to facilitate the Grantee's implementation of a mitigation plan (the "Mitigation Plan") that was developed in order to satisfy applicable compensatory mitigation requirements in connection

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with USACE's approval of the Permit. A true and correct copy of the Mitigation Agreement is attached hereto as Exhibit A, and a true and correct copy of the Mitigation Plan is attached hereto as Exhibit B.

- F. Grantor is the owner of an approximately 32.6-acre tract (the "Property") located on the southern tip of Long Island adjacent to the Port Isabel Channel in Cameron County, Texas, as depicted on Exhibit C attached hereto. The Property is a heavily impacted former dredged spoil disposal area. Pursuant to the Mitigation Plan, the Grantee proposes to re-establish the intertidal marsh, submerged shallow vegetated bay bottom and shallow flat aquatic habitats that existed on the Property prior to its use as a disposal area.
- G. The USACE approved the Mitigation Plan in connection with its issuance of the Permit, No. SWG-2009-00258, on _____, 2010. The Permit requires that a conservation easement or some other legal restriction be placed on the Property for the purposes of implementing the Mitigation Plan and ensuring the permanent protection of the mitigation site.
- H. Grantor and Grantee have the common purpose of conserving the Property in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resources Code and Grantor and Grantee wish to avail themselves of the provisions of that statute.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein, and in return for Ten and no/100 Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby gives, grants, bargains, sells and conveys unto Grantee a Conservation Easement in perpetuity over the Property which shall run with the Property in perpetuity and shall encumber the Property only to the extent as set forth in this Conservation Easement.

- 1. **PURPOSES.** The purposes of this Conservation Easement include, without limitation, one or more of the following:
 - (a) implementation of the Mitigation Plan;
 - (b) retaining or protecting natural, scenic, or open-space aspects of the Property;
 - (c) ensuring the availability of the Property for recreational, educational, or open-space use;
 - (d) protecting natural resources;

- (e) maintaining or enhancing air and water quality; and
- (f) preserving the historical, archaeological or cultural aspects of the Property.

Grantor intends that this Conservation Easement will restrict the use of the Property only to the extent inconsistent with the purposes of this Conservation Easement. Unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

2. **TERM.** This Conservation Easement shall run with the Property in perpetuity and be binding on all future owners, heirs, successors, administrators, assigns, lessees, or other occupiers or users. Grantee must file this Conservation Easement for recording with the County Clerk of Cameron County, Texas, within 10 days of the date of its execution and provide a copy of the recorded Conservation Easement to the USACE, Galveston District, within 30 days of filing.

3. **GENERAL RESTRICTIONS.** Except as authorized by the Permit and the Mitigation Plan, the following activities ("Restrictions") are prohibited on the Property:

There shall be no filling, excavation, mining, alteration or other activity on the Property that will affect the success criteria outlined in the Mitigation Plan unless those activities are approved in writing in advance by the USACE, Galveston District.

4. **USACE'S RIGHTS OF ACCESS AND ENTRY.** The USACE shall have the right to enter and go onto the Property for purposes of inspection, and to take actions, including but not limited to, scientific or educational observations and studies, and collection of samples.

5. **GRANTOR'S RESERVED RIGHTS.** Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon provision of prior written notice to Grantee, except where expressly provided otherwise:

- (a) Generally. Grantor reserves the right to engage in all acts or uses not expressly prohibited by the Restrictions, and which are

not inconsistent with the conservation purposes of this grant, which is the implementation of the Mitigation Plan and perpetual conservation of the Property substantially in its natural vegetative and hydrologic condition described in the Mitigation Plan.

- (b) Transfer. The right to sell, give, mortgage, lease or otherwise convey the Property, provided such conveyance is made subject to the terms of this Conservation Easement.
 - (c) Surveys, Evaluation and Testing. The right to conduct any surveys, evaluations or tests on or from the Property that may be desired or necessary in connection with the governance, management and operation of the District and the Port.
 - (d) Tax-Related Designations and Exemptions. To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantor's and successors' in interest rights to receive such designations.
6. **GRANTEE'S RIGHTS.** To accomplish the purposes of this Conservation Easement, the following rights are granted to Grantee:
- (a) Right to Enforce. The right to preserve and protect the conservation values of the Property and enforce the terms of this Conservation Easement.
 - (b) Right of Access to Property for Implementation of Mitigation Plan, Ongoing Management and Enforcement. The right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (i) conducting any and all activities on the Property permitted by this Conservation Easement; (ii) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (iii) conducting surveys and other scientific observations or studies, copies of which studies shall be provided to Grantor upon written request by Grantor; (iv) enforcing the terms of this Conservation Easement; and (v) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.

7. **GRANTEE'S COSTS.** Unless otherwise expressly agreed to by the parties and memorialized in an amendment to this Conservation Easement, Grantee or its designee, successor or assign shall bear all costs associated with the implementation of the Mitigation Plan.
8. **DISCRETIONARY CONSENT.** Grantee's consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's consent, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by Grantor and Grantee, the Grantee may, in its discretion, give permission for such activities, subject to the consent of the USACE if the activity would be considered prohibited under Paragraph 3 above. Such requests for permission, and permission for activities requiring Grantee's consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may give its permission only if it determines that such activities (a) do not violate the purpose of this Conservation Easement and (b) either enhance or do not impair any conservation interests associated with the Property.
9. **PUBLIC ACCESS.** Except as otherwise provided in this Conservation Easement, nothing contained in this Conservation Easement shall give or grant to the public or any party other than Grantor, Grantee or the USACE a right to enter upon or to use the Property or any portion thereof.
10. **TAXES.** Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property.
11. **TITLE.** Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all easements, rights of way, reservations, mineral severances, covenants, conditions, restrictions, and other title exceptions of record which affect the Property.
12. **GRANTEE'S REMEDIES.** If Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give notice to Grantor, at the Grantor's last known address, of such violation via

certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Failure by Grantor to abate the violation and take such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdictions, and/or to recover any actual damages arising from the noncompliance.

- (a) Emergency Enforcement. If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or as otherwise described herein, but without waiting for the period for cure to expire.
- (b) Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.
- (c) Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(d) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

13. **ENFORCEMENT BY USACE.** This Conservation Easement may also be enforced by the USACE, or its successor agencies, in an action at law or in equity against any person(s) or other entity/entities violating or attempting to violate this Conservation Easement. Any forbearance on the part of the USACE to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of their rights hereunder in the event of any subsequent failure of the Grantor to comply. In the event of a breach of the Conservation Easement by the Grantor, Grantee, or another party, or any party working for or under the direction of the Grantor or Grantee, the USACE must be notified immediately. If the USACE becomes aware of a breach of the Restrictions, the USACE will notify the Grantor and Grantee of the breach. The parties shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to swiftly correct the conditions constituting the breach. If the conditions constituting the breach are corrected in a timely and reasonable manner, no further action is warranted or authorized. If the Grantor or Grantee fail to initiate such corrective action within thirty (30) days or fail to complete the necessary corrective action, the USACE may undertake such actions, including legal proceedings, as are necessary to effect such corrective action.
14. **PARTIES SUBJECT TO EASEMENT.** The covenants agreed to and the terms, conditions and restrictions imposed by this grant shall not only be binding on Grantor, but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.
15. **SUBSEQUENT TRANSFERS.** Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Property. Any time the Property, or any interest therein, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Property.
16. **TERMINATION OF EASEMENT.**

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- (a) If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, a court of competent jurisdiction may, at the joint request of the Grantor and Grantee, terminate this Conservation Easement.
 - (b) If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings.
 - (c) At the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee. If the easement is extinguished, terminated, or sold or taken for public use, whether in whole or in part, then, in accordance with Sec. 1.170A-14(g)(6)(ii) of the Internal Revenue Code Treasury Regulations, the Grantee shall be entitled to a share of the proceeds of any sale, exchange, or involuntary conversion of the property formerly subject to this Conservation Easement (minus any amount attributable to new improvements made after the date of this conveyance, which amount shall be reserved to Grantor) equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The Grantee shall use the proceeds consistently with the conservation purposes of this Conservation Easement.
17. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
18. **ENVIRONMENTAL REPRESENTATIONS; WARRANTIES.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

- (b) There are not now any underground storage tanks located on the property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

19. GENERAL PROVISIONS:

- (a) Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
- (b) Rerecording. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement.
- (c) Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.
- (d) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by

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both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

- (e) Legislative Changes. All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.
- (f) Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.

If to Grantor:

with a copy to:

If to Grantee:

with a copy to:

- (g) Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by Grantor and Grantee.
- (h) Compliance with other laws. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement must comply with all appropriate local, state, and Federal statutes including, but not limited to, the Clean Water Act and the Endangered Species Act.
- (i) Effective Date. This Conservation Easement shall not become effective and binding until it is fully executed by Grantor and Grantee.
- (j) No Third Party Right of Enforcement. Notwithstanding anything else to the contrary, this Conservation Easement does not create any rights of enforcement in favor of any third party

other than the USACE. Only Grantor, Grantee and the USACE shall have rights of enforcement.

- (k) Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation Easement and the Conservation Agreement, the Conservation Easement controls.
- (l) Subordination of Liens. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the Property. Grantor has the right to use the Property as collateral to secure the repayment of debt, provided that any lien of other rights granted for such purpose, regardless of date, are subordinate to Grantee's rights under this Conservation Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property.

**IX. CONSIDERATION AND APPROVAL OF AWARDING
AN RFP FOR BOND COUNSEL SERVICES AND
AUTHORIZING STAFF TO NEGOTIATE AN
AGREEMENT**



MEMORANDUM

January 13, 2010

TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PSJ*
Coordinator

RE: Bond Counsel Request for Qualifications

On December 6, 2009, the CCRMA issued an RFQ for Bond Counsel Services. All RFQ responses were due by Monday January 11, 2010 at 4 pm.

The CCRMA received three proposals, those being from Andrews Kurth LLP, Bickerstaff Heath Delgado Acosta, and Vinson & Elkins.

After a thorough evaluation and scoring of the RFQ's by Martha Galarza, David Garcia, and myself, as well as consultation with our financial advisors Estrada Hinojosa and our RMA attorney Brian Cassidy, I am recommending the firm of Vinson & Elkins to the Board.

Furthermore, I would like for authorization to work towards negotiating an agreement with Vinson & Elkins to secure their services as Bond Counsel for the CCRMA. In the event that an agreement cannot be negotiated with them, we would then start negotiating with the next highest ranking firm.

If you have any questions please let me know.

Thanks

Tabulation Sheet
Bond Counsel Services

Firm:	Andrews Kurth	Bickerstaff Heath Delgado Acosta	Vinson&Elkins
Evaluator:			
E1	91	75	95
E2	100	83	97
E3	89	72	96
Total Score	280	230	288
Average	93.3	76.6	96

**X. CONSIDERATION AND APPROVAL OF THE
CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY'S TOLL POLICIES AND PROCEDURES**

POLICIES AND PROCEDURES
FOR TOLL COLLECTION OPERATIONS
ON THE CCRMA TURNPIKE SYSTEM

SECTION 1. PURPOSE

These Policies and Procedures for Toll Collection Operations (“Policies and Procedures”) are established pursuant to CCRMA Resolution No. ____, adopted on January 14, 2010. Under provisions of Chapter 370 of the Texas Transportation Code, CCRMA possesses the authority to designate a turnpike project or a portion of a turnpike project as a controlled-access toll road (Sec. 370.179). These Policies and Procedures establish CCRMA practices and operations for toll collection systems on designated controlled-access toll roads operating within the CCRMA turnpike system, and incorporate provisions of Texas Transportation Code Sec. 370.177 regarding failure or refusal to pay turnpike project tolls and related penalties and offenses.

SECTION 2. DEFINITIONS

CSC	The TxDOT Customer Service Center or its successor(s).
Electronic Toll Tag or Toll Tag	A device that records the usage of a vehicle using a toll road; usually adhered to the windshield of the vehicle, allowing motorists to drive non-stop through designated electronic toll collection lanes. (Electronic Toll Tags are a type of “transponder” pursuant to Texas Transportation Code Sec. 370.178.)
ETC	Electronic Toll Collection.
Video Toll/ Video Billing	A transaction where the customer does not have a valid Toll Tag and the license plate information of the vehicle is utilized to send an invoice to the registered owner of the vehicle.

SECTION 3. EXEMPTION FROM TOLL PAYMENT

Users of CCRMA Toll Facilities shall be required to pay a toll unless they are determined to be exempt under Texas State Statutes or as authorized by the CCRMA Board under the provisions of the Texas State Statutes and as permitted by CCRMA financing documents.

- (a) **Emergency and Military Vehicles:** In accordance with the provisions of Sec. 370.177, 362.901 and 541.201 of the Texas Transportation Code, CCRMA will create technical procedures to ensure that authorized emergency vehicles, as well as state and federal military vehicles, are exempt from paying tolls on the CCRMA toll road system.
- (b) **Public Transportation Vehicles:** As authorized under the provisions of Sec. 370.177 of the Texas Transportation Code and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in Cameron County, public transportation vehicles with a

carrying capacity of 16 or more individuals that are owned and/or operated on behalf of the Brownsville Urban System shall be exempt from paying tolls on CCRMA toll facilities.

SECTION 4. TOLL INCENTIVES AND DISCOUNTS

To promote the use of CCRMA toll roads and to maximize the use of toll tags on CCRMA facilities, the CCRMA will offer customers incentives and discounts.

- (a) **Discounts for Toll Tag Users:** Customers who pay their toll using a toll tag will receive a discount equal to thirty percent (30%) off of the toll amount Paid-by-Mail toll customers.
- (b) **Incentive Offers:** From time to time the CCRMA may conduct promotions or marketing activities that encourage drivers to use CCRMA toll roads and/or Toll Tag and/or reward customers for such use.
- (c) **SH 550 Toll Introductory Period:** CCRMA shall offer an introductory period after the SH550 Toll Project is constructed and open to traffic of such duration as is determined by the CCRMA Board of Directors. The initial introductory period will allow free usage for all customers.

SECTION 5. CUSTOMER SERVICE AND ACCOUNT POLICIES

The CCRMA intends to utilize TxTAG as its primary Electronic Toll Tag although it will support the use of other Texas Toll Tags through the interoperability hub. TxTAG account set up, maintenance, and customer service will be provided through TxDOT's CSC.

Upon implementation of the CCRMA toll collection system, CCRMA expects that there may be a high percentage of vehicles using a toll road that do not have a toll tag. Although video tolling will be available as described in Section 8, the objective of the toll operations procedures and policies created by the CCRMA is to increase the percentage of toll road customers who establish Toll Tag accounts with the TxDOT CSC. Additionally, because tolling is a new concept for customers in the Cameron County region, it is anticipated to take some time for customers to adjust to the toll road operations, rules and regulations. During a period to be determined by CCRMA staff following the initiation of CCRMA toll collection operations, an incentive based and and customer-friendly approach will be employed towards customers who use the road without paying toll charges. While it is understood that the objective of the CCRMA is to collect revenue and minimize toll violation abuse, CCRMA believes that a supportive approach towards customers who do not pay the toll initially will allow for a period of adjustment as customers begin using the new toll roads, and will create new toll customers for the CCRMA.

The TxDOT CSC will provide customer service to CCRMA customers and will support all operations related to customer Toll Tag account setup, account maintenance and customer service. The efficient operation of the TxDOT CSC is critical to the success of the CCRMA toll collections. The CSC will adhere to the following provisions with respect to customer service.

SECTION 6. TOLLING POLICY FOR PHASES OF CCRMA TURNPIKE PROJECT "UNDER CONSTRUCTION"

- (a) For any phase of a toll project "under construction" as of the date the project is included in Brownsville MPO's then governing transportation plan or transportation improvement program as a toll project or candidate toll project, the authority shall defer the commencement of toll

collection operations on that phase until additional phases of the project are constructed so as to provide continuous uninterrupted travel for a distance, or to a destination, to be designated by the Board of Directors on a project specific basis. The deferral of toll collection operations shall end once the component phases of the project or the designated travel corridor are “substantially complete”.

- (b) For purposes of this policy the phrase “under construction” shall mean that a contract has been executed by the authority or TxDOT which provides for roadway construction of a phase of the toll project. The phrase “substantially complete” shall mean that the phase of the toll project is open to traffic for its entire length. Temporary closures due to emergencies or short-term construction or maintenance operations shall not preclude a toll project from being deemed substantially complete.
- (c) The authority may install signage and toll collection equipment on or along a project (or any phase thereof) indicating that toll collection operations are being deferred and that tolls will be collected on the entirety (or any portion) of the project in the future.
- (d) The designation of a project as a toll project or candidate toll project in MPO’s then governing transportation plan or transportation improvement program prior to the time it is open to traffic shall preclude the project from being deemed a “conversion” under provisions of the Texas Transportation Code when toll collection operations begin.
- (e) Notwithstanding the foregoing, the CCRMA Board of Directors may, upon receipt of a written request from the Brownsville MPO or from the Commissioners Court(s) of Cameron County, waive this policy and toll a phase of project that is under construction prior to completion of the entirety of the project.

SECTION 7. AUTOMATED ELECTRONIC TOLL COLLECTION (CASHLESS TOLL COLLECTION SYSTEM)

- (a) To the extent authorized revisions have been made to the Policies and Procedures Document, the CCRMA may implement and utilize a toll collection system on any or all of its toll projects whereby all tolls are collected through automated electronic toll collection (“ETC”) methods. Under this “cashless” toll collection system, accommodations for cash toll transactions will not be provided. Customers will either obtain and utilize a transponder (currently the TxTag transponder system, or other interoperable transponder system) or utilize the CCRMA video toll collection system.
- (b) The ETC system will be instituted by the CCRMA on its SH 550 Toll Project in a manner and on a schedule to be determined by CCRMA staff and consultants that is deemed to be the most efficient and effective for the Project. Future toll collection facilities for the SH 550 Toll Project will be designed and constructed in a manner consistent with ETC.

SECTION 8. VIDEO TOLLING AND ESTABLISHMENT OF ADMINISTRATIVE FEES

(a) Video Billing Payment Option.

The CCRMA shall offer video billing as another payment option for customers that use toll lanes that require a toll tag. CCRMA, through its Violations Processing and Debt Collection Provider

(the "Collections Contractor"), will use the license plate information of a vehicle that does not have a valid toll tag but is utilizing toll lanes that require a toll tag to determine the registered owner of such a vehicle via an interface with Vehicle Title Registration.

The Collections Contractor will send an invoice to the registered owner of the vehicle and receive payment on behalf of CCRMA. The Collections Contractor will add a 20% additional toll surcharge per toll transaction and a \$1.00 handling fee for each invoice. If the transaction is paid by a charge or debit card, an additional \$2.50 convenience fee will be added, while payment by check will require a \$2.00 convenience fee. The Collections Contractor will retain the additional toll surcharge, handling fee and any convenience fee to cover their cost and forward the toll payments to the CCRMA. An example could be as follows:

Toll	Surcharge	Handling charge	Invoice Total
\$.50	\$.10		
\$.50	\$.10		
<u>\$1.50</u>	<u>\$.30</u>		
\$2.50	\$.50	\$1.00	\$4.00 + any convenience fee

SECTION 9: VIOLATIONS POLICY

Video billing is an enhanced customer service offered by CCRMA. All invoices for video transactions will require payment within thirty (30) days of the date of the invoice. Customers who have at least two (2) delinquent video bills no longer qualify for invoices but shall have all subsequent non-transponder transactions during the pendency of any such delinquency treated as violations and will be sent violation notices for those transactions as well. The Collections Contractor, based on information provided by the CCRMA host computer system will send either an invoice or violation notice to the registered owner of the vehicle associated with the transaction(s). Owners of the vehicle involved may have their video billing privilege reinstated by paying all delinquent fines, fees and tolls.

(a) Establishment of Administrative Fees for Violations Enforcement Through Notices of Non-Payment.

Section 370.177 of the Texas Transportation Code provides for the collection of an Administrative Fee to recover the cost of collecting unpaid tolls by a regional mobility authority such as the CCRMA. The Administrative Fee cannot exceed \$100.00. The CCRMA has determined that such fees may vary depending on how far in the collection process a delinquent account proceeds.

The current Administrative Fee shall be \$15.00 applied at each phase of the collection process. This means that upon issuance of a notice of non-payment, a \$15.00 Administrative Fee shall be collected in addition to the toll and any other fees that are otherwise due.

In the event payment is not received in connection with the first notice of non-payment, and a second notice of non-payment is sent, an additional \$15.00 Administrative Fee shall become due. Therefore, full payment of a second notice of non-payment will require the payment of \$30.00 in Administrative Fees, in addition to all other amounts due.

In the event payment is not received in connection with either the first or second notice of nonpayment, such account shall be considered for collection and an additional \$30.00 Administrative Fee shall become due and the cumulative Administrative Fee shall be \$60.00.

The CCRMA Board recognizes that the amount of the Administrative Fee should be subject to periodic change when collection costs and associated matters are considered. Therefore, the authority to revise the Administrative Fee, or any aspect thereof, is granted to the Executive Director, in consultation with the Director of Operations, and may be revised by written amendment hereto. The CCRMA Board of Directors shall be notified of any such revisions by the Executive Director at the next regularly scheduled Board Meeting after such revision is put into effect.

(b) Violation Enforcement Strategies:

If the collection process does not succeed in obtaining the toll amount and corresponding fees owed, the registered owner of the vehicle may be referred for prosecution. An offense for failure or refusal to pay a toll under Sec. 370.177 of the Texas Transportation Code is a misdemeanor subject to a fine of up to \$250.00 for each offense. If convicted of the offense, a violating customer will be liable for the unpaid toll amount, plus a \$100 administrative fee, plus court costs and a fine of up to \$250.00. In the prosecution of an offense under Sec. 370.177, proof that the vehicle passed through a toll collection facility without payment of the proper toll, together with proof that the defendant was the registered owner of the vehicle when the failure to pay occurred, establishes the nonpayment of the registered owner. The proof may be by testimony of a peace officer or CCRMA employee or representative, video surveillance, or any other reasonable evidence. Under provisions of Sec. 370.177, there are certain exceptions to violation for failure to pay toll regarding rental cars and vehicles sold but for which title has not been officially transferred by TxDOT. In addition, it is a defense to prosecution if the vehicle is stolen prior to the failure to pay a toll, but only if the theft is reported to the appropriate law enforcement agency within the required time period.

(c) Procedures for Disputing Toll Violations:

Customers may dispute an alleged failure to pay toll violation by contacting the CCRMA by walk-in, telephone, regular mail, e-mail, or facsimile.

(d) Appealing a Toll Violation to CCRMA:

The registered owner of a vehicle who has contacted the CCRMA and has been unable to satisfactorily resolve a dispute regarding a toll violation may submit a written appeal. Such appeal shall be for the purposes of providing the CCRMA with the information upon which they base their appeal. The CCRMA may or may not determine that there is any merit to such appeal and is not required to undertake any formal proceedings to make such determination.

**XI. CONSIDERATION AND APPROVAL OF TOLL SYSTEMS
INTERLOCAL AGREEMENT BETWEEN CAMERON
COUNTY TO THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND THE CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 2010, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

WITNESSETH:

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

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; and

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

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

WHEREAS, the CCRMA is in need of toll collection processing and toll systems implementation equipment and services related to the SH 550 Toll Project and future CCRMA toll projects; and

WHEREAS, CCRMA is a party to a Financial Assistance Agreement with the Texas Department of Transportation ("TxDOT") which will provide to CCRMA \$36,494,200 in funding through the American Recovery and Reinvestment Act of 2009 ("ARRA") for certain costs of the SH 550 Toll Project, including the cost of toll collection systems equipment and installation; and

WHEREAS, CCRMA previously issued an RFI, a copy of which is attached as Attachment "A", seeking expressions of interests and proposals from other Texas toll authorities interested in providing toll collection processing services and services related to acquisition and installation of toll collection equipment; and

WHEREAS, the CTRMA previously entered into a Toll Systems Implementation and Maintenance Agreement with Caseta Technologies ("Caseta") for the provision of toll systems implementation, equipment, and maintenance services (the "Caseta Contract"), and the CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll collection processing and toll systems implementation services in connection with toll projects; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of Caseta by and through the Caseta Contract; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll collection processing and toll systems implementation equipment and services to the CCRMA.

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

I.
FINDINGS

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

II.
ACTIONS

1. **Provision of Services.** Subject to the terms of this Agreement, the CCRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the Caseta Contract, in connection with the acquisition of toll collection equipment and the provision of toll collection processing and toll systems implementation services on CCRMA toll projects. The general Scope of Work to be provided by the CTRMA is set forth in Attachment "B", and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "C".

2. **Toll System Implementation Cost and Payment.** The CTRMA shall design, acquire, install, test and maintain the toll collection system and complete the tasks described in Attachments "B" and "C". Further detail concerning the technical specifications for lane configurations and gantry design are attached as Attachments "D" and "E", respectively. The cost to CCRMA for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on SH 550 and other CCRMA facilities, shall not, without the prior written consent of CCRMA, exceed the costs provided in Attachment "F". The CCRMA shall pre-approve all purchases of toll system equipment, hardware and software. Upon receipt of ordered equipment, hardware and software, CTRMA shall invoice the CCRMA with no more than 10% markup for processing and handling. Title to all equipment, hardware and software purchased by CCRMA through CTRMA and/or its consultants shall vest in CCRMA, and CCRMA shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel

(Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup.

3. Schedule for Toll Systems Implementation. The parties acknowledge and agree that completing the work required under this Agreement and commencing toll revenue collection in a timely manner is of critical importance to CCRMA. A schedule for the implementation process is attached hereto as Attachment "G". CTRMA agrees to require, through any subcontracts, work authorizations, or other directives to its contractors and subcontractors, including without limitation Caseta, that work be completed in a timely manner or that penalties be assessed, in an amount not less than \$_____ per day for each delay beyond the scheduled completion date that the system does not operate in a fully functional manner. Such penalties shall be paid to CCRMA to compensate for lost toll revenues attributable to the delayed completion.

4. Performance Measures. The toll system being installed and operated pursuant to this Agreement is identical in form and function to the system in place on CTRMA facilities, and is functioning as an expansion of the system installed, operating and being maintained under the Caseta Contract. As such, CTRMA shall assure, through its agreements with Caseta and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) for the system operating on SH 550 and other CCRMA facilities as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance shall be collected by CTRMA and promptly remitted to CCRMA. CCRMA shall have the right to independently audit system performance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Caseta Contract.

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

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521
Attn: RMA Coordinator

III. GENERAL AND MISCELLANEOUS

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until _____, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing, either party may terminate this Agreement in the event of a

material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection equipment, system, and services to be provided and operated in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice.

2. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

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

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

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

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

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

DRAFT
01/13/2010

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

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: _____
Pete Sepulveda, Jr.,
RMA Coordinator



November 25, 2009

CCRMA Request for Information Regarding Toll System Implementation and Support for SH-550 via Inter-Local Agreement

The Cameron County Regional Mobility Authority (CCRMA) plans to open its SH 550 Toll Project in March of 2010. Tolling operations will commence at that time, although a promotional period will likely defer the actual collection of tolls until at least June 1, 2010. In order to have collection capabilities in place in a timely manner the CCRMA requires the assistance of an established toll system operator. The following summary represents the request that the CCRMA has made to the following Agencies to provide information and estimates for toll systems, services and support to CCRMA initial Open Road Tolling project at the SH 550 overpass of FM 1847 and UPRR.

Three Agencies have been identified based on their response to a letter of inquiry that was sent from CCRMA to identified toll authorities that implement and operate high-speed Open Road Tolling (ORT) Systems and currently, as parties to an inter-local agreement, submit transactions to the Texas InterOp Hub. These are features that are necessary for tolled operations of the SH550 facility. In the initial letter, Agencies were asked to confirm their willingness to assist CCRMA with this initial toll project. The Agencies that replied affirmatively are:

Central Texas Regional Mobility Authority
Point of Contact: Ron Fagan, Director of Operations

North Texas Tollway Authority
Point of Contact: Clayton Howe, Assistant Executive Director of Operations

Texas Turnpike Authority
Point of Contact: Doug Woodall, Interim Director of Toll Operations

These three Agencies were subsequently visited for an initial meeting that included a tour of their facilities, a briefing of the SH550 Project, a discussion of their toll related capabilities and policies and discussions about a potential inter-local agreement (ILA).

The purpose of this RFI is to gather additional information which, when considered with information learned during site visits, will allow the CCRMA staff to make a recommendation to its board of directors as to the agency which presents the best opportunity for partnering through an inter-local agreement. The recommendation will consider all factors, including estimated cost of services, compatibility of approach to tolling, flexibility of systems and business rules to accommodate unique aspects of CCRMA's operation, ability to implement in a timely manner, and commitment of resources necessary to accomplish CCRMA's objectives. It is anticipated that the agreement will be for a minimum period of two years. The CCRMA sincerely appreciates the willingness of its fellow Agencies to assist the CCRMA and will do everything possible to simplify the partnering process.

As part of each Agencies response to this RFI, CCRMA respectfully requests that the Agency provide estimated costs, using the instructions and worksheet provided, for the following:

1. Installation and Testing of the Following Systems:

- a. In-Lane Systems
 - b. Back-Office Systems
 - c. Front-Office Systems
 - d. Network Equipment
 - e. Surveillance Systems
2. Project Support:
- a. General Project Support
 - b. Business Rule Development
 - c. System Integration
 - d. Training
 - e. Court Process Development
 - f. Documentation
 - g. Marketing Support
 - h. Public Relations Support
3. Maintenance and Warranty:
- a. Remote Maintenance
 - b. Preventative Maintenance
 - c. Warranty (Year 1)
 - d. Spare Parts
4. Post "Start of Tolling" Toll Services:
- a. AVI Transaction Processing
 - b. Image-Based Transaction Processing
 - c. Video Bill Processing
 - d. Retail Transponder Distribution Support
 - e. Collections Management
 - f. Court Process Support

Target Schedule

The following schedule is provided as guidance to those participating in this exercise. The CCRMA appreciates that Agency staffs are busy and CCRMA will do everything possible to accommodate the particular needs of each Agency.

Task	Target Date
Draft Request for Information (RFI) Sent	Wednesday, Nov. 18
Comments to Draft RFI Due	Friday, Nov 20
Final RFI Sent	November 25
RFI Responses Target Date	December 1
CCRMA Recommendation to the Board	December 10 Board Meeting
CCRMA Notification of Decision to Agencies	December 11
Complete ILA and implement design and construction	December 2009– March 2010
Open tolled overpass to traffic (start promotional period)	March 2010
End promotion, begin collecting tolls	June 2010

The estimates should consider the short time frame for implementation and the necessity of beginning toll operations in March 2010 and actual toll collection on June 1, 2010. If there is a concern that implementation by this date is not possible, please indicate the earliest date for completion of the work.

Point of Contact

Questions related to this RFI should be directed to:

Dan Baker
HNTB Corporation
dlbaker@hntb.com
303-210-0354

Supporting Documents

Attachment A – Cost Estimate Instructions

Attachment B - Cost Estimate Worksheet (provided as part of the RFI and as a separate file for data entry)

Attachment C - Preliminary Plan Sheets (Provided as a separate file for printing purposes)

ATTACHMENT A

Cost Estimate Instructions

This attachment provides instructions for completing the Toll System Cost Estimates Worksheet. The estimate should be based on the authority's:

- Existing Open-Road Tolling (ORT), Back-Office and Front-Office system designs and should assume that CCRMA will adopt the authority's general business rules and policies. Based on our initial meetings with the authorities, it is assumed that many of the common business rules are configurable and that the selected authority will be willing to work with the CCRMA, where feasible, to customize configurable settings.
- Existing system integrator contract(s)
- Approved internal staffing and budget approvals

The estimates should also consider the short time frame available to begin toll operations in March 2010 and actual toll collection on June 1, 2010. If there is a concern that these dates are not achievable, please indicate your earliest estimated dates for same.

The cost estimates should assume that CCRMA will pay for and take ownership of all equipment installed at these CCRMA locations. The potential loan or lease of equipment can be discussed at a later time. Please note that this RFI is only for tolling at the location identified in the plan sheets.

A spreadsheet is provided to facilitate the estimation of costs. The following instructions provide general guidance for each section of the estimate. Information should only be entered in the un-shaded cells. When necessary, please use the comment column to document assumptions and/or clarify the cost estimating method used. If the system, service or support item cannot be provided, simply note that in the comment field and leave the related cells blank.

1. Toll System Description of Services and Instructions for Estimates

This section should reflect all anticipated costs for hardware, software, licensing, installation and testing of the following toll system components.

- A. **In-Lane System Costs** – This section should include ORT toll systems for mainlane tolling that support two travel lanes in each direction and shoulders as depicted on the attached plan sheets. This section should include the estimated cost of all In-Lane and roadside equipment and a UPS capable of sustaining the systems for 60 minutes without other power. An adequately sized portable generator should also be included in the cost estimate. This section should include equipment, installation and testing of the system. If the provided system is in production on an existing facility, a limited amount of formal testing will be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.
- B. **Back-Office Systems** – This section should include the estimated cost of all on-site (in Cameron County) back-office systems required to:
 - Aggregate transactions from the lanes
 - Store and forward transactions to the remote back-office

- Provide for transactional and financial audit and reconciliation
- Provide system support for the maintenance activities described below
- Provide a secure enclosure for the back-office systems

If the provided systems are in production, a limited amount of formal testing shall be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.

C. Front-Office Systems - This section should include the estimated cost of all on-site (in Cameron County) front-office systems required to:

- Provide and install three customer service representative (CSR) systems at a walk-up customer service location in Cameron County. The estimate should include all necessary peripherals (printers, readers, etc) required to fully service walk-up customers; including, the issuing of transponders, full account creation, payment processing and customer support activities. CCRMA will provide the building, desks, office space, etc. It is assumed that these systems will remotely access the CSC/VPC system.
- Provide and install two transponder vending or kiosk systems that will likely not have full remote access but rather distribute transponders and rely on the customer to create an account either on-line or over the phone. CCRMA will follow-up individually with each authority regarding their current capabilities in this area.

If the provided systems are currently in production, a limited amount of formal testing will be required. This limited formal testing can be assumed to be part of a single overall operational test of the entire system.

D. Network Equipment – This section should include all estimated costs for network equipment and testing required to provide for following:

- Connectivity of all In-Lane and Roadside equipment.
- Connectivity from the In-Lane Systems to the Back-office.
- Connectivity between the Back-Office and the authority's remote Back-Office Systems.
- Connectivity between the Front-Office Systems and the authority's remote Customer Service Center Systems.
- Connectivity between the Surveillance system and the Video Host System.

This section should include only the network equipment and assume that the required fiber, wireless and/or long-haul circuits will be provided and paid for by the CCRMA.

E. Tolling Point Surveillance System – This section should include all estimated costs for surveillance systems to monitor the tolling point as well as some reasonable distance both upstream and downstream of the tolling point. It is assumed that the system will be connected into the Agency's existing surveillance systems and have similar capabilities. Assume that the CCRMA will provide an adequate long-haul communication path between the systems. Ideally, the CCRMA should also have the capability to access the camera feeds via a standard browser (assuming the CCRMA has provided connectivity between their PC's

and the required devices). It should be assumed that the camera feeds will be monitored, recorded and stored per the current monitoring and data retention rules.

2. Project Support Description of Services

This section should include all estimated Agency costs for Project Support Activities. "Units" should be of the type that is preferred by the Agency (e.g., LS – Lump Sum, Hrs – Hours, Units – Generic Work Units)

- A. **General Project Support** – This section should include all estimated Agency costs for project management, meetings with CCRMA, internal coordination with operations and maintenance teams, etc.
- B. **Business Rules Development** – This section should include all estimated Agency costs for assisting the CCRMA in understanding the current Business Rules and defining all configurable parameters.
- C. **System Integration** – This section shall include all estimated costs for development required to integrate CCRMA into the existing operational systems. Integration should include changes to existing systems, Automatic Call Distribution (ACD), and Interactive Voice Response (IVR), website to provide a CCRMA branded instance, etc.
- D. **Training** – This section should include all estimated Agency costs for training of CCRMA personnel, including:
 - Lane Maintenance training of local Cameron County maintenance personnel to the extent required to meet the approach described in the Maintenance section below.
 - Customer Service Representatives training to the extent required for them to fully service walk-up customers, issue transponders and collect money for account replenishment, video bills, fees and fines.
 - County finance personnel training to the extent required to perform transactional and financial audit and reconciliation with the Agency and reconciliation of toll transaction payments from the Agency to the CCRMA.
 - General system report training for CCRMA personnel responsible for the day-to-day operations of the facility.
- E. **Court Process Development** – This section shall include all estimated Agency costs for assisting CCRMA with the development of the Court Process in Cameron County. The Agency should use their best estimation of costs associated with this effort based on their past experience.
- F. **Documentation** – This section should include all estimated costs for providing documentation of the system. It is assumed that the system provided to the CCRMA is in production and documented. The Agency should assume that the existing system documentation can be reused, with slightly modified if required, to support the CCRMA system. As-built drawings, specific to the SH-550 installation, should be provided.
- G. **Marketing Support** – This section should include all Agency estimated costs for Marketing Support including; assistance with a marketing plan, web site branding, Cameron County

event planning, and initial transponder distribution. Please list these and/or other marketing support activities in the cells provided (insert additional cells as required). The Agency should use their best estimation of costs associated with this effort based on their past experience.

- H. Public Relations Support** - This section should include all Agency estimated costs for Public Relations including; assistance with a communications plan and development of surveys. Please list these and/or other marketing support activities in the cells provided (insert additional cells as required).

3. Maintenance and Warranty Approach

The CCRMA will provide local maintenance personnel to perform related on-site tasks and assist as required with the maintenance of the toll system. It is assumed that the Agency will monitor and respond to alarms and tickets in a manner consistent with the support of their existing systems. After meeting with the authorities, it is assumed that most alarms and automatically generated trouble tickets will be investigated and resolved remotely. However, local personnel will be available, at the direction of the Agency, to assist with issues that require on-site support. Local maintenance personnel will have been trained by the Agency to access spare parts, perform sub-component replacements, properly handle the return of defective equipment, properly administer inventory as required, etc. It is assumed that any required on-site maintenance support, beyond scheduled preventative maintenance and tuning, will be paid for by CCRMA on a time and material basis.

- A. Maintenance Remote Support** – This section should include the estimated annual cost of remotely monitoring the toll system and responding to and resolving alarms and trouble tickets. This section should also include the cost of monitoring the surveillance cameras in a manner consistent with the Agency's current operations and if required, calling designated Cameron County contacts.
- B. Preventative Maintenance** – This section should include estimated labor and expenses for annual preventative maintenance and system tuning as required.
- C. Warranty** – This section should include the estimated cost for the first year of warranty on the system (if required).
- D. Spare Parts** – This section should include the estimated cost of an initial set of spare parts.

4. Post "Start of Tolling" Services

This section should include the estimated costs for providing customer service and related operational support. It is assumed that the estimate provides the cost of all labor, materials and expenses required to service CCRMA customers, both paying and non-paying. If any of these costs are based on reaching certain volumes, that should be noted in the comment section and CCRMA can follow-up.

When completing this section, designate only the unit type and per unit cost. CCRMA will estimate quantities and discuss these with the authorities. Where additional rows are provided, feel free to add the individual cost items involved in the task (add additional rows if required).

- A. AVI Transaction Processing** – This section should include the estimated fee charged to CCRMA for processing of AVI transactions.

- B. **Image-Based Transaction Processing** – This section should include the estimated fee charged to CCRMA for processing of image-based transactions.
- C. **Video Bill Processing**– This section should include the estimated fees and costs charged to CCRMA for processing and sending video bills.
- D. **Retail Transponder Distribution Support** – This section should include all estimated costs for supporting retail transponder distribution in Cameron County.
- E. **Collections Management** - This section should include all estimated costs for providing and managing the collections process.
- F. **Court Process** - This section should include all estimated costs for managing the court process.

5. Additional Costs

This section should include any costs that are not identified or do not fit into the above listed categories. The CCRMA will follow up directly to discuss any costs listed in this section.

ATTACHMENT B **Cost Estimate Worksheet**

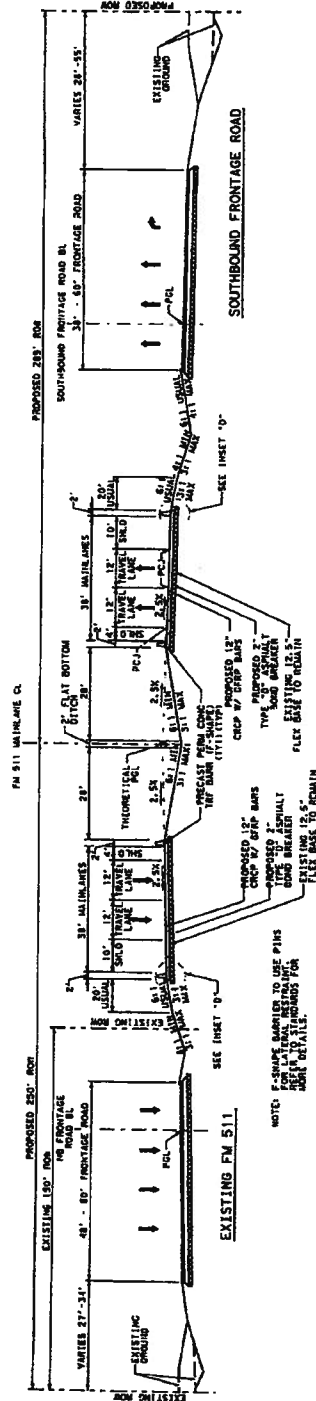
GENERAL SYSTEMS		UNIT PRICE	QUANTITY	TOTAL	REMARKS
A	In-Lane Systems In-Lane Systems as described in the Toll System Description of Services				
B	Back-Office Systems Back-Office Systems as described in the Toll System Description of Services				
C	Front-Office Systems Front-Office Systems as described in the Toll System Description of Services				
D	Network Equipment Network Equipment as described in the Toll System Description of Services				
E	Surveillance Systems Surveillance Systems as described in the Toll System Description of Services				
SUB-TOTAL					
TOTAL					

GENERAL PROJECT SUPPORT		UNIT PRICE	QUANTITY	TOTAL	REMARKS
A	General Project Support General Project Support as described in the Project Support Description of Services				
B	Business Rules Development Business Rules Development as described in the Project Support Description of Services				
C	System Integration System Integration as described in the Project Support Description of Services				
D	Training Training as described in the Project Support Description of Services				
E	Court Process Development Court Process Development as described in the Project Support Description of Services				
F	Documentation Documentation as described in the Project Support Description of Services				
G	Marketing Support Marketing Support as described in the Project Support Description of Services				
H	Public Relations Support Public Relations Support as described in the Project Support Description of Services				
SUB-TOTAL					
TOTAL					

REMOTE MAINTENANCE		UNIT PRICE	QUANTITY	TOTAL	REMARKS
A	Remote Maintenance Remote Maintenance as described in the Maintenance and Warranty Description of Services				
B	Preventive Maintenance Preventive Maintenance as described in the Maintenance and Warranty Description of Services				
C	Warranty (Year 1) Warranty as described in the Maintenance and Warranty Description of Services				
D	Spare Parts Spare Parts as described in the Maintenance and Warranty Description of Services				
SUB-TOTAL					
TOTAL					

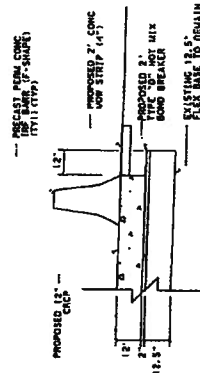
AVI TRANSACTION PROCESSING		UNIT PRICE	QUANTITY	TOTAL	REMARKS
A	AVI Transaction Processing Per AVI transaction processing fee				
B	Image-Based Transaction Processing Per image-based transaction processing fee				
C	Video Bill Processing Pass through costs (list all applicable pass-through items)				
SUB-TOTAL					
TOTAL					

- NOTES:
 1. REFER TO ROADWAY TYPICAL SECTIONS FOR MORE INFORMATION.
 2. REFER TO "ENTRY ELEVATIONS" FOR MORE INFORMATION.

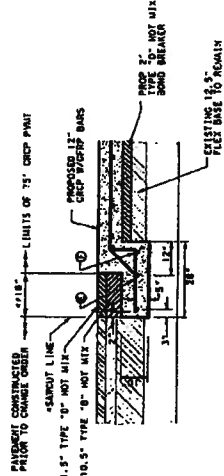


NOTE: F-SHAPE MARKERS TO BE PLACED FOR LATERAL RESTRAINT. SEE DETAIL.

PROPOSED FM 511
 TYPICAL SECTION
 STA 1180+12.50 TO STA 1180+87.50
 NTS

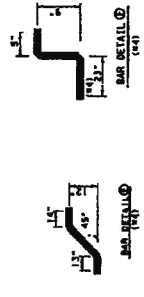


INSET "D"
 NTS



TRANSITION DETAIL
 NEW CRCP TO NEW ASPHALT
 NTS

* SAMCUT WILL BE SUBSIDIARY TO ITOM 260
 ** 12" TYPE "B" HOT MIX AND 10" TYPE "B" HOT MIX TO BE PAID IN LAYERS
 PAVEMENT REPAIRS ESTIMATED AT \$2.5'.



NOTE: STEEL REINFORCEMENT ALLOWED SPACED AT 18" C-C

CHANGE ORDER No. 13
 NEW SHEET

10/16/09



HNTB
 HNTB CONSULTANTS
 10000 N. Loop West
 Suite 100
 Houston, Texas 77040

FM 511 TOLL
 TYPICAL SECTION

(SHEET 1 OF 1)

NO.	DATE	PROJECT NO.	NO.
1	10/16/09	10000 N. Loop West	1001
2		10000 N. Loop West	1002
3		10000 N. Loop West	1003
4		10000 N. Loop West	1004
5		10000 N. Loop West	1005
6		10000 N. Loop West	1006
7		10000 N. Loop West	1007
8		10000 N. Loop West	1008
9		10000 N. Loop West	1009
10		10000 N. Loop West	1010

-



5/16/09

DATE RECEIVED DESIGN 1871



HINTB

**FM 511 TOLL
FACILITY LAYOUT**

(SHEET 1 OF 1)	
DATE	02-17-80
BY	6
NO	0018 (020)
1010	
DATE	02-17-80
TIME	PM 04:00
LOCATION	CANADON
SECTION	10
DATE	02-17-80
TIME	PM 04:00
LOCATION	CANADON
SECTION	10
DATE	02-17-80
TIME	PM 04:00
LOCATION	CANADON
SECTION	10

CHANGE ORDER NO. 13

NEW SHEET

- ☒ GROUND BOX (11/12)
☒ NUMBER OF 1" HDPE CONDUIT (CABLE)
☒ NUMBER OF 2" HDPE CONDUIT (POWER)
☒ NUMBER OF 2" HDPE CONDUIT (CABLE)

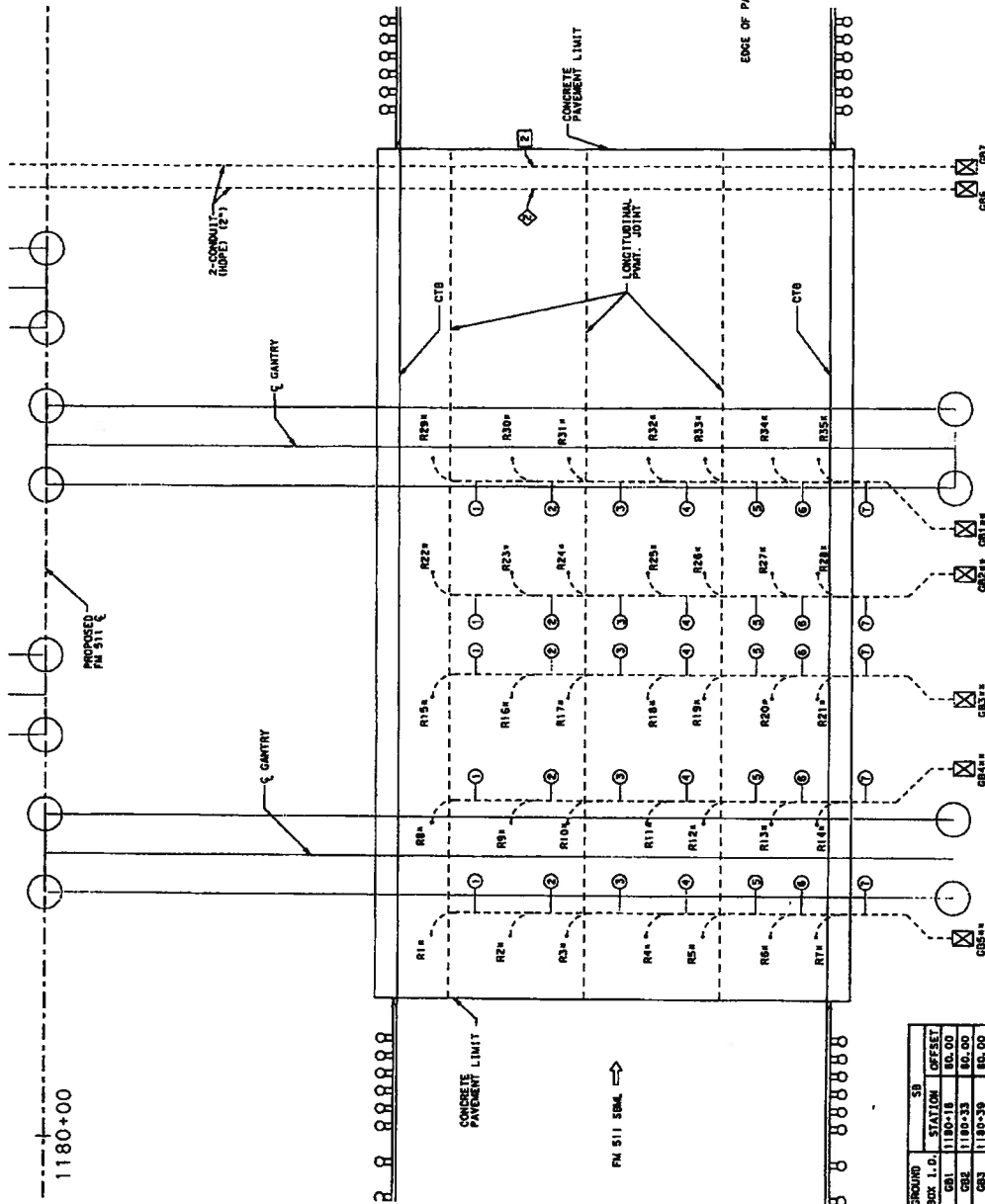
GENERAL NOTES

1. ALL CONDUIT 1" HOPE UNLESS OTHERWISE NOTED.
2. STAKE ALL CONDUIT AND GROUND BOX LOCATIONS TO OBTAIN WRITTEN APPROVAL FROM THE COORDINATE PLACEMENT OF CONDUIT AND GROUND BORES WITH UTILITY FOR POWER AND COMMUNICATIONS-14".
3. SHEETS FOR ADDITIONAL CONDUIT INSTALLATIONS SHALL BE BORED UNDER EXISTING PAVEMENT.

FRONTAGE ROAD NOTES

1. BORER 2" HOPE CONDUIT ESTIMATED AT 300 LF FOR FRONTAGE ROAD CROSSING.
2. FOUR GROUND BONES (TY O) REQUIRED.
3. CROSSING WILL BE LOCATED AT APPROX. FM 511 STA. 1180-13 ON NB OR SB FRONTAGE ROAD, CORRESPONDING TO THE ELECTRICAL SERVICE INCLUDED IN THESE PLANS. ENGINEER'S APPROVAL REQUIRED BEFORE INSTALLING THIS CROSSING.

ID	ISSN	STATION	OFFSET
81	11801-18	41.00	
82	11801-18	54.00	
83	11801-18	41.00	
84	11801-18	48.00	
85	11801-18	54.00	
86	11801-18	58.00	
87	11801-18	64.00	
88	11801-18	68.00	
89	11801-28	34.00	
90	11801-28	41.00	
91	11801-28	48.00	
92	11801-28	54.00	
93	11801-28	58.00	
94	11801-28	64.00	
95	11801-28	68.00	
96	11801-28	74.00	
97	11801-39	34.00	
98	11801-39	41.00	
99	11801-39	48.00	
100	11801-39	54.00	
101	11801-39	64.00	
102	11801-39	68.00	
103	11801-39	74.00	
104	11801-39	80.00	
105	11801-39	84.00	
106	11801-39	88.00	
107	11801-39	94.00	
108	11801-39	98.00	
109	11801-39	104.00	
110	11801-39	110.00	
111	11801-39	116.00	
112	11801-39	122.00	
113	11801-39	128.00	
114	11801-39	134.00	
115	11801-39	140.00	
116	11801-39	146.00	
117	11801-39	152.00	
118	11801-39	158.00	
119	11801-39	164.00	
120	11801-39	170.00	
121	11801-39	176.00	
122	11801-39	182.00	
123	11801-39	188.00	
124	11801-39	194.00	
125	11801-39	200.00	
126	11801-39	206.00	
127	11801-39	212.00	
128	11801-39	218.00	
129	11801-39	224.00	
130	11801-39	230.00	
131	11801-39	236.00	
132	11801-39	242.00	
133	11801-39	248.00	
134	11801-39	254.00	
135	11801-39	260.00	
136	11801-39	266.00	
137	11801-39	272.00	
138	11801-39	278.00	
139	11801-39	284.00	
140	11801-39	290.00	
141	11801-39	296.00	
142	11801-39	302.00	
143	11801-39	308.00	
144	11801-39	314.00	
145	11801-39	320.00	
146	11801-39	326.00	
147	11801-39	332.00	
148	11801-39	338.00	
149	11801-39	344.00	
150	11801-39	350.00	
151	11801-39	356.00	
152	11801-39	362.00	
153	11801-39	368.00	
154	11801-39	374.00	
155	11801-39	380.00	
156	11801-39	386.00	
157	11801-39	392.00	
158	11801-39	398.00	
159	11801-39	404.00	
160	11801-39	410.00	
161	11801-39	416.00	
162	11801-39	422.00	
163	11801-39	428.00	
164	11801-39	434.00	
165	11801-39	440.00	
166	11801-39	446.00	
167	11801-39	452.00	
168	11801-39	458.00	
169	11801-39	464.00	
170	11801-39	470.00	
171	11801-39	476.00	
172	11801-39	482.00	
173	11801-39	488.00	
174	11801-39	494.00	
175	11801-39	500.00	
176	11801-39	506.00	
177	11801-39	512.00	
178	11801-39	518.00	
179	11801-39	524.00	
180	11801-39	530.00	</



GROUND BOX I.D.	\$B	
	STATION	OFFSET
C81	1190+16	80.00
C82	1190+33	90.00
C83	1190+36	80.00
C84	1160+50	80.00
C85	1190+54	80.00
C86	1180+84	80.00
C87	1190+85	80.00

* SEE THE CONDUIT RISER DETAIL SHEET FOR RISER DETAIL A3.

* SEE THE CONDUIT RISER DETAIL SHEET FOR GROUND BOX DETAILS A1, A2 & A4.

CHANGE ORDER No. 13
NEW SHEET

FRONTAGE ROAD SERVICE CROSSING



10/13/2009

Ed 9/10/10

DATE: 08-11-2019 TIME: 10:30 AM



BLIND

410 1st Fl.
New York, N.Y. 10017

FM 511
SOUTHBOUND
TOLL FACILITY
CONDUIT RISER
LAYOUT

LAFODI

(SHEET 1 OF 2)

6. 2700

150 / (920) 800Z MW 6

<u>CAMPION</u>	<u>-</u>	<u>BLACK, EVANS</u>
AL793		SIC 17-08

DATE	FROM	TO	BY
1991. 11.17			W. J. W. W.

0134	01	046	FN 511
------	----	-----	--------

LEGEND

- GROUND BOX (TYD)
- NUMBER OF 1" HOPE CONDUIT (COUNT)
- NUMBER OF 2" HOPE CONDUIT (POWER)
- NUMBER OF 2" HOPE CONDUIT (COMM)

GENERAL NOTES

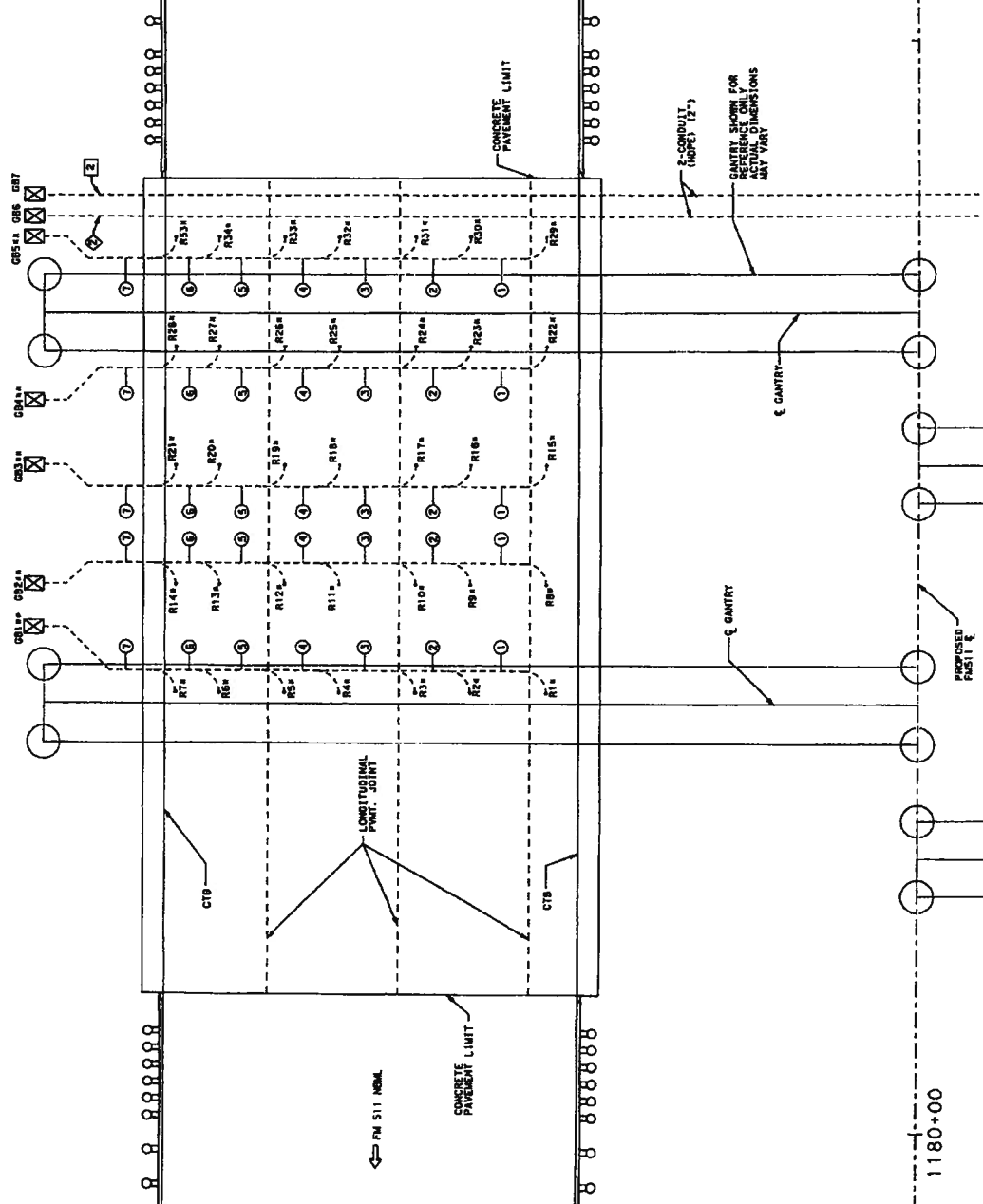
- ALL CONDUIT SHALL BE 1" HOPE UNLESS OTHERWISE NOTED.
- STATE ALL CONDUIT AND GROUND BOX LOCATIONS TO OBTAIN ENGINEER PRIOR TO PLACEMENT.
- CONDUITING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
- ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
- ALL CONDUIT INSTALLATIONS SHALL BE BASED UNDER EXISTING PAVEMENT.



* SEE THE CONDUIT RISER DETAIL SHEET FOR RISER DETAIL A3.
 ** SEE THE CONDUIT RISER DETAIL SHEET FOR GROUND BOX DETAILS A1, A2 & A4.

RISER	ID	STATION	OFFSET
R1	1180-40	-34.00	
R2	1180-40	-41.00	
R3	1180-40	-48.00	
R4	1180-40	-54.00	
R5	1180-40	-58.00	
R6	1180-40	-64.00	
R7	1180-40	-68.00	
R8	1180-50	-34.00	
R9	1180-50	-41.00	
R10	1180-50	-48.00	
R11	1180-50	-54.00	
R12	1180-50	-58.00	
R13	1180-50	-64.00	
R14	1180-50	-68.00	
R15	1180-61	-34.00	
R16	1180-61	-41.00	
R17	1180-61	-48.00	
R18	1180-61	-54.00	
R19	1180-61	-58.00	
R20	1180-61	-64.00	
R21	1180-61	-68.00	
R22	1180-72	-34.00	
R23	1180-72	-41.00	
R24	1180-72	-48.00	
R25	1180-72	-54.00	
R26	1180-72	-58.00	
R27	1180-72	-64.00	
R28	1180-72	-68.00	
R29	1180-82	-34.00	
R30	1180-82	-41.00	
R31	1180-82	-48.00	
R32	1180-82	-54.00	
R33	1180-82	-58.00	
R34	1180-82	-64.00	
R35	1180-82	-68.00	

GROUND	BOX I.D.	STATION	OFFSET
G81	1180-46	-80.00	
G82	1180-50	-80.00	
G83	1180-61	-80.00	
G84	1180-67	-80.00	
G85	1180-82	-80.00	
G86	1180-84	-80.00	
G87	1180-85	-80.00	



FM 511 NDBL

CONCRETE PAVEMENT LIMIT

CONCRETE PAVEMENT LIMIT

2" CONDUIT (12")

GANTRY

GANTRY SHOWN FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.

1180+00

CHANGE ORDER No. 13
 NEW SHEET

10/13/2009



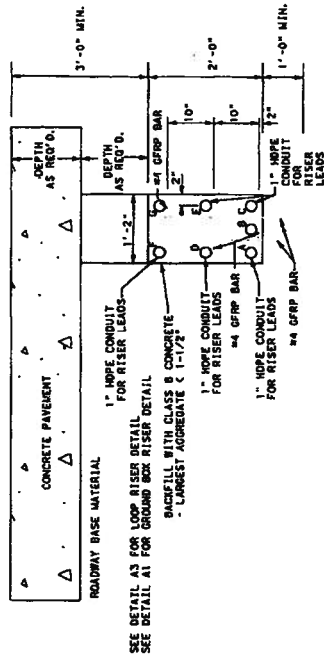
For Key



FM 511
 NORTHBORND
 TOLL FACILITY
 CONDUIT RISER
 LAYOUT

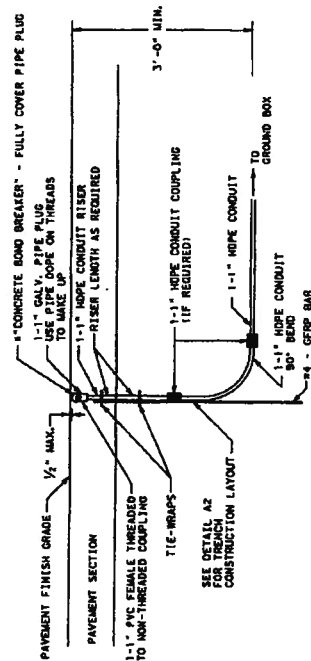
(SHEET 2 OF 2)

DATE	10/13/09	BY	31100
DATE	10/13/09	BY	31100
DATE	10/13/09	BY	31100
DATE	10/13/09	BY	31100

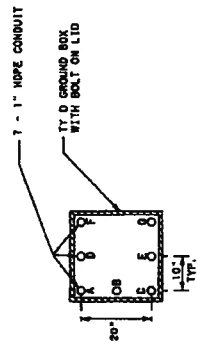


CONDUIT RISER DETAIL A2
 LOOP TAIL TO GROUND BOX
 CONDUIT TRENCH DETAIL

CONDUIT RISER DETAIL A1
 LOOP TAIL TO GROUND BOX
 CONDUIT TRENCH DETAILS



CONDUIT RISER DETAIL A3
 LOOP TAIL TO GROUND BOX
 CONDUIT LOOP RISER DETAIL
 *SUBSIDIARY TO CONDUIT



DETAIL A4
 TYPICAL GROUND BOX
 CONDUIT ARRAY

CHANGE ORDER No. 13
 NEW SHEET

10/13/2009

John R. [Signature]

© 2009
 HNTB
 HNTB Corporation
 11000 West Loop West, Suite 100
 Houston, Texas 77040-1100
 Phone: 713.865.1000
 Fax: 713.865.1001

FM 511 TOLL
 FACILITY CONDUIT
 RISER DETAILS

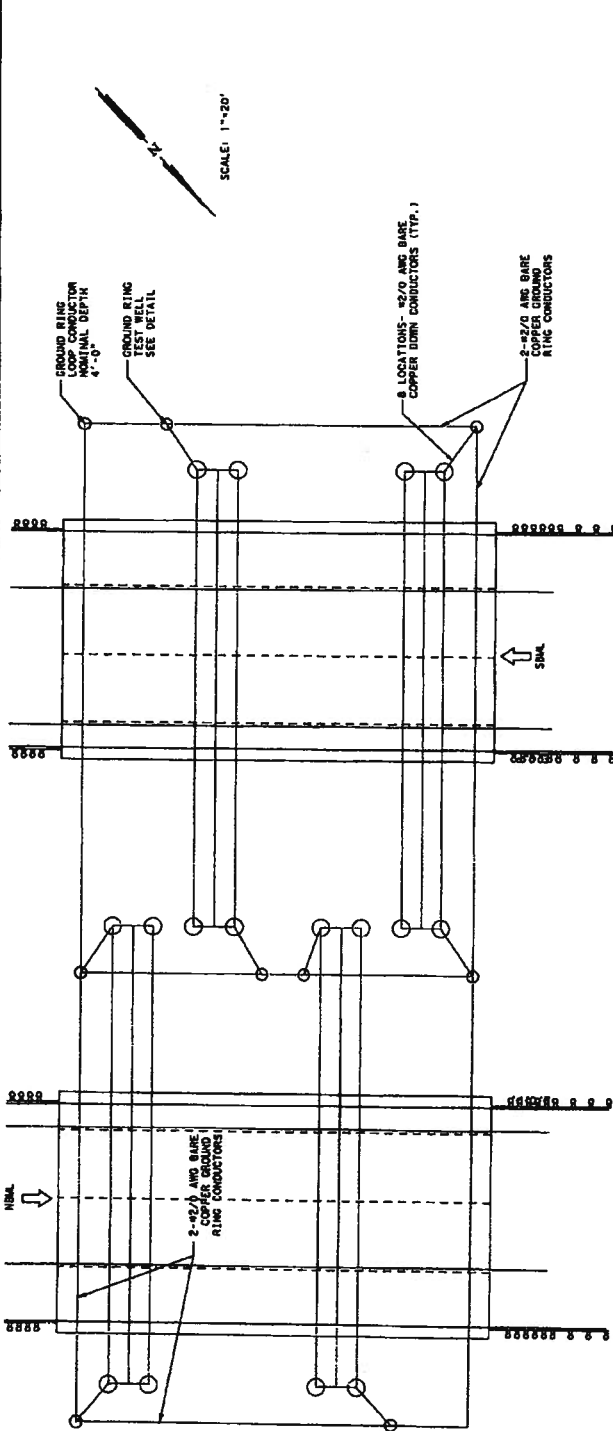
[SHEET 1 OF 1]

DATE	BY	CHK'D	APP'D
10/13/09	JR	JP	JP
DATE	BY	CHK'D	APP'D
10/13/09	JR	JP	JP

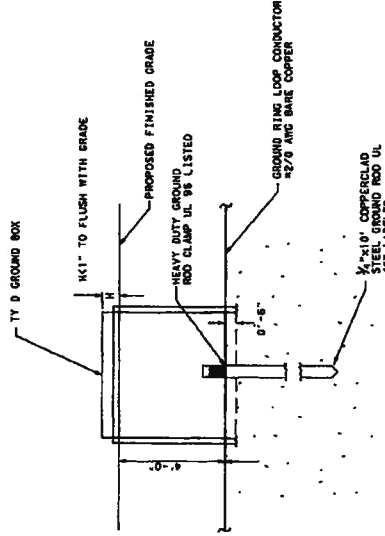
NOT TO SCALE

NOTES:

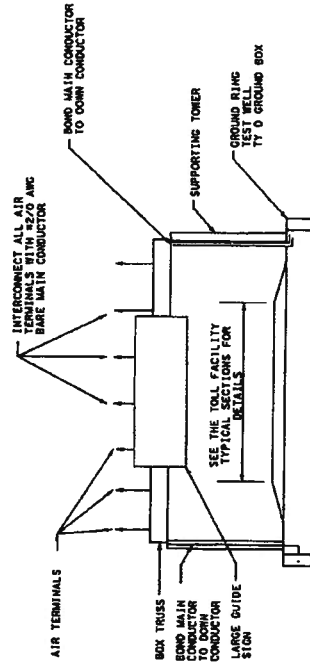
- 1) ALL STRUCTURAL CONCRETE AND CONDUIT INSTALLATIONS SHALL COMPLY WITH THE FOLLOWING:
- 2) LPS SHALL BE INSTALLED BY A UL LISTED INSTALLER.
- 3) ALL WELDER LABEL CERTIFIED.
- 4) ALL WELDER MATERIAL SHALL MEET A572-50 CLASS II REQUIREMENTS.
- 5) ALL REBAR LATERAL ELEMENTS, LAP JOINTS, AND REBAR TIES SHALL MEET A572-50 CLASS II REQUIREMENTS.
- 6) AIR TERMINALS SHALL ACCOMMODATE A 14'-0" CENTERED ON GANTRY TRUSS.



MAINLANE GROUND RING PLAN VIEW
(TYPICAL)



GROUND RING TEST WELL DETAIL
(TYPICAL)
NOT TO SCALE



MAINLANE GROUND RING ELEVATION
(TYPICAL)
NOT TO SCALE

10/13/2009



For 9634



HNTB

FM 511
TOLL FACILITY
LIGHTNING
PROTECTION
SYSTEM DETAILS

SHEET 1 OF 1	
DATE	10/13/2009
BY	10/13/2009
CHECKED	10/13/2009
DESIGNED	10/13/2009
IN CHARGE	10/13/2009
PROJECT	FM 511
SECTION	10/13/2009

CHANGE ORDER No. 13

NEW SHEET

ATTACHMENT B SCOPE OF WORK

1. General

A. Background

The Cameron County Regional Mobility Authority (CCRMA) designated the SH550 at 1847 as the first priority for implementation of a toll system in conjunction with the TxDOT plans for development of Cameron County.

B. Summary Scope of Work

The project consists of a toll collection, transaction processing, video enforcement, pay-by-mail billing, reconciliation, reporting, system monitoring, system maintenance and use of an established interface to the Texas Turnpike Authority (TTA) Customer Service Center and the Municipal Services Bureau (MSB) image processing center.

The work generally will include, but not be limited to: design, development, testing, and installation of a complete and fully functioning electronic toll collection system, with associated infrastructure, that shall include Open Road Tolling equipment that will process tolls and images. All associated systems, hardware and software to provide reporting, reconciliation and other audit functions, also are included. Maintenance of the Toll Collection System after Acceptance will be accomplished by the CTRMA under a separate Inter-local Agreement.

The general locations and layouts for the proposed toll point are provided on the schematic diagrams in Attachment "F". These diagrams are based on the best information currently available and are intended as information only for the purpose of this agreement.

C. Basic Objective

The objective of this Project is to implement a fully functional toll collection system on SH550 at FM1847 in accordance with the schedule outlined in Attachment "B", with toll collection beginning on June 1, 2010.

2. General Description

A. SH-550: 1.1 Miles North of FM1847 to 0.7 Miles South of FM1847

The initial 1.8 miles of the project extends from 1.1 miles north of FM1847 to 0.7 miles south of FM1847 and consists of a four-lane mainline roadway (2 NB and 2 SB) and ramps. A mainline ORT gantry is provided on SH550 just north of 1847 for mounting of toll equipment and is the only tolling point in this initial segment.

Note: The "Port Spur" is the subsequent section of the SH550 roadway and includes an additional 3.9 miles of roadway from 0.7 miles Northwest

ATTACHMENT B SCOPE OF WORK

of FM 3248 to SH 48 at the new Port of Brownsville entrance. This facility will be constructed and have toll equipment installed as part of a separate procurement.

3. Toll Collection Systems Elements

A. General Requirements

The Toll Collection System shall be identical in composition and functionality to the ORT system currently in production on CTRMA's 183A facility, using automatic vehicle identification and classification technology, a Violation Enforcement System (VES) with an integrated camera and triggering system to capture images of license plates, a Maintenance Online Management System (MOMS), reporting and a surveillance system.

It is required that the System be interoperable with the other Texas ETC systems so that ETC customers from Texas agencies can use the facility without multiple transponders in their vehicles.

The system shall process transactions and images and collect revenue on behalf of the CCRMA in a manner analogous to the process used by CTRMA.

At the discretion of the CCRMA, a Back-Office System shall be implemented either locally and/or remotely to support full Accounting and Audit & Reconciliation between the CCRMA, CTRMA and the CCRMA Bank. The Back Office systems shall provide full reporting and applications to support these activities.

At the discretion of the CCRMA, A Maintenance On-Line Management Systems (MOMS) shall be implemented either locally and/or remotely to support the monitoring of the system and maintenance functionality equal to that provided to CTRMA.

Per the agreed upon design, network equipment shall be implemented to provide communication between the Tolling Point, the Back Office Systems, Front Office Systems and transaction and image processing in Austin.

4. Toll Systems Components

The Contractor shall provide and install systems, software, hardware and equipment for a complete operating toll collection system that includes, but is not limited to:

- In-Lane Systems
- Back Office Systems
- Maintenance Online Management Systems (MOMS)
- Network Equipment

ATTACHMENT B SCOPE OF WORK

- All ETC Lane Equipment hardware, brackets, and fasteners required to attach the equipment to the gantries
- Roadside Toll System Equipment enclosures
- Provision for Uninterruptible Power Source
- Emergency Generators
- Surveillance System
- Equipment Enclosures
- An initial lot of spare parts

Construction and installation of all ETC Toll Collection Equipment and Systems generally shall be in accordance with the design of the system that is installed at CTRMA and the 183A ORT locations.

5. Design Requirements

5.1 General Design Requirements

The general design requirements shall be the current CTRMA ETC Toll Collection Equipment contract terms, as described in contract, including all attachments, amendments, change orders, including the as-built condition of the currently installed CTRMA 183A Turnpike ORT locations

5.2 Specific Design Requirement.

The specific design requirements shall be as required for each specific tolling location described in a mutually agreeable "Responsibility Matrix". The Responsibility Matrix shall be developed for each tolling location, back-office, operations and maintenance, interface, and other tasks as required to design, construct, operate and maintain the CCRMA system.

5.3 Design Requirement Change

Change(s) to the General and Specific Design Requirement may be incorporated in the responsibility matrix and additional or modified specification(s) as required from time to time by mutual agreement of the CCRMA and CTRMA.

6. Project Support Requirements

The Contractor shall provide project support to include, but not be limited to:

- Development and maintenances of a detailed toll system implementation schedule to be used as input to the Master Schedule.
- Participation in required project status and coordination meetings with CCRMA and all participating partnering agencies and firms.

ATTACHMENT B: SCOPE OF WORK

- System integration services as required to incorporate the CCRMA toll system into the current CTRMA transaction and image processing system.
- Assistance in the development of CCRMA specific business rules and default configurations for all configurable parameters.
- Development and/or editing of system training and manuals for use by CCRMA maintenance personnel, accounting and audit personnel, financial audit personnel and operations personnel and management.
- Training of CCRMA maintenance personnel, accounting and audit personnel, financial audit personnel and operations personnel and management.
- Development and/or editing of documents to provide complete documentation of the system.
- Within MOMS, development of a maintenance process that supports the remote storage of spares and management of spares inventory by County staff.
- In lieu of a Factory Acceptance Test, support of "System Configuration Verification" of the designed and procured system. This process shall verify that the system that is designed and procured for CCRMA is equal in configuration and functionality to the current CTRMA production tolling environment including design, hardware, off the shelf software and developed software.
- In lieu of Prototype On-site Testing (POT), support of "Performance Verification" of the production version (CTRMA ORT Lane System and Back-Office) of the system. This process shall verify that the applicable performance requirements of the original Technical Specification included in the "CTRMA Request for Proposal to provide Toll Collection Systems Implementation and Maintenance Request for Proposal" are being met.
- Prior to the start of tolling, execution of a full On-Site Installation Test including all components of the system and all processes required to collect tolls, process transactions and images, process pay-by-mail invoices, process violations, process court packages.
- Prior to the start of tolling, execution of a full Commissioning Test to ensure that all components are ready for the start of tolling.
- After the start of tolling, support of an Operational Test to verify that the system is operating properly.

ATTACHMENT B SCOPE OF WORK

- As required, work with other agencies that are party to the Interlocal Agreement for Interoperability of Toll Collection Systems to coordinate all required changes to Interlocal Agreements, Interface Control Documents (ICDs) and Business Rules.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Work Location	Work Duration	Work Status

Element/Task/Component/ Sub-system	CCRM A (TBD)				CCRM B (CASE/IA) System Integrator (SI)				Comments Other Responsibility/Information
TOLL COLLECTION FACILITIES	1	2	3		1	2	3		
	TBD	TBD	TBD		A	B	C		
TOLL GANTRIES, RAMPS & ENCLOSURES									
Schedule									
Gantries, Main Lane and Enclosure Layouts	A	A	A		A	B	C	A	SI to provide requirements for specific lane and enclosure layouts. Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to furnish and install foundations with conduit and other systems rough-in's
ILP HUB Enclosure Foundation Generator & Fuel Tank Foundations(TBD) Roadside Cabinets Foundations	A	A	A		A			A	SI to provide specific lane and enclosure layouts. SI to furnish and install foundations with conduit and other systems rough-in's Concept Drawings provided by Designer
Gantry & Enclosure Physical Layout	A	A	A		B	C	C	C	
Grading	A	A	A		C	D	D	C	
Drainage	A	A	A		C	D	D	C	
Utilities	B	C	B		A	A	A	A	SI to furnish and install electrical service to meet specific electrical power requirements HVAC & Toll Collection System.
									Roadway Contractor to provide necessary "clear zone" at or near ROW for installation of electrical service, including misc grading and drainage as required by service design and /or Utility.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Element/Task/Component/ Sub-system	Design	Procure	Install	Operate & Maintain
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Element/Task/Component/ Sub-system	GIRMA (EXDO/E) Civil Designer (Contractor)				EXTRIA (CASE/IA) System Integrator (SI)				Comments Other Responsibility/Information
HVAC	B	B	B	B	A	A	A	A	SI to provide HVAC as part of the ILP Enclosure
Striping	A	A	A	A	B	D	D	D	SI to provide requirements for Toll Collection System specific striping. Designer to incorporate into Striping Plan. Roadway Contractor to furnish and install
Gantries	A	A	A	A	B	D	D	C	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Designer to incorporate into design. Roadway Contractor will furnish and install.
Roadside Cabinets & ILP Enclosure Foundations; Electrical Power & Data: Conduits, Primary Electrical Power Conductors & Electrical Service and Utility power	B	B	B	B	A	A	A	A	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. SI to incorporate into design. SI will provide and install. ILP Enclosure with HVAC
Roadside Cabinets & ILP Hub Enclosure with Air Conditioning	B	C	B	B	A	A	A	A	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. SI to incorporate into design. SI will furnish and install foundations, Electrical Power & Data: Conduits, Electrical

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Construction	Operation and Maintenance
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Element/Task/Component/ Sub-system	CCRM (TADO) Civil Designer (Contractor)				CCRM (TASPLA) System Integrator (SI)				Comments Other Responsibility/Information
									Power Conductors & Electrical Service and Utility power. SI to furnish and install ILP Enclosure with HVAC
Systems Servers	C	C	C	C	A	A	A	A	
Security Camera	C	C	C	C	A	A	A	A	Install Security Cameras to Monitor ILP Enclosure, and Gantry
Fencing/Guardrail/Bollards (ILP: If Required)	A	C	C	C	B	A	A	A	SI to provide requirements for specific equipment clearances for Toll Collection System. Designer to provide design details. SI to furnish and Install.
Communications System and Facility Security Design: Physical Security	A	C	C	C	B	A	A	A	SI to provide communications and security design requirements at each tolling location for Toll Collection System. Designer to provide physical security requirements. SI to furnish and install required system, facility, and physical security components and systems.

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

[illegible]

• VES Cameras							
VES Camera, Light Sensor & Strobe Flash Mounting Supports	A	A	A	B	D	C	SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System. Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs. Roadway Contractor to furnish and install VES Camera & Strobe Flash Mounting SI to furnish and install VES Camera & Strobe Flash Equipment
Cameras, Light Sensors & Strobe Flash mounting and enclosures	B	B	B	A	A	A	SI to provide VES Camera & Light Sensor Mounting design requirements at each tolling location for Toll Collection System. Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs. Roadway Contractor to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Camera & Strobe Flash Mounting SI to furnish and install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring SI to provide VES Illumination Mounting
VES Illumination mounts and enclosures	B	B	B	A	A	A	

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Project Name	Project Number	Project Status	Project Manager	Project Sponsor
Project A	101	Completed	John Doe	Jane Smith
Project B	102	In Progress	John Doe	Jane Smith
Project C	103	On Hold	John Doe	Jane Smith
Project D	104	Completed	John Doe	Jane Smith
Project E	105	In Progress	John Doe	Jane Smith
Project F	106	On Hold	John Doe	Jane Smith
Project G	107	Completed	John Doe	Jane Smith
Project H	108	In Progress	John Doe	Jane Smith
Project I	109	On Hold	John Doe	Jane Smith
Project J	110	Completed	John Doe	Jane Smith

• Lanes/Islands						
Vehicle Detection/Classification Sensors Pavement Structure	A	A	A	B	D	C
SI to provide the sensor design requirements Designer to incorporate requirements into the designs.						
Roadway Contractor to furnish and install pavement and appurtenances for Vehicle Detection/Classification Systems						
SI to provide the sensor design requirements.	B	B	B	A	A	A
SI to provide install, including cutting and saw cutting, winding and sealing loops						
	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A	N/A
PROJECT OPERATING SUB-SYSTEMS						
Design	D	D	D	A	A	A
Ducts & Conduits	A	A	A	A	A	A
Demarcation Point: Edge of Payment <ul style="list-style-type: none"> Area: Pavement Section to Edge of Pavement: All ducts and conduits shall be the responsibility of the Roadway Contractor. Area: Edge of Pavement & Gantry to ILRP and elsewhere shall be the responsibility of the SI 						

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Construction	Installation	Operation	Maintenance	Demolition
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Utility Vaults & Junction/Pull Boxes	A	A	A	A	A	A	A	Demarcation Point: Edge of Payment <ul style="list-style-type: none"> Area: Pavement Section to Edge of Pavement: All ducts and conduits shall be the responsibility of the Roadway Contractor. Area: Edge of Pavement & Gantry to ILP and elsewhere shall be the responsibility of the SI
Communication Conductors, Fiber and Wireless Corridor Communication:	A	C	C	B	A	A	A	External to SH550 Corridor All communication up to Edge of ROW near the ILP shall be provided by others. Within the SH550 Corridor: Corridor intersystem/site communication to be WIMAX Wireless (IEEE 802.XXx)
Power Conductors & Wiring Primary Electrical power, including electrical service, feeder conduits, conductors, and connections to Automatic Transfer Switch, including foundation and conduits for generator and fuel tank	B	B	B	A	A	A	A	SI to furnish and install primary utility electrical service, and primary power to Automatic Transfer Switch TBD-SI to furnish and install Backup Generator, Fuel tank, automatic Transfer Switch
Automatic Transfer Switch , including foundation and conduits for generator	B	B	B	A	A	A	A	TBD-SI Furnish and Install Manual or Automatic Transfer Switch
All Conduit, wire way, J-boxes, bushings, and pull springs	A	A	A	B	B	C	C	SI to provide and install all conduit, wire ways, J-boxes and pull strings on Gantry
Power Conductors & Wiring Backup Generator, Fuel Tank, Automatic Transfer Switch, except generator and fuel tank foundations	B	C	C	A	A	A	A	TBD SI to provide primary utility electrical service, and primary power to Manual or Automatic Transfer switch

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

[illegible]

									TBD - SI to furnish and install backup generator, fuel tank, and automatic transfer switch TBD Roadway Contractor to provide misc. grading and drainage as required.	
PROJECT POWER DISTRIBUTION SUB-SYSTEM										
Conduits/Ducts & Junction/Pull Boxes/ Outlets up to the Automatic Transfer Switch	B	B	B	A	A	A	A	A	SI to provide necessary conductors, ducts & junction/pull boxes and install.	
Generators Main Lane Toll Gantry Fuel Tank with Initial Full Tank - TBD	B	C	B	A	A	A	A	A	TBD-SI to provide Design requirements, Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable TBD-SI to provide foundation pads and conduit rough in. TBD-SI to furnish and install, Generator, Automatic Transfer Switch, and Fuel Tank, including wire and cable, and MOMs interface TBD Roadway Contractor to provide misc. grading and drainage as required.	
Uninterruptible Power Supplies	B	C	C	A	A	A	A	A	SI to provide Toll Collection System UPS power as part of the ILP enclosure, with graceful shut-down.	
Lightning Protection & Grounding	A	A	A	A	A	A	A	A	Designer to provide Lightning Protection	

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install	Test/Commission
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									System for ETC Gantry. Contractor to furnish and install Lighting Protection System for Gantry. Including Master Ground Bus Bar for ILP SI to furnish and install Lighting Protection System for ILP Enclosure.
Lightning Protection & Grounding	C	D	C	A	A	A			SI to furnish and install ETC System lighting surge suppression system, including Primary and backup power electrical Service and feeder circuits, video, detector, communication, data and control circuits.
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)									
Design	D	D	D	D	D	D	D	D	
Conduits/Ducts & Junction/Pull Boxes	D	D	D	D	D	D	D	D	SI to provide size, number, terminus points for Toll Collection System elements.
COMMUNICATIONS SUB-SYSTEMS									
Design Outside Physical Plant(OSP)	D	D	D	B	D	D	D	D	OSP: SI to provide Plaza specific communications design requirements.
Design Outside Cable Plant and Inside Network Equipment	C	C	C	A	A	A	A	A	Network Equipment: E SI to furnish, install, and make operational all outside and inside communication plant and equipment
Conduits/Ducts & Junction/Pull Boxes/Outlets	D	D	D	A	A	A	A	A	SI to provide specific Communications design requirements for Toll Collection System.

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	Design	Procure	Install and/or Construct
3			

TOLL COLLECTION SYSTEMS							
Toll Plaza Host Computer-TBD	D	D	D	A	A	A	TBD-SI to provide the required equipment racks, conduit, data and power wiring and structure to mount equipment.
Toll Lane In-Lane Processors	C	D	B	A	A	A	SI to provide Designer with requirements. SI to incorporate into design. Contractor to provide conduit and structure to mount equipment.
MOMS (Maintenance Online Management System)	D	D	D	A	A	A	SI to furnish and install in ILP HUB
VES Computer	B	B	B	A	A	A	SI to provide connection/interface with MOMS server. At least one workstation will be provided at the CCRMA Administrative Offices.
FCC Licenses/Regulations as applies to AVI	A	D	A	A	B	B	SI to provide Designer with requirements. SI to incorporate into design. CCRMA to provide location, conduit and structure to mount equipment. SI to furnish and install VES Computer
							SI to provide required documentation to permit the CCRMA to obtain the required licenses to use and or operate AVI equipment and components.
							CCRMA to provide exhibit documents for Application and FCC Schedule D & H
							Roadway Contractor to provide NAD83 Lat & Long, and Elevation Data

ATTACHMENT C: RESPONSIBILITY MATRIX

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3	4	5
	Design	Procure	Install	Test	Acceptance

Express AVI lanes AVI Antenna Mounting, Conduits and J-Boxes	A	A	A	B	D	B	SI to provide Designer with AVI requirements. Designer to incorporate into design. Roadway Contractor to provide structure, mounting support, and conduit to install AVI Antenna and cable
	B	D	B	A	A	B	SI to furnish and install AVI System SI to provide Designer with AVI requirements. Designer to incorporate into design. Roadway Contractor to provide structure, mounting support, and conduit to install AVI Antenna and cable
Express AVI lanes AVI System							
Material On Hand Storage, Insurance, and Transfer of Ownership	D	D	D	A	A	A	SI to furnish and install AVI System SI to be responsible for storage & control of all materials and equipment until installed on site, and storage.

2000	Computer	ETC T&L L&S
	Express ETC	
	Y25, T&L L&S	
	Y25, Express ETC L&S	
	AVC System, T&L L&S	
	AVC System, Express ETC L&S	
	AVI System, Express ETC L&S	
	AVI System, Hardware, T&L L&S	
	Undergraduate Power Supply	
	Emergency Generator & Automatic Transfer Switch	
	Commander's System	
	Library Database/Concordia	
	Site Preparation	
	Mail Server (Gate & Forward)	
	ADMS & Security Forward (to Digital Video Recorder & Jolly)	

[illegible]

ATTACHMENT D DETAILED LANE CONFIGURATION

ATTACHMENT D DETAILED LANE CONFIGURATION																						
Project	CTRNA Turnpike Sign	Toll Plaza or Express Toll Location	Lane Number	Lane Type										Exterior Control Cabinet	Overhead Canopy	Exp ETC	DIZ ETC	ACM ETC	MAN ETC	Toll Plaza Office	Administrative Offices	Grand Totals
				Zone Controller	Express ETC	VES Toll Lane	VES Express ETC Lane	AVCS Express Toll Lane	AVCS Express ETC Lane	AVCS Express Toll Lane	AVCS Express ETC Lane	AVCS Express Toll Lane	AVCS Express ETC Lane									
			1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
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			44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
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Notes:

- All Express ETC lanes have two Lane Controllers.
- VES (Violation Enforcement System) cameras are planned for all lanes. Express ETC will have both front and rear camera systems. Cameras and wiring within the Tolling Location, Ramp or Express Lanes must be designed to support the ultimate build-out and not restricted to the lane configurations shown in this table.
- Traffic Signal heads will only have Red and Green Light (ATT and ACM) or Yellow (w/low balance stencil) and Green (w/blank, you stencil) (DETCT).
- Traffic Signal heads will have Red, Yellow (w/low balance stencil) and Green Light.
- Equipment specified on this is necessary to include All Cabinets, Handvies, Cabinet Ventilation, Grounding, UPS Backup Electrical Power, Signal Cabling for Back Office Equipment.

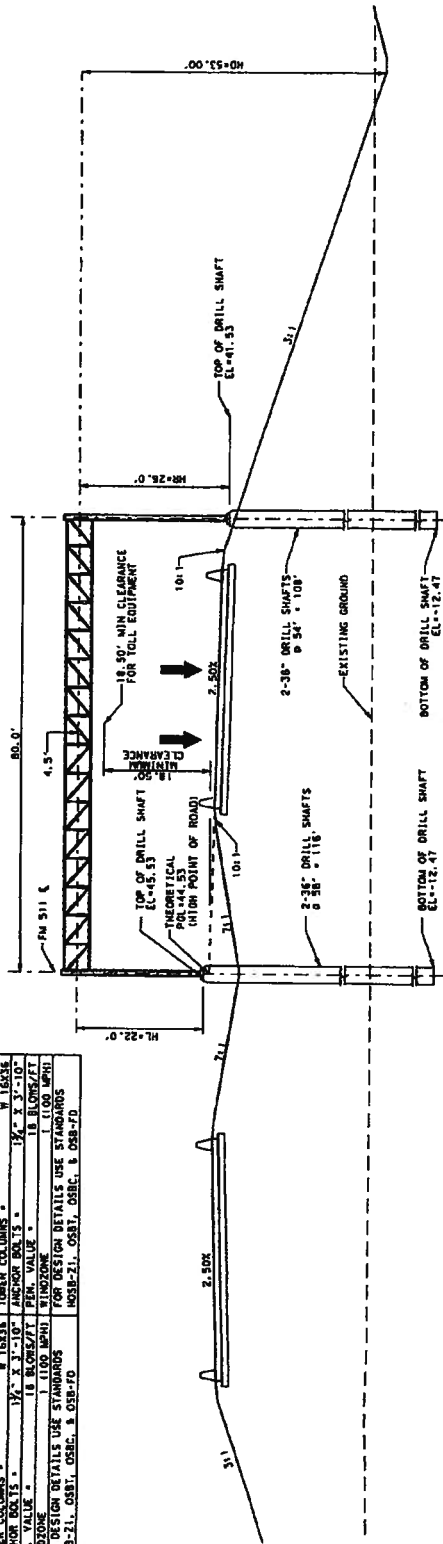
Attachment "E"

Technical Specifications for Gantry Design

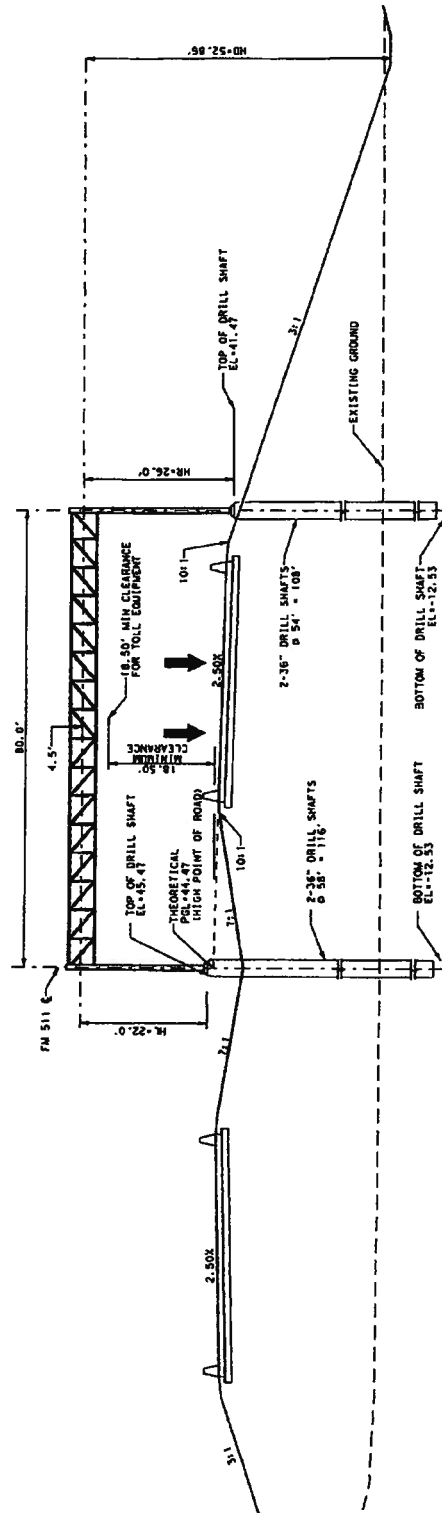
DESIGN PARAMETERS:	STA 1180+25.00	DESIGN PARAMETERS:	STA 1180+61.00
SPAN	80 FT	SPAN	80 FT
TOE	22 FT	TOE	22 FT
DESIGN HEIGHT	52.48 FT	DESIGN HEIGHT	53.37 FT
UP-LIFT RT	88.8 N/104	UP-LIFT RT	88.8 N/104
DRILL SHAFT DIAMETER	36 IN	DRILL SHAFT DIAMETER	36 IN
DRILL SHAFT LENGTH LT	58 FT	DRILL SHAFT LENGTH LT	58 FT
DRILL SHAFT LENGTH RT	54 FT	DRILL SHAFT LENGTH RT	54 FT
ANCHOR BOXES	18 BL/06/11	ANCHOR BOXES	18 BL/06/11
ANCHOR VALUE	18 BL/06/11	ANCHOR VALUE	18 BL/06/11
WINDZONE	1 (1100 MPH)	WINDZONE	1 (1100 MPH)

FOR DESIGN DETAILS USE STANDARDS
H05B-21, 05B1, 05B2, 05B3, 05B4, 05B5, 05B6, 05B7, 05B8, 05B9, 05B10, 05B11, 05B12, 05B13, 05B14, 05B15, 05B16, 05B17, 05B18, 05B19, 05B20, 05B21, 05B22, 05B23, 05B24, 05B25, 05B26, 05B27, 05B28, 05B29, 05B30, 05B31, 05B32, 05B33, 05B34, 05B35, 05B36, 05B37, 05B38, 05B39, 05B40, 05B41, 05B42, 05B43, 05B44, 05B45, 05B46, 05B47, 05B48, 05B49, 05B50, 05B51, 05B52, 05B53, 05B54, 05B55, 05B56, 05B57, 05B58, 05B59, 05B60, 05B61, 05B62, 05B63, 05B64, 05B65, 05B66, 05B67, 05B68, 05B69, 05B70, 05B71, 05B72, 05B73, 05B74, 05B75, 05B76, 05B77, 05B78, 05B79, 05B80, 05B81, 05B82, 05B83, 05B84, 05B85, 05B86, 05B87, 05B88, 05B89, 05B90, 05B91, 05B92, 05B93, 05B94, 05B95, 05B96, 05B97, 05B98, 05B99, 05B100

NOTE:
UP-LIFT FORCE FOR 92 FT TOWER HEIGHT WAS
CALCULATED USING TIAI STANDARDS 05B8-21
AND A TOWER HEIGHT OF 92 FT DUE TO DESIGN
HEIGHT BEING OVER 30 FEET.



GANTRY ELEVATION
STA 1180+61.00



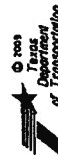
GANTRY ELEVATION
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CHANGE ORDER NO. 13
NEW SHEET



10/14/09

DATE: 10/14/09





HNTB

1180+25.00
1180+61.00
1180+61.00

SOUTHBOUND
GANTRY
ELEVATIONS
STA 1180+25
STA 1180+61
(SHEET 1 OF 3)

STATE	TX	PROJECT NO.	05B-21	DATE	10/14/09
DESIGNER	HNTB	CONTRACTOR	CH2M HILL	DATE	10/14/09
SCALE	1"=10'	DATE	10/14/09	SCALE	1"=10'
DATE	10/14/09	DATE	10/14/09	DATE	10/14/09

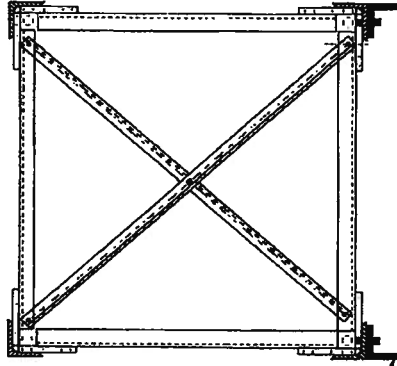
	NO	DATE	RECEIVED	CLASSIFICATION	SP
<div style="text-align: right;">11/3/01</div>					
<div style="text-align: center;">  </div>					
<div style="text-align: center;"> ID 3009 Transport Department of Transportation </div>					

HNTB

NORTH AMERICAN
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 NORTH PACIFIC
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① CONNECT ADDITIONAL TRUSS ANGLE USING 1/2" BOLTS AT 8" MAX SPACING. PROVIDE 1/2" MIN. GAPS BETWEEN TRUSS ANGLES. PROVIDE 1/2" MIN. LEG OF ADDITIONAL TRUSS ANGLES.

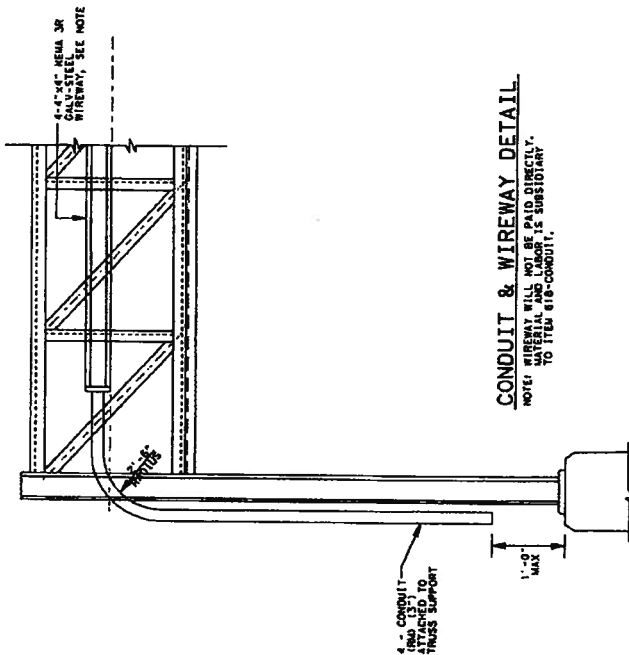


PROVIDE ADDITIONAL TRUSS ANGLE MATCHING BOTTOM TRUSS CHORD, TYP. ①

TRUSS ANGLE DETAIL

NOTES: ADDITIONAL TRUSS ANGLES REQUIRED FOR TOLL GANTRY LOCATIONS ONLY. ADDITIONAL TRUSS ANGLES SHALL BE SUBSTITUTED TO ITEM 150. INSTALL OVERHEAD SIGN SUPPORT.

GENERAL NOTE:
REFER TO "PM TOLL GANTRY ELEVATION" SHEETS FOR ADDITIONAL INFORMATION.



CONDUIT & WIREWAY DETAIL

NOTE: WIREWAY WILL NOT BE PAID DIRECTLY. TO ITEM 616-CONDUIT.

1. WIREWAY IN EXPOSED LOCATIONS SHALL BE SHEET METAL CHANNEL SUITABLE FOR USE AS WIREWAY. WITH WINGED AND SCREW CLAMPED COVER, SIZED IN ACCORDANCE WITH DIMENSIONS SHOWN.
2. FOR THE SPRING BE OF THE WIREWAY TYPE OR WITH WINGED LID AND SCREW FASTENERS APPROPRIATE TO THE WIREWAY TYPE.
3. WIREWAY SHALL BE FINISHED WITHOUT FACTORY PRE-PUNCHED CONCENTRIC OR ECCENTRIC CONDUIT ENDS. CONDUIT SHALL BE FIELD PUNCHED AS REQUIRED FOR THE CONDUITS INSTALLED.
4. FINISH SHALL BE IN ACCORDANCE WITH ITEM 616-CONDUIT WITH A MINIMUM OF 1.5 OZ OF ZINC COATING PER SQUARE FOOT IN ACCORDANCE WITH ITEM 616-CONDUIT.
5. WIREWAY SHALL CONFORM TO REQUIREMENTS OF NEC.
6. INSTALLATION NOTES:
 1. USE STAINLESS STEEL OR NOT DIPPED GALVANIZED HEX-HEAD BOLTS, CLIPS, AND NUTS TO FASTEN WIREWAY TO STRUCTURE.
 2. PROVIDE FIELD TOUCHUP OF FINISH USING ZINC RICH PAINT TO MATCH FACTORY FINISH AS PER ITEM 616-CONDUIT.
 3. USE GALVANIZING FOR ALL CORNERS, SCRAPES, SCRATCHES, FITTINGS AND UNPAINTED SECTIONS OF THE WIREWAY.
 4. USE SUITABLE INSULATING BUSHINGS AND INSERTS AT CONNECTIONS AND CORNER FITTINGS.
 5. CLOSE ENDS OF WIREWAY AND UNUSED CONDUIT OPENINGS.
 6. GROUND AND BOND WIREWAYS AND WIREWAYS AS PER NEC.

CHANGE ORDER No. 13

NEW SHEET

Structural

10/06/2009

Electrical

10/06/2009

HNTB

HNTB CONSULTANTS

10000 West Loop West, Suite 1000

West Loop, TX 75080

TEL: 214.760.1000

FAX: 214.760.1001

WWW.HNTB.COM

PM TOLL GANTRY ELEVATION

10/06/2009

PM TOLL GANTRY ELEVATION

10/06/2009

PM TOLL GANTRY ELEVATION

10/06/2009

PM TOLL GANTRY ELEVATION

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PM TOLL GANTRY ELEVATION

10/06/2009

ATTACHMENT F TOLL SYSTEM IMPLEMENTATION COST ESTIMATE

				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
1	1	LS	Installation/Electrical Design and Plans	39,091	00	39,091	00
2	1	LS	Field Installation and Electrical Work, Materials and Labor	147,831	00	147,831	00
3	2	Ea.	Site Prep	74,905	00	149,810	00
4	1	Ea.	ILP Building, Foundation, Ground Ring and HVAC	154,982	00	154,982	00
5	1	LS	Primary Electrical Service	29,597	00	29,597	00
6	2	Ea.	Zone Controller Hardware & SW	43,040	00	86,080	00
7	2	Ea.	Communication Equipment	40,577	00	81,154	00
8	6	Ea.	Automatic Vehicle Classification System, Express ETC Lane	14,309	00	85,854	00
9	4	Ea.	AVI System Hardware, Express ETC Lane	11,642	00	46,568	00
10	6	Ea.	Violation Enforcement System Hardware, Express ETC Lane	35,466	00	212,796	00
11	1	LS	UPS	78,232	00	78,232	00
12	0	LS	Emergency Generator & Automatic Transfer Switch	-	00	-	00
13	1	LS	ROMS HW/SW & Security Server(s) (ie: Digital Video Recorder & Audit)	95,750	00	95,750	00
14	1	LS	Host System (Store & Forward) HW/SW	120,451	00	120,451	00
15	1	LS	Training	24,041	00	24,041	00
16	1	LS	Documentation	40,975	00	40,975	00
17	1	LS	Project Management	68,766	00	68,766	00

ATTACHMENT F TOLL SYSTEM IMPLEMENTATION COST ESTIMATE

CCRMA SH-550 TOLL SYSTEM				UNIT PRICE		AMOUNT	
ITEM #	QTY.	UNIT	DESCRIPTION	DOLLARS	CENTS	DOLLARS	CENTS
18	1	LS	Spare Equipment	73,139	00	73,139	00
19	1	LS	Site Commissioning Test	20,986	00	20,986	00
20	1	LS	Operational Test	20,986	00	20,986	00
				Total		1,577,089	00

ATTACHMENT G TOLL SYSTEM IMPLEMENTATION SCHEDULE

<u>Task</u>	<u>Description</u>	<u>Start Date</u>	<u>End Date</u>
1.0	ILA Approved	1 Jan 2010	1 Feb 2010
2.0	Toll System Procurement	1 Feb 2010	1 April 2010
3.0	System Performance Verification		1 Feb 2010
3.0	Toll System Installation	1 April 2010	1 May 2010
4.0	System Configuration Verification	1 April 2010	1 May 2010
5.0	Toll System Tuning	1 May 2010	7 May 2010
6.0	On-site Installation Testing And Commissioning	8 May 2010	1 June 2010
7.0	Begin Toll Collection		1 June 2010
8.0	Operational Testing	1 June 2010	1 August 2010
9.0	System Acceptance		1 August 2010

**XII. CONSIDERATION AND APPROVAL TO AUTHORIZE
CHAIRMAN/RMA COORDINATOR TO EXECUTE
AMENDED MARKET VALUATION AGREEMENT WITH
TEXAS DEPARTMENT OF TRANSPORTATION ON THE
TERMS AND CONDITIONS FOR SH 550**

**AMENDED
MARKET VALUATION AGREEMENT
FOR THE SH 550 TOLL PROJECT**

This Amended Market Valuation Agreement (this “Agreement”) is made by and between the Texas Department of Transportation, an agency of the State of Texas (“TxDOT”), and the Cameron County Regional Mobility Authority, a political subdivision of the State (“CCRMA”), for the purpose of setting forth their mutual agreement concerning the development and subsequent amendment of a market valuation for the SH 550 toll project (the “SH 550 Project”).

RECITALS

The parties acknowledge the following:

- A. The CCRMA was created pursuant to the request of Cameron County 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.*
- B. The CCRMA is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region.
- C. The CCRMA is governed by Chapter 370 of the Texas Transportation Code, which authorizes regional mobility authorities to study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects, individually or as one or more systems, provided that the projects are included in a plan approved by the applicable metropolitan planning organization and that the projects are consistent with the statewide transportation plan and the statewide transportation improvement program.
- D. Senate Bill 792 (“SB 792”) enacted by the 80th Texas Legislature requires that a market valuation be determined for proposed toll projects, and that the valuation be determined based on terms and conditions agreed to by TxDOT and the “local toll project entity” within whose jurisdiction the project is located—in this case the CCRMA. The market valuation provisions of SB 792 were codified as Transportation Code, §228.0111.
- E. On June 14, 2007, the Texas Transportation Commission (the “Commission”) approved Minute Order Number 110964 (as amended by Minute Order Number 110974, dated June 28, 2007) in which it (i) approved a list of candidate projects for development, construction, and operation as toll projects; and (ii) authorized the initiation of the process for establishing terms and conditions for the development of market valuations for those projects.
- F. TxDOT’s Pharr District (the “District”) and the CCRMA agreed to begin discussions to develop a market valuation for the SH 550 Project. Mario R. Jorge, P.E., TxDOT-Pharr District Engineer, was designated as the principal negotiator of market value terms for TxDOT, and Pete

Sepulveda, RMA Coordinator of the CCRMA, was designated as the principal negotiator of terms for the CCRMA.

G. The District and the CCRMA held an initial session in Pharr for the market valuation discussions for the SH 550 Project on April 16, 2008. A subsequent negotiating session was held in Pharr on June 25, 2008. Both negotiating sessions concerning terms and conditions were videotaped.

H. On June 26, 2008, the Commission approved Minute Order 111410 in which it adopted certain policies regarding the market valuation process, including policies related to the agreement on the terms and conditions for the development, construction, and operation of a toll project, agreement on the valuation of a toll project, and the waiver of the development of a market valuation as authorized in Section 228.0111(f-1).

I. The initial project scope was set forth by TxDOT and CCRMA in the session on April 16, 2008. By letter dated June 23, 2008, the CCRMA set forth the additional business terms and conditions of the SH 550 Project that would be agreeable to the CCRMA. The CCRMA further noted that if such terms and conditions were acceptable to TxDOT, that the waiver provisions of Section 228.0111(f-1) should be utilized to waive the formal development of a market valuation for the SH 550 Project. The initial terms and conditions are attached hereto as Attachment "A".

J. TxDOT evaluated the terms and conditions and determined that the development of a market valuation for the SH 550 Project should be waived. This determination was made in accordance with the provisions of Section 228.0111 and the policies adopted in Minute Order 111410, including consideration by TxDOT of whether the department's preliminary financial analysis evidences that the SH 550 Project would be revenue negative and whether a greater value may be achieved through an agreement on negotiated value instead of market valuation.

K. Following the formal waiver of development of a market valuation of the SH 550 Project the CCRMA presented the terms and conditions to the Brownsville Metropolitan Planning Organization ("the MPO") for its consideration pursuant to Section 228.0111(g). The MPO approved the terms and conditions on September 23, 2009.

L. Effective September 9, 2009, a Market Valuation Agreement incorporating the initial terms and conditions was executed on behalf of TxDOT and the CCRMA.

M. On November 10, 2009, the Federal Highway Administration ("FHWA") issued a Finding of No Significant Impact ("FONSI") pursuant to an Environmental Assessment ("EA") prepared for the SH 550 Project. The EA and FONSI covered project limits that extended beyond those covered by the initial terms and conditions and the Market Valuation Agreement.

N. On December 11, 2009, CCRMA submitted a written request to the District to amend the previously agreed to terms and conditions and the Market Valuation Agreement to reflect the extended project limits for SH 550 which are incorporated in the EA and FONSI. Specifically, CCRMA proposed that the "Project Scope" element of the terms and conditions be amended as reflected in Attachment "B", with no changes to the other terms and conditions.

O. On January 13, 2010, the District responded by letter to CCRMA's request to amend the previously agreed to terms and conditions and the Market Valuation Agreement to reflect the extended project limits for SH 550, and the CCRMA confirmed in writing its concurrence with the amended terms and conditions.

P. TxDOT has evaluated the requested amendment to the terms and conditions and to the Market Valuation Agreement and has determined that amendment does not affect the previous determination that a market valuation for the SH 550 Project should be waived. This determination was made in accordance with provisions of Section 228.0111 and the policies adopted in Minute Order 11410, including consideration by TxDOT of whether the department's preliminary financial analysis evidences that the SH 550 Project, including the amended Project Scope, is revenue negative and whether a greater value may be achieved through an agreement on negotiated value instead of market valuation.

AGREEMENT

In light of the foregoing recitals the parties agree as follows:

1. The terms and conditions attached hereto as Attachment "A" reflect the terms and conditions initially agreed to by the parties for the market valuation for the SH 550 Project.
2. The terms and conditions attached hereto as Attachment "B" reflect a revised Project Scope that was subsequently agreed to by the parties for an amended market valuation for the SH 550 Project.
3. The parties previously acknowledged that the preliminary valuation analysis of the SH 550 Project resulted in a negative number, and that a greater value would be achieved through an agreement on a negotiated value. The parties agreed to waive the development of a market valuation for the SH 550 Project pursuant to Section 228.0111(f-1).
4. The parties now acknowledge that a preliminary valuation analysis for the SH 550 Project, incorporating the revised Project Scope, also results in a negative number, and that a greater value will be achieved through an agreement on negotiated value. The parties agree to waive the development of a market valuation for the SH 550 Project, including the revised Project Scope, pursuant to Section 228.0111(f-1).
5. The revised terms and conditions incorporating the amended Project Scope will be presented to the MPO for approval. If they are approved, the CCRMA will formally reconsider its previously exercised option to develop the SH 550 Project as provided by Section 228.0111(g), and the CCRMA Board of Directors will take appropriate action as required by Section 228.0111 including possible ratification of its previous action to exercise the CCRMA's option to develop the SH 550 Project (including the amended Project Scope).

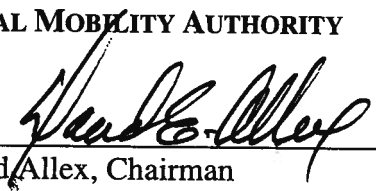
6. The parties acknowledge that the recitals set forth above are true and correct. The parties further agree that they have fully complied with the market valuation requirements of SB 792.

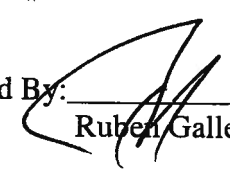
This Agreement shall be effective as of the _____ day of _____, 2010.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, P.E., Executive Director

**THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By:  _____
David Alex, Chairman

Attested By:  _____
Ruben Gallegos, Jr., Secretary

ATTACHMENT "A"

TERMS AND CONDITIONS FOR THE SH 550 TOLL PROJECT

1. Project Scope	<p>New limited access toll facility covering the following locations:</p> <ul style="list-style-type: none">• From approximately 1.1 miles West of FM 1847 to approximately 0.7 miles East of FM 1847; approximately 1.9 miles• From Northwest of FM 3248 to SH 48 at the new Port of Brownsville entrance; approximately 3.9 miles
2. Tolling	<p><u>Toll Rates – Per Mile</u></p> <ul style="list-style-type: none">• Base toll rate for Cameron County Regional Mobility Authority system of a range from 15 cents to 20 cents per mile in 2008 dollars• Toll for cars and motorcycles = Base Rate• Toll for trucks = Base Rate * (N-1) where (N = # of Axles) <p><u>Toll Rate Escalation Methodology</u></p> <ul style="list-style-type: none">• An adjustment to be determined annually and within a range so that no annual increase may exceed the greater of the Texas State Gross Domestic Product per capita for the year immediately preceding the year of adjustment (SGDP) or the Consumer Price Index for the year immediately preceding the year of adjustment (CPI); but in no case less than 0.

ATTACHMENT "B"

AMENDED TERMS AND CONDITIONS FOR THE SH 550 TOLL PROJECT

1. Project Scope	A new 9.6 mile limited access toll facility extending south east from US 77/83 to SH 48 (at the new Port of Brownsville entrance). Including direct connections providing SB to EB and WB to NB movements at US 77/83.
2. Tolling	<p><u>Toll Rates – Per Mile</u></p> <ul style="list-style-type: none">• Base toll rate for Cameron County Regional Mobility Authority system of a range from 15 cents to 20 cents per mile in 2008 dollars• Toll for cars and motorcycles = Base Rate• Toll for trucks = Base Rate * (N-1) where (N = # of Axles) <p><u>Toll Rate Escalation Methodology</u></p> <ul style="list-style-type: none">• An adjustment to be determined annually and within a range so that no annual increase may exceed the greater of the Texas State Gross Domestic Product per capita for the year immediately preceding the year of adjustment (SGDP) or the Consumer Price Index for the year immediately preceding the year of adjustment (CPI); but in no case less than 0.