

[Handwritten initials]

FILM CODE

00005231778

GENERAL WARRANTY DEED

THE STATE OF TEXAS S

1:30 PM 8448

1 1 5.00 INDX
12/14/94

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS S

1:30 PM 8448

1 1 5.00 RECM
12/14/94

1:30 PM 8448

1 1 1.00 SEC
12/14/94

27.73-CHK

That JAMES KENNETH DAVIS and wife, SHARRON RENEE DAVIS, of the County of Travis, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantors in hand paid by the City of Austin, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey, unto the said City of Austin, a municipal corporation situated in the Counties of Travis, Williamson and Hays, State of Texas, whose mailing address is P. O. Box 1088, Austin, Texas 78767-8842, ATTN.: Real Estate Division, the following described property, to-wit:

Lot 3, THOMAS-BURNS-SPURLOCK SUBDIVISION, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 48, Page 80, Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Austin, its successors and assigns forever; and Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said property unto the said City of Austin, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 13 day of December, 1994.

[Handwritten signature of James Kenneth Davis]
JAMES KENNETH DAVIS

[Handwritten signature of Sharon Renee Davis]
SHARON RENEE DAVIS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

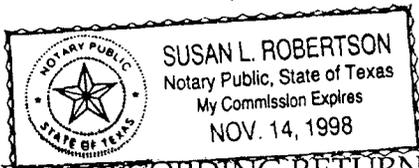
12333 0443

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF TEXAS S

COUNTY OF TRAVIS S

This instrument was acknowledged before me on this the 13th day of December, 1994, by JAMES KENNETH DAVIS and SHARON RENEE DAVIS.



Susan L. Robertson
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Austin
New Airport Project Team
2901 Presidential Blvd., Suite 1145
Austin, Texas 78719
03-3131-0115-0000
Attn.: Kathy Anderson
New Airport Project Parcel #3395.16
Charge Gracy Title

FILED

94 DEC 14 AM 11:04

DANA LEALVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, on _____

DEC 14 1994



Dana Lealvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES

44 0009 97 10020

DAVIS
3395.16

CHICAGO TITLE INSURANCE COMPANY

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A - if that land is a one-to-four family residential property or condominium unit. Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- * Exclusions on page 2.
- * Exceptions in Schedule B, Insert.
- * Conditions on pages 2, 3, and 4.

We insure you against actual loss resulting from:

- * Any title risk covered by this Policy - up to the Policy Amount, and
- * Any cost, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (Schedule B) and Exclusions (p. 2, 3, and 4), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.

4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
 - * a mortgage or deed of trust,
 - * a judgement, tax, or special assessment, or
 - * a charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 3.

This Policy is not complete without Schedules A and B.

An Authorized party also must countersign this policy.

ISSUED BY:

GRACY TITLE COMPANY
220 West 7th
Austin, Texas 78701
(512) 472-8421

Sam Hayden
Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

Richard J. Polley

President.

Thomas J. Adams

Secretary.

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EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
 - a. Land use
 - b. Improvements on the land
 - c. Land division
 - d. Environmental protection

This exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.
2. We do not cover the right to take the land by condemning it, unless:
 - a. a notice of exercise of the right appears in the public records on the Policy Date, or
 - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. We do not cover title risks:
 - a. that are created, allowed, or agreed to by you,
 - b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
 - c. that result in no loss to you, or

- d. that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A.
 - b. in streets, alleys, or waterways that touch your land.

This exclusion does not limit the access coverage in the Covered Title Risks.
6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):
 - a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
 - b. should be subordinated or recharacterized as a result of equitable subordination;
 - c. was a preferential transfer unless
 - (1) the company or its issuing agent failed to timely file for record the deed to you after delivery or
 - (2) the recordation of the deed to you is not legal record notice
 (We do cover the two types of claims described in c. (1) and c. (2) above.)
7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of your land or of the access to your land.

CONDITIONS

1. DEFINITIONS.

- a. **Actual Loss.** This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
- b. **Document.** A deed or other conveyance of title to you or a prior owner.
- c. **Easement.** A portion of your land someone else has the right to use for a special purpose.
- d. **Government Regulation.** Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
- e. **Land.** The land or condominium unit described in Schedule A and any improvements on the land that are real property.
- f. **Knowledge or known.** Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
- g. **Mortgage.** A type of lien on the land such as a deed of trust or other security instrument.
- h. **Public Records.** Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.

SCHEDULE A

GF NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
1 93062064-PF	2 44 0009 97 10020	3 December 14, 1994	4 \$ 120,000.00

1. Name of Insured: City of Austin, Texas
2. We insure your interest in the land covered by this Policy is: FEE SIMPLE
3. Legal description of land:

Lot 3, THOMAS-BURNS-SPURLOCK SUBDIVISION, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 48, Page 80, Plat Records of Travis County, Texas.

SCHEDULE B

Owner Policy Number: 44 0009 97 10020

G.F. Number: 93062064-PF

EXCEPTIONS

We do not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception).
Septic tank note per plat recorded in Book 48, Page 80, Plat Records of Travis County, Texas.
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 19⁹⁵ and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

An electric transmission and/or distribution line easements granted to Texas Power & Light Co. by instruments recorded in Volume 490, Page 615 and Volume 584, Page 75, Deed Records of Travis County, Texas.

Continued on next page

Countersigned GRACY TITLE COMPANY



Authorized Signatory
Pam Freydenfeldt, Escrow Officer/ps

SCHEDULE B

Residential Owners Policy

Texas Form T-1

Reorder Form No. 3341-D (1/93)

Schedule B of this Policy consists of pages.

(Schedule B continued)

Policy Number: 44 0009 97 10020
Owners

Policy Number: _____
Loan

ITEM NUMBER 6 (CONT):

Visible and apparent easements on and across the subject property, if any.

Section 8 of the Conditions and Stipulations of this policy is hereby deleted.

Rights of Parties in Possession.

i. **Title.** The ownership interest in the land, as shown in Schedule A.

j. **We, us or our.** The title insurance company. This is Chicago Title Insurance Company.

k. **You, your.** The insured.

CONTINUATION OF COVERAGE.

We insure you as long as you:

- a. own your Title,
- b. own a mortgage from anyone who buys your Title, or
- c. are liable for any Title warranties you make.

We insure anyone who receives your title because of your death.

We do not insure your transferee or assignee.

YOUR DUTIES IF YOU MAKE A CLAIM.

You must follow this process to make a claim:

a. You Must Give Us Notice Of Your Claim.

If anyone claims a right against your insured title, you must notify us promptly.

Send the notice to CHICAGO TITLE INSURANCE COMPANY, 171 North Clark, Chicago, Illinois 60601-3294, or call 1-800-442-4303 and ask for a claims attorney. If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is

Our obligation to you is reduced or ended if:

- (1) you fail to give prompt notice, and
- (2) your failure affects our ability to dispose of or to defend you against the claim.

Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.

b. You Must Give Us Proof Of Your Loss If We Request It.

You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy. The statement must have the following information to the best of your knowledge:

- (1) the Covered Title Risks which resulted in your loss,
- (2) the dollar amount of your loss, and
- (3) the method you used to compute the amount of your loss.

c. You Must Provide Papers We Request.

We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.

If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.

d. You Must Answer Questions Under Oath.

We may require you to answer questions under oath.

e. Effect of Failure to Cooperate.

Our obligation to you reduces or ends if you fail or refuse to:

- (1) (a) provide a statement of loss,
(b) answer our questions under oath, or
(c) show us the papers we request, and
- (2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM.

a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- (1) Pay the claim against your title.
- (2) Negotiate a settlement.
- (3) Prosecute or defend a court case related to the claim.
- (4) Pay you the amount required by this Policy.
- (5) Take other action under Section 4b.
- (6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we are obligated to pay

We can choose which of these to do.

b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except. If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:

- (1) Institute all necessary legal proceedings to clear the title to the property;
- (2) Indemnify you pursuant to the terms of the policy;
- (3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
- (4) Secure a release of the covered title risk.

c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:

- (1) notify you in writing, and
- (2) give you the reasons for denial of your claim in writing.

5. HANDLING A CLAIM OR COURT CASE.

You must cooperate with us in handling any claim or court case and give us all relevant information.

We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided. We do not agree that the matter is a covered title risk by defending.

6. LIMITATIONS OF OUR LIABILITY.

Our liability is limited by the following:

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made - whichever is less.
- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy -except for costs, attorneys' fees and expenses - will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS.

When you settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION.

If it is permitted under Texas or federal law, you and we may agree to

arbitration when a claim.

The arbitration may decide any matter in dispute between you and us.

Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgement in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The Law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION.

This policy and any endorsements we attach are the entire contract between you and us.

Any claim you make against us must be under this Policy and is subject to its terms.

10. COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to us. OUR TOLL FREE NUMBER IS 1-800-442-4303. If we do not resolve the problem, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, Texas 78714-9091, Fax No. (512) 475-1771. THE TOLL-FREE NUMBER FOR THE TEXAS DEPARTMENT OF INSURANCE IS 1-800-252-3439.

This notice of complaint procedure is for information only. It does not become a part or condition of this policy.

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Chicago Title Insurance Company. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.

It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Póliza de Seguro de Título es un contrato legal entre usted y Chicago Title Insurance Company. Esta Póliza no es una opinión o reporte en replación a su título de propiedad. Es un contrato de indemnificación, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de acción si usted sufre una pérdida como resultado de cualquier riesgo cubierto por la póliza.

Esta forma de póiza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no mas de quatro familias o unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifiquenos inmediatamente.

We insure you against certain risk to your land title. We list these risks on page 1. The following limit your coverage:

- Exclusions on page 2.
- Exceptions on Schedule B.
- Conditions on pages 2, 3, and 4.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see Section 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. The Policy — and not this sheet — is the legal document. **YOU SHOULD READ THE POLICY CAREFULLY.**

THE TOLL-FREE NUMBER OF CHICAGO TITLE INSURANCE COMPANY IS 1-800-442-4303. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO CHICAGO TITLE INSURANCE COMPANY AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 3.

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL: 1-800-442-4303**

93062064

ENDORSEMENT

Davis

Attached to and made a part of Chicago Title
Insurance Company Policy No. 44 0009 100 10020

ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

Schedule B, #6 of the above-referenced Owner's Title Policy is hereby amended to read as follows:

An electric transmission and/or distribution line easements granted to Texas Power & Light Co. by instruments recorded in Volume 490, Page 615 and Volume 584, Page 75, Deed Records of Travis County, Texas.

Note: June 6, 1995

I, Kathy Anderson placed the original endorsement behind the original owner's title policy at the office of the city clerk of the City of Austin.

Kathy Anderson

NAPT FILE
- RECORDED

JUN 20 1995

P# 470005
F# 8895 16
D# 19367

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy or interim construction binder, unless otherwise expressly stated.

IN WITNESS HEREOF, the CHICAGO TITLE INSURANCE COMPANY has caused this Endorsement to be executed by its President under the seal of the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

Dated: December 06, 1994

CHICAGO TITLE INSURANCE COMPANY

GRACY TITLE COMPANY

By:

Robert L. Molla,

President



ATTEST:

Thomas J. Adams

Secretary.

Sam Meydenfeldt
Authorized Countersignature

TO
Ms. Kathy Anderson
New Airport Project Team
2901 Presidential Blvd.
Austin, Tx 78719

FROM

GRACY TITLE BUILDING • 220 WEST SEVENTH AT LAVACA
AUSTIN, TEXAS 78701
(512) 472-8421 FAX (512) 478-6038


SUBJECT:

old ↓
GF # 93062064-PF
Davis to City of Austin
Your File #33395.16

DATE

March 21, 1995

In connection with the above-captioned file, please find enclosed herewith an endorsement to the Owner's Title Policy removing the exception regarding visible and apparent easements.

If you have any questions please call.

Yours very truly,


Pam Freydenfeldt
Escrow Officer

Encl.

SIGNED _____