

Parcel 17

*119*

GENERAL WARRANTY DEED

FILM CODE

00005289226

ix

THE STATE OF TEXAS S

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS S

That JAMES WINSTON THOMAS a/k/a J. W. THOMAS and wife, JANICE ADELINE THOMAS a/k/a JANICE THOMAS, 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 2, THOMAS-BURNS-SPURLOCK SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat of record 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 22 day of May, 1995.

*James Winston Thomas a/k/a J.W. Thomas*  
JAMES WINSTON THOMAS a/k/a  
J. W. THOMAS

*Janice Adeline Thomas a/k/a Janice Thomas*  
JANICE ADELINE THOMAS a/k/a  
JANICE THOMAS

**NAPT FILE**

Received:

JUN 20 1995

P# Q1000S  
F# 3395. 77  
D# 19337

15176-570

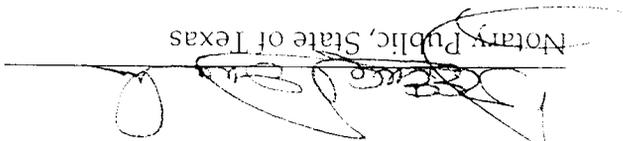
RECEIVED

12443 1440

ACKNOWLEDGMENT

THE STATE OF TEXAS S  
COUNTY OF TRAVIS S

This instrument was acknowledged before me on this the 22 day of May, 1995, by JAMES WINSTON THOMAS a/k/a J. W. THOMAS and wife, JANICE ADELINE THOMAS a/k/a JANICE THOMAS.

  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

New Airport Project Office  
Attention: Kathy Anderson  
2716 Terminal Drive  
Austin, Texas 78719

New Airport Project Parcel #3395.17

RETURN TO:  
TEXAS PROFESSIONAL TITLE INC.  
221 W. 6th, Suite 650  
Austin, TX 78701

FILED

55 MAY 23 PM 4:25

DANA O. ...  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

  
Dana O. ...  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

MAY 23 1995

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  
stamped RECORDS of Travis County, Texas, on



REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
1995

April 17

OWNER POLICY OF TITLE INSURANCE ISSUED BY

# STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

*Stewart Jones Jr.*  
Chairman of the Board

*Malcolm S. Morris*  
President

**STEWART TITLE  
GUARANTY COMPANY**

Countersigned by:  
*[Signature]*  
Authorized Signatory



**NAPT FILE**  
Received:

TEXAS PROFESSIONAL TITLE, INC.  
Company  
AUSTIN, TX 78701  
City, State

JUN 20 1995  
P# Q1000S  
F# 3395  
17  
19337

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs and attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws, that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend; (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors; and specifically, without limitation, the following:

(i) The successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of the corporation upon partial or complete liquidation;

(ii) The partnership successors in interest to a general or limited partnership which dissolves but does not terminate;

(iii) The successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;

(iv) The successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;

(v) The successor or substitute trustee(s) of a trustee named in a written trust instrument; or

(vi) The successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 4(a)(i) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States District court for the district in which the land is located.

(g) "Access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

When, after the Date of the Policy, the insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall

take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

### 4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all

**OWNER POLICY OF TITLE INSURANCE**

**SCHEDULE A**

Amount of Insurance \$185,000.00

Policy No.: O 5841-4209

Premium \$1,573.00

File No.: 141969

Date of Policy: May 23, 1995 at 04:25PM

1. Name of Insured:

CITY OF AUSTIN

2. The estate or interest in the land that is covered by this policy is:

FEE SIMPLE

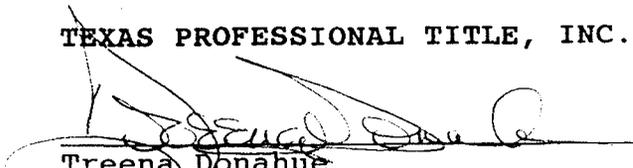
3. Title to the estate or interest in the land is insured as vested in:

CITY OF AUSTIN

4. The land referred to in this policy is described as follows:

Lot 2, THOMAS-BURNS-SPURLOCK SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat of record in Book 48, Page 80, Plat Records of Travis County, Texas.

TEXAS PROFESSIONAL TITLE, INC.

  
Treena Donahue

Texas State Board of Insurance Promulgated Owner Policy 5841-4209 Schedule A:  
T-1 Owner Policy of Title Insurance (Rev.1/1/93)  
Owner Policy 5841-4209 Schedule A PAGE 1

**STEWART TITLE GUARANTY COMPANY**

**STEWART TITLE**  
GUARANTY COMPANY

**OWNER POLICY OF TITLE INSURANCE**

**SCHEDULE B**

Policy No.: O 5841-4209

File No.: 141969

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements insured, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):
  - 1.1 Those recorded in Volume 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 rights 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.):

TEXAS PROFESSIONAL TITLE, INC.

  
Treena Donahue

Texas State Board of Insurance Promulgated Owner Policy 5841-4209 Schedule B:  
T-1 Owner Policy of Title Insurance (Rev.1/1/93)  
Owner Policy 5841-4209 Schedule B PAGE 1

STEWART TITLE GUARANTY COMPANY

STEWART TITLE  
GUARANTY COMPANY

**OWNER POLICY OF TITLE INSURANCE**

**SCHEDULE B**

Policy No.: O 5841-4209

File No.: 141969

**EXCEPTIONS FROM COVERAGE**

6.1 Rights of parties in possession.

6.2 5' X 75' electric and telephone line easement granted to the City of Austin, as recorded in Volume 4897, Page 1101, Deed Records of Travis County, Texas.

6.3 Section 14 of the Conditions and Stipulations of this Policy is hereby deleted.

**TEXAS PROFESSIONAL TITLE, INC.**

  
Treena Donahue

Texas State Board of Insurance Promulgated Owner Policy 5841-4209 Schedule B:  
T-1 Owner Policy of Title Insurance (Rev.1/1/93)  
Owner Policy 5841-4209 Schedule B PAGE 2

**STEWART TITLE GUARANTY COMPANY**

**STEWART TITLE**  
GUARANTY COMPANY

14. **ARBITRATION.** Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date of Policy shall be binding upon the option of the insured. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. **LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.** This policy together with all endorsements, if any, attached hereto by the Company, in interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby, or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. **SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. **NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

**COMPLAINT NOTICE:**

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

STEWART TITLE  
GUARANTY COMPANY

POLICY  
OF  
TITLE  
INSURANCE

STEWART TITLE  
GUARANTY COMPANY

P. O. Box 2029  
Houston, Texas 77252