



DEED 2005160431

13

23 PGS

**DEED WITHOUT WARRANTY
FORMER BERGSTROM AIR FORCE BASE
TRAVIS COUNTY, TEXAS**

G. 22.2
Parcel F
Copy to Karl
11-3-05

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

I. PARTIES

This Deed made this 10th day of AUGUST, 2005, by and between the United States of America, acting by and through the Secretary of the Air Force whose address is Washington, D.C., under and pursuant to the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, (63 Stat. 377), 40 U.S.C. § 101, et seq., as amended, and regulations and orders promulgated thereunder; the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, and regulations and orders promulgated thereunder; and a delegation from the Administrator of General Services to the Secretary of Defense, and a subsequent delegation from the Secretary of Defense to the Secretary of the Air Force, party of the first part, as Grantor, and the City of Austin, Texas, a body politic created, operating, and existing under and by virtue of the laws of the State of Texas, party of the second part, as Grantee.

WITNESSETH THAT:

WHEREAS, the Grantor is the owner of the real property described herein, located within the former Bergstrom Air Force Base, situated in Travis County, Texas; and

WHEREAS, the Grantee provided to the United States the money to purchase the real property described herein, under the condition that the United States retain title until such property was abandoned as a permanent Air Base, at which time the Grantee could elect to require the Grantor to convey such land and the improvements thereon to the Grantee; and

WHEREAS, the real property described herein was duly declared surplus and available for disposal pursuant to the powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, and orders and regulations promulgated thereunder; and

WHEREAS, the property is partially subject to a post-closure care plan for SWMU 76 Area 1 which must be maintained by the Air Force and the plan complied with by the Air Force; and

WHEREAS, pursuant to the resolution passed by the City Council of the Grantee dated February 27, 1947, the Grantee requests full legal title to such real property be conveyed to the Grantee.

II. CONSIDERATION AND CONVEYANCE

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUITCLAIM, without Warranty or representation, express or implied except as expressly stated herein, and excluding all warranties that might arise by common law and the warranties under Section 5.023 of the Texas Property Code (or its successor) unto the Grantee, its successors and assigns forever, all such right and title as the Grantor has or ought to have, in and to the real property described in **Exhibit "A"** and depicted on the survey drawing attached as **Exhibit "B"** of this Deed Without Warranty ("Deed") and situated in Travis County, Texas.

III. APPURTENANCES AND HABENDUM

TO HAVE AND TO HOLD, together with all the buildings and improvements erected thereon (except for monitoring wells, treatment wells, and treatment facilities, including the **South Equipment Building that services Component 2 of the remediation system and the North Equipment Building that services Component 1 of the remediation system**, as depicted in **Exhibit "C"**, and related piping) and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining, (which, together with the real property described herein, known as Parcel F called the "Property" in this Deed) the Property to the Grantee. When the North and South Equipment Buildings have fulfilled their purpose and are no longer needed for remediation of hazardous materials on the Property, Grantor, at Grantor's election, shall either remove said Equipment Buildings from the Property, or abandon said Equipment Buildings in place in compliance with all applicable environmental laws, rules and regulations. Any changes to deed recordation with respect to these buildings will be the sole responsibility of the Grantee.

IV. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the State of Texas (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes and for such other purposes as are necessary to ensure that a response or corrective action found to be necessary, either on the Property or on adjoining lands, after the date of transfer by this Deed will be conducted:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities relating to any such response or corrective action.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing any such response or corrective action.

3. To conduct any test or survey required by the State relating to any such response or corrective action, or to verify any data submitted to the EPA or the State by the Grantor relating to any such actions.

4. To conduct, operate, maintain, or undertake any other response, corrective action as required or necessary under applicable law or regulation, or the covenant of the Grantor in Section VI of this Deed, but not limited to, the installation, closing, or removal of monitoring wells, pumping wells, and treatment facilities that will be owned or operated by the Grantor and its officials, agents, employees, contractors, and subcontractors.

B. PROVIDED, HOWEVER, this Deed is expressly made subject to the following restrictions, covenants, and agreements of the parties affecting the aforesaid Property, which shall run with the land.

V. CONDITIONS

A. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions, except as expressly set forth in this Deed. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

B. The Grantee and its successors and assigns hereby understand and agree that, except as otherwise required by applicable law, all costs associated with removing any restrictions of any kind whatsoever contained in this Deed, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, its successors and assigns, without any cost whatsoever to the United States. Nothing herein shall release Grantor of its obligations under applicable environmental law. Nothing herein shall require the Grantor to be responsible for any costs to facilitate use of the Property by the Grantee in a manner that is inconsistent with restrictive covenants contained in this Deed or any land use restrictions contained in any deed recordations for the Property as of the date of this Deed.

C. The United States shall operate and maintain in good working order all equipment and facilities installed or constructed to remediate hazardous materials on the Property, including, but not limited to, monitoring wells, treatment wells, and treatment facilities and related piping, in accordance with applicable law. This covenant includes all necessary groundwater monitoring activities, reporting requirements and other remedial actions required until final closure is received from the applicable federal or state agencies.

VI. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)(3)).

A. Pursuant to Section 120(h)(3) of CERCLA of 1980, as amended (42 U.S.C. § 9620(h)(3)), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

1. The Grantor has made a complete search of its files and records. **Exhibit "D"** contains a table with the names of hazardous substances known to have been released on the Property; the quantity in kilograms or pounds known to have been released on the Property; and the date(s) on which any such release took place.

2. Pursuant to Section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and

(b) any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States, including, but not limited to the closing and proper disposition of monitoring wells, pumping wells, and treatment facilities located on the Property owned or operated by the Grantor, in accordance with applicable federal and state laws and regulations. This covenant will not apply in any case in which the Grantee is a potentially responsible party with respect to the Property before the date of which any Grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this covenant, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental use restrictive covenants set forth in Section VII. below. For the purposes of this covenant, the City of Austin is not a potentially responsible party solely due to the reversionary interest that had been retained by the City of Austin during the ownership of the property by the Grantor.

3. The United States has reserved access to the Property in the Reservation Section of this deed in order to perform any remedial or corrective action as required by CERCLA Section 120(h)(3)(A)(ii).

VII. OTHER COVENANTS AND NOTICES

NOTICE

BREACH OF ANY ENVIRONMENTAL COVENANT IN SUBSECTIONS A, B, AND C OF SECTION VII MAY AFFECT THE WARRANTY IN SECTION VI.A. ABOVE

A. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

B. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, which may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.). The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section VI. herein. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Groundwater Access and Use Restrictions

The Grantee, for itself, its successors and assigns, covenants and agrees:

1. To file, at the request of the Grantor and without cost to the Grantee, any deed recordation required by Chapter 350, Title 30 of the Texas Administrative Code, and the Texas

Commission for Environmental Quality, for the closure of Solid Waste Management Unit 76, Area 1, by the Grantor. The Grantee will not seek or demand additional consideration from the Grantor for the Grantor's exercise of the right to request the filing of State-required deed recordations for Solid Waste Management Unit 76, Area 1, after the date of this Deed.

2. Grantee will not conduct or allow others to conduct surface or subsurface activities on the Property or other adjacent lands owned by the Grantee that could disrupt, damage, or prevent Grantor access to any remediation activities, including monitoring wells, of the Grantor on the Property, or that could jeopardize the protectiveness of those remedies, where such activities include, without limitation:

(a) The application upon the surface of water that could impact the migration of contaminated groundwater; provided, however, that this restriction shall not preclude routine irrigation and maintenance.

(b) The drilling of groundwater extraction wells, or use or extraction of groundwater, unless the Grantor, in consultation with the Environmental Protection Agency and Texas Commission on Environmental Quality, first reasonably determines that there will be no adverse impacts on the Grantor's groundwater remedy;

3. The Grantee, in instances when surface or subsurface construction activities must be taken on portions of the Property overlying the contaminated portion of the groundwater, must comply with all the applicable environmental, worker protection and other laws, rules and regulations. The Grantee must prepare a Work Plan describing the activities proposed within the Property. The Grantee must also develop and adhere to a Health and Safety Plan that addresses worker protection and contingencies for possible potential releases of contaminants from the affected media that may be encountered when conducting the aforementioned activities.

D. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

E. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Airspace", under the authority of the Federal Aviation Act of 1958, as amended.

NOTICE ONLY:

F. Energy/ Infrastructure Lines.

The Grantee is hereby notified that areas within the Parcel have the potential for containing buried utility lines not indicated on maps utilized for locating subsurface utilities, with an increasing likelihood for such unidentified locations on the Property near the former industrial areas of the former Bergstrom AFB. Hazards associated with these unmapped utility lines include contact with materials of construction, as well as contact with materials conveyed such as pressurized natural gas, petroleum fuel products, and high voltage electricity. Note that if the transfer is to a private party, meaning any person or entity other than the City of Austin, the utility company owns an easement that may not be included in the transfer. In such a case, the utility company should be consulted prior to any excavation or drilling into the subsurface. Any activity conducted on the Property which will include excavation or drilling into the subsurface should be conducted in accordance with all appropriate industry safety precautions in consideration of the potential presence of such unmarked utility lines.

G. Radon. The Grantee is hereby informed and does acknowledge that currently the Property contains a natural occurrence of radon at levels that require no action. The base was considered a medium-risk area due to radon concentrations between 4-20 pCi/l.

VIII. MISCELLANEOUS

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

IX. THE FOLLOWING EXHIBITS are attached to and made a part of this document:

- | | |
|-----------|--|
| Exhibit A | Legal Description of Property Conveyed |
| Exhibit B | Survey Drawing |
| Exhibit C | Location of South and North Equipment Building |
| Exhibit D | Notice of Hazardous Substance(s) Released |

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ACCEPTANCE

The City of Austin does hereby accept this Deed and by such acceptance agrees to all the conditions thereof.

Executed this 19 day of August, 2005

(OFFICIAL SEAL)

By: [Signature]
Name: Jim Smith
Title: Executive Director of Aviation

Attest: Rosemary Ybanez for Shirley A. Brown
By: City Clerk



Certificate of Grantee's Attorney

I, David C. Petersen, acting as Attorney for the City of Austin, herein referred to as the "Grantee" do hereby certify: That I have examined the foregoing Deed and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Texas, and further that, in my opinion, the Deed constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Austin, Texas, this 18 day of August, 2005.

By: [Signature]
Title: Asst City Attorney

STATE OF TEXAS)
) SS.:
COUNTY OF TRAVIS)

On the 19 day of August, 2005, before me, Rebecca Jane Nagel, the undersigned Notary Public, personally appeared, Jim Smith, and known to me to be the person whose name is subscribed to the foregoing Deed, and personally known to me to be the Executive Director, and acknowledged that the same was the act and deed of the City of Austin and that he executed the same for the purposes and considerations therein expressed and in the capacity stated therein.



Rebecca Jane Nagel
Notary Public, State of Texas
My commission expires: 11-17, 2006

After Recording Please send to:
City of Austin
Dept. of Aviation
Attn: Melinda Ruby (Noise Program)
2716 Spirit of Texas Drive
Austin, Tx 78719

EXHIBIT A
Legal Description of Property Conveyed



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "A"
(PARCEL F)

United States of America
to
City of Austin

LEGAL DESCRIPTION

OF A 157.876 ACRE PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS; ALSO BEING OUT OF 1.) TRACT NO. A-1, A 168.96 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 709, PAGE 181., DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT NO. A-2, COMPRISED OF TWO PARCELS 87.84 ACRES AND 295.59 ACRES CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 708, PAGE 115, DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT NO. A-3, A 103.62 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 709, PAGE 390, DEED RECORDS OF SAID TRAVIS COUNTY; 4.) TRACT NO. A-19, A 139.85 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 709, PAGE 67, DEED RECORDS OF SAID TRAVIS COUNTY; AND A PORTION OF THE ABANDONED OLD BASTROP ROAD; SAID 157.876 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the westernmost corner of this parcel, being a point occupied by monitoring well MW8-15; also being SOUTH 2191.23 feet and EAST 2734.78 feet from a brass disk in concrete found in the centerline at the north end of the west runway 17R/35L;

THENCE, N 46° 16' 31" E, 1622.32 feet to a point occupied by monitoring well SM62MW at an angle point;

THENCE, N 40° 48' 20" E, 876.24 feet to a point occupied by monitoring well SM53MW at an angle point;

THENCE, N 59° 39' 54" E, 1093.78 feet to a point on the southwesterly right-of-way line of State Highway No. 71;

THENCE, the following six (6) courses with said right-of-way line:

- 1.) S 47° 23' 55" E, 234.00 feet to a TxDOT Type I concrete monument found at an angle point;
- 2.) S 58° 11' 43" E, 600.18 feet to a TxDOT Type I concrete monument found at an angle point;
- 3.) S 35° 21' 42" E, 206.16 feet to a ½" iron rod set at an angle point;
- 4.) S 58° 11' 43" E, 210.00 feet to a ½" iron rod set at an angle point;
- 5.) N 76° 48' 17" E, 127.28 feet to a ½" iron rod set at an angle point;
- 6.) S 58° 17' 05" E, 442.41 feet to a point at the easternmost corner of this parcel, from said point, a TxDOT Type I concrete monument found bears, S 58° 17' 05" E, 167.32 feet;

THENCE, S 39° 29' 51" W, 2538.95 feet to a point occupied by monitoring well SM08MW at an angle point;

THENCE, S 73° 33' 09" W, 823.14 feet to a point occupied by monitoring well SM14MW at an angle point;

THENCE, N 70° 30' 20" W, 1557.44 feet to a point occupied by monitoring well SM80MW at an angle point;

THENCE, N 45° 25' 30" W, 416.78 feet to the **POINT OF BEGINNING**, containing 157.876 acres of land.

BEARING BASIS NOTE

The bearings described herein are based on the Bergstrom Airport Coordinate System (BACS). The reference for this project is two brass disks in concrete found on the centerline of the west runway at the Austin – Bergstrom International Airport at an assumed bearing of NORTH.

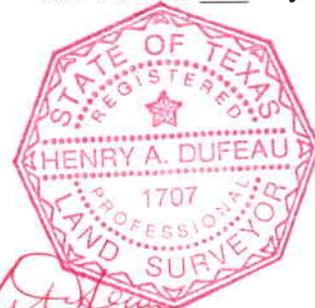
THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1st day of March, 2000. Heu



Henry A. Dufeu

MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745-3040

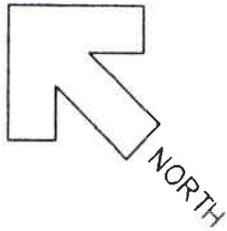
Henry A. Dufeu
Registered Professional Land Surveyor
No. 1707-State of Texas

REFERENCES

TCAD # 0315310601
AUSTIN GRID N-16

EXHIBIT B
Survey Drawing

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1" = 600'

LINE TABLE

No.	Bearing	Distance
L1	S35°21'42"E	206.16'
L2	S58°11'43"E	210.00'
L3	N76°48'17"E	127.28'

UNITED STATES OF AMERICA
TRACT NO. A-1 (168.96 AC.)
V.709, P.181, D.R.T.C.

UNITED STATES OF AMERICA
TRACT NO. A-2
"FIRST TRACT" (87.84 AC.)
V.708, P.115, D.R.T.C.

AUSTIN - BERGSTROM
(FORMERLY BERGSTROM

INTERNATIONAL AIRPORT
AIR FORCE BASE)

NOTE:

BEARINGS ARE BASED ON THE BERGSTROM
AIRPORT COORDINATE SYSTEM.

SANTIAGO DEL VALLE TEN LEAGUE GRANT

UNITED STATES OF AMERICA
TRACT NO. A-19 (139.85 AC.)
V.709, P.67, D.R.T.C.

N.112248.7129
E.10000.0000
BRONZE DISK FOUND
AT THE NORTH END OF
WEST RUNWAY 17R-35L

POINT OF
BEGINNING

ABSTRACT NO. 24

OLD BASTROP ROAD (ABANDONED)

UNITED STATES OF AMERICA
TRACT NO. A-2
"SECOND TRACT" (295.59 AC.)
V.708, P.115, D.R.T.C.

UNITED STATES OF AMERICA
TRACT NO. A-3
"SECOND TRACT" (340.66 AC.)
V.709, P.390, D.R.T.C.

PARCEL G
58.075 AC.

PARCEL F
157.876 AC.

STATE HIGHWAY NO. 71

(S47°54'E)
S47°23'55"E
234.00'

(S59°13'E 600.00')
S58°11'43"E
600.18'

(S59°13'E)
S58°17'05"E
442.41'

S58°17'05"E
167.32'

(S36°23'E
206.16')

(S59°13'E
210.00')

(N75°47'E
127.28')

N59°39'54"E 1093.78'

N40°48'20"E 876.24'

N46°16'31"E 1622.32'

N45°25'30"W

S39°29'51"W 2538.95'

S73°33'09"W 823.14'

N70°30'20"W 1557.44'

- ### LEGEND
- TXDOT TYPE I CONCRETE MONUMENT FOUND
 - 1/2" IRON ROD SET
 - ⊗ MONITORING WELL
 - () RECORD INFORMATION



DRAWING: PARCEL-F.DWG
JOB # 15-84-00

SCALE: 1" = 600'
DRAWN BY: G. LOPEZ

DATE: 6-1-00

MACIAS & ASSOCIATES, INC.
LAND SURVEYORS

★ ★ ★ ★ ★ ★

5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876 EMAIL: MACIASURVEY@EARTHLINK.NET

EXHIBIT C
Location of South and North Equipment Building

LEGEND

- SURVEY CONTROL POINT
- ⊕ MONITOR WELL
- TRENCH (EMERGENCY FLOODING)
- ⊕ RECOVERY WELL
- ⊕ SOL WASH EXTRACTOR WELL
- ⊕ AIR SPARGE WELL
- ALUMINUM ROAD BOX
- MANHOLE
- FIRE HYDRANT
- WATERWATER CLEANOUT
- ⊕ SECTION CUT / DRIVING WELLS

SCALE: 1" = 50' (0, 50, 100 FEET)

IT CORPORATION
A Member of The IT Group

1301 WESTLIME ROAD
SUITE 100
COPPELL, TEXAS 75019 (872) 341-8300 (TX)
(872) 341-8340 (VA)

AIR FORCE CENTER FOR ENVIRONMENTAL EXCELLENCE
9530 NEW AIRPORT DRIVE
AUSTIN, TEXAS

SOUTH AREA REMEDIATION SYSTEM LAYOUT

DESIGNED BY:	REVISED BY:	DRAWN BY:	CHECKED BY:
DATE:	DATE:	DATE:	DATE:
PROJECT NO.:	PROJECT NO.:	PROJECT NO.:	PROJECT NO.:
CLIENT:	CLIENT:	CLIENT:	CLIENT:

9/5/2000
7783.02
P2

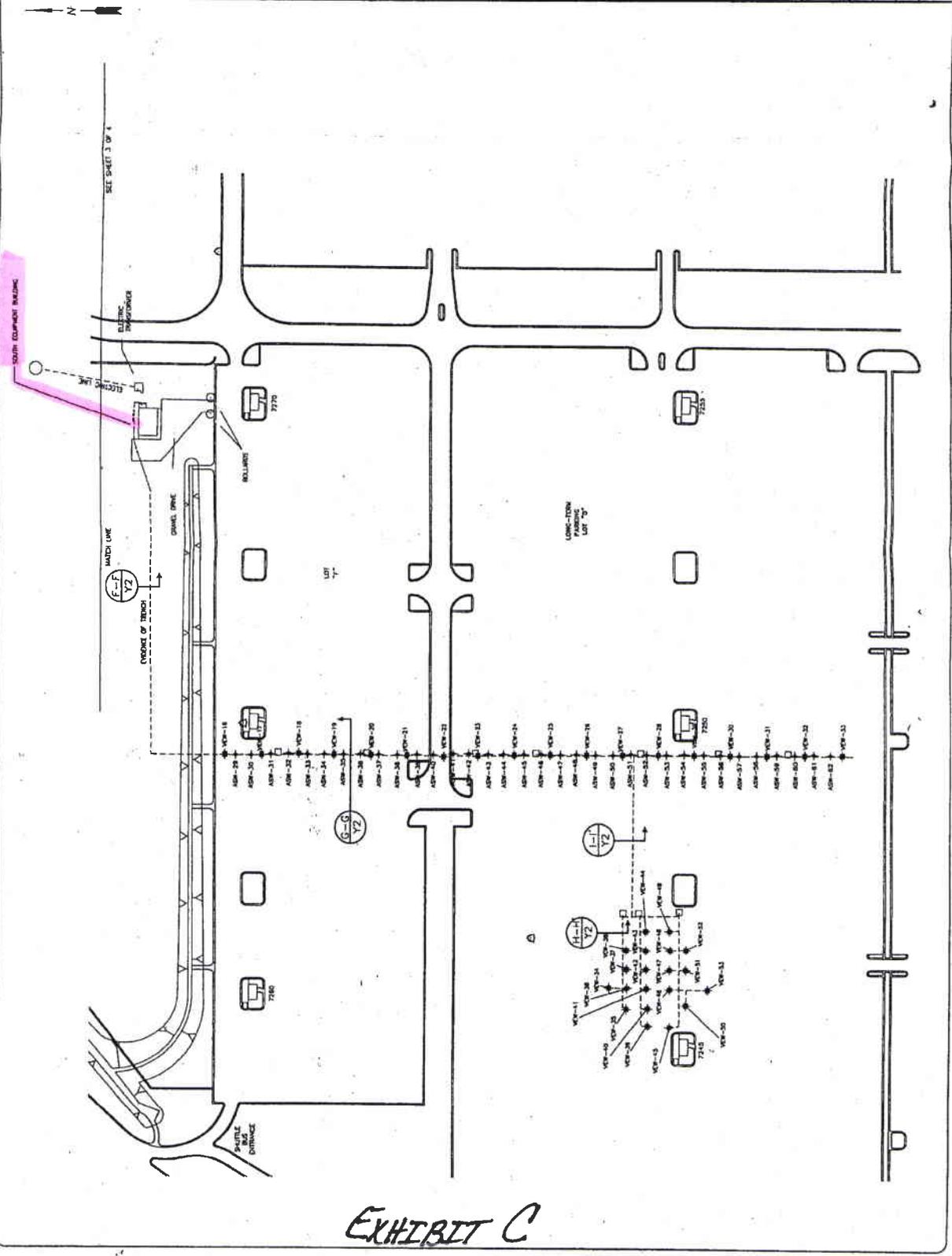


EXHIBIT C

LEGEND

- ▲ SANDY CONTROL POINT
- ▽ MONITOR WELL
- TRENCH (BURIED/SURFACE INSTALLED)
- ⊕ RECOVERY WELL
- ⊕ SOIL VAPOR EXTRACTION WELL
- ⊕ AIR SPARGE WELL
- ALUMINUM ROAD BOX
- WASTEWATER
- FIRE HYDRANT
- WASTEWATER CLEANOUT
- ⊕ SECTION CUT / DRAINAGE

SCALE: 0 30 60 90 FEET

DATE: _____
 PROJECT HYDRO/GEO: _____
 PROJECT WBS: _____
 CLIENT: _____

IT CORPORATION
 A Member of The IT Group

1281 BELTONE ROAD
 SUITE 100
 COPPELL, TEXAS 75019 (972) 341-8300 (TEL)
 (972) 341-8888 (FAX)

CLIENT:
AIR FORCE CENTER FOR ENVIRONMENTAL EXCELLENCE
 9530 NEW AIRPORT DRIVE
 AUSTIN, TEXAS

TITLE:
NORTH AREA REMEDIATION SYSTEM LAYOUT

DESIGNED BY:	CHECKED BY:
DATE:	DATE:
PROJECT NO.:	PROJECT NO.:
PROJECT WBS:	PROJECT WBS:
NOTES:	NOTES:
778.302	X
DRAWING:	REVISION:
	P1

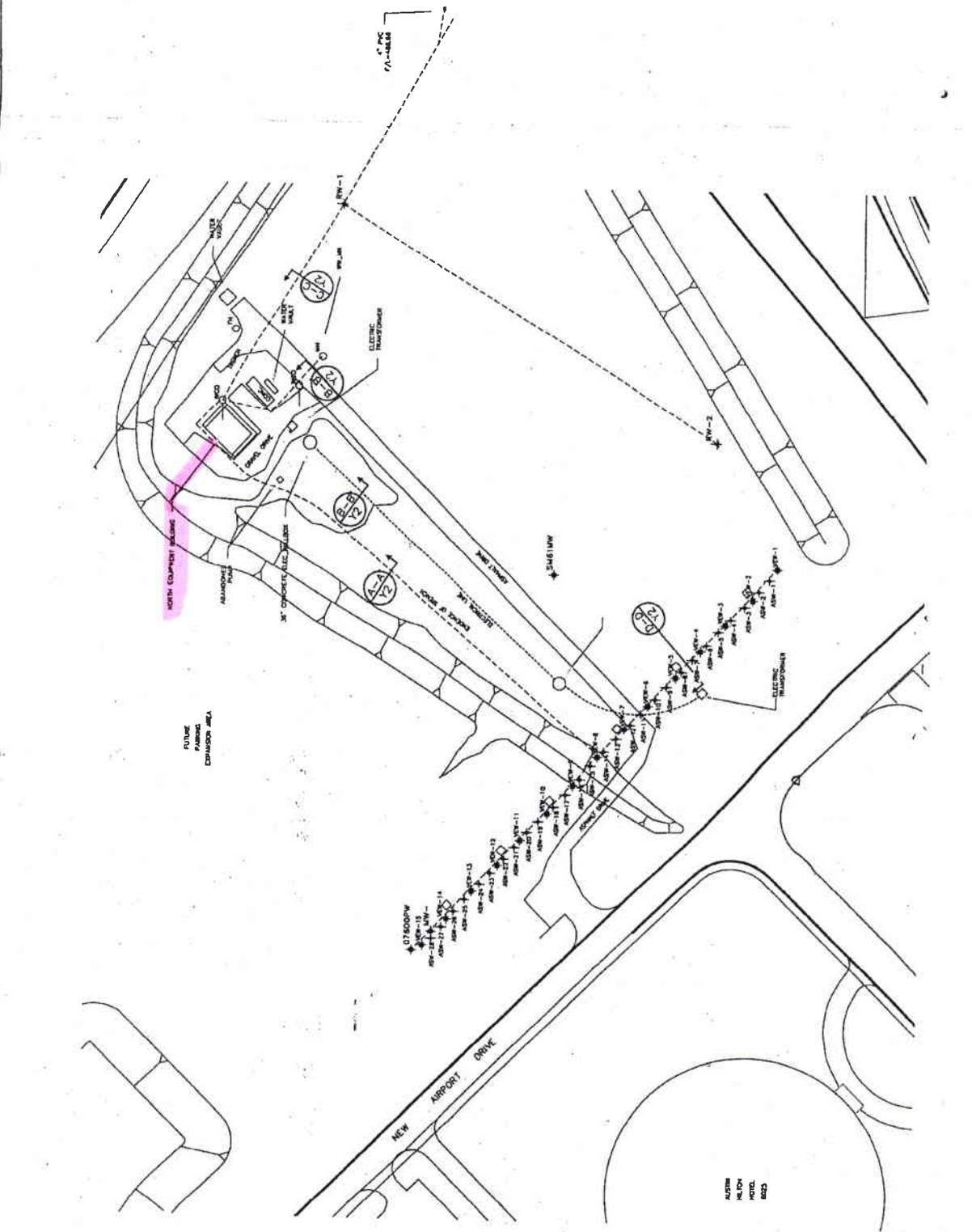


EXHIBIT C

EXHIBIT D
Notice of Hazardous Substance(s) Released

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided that the information set out below from the EBS and its Supplement provide notice of hazardous substances that were released on the Property at the former Bergstrom AFB. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Section 9620(h).

Substance	CAS Registry Number	Quantity (kg/lb)	Date	Haz Waste ID (if applicable)	Response	Remarks
Trichloroethene (TCE)	79-01-6	unknown	unknown	N/A	Interim corrective action has been implemented for groundwater as detailed in the <i>Final Remedial Design Report for Solid Waste Management Unit (SWMU) 76 Area 1 and 2 dated November 1999.</i>	Current highest concentration from March 2004 sampling = 11.1 micrograms/liter (µg/l).

Continuation – Notice of Hazardous Substances Released

Substance	CAS Registry Number	Quantity (kg/lb)	Date	Haz Waste ID(if applicable)	Response	Remarks
1,2-Dichloroethene (DCE)	156-60-5	N/A		N/A	Interim corrective action has been implemented for groundwater as detailed in the <i>Final Remedial Design Report for Solid Waste Management Unit (SWMU) 76 Area 1 and 2 dated November 1999.</i>	The DCE present in the groundwater is a result of the de-chlorination of TCE. Levels of DCE are below maximum contaminant levels.
1, 2, dibromo-2, 2-dichloroethyl dimethyl phosphate (aka ingredient of the pesticide, Dibrom or naled)	300-76-5	1.5 quarts	Early 1970's	N/A	IRP Site SS-11, or SWMU 100. Spill of pesticide Dibrom occurred on pavement near main base gate entrance and spill was soaked up with sand.	Texas Water Commission agreed in 1992 that no further action was required.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Aug 30 12:26 PM 2005160431

HAYWOODK \$58.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.