



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

G.22.2 ~~N#06270~~
Parcel
H
Copy to Karl
11-2-05

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 ("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: 1700 North Moore Street, Suite 2300, Arlington, VA 22209-2802, 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, 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; and

WHEREAS, the property is partially subject to a post-closure care plan for the Landfill Use Restriction Area, being that area bounded and described on Exhibit E and depicted on Exhibit F, attached hereto, and incorporated herein (“ Landfill Use Restriction Area” or “LURA”), which must be maintained by the Air Force and the plan complied with by the Air Force.

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 in Travis County, Texas described in **Exhibit “A”**, save and except the property described in the legal description in **Exhibit “A.1”**, and depicted on the survey drawing attached as **Exhibit “B”** of this Deed.

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 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 in Article II of this Deed, is collectively referred to as the “Property” in this Deed) to the Property to 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, test pitting, testing soil borings, and other activities relating to any such response or corrective action. 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, in accordance with applicable law.
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 recordation for the Property as of the date of this Deed.

C. The Grantor shall operate and maintain in good working order all equipment and facilities installed or constructed to remediate hazardous material on the Property, in accordance with applicable law, including but not limited to, landfill liners and covers, landfill drainage systems, methane venting systems, monitoring wells, treatment wells, and treatment facilities and related piping. The obligations of the Grantor shall include surface maintenance such as mowing, fertilizing and watering of grass or other vegetative cover, groundwater monitoring, landfill inspections and state and federal reporting requirements related to the Landfill Use Restriction Area, until such time as Grantee is no longer bound to Risk Reduction Standard 3 restrictions.

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 “C”** and **Exhibit “D”** contain tables with the names of hazardous substances known to have been released or disposed of, on the Property; the quantity in kilograms or pounds of the hazardous substance known to have been released, or disposed of, on the Property; and the date(s) on which such release, or disposal 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. This covenant will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on 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, C, D, AND E 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, that 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. §§ 9601-9675 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. Grantee shall comply with all applicable conditions and restrictions set forth in any deed recordations for the Property filed in accordance with the requirements of applicable State or Federal environmental law of record as of the date of this Deed, to the extent valid and enforceable;

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. Landfill Use Restriction Area – Restrictions:

1. Grantee shall comply with all applicable conditions and restrictions set forth in any deed recordations for the LURA portions of the Property filed in accordance with the requirements of applicable State or Federal environmental law of record as of the date of this Deed, to the extent valid and enforceable, to include, but not limited to, the prohibition on the residential use of the LURA portions of the Property unless and until the Industrial Solid Waste Certification of Remediation recorded for the LURA portions of the Property is modified to allow residential use; and

2. Grantee shall not excavate the soil or conduct other soil-disturbing activities on the specific landfill areas within the LURA that would disturb or otherwise impede the effectiveness of the covers for the landfill areas within the LURA, unless the Grantor has provided written approval for such activities, which Grantor shall not unreasonably withhold.

E. The Grantee or its successors and assigns will have reasonable access to the fenced landfills with prior permission from the Grantor which shall not be unreasonably withheld or delayed.

F. Grantee may use the LURA for non-residential purpose that

1. will not disrupt any remediation activities of the Grantor, or that would jeopardize the protectiveness of those remedies, and

2. for which Grantee has received all necessary permits and approvals from the Federal or State environmental agencies having jurisdiction over the Property and provided a workplan for said activities to the Grantor for 30 day review approval, which will not be unreasonably withheld.

G. 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.

H. 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

I 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, 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.

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

- | | |
|-------------|--|
| Exhibit A | Legal Description of Parcel H |
| Exhibit A.1 | Legal Description of Save and Except Parcels |
| Exhibit B | Survey Drawing |
| Exhibit C | Notice of Hazardous Substance(s) Disposed |
| Exhibit D | Notice of Hazardous Substance(s) Released |
| Exhibit E | Legal Description of the Landfill Use Restriction Area |
| Exhibit F | Drawing of the Landfill Use Restriction Area |

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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 Yarnall Shirley A. Brown
By: City Clerk



Certificate of Grantee's Attorney

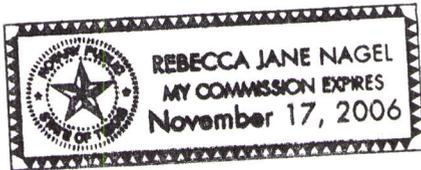
I, David C. Peterman, acting as Attorney for the City of Austin, herein referred to as the "Grantee" do hereby certify: That I have examined the foregoing Deed and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly authorized and that 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 Parcel H (Equitable Interest)



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "A"
(PARCEL H)

United States of America
to
City of Austin

LEGAL DESCRIPTION

OF A 202.686 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. C-52, A 30.69 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 723, PAGE 490, DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT NO. C-51, A 182.88 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 720, PAGE 371, DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT NO. 80, A 30.7 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 1652, PAGE 139, DEED RECORDS OF SAID TRAVIS COUNTY; 4.) TRACT NO. 81, A 85.7 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 1681, PAGE 509, DEED RECORDS OF SAID TRAVIS COUNTY; AND A PORTION OF THE ABANDONED OLD BASTROP ROAD VACATED BY THE TRAVIS COUNTY COMMISSIONERS COURT; SAID 202.686 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type I concrete monument found at the intersection of the southeasterly boundary line of said Tract No. C-52 with the curving northwesterly right-of-way line of FM Highway 973, for the easternmost corner of this parcel;

THENCE, Southwesterly with said curving northwesterly right-of-way line of FM Highway 973, a radius of 1482.40 feet, a central angle of $06^{\circ} 32' 53''$, a chord bearing S $37^{\circ} 25' 48''$ W, 169.33 feet, an arc distance of 169.42 feet to an aluminum disk in concrete found at its intersection with the northwesterly right-of-way line of Old Bastrop Road;

THENCE, S 45° 17' 16" W, with said northwesterly right-of-way line of Old Bastrop Road and southeasterly boundary line of said Tract No. C-52, passing a corner of the vacated Old Bastrop Road and the southernmost corner of said Tract No. C-52 at 463.70 feet, a total distance of 523.70 feet to an aluminum disk in concrete found on the southwesterly right-of-way line of said Old Bastrop Road and the northeasterly boundary line of said Tract No. C-51;

THENCE, S 44° 52' 29" E, 42.51 feet with said common line between the abandoned Old Bastrop Road and of Tract No. C-51 to an aluminum disk in concrete found at a common corner of said Tract No. C-51 and a 135.858 acre parcel conveyed to the City of Austin by instrument of record in Volume 12385, Page 460, Real Property Records of said Travis County;

THENCE, S 45° 29' 26" W, 907.34 feet with said common boundary line to an aluminum disk in concrete found at the northernmost corner of Tract No. 80;

THENCE, the following two (2) courses with the common boundary line between said Tract No. 80 and said 135.858 acre parcel:

- 1.) S 03° 12' 23" W, 822.07 feet to an aluminum disk in concrete found at an angle point;
- 2.) S 45° 09' 27" W, 2072.04 feet to an aluminum disk in concrete found at the southernmost corner of said Tract No. 80.

THENCE, the following three (3) courses with the common boundary line between said Tract No. 81 and a 210.684 acre parcel conveyed to the City of Austin by instrument of record in Volume 12384, Page 1015, Real Property Records of said Travis County;

- 1.) S 45° 16' 05" W, 310.90 feet to an aluminum disk in concrete found at an angle point;
- 2.) S 80° 09' 04" W, 1411.87 feet to an aluminum disk in concrete found at an angle point;
- 3.) N 51° 24' 06" W, 654.43 feet to a ½" iron pipe found at the northeasterly corner of a 99.396 acre parcel conveyed to the City of Austin by instrument of record in Volume 12683, Page 776, Real Property Records of said Travis County;

THENCE, the following three (3) courses with the common boundary line between said Tract No. 81 and said 99.396 acre parcel:

- 1.) N 51° 18' 05" W, 435.30 feet to an aluminum disk in concrete found at an angle point;
- 2.) N 44° 54' 38" W, 435.44 feet to an aluminum disk in concrete found at an angle point;
- 3.) N 01° 33' 53" W, 670.83 feet to an aluminum disk in concrete found on the common boundary line between said Tract No. 81 and Tract No. A-9, a 199.93 acre parcel conveyed to the United States of America by instrument of record in Volume 706, Page 525, Deed Records of said Travis County;

THENCE, N 46° 01' 21" E, 1148.20 feet with said common boundary line to a common corner between said Tract No. 81 and Tract No. C-51;

THENCE, S 44° 30' 40" E, 1907.17 feet with said common boundary to a point;

THENCE, N 30° 49' 23"E, 4410.42 feet across said Tract No. C-51, the abandoned Old Bastrop Road and Tract No. C-52 to a point on the common boundary line between said Tract No. C-52 and a 129.35 acre parcel conveyed to Travis County by instrument of record in Volume 5314, Page 1064, Deed Records of said Travis County;

THENCE, S 45° 00' 25" E, 1375.89 feet with said common boundary line to the POINT OF BEGINNING, containing 202.686 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 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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 7TH day of MAY, 2001.



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 A-1
Legal Description of Save and Except Parcels

Two parcels of land in Travis County, Texas, as follows:

Parcel One:

The land referred to as Tract 80 as described in a General Warranty Deed from H. B. Armstrong and wife, Willie Hunter Armstrong, dated December 5, 1956 recorded at Volume 1652, Page 139 et seq. of the Deed Records of Travis County, Texas, a copy of which is attached hereto and incorporated herein for all purposes.

Parcel Two:

The land referred to as Tract No. 81 as described in a Final Judgment and a Declaration of Taking in United States of America v. 135.07 acres of Land, More or Less, Situated in Travis County, State of Texas, and C. D. Smith, et al, Civil Action No. 881, United States District Court in and for the Western District of Texas, Austin Division, recorded at Volume 1689 Page 509, et seq. of the Deed Records of Travis County, Texas, copies of which are attached hereto and incorporated herein for all purposes.

PROJECT: Bergstrom Air Force Base

TRACT NO: 80

GENERAL WARRANTY DEED

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

THAT we, H. B. ARMSTRONG and wife, WILLIE HUNTER ARMSTRONG

for and in consideration of TEN THOUSAND FOUR HUNDRED THIRTY-FIVE
(\$ 10,435.00) DOLLARS to us in hand paid by the United States of
America, the receipt whereof is hereby acknowledged and confessed, have
granted, sold and conveyed, and by these presents do grant, sell and convey
unto the said United States of America and its assigns, except as below
stated, all that certain piece or parcel of land situated in the County
of TRAVIS, State of Texas, more particularly
described as follows:

A tract of land situated in the County of Travis, State of Texas, being
part of the Santiago Del Valle Ten League Survey (A-24) and being more partic-
ularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north
39°12' east, approximately 8,160 feet to the point of beginning,
said point being the west corner of the Willie Hunter Armstrong
property and being the most easterly south corner of Bergstrom
Air Force Base; thence along the northwest line of said Armstrong
property as follows: north 44°45' east, 1603.3 feet to a point;
thence north 66°45' east, 60.6 feet to a point; thence north 44°46'
east, 1040 feet to a point; thence departing from said property
line south 02°46' west, 813.86 feet to a point; thence south 44°11'
west, 2074.82 feet to a point in the southwest line of said Armstrong
property, same being the northeast line of the C. D. Smith property;
thence along said southwest property line north 45°22' west, 575.1
feet to the point of beginning, containing 30.7 acres, more or less.

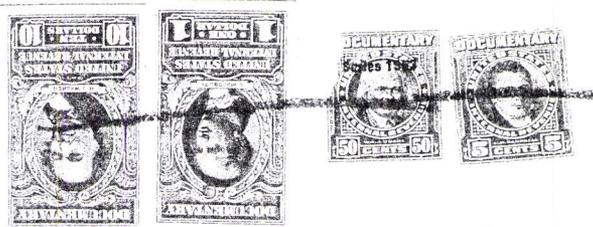
And we further convey and quitclaim to the United States of America all right, title and interest which we may have in the banks, beds, and waters of any streams bordering the said land, and all interest in any alleys, roads, streets, ways, strips, gores or railroads rights of way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto; and we, the said H. B. ARMSTRONG and wife, WILLIE HUNTER ARMSTRONG

do hereby covenant with the said United States of America and its assigns that we are now the owner(s) of said premises, are seized of a good and indefeasible fee simple estate therein, have full right and power to sell and convey the same in fee simple and will give and obtain such further assurances and covenants of title as may be necessary; that the said premises are free and clear of all encumbrances, and that the said United States of America and its assigns shall forever hereafter have, hold, possess and enjoy the same without any suits, molestation or interruption by any person whomsoever lawfully claiming any right therein.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said United States of America and its assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and defend all and singular the said premises unto the said United States of America and its assigns against every person whomsoever, lawfully claiming or to claim the same, or any part thereof; provided, however, that the title hereinabove conveyed is subject to the following:

Existing easements for public roads and highways, for public utilities,
for railroads and pipe lines.

WITNESS OUR HAND(S) THIS 5th day of December, A. D. 1956



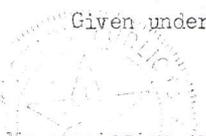
H. B. Armstrong
H. B. ARMSTRONG

Willie Hunter Armstrong
WILLIE HUNTER ARMSTRONG

STATE OF TEXAS)
COUNTY OF TRAVIS) \$11.55 U.S. Int. Rev. Stamps Cancelled

Before me a Notary Public, in and for said county and state, on this day personally appeared H. B. ARMSTRONG and WILLIE HUNTER ARMSTRONG, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said WILLIE HUNTER ARMSTRONG, wife of the said H. B. ARMSTRONG, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said WILLIE HUNTER ARMSTRONG, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 5th day of December A.D. 1956.



My commission expires:
30th day of May 1957

Effie Guinn
Notary Public in and for Travis
County, Texas

Filed for Record Jan. 17, 1956, at 3:45 P.M.
Recorded Jan. 19, 1956, at 11:15 A.M.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

135.07 ACRES OF LAND, MORE
OR LESS, SITUATE IN TRAVIS
COUNTY, STATE OF TEXAS, AND
C.D. SMITH, ET AL,

Defendants,

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CIVIL NO. 381

JUDGMENT ON DECLARATION OF TAKING

THIS CAUSE COMING ON TO BE HEARD UPON NOTICE OF THE PLAINTIFF, UNITED STATES OF AMERICA, to enter a Judgment on Declaration of Taking filed in this cause on the ^{1st} 30th day of ^{May} April, 1956, and upon consideration thereof and of the Complaint filed herein, said Declaration of Taking, and the statutes in such cause made and provided, and findings of the President of the United States made pursuant to the authority contained in the Acts of Congress referred to in the Complaint filed herein, and it appearing to the satisfaction of the Court:

FIRST: That the United States of America is entitled to acquire property by eminent domain for the purposes as set out and prayed for in the Complaint;

SECOND: That a Complaint was filed at the request of the Under Secretary of the Air Force of the United States, the authority empowered by law to acquire the lands described in said Complaint, and also under authority of the Attorney General of the United States;

THIRD: That said Complaint and Declaration of Taking state the authority under which and the public use for which said lands were taken, that the Secretary of the Air Force of the United States is the person duly authorized and empowered by law to acquire lands such as are described in the Complaint as are necessary

TRAVIS COUNTY, TEXAS
11689
509

C
G. W. L.

and adequate to provide for additional facilities for the United States Air Force and related military purposes and uses incident thereto. The said lands have been selected under the direction of the Secretary of the Air Force for acquisition by the United States for use in connection with Bergstrom Air Force Base, Travis County, State of Texas, and for such other uses as may be authorized by Congress or by Executive Order, and are required for immediate use, and that the Attorney General of the United States is the person duly authorized by law to direct the institution of such condemnation proceedings;

FOURTH: That a proper description of the land sought to be taken, sufficient for identification thereof, is set out in the Declaration of Taking;

FIFTH: That said Declaration of Taking contains a statement of the estate or interest in the said lands taken for said public uses;

SIXTH: That a plat showing the lands taken is incorporated in said Declaration of Taking;

SEVENTH: That a statement is contained in the said Declaration of Taking of a sum of money, estimated by said acquiring authority to be just compensation for said lands, in the amount of FORTY THREE THOUSAND, EIGHT HUNDRED SIXTY AND 80/100 (\$43,860.00) DOLLARS, and that the said sum was deposited in the Registry of this Court for the use of the persons entitled thereto upon and at the time of the filing of said Declaration of Taking.

EIGHTH: That a statement is contained in said Declaration of Taking that the amount of the ultimate award of compensation for the taking of said property, in the opinion of the Secretary of the Air Force of the United States, will be within any limits prescribed by Congress as to the price to be paid therefor.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that title in and to said property to the extent of the estates being condemned which are as follows:

(a) Fee simple title to Tract No. 81 described in Schedule "A" subject to

existing easements for public roads and highways, public utilities, railroads and pipe lines.

(b) An assignable easement and right in perpetuity in Tracts Nos. 81E, 83E, 85E-1 and 85E-2 described in Schedule "A" for the establishment, maintenance, operation, and use of a safety area in connection with the Bergstrom Air Force Base Project, in Travis County, State of Texas, in, on, across, and over said land, consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control; and the right of ingress and egress over and across said land for the purpose of exercising the other rights set forth herein, subject to existing easements for public utilities and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, successors, and assigns all right, title, interest, and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the Government, said tracts of land being situated in Travis County, Texas, described as follows:

SCHEDULE "A"

- Tracts Nos. 81
- Tract No. 81E,
- Tract No. 83E,
- Tract No. 85E-1
- Tract No. 85E-2

513

BERGSTROM AIR FORCE BASE
AUSTIN, TRAVIS COUNTY, TEXAS

TRACT NO: 81

OWNER: C. D. Smith, et ux

ACREAGE: 85.7

A tract of land situated in the County of Travis, State of Texas, being part of the Santiago Del Valle Ten League Survey (A-24) and being more particularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north $24^{\circ}23'$ east, approximately 8,650 feet to the point of beginning, said point being the north corner of the C. D. Smith, et ux property, and a reentrant corner for Bergstrom Air Force Base; thence along the northeast line of said C. D. Smith, et ux, property south $45^{\circ}22'$ east, 2797.6 feet to a point; thence south $44^{\circ}11'$ west, 308.83 feet to a point; thence south $79^{\circ}11'$ west, 1412.61 feet to a point; thence north $52^{\circ}19'$ west, 1090 feet to a point; thence north $45^{\circ}49'$ west, 435.38 feet to a point; thence north $02^{\circ}34'$ west, 673.36 feet to a point in the northwest line of said C. D. Smith, et ux property, same being north $45^{\circ}06'$ east, 475.7 feet from the west corner of said Smith property; thence along said northwest property line north $45^{\circ}06'$ east, 1148.2 feet to the point of beginning, containing 85.7 acres, more or less.

81.1

BERGSTROM AIR FORCE BASE
AUSTIN, TRAVIS COUNTY, TEXAS

TRACT NO: 81E

OWNER: C. D. Smith, et ux

ACREAGE: 39.5

A tract of land situated in the County of Travis, State of Texas, being part of the Santiago Del Valle Ten League Survey (A-24) and being more particularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north $19^{\circ}50'$ east, approximately 7170 feet to the point of beginning, said point being the west corner of the C. D. Smith, et ux, property, and being also south $45^{\circ}06'$ west, 1623.9 feet from a reentrant corner of Bergstrom Air Force Base; thence along the northeast line of said C. D. Smith, et ux, property, north $45^{\circ}06'$ east, 475.7 feet to a point; thence south $02^{\circ}34'$ west, 673.36 feet to a point; thence south $45^{\circ}49'$ east, 435.38 feet to a point; thence south $52^{\circ}19'$ east, 1090 feet to a point; thence north $79^{\circ}11'$ east, 1412.61 feet to a point; thence north $44^{\circ}11'$ east, 308.83 feet to a point in the common line between said C. D. Smith, et ux and the H. A. Armstrong properties; thence along said common property line south $45^{\circ}22'$ east, 820.8 feet to a point; thence south $44^{\circ}11'$ west, 290.2 feet to a point; thence south $65^{\circ}01'$ west, 1028 feet to a point; thence north $79^{\circ}39'$ west, 630.89 feet to a point in the common line between said C. D. Smith, et ux and the Horace Reaves properties; thence along the common line between said C. D. Smith, et ux property on the right and the Horace Reaves, the Leroy Smith, et ux, and the J. H. Johnson properties on the left north $45^{\circ}34'$ west, 2752.8 feet to the point of beginning, containing 39.5 acres, more or less.

81E.1

BERGSTROM AIR FORCE BASE
AUSTIN, TRAVIS COUNTY, TEXAS

TRACT NO: 83E

OWNER: Leroy Smith, et ux

ACREAGE: 8.88

A tract of land situated in the County of Travis, State of Texas, being part of the Santiago Del Valle Ten League Survey (A-24) and being more particularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north $40^{\circ}25'$ east, approximately 6,445 feet to the point of beginning, said point being the east corner of the Leroy Smith, et ux property, and being also south $35^{\circ}10'$ west, approximately 1,630 feet from the easternmost south corner of Bergstrom Air Force Base; thence south $45^{\circ}06'$ west, 168 feet to a point; thence north $79^{\circ}39'$ west, 228.8 feet to a point; thence north $55^{\circ}39'$ west, 482.85 feet to a point in the southwest line of said Leroy Smith, et ux property; thence along said southwest property line north $45^{\circ}34'$ west, 484.5 feet to the west corner of said Leroy Smith, et ux property; thence along the northwest line of said Leroy Smith, et ux property north $45^{\circ}06'$ east, 380 feet to the north corner of said Smith property; thence along the northeast line of said Smith property south $45^{\circ}34'$ east, 1146.3 feet to the point of beginning, containing 8.88 acres, more or less.

83E.1

BERGSTROM AIR FORCE BASE
AUSTIN, TRAVIS COUNTY, TEXAS

TRACT NO: 85-E-1

OWNER: Horace Reaves

ACREAGE: 0.52

A tract of land situated in the County of Travis, State of Texas, being part of the Santiago Del Valle Ten League Survey (A-24) and being more particularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north 29°35' east, approximately 6255 feet to the point of beginning, said point being the northermost north corner of the Horace Reaves property and the west corner of the Leroy Smith property, and being south 68°30' west, approximately 2180 feet from the easternmost south corner of Bergstrom Air Force Base; thence along the northeast line of said Horace Reaves property south 45°34' east, 494.5 feet to a point for the southeast corner of this tract; thence north 55°39' west, 494.5 feet to a point in a northwest line of said Reaves property for the west corner of this tract; thence along said northwesterly property line north 45°06' east, 86 feet to the point of beginning, containing 0.52 acres, more or less.

85E-1

517

BERGSTROM AIR FORCE BASE
AUSTIN, TRAVIS COUNTY, TEXAS

TRACT NO: 85E-2

OWNER: Horace Reaves

ACREAGE: 0.47

A tract of land situated in the County of Travis, State of Texas, being part of the Santiago Del Valle Ten League Survey (A-24) and being more particularly described as follows:

From the northwest corner of the J. Bittick Survey (A-54) north $40^{\circ}25'$ east, approximately 6445 feet to the point of beginning, said point being the easternmost north corner of the Horace Reaves property and the east corner of the Leroy Smith property, same being south $35^{\circ}10'$ west, approximately 1650 feet from the easternmost south corner of Bergstrom Air Force Base; thence along a northeast line of said Reaves property south $45^{\circ}34'$ east, 245.4 feet to the southeast corner of this tract; thence north $79^{\circ}39'$ west, 302.3 feet to a point in a northwest line of said Reaves property for the west corner of this tract; thence along said northwest property line north $45^{\circ}06'$ east, 168 feet to the point of beginning, containing 0.47 acre, more or less.

85E-2

vested in the United States of America upon the filing of said Declaration of Taking and the depositing in the Registry of the Court the sum of FORTY-THREE THOUSAND, EIGHT HUNDRED SIXTY AND 20/100 (\$43,860.00) DOLLARS, and the right to just compensation for the property taken, upon the filing of the Declaration of Taking and making of the deposit, vested in the persons entitled thereto; and the amount of compensation shall be ascertained and awarded in this proceeding, and established by judgment pursuant to law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all persons now in possession or claiming any right to the possession of the tracts of land described herein are hereby ordered and directed to deliver up and surrender immediately possession thereof to the United States of America and that the United States of America and its representatives are hereby granted authority to take immediate possession of said land, to the extent of the interest to be acquired by the United States of America and to proceed with such public works thereon as have been authorized by Congress.

IT IS FURTHER ORDERED that all writs necessary to carry out the order of immediate possession herein be issued.

DONE AT San Antonio, TEXAS, this 2nd day of May, 1956.

/s/ Ben H. Rice, Jr.
UNITED STATES DISTRICT JUDGE

APPROVED:

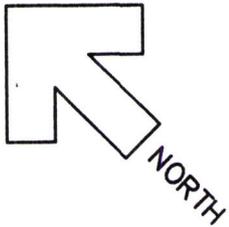
/s/ Carl E. Mason
Carl E. Mason
Assistant United States Attorney

EXHIBIT B
Survey Drawing

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ☒ ALUMINUM DISK IN CONCRETE FOUND
- () RECORD INFORMATION



SCALE: 1" = 1000'

TRAVIS COUNTY
(129.35 AC.)
V.5314, P.1064, D.R.T.C.

POINT OF BEGINNING

F. M. HIGHWAY NO. 973
(R.O.W. WIDTH VARIES)

OLD BASTROP ROAD (ABANDONED)

AUSTIN - BERGSTROM INTERNATIONAL AIRPORT
(FORMERLY BERGSTROM AIR FORCE BASE)

SANTIAGO DEL VALLE TEN LEAGUE GRANT

UNITED STATES OF AMERICA
TRACT NO. A-9 (199.93 AC.)
V.705, P.525, D.R.T.C.

ABSTRACT NO. 24

UNITED STATES OF AMERICA
TRACT NO. C-51
(182.88 AC.)
V.720, P.371, D.R.T.C.

UNITED STATES OF AMERICA
TRACT NO. 80
(30.7 AC.)
V.1652, P.139, D.R.T.C.

CITY OF AUSTIN
(135.858 AC.)
V.12385, P.460, R.P.R.T.C.

LINE TABLE

No.	Bearing	Distance
L1	S45°17'16"W	523.70'
L2	S44°52'29"E	42.51'
L3	S45°29'26"W	907.34'
L4	S03°12'23"W	822.07'
L5	S45°09'27"W	2072.04'
L6	S45°16'05"W	310.90'
L7	S80°09'04"W	1411.87'
L8	N51°24'06"W	654.43'
L9	N51°18'05"W	435.30'
L10	N44°54'38"W	435.44'
L11	N01°33'53"W	670.83'
L12	N46°01'21"E	1148.20'
L13	S44°30'40"E	1907.17'
L14	S45°00'25"E	1375.89'

(N45°06'E 1148.20')
L12

(S45°05'E)
L13

PARCEL H
202.686 AC.

UNITED STATES OF AMERICA
TRACT NO. 81
(85.7 AC.)
V.1689, P.509, D.R.T.C.

CITY OF AUSTIN
(210.684 AC.)
V.12384, P.1015, R.P.R.T.C.

NOTE:

BEARINGS ARE BASED ON THE BERGSTROM AIRPORT COORDINATE SYSTEM.

CITY OF AUSTIN
(99.936 AC.)
V.12683, P.776, R.P.R.T.C.

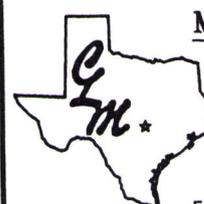
CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	06°32'53"	1482.40	169.42	169.33	S37°25'48"W

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

SCALE: 1" = 1000'
DRAWN BY: G. LOPEZ

REVISED: 5-7-01
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
Notice of Hazardous Substance(s) Disposed

NOTICE OF HAZARDOUS SUBSTANCES DISPOSED

Notice is hereby given that the tables and information provided below from the EBS and its Supplement (SEBS) contain a notice of hazardous substances that have been disposed on the Property and the dates that such disposal took place. 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 or "Superfund") 42 U.S.C. section 9620(h).

Substance	CAS Registry Number	Quantity (kg/lb)	Date	Response	Haz Wastes ID (if applicable)	Remarks
Arsenic	7440-38-2	Unknown	Unknown	RRS 3 Closure	N/A	Soil is capped and groundwater is monitored.
Beryllium	7440-41-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Chromium	7440-47-3	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Copper	7440-50-8	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Lead	7439-92-1	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Zinc	7440-66-6	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
1,1-Dichloroethene	75-34-3	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Acetone	67-64-1	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Carbon disulfide	75-27-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Methylene Chloride	75-09-2	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Tetrachloroethene	127-18-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Toluene	108-90-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Trichloroethene	79-01-6	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Xylene	1330-20-7	Unknown	Unknown	RRS 3 Closure	Soil is capped and groundwater is monitored.	

EXHIBIT D
Notice of Hazardous Substance(s) Released

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided the information set out below from the EBS and its Supplement provide notice of hazardous substances that were released on or have migrated under 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	Response	Haz Wastes ID (if applicable)	Remarks
Arsenic	7440-38-2	Unknown	Unknown	RRS 3 Closure	N/A	Soil is capped and groundwater is monitored.
Barium	7440-39-3	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Beryllium	7440-41-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Chromium	7440-47-3	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Copper	7440-50-8	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Lead	7439-92-1	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Selenium	7782-49-2	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Zinc	7440-66-6	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
2 - Chlorotoluene	95-49-8	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
1,4 - Dichlorobenzene	106-46-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.

Substance	CAS Registry Number	Quantity (kg/lb)	Date	Response	Haz Wastes ID (if applicable)	Remarks
1,1-Dichloroethene	75-34-3	Unknown	Unknown	RRS 3 Closure	N/A	Soil is capped and groundwater is monitored.
cis-1,2-Dichloroethylene	156-59-2	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
1,2,4 - Trimethylbenzene	95-63-6	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Acetone	67-64-1	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Benzene	71-43-2	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Bromodichloro-methane	75-27-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Carbon disulfide	75-27-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Chlorobenzene	108-90-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Methylene Chloride	75-09-2	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Tetrachloroethene	127-18-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Toluene	108-90-7	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Trans-1,2-Dichloroethene	156-60-5	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Trichloroethene	79-01-6	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.
Vinyl Chloride	75-01-4	Unknown	Unknown	RRS 3 Closure		Soil is capped and groundwater is monitored.

EXHIBIT E

LANDFILL RESTRICTION USE AREA DESCRIPTION



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "E"

United States of America
to
City of Austin

**LEGAL DESCRIPTION OF THE
LANDFILL USE RESTRICTION AREA**

BEING A 58.134 ACRE PARCEL OF LAND OUT OF PARCEL H, A 202.686 ACRE TRACT, AND ALSO OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS; SAID PARCEL BEING COMPRISED OF A 21.803 ACRE TRACT KNOWN AS LANDFILLS 3 AND 4, A 16.062 ACRE TRACT KNOWN AS LANDFILL 5, A 12.962 ACRE TRACT KNOWN AS LANDFILL 6, AND A 7.307 ACRE TRACT KNOWN AS LANDFILL 7; SAID 58.134 ACRE PARCEL ALSO BEING OUT OF 1.) TRACT NO. C-52, A 30.69 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 723, PAGE 490, DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT NO. C-51, A 182.88 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 720, PAGE 371, DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT NO. 80, A 30.7 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 1652, PAGE 139, DEED RECORDS OF SAID TRAVIS COUNTY; 4.) TRACT NO. 81, A 85.7 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 1689, PAGE 509, DEED RECORDS OF SAID TRAVIS COUNTY; AND A PORTION OF THE ABANDONED OLD BASTROP ROAD VACATED BY THE TRAVIS COUNTY COMMISSIONERS COURT; SAID 58.134 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING EXHIBIT "F", IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LANDFILLS 3 AND 4

BEGINNING at a calculated point having Bergstrom Airport Coordinate Values of N=104,118.8274, E=19,028.9757, for the southern most corner of this tract;

THENCE, through the interior of said Tract No. C-51 and Tract No. C-52 and said abandoned Old Bastrop Road the following 14 courses:

1. N09°41'57"W, 356.50 feet to a calculated point for an angle point,
2. N38°24'01"E, 305.88 feet to a calculated point for an angle point,
3. N34°28'23"W, 211.78 feet to a calculated point for an angle point,
4. N12°42'43"W, 272.03 feet to a calculated point for an angle point,
5. N02°37'19"E, 541.44 feet to a calculated point for the northwest corner of this tract,
6. N84°20'55"E, 408.44 feet to a calculated point for the northeast corner of this tract,
7. S43°54'50"E, 743.27 feet to a calculated point for an angle point,
8. S15°00'01"E, 291.51 feet to a calculated point for the eastern most corner of this tract,
9. S85°26'19"W, 446.41 feet to a calculated point for an angle point,
10. S10°58'21"E, 339.98 feet to a calculated point for an angle point,
11. S38°38'22"W, 33.02 feet to a calculated point for an angle point,
12. S85°09'35"W, 235.57 feet to a calculated point for an angle point,
13. S18°56'48"W, 354.13 feet to a calculated point for an angle point,
14. S78°27'40"W, 226.34 feet to the **POINT OF BEGINNING**, containing 21.803 acres of land.

LANDFILL 5

BEGINNING at a calculated point having Bergstrom Airport Coordinate Values of N=102,661.8591, E=18,578.5409, for the southern most corner of this tract;

THENCE, through the interior of said Tract No. C-51 and Tract No. 80, the following 17 courses:

1. N60°29'15"W, 126.29 feet to a calculated point for an angle point,
2. N51°50'17"W, 74.51 feet to a calculated point for an angle point,
3. N33°32'14"W, 140.60 feet to a calculated point for an angle point,
4. N13°28'10"W, 83.12 feet to a calculated point for an angle point,
5. N01°14'04"W, 129.96 feet to a calculated point for an angle point,
6. N23°29'32"E, 61.24 feet to a calculated point for an angle point,
7. N00°49'22"W, 227.68 feet to a calculated point for an angle point,
8. N05°00'13"E, 333.75 feet to a calculated point for an angle point,
9. N09°35'37"E, 126.25 feet to a calculated point for the western most corner of this tract,
10. S89°50'55"E, 378.25 feet to a calculated point for an angle point,
11. N45°12'34"E, 307.73 feet to a calculated point for the northern most corner of this tract,
12. S42°27'16"E, 126.58 feet to a calculated point for an angle point,
13. S24°03'46"W, 117.08 feet to a calculated point for an angle point,
14. S02°43'49"W, 225.84 feet to a calculated point for an angle point,
15. S02°55'57"W, 559.86 feet to a calculated point for the eastern most corner of this tract,
16. S44°17'06"W, 239.15 feet to a calculated point for an angle point,
17. S44°18'32"W, 330.60 feet to the **POINT OF BEGINNING**, containing 16.062 acres of land.

LANDFILL 6

BEGINNING at a calculated point having Bergstrom Airport Coordinate Values of N=103,190.8300, E=18,156.8100, for the northern most corner of this tract;

THENCE, through the interior of said Tract No. C-51 and Tract No. 80, the following 25 courses:

1. S23°42'14"E, 142.19 feet to a calculated point for an angle point,
2. S21°00'41"W, 36.09 feet to a calculated point for an angle point,
3. S10°48'07"W, 44.23 feet to a calculated point for an angle point,
4. S01°59'45"E, 71.78 feet to a calculated point for an angle point,
5. S15°52'28"E, 127.48 feet to a calculated point for an angle point,
6. S48°09'56"E, 98.73 feet to a calculated point for an angle point,
7. S44°23'31"E, 95.29 feet to a calculated point for an angle point,
8. S26°28'35"E, 60.65 feet to a calculated point for an angle point,
9. S26°30'43"E, 9.63 feet to a calculated point for an angle point,
10. S41°58'20"W, 28.51 feet to a calculated point for the eastern most corner of this tract,
11. S65°46'03"W, 150.64 feet to a calculated point for an angle point,
12. S61°16'55"W, 100.00 feet to a calculated point for an angle point,
13. S65°34'26"W, 50.20 feet to a calculated point for an angle point,
14. S60°25'41"W, 99.92 feet to a calculated point for an angle point,
15. S59°53'26"W, 104.10 feet to a calculated point for an angle point,
16. S59°53'47"W, 21.59 feet to a calculated point for an angle point,
17. S48°59'09"W, 174.46 feet to a calculated point for an angle point,

18. S62°50'26"W, 24.14 feet to a calculated point for the southern most corner of this tract,
19. N84°27'56"W, 228.11 feet to a calculated point for an angle point,
20. N62°26'44"W, 113.71 feet to a calculated point for an angle point,
21. N33°27'50"W, 198.93 feet to a calculated point for the western most corner of this tract,
22. N40°18'49"E, 81.01 feet to a calculated point for an angle point,
23. N40°18'57"E, 405.05 feet to a calculated point for an angle point,
24. N40°18'49"E, 405.74 feet to a calculated point for an angle point,
25. N75°05'35"E, 263.17 feet to the **POINT OF BEGINNING**, containing 12.962 acres of land.

LANDFILL 7

BEGINNING at a calculated point having Bergstrom Airport Coordinate Values of N=101,580.7400, E=17,512.5300, for the southern most corner of this tract;

THENCE, through the interior of said Tract No. C-51, Tract No. 80, and Tract No. 81 , the following 18 courses:

1. N45°30'29"W, 522.23 feet to a calculated point for an angle point,
2. N45°30'47"W, 56.07 feet to a calculated point for an angle point,
3. N45°30'31"W, 285.14 feet to a calculated point for the western most corner of this tract,
4. N45°02'37"E, 55.86 feet to a calculated point for an angle point,
5. N86°30'42"E, 164.18 feet to a calculated point for an angle point,
6. N86°45'58"E, 40.06 feet to a calculated point for an angle point,

7. N86°45'20"E, 46.64 feet to a calculated point for an angle point,
8. S60°08'40"E, 295.05 feet to a calculated point for an angle point,
9. S15°29'58"E, 193.65 feet to a calculated point for an angle point,
10. S63°56'52"E, 57.95 feet to a calculated point for an angle point,
11. N51°37'49"E, 411.72 feet to a calculated point for an angle point,
12. N56°14'31"E, 65.36 feet to a calculated point for an angle point,
13. N56°13'27"E, 49.97 feet to a calculated point for an angle point,
14. N56°14'45"E, 32.22 feet to a calculated point for an angle point,
15. N61°21'16"E, 224.83 feet to a calculated point for the northern most corner of this tract,
16. S42°58'29"E, 65.63 feet to a calculated point for the eastern most corner of this tract,
17. S45°56'43"W, 150.00 feet to a calculated point for an angle point,
18. S45°56'40"W, 853.59 feet to the **POINT OF BEGINNING**, containing 7.307 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.

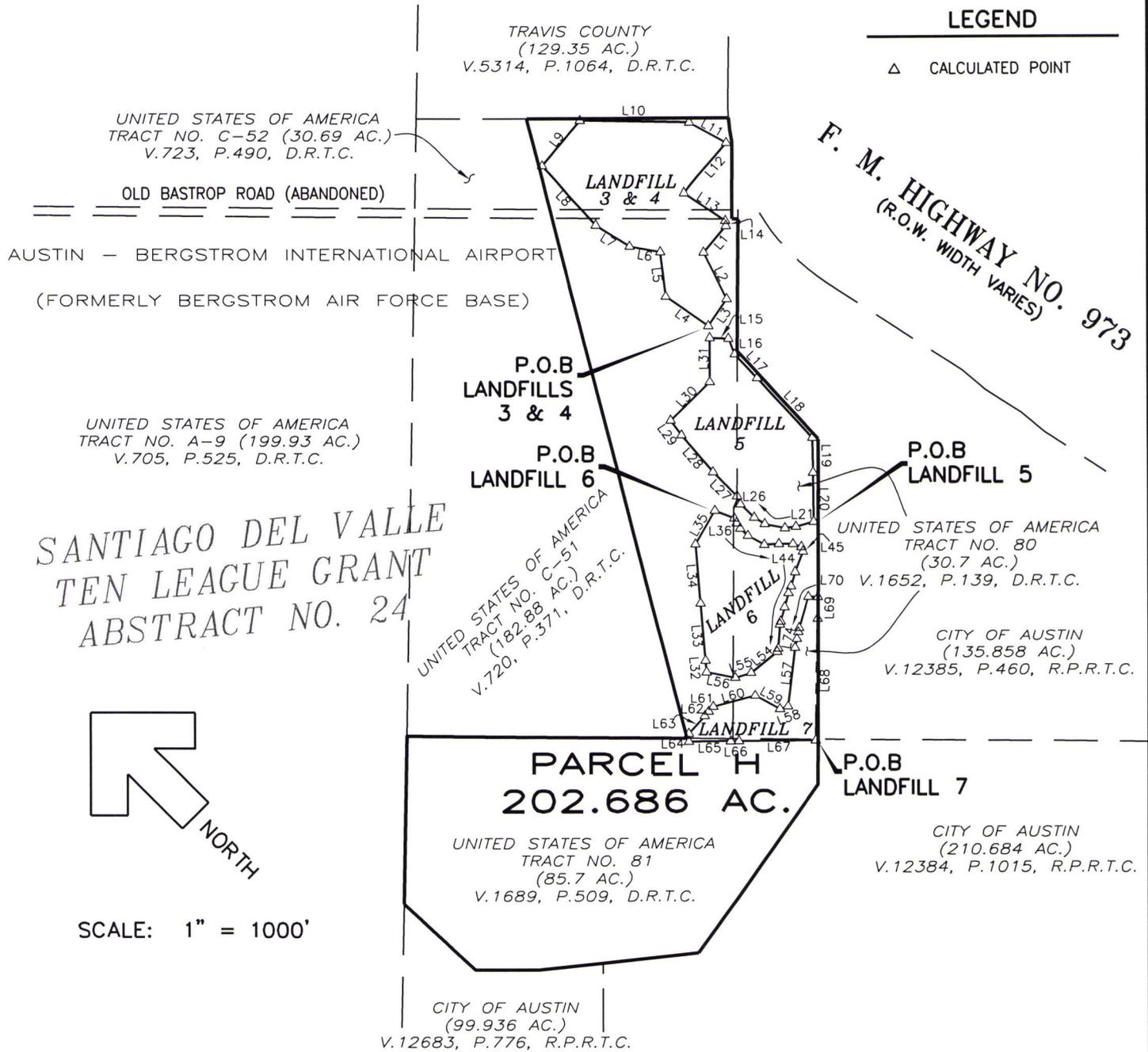
EXHIBIT F

DRAWING OF LANDFILL USE RESTRICTION AREA

EXHIBIT "F" TO ACCOMPANY LEGAL DESCRIPTION OF LANDFILL USE RESTRICTION AREA

LEGEND

△ CALCULATED POINT



NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) SEE SHEET 8 OF 8 FOR LINE TABLES AND AREAS OF EACH INDIVIDUAL LANDFILL.
- 3.) BEARINGS ARE BASED ON THE BERGSTROM AIRPORT COORDINATE SYSTEM.

JOB # 15-123-05
DRAWING: 15-123-05.DWG

DRAWN BY: J. PARKER
SCALE: 1" = 1000' DATE: 6-27-05



MACIAS & ASSOCIATES, INC.
LAND SURVEYORS



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AUSTIN, TEXAS 78745 PH. (512)442-7875
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EXHIBIT "F" TO ACCOMPANY LEGAL DESCRIPTION OF LANDFILL USE RESTRICTION AREA

LANDFILLS 3 & 4 21.803 ACS. (949,748 SQ. FT.)

NUMBER	DIRECTION	DISTANCE
L1	S 85°09'35" W	235.57'
L2	S 18°56'48" W	354.13'
L3	S 78°27'40" W	226.34'
L4	N 09°41'57" W	356.50'
L5	N 38°24'01" E	305.88'
L6	N 34°28'23" W	211.78'
L7	N 12°42'43" W	272.03'
L8	N 02°37'19" E	541.44'
L9	N 84°20'55" E	408.44'
L10	S 43°54'50" E	743.27'
L11	S 15°00'01" E	291.51'
L12	S 85°26'19" W	446.41'
L13	S 10°58'21" E	339.98'
L14	S 38°38'22" W	33.02'

LANDFILL 5 16.062 ACS. (699,661 SQ. FT.)

NUMBER	DIRECTION	DISTANCE
L15	S 42°27'16" E	126.58'
L16	S 24°03'46" W	117.08'
L17	S 02°43'49" W	225.84'
L18	S 02°55'57" W	559.86'
L19	S 44°17'06" W	239.15'
L20	S 44°18'32" W	330.60'
L21	N 60°29'15" W	126.29'
L22	N 51°50'17" W	74.51'
L23	N 33°32'14" W	140.60'
L24	N 13°28'10" W	83.12'
L25	N 01°14'04" W	129.96'
L26	N 23°29'32" E	61.24'
L27	N 00°49'22" W	227.68'
L28	N 05°00'13" E	333.75'
L29	N 09°35'37" E	126.25'
L30	S 89°50'55" E	378.25'
L31	N 45°12'34" E	307.73'

LANDFILL 6 12.962 ACS. (564,625 SQ. FT.)

NUMBER	DIRECTION	DISTANCE
L32	N 40°18'49" E	81.01'
L33	N 40°18'57" E	405.05'
L34	N 40°18'49" E	405.74'
L35	N 75°05'35" E	263.17'
L36	S 23°42'14" E	142.19'
L37	S 21°00'41" W	36.09'
L38	S 10°48'07" W	44.23'
L39	S 01°59'45" E	71.78'
L40	S 15°52'28" E	127.48'
L41	S 48°09'56" E	98.73'
L42	S 44°23'31" E	95.29'
L43	S 26°28'35" E	60.65'
L44	S 26°30'43" E	9.63'
L45	S 41°58'20" W	28.51'
L46	S 65°46'03" W	150.64'
L47	S 61°16'55" W	100.00'
L48	S 65°34'26" W	50.20'
L49	S 60°25'41" W	99.92'
L50	S 59°53'26" W	104.10'
L51	S 59°53'47" W	21.59'
L52	S 48°59'09" W	174.46'
L53	S 62°50'26" W	24.14'
L54	N 84°27'56" W	228.11'
L55	N 62°26'44" W	113.71'
L56	N 33°27'50" W	198.93'

LANDFILL 7 7.307 ACS. (318,299 SQ. FT.)

NUMBER	DIRECTION	DISTANCE
L57	N 51°37'49" E	411.72'
L58	S 63°56'52" E	57.95'
L59	S 15°29'58" E	193.65'
L60	S 60°08'40" E	295.05'
L61	N 86°45'20" E	46.64'
L62	N 86°45'58" E	40.06'
L63	N 86°30'42" E	164.18'
L64	N 45°02'37" E	55.86'
L65	N 45°30'31" W	285.14'
L66	N 45°30'47" W	56.07'
L67	N 45°30'29" W	522.23'
L68	S 45°56'40" W	853.59'
L69	S 45°56'43" W	150.00'
L70	S 42°58'29" E	65.63'
L71	N 61°21'16" E	224.83'
L72	N 56°14'45" E	32.22'
L73	N 56°13'27" E	49.97'
L74	N 56°14'31" E	65.36'

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OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

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