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Copy to Karl 11-2-05

Parcels #1 & #2

Parcel H FAA Deed

DEED WITHOUT WARRANTY

FORMER BERGSTROM AIR FORCE BASE

TRAVIS COUNTY, TEXAS

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; 49 USC §§ 47151-47153 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 has agreed to assume the responsibilities and obligations contained in this deed in order to obtain the real property described herein; 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 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"** and depicted on the 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 called 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 disposed of or released, on the Property; the quantity in kilograms or pounds of the hazardous substance known to have been disposed of, or released, on the Property; and the date(s) on which such disposal, or 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. This covenant will not apply in any case in which the Grantee 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 agreement and 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. <u>Groundwater Access and Use Restrictions</u>

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 these covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

NOTICE ONLY

H. 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.

I. 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. AIRPORT COVENANTS:

A. "Airport" and "Airport Purposes": "Airport" shall be deemed to include all of the Property (including all land, easements, buildings, facilities, structures, improvements and equipment (both real and personal), together with all revenues and proceeds derived therefrom), used for public airport purposes ("Airport Purposes").

B. Grantee covenants and agrees, on behalf of itself and its successors and assigns, with regard to use of the Property, that the following covenants, conditions and restrictions in will run

with the land and be enforceable by Grantor acting through the Administrator of the Federal Aviation Administration (FAA) against the Grantee, and each successor, assign, or transferee of the Grantee, including without limitation, any tenant or licensee of the Grantee who may claim a possessory interest in any portion of the Property.

1. Except as provided in Section VIII.B.4. of this Deed, the Property shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for the use of the Property within the meaning of the term "exclusive right" as used in Section VIII.B.6.

2. Except as provided in Section VIII.B.4. hereof, the entire landing area, as defined in 49 United States Code (U.S.C.) Section 40102(a)(28), as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which any interest is transferred, shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance shall be required to structures, improvements, facilities, and equipment only during the useful life thereof as determined by the Administrator of the FAA or his or her successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, or equipment, they may be procured by demolition of other structures, improvements, facilities, or equipment transferred as a result of this Deed and located on the Property, which have outlived their use as a public airport in the opinion of the Administrator of the FAA or his or her successor in function. Notwithstanding any other provision of this Deed:

a. with the prior written approval of the FAA, the Grantee may close or otherwise limit use or access to any portion of the Property that it deems appropriate if such closure or use limitation is related to airport operating considerations or is based upon insufficient demand for such portion of the Property; and

b. with respect to any such portion of the Property, the Grantee shall be under no obligation to maintain the same other than as may be required to maintain adequate public safety conditions.

3. Insofar as it is within its power and to the extent reasonable, the Grantee shall adequately clear and protect the aerial approaches to the Property. The Grantee will, either by the acquisition and retention of easements or other interest in or rights for the use of land airspace, or by seeking the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways on the Property which would constitute an obstruction to air navigation according to the criteria or standards prescribed in part 77 of the Federal Aviation Administration regulations or 14 CFR Part 77, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect, or permit the erection of, any permanent structure or facility which would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, a property interest permitting it to so control the use made of the surface of the land.

Insofar as it is within its power to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate operations, including landing and takeoff of aircraft.

4. Disposal of Property for Non-Airport Purposes. No land or improvements included in the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than airport purposes without the written consent of the Administrator of the FAA or his or her successor in function. This consent shall be granted only if the Administrator of the FAA or his or her successor in function determines that the land or improvements can be used, leased, sold, salvaged, or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Property. The term "Property" as used in this deed, is deemed to include revenues or proceeds (including any insurance proceeds) derived from the Property.

5. Land and improvements transferred for the development, improvement, operation or maintenance of the Property as an airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees:

a. that it will keep the Property open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes. However, the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Property as may be necessary for the safe and efficient operation of the Property; and provided, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the Property if such action is necessary for the safe operation of the Property or necessary to serve the civil aviation needs of the public;

b. that, in its operation and the operation of the Property, neither it nor any person or organization occupying space or facilities thereupon, will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public at the Property;

c. that, in any agreement, contract, lease, or other arrangement under which a right or privilege at the Property is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Property, the Grantee will insert and enforce provisions requiring the contractor:

(1) to furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;

d. that, the Grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Property from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform; and

e. that, in the event the Grantee, itself exercises any of the rights and privileges referred to in Section VIII.B.5.c., above, the services involved will be provided on the same conditions as would apply to the furnishing of such Section VIII.B.5.c.

6. Non-exclusive Use of the Property. The Grantee will not grant or permit any exclusive right for the use of the Property by any person which is prohibited by Section 308(a) of the Federal Aviation Act of 1958, codified at 49 U.S.C. Section 40103(e), and 49 U.S.C. Section 47152(3)(A) and (B) ("Exclusive Right"), for the use of the Airport, at which the property described herein is located, by any person(s), firm, or corporation, to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the FAA, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the Exclusive Right to conduct any aeronautical activity on the Property including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any Exclusive Right existing at any airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an Exclusive Right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature or to obligate the Grantee to furnish any particular non-aeronautical service on the Property.

7. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA or his or her successor in function, the Property and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States, and the Grantee shall not permit any activity thereon which would interfere with its use for airport purposes. Nothing contained herein shall be construed to require:

a. that the Property be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; or

b. the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the Grantee.

8. The Grantee will:

a. furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and

b. upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will furnish to the FAA a true copy of any such document which may be reasonably requested.

9. The Grantee will not enter into any action which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth in this deed unless by such transaction the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency, as defined in 49 U.S.C. Section 47102(19), to assume such obligations and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, the Grantee shall reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these covenants and conditions, applicable Federal statutes, and applicable provisions of the Federal Aviation Regulations.

10. The Grantee will at all times keep an up-to-date Airport Layout Plan of the airport operated by it on the Property, showing:

a. the boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto;

b. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

c. the location of all existing and proposed non-aviation areas and all existing improvements and uses. The Airport Layout Plan and each amendment, shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Plan. The Grantee will not make, or permit the making of, any changes or alternations in the airport or any of its facilities other than in conformity with the Airport Layout Plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

11. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property described herein, the existence of which creates an undue risk

of interference with the operation of the Property as an airport or the Grantee will, to the extent practicable, acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

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

a. the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to, the regulations of the United States Department of Transportation ("DOT") in effect on the date of the transfer (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

b. this covenant shall be subject in all respects to the provisions of such regulations;

c. the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;

d. the United States shall have the right to seek judicial enforcement of this covenant; and

e. the Grantee, its successors and assigns, will:

(1) obtain from any person, including any legal entity, who, through contractual or other arrangement with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the service or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant;

(2) furnish the original of such agreement to the Administrator of the FAA or his or her successor in function, upon his or her request therefore; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor against the Grantee, its successors, and assigns.

13. Grantee covenants and agrees, on behalf of itself and its successors and assigns, that it will with regard to future use of the property by the United States:

a. Whenever so requested by the FAA, furnish without cost to the United States, for construction, operation and maintenance of facilities for air traffic control, weather reporting activities, or communication activities related to air traffic control, such areas of the Property or rights in buildings on the Property, as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes, and the Grantee will

make available such areas or any portion thereof for the purposes provided in this deed within four (4) months after receipt of written request from the FAA, if such are or will be available.

b. Make available all facilities at the Property developed with Federal aid, and all those usable for the landing and taking off of aircraft, to the United States at all times, without charge, and for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the authorized aircraft or, that during any calendar month:

(1). either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto; or

(2). the total number of movements (counting each landing as a movement and each takeoff as a movement) of aircraft of any agency of the United States is three hundred (300) or more; or

(3). the gross accumulative weight of aircraft of any agency of the United States using the Airport (total movement of such federal aircraft multiplied by gross certified weights thereof) is in excess of five million pounds (5,000,000 lbs).

c. During any National emergency declared by the President of the United States, or the Congress thereof, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the Property and its improvements, as it then exists, or of such portion thereof as it may desire. However, the United States shall be responsible for the entire cost of maintaining such part of the Property as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of the Property as it may use nonexclusively or over which it may have nonexclusive control and possession. The United States shall also pay a fair rental for use, control or possession, exclusively or nonexclusively, of any improvements to the Property made without United States aid and never owned by the United States.

14. Release From Airport Liability Claims.

The Grantee does hereby release the Grantor, and will take whatever action may be required by the Administrator of the FAA or his or her successor in function, to assure the complete release of the Grantor, from any and all liability the Grantor may be under for restoration or other damages under any lease or other agreement covering the use by the Grantor of any other airport, or part thereof, owned, controlled or operated by the Grantee, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was

located or used. However, no such release shall be construed as depriving the Grantee of any right it may otherwise have to receive reimbursement for the necessary rehabilitation or repair of public airports previously, or hereafter substantially damaged by any Federal agency.

15. Fuel Taxes and Restriction on Use of Airport Revenues.

a. Prohibition. Local taxes on aviation fuel (except taxes in effect on December 30, 1987) or the revenues generated by the Airport may not be expended for any purpose other than the capital or operating costs of:

(1) the Airport;

(2) the local airport system; or

(3) any other local facility that is owned or operated by the Grantee that is directly and substantially related to the air transportation of passengers or property.

b. Exceptions. The above prohibition, Subsection (1), shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the GRANTEE, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the GRANTEE, provides that the revenues, including local taxes on aviation fuel at public airports, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee

c. Rule of Construction. Nothing in this section may be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the Airport for a noise mitigation purpose.

16. Reverter of the Property. In the event that any of the terms, conditions reservations, or restrictions in this deed are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability or the Grantee or subsequent transferee to perform any of the obligations herein set out or otherwise, the title, right of possession and all other rights transferred by this instrument to the Grantee, or any portion thereof, shall at the option of the Grantor revert to the Grantor in its then-existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his or her successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or if the Grantee shall have commenced the actions necessary to bring it into compliance with such terms, conditions, reservations and restrictions in accordance with a compliance schedule approved by the Administrator of the FAA or his or her successor in function, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

17. Construction of Provisions of This Deed. If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservation or restrictions in question shall be construed instead merely as conditions, the breach of which the United States may exercise its options to cause the title, interest, right of possession, and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

18. Waiver. That the failure of the Government to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed shall not be construed as a waiver or a relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

19. Miscellaneous. This Deed shall be governed by and construed in accordance with Federal law. All rights and powers reserved to the GRANTOR or the FAA, and all references in this Deed to Grantor or FAA shall include successors in function.

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

Exhibit A	Legal Description of Property
Exhibit B	Survey Drawing of Property
Exhibit C	Notice of Hazardous Substance(s) Disposed
Exhibit D	Notice of Hazardous Substance(s) Released
Exhibit E	Legal Description of Landfill Use Restriction Area
Exhibit F	Drawing of Landfill Use Restriction Area

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the party of the first part has caused this Deed to be executed in its name and on its behalf the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Air Force

By: Jeffrey Domm
for KATHRYN M. HALVORSON
Director
Air Force Real Property Agency

COMMONWEALTH OF VIRGINIA)
) SS.:
COUNTY OF ARLINGTON)

On the 10th day of AUGUST, 2005, before me, PAUL C. MACPHERSON, the undersigned Notary Public, personally appeared ~~Kathryn M. Halvorson~~ JEFFREY DOMM, personally known to me to be the person whose name is subscribed to the foregoing Deed, and personally known to me to be the DEPUTY Director, Air Force Real Property Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force.

Notary Public, Commonwealth of Virginia
My commission expires: SEP 30, 2009.

PAUL C. MACPHERSON
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
September 30, 2009

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: _____
Name: Jim Smith
Title: Executive Director of Aviation

Attest: Rosemary Yarrow 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 18th day of August, 2005.

By: _____
Title: Asst City Atty

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
MY COMMISSION EXPIRES
November 17, 2006

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

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)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS)

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 particularly 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.

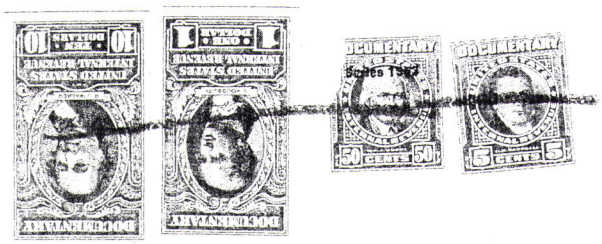
And we further convey and quitclaim to the United States of America all right, title and interest which we may have in the banks, beds, and waters of any streams bordering the said land, and all interest in any alleys, roads, streets, ways, strips, gores or railroads rights of way abutting or adjoining 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 __ 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. 1955



H. B. Armstrong
H. B. ARMSTRONG

Willie Hunter Armstrong
WILLIE HUNTER ARMSTRONG

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

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. 1955.

Effie Simmons
Notary Public in and for Travis County, Texas

My commission expires:
30th day of May 1957

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-		CIVIL NO. 331
135.07 ACRES OF LAND, MORE OR LESS, SITUATE IN TRAVIS COUNTY, STATE OF TEXAS, AND C.D. SMITH, ET AL,		
Defendants,		

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 ~~30th~~ 1st day of ~~April~~ May, 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
FILED
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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 NO/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

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°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°22'east, 2797.6 feet to a point; thence south 44°11'west, 308.83 feet to a point; thence south 79°11'west, 1412.61 feet to a point; thence north 52°19'west, 1090 feet to a point; thence north 45°49'west, 435.38 feet to a point; thence north 02°34'west, 673.36 feet to a point in the northwest line of said C. D. Smith, et ux property, same being north 45°06'east, 475.7 feet from the west corner of said Smith property; thence along said northwest property line north 45°06'east, 1148.2 feet to the point of beginning, containing 85.7 acres, more or less.

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°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°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°06'east, 475.7 feet to a point; thence south 02°34'west, 673.36 feet to a point; thence south 45°49'east, 435.38 feet to a point; thence south 52°19'east, 1090 feet to a point; thence north 79°11'east, 1412.61 feet to a point; thence north 44°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°22'east, 820.8 feet to a point; thence south 44°11'west, 290.2 feet to a point; thence south 65°01'west, 1028 feet to a point; thence north 79°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°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°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°10'west, approximately 1,630 feet from the easternmost south corner of Bergstrom Air Force Base; thence south 45°06'west, 168 feet to a point; thence north 79°39'west, 228.8 feet to a point; thence north 55°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°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°06'east, 380 feet to the north corner of said Smith property; thence along the northeast line of said Smith property south 45°34'east, 1146.3 feet to the point of beginning, containing 8.88 acres, more or less.

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) no-th 29°35'east, approximately 6255 feet to the point of beginning, said point being the northernmost 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, 484.5 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

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°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°10'west, approximately 1630 feet from the easternmost south corner of Bergstrom Air Force Base; thence along a northeast line of said Reaves property south 45°34'east, 245.4 feet to the southeast corner of this tract; thence north 79°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°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 NO/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

For Record May 9, 1956 at 8 A. M. Recorded May 10, 1956 at 3 P.M.

EXHIBIT B

SURVEY DRAWING

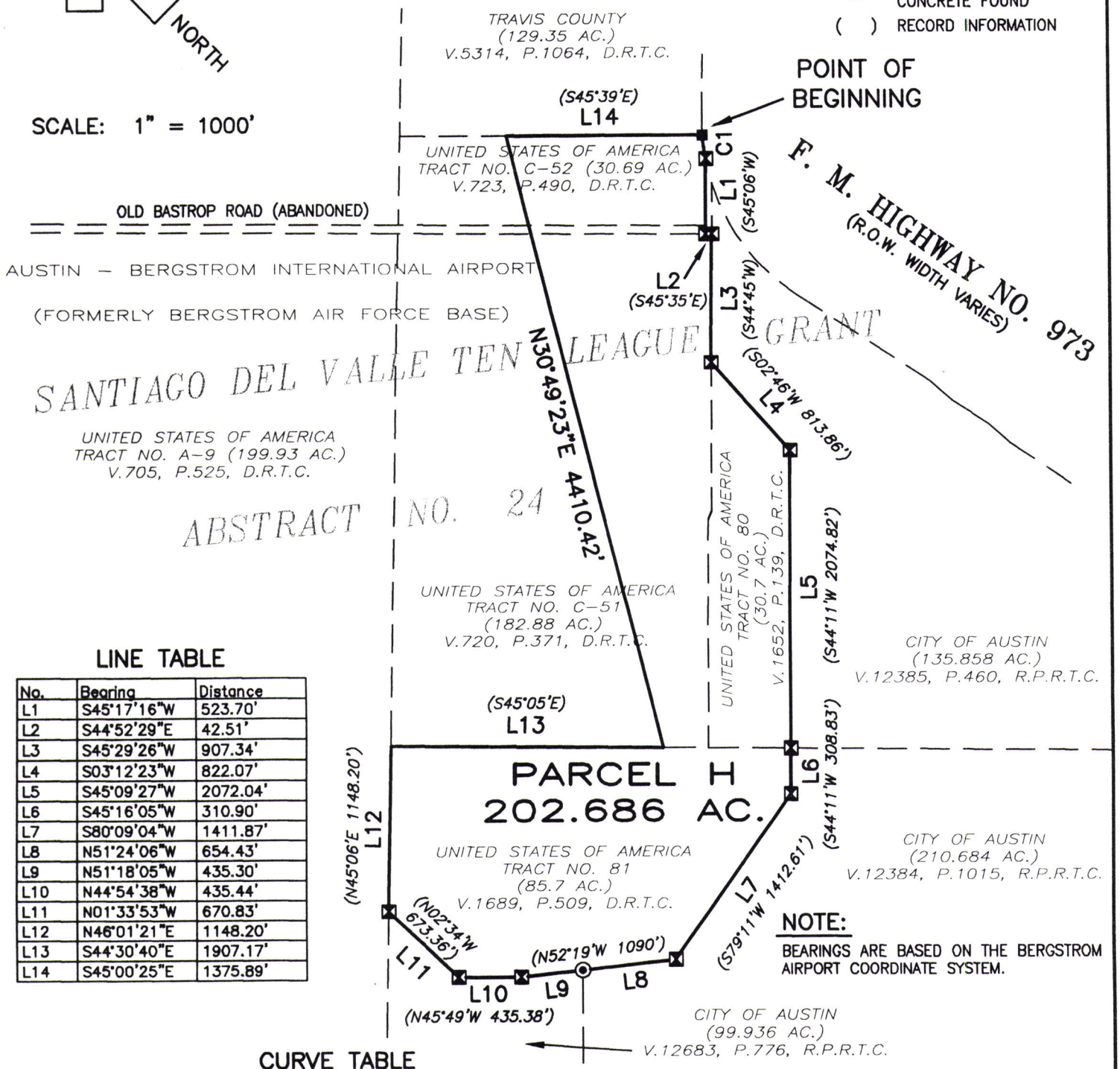
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NORTH

SCALE: 1" = 1000'

LEGEND

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



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'

NOTE:

BEARINGS ARE BASED ON THE BERGSTROM AIRPORT COORDINATE SYSTEM.

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

STATE OF TEXAS
REGISTERED
HENRY A. DUFEAU
1707
PROFESSIONAL
LAND SURVEYOR
5/7/01

REVISED: 5-7-01
DRAWING: PARCEL-H.DWG SCALE: 1"= 1000' DATE: 6-1-00
JOB # 15-84-00 DRAWN BY: G. LOPEZ

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 SUBSTANCES 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**	**Haz Wastes ID** *(if applicable)*	**Respon se**	**Remarks**
Arsenic	7440-38-2	Unknown	Unknown	N/A	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.
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.

EXHBIT D

NOTICE OF HAZARDOUS SUBSTANCES 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**	**Haz Wastes ID** *(if applicable)*	**Response**	**Remarks**
Arsenic	7440-38-2	Unknown	Unknown	N/A	RRS 3 Closure	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	Haz Wastes ID *(if applicable)*	Response	Remarks
1,1-Dichloroethene	75-34-3	Unknown	Unknown	N/A	RRS 3 Closure	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.

Substance	**CAS Registry Number**	**Quantity (kg/lb)**	**Date**	**Haz Wastes ID** *(if applicable)*	**Response**	**Remarks**
Vinyl Chloride	75-01-4	Unknown	Unknown		RRS 3 Closure	Soil is capped and groundwater is monitored.

EXHIBIT E

LEGAL SURVEY OF LANDFILL USE RESTRICTION AREA

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;

5410 South 1st Street • Austin, Texas 78745 • (512) 442-7875 • Fax (512) 442-4846 • e-mail: carmelo.macias@macsurv.com

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.

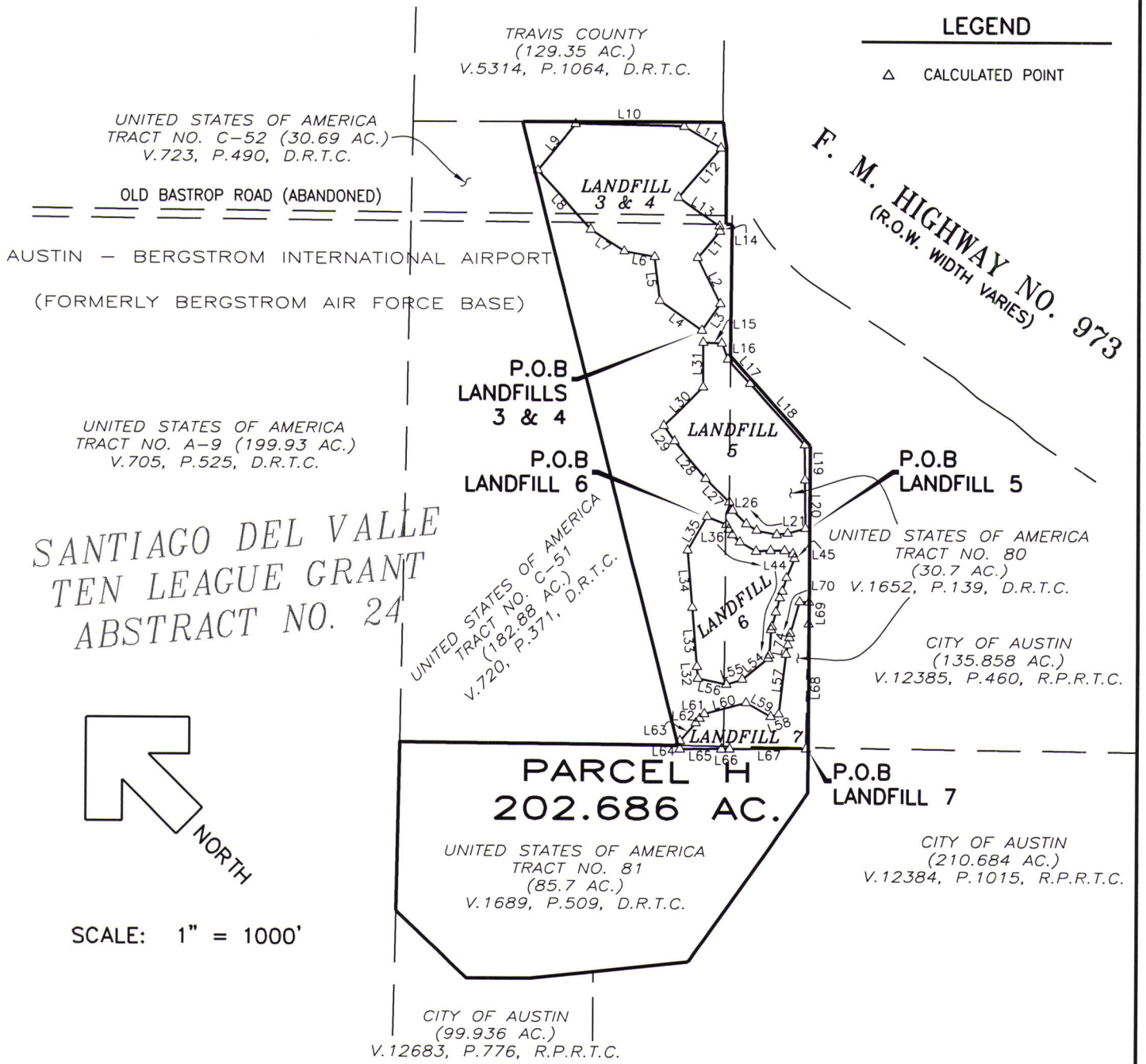
BEARING BASIS NOTE

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

LEGAL DRAWING OF LANDFILL USE RESTRICTION AREA

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



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

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'

JOB # 15-123-05
DRAWING: 15-123-05.DWG
DRAWN BY: J. PARKER
SCALE: 1"= 1000'
DATE: 6-27-05

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Aug 30 12:26 PM 2005160433

HAYWOODK $114.00

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.