

Federal Fee  
Transfer  
North Cr Zone  
South " "  
Middle MKV  
R12 Spur

INDENTURE

STATE OF TEXAS            )  
  )  
COUNTY OF TRAVIS        )

1. THIS INDENTURE, made this 2<sup>d</sup> day of June, 1992, Between the UNITED STATES OF AMERICA, hereinafter referred to as the Government, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in Article 4, Section 3, Clause 2 of the Constitution of the United States; the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, (63 Stat. 377), 40 U.S.C. § 471, et seq., as amended, and regulations and orders promulgated thereunder; the Surplus Property Act of 1944, (58 Stat. § 765), 50 U.S.C. § 1622(g), as amended, repealed and recodified without substantive change at 49 U.S.C. §§ 47151-47153 (July 5, 1994, Pub. L. No. 103-272), and regulations and orders promulgated thereunder; the provisions of the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, and regulations and orders promulgated thereunder; 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.

2. WITNESSETH, that the said Grantor, for and in consideration of the assumption by the Grantee of all the obligations and its agreement to abide by and take subject to certain reservations, restrictions, covenants and conditions, all as set out hereinafter, does remise, release and forever quitclaim to the Grantee, its successors and assigns, without warranty, express or implied, under and subject to the reservations, restrictions, conditions, covenants and exceptions hereinafter set out in this Indenture, all right, title, interest, claim and demand which the Grantor has in and to certain property situate, lying and being in the County of Travis, State of Texas, and described in detail in Attachment "A" hereof and such personal property is likewise described in detail in Attachment "B" hereof, for the use stated therein.

3. WHEREAS, said property hereby conveyed was duly determined to be surplus to the needs of the United States of America, and was assigned to the Secretary of the Air Force for disposal pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484), as amended, and applicable rules, orders and regulations.

4. TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or in equity according to the reservations,

restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the Grantee, its successors and assigns forever.

5. NOW THEREFORE, by acceptance of this Indenture or any rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property conveyed by this instrument, is accepted subject to the following restrictions set forth in subparagraph A and B of this paragraph, which shall run with the land:

A. That, except as provided in subparagraph A of numbered paragraph 6, the property transferred by this instrument 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 use of the airport within the meaning of the term "exclusive right" as used in subparagraph C of the numbered paragraph 6. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

B. That, except as provided in subparagraph A of the numbered paragraph 6, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, repealed and recodified without substantive change at 49 U.S.C. § 40102, et seq. (July 5, 1994, Pub. L. No. 103-272) and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Administrator of the Federal Aviation Administration (FAA) or his 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 hereby and located on the above-described premises which have outlived their use as airport property in the opinion of the Administrator of the FAA or his successor in function.

6. FURTHER, by the acceptance of this Indenture or any rights hereunder, the Grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs A to O, inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this instrument.

A. That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The term "property" as used herein is deemed to include revenues or proceeds derived therefrom.

B. Property transferred for the development, improvement, operation or maintenance of the 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:

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

(2) That in its operation and the operation of facilities on the airport, neither the Grantee 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 on the airport.

(3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the Grantee will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof; and (b) 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, to include governmental entities.

(4) 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 airport 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.

(5) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection (3) above the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of such subsection (3) of this paragraph 6.B.

C. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, as amended, now recodified at 49 U.S.C. § 40103, by any person or persons 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 Administrator, 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 airport 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 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 or exclusive right for the furnishing of nonaviation products and supplies or any services of a nonaeronautical nature or to obligate the Grantee to furnish any particular nonaeronautical service at the airport.

D. The Grantee shall, insofar as it is within its power and to the extent reasonable, adequately clear and protect the aerial approach to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Grantee will, either by the acquisition or retention of easements or other interests in or rights for the use of land airspace or by 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 of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, 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 airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

E. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport 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 may

not permit any activity thereon which would interfere with its use for airport purposes: Provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, 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 circumstance beyond the control of the Grantee. The operation of the airport property shall be subject to such regulations as may be prescribed by the Administrator of the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, or other applicable regulations and shall hold the Government harmless from any liability or penalty which may be imposed by reason of any asserted violation thereof by the Grantee.

F. The Grantee will make available all facilities of the airport at which the property described herein is located or 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, for use by aircraft of any agency of the United States, including military aircraft, 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; and 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 opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that: (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 take-off as a movement) of aircraft of any agency of the United States is 300 or more, or (3) the gross accumulative weight of aircraft of any agency of the United States using the airport (the total movements of such Federal aircraft multiplied by gross certified weights thereof) is in excess of five million pounds.

G. That during any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport 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 such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid and never owned by the United States.

H. The Grantee does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the 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.

I. That whenever so requested by the FAA, the Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein or rights in buildings on the airport at which the property described herein is located, 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 herein within four (4) months after receipt of written request from the FAA, if such are or will be available.

J. The Grantee will: (1) 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 (2) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport, at which the property described herein is located, and all airport records and documents affecting the airport, 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.

K. And, that the Grantee will not enter into any transaction 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 herein 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 the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

L. And, that the Grantee will keep up to date at all times an airport layout map of the airport at which the property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite 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; (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof and such airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the Grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport. The Grantee shall not make, permit or suffer any additions, improvements, or alterations to the airport property which constitute any major structural change or changes unless such change or changes are made in carrying out a project under the Airport and Airway Development Act of 1970, as amended, or are made with the prior written consent of the Administrator of the FAA or his successor in function. Change or changes made with the above written consent and not made under the Federal Aid Airport Program shall be solely at the expense of the Grantee, and unless such consent provides specifically that title to the additions or improvements so made shall vest in the Grantee, title thereto shall at all times remain in the United States and such additions or improvements shall be subject to all terms, conditions, reservations and covenants of this instrument. The Grantee agrees to hold the Government harmless from mechanics and materialmen's liens arising from any additions, improvements, alterations, maintenance or repair effected by the Grantee.

M. And, that if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance or compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

N. That in the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability of said 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 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, 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.

O. That 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 upon the breach of which the Government may exercise its option 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.

7. By acceptance of this Indenture, Grantee warrants that no person or agency has been employed or retained to solicit or secure Grantor's execution of this Indenture upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies maintained by the Grantee for the purpose of doing business. For breach or violation of this warranty, the Government shall have the right to annul this Deed Without Warranty without liability, or in its discretion to require Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or benefits formed by Grantor's execution of this Deed Without Warranty or any benefit that may arise therefrom, but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the Grantee, by its acceptance of this Indenture, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Indenture, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Indenture 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 Department of Transportation as in effect on the date of this Indenture (49 C.F.R. Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will: (a) obtain from any person (or any legal entity) who, through contractual or other arrangements 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 services 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; (b) furnish the original of such agreement to the Administrator of the FAA, or his successor, upon his request therefore; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard



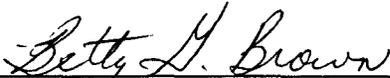
ACCEPTANCE

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

Executed this 5<sup>th</sup> day of June, 1997

(OFFICIAL SEAL)

By:   
Name: JESUS GARZA  
Title: CITY MANAGER

Attest:   
By: BETTY G. BROWN  
DEPUTY CITY CLERK

Certificate of Grantee's Attorney

I, CHARLES A. BROTHERS, acting as Attorney for the City of Austin, herein referred to as the "Grantee" do hereby certify: That I have examined the foregoing Indenture 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 Indenture constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

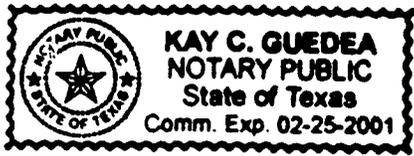
Dated at AUSTIN, TEXAS, this 5 day of  
June, 1997

By:   
Title: ASSISTANT CITY ATTORNEY

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

On the 5<sup>th</sup> day of June, 1997, before me, KAY C. GUEDEA,  
the undersigned Notary Public, personally appeared, JESUS GARZA,  
and known to me to be the person whose name is subscribed to the foregoing Indenture,  
and personally known to me to be the CITY MANAGER,  
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.

Kay C. Guedea  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_, 19\_\_



ATTACHMENT "A"

As specified on Page 1, in numbered paragraph 2 of the foregoing Indenture dated June 2, 1997, this is Attachment "A."

The following property is hereby conveyed for aeronautical use which has been determined essential, suitable, desirable, or reasonably necessary to fulfill the immediate and foreseeable requirements of the Grantee for the development, improvement, operation, or maintenance of the airport, to wit:

TRACT 1

Tract 1 ("North Clear Zone"), being 94.829 acres, more or less, as described in Exhibit 1.

TRACT 3

Tract 3 ("South Clear Zone"), being 76.624 acres, more or less, as described in Exhibit 1.

TRACT 4

Tract 4 ("Middle Marker"), being 0.227 acres, more or less, as described in Exhibit 1.

TRACT 5

Tract 5 ("Railroad Spur"), being 3.093 acres, more or less, as described in Exhibit 1.

Improvements

TRACT NO.	ACREAGE	FACILITY NO.	DESCRIPTION
Tract 1	94.829 acres	6006	Rotating Beam Ceilometer
Tract 3	76.624 acres	7060	Perimeter Fence
Tract 4	0.227 acres	6001	ILS Marker Beacon
		7060	Perimeter Fence
Tract 5	3.093 acres	0592	Underground Fuel Line
		6005	Pump Station
		7034	Railroad Line
		7060	Perimeter Fence

Each of the aforementioned tracts of land (hereinafter collectively referred to as the "Property") is expressly made SUBJECT TO the following restrictions, reservations,

exceptions, covenants and agreements to the extent the same are valid and affect the Property.

1. Grantor reserves on behalf of itself and its assigns, the oil and gas rights in the mineral estate with respect to the aforementioned Property. Grantor conveys all other mineral rights, not specified herein, along with the surface rights to such Property.

2. The Property is expressly made SUBJECT TO the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

a. Existing easements and rights-of-way for roads, streets and highways, railroads, public utilities, and pipelines on, over and across said land, whether or not of record.

b. Existing oil, gas, and other mineral interests reserved to or outstanding in third parties.

3. Grantee covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or and part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. This Indenture and conveyance covering each of the aforementioned tracts is expressly made subject to the following restrictions, covenants, and agreements of the parties affecting the Property.

a. Grantor covenants and agrees as follows:

i. As for Tracts 1 and 3, pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), 42 U.S.C. § 9620(h)(4), the Grantor has identified the herein described tracts of land as real property on which no hazardous substances were stored for one year or more, known to have been released, or disposed of by the United States. The United States covenants and warrants that in the event that any response action or corrective action found to be necessary on the herein described Property, or any part thereof, after the date of conveyance for contamination existing on the land prior to the date of this Indenture, such response action or corrective action shall be conducted by the United States.

ii. As for Tracts 1, 3, 4 and 5, the Grantor reserves a right of access to any and all portions of the herein described tracts of land for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in

which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the herein described tracts of land, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States, (including but not limited to, Region 6, United States Environmental Protection Agency (EPA)), and the State of Texas, and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to Grantee or the then owner and any authorized occupant of the Property) to enter upon the herein described tracts of land and conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities. This reservation shall run with the land and shall be binding on the Grantee, its successors, and assigns.

b. As for Tracts 1 and 3, the Grantee covenants and agrees, on behalf of itself, its successors and assigns, that in its use and occupancy of the Property it will comply with all Federal, State, and local laws pertaining to activities within floodplains with respect to the property herein described in Attachment "C" attached hereto.

c. As for Tracts 1, 3, 4, and 5, the Grantee covenants and agrees that it shall not consume or otherwise use the groundwater underlying the property described herein without testing for the presence of contaminants and complying with all Federal, State, and local laws pertaining to drinking water standards or other standards for using such groundwater. The Grantee further covenants that the foregoing requirement regarding the use of groundwater shall run with the land and be binding on the Grantee, its successors, and assigns. As a condition of this Indenture, the Grantee will be required to notify any future transferee of such use restriction and shall include in any future deed(s), or other such instrument(s) of transfer, this groundwater use restriction. If the Grantee or its successors and assigns violate this groundwater use restriction, it shall be lawful for the Grantor or its successors in office to prosecute any proceedings at law or in equity against such violator(s), either to prevent violation of this restriction or to recover damages for such violation. The failure of the Grantor to enforce this restriction shall in no event be deemed a waiver of the right of the Grantor to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

5. The Property is hereby conveyed under and in consideration of the following agreement.

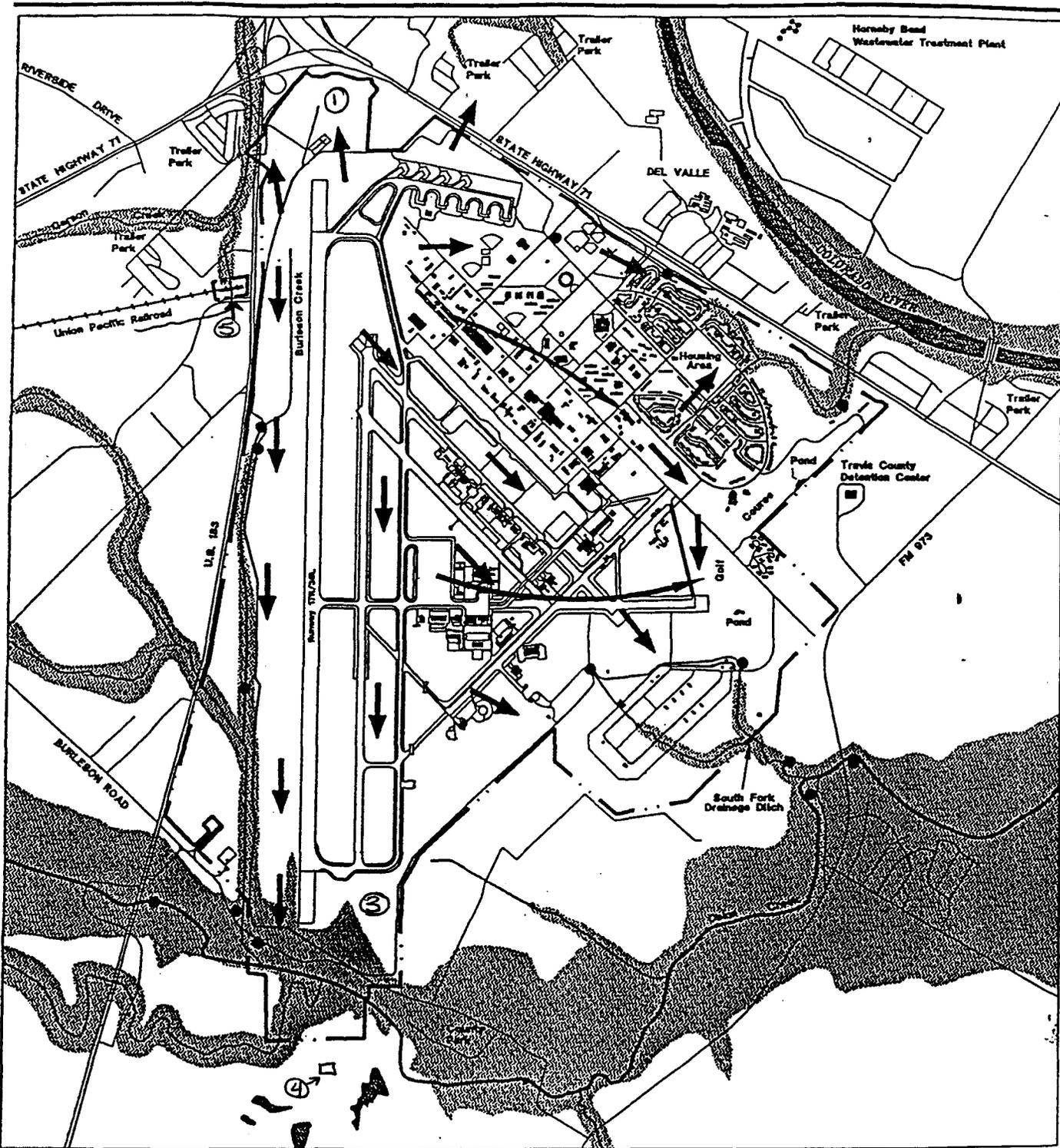
a. Grantee has inspected the hereinabove described and conveyed Property and has satisfied itself that the Property is free of any hazardous substance(s) and Grantee, for itself and its successors and assigns, agrees to indemnify, defend, save and hold harmless, Grantor, and Grantor's employees, officers representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of

action, damages, losses, costs and expenses (including, without limitation, costs associated with any remedial action or corrective action, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorney's fees and expenses and court costs) in any way relating to, connected with, or arising out of the discovery of any hazardous substance(s) which may have contaminated the hereinabove described and conveyed Property after the date of this deed.

**ATTACHMENT "B"**

There is no personal property associated with this indenture.

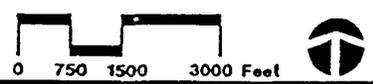
# ATTACHMENT C FLOODPLAIN MAP



**LEGEND**

- |   |   |   |                  |
|---|---|---|------------------|
|  | 100-Year Floodplain                       |  | Monitoring Point |
|  | Surface Water                             |  | Base Boundary    |
|  | Surface Water Flow Direction              |   |                  |
|  | Approximate Direction of Groundwater Flow |   |                  |

## Hydrology at Bergstrom AFB



Source: CH2M Hill 1983, FEMA 1986.

BEBB120



EXHIBIT "A"  
PARCEL 1  
(North Clear Zone)

**FIELD NOTES**

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 94.829 ACRES OF LAND, LOCATED IN THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS; SAID 94.829 ACRE PARCEL BEING COMPRISED OF THE FOLLOWING FIFTY-SIX (56) PARCELS: 1.) TRACT 300-1, A 0.17 ACRE PARCEL, BEING LOT A OF THE RESUBDIVISION OF LOTS 14-17, BERGSTROM TERRACE, A SUBDIVISION RECORDED IN BOOK 49, PAGE 52 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITED STATES OF AMERICA BY DOYLE E. MOORE, ET AL BY DEED RECORDED IN VOLUME 6259, PAGE 339 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT 300-2, A 4.31 ACRE PARCEL, BEING LOTS 1-4, BERGSTROM TERRACE SECTION 2, A SUBDIVISION RECORDED IN BOOK 68, PAGE 78 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY AND A 3.57 ACRE PARCEL BEING A PORTION OF A PARCEL DESCRIBED IN VOLUME 1741, PAGE 137 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 4.31 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY DOYLE E. MOORE, ET AL BY DEED RECORDED IN VOLUME 6259, PAGE 343 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT 300-3, A 0.01 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY DOYLE E. MOORE, ET AL BY DEED RECORDED IN VOLUME 6464, PAGE 2064 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 4.) TRACT 301, A 0.66 ACRE PARCEL BEING LOTS B THRU F OF THE RESUBDIVISION OF LOTS 14-17, BERGSTROM TERRACE ADDITION, A SUBDIVISION RECORDED IN BOOK 49, PAGE 52 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITED STATES OF AMERICA BY DOYLE E. MOORE, ET AL BY DEED RECORDED IN VOLUME 6259, PAGE 345 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 5.) TRACT 302, A 1.27 ACRE PARCEL BEING LOTS 8 THRU 13, BERGSTROM

TERRACE, A SUBDIVISION RECORDED IN BOOK 16, PAGE 23 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITED STATES OF AMERICA BY L. TONNETT BYRD, ET AL BY DEED RECORDED IN VOLUME 6322 PAGE 2116 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 6.) TRACT 303, A 1.18 ACRE PARCEL BEING LOTS 3 THRU 7, BERGSTROM TERRACE, A SUBDIVISION RECORDED IN BOOK 16, PAGE 23 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY CONVEYED TO THE UNITED STATES OF AMERICA BY RAYE V. BAKER, ET UX BY DEED VOLUME 6185, PAGE 1929 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 7.) TRACT 304, A 0.21 ACRE PARCEL BEING LOT 2, BERGSTROM TERRACE, A SUBDIVISION RECORDED IN BOOK 16, PAGE 23 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY CONVEYED TO THE UNITED STATES OF AMERICA BY RALPH C. FULLERTON, ET UX IN DEED RECORDED IN VOLUME 6155, PAGE 1198, OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 8.) TRACT 305, A 0.21 ACRE PARCEL BEING LOT 1, BERGSTROM TERRACE, A SUBDIVISION RECORDED IN BOOK 16, PAGE 23 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY CONVEYED TO THE UNITED STATES OF AMERICA BY W.W. KNAPE, ET UX IN DEED RECORDED IN VOLUME 6187, PAGE 729 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 9.) TRACT 306, A 0.68 ACRE PARCEL CONVEYED TO THE UNITED STATE OF AMERICA BY L. TONNETT BYRD, ET UX IN DEED RECORDED IN VOLUME 6036, PAGE 2159 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 10.) TRACT 307, A 0.22 ACRE PARCEL BEING LOT 1, HARRY C. LOTT SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 19, PAGE 73 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITED STATES OF AMERICA BY LONGHORN SASH AND DOOR COMPANY IN DEED RECORDED IN VOLUME 6407, PAGE 2004 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 11.) TRACT 308, A 0.22 ACRE ACRE BEING LOT 2 AND A PORTION OF LOT 4, HARRY C. LOTT SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 19, PAGE 73 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITES STATES OF AMERICA BY LAVURN PARKS SCHOOLEY IN DEED RECORDED IN VOLUME 6024, PAGE 1876 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 12.) TRACT 309, A 0.23 ACRE PARCEL BEING LOT 3, HARRY C. LOTT

SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 19, PAGE 73 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITED STATES OF AMERICA BY WILL D. BENNETT, ET UX IN DEED RECORDED IN VOLUME 6084, PAGE 1477 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 13.) TRACT 310, 0.25 ACRE BEING A PORTION OF LOT 4, HARRY C. LOTT SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 19, PAGE 73 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, CONVEYED TO THE UNITES STATES OF AMERICA BY VERNON FOULER IN DEED RECORDED IN VOLUME 6023, PAGE 1761 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 14.) TRACT 311, A 2.16 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY L.G. ALEXANDER IN DEED RECORDED IN VOLUME 6406, PAGE 1573 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 15.) TRACT 312, A 1.00 ACRE PARCEL CONVEYED TO THE UNITES STATES OF AMERICA BY SAM WASHINGTON, ET AL IN DEED RECORDED IN VOLUME 7008, PAGE 220 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 16.) TRACT 313, A 0.32 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY JIMMIE H. NICHOLAS, ET UX IN DEED RECORDED IN VOLUME 5998, PAGE 796 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 17.) TRACT 314, A 0.34 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY EARL SAXON, ET UX IN DEED RECORDED IN VOLUME 6129, PAGE 1867 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 18.) TRACT 315, A 0.35 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY BETTY JO MCELVEA IN DEED RECORDED IN VOLUME 6093, PAGE 1966 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 19.) TRACT 316, A 0.35 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY EARL SAXON, ET UX IN DEED RECORDED IN VOLUME 6129, PAGE 1872 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 20.) TRACT 317, A 0.43 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY EARL SAXON, ET UX IN DEED RECORDED IN VOLUME 6129, PAGE 1868 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 21.) TRACT 318, A 0.51 ACRE PARCEL CONVEYED TO THE UNITES STATES OF AMERICA BY LUCILLE F. CASTILLO IN DEED RECORDED IN VOLUME 6189, PAGE 2159, OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 22.) TRACT 319,

A 0.14 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ANNIE MAE HOWARD IN DEED RECORDED IN VOLUME 6156, PAGE 1796 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 23.) TRACT 320, A 0.11 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ARTHUR GENE HOWARD, ET UX IN DEED RECORDED IN VOLUME 6157, PAGE 1827 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 24.) TRACT 321, A 0.11 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY BRADY L. HOWARD, ET UX IN DEED RECORDED IN VOLUME 6157, PAGE 1830 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 25.) TRACT 322, A 0.30 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY BRADY L. HOWARD, ET AL IN DEED RECORDED IN VOLUME 6157, PAGE 1833 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 26.) TRACT 323, A 0.22 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ORA HILL, ET UX IN DEED RECORDED IN VOLUME 7022, PAGE 1411 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 27.) TRACT 324, A 0.17 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY BRADY HOWARD, ET AL IN DEED RECORDED IN VOLUME 6157, PAGE 1838 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 28.) TRACT 325, A 0.81 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY LUCIA F. CASTILLO IN DEED RECORDED IN VOLUME 6189, PAGE 2156 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 29.) TRACT 326, A 0.17 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY WILLIE WILKINS, ET UX IN DEED RECORDED IN VOLUME 6246, PAGE 1828 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 30.) TRACT 327, A 0.16 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY GEORGE NOBLES, ET UX IN DEED RECORDED IN VOLUME 6246, PAGE 1806 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 31.) TRACT 328, A 0.15 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY JOSHUA BROWN, ET UX IN A DEED RECORDED IN VOLUME 6198, PAGE 2352 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 32.) TRACT 329, A 0.56 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY JACOB Z. CASTILLO, ET UX IN A DEED RECORDED IN VOLUME 6189, PAGE 2020 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 33.) TRACT 330, A 1.41

ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY W.C. ATKINS, ET UX IN DEED RECORDED IN VOLUME 6024, PAGE 2105 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 34.) TRACT 331, A 0.48 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY BYRON LOCKHART, ET AL IN DEED RECORDED IN VOLUME 6206, PAGE 2300 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 35.) TRACT 332, A 0.66 ACRE PARCEL BEING A PORTION OF LOT 1, MILLER AND MASON SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 14, PAGE 68 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, SAID 0.66 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY EDNA MAE HARRISON DAVIS, ET VIR IN A DEED RECORDED IN VOLUME 6152, PAGE 1487 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 36.) TRACT 333, A 2.14 ACRE PARCEL WHICH INCLUDES 0.34 ACRE OF LOT 1, MILLER AND MASON SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 14, PAGE 68 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, SAID 2.14 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY THOMAS JERRY GENTRY, ET AL IN DEED RECORDED IN VOLUME 6417, PAGE 681 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 37.) TRACT 334, A 1.72 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY AMERICA MARIE MILLER, ET AL IN DEED RECORDED VOLUME 6168, PAGE 1515 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 38.) TRACT 335, A 10.20 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY JOHN D. BYRAM, ET AL IN DEED RECORDED IN VOLUME 6404, PAGE 284 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 39.) TRACT 336, A 4.86 ACRE PARCEL BEING LOT 2, MILLER AND MASON SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 14, PAGE 68 OF THE PLAT RECORDS OF SAID TRAVIS COUNTY, SAID LOT CONVEYED TO THE UNITED STATES OF AMERICA BY DAVID L. POLLARD IN DEED RECORDED IN VOLUME 5993, PAGE 493 OF THE DEED RECORD OF SAID TRAVIS COUNTY; 40.) TRACT 337, A 0.78 ACRE PARCEL CONVEYED TOT HE UNITED STATES OF AMERICA BY GEORGE WILTON TIGERT IN DEED RECORDED IN VOLUME 6152, PAGE 1676 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 41.) TRACT 338, A 0.05 ACRE PARCEL CONVEYED TO THE TO THE UNITED STATES OF AMERICA

BY MATTIE HARDIN, ET AL IN DEED RECORDED IN VOLUME 6332, PAGE 787 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 42.) TRACT 339, A 0.17 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY PRINCE R. HAWKINS JR., ET UX IN DEED RECORDED IN VOLUME 6245, PAGE 1796 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 43.) TRACT A-101, A 3.11 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY A.R. NOWOTNY IN DEED RECORDED IN VOLUME 1948, PAGE 27 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 44.) TRACT A-102, A 5.66 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ADA SEELING POSTON, ET VIR IN A DEED RECORDED IN VOLUME 1947, PAGE 391 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 45.) TRACT A-103, A 10.00 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY S.W. POSTON, ET UX IN A DEED RECORDED IN VOLUME 1947, PAGE 391 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 46.) TRACT A-121, A 0.29 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY GREENWOOD CEMETERY ASSOCIATION IN A DEED RECORDED IN VOLUME 1966, PAGE 62 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 47.) TRACT A-122, A 5.62 ACRE PARCEL CONVEYED TOT HE UNITED STATES OF AMERICA BY THE AUSTIN INDEPENDENT SCHOOL DISTRICT IN A DEED RECORDED IN VOLUME 1994, PAGE 535 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 48.) TRACT A-123, A 7.74 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY MARY BELLE HILL IN A DEED RECORDED IN VOLUME 1952, PAGE 240 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 49.) TRACT A-124, A 4.93 ACRE AND 1.82 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ADA SEELING POSTON, ET VIR IN A DEED RECORDED IN VOLUME 1912, PAGE 464 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 50.) TRACT A-126, A 5.73 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY STATE OF TEXAS IN A QUITCLAIM DEED RECORDED IN VOLUME 2173, PAGE 302 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 51.) TRACT A-127, A 3.11 ACRE PARCEL CONVEYED TOT HE UNTIED STATES OF AMERICA BY THE CITY OF AUSTIN BY ORDINANCE NO. 580626-A RECORDED IN VOLUME 1966, PAGE 71 OF THE

DEED RECORDS OF SAID TRAVIS COUNTY; 52.) TRACT 1,2 AND 3, 3 PARCELS TOTALING 6.370 ACRES BEING PORTIONS OF U.S. HIGHWAY 183, DALTON LANE AND OLD AUSTIN- DEL VALLE ROAD CONVEYED TO THE UNITED STATES OF AMERICA BY THE CITY OF AUSTIN BY ORDINANCE NO. 810604-D RECORDED IN VOLUME 7646, PAGE 641 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAVE AND EXCEPT A 0.398 ACRE PARCEL BEING A PORTION OF THE OLD BASTROP ROAD BETWEEN TRACT 3 AND TRACT A-127; SAID 94.829 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod (N 113,856.12, E 11636.67) found at the easternmost corner of TRACT A-123, a 7.74 acre parcel conveyed to the United States of America by Mary Belle Hill in a deed recorded in Volume 1952, Page 240 of the Deed Records of said Travis County;

THENCE, the following five (5) consecutive courses with he common boundary between this parcel and TRACT A-20, a 134 acre parcel conveyed to the United States of America by S. D. Buratti in Declaration of Taking in Civil Action No. 123 and recorded in Volume 706, Page 118 of the Deed Records of said Travis County;

- (1.) S 45°09'30"W 370.00 feet to a point;
- (2.) N 44°50'30"W 20.00 feet to a point;
- (3.) S 45°09'30"W 465.13 feet to a point; on the northeasterly line of the vacated Old Bastrop Road (Tract A-127);
- (4.) S 44°50'30"E 20.00 feet to a point;
- (5.) S 45°51'30"W 60.00 feet to an angle point;

THENCE, the following three (3) consecutive courses with the northerly boundary of Tract A-21, a 45.98 acre parcel conveyed to the United States of America by Louisa Seeling in deed recorded in Volume 707, Page 533 of the Deed Records of said Travis County:

- (1.) N 72°50'47"W 1302.52 feet to an angle point;
- (2.) N 52°42'31"W 113.30 feet to an angle point;
- (3.) S 73°23'36"W 114.33 feet to an point on the vacated southeasterly boundary of a 5.73 acre parcel (Tract A-126);

THENCE, the following two (2) consecutive courses with the common boundary between said 5.73 acre parcel and said 45.98 acre parcel; said common boundary being the southeasterly boundary of Old Highway 183 (also known as State Highway 29) also being a 5.73 acre parcel (Tract A-126) conveyed to the United States of America by the State of Texas in a quitclaim deed recorded in Volume 2173, Page 302 of the Deed Records of said Travis County;

- (1.) S 17°55'57"W 1367.31 feet to the point of curvature of a curve to the left;
- (2.) Southwesterly with said curve having a radius of 5679.58 feet, a central angle of 09°28'18", a chord bearing S13°11'48"W 937.82 feet, an arc distance of 938.89 feet to a concrete monument found on the easterly right-of-way line of U.S. Highway 183;

THENCE, N04°10'05"W with said easterly right-of-way line of U.S. Highway 183, passing the northwesterly line of the 5.73 acre parcel at approximately 400 feet; a total distance of 723.71 feet to a concrete monument found at an angle point;

THENCE, N00°01'09"W with said right-of-way line, passing the northwesterly corner of TRACT A-101, a 3.11 acre parcel conveyed to the United States of America by A.R. Nowotny in a deed recorded in Volume 1948, Page 21 of the Deed Records of said Travis County, at approximately 575 feet, a total distance of 1100.21 feet to a ½ inch iron rod set at an angle point, said angle point also being a corner of TRACT A-102, a 5.66 acre parcel conveyed to the United States of America by Ada Seeling Poston in deed recorded in Volume 1947, Page 391 of the Deed Records of said Travis County;

THENCE, N24°14'56"E with said right-of-way line and boundary of said 5.66 acre parcel, a distance of 326.77 feet to a ½ inch iron rod set at the northernmost corner of said 5.66 acre parcel on the southwesterly boundary of Tract A-103, a 10.00 acre parcel conveyed to the United States of America by S.W. Poston in a deed recorded in Volume 1917, Page 238 of the Deed Records of said Travis County;

THENCE, the following seven (7) consecutive courses with the boundary of said 10.00 acre parcel:

- (1.) N 51°07'04"W 538.77 feet to westernmost corner of said 10.00 acre parcel;
- (2.) N 44°38'43"E 537.92 feet to an angle point;
- (3.) N 63°41'48"E 36.64 feet to an angle point;
- (4.) N 71°41'48"E 70.05 feet to an angle point;
- (5.) S 52°55'12"E 20.60 feet a concrete monument found on the southwesterly right-of-way line of Riverside Drive;

- (6.) S 50°55'43"E with said right-of-way line, a distance of 545.53 feet to an angle point;
- (7.) S 16°29'53"E 164.96 feet to a point on the northwesterly boundary of TRACT A-126, a 5.73 acre parcel being the vacated Old U.S. Highway 183;

THENCE, the following three (3) consecutive courses with said 5.73 acre parcel:

- (1.) N 17°55'57"E 155.00 feet to a point;
- (2.) S 74°32'03"E 144.32 feet to a point;
- (3.) S 16°06'46"E 76.91 feet to a concrete monument found on the northeasterly boundary of TRACT A-127;

THENCE, S47°45'00"E 39.34 feet with said boundary to a fence post;

THENCE the following five (5) consecutive courses with the fenced boundary of Greenwood Cemetery, (tract 5) a 4.124 acre parcel and northwesterly boundary of TRACT A-121, a 0.29 acre parcel conveyed to the United States of America by the Greenwood Cemetery Association in a deed recorded in Volume 1966, Page 62 of said Travis County:

- (1.) N 82°39'37"E 85.18 feet to a fence post;
- (2.) N 45°23'44"E 139.88 feet to a fence post;
- (3.) N 80°36'05"E 24.78 feet to a fence post;
- (4.) N 45°40'45"E 63.99 feet to a fence post;
- (5.) S 45°04'28"E 48.96 feet to a fence post;

THENCE the following three (3) consecutive courses with the fenced boundary of said Greenwood Cemetery:

- (1.) N 45°13'07"E 259.06 feet with the common boundary between said Greenwood Cemetery and TRACT A-124, a 4.93 acre conveyed to the United States of America by Ada Seeling Poston in a deed recorded in Volume 1912, Page 464 of the Deed Records of said Travis County; to a fence corner on the southwesterly boundary of the vacated Old Austin-Del Valle Road, a 1.757 acre parcel vacated by the City of Austin by Ordinance No. 810604-D and recorded in Volume 7646, Page 641 of the Deed Records of said Travis County;

- (2.) N 18°50'04"W 358.15 feet with said common boundary between said Cemetery and vacated road, to a fence post;
- (3.) S 46°43'03"W 549.20 feet with the common boundary between said Cemetery and TRACTS 325, 323, 322, 318 and 300-3, to a point on the southeasterly boundary of the vacated Old Highway 183, a 3.26 acre parcel vacated by the City of Austin Ordinance No. 810604-D and recorded in Volume 7646, Page 641 of the Deed Records of said Travis County;

THENCE, N17°55'57"E 9.52 feet to a point;

THENCE, S73°30'07"W 234.32 feet to a point on the northeasterly right-of-way line of Riverside Drive;

THENCE, N50°55'43"W 551.17 feet to point of curvature of a curve to the right, said point being the property return of Lot 4, Bergstrom Terrace Section Two, a subdivision recorded in Book 68, Page 78 of the Plat Records of said Travis County;

THENCE, northwesterly with said curve to the right having a radius of 15.00 feet, a central angle of 61°00'52", a chord bearing N20°25'17"W 15.23 feet, an arc distance of 15.97 feet to a point;

THENCE, N 50°55'43"W 76.54 feet to a ½ inch iron rod set on the easterly right-of-way line of U.S. Highway 183, at the southernmost corner of Lot A, Resubdivision of lots 14-17 Bergstrom Terrace, a subdivision recorded in Book 49, Page 52 of the Plat Records of said Travis County;

THENCE, the following four (4) consecutive courses with said right-of-way line of U.S. Highway 183 and northwesterly boundary of said Resubdivision of lots 14-17, Bergstrom Terrace and Bergstrom Terrace, a subdivision recorded in Book 16, Page 23 of the Plat Records of said Travis County:

- (1.) N20°37'25"E 205.50 feet to a concrete monument found;
- (2.) N38°36'25"E 829.64 feet to a concrete monument found;
- (3.) N54°13'26"E 281.35 feet to a concrete monument found;

- (4.) S 45°04'59"E 138.13 feet to a ½ inch iron rod set;

THENCE, the following seven (7) consecutive courses with the southerly right-of-way line of State Highway 71:

- (1.) N 88°12'41"E 208.22 feet to a concrete monument found;
- (2.) N 70°46'14"E 165.59 feet to a concrete monument found;
- (3.) S 84°07'51"E 58.48 feet to a concrete monument found;
- (4.) S 80°25'19"E 301.68 feet to a ½ inch iron rod found at the point of curvature of a curve to the right;
- (5.) Southeasterly with said curve to the right having a radius of 503.88, a central angle of 25°54'24", a chord bearing S67°17'36"E 225.90 feet, an arc distance of 227.83 feet to a ½ inch iron rod found;
- (6.) N87°28'40"E 224.66 feet to a ½ inch iron rod found;
- (7.) S 63°58'30"E 35.62 feet to a ½ inch iron rod found at the easternmost corner of TRACT 337, a 0.05 acre parcel convey to the United States of America by Volume 6332, Page 787 of the Deed Records of said Travis County;

THENC, S43°00'42"W 52.37 feet with the common boundary between said 0.05 acre parcel and a 0.42 acre parcel being the remaining portion of Tract No.5 set apart to Spencer Nobles in a judgment rendered in Cause No. 44440 in the District Court of said Travis County, to a ½ inch iron rod found;

THENCE, S44°22'17"E 201.28 feet with the common boundary between said 0.42 acre parcel and TRACT 337, a 0.78 acre parcel conveyed to the United States of America by George Wilton Tagert, et ux in deed recorded in Volume 6152, Page 1676 of the Deed Records of said Travis County, to a ½ inch iron rod found;

THENCE, S46°28'31"W 106.04 feet to a ½ inch iron rod found at the southernmost corner of said 0.78 acre parcel;

THENCE, S46°33'02"W 119.70 feet with the common boundary between TRACT 336, a 4.86 acre parcel being Lot 2, Miller and Mason Subdivision, a subdivision recorded in Book 14, Page 68 of the Plat Records of Said Travis County, said 4.86 acre parcel conveyed to the United States of America by David L. Pollard in deed recorded in Volume 5993, Page 493 of the Deed Records of said Travis County and the remaining portion of a

33.435 acre conveyed to John D. Byram et al in a deed recorded in Volume 4497, page 2182 of the Deed Records of said Travis County; to a ½ inch iron rod found at the northernmost corner of TRACT 335, a 10.20 acre parcel conveyed to the United States of America by John D. Byram in a deed recorded in Volume 6404, Page 284 of the Deed Records of said Travis County;

THENCE, south 980.22 feet with the common boundary line between said TRACT 335 and the remainder of a 33.435 acre parcel, to a ½ inch iron rod found at the southeast corner of said TRACT 335;

THENCE, S89°59'32"E 636.19 feet with the common boundary line between said remainder of a 3.435 acre parcel and TRACT A-123, a 7.74 acre parcel to the POINT OF BEGINNING, containing 94.829 acres of land SAVE AND EXCEPT a 0.398 acre (TRACT 4) being a portion of the abandoned Old Austin-Del Valle Road (between TRACT 3 and TRACT A-127) also known as the Old Bastrop Road and being more particularly described as follows:

BEGINNING, at a fence corner post at the common corner of said Greenwood Cemetery (TRACT 5) and northernmost corner of said TRACT A-124 having a BACS coordinate (a local coordinate system) of N114,039.55 and E 10,187.96;

THENCE, N45°13'07"E 60.00 feet to a point on the northeasterly line of said roadway and southwesterly boundary of TRACT 335;

THENCE, S44°58'42"E 318.84 feet with said boundary to a point;

THENCE, N89°59'32"W 84.83 feet to a point on the southwesterly line of said roadway and northeasterly boundary of TRACT A-124;

THENCE, N44°58'42"W 259.08 feet to the POINT OF BEGINNING, containing 0.398 acres of land, for a TOTAL NET of 94.431 acres of land.

STATE OF TEXAS        }  
COUNTY OF TRAVIS    }

I hereby certify that this field note description was prepared from the result of an actual survey made on the ground under my supervision and that it is true and correct to the best of my knowledge.

MACIAS AND ASSOCIATES, INC.

*Henry A. Dufeu*

5-14-97

Henry A. Dufeu  
Registered Professional Land Surveyor No. 1707

Date



**REFERENCES**

Bearing Basis: Assumed North bearing between brass  
disks at both ends of primary runway 17R- 35L  
Austin Grid M-18  
TCAD# 0331210661

PARCEL1.FLN

# **EXHIBIT A**



EXHIBIT "A"  
PARCEL 3  
South Clear Zone

PART 1

**FIELD NOTES**

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 76.624 ACRES OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24 AND THE GARNER MAYS SURVEY, ABSTRACT NO. 530, LOCATED IN TRAVIS COUNTY, TEXAS; SAID 76.624 ACRE PARCEL IS COMPRISED OF THE FOLLOWING ELEVEN (11) PARCELS: 1.) TRACT 71, THE REMAINING PORTION OF A 21.40 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY CARL T. SUNBERG IN DEED RECORDED IN VOLUME 1940, PAGE 343 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT 67, THE REMAINING PORTION OF A 12.50 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY MARY OLLE IN A DEED RECORDS IN VOLUME 1950, PAGE 226 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT 68, A 0.60 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY ANA G. BLANKENBECKLER IN A DEED RECORDED IN VOLUME 2162, PAGE 409 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 4.) TRACT 69, A 0.55 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY IDA EHRlich IN A DEED RECORDED IN VOLUME 2160, PAGE 179 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 5.) TRACT 76, A 0.11 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY IDA EHRlich IN A DEED RECORDED IN VOLUME 2160, PAGE 179 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 6.) TRACT 400, A 6.25 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY CHARLES L. BRUCHMILLER IN A DEED RECORDED IN VOLUME 6466, PAGE 619 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 7.) TRACT 401-1, A 9.77 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY LAWRENCE ALEXANDER IN DEED RECORDED IN VOLUME 6196, PAGE 1053 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 8.) TRACT 401-2, A 5.72 ACRE PARCEL CONVEYED TO THE UNITED STATES

OF AMERICA BY LAWRENCE ALEXANDER IN DEED RECORDED IN VOLUME 6196, PAGE 1053 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 9.) TRACT 402-1, A 4.36 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY HANS P.N. GAMMEL IN A DEED RECORDED IN VOLUME 6054, PAGE 951 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 10.) TRACT 402-2, AN 18.88 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY HANS P.N. GAMMEL IN A DEED RECORDED IN VOLUME 6054, PAGE 953 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; AND 11.) TRACT 403, A 1.29 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY F.W. CUNNINGHAM IN A DEED RECORDED IN VOLUME 6567, PAGE 1550 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 76.624 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found (BACS N 99473.55 and E 8649.76) on the southerly right-of-way line of Burleson Road at the northwesterly corner of this parcel and being S00°03'48"E 72.97 feet from the northeasterly corner of Tract No. 3; a 2.40 acre parcel conveyed to Evelyn S. Frensey in a deed recorded in Volume 5812, Page 566 of the Deed Records of said Travis County;

THENCE, the following fifteen (15) consecutive courses with the southerly right-of-way line of Burleson Road:

- 1.) S 49°30'28"E 325.86 feet to a ½ inch iron rod found;
- 2.) N 40°29'58"E 5.00 feet to a ½ inch iron rod found;
- 3.) Southeasterly with a curve to the right having a radius of 770.00 feet, a central angle 21°31'12", a chord bearing S 38°44'26"E 287.51 feet, an arc distance of 289.21 feet to a ½ inch iron rod found;
- 4.) S 62°01'10"W 25.00 feet to a ½ inch iron rod found;
- 5.) S 27°58'42"E 171.95 feet to a ½ inch iron rod found;
- 6.) S 62°00'50"E 5.00 feet to a ½ inch iron rod found;
- 7.) Southeasterly with a curve to the left having a radius of 630.00 feet, a central angle of 50°59'46", a chord bearing S 53°29'03"E 542.41 feet, an arc distance of 560.73 feet to a ½ inch iron rod found;

- 8.) S 78°56'47"E 422.39 feet to a ½ inch iron rod found;
- 9.) N11°03'13"E 32.67 feet to a ½ inch iron rod set;
- 10.) S78°56'47"E 20.00 feet to a ½ inch iron rod set;
- 11.) S11°03'13"W 17.70 feet to a ½ inch iron rod found;
- 12.) Southeasterly with a curve to the right having a radius of 1615.00 feet, a central angle of 12°43'32", a chord bearing S71°46'02"E 357.96 feet, an arc distance of 358.69 feet to a ½ inch iron rod found;
- 13.) N24°35'43"E 14.98 feet to a ½ inch iron rod found;
- 14.) Southeasterly with a curve to the right having a radius of 1630.00 feet, a central angle of 04°10'07", a chord bearing S 63°19'49"E 118.56 feet, and arc distance of 118.59 feet to a ½ inch iron set found;
- 15.) S61°11'50"E 522.04 feet to an ½ inch iron rod found at the point of curvature of a curve to the left;
- 16.) Southeasterly with said curve to the left having a radius of 5050.00 feet, a central angle of 01°42'48", a chord bearing S62°06'41"E 150.99 feet, an arc distance of 151.00 feet to a ½ inch iron rod found at the northeasterly corner of this parcel;

THENCE, the following four (4) consecutive courses with the common boundary line between a 2.52 acre parcel conveyed to Travis County in deed recorded in Volume 10801, Page 1086 and TRACT 67 and TRACT 400:

- 1.) S00°30'16"W 316.26 feet to a point in the centerline of Onion Creek.
- 2.) N66°54'28"W 52.82 feet with said centerline to a point;
- 3.) S00°01'10"W 714.32 feet to a concrete monument found at the southeast corner of TRACT 400;
- 4.) S89°59'25"W 579.72 feet to a 1½ inch iron pipe found at the southwesterly corner of said TRACT 400;

THENCE, N89°59'44"W 394.96 feet with the common boundary between TRACT 401-1 and a 27.79 acre parcel conveyed to Arthur Arredondo, Trustee in a deed recorded in Volume 12406, Page 579 of the Deed Records of said Travis County, to a point;

THENCE, the following three (3) consecutive courses with the perimeter of TRACT 76:

- 1.) S00°00'16"E 100.00 feet to a point;

- 2.) N89°59'44"W 50.00 feet to a point;
- 3.) N00°00'16"W 100.00 feet to a 1½ inch iron pipe found;

THENCE, the following four (4) consecutive courses with the common boundary between TRACT 401-2, TRACT 402-2 on the right and said 27.79 acre parcel and a 23.250 acre parcel conveyed to Travis County in deed recorded in Volume 11037, Page 557 of the Deed Records of said Travis County, on the left:

- 1.) N89°59'16"W 174.84 feet to a 1 inch iron pipe found;
- 2.) N89°59'13"W 354.63 feet to a 1½ inch iron pipe found;
- 3.) N89°58'54"W 445.37 feet to a concrete monument found;
- 4.) N00°01'15"W 463.32 feet to a 1½ inch iron pipe found at the southernmost corner of TRACT 403;

THENCE, N00°13'16"W 766.15 feet with the common boundary line between said TRACT 403 and a 39.184 acre parcel conveyed to F.H. Cunningham in a deed recorded in Volume 11222, Page 25 of the Deed Records of said Travis County, to a point in the centerline of Onion Creek;

THENCE, the following two (2) consecutive courses with Onion Creek and the common boundary between TRACT 71 and said 39.184 acre parcel:

- 1.) N83°01'39"W 215.87 feet to a point;
- 2.) N79°14'07"W 134.73 feet to a point;

THENCE, the following two (2) consecutive courses with the common boundary between TRACT 71 and Tract No. 4, a 28.46 acre parcel conveyed to Evelyn S. Frensley in deed recorded in Volume 5812, Page 586 of the Deed Records of said Travis County;

- 1.) N00°00'16"E passing a ½ inch iron rod at 53.08 feet, a ½ inch iron rod found at 699.70 feet, being the northeasterly corner of said 28.46 acre parcel, a total distance of 841.75 feet to a ½ inch iron rod found at the common corner of a 2.935 acre parcel conveyed to the State of Texas in deed recorded in Volume 2044, Page 195 of the Deed Records of said Travis County and said Tract No. 3, a 2.40 acre parcel;

- 2.) N00°03'48"W 351.67 feet with the common boundary between said TRACT 71 and said 2.40 acre parcel to the POINT OF BEGINNING, containing 76.624 acres of land.

PART 2

**FIELD NOTES**

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 39.497 ACRES OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, LOCATED IN TRAVIS COUNTY, TEXAS; SAID 39.497 ACRE PARCEL BEING COMPRISED OF THE FOLLOWING THREE (3) PARCELS: 1.) TRACT 61, THE REMAINING PORTION OF A 27.75 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY J.H. JOHNSON IN A DEED RECORDED IN VOLUME 1303, PAGE 84 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 2.) TRACT 62, A 3.35 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY J.H. JOHNSON IN DEED RECORDED IN VOLUME 1317, PAGE 76 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; 3.) TRACT 63, THE REMAINING PORTION OF A 9.86 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY EVELYN CROW IN A DECLARATION OF TAKING, CIVIL ACTION NO. 655 AND RECORDED IN VOLUME 1294, PAGE 108 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 39.497 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron pipe found (BACS N 99403.91 and E 11856.34) at the northeasterly corner of TRACT 61, the remaining portion of a 27.75 acre parcel:

THENCE, S00°01'18"E 1407.09 feet with the common boundary between said TRACT 61 and a 32.179 acre parcel conveyed to the City of Austin in a condemnation suite Cause No. 2177, to a concrete monument with aluminum disk found;

THENCE, S89°58'15"W 549.33 feet continuing with said common boundary to a ½ inch iron rod found on the northeasterly right-of-way line of Burleson Road at Station 53+70.27;

THENCE, Northwesterly with said right-of-way line and curve to the right having a radius of 4950.00 feet, a central angle of 04°25'29", a chord bearing N63°28'02"W 382.17 feet, an arc distance of 382.26 feet to a ½ inch iron rod found at the point of tangency;

THENCE, the following four (4) consecutive courses continuing with said northeasterly right-of-way line of Burleson Road:

- 1.) N61°11'23"W 484.14 feet to a ½ inch iron rod found;
- 2.) N28°47'43"E 10.02 feet to a ½ inch iron rod found;
- 3.) N61°19'38"W 37.90 feet to a ½ inch iron rod found at the point of curvature of a curve to the left;
- 4.) Northwesterly with said curve to the left having a radius of 1740.00 feet, a central angle of 07°00'51", a chord bearing N64°45'11"W 212.87 feet, an arc distance of 213.01 feet to a ½ inch iron rod set at the southwesterly corner of this parcel;

THENCE, N46°04'36"E 2530.60 feet with the common boundary between TRACT 63, TRACT 61, and TRACT 62 on the right and TRACT A-14, the remaining portion of a 33.58 acre parcel conveyed to the United States of America by Mary Olle in a deed recorded in Volume 713, Page 304 of the Deed Records of said Travis County and TRACT A-13, a 179.92 acre parcel conveyed to the United States of America by J.P.Burch in a deed recorded in Volume 706, Page 582 of the Deed Records of said Travis County on the left, to a ½ inch iron rod set at the northernmost corner of TRACT 62;

THENCE, the following seven (7) consecutive course with the common boundary between TRACT 62 and the following five (5) City of Austin parcels: 1.) a 99.396 acre parcel, 2.) a 5.674 acre parcel, 3.) Cisneros Properties Subdivision, 4.) Jacob Castillo Subdivision; and 5.) a 5.695 acre parcel:

- 1.) S28°12'03"W 234.87 feet to a ½ inch iron pipe found;
- 2.) S28°01'52"W 169.89 feet to a ½ inch iron pipe found;
- 3.) S28°19'48"W 73.46 feet to a ½ inch iron rod found;
- 4.) S28°20'58"W 72.39 feet to a ½ inch iron rod found;
- 5.) S28°21'10"W 56.38 feet to a concrete monument with aluminum disk found at an angle point;
- 6.) S00°06'51"W 26.84 feet to a ½ inch iron rod found;
- 7.) S00°00'50"E 308.12 feet to the POINT OF BEGINNING containing 39.497 acres of land.

PART 3

FIELD NOTES

FIELD NOTES FOR A PARCEL CONTAINING 4.407 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24; SAID 4.407 ACRE PARCEL BEING COMPRISED OF THE FOLLOWING THREE (3) PARCELS: 1.) TRACT 60, THE REMAINING PORTION OF A 3.72 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY TRAVIS COUNTY IN A CONDEMNATION SUIT CIVIL ACTION NO. 1066; 2.) TRACT 67, A PORTION OF A 12.50 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY MARY OLLE IN A DEED RECORDED IN VOLUME 1950, PAGE 226 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; AND 3.) TRACT 86, THE REMAINING PORTION OF A 1.03 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY THE COLORADO COMMON SCHOOL DISTRICT NO. 36 IN DEED RECORDED IN VOLUME 1947, PAGE 527 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 4.407 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ inch iron rod found (BACS N 98539.02 and E 10265.92) on the northeasterly right-of-way line of Burleson Road at Station 42+00.00

THENCE S19°49'40"W 9.96 feet to a ½ inch iron rod set;

THENCE the following eleven(11) consecutive courses with the northeasterly right-of-way line of Burleson Road:

- 1.) Northwesterly with a curve to the left having a radius of 1730.00 feet, a central angle of 08°36'42", a chord bearing N74°28'37"W 259.78 feet, an arc distance of 260.03 feet to a ½ inch iron rod found;
- 2.) S10°28'39"W 15.59 feet to a ½ inch iron rod found;
- 3.) N78°58'39"W 19.88 feet to a ½ inch iron rod set;
- 4.) N11°01'21"E 15.28 feet to a ½ inch iron rod found;
- 5.) N78°58'39"W 219.99 feet to a ½ inch iron rod set;

- 6.) N11°01'21"E 20.31 feet to a ½ inch iron rod found;
- 7.) N78°56'47"W 184.68 feet to a ½ inch iron rod found;
- 8.) Northwesterly with a curve to the right having a radius of 480.00 feet, a central angle of 50°59'46", a chord bearing N53°29'03"W 413.26 feet, an arc distance of 427.22 feet to a ½ inch iron rod found;
- 9.) S62°16'44"W 9.97 feet to a ½ inch iron rod found;
- 10.) N27°59'23"W 171.89 feet to a ½ inch iron rod found;
- 11.) Northwesterly with a curve to the left having a radius of 880.00 feet, a central angle of 15°45'10", a chord bearing N35°51'25"W 241.18 feet, an arc distance of 241.94 feet to a ½ inch rod set at the westernmost corner of this parcel;

THENCE S58°37'39"E 1439.81 feet with the northeastern boundary of TRACT 60 to the POINT OF BEGINNING, containing 4.407 acres of land.

STATE OF TEXAS            }  
COUNTY OF TRAVIS        }

I hereby certify that this field note description was prepared from the result of an actual survey made on the ground under my supervision and that it is true and correct to the best of my knowledge.

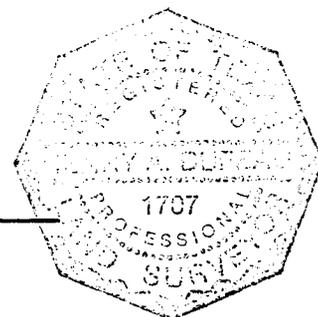
MACIAS AND ASSOCIATES, INC.



Henry A. Dufeu  
Registered Professional Land Surveyor No. 1707

5-14-97

Date



**REFERENCES**

Bearing Basis: Assumed North bearing between brass disks at both ends of primary runway 17R- 35L  
Austin Grid M-14  
TCAD# 033121



**MACIAS & ASSOCIATES, Inc.**  
LAND SURVEYORS

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EXHIBIT "A"  
Parcel 4  
(Middle Marker Site)

**FIELD NOTES**

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 0.227 ACRES (9871 SQUARE FEET) LOCATED IN THE GARNER MAYS SURVEY, ABSTRACT NO. 530, IN TRAVIS COUNTY, TEXAS; SAID 0.227 ACRE PARCEL, ALSO KNOWN AS TRACT 87, BEING THE SAME DESCRIBED AND CONVEYED TO THE UNITED STATES OF AMERICA BY IDA EHRLICH IN A GENERAL WARRANTY DEED RECORDED IN VOLUME 1950, PAGE 233 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 0.227 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a steel fence corner post (BACS N96430.53 and E10091.98) found at the northeasterly corner of this parcel, said post being S29°57'34"W 656.15 feet from a 1½" iron pipe found at the common corner of three parcels: (1) a 9.77 acre parcel known as Tract 401-1 described and conveyed to the United States of America by Lawrence Alexander et ux in a general warranty deed recorded in Volume 6196, Page 1053 of the Deed Records of said Travis County, (2) a 6.25 acre parcel known as Tract 400 described and conveyed to the United States of America by Charles L. Bruchmiller, et al in a general warranty deed recorded in Volume 6466, Page 619 of the Deed Records of said Travis County and (3) a 27.79 acre parcel described and conveyed to Arthur Arredondo, Trustee in a deed recorded in Volume 12406, Page 579 of the Deed Records of said Travis County;

THENCE, S29°56'39"W 92.73 feet with the common boundary between this parcel and a 133.56 acre parcel described and conveyed to Travis County Landfill Company by deed recorded in Volume 12092, Page 2751 of the Deed Records of said Travis County, to a steel fence corner post found at the southeasterly corner of this parcel;

THENCE, the following three (3) consecutive corner with the common fenced boundary between this parcel and said 27.79 acre parcel:

- (1) N89°47'19"W 100.02 feet to a steel fence corner post;
- (2) N00°01'43"W 79.87 feet to a steel fence corner post;

- (3) N89°57'33"E 146.35 feet to the POINT OF BEGINNING, containing 0.227 acres (9,871 square feet) of land

STATE OF TEXAS        }  
COUNTY OF TRAVIS    }

I hereby certify that this field note description was prepared from the result of an actual survey made on the ground under my supervision and that it is true and correct to the best of my knowledge.

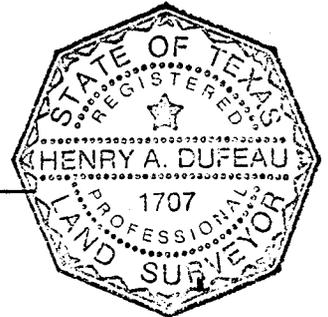
MACIAS AND ASSOCIATES, INC.



Henry A. Dufeu  
Registered Professional Land Surveyor No. 1707

5-14-97

Date



**REFERENCES**

Bearing Basis: Assumed North bearing between brass  
disks at both ends of primary runway 17R- 35L  
Austin Grid M-14  
TCAD# 0331210661

PARCEL4.FLN



**MACIAS & ASSOCIATES, Inc.**  
LAND SURVEYORS

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EXHIBIT "A"  
Parcel 5  
(Railroad Spur)

**FIELD NOTES**

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 3.093 ACRES (134,716 SQUARE FEET) OF LAND LOCATED IN THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, IN TRAVIS COUNTY, TEXAS; SAID 3.093 ACRE PARCEL BEING THE REMAINING PORTION OF A 8.468 ACRE PARCEL KNOWN AS TRACT B-50 DESCRIBED AND CONVEYED TO THE UNITED STATES OF AMERICA BY LOUISA SEELING IN DEED RECORDED IN VOLUME 722 PAGE 190 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 3.093 ACRE PARCEL ALSO BEING THE SAME AND EXCEPT PARCEL DESCRIBED IN A DEED RECORDED IN VOLUME 3139, PAGE 297 OF THE DEED RECORDS OF SAID TRAVIS COUNTY; SAID 3.093 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a concrete monument with brass disk found at the southeasterly corner of this parcel (BACS N111146.24 and E8598.56); said monument also being on the westerly right-of-way line of U.S. Highway 183 and being the northeasterly corner of Lot 1, Lockheed Addition, a subdivision recorded in Book 83, Page 20 of the Plat Records of Travis County, Texas;

THENCE, S80°16'47"W 653.44 feet with the common fenced boundary between this parcel and said Lot 1, Lockheed Addition to a concrete monument with brass disk found at the southwesterly corner of this parcel and reentrant corner of said Lot 1;

THENCE, N10°18'18"W passing a concrete monument with brass disk at 49.99 feet, a total distance of 150.12 feet to a  $\frac{5}{8}$  inch iron rod found at an angle point; said rod being the northeasterly corner of the remaining portion of a 8.468 acre parcel conveyed to the City of Austin by deed recorded in Volume 3139, Page 297 of the Deed Records of said Travis County;

THENCE, N10°09'12"W 49.99 feet to a 1/2" inch iron rod found at the northwesterly corner of this parcel;

THENCE, N80°16'51"E 249.12 feet with the common fenced boundary between this parcel and Tract 4, Lockhart Highway Subdivision, a subdivision recorded in Book 12, Page 69 of the Plat Records of Travis County, Texas; to a 3/4 inch iron pipe found at the common corner of said Tract 4 and Tract 6;

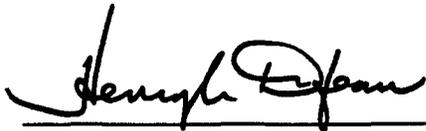
THENCE, N80°15'24"E 443.47 feet with the common fenced boundary between this parcel and said Tract 6, Lockhart Highway Subdivision, to a 3/8 inch found at the northeasterly corner of this parcel; said rod also being on the westerly right-of-way line of U.S. Highway 183;

THENCE, S00°48'44"W 203.71 feet with said right-of-way line of U.S. Highway 183, said line also being the easement line of a 0.93 acre parcel described in Volume 2022, Page 339 of the Deed Records of said Travis County, to the POINT OF BEGINNING, containing 3.093 acres of land.

STATE OF TEXAS            }  
COUNTY OF TRAVIS       }

I hereby certify that this field note description was prepared from the result of an actual survey made on the ground under my supervision and that it is true and correct to the best of my knowledge.

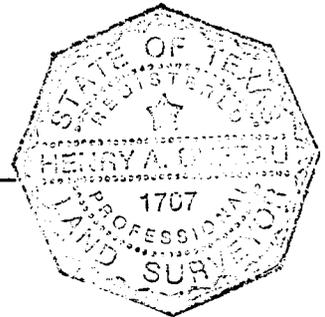
MACIAS AND ASSOCIATES, INC.



Henry A. Dufeu  
Registered Professional Land Surveyor No. 1707

5-14-97

Date



**REFERENCES**

Bearing Basis: Assumed North bearing between brass  
disks at both ends of primary runway 17R- 35L  
Austin Grid M-17  
TCAD# 0315210600