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

This Deed made this 22<sup>nd</sup> day of May, 1998 by and between the United States of America, acting by and through the Secretary of the Air Force whose address is Washington, D.C., under and pursuant to the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, (63 Stat. 377), 40 U.S.C. § 471, et seq., as amended, and regulations and orders promulgated thereunder; the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, 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 hereindescribed real property located within the former Bergstrom Air Force Base, situated in Travis County, Texas; and

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

**WHEREAS**, the hereindescribed real property 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, and orders and regulations promulgated thereunder; and

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

**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, 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 RECORDS  
Travis County, Texas

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real property described in Exhibit "A" of this Deed Without Warranty and situated in Travis County, Texas.

**PROVIDED, HOWEVER,** this Deed Without Warranty is expressly made subject to the following restrictions, covenants, and agreements of the parties affecting the aforescribed property, which shall run with the land.

a. Grantor covenants and agrees as follows:

(1) The Grantor covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substances identified on the herein described land has been taken before the date of this conveyance, and any additional remedial action found to be necessary after the date of this conveyance shall be conducted by the Grantor; provided, however, that the foregoing covenant shall not apply in any case in which the Grantee of any part or all of the herein described land is a potentially responsible party with respect to such land. For the purposes of this covenant, necessary remedial action shall not include clean up required as a result of any changes in the Grantee's use of the property hereby conveyed.

(2) 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 Deed Without Warranty, 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.

**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 subject to the reservations, restrictions and conditions set forth in this instrument.

**RESERVING** unto the Grantor a right of access to any and all portions of the herein described 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



ACCEPTANCE

The City of Austin does hereby accept this Deed Without Warranty and by such acceptance agrees to all the conditions thereof.

Executed this 26<sup>th</sup> day of May, 1998.

(OFFICIAL SEAL)

By: Jesus Garza  
Name: Jesus Garza  
Title: City Manager

Attest: James E. Aldridge  
By: City Clerk

Certificate of Grantee's Attorney

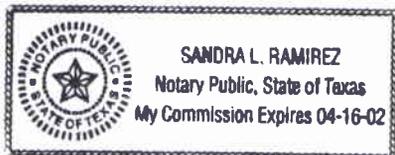
I, Charles A. Brothers, acting as Attorney for the City of Austin, herein referred to as the "Grantee" do hereby certify: That I have examined the foregoing Deed Without Warranty and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly 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 Without Warranty constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Austin, TEXAS, this 26 day of MAY, 1998.

By: Charles A. Brothers  
Title: ASSISTANT CITY ATTORNEY

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

On the 26<sup>th</sup> day of may, 1998, before me, Sandra L Ramirez  
the undersigned Notary Public, personally appeared, Jesus Garza,  
and known to me to be the person whose name is subscribed to the foregoing Deed  
Without Warranty, 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.



Sandra L Ramirez  
Notary Public, State of Texas  
My commission expires: 4-16, 2002



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

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EXHIBIT "A"  
(Combined Air Cargo Apron  
Infrastructure Parcels)

FIELD NOTES

FIELD NOTES FOR A PARCEL OF LAND CONTAINING 58.146 ACRES (2,532,830 SQUARE FEET) OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, ALSO BEING OUT OF TWO PARCELS: 1.) A 168.96 ACRE PARCEL KNOWN AS TRACT A-1, CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED IN VOLUME 709, PAGE 181 OF THE DEED RECORDS OF SAID TRAVIS COUNTY AND 2.) A 134 ACRE PARCEL KNOWN AS TRACT A-20, CONVEYED TO THE UNITED STATES OF AMERICA BY JUDGMENT DECLARATION OF TAKING RECORDED IN VOLUME 706, PAGE 118 OF THE DEED RECORDS OF SAID TRAVIS COUNTY. SAID 58.146 ACRE PARCEL ALSO BEING COMPRISED OF THE FOLLOWING FIVE PARCELS: 1.) A 14.377 ACRE PARCEL KNOWN AS THE CARGO PORT LEASE 2.) AN 11.882 ACRE PARCEL KNOWN AS PARCEL "A" (PROPOSED AIRCRAFT PARKING AREA) 3.) A 9.848 ACRE PARCEL KNOWN AS THE CARGO AIRE LEASE (ORIGINAL AREA) 4.) A 0.898 ACRE PARCEL KNOWN AS THE CARGO AIRE LEASE (EXPANDED AREA) AND 5.) A 21.141 ACRE PARCEL LYING BETWEEN SAID 11.882 ACRE PARCEL AND 9.848 ACRE PARCEL. SAID 58.146 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an "X" in concrete set in the centerline of a concrete apron known as the North Ramp, for a corner of this parcel, from said point the northernmost corner of said 168.96 acre parcel known as Tract A-1, bears N29°12'47"W, 1220.74 feet;

THENCE, S11°00'05"W, 325.64 feet to an "X" in concrete set for a reentrant corner of this parcel;

THENCE, S78°59'59"E, 50.00 feet to an "X" in concrete set for a corner of this parcel;

THENCE, S11°00'05"W, 343.71 feet to a 1/2" iron rod set for the southeast corner of this parcel;

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THENCE, S78°26'27"W, 162.53 feet to a 1/2" iron rod set for a corner of this parcel;

THENCE, S78°59'37"E, at 498.94 feet pass a 1/2" iron rod found at the southeast corner of a 0.898 acre parcel known as the Cargoaire Lease (Expanded Area), at 594.98 feet pass a 1/2" iron rod found at the southwest corner of said 0.898 acre parcel and the southeast corner of a 9.848 acre parcel known as the Cargoaire Lease (Original Area), and continuing with the south boundary of said 9.848 acre parcel, a total distance of 1592.24 feet to a 60d nail found at the southwest corner of said 9.848 acre parcel, for the southwest corner of this parcel;

THENCE, Northwesterly, with the west boundary of said 9.848 acre parcel, the following four (4) courses:

- 1.) N00°20'20"E 176.95 feet to a 60d nail found;
- 2.) N11°00'00"E 100.00 feet to a P.K. nail found;
- 3.) N79°00'00"W 104.87 feet to a 60d nail found;
- 4.) N11°00'00"E, 132.00 feet to an "X" in concrete found at the northwest corner of said 9.848 acre parcel;

THENCE, N40°16'25"W, 520.48 feet to a point in the centerline of a concrete apron known as the North Ramp and the southwest corner of an 11.882 acre parcel known as Parcel "A" (Proposed Aircraft Parking Area), for a corner of this parcel;

THENCE, N10°48'58"E, with the west boundary of said 11.882 acre parcel, at 320.04 feet pass a P-K nail found at the northwest corner of said 11.882 acre parcel and the southwest corner of said 14.377 acre parcel known as the Cargoport Lease, and continuing with the west boundary of said 14.377 acre parcel, a total distance of 601.81 feet to a 1/2" iron rod found at an angle point;

THENCE, N46°12'07"E, with the west boundary of said 14.377 acre parcel, 198.23 feet to a 1/2" iron rod found at the point of curvature of a curve to the right;

THENCE, Easterly, with the north boundary of said 14.377 acre parcel, the following ten (10) courses:

- 1.) Along said curve to the right having a radius of 50.00 feet, a central angle of 54°47'17", a chord bearing N73°35'45"E, 46.01 feet, an arc distance of 47.81 feet to a 1/2" iron rod found at the point of tangency;

- 2.) S79°00'36"E, 40.26 feet to a 1/2" iron rod found;
- 3.) S10°59'24"W, 33.00 feet to a 1/2" iron rod found;
- 4.) S79°00'36"E, 64.93 feet to a 1/2" iron rod found;
- 5.) S10°59'24"W, 60.00 feet to a 1/2" iron rod found;
- 6.) S79°00'36"E, 494.81 feet to a 1/2" iron rod found at an angle point;
- 7.) S89°07'04"E, 113.63 feet to a 1/2" iron rod found at an angle point;
- 8.) S78°59'59"E, 535.23 feet to a 1/2" iron rod found at an angle point;
- 9.) S67°50'00"E, 126.50 feet to a 1/2" iron rod found at an angle point;
- 10.) S56°34'10"E, 139.56 feet to a 1/2" iron rod found at the most northeasterly corner of said 14.377 acre parcel, for the northeasterly corner of this parcel;

THENCE, Southerly, with the east boundary of said 14.377 acre parcel, the following four (4) courses:

- 1.) S33°25'50"W, 31.71 feet to a 1/2" iron rod found;
- 2.) S56°33'28"E, 18.50 feet to a 1/2" iron rod found;
- 3.) S33°26'32"W, 108.94 feet to a 1/2" iron rod found;
- 4.) S11°00'05"W, at 177.19 feet pass a 1/2" iron rod at the southeast corner of said 14.377 acre parcel and the northeast corner of said 11.882 acre parcel, and continuing with the east boundary of said 11.882 acre parcel, a total distance of 497.22 feet to a point in the centerline of a concrete apron known as North Ramp, at the southeast corner of said 11.882 acre parcel, for a reentrant corner of this parcel;

THENCE, S79°00'02"E with said centerline of a concrete apron known as North Ramp, 619.19 feet to the POINT OF BEGINNING, containing 58.146 acres (2,532,830 square feet) of land.

Page 4  
Cargoport Parcel  
11/21/97

STATE OF TEXAS §

COUNTY OF TRAVIS §

I hereby certify that this field note description was prepared from the results 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*

8 DEC 97

HENRY A. DUFEAU DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1707



REFERENCES  
Bearing Basis: BACS

Client: Parsons Brinckerhoff  
Job No. 109-77-96  
File: A2OR0004.dwg

**FILED**

98 MAY 29 PM 2: 41

DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

After Recording Return To:  
City of Austin Law Dept.  
Attn: Pat Rehmet, Asst. City Atty  
P.O. Box 1546  
Austin, TX 78767-1546

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

MAY 29 1998



*Dana Debeauvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS