



NOTICE OF CONFIDENTIALITY RIGHTS

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

DEED WITHOUT WARRANTY

FORMER BERGSTROM AIR FORCE BASE

TRAVIS COUNTY, TEXAS

I. PARTIES

This Deed made this 7th day of May, 2004, by and between the United States of America, acting by and through the Secretary of the Air Force whose address is Washington, D.C., under and pursuant to the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, (63 Stat. 377), 40 U.S.C. § 101, et seq., as amended, and regulations and orders promulgated thereunder; the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510, as amended, and regulations and orders promulgated thereunder; and a delegation from the Administrator of General Services to the Secretary of Defense, and a subsequent delegation from the Secretary of Defense to the Secretary of the Air Force, party of the first part, as Grantor, and the City of Austin, Texas, a body politic created, operating, and existing under and by virtue of the laws of the State of Texas, party of the second part, as Grantee.

WITNESSETH THAT:

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

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

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

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

II. CONSIDERATION AND CONVEYANCE

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

III. APPURTENANCES AND HABENDUM

TO HAVE AND TO HOLD, together with all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property described herein, is called the "Property" in this Deed) the property to the Grantee.

IV. RESERVATIONS

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

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities relating to any such response or corrective action.
2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing any such response or corrective action.
3. To conduct any test or survey required by the State relating to any such response or corrective action, or to verify any data submitted to the EPA or the State by the Grantor relating to any such actions.
4. To conduct, operate, maintain, or undertake any other response, corrective action as required or necessary under applicable law or regulation, or the covenant of the Grantor in Section VI of this Deed, but not limited to, the installation, closing, or removal of monitoring

wells, pumping wells, and treatment facilities that will be owned or operated by the Grantor and its officials, agents, employees, contractors, and subcontractors.

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

V. CONDITIONS

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

B. The Grantee and its successors and assigns hereby understand and agree that all costs associated with removing any restrictions of any kind whatsoever contained in this deed, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, its successors and assigns, without any cost whatsoever to the United States.

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

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

1. The Grantor has made a complete search of its files and records. **Exhibits "B" and "C"** contains tables with the names of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms or pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

2. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in **Exhibit "C"**.

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

- (a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and
- (b) any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

This warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property for uses and activities prohibited by those environmental use restrictive covenants set forth in VI.B. below, as may be modified or released pursuant to Sections VI. B(7.) and (8.) and Section C., below.

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

NOTICES AND RESTRICTIVE COVENANTS

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN THE SECTION BELOW MAY AFFECT THE FOREGOING WARRANTY

B. Environmental Use Restrictions:

1. The Grantee is hereby provided notice that portions of the Property hereby conveyed are subject to use restrictions regarding current and future use pursuant to 30 TAC Section 335. Drawings and written descriptions of the areas encumbered by environmental use restrictions are attached hereto as **Exhibit "D"**. The Grantee covenants on behalf of itself, and its successors and assigns that it shall comply with the terms of such use restrictions, as long as they remain in effect. Upon the conveyance of all or any portion of the Property which is affected by these use restrictions, the Grantee and its successors and assigns shall provide this notice of such use restrictions in the conveyance instrument to its transferees.

2. The Grantee covenants on behalf of itself and its successors and assigns that it shall be responsible for complying with the requirements of the Texas Administrative Code pertaining to the characterization and disposition of excavated soils, as applicable, with respect to the reuse of the Property. The Grantor assumes no liability for such compliance.

3. The following requirements and restrictions are placed in this Deed to protect the integrity of the soil and groundwater contamination on Parcel E of the deeded property, as well as

the integrity of the soil and groundwater contamination on adjacent property and their respective remediation treatment systems, subject to release under Section VI C.

(a) The Grantee and its successors and assigns shall be prohibited from extracting the ground water from Parcel E in a manner which causes the migration of contamination subject to the Grantor's remedial or corrective actions on the Property or on adjacent property. In addition, the Grantee and its successors and assigns are prohibited from the application of surface water in a manner which also causes the migration of such contamination. Notwithstanding the foregoing, the Grantee may irrigate on Parcel E without the prior approval of the Grantor for maintaining surface vegetation and for fire prevention or other bona fide emergency.

(b) In order to determine whether the Grantee's actions will adversely impact contamination which is subject to the Grantor's remedial or corrective actions on Parcel E or on adjacent property, prior to either undertaking any activity involving the extraction or injection of water on Parcel E, Grantee or its successors and assigns, or the lessee, or other occupant of all or any portion of Parcel E will submit a written request for approval to the Grantor. The request will be supported by a detailed description of the proposed plan, including but not limited to, well identification, duration of pumping, and pumping rates, as well as proposed plans for drilling and operating new wells.

(c) Grantor will promptly review the Grantee's request to determine whether the proposed construction of extraction wells or application or injection of surface water has a potential for adversely impacting the Grantor's groundwater remediation systems. As soon as practicable, after receipt of the request with supporting information, Grantor will notify the Grantee in writing whether the proposed construction of extraction wells or application or injection of water is approved. Grantor may request additional information or may require a modification of the proposed activity in which case Grantor may require additional review time.

4. The Grantee, its successors and assigns are prohibited from using the following areas for "residential use," as defined at 30 TAC Section 350.4(a)(74): Parcel A consisting of 23.498 acres, Parcel B consisting of 2.220 acres, Parcel C consisting of 8.961 acres, a 4.10 acre portion of Parcel E, and Parcel I consisting of .018 acres, all of which are more particularly described in Exhibit "D".

5. The Grantee, its successors and assigns are prohibited from any surface or subsurface intrusive activity on Parcel B, consisting of 2.220 acres a former alleged solvent disposal area unless the following requirements are adhered to: the Grantee, its successors and assigns must comply with all applicable environmental, worker protection, and other laws, rules and regulations. The Grantee, its successors and assigns must prepare and present to the Grantor a detailed Work Plan describing the activities proposed within the Property; in addition a Health and Safety Plan will be developed outlining worker protection and contingencies for possible potential releases of contaminants from the affected soils that may be encountered.

6. Due to the presence of the contaminants left in place in Parcel B, the Grantee is also prohibited from extracting the groundwater from Parcel B for any purpose.

7. In the event that the use restrictions contained herein are no longer necessary, upon request of the Grantee, the Grantor agrees to record any appropriate document thereby modifying or removing the use restrictions contained herein, as appropriate

8. It is the intent of the Grantor and the Grantee that the Environmental Use Restrictive Covenants in this section bind the Grantee and shall run with the land. It is the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers, except to the extent Environmental Use restrictions have been released under Section VI.C..

C. Release of Environmental Use Restrictions:

1. The Grantee may request from the Grantor a modification or release of one or more of the environmental use restrictive covenants in whole or in part in this section, subject to the notification and concurrence or approval of the TCEQ. In the event the request of the Grantee for modification or release is approved by the Grantor and TCEQ, the Grantor agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the Grantor shall modify or release the environmental use restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental use restrictive covenants contained in this section are no longer necessary, the Grantor will record any appropriate document modifying or removing such use restrictions, as appropriate.

VII. Other Covenants

A. Lead Based Paint ("LBP") - Improvements other than Housing

1. The Grantee is hereby informed and does acknowledge that the Property includes non-residential improvements (building 4576 constructed in 1958) presumed to contain LBP. The Grantee is responsible for managing all LBP and potential LBP on the Property in compliance with all applicable laws and regulations.

2. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever

with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials (“ACM”). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos, and that, except for any friable asbestos contained in construction or demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

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

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

IX. MISCELLANEOUS

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

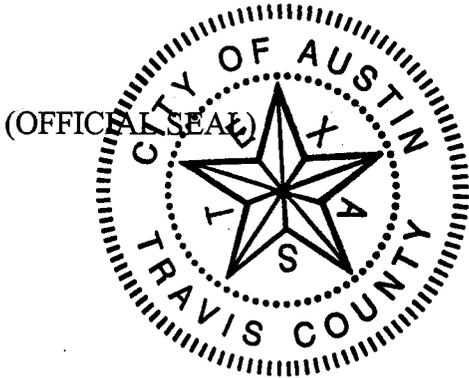
X. THE FOLLOWING EXHIBITS are attached to and made a part of this document:

- | | |
|-----------|--|
| Exhibit A | Legal Description of Property Conveyed |
| Exhibit B | Hazardous Substances Stored on Property |
| Exhibit C | Hazardous Substances Released or Disposed on Property and Remedial Actions Taken |
| Exhibit D | Drawings and Descriptions of Environmental Use Restrictions |

ACCEPTANCE

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

Executed this 14 day of MAY, 2004



By: [Signature]
Name: JIM SMITH
Title: EXECUTIVE DIRECTOR OF AVIATION

Attest: [Signature]
By: Shirley A. Brown, City Clerk

Certificate of Grantee's Attorney

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

Dated at Austin, Texas, this 14th day of May, 2004.

By: [Signature]
Title: Asst. City Attorney

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

On the 14th day of May, 2004, before me, Rebecca Jane Nagel the undersigned Notary Public, personally appeared, JIM Smith, and known to me to be the person whose name is subscribed to the foregoing Deed, and personally known to me to be the Executive Director, and acknowledged that the same was the act and deed of the City of Austin and that he executed the same for the purposes and considerations therein expressed and in the capacity stated therein.



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

After recorded, please return a copy to:

~~Air Force Real Property Agency /DC
ATTN: Mr. Gene Aefsky
1400 Key Blvd, 4th Floor
Arlington, VA 22209-2802~~

*City of Austin
Attn: Noise Mitigation Program
c/o Melinda Ruby
2716 Spirit of Texas Drive
Austin, TX 78719*

EXHIBIT A
Legal Description of Property Conveyed

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



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "H"
RRS2 Closure
Boundary (SWMU-122)

United States of America
to
City of Austin

PARCEL A
LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION FOR A 23.498 ACRE (1,023,564 SQUARE FOOT) PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF AN 340.26 ACRE PARCEL KNOWN AS THE SECOND TRACT OF TRACT A-3 DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA RECORDED IN VOLUME 709, PAGE 390, DEED RECORDS OF SAID 23.498 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point known as Sample Location No. 122142, for a corner of this parcel, said point bears N 43° 21' 37" W, 2253.55 feet from a bronze disk found at the south end of West Runway 17R-35L in the center line (N. 100,000.0000, E. 10,000.0000);

THENCE, S 40° 30' 51" W, a distance of 508.16 feet to a point (122141), for the southernmost corner of this parcel;

THENCE, N 68° 42' 29" W, a distance of 684.63 feet to a point (122140), for the westernmost corner of this parcel;

THENCE, N 11° 41' 47" E, a distance of 333.34 feet to an angle point (122139);

THENCE, N 17° 39' 08" E, a distance of 339.31 feet to an angle (122138);

THENCE, N 19° 54' 46" E, a distance of 174.10 feet to an angle (122129);

THENCE, N 51° 05' 39" E, a distance of 314.58 feet to an angle point (122145);

THENCE, N 76° 29' 13" E, a distance of 282.37 feet to a point (122144), for the northernmost corner of this parcel;

THENCE, S 60° 09' 07" E, a distance of 439.89 feet to a point (122143), for easternmost corner of this parcel;

THENCE, S 04° 38' 41" W, a distance of 447.41 feet to an angle point (122058);

Page 2
(23.498 Acre)

THENCE, S 24° 43' 59" W, a distance of 302.11 feet to the **POINT OF BEGINNING**, containing 23.498 acres (1,023,563 square feet) of land.

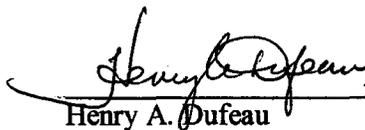
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

I hereby certify that this field note description and sketch were prepared from an actual survey made on the ground under my supervision and represents points set at various periods in October 1996, May 1997 and 1998, July 1997 and June 1998.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of July, 2002.

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



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



REFERENCES

Bearings are based on the Bergstrom Airport Coordinate System (BACS). Bronze disk found at centerline main West Runway is at N, 100,000.00 and E, 10,000.00

Client: City of Austin
Project No. 15-97-02
Dwg. File: 1592-1.Dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL A

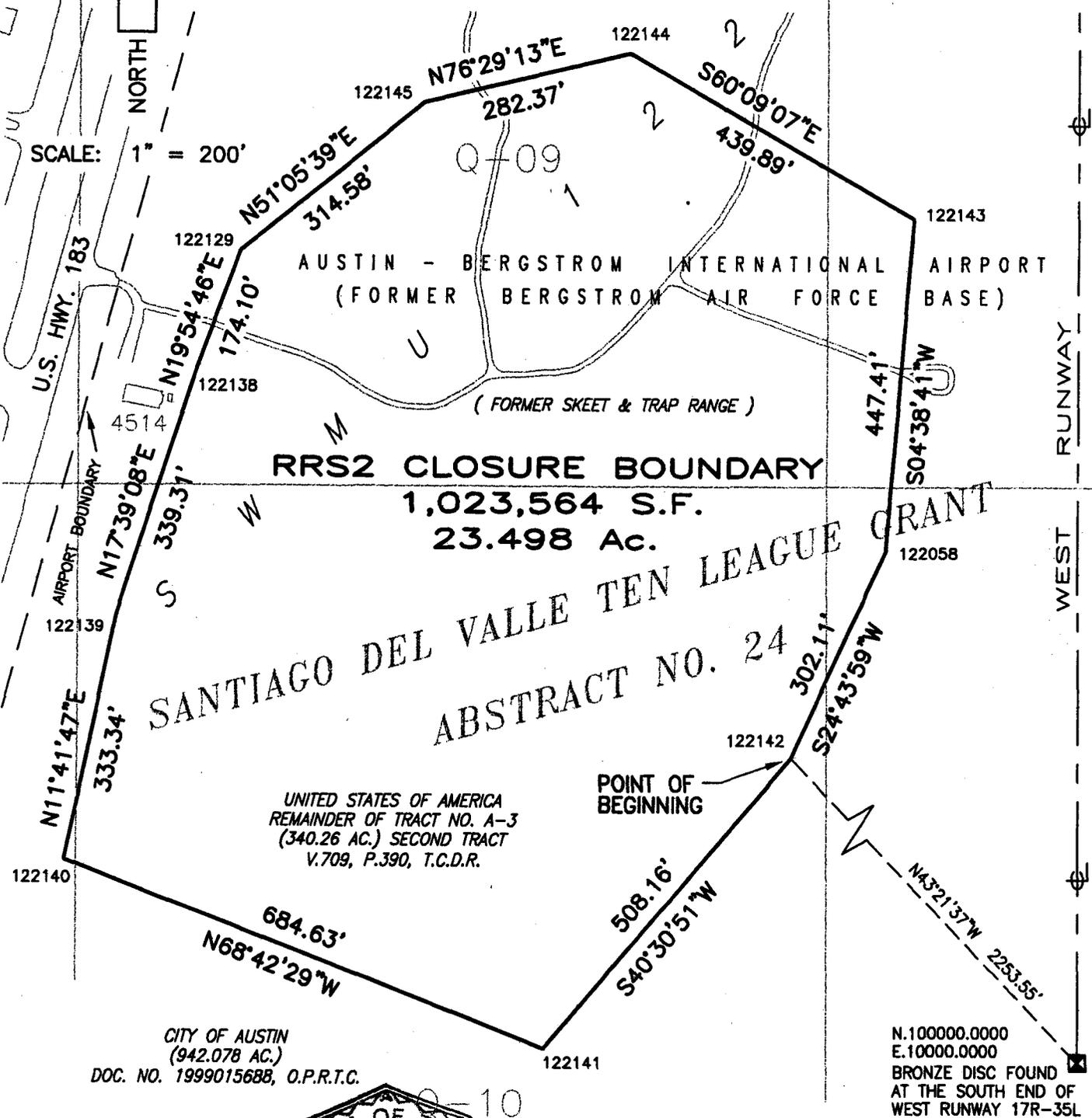
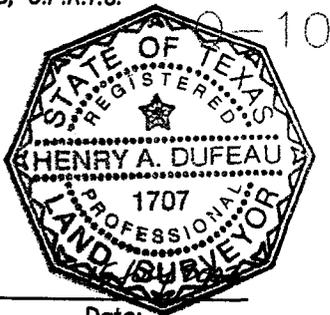


EXHIBIT "H"



Henry A. Dufeu
Registered Professional
Land Surveyor No. 1707

Date:

DRAWING: 1597-1.DWG
JOB # 15-97-02

SCALE: 1" = 200'
DRAWN BY: G. LOPEZ

DATE: 7-2-02



MACIAS & ASSOCIATES, INC.
LAND SURVEYORS



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



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "F"
RRS2 Closure
Boundary (SWMU-216)

United States of America
of
City of Austin

**PARCEL B
LEGAL DESCRIPTION**

FIELD NOTE DESCRIPTION FOR A 2.220 ACRE (96,691) SQUARE FOOT) PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF AN 340.26 ACRE PARCEL OF LAND KNOWN AS THE SECOND TRACT OF TRACT OUT OF TRACT NO. A-3 DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA RECORDED IN VOLUME 709, PAGE 390, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2,220 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point known as Sample Location 216TP17C, for the southeasterly corner of this parcel, said point bears N 16° 53' 34" W, 2163.53 feet from a bronze disk found at the south end of West Runway 17R-35L in the center line (N.100,000.0000, E. 10,000.0000);

THENCE, S 80° 50' 52" W, a distance of 359.43 feet to point 216TP24;

THENCE, N 73° 09' 10" W, a distance of 121.88 feet to sample point 216TP30;

THENCE, N 21° 36' 42" E, a distance of 161.44 feet to point 216TP18;

THENCE, N 45° 17' 41" E, a distance of 149.15 feet to sample point 216TP07;

THENCE, N 63° 47' 27" E, a distance of 121.81 feet to sample point 216TP08;

THENCE, S 30° 22' 45" E, a distance of 99.21 feet to sample point 216TP12;

THENCE, S 48° 44' 49" E, a distance of 153.01 feet to sample point 216TP13A;

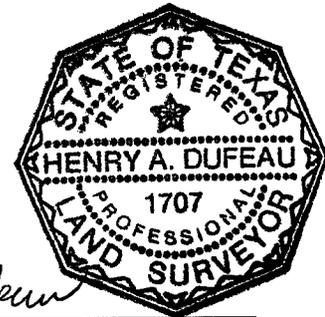
THENCE, S 17° 25' 41" E, a distance of 105.33 feet to the **POINT OF BEGINNING**, containing 2.220 acres (96,691 square feet) of land.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15TH day of JULY, 2002.



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

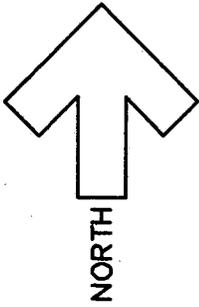
Henry A. Dufeu
Henry A. Dufeu
Registered Professional Land Surveyor
No. 1707-State of Texas

REFERENCES
Bearing Basis: BACS Coordinate System

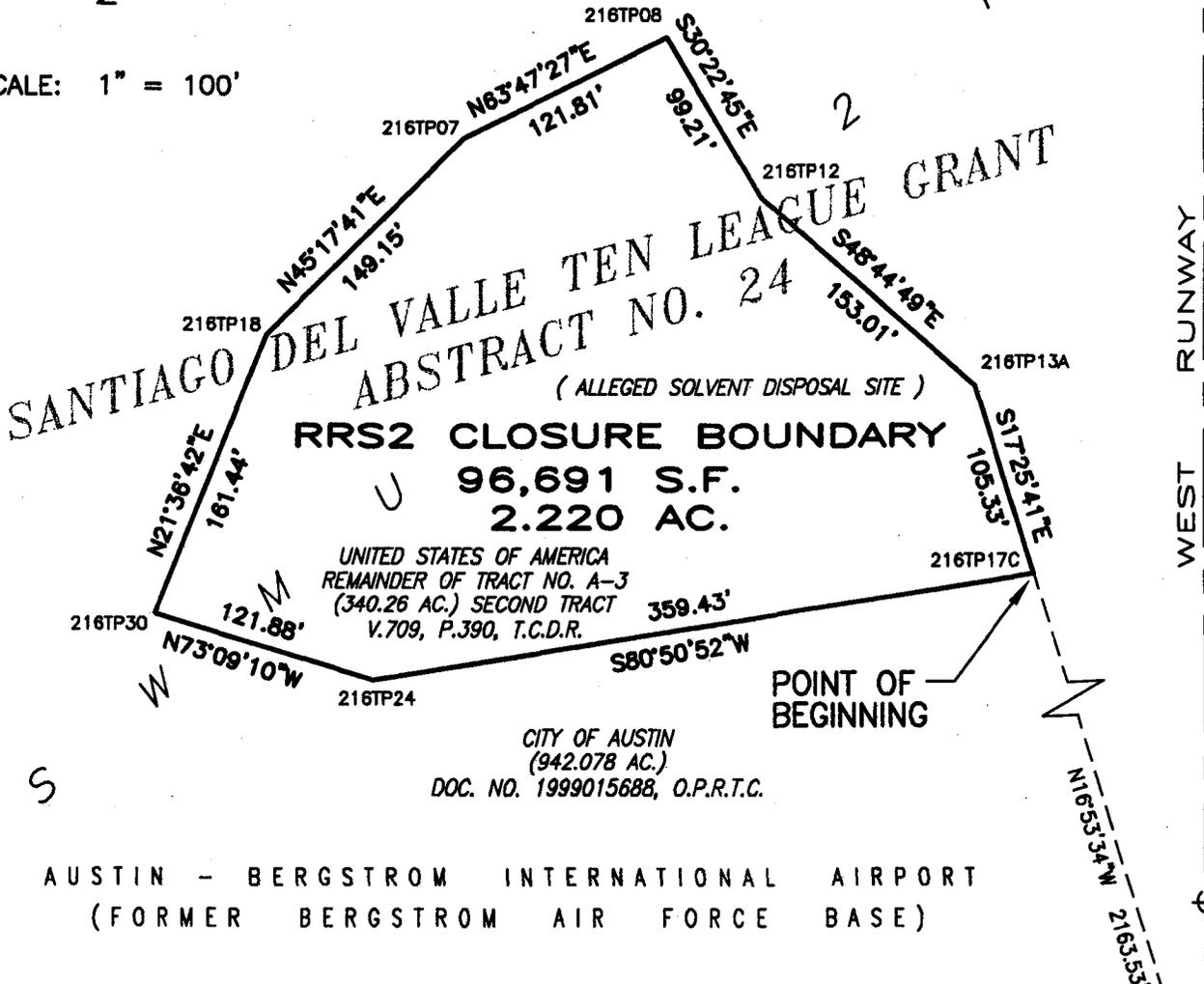
Client: City of Austin
Project No.: 15-97-02
Dwg. File: 1597-2.Dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL B



SCALE: 1" = 100'

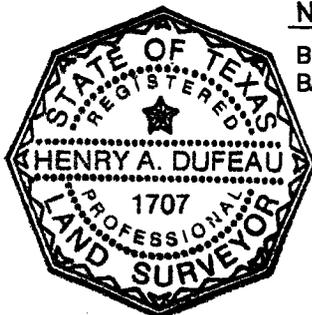


NOTE:

BEARINGS ARE BASED ON THE
BACS COORDINATE SYSTEM.

N.100000.0000
E.10000.0000
BRONZE DISC FOUND
AT THE SOUTH END OF
WEST RUNWAY 17R-35L

EXHIBIT "F"



151042002
Date:

Henry A. Dufeu
Henry A. Dufeu
Registered Professional
Land Surveyor No. 1707

DRAWING: 1597-2.DWG
JOB # 15-97-02

SCALE: 1" = 100'
DRAWN BY: G. LOPEZ

DATE: 7-2-02

MACIAS & ASSOCIATES, INC.
LAND SURVEYORS

★ ★ ★ ★ ★

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



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "G"
RRSU Boundary
SWMU-121

United States of America
to
City of Austin

PARCEL C
LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION FOR A 8.961 ACRE (390,361 SQUARE FOOT) PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS, AND ALSO BEING OUT OF AN 82.35 ACRE PANEL KNOWN AS THE FIRST TRACT OF TRACT A-15 CONVEYED TO THE UNITED STATES OF AMERICA BY J.W. KAMP BY DEED RECORDED IN VOLUME 706, PAGE 608, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 8.961 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND NOUNDS AS FOLLOWS:

BEGINNING at a point known as sample location SWMURR21, for the southeasterly corner of this parcel, said point being $N 88^{\circ}14'15''W$ 1289.74 feet from a bronze disk found at the centerline of the main west runway at the Austin-Bergstrom International Airport.

THENCE, $N 69^{\circ} 44' 47''W$, 380.70 feet to sample point 121MW05 (a monitor well) found at an angle point;

THENCE, $N 33^{\circ} 30' 16'' W$, 207.72 feet to sample point 12144 found at an angle point;

THENCE, $N 22^{\circ} 42' 54'' W$, 214.97 feet to sample point 12143 found at an angle point;

THENCE, $N 44^{\circ} 49' 57'' E$, 199.81 feet to sample point 12142 found at an angle point;

THENCE, $N 42^{\circ} 51' 19'' E$, 192.69 feet to sample point 12141 found at an angle point;

THENCE, $N 30^{\circ} 38' 02'' E$, 210.02 feet to sample point 12140 found at an angle point;

THENCE, $N 83^{\circ} 51' 41'' E$, 207.45 feet to sample point 12139 found at the northernmost corner of this parcel;

THENCE, $S 04^{\circ} 57' 29'' E$, 100.43 feet to sample point 12138SS found at an angle point;

THENCE, $S 49^{\circ} 48' 57'' W$, 7.16 feet to sample point 121GR90 found at an angle point;

THENCE, S 01° 20' 26" E, 80.19 feet to sample point 121GR85 found at an angle point;
THENCE, S 00° 04' 13" E, 54.53 feet to sample point 121GR8001 found at an angle point;
THENCE, S 00° 30' 00" E, 72.60 feet to sample point 121GR7401 found at an angle point;
THENCE, S 00° 53' 44" W, 73.77 feet to sample point 121GR67 found at an angle point;
THENCE, S 02° 13' 41" E, 72.55 feet to sample point 121GR59 found at an angle point;
THENCE, S 17° 08' 50" E, 44.71 feet to sample point 121GR5104 found at an angle point;
THENCE, S 00° 31' 58" E, 49.36 feet to sample point 121GR5103 found at an angle point;
THENCE, S 06° 09' 32" W, 187.38 feet to sample point 12146 found at an angle point;
THENCE, S 07° 04' 59" W, 254.46 feet to the POINT OF BEGINNING, containing
8.961 acres (390,361 square feet) of land.

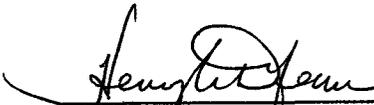
THE STATE OF TEXAS §
COUNTY OF TRAVIS §

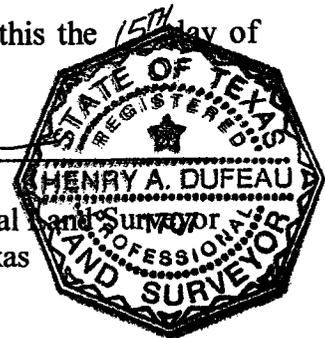
KNOW ALL MEN BY THESE PRESENTS:

I hereby certify that this field note description and sketch were prepared from an actual survey made on the ground under my supervision and represents points set at various periods in October 1996, May 1997 and 1998, July 1997 and June 1998.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of July, 2002.

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


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



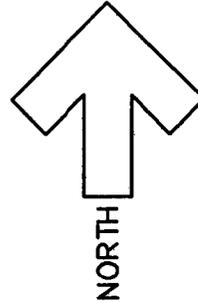
REFERENCES
TCAD # 0315310601
AUSTIN GRID N-16

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL C

SANTIAGO DEL VALLE TEN LEAGUE GRANT
ABSTRACT NO. 24

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



CITY OF AUSTIN
(942.078 AC.)
DOC. NO. 1999015688, O.P.R.T.C.

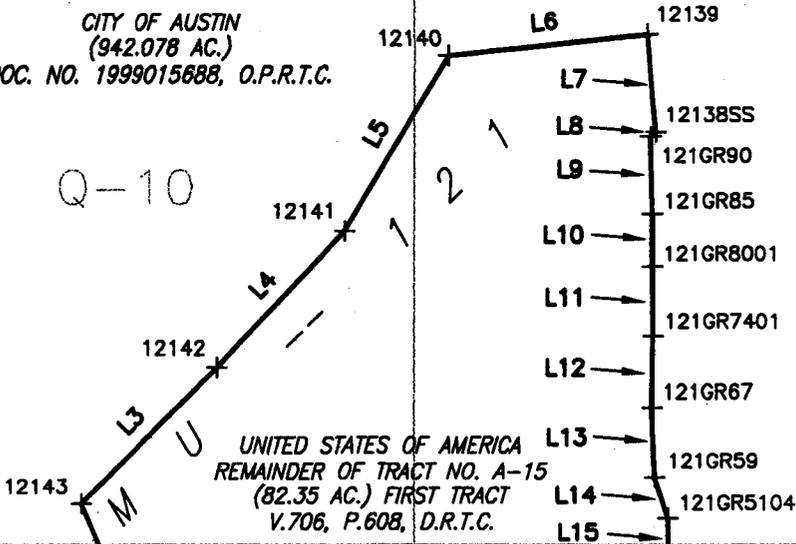
SCALE: 1" = 200'

Q-10

P-10

LINE TABLE

| No. | Bearing | Distance |
|-----|-------------|----------|
| L1 | N33°30'16"W | 207.72' |
| L2 | N22°42'54"W | 214.97' |
| L3 | N44°49'57"E | 199.81' |
| L4 | N42°51'19"E | 192.69' |
| L5 | N30°38'02"E | 210.02' |
| L6 | N83°51'41"E | 207.45' |
| L7 | S04°57'29"E | 100.43' |
| L8 | S49°48'57"W | 7.16' |
| L9 | S01°20'26"E | 80.19' |
| L10 | S00°04'13"E | 54.53' |
| L11 | S00°30'00"E | 72.60' |
| L12 | S00°53'44"W | 73.77' |
| L13 | S02°13'41"E | 72.55' |
| L14 | S17°08'50"E | 44.71' |
| L15 | S00°31'58"E | 49.36' |
| L16 | S06°09'32"W | 187.38' |



UNITED STATES OF AMERICA
REMAINDER OF TRACT NO. A-15
(82.35 AC.) FIRST TRACT
V.706, P.608, D.R.T.C.

RRS2 CLOSURE BOUNDARY
390,361 S.F.
8.961 AC.

P-11

N.100000.0000
E.10000.0000
BRONZE DISC FOUND
AT THE SOUTH END OF
WEST RUNWAY 17R-35L

CITY OF AUSTIN
(942.078 AC.)
DOC. NO. 1999015688, O.P.R.T.C.

POINT OF BEGINNING

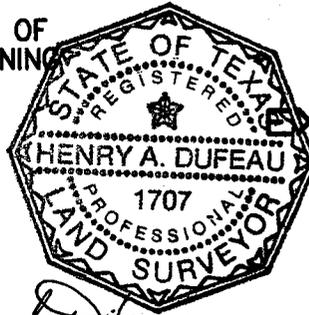


EXHIBIT "G"

DRAWING: 1597-3.DWG SCALE: 1"=200' DATE: 7-2-02
JOB # 15-97-02 DRAWN BY: G. LOPEZ

MACIAS & ASSOCIATES, INC.

LAND SURVEYORS



5410 SOUTH 1ST STREET

AUSTIN, TEXAS 78745 PH. (512)442-7875

FAX (512)442-7878 EMAIL: MACIASURVEY@EARTHLINK.NET

Henry A. Dufeu
Henry A. Dufeu
Registered Professional
Land Surveyor No. 1707

15 July 2002
Date:



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "A"
(PARCEL E)

United States of America
to
City of Austin

LEGAL DESCRIPTION

BEING A 10.697 ACRE PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS; ALSO BEING OUT OF TRACT NO. A-19, A 139.85 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 709, PAGE 67, DEED RECORDS OF SAID TRAVIS COUNTY; SAID 10.697 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at monitor well 7611-MW6, being the westernmost corner of this parcel, said point being S 70° 57' 52" E, 1790.41 feet from a brass disk found in the centerline of RUNWAY 17L/35R at the north end of said runway;

THENCE, N 50° 39' 14" E, 402.76 feet to monitor well 7611-MW12 found at the northernmost corner of this parcel;

THENCE, S 35° 12' 15" E, 1189.10 feet to the easternmost corner of this parcel;

THENCE, S 54° 47' 45" W, 401.71 feet to the southernmost corner of this parcel;

THENCE, N 35° 12' 15" W, 716.82 feet to a point on the east boundary of a 942.078 acre parcel, conveyed to the City of Austin by instrument of record in Document No. 1999015688, Official Public Records of Travis County, for an angle point;

THENCE, with the east and north boundary of said 942.078 acre parcel, the following two (2) courses:

- 1.) NORTH, 128.96 feet to the northeast corner of said 942.078 acre parcel, for a reentrant corner of this parcel;
- 2.) WEST, 90.99 feet to an angle point;

THENCE, N 35° 12' 15" W, at 33.85 feet, pass monitor well 7611-MW9, and continuing a total distance of 285.36 feet to the **POINT OF BEGINNING**, containing 10.697 acres of land.

BEARING BASIS NOTE

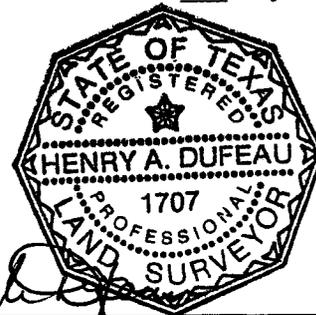
The bearings described herein are based on the Bergstrom Airport Coordinate System (BACS). The reference for this project is two brass disks in concrete found on the centerline of the west runway at the Austin – Bergstrom International Airport at an assumed bearing of NORTH.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1st day of MARCH, 2001.



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

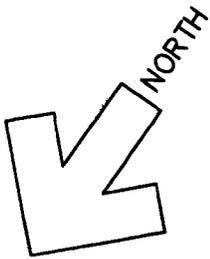
MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745-3040

REFERENCES

TCAD # 0315310601
AUSTIN GRID N-16

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

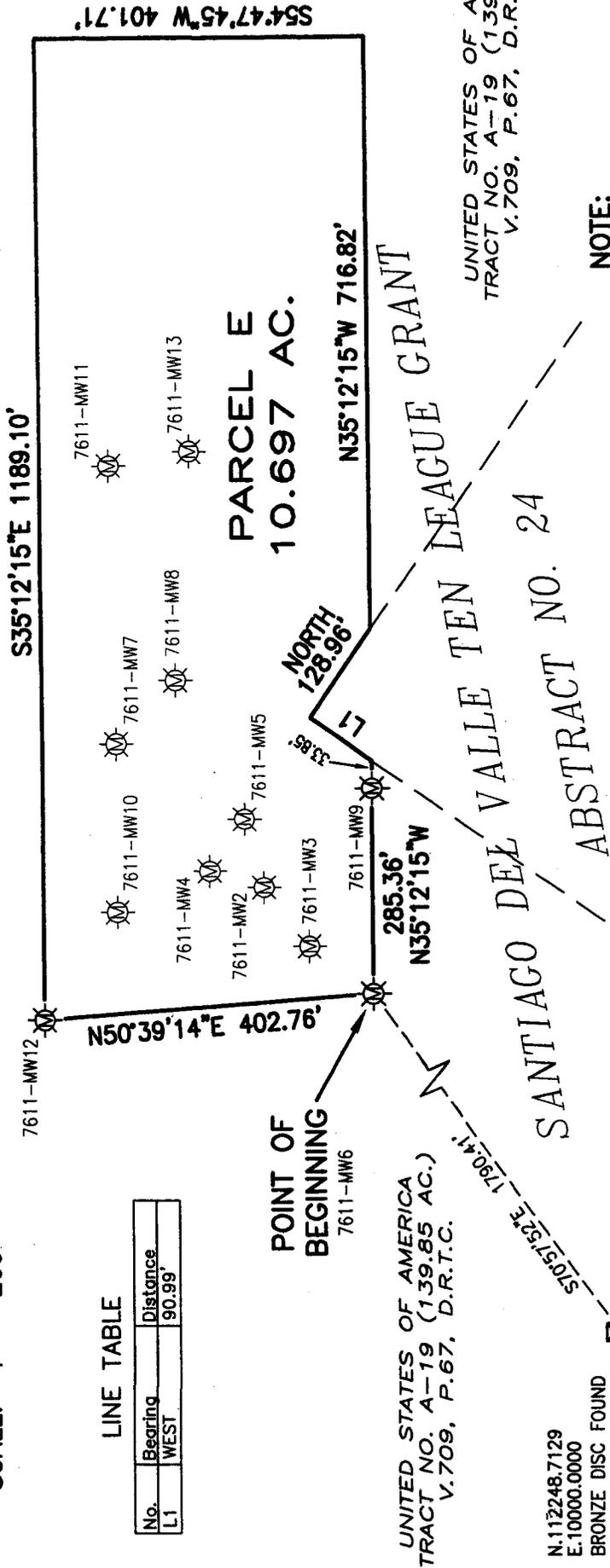
AUSTIN - BERGSTROM INTERNATIONAL AIRPORT
(FORMERLY BERGSTROM AIR FORCE BASE)



SCALE: 1" = 200'

LINE TABLE

| No. | Bearing | Distance |
|-----|---------|----------|
| L1 | WEST | 90.99' |



PARCEL E
10.697 AC.

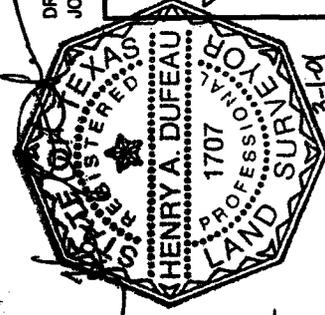
UNITED STATES OF AMERICA
TRACT NO. A-19 (139.85 AC.)
V.709, P.67, D.R.T.C.

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

N.11248.7129
E.10000.0000
BRONZE DISC FOUND
AT THE NORTH END OF
WEST RUNWAY 17R-35L

CITY OF AUSTIN
(942.078 AC.)
DOC. NO. 1999015688, O.P.R.T.C.

NOTE:
BEARINGS ARE BASED ON THE BERGSTROM
AIRPORT COORDINATE SYSTEM.



N.10000.0000
E.10000.0000
BRONZE DISC FOUND
AT THE SOUTH END OF
WEST RUNWAY 17R-35L

DRAWING: PARCEL-E.DWG
JOB # 15-91-00
SCALE: 1" = 200'
DRAWN BY: G. LOPEZ

REVISED: 2-24-01
DATE: 6-1-00

MACIAS & ASSOCIATES, INC.
LAND SURVEYORS
★ ★ ★ ★ ★
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876 EMAIL: MACIASURVEY@CARTELINK.NET





MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "T"

United States of America
to
City of Austin

(PARCEL I)
LEGAL DESCRIPTION

BEING A 0.018 ACRE PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24, TRAVIS COUNTY, TEXAS; ALSO BEING OUT OF TRACT NO. A-11, A 49.51 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 706, PAGE 573, DEED RECORDS OF SAID TRAVIS COUNTY; SAID 0.018 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at soil boring 218-SB5 found at the south corner of this parcel, said point being NORTH 2508.88 feet and EAST 2728.25 feet from a brass disk found in the centerline of RUNWAY 17R/35L at the south end of said runway;

THENCE, N 25° 18' 19" W, 32.54 feet to soil boring 218-SB2 found at the west corner of this parcel;

THENCE, N 56° 37' 54" E, 23.22 feet to soil boring 218-SB3 found at the north corner of this parcel;

THENCE, S 39° 49' 22" E, 25.55 feet to soil boring 218-SB4 found at the east of this parcel;

THENCE, S 44° 03' 30" W, 31.41 feet to the **POINT OF BEGINNING**, containing 0.018 acre of land.

BEARING BASIS NOTE

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

THE STATE OF TEXAS §

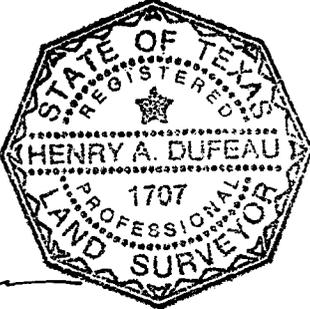
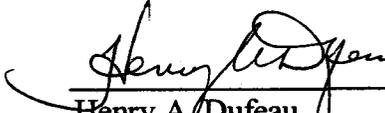
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of July, 2002.

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



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

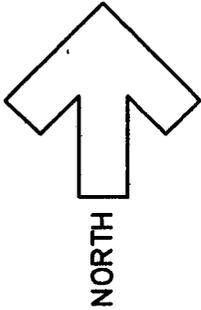
REFERENCES

TCAD # 0315310601
AUSTIN GRID N-16

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

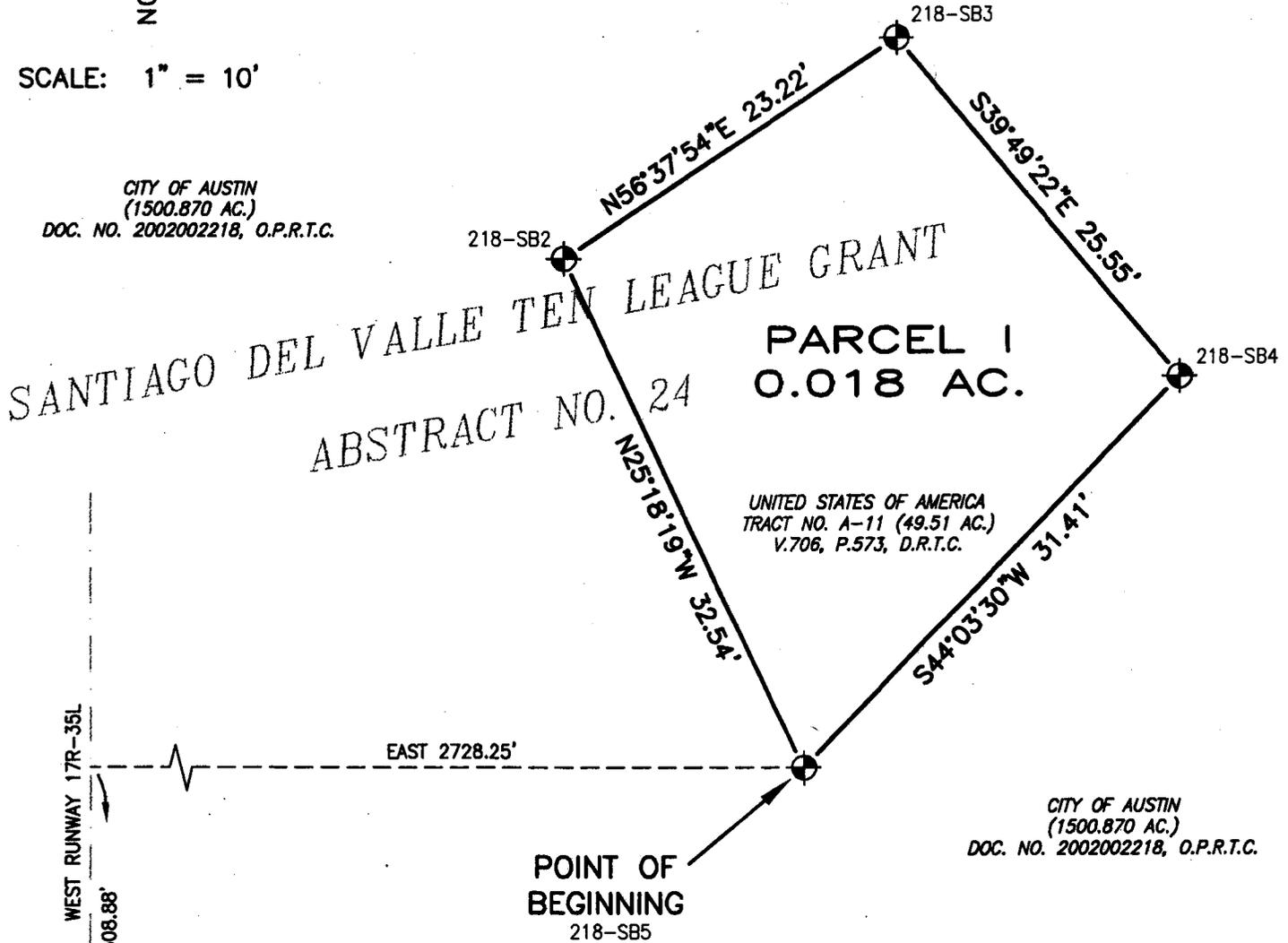
AUSTIN — BERGSTROM INTERNATIONAL AIRPORT

(FORMERLY BERGSTROM AIR FORCE BASE)



SCALE: 1" = 10'

CITY OF AUSTIN
(1500.870 AC.)
DOC. NO. 2002002218, O.P.R.T.C.



UNITED STATES OF AMERICA
TRACT NO. A-11 (49.51 AC.)
V.706, P.573, D.R.T.C.

CITY OF AUSTIN
(1500.870 AC.)
DOC. NO. 2002002218, O.P.R.T.C.

WEST RUNWAY 17R-35L
2508.88'
NORTH

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

POINT OF
BEGINNING
218-SB5

NOTE:

BEARINGS ARE BASED ON THE BERGSTROM
AIRPORT COORDINATE SYSTEM.

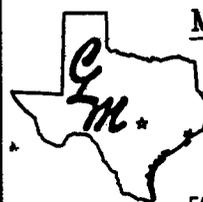
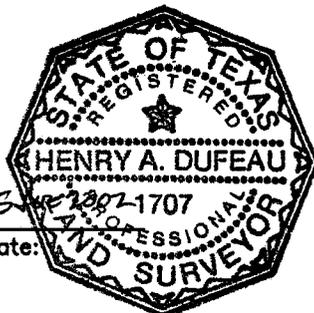
EXHIBIT "1"

DRAWING: 1597-5.DWG
JOB # 15-97-02

SCALE: 1" = 10'
DRAWN BY: G. LOPEZ

DATE: 7-2-02

Henry A. Dufeu
Registered Professional
Land Surveyor No. 1707



MACIAS & ASSOCIATES, INC.

LAND SURVEYORS



5410 SOUTH 1ST STREET

AUSTIN, TEXAS 78745 PH. (512)442-7875

FAX (512)442-7876 EMAIL: MACIASURVEY@EARTHLINK.NET

EXHIBIT B
NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby given that the tables and information provided below from the Basewide Environmental Baseline Survey (BEBS) and its Supplement (SEBS) contain a notice of hazardous substances that have been stored on the property and the dates that such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

| Substance | Regulatory Synonym(s) | CAS No. | Quantity Used | Constituents | Percent | Hazardous Waste ID No. | Remarks |
|--|---|-----------|-----------------|--|--------------------------|------------------------|--|
| Methanol | Methyl Alcohol; Columbia Spirits; Wood Alcohol; Wood Spirits | 67-56-1 | 1,600 lbs/yr | Methanol | 100 | U154 | Used in Bldg 635, WP 042A. NSN 6810-00-024-8353. Dates unknown |
| Cleaning Compound, Aircraft Surface | | 7732-18-5 | 2,502 lbs/yr | Detergents Emulsifier Alkaline Builders Water Soluble Solvents Water | 11 11 1 6 71 | | Used in Bldg 635, WP 042A. NSN 6850-00-935-0995. Dates unknown |

NOTICE OF HAZARDOUS SUBSTANCES RELEASED OR DISPOSED OF

Notice is hereby provided that the information set out below from the SEBS provides notice of hazardous substances that are known to have been released or disposed of on the former Bergstrom AFB property. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

All necessary remedial actions, including required investigations and removal actions, as applicable, have been taken at the below list sites, and have received regulatory concurrence.

| Location | Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/pounds) | Date | EPA HW ID # | Response |
|-----------------|-----------------------------|--|---------------------|----------------------|----------------|-------------|---|
| SWMU 122 | Lead | | 7439-92-1 | Unknown | Unknown | D008 | Parcel A, former Sheet & Trap Range. Soil remediation meets RRS 2 non-residential soil criteria. Deed certification, with no post closure care required, per TNRCC letter June 8, 2001. |
| | Barium | | 7440-39-3 | Unknown | Unknown | D005 | |
| | Benzo(a)pyrene | 3, 4-Benzopyrene | 50-32-8 | Unknown | Unknown | U022 | |
| | Bis(2-ethylhexyl) phthalate | Di (2-ethylhexyl) phthalate; DEHP | 117-81-7 | Unknown | Unknown | U028 | |
| | Cadmium | | 7440-43-9 | Unknown | Unknown | D019 | |
| | Hexachloroethane | Ethane, hexachloro- | 67-72-1 | Unknown | Unknown | U131 | Parcel B, former Alleged Solvent Disposal Area. Soil remediation meets RRS 3 non-residential, and groundwater meets RRS 2 non-residential. Site will require institutional controls. Deed certification, with post closure care required, per TCEQ letter |
| | Lead | | 7439-92-1 | Unknown | Unknown | D008 | |
| | Selenium | | 7782-49-2 | Unknown | Unknown | D010 | |
| | Tetrachloroethene | Tetrachloroethylene; | | | Unknown | U210 | |
| | Pentachloroethene | Pentachloroethylene | | | Unknown | U210 | |
| SWMU #121 & 205 | Lead | | 7439-92-1 | Unknown | 1950's to 1994 | D008 | Parcel C, former Small Arms and Rifle Ranges. Soil remediation attained RRS 2 non-residential. Deed certification, with no post closure care required, per TNRCC letter June 8, 2001. |
| | 1,2-Dibromo-3-chloropropane | Propane, 1,2-Dibromo-3-chloro- | 96-12-8 | Unknown | Unknown | U066 | |
| SWMU #76-03 | 1,2-Dichlorobenzene | o-dichlorobenzene | 95-50-1 | Unknown | Unknown | U070 | |
| | 1,2,3-Trichlorobenzene | | 87-61-6 | Unknown | Unknown | | |
| | 1,2,4-Trichlorobenzene | | 95-63-6 | Unknown | Unknown | | |
| | 1,3,5-Trimethylbenzene | Mesitylene | 108-67-8 | Unknown | Unknown | | |
| | 1,4-Dichlorobenzene | p-dichlorobenzene | 106-46-7 | Unknown | Unknown | U072 | |
| | 2-Methylnaphthalene | | | Unknown | Unknown | | |
| | Anthracene | | 120-12-7 | Unknown | Unknown | | |
| | Aminopyrene | | 7440-36-0 | Unknown | Unknown | | |
| | Arsenic | | 7440-38-2 | Unknown | Unknown | D004 | |
| | Barium | | 7440-39-3 | Unknown | Unknown | D005 | |
| | Benzene | | 71-43-2 | Unknown | Unknown | U019 | |
| | Bis(2-ethylhexyl) phthalate | Di (2-ethylhexyl) phthalate; DEHP | 117-81-7 | Unknown | Unknown | U028 | |
| | Bromodichloromethane | Dichlorobromomethane | 75-27-4 | Unknown | Unknown | | |
| | Carbon Disulfide | | 75-15-0 | Unknown | Unknown | P022 | |
| | Chloroform | Methane, trichloro- | 67-66-3 | Unknown | Unknown | U044 | |
| | Chloromethane | Methyl chloride | 74-87-3 | Unknown | Unknown | U045 | |
| | Chromium | | 7440-47-3 | Unknown | Unknown | D007 | |
| | cis-1,2-Dichloroethylene | Ethene, 1,2-dichloro-(E) | 156-60-5 | Unknown | Unknown | U079 | |
| | Dibenzofuran | | 132-64-9 | Unknown | Unknown | | |
| | Dibromochloromethane | Chlorodibromomethane | 124-48-1 | Unknown | Unknown | | |
| | Dimethyl phthalate | 1,2-Benzenedicarboxylic acid, dimethyl ester | 131-11-3 | Unknown | Unknown | U102 | Parcel E, former Vehicle Refueling Maintenance Facility. Soil remediation attained RRS 2 non-residential. Deed certification, with no post closure care required, per TNRCC letter April 11, 2002. |
| | Di-n-butyl phthalate | Dibutyl phthalate | 84-74-2 | Unknown | Unknown | U069 | |
| | Ethylbenzene | 1,2-Benzenedicarboxylic acid, dibutyl ester | | | Unknown | | |
| | Fluorene | | 100-41-4 | Unknown | Unknown | | |
| | Isopropylbenzene | Cumene | 86-73-7 | Unknown | Unknown | | |
| | Lead | | 98-82-8 | Unknown | Unknown | U055 | |
| | m,p-Xylene (Sum of Isomers) | Benzene, m-dimethyl | 7439-92-1 | Unknown | Unknown | D008 | |
| n-Butylbenzene | Benzene, p-dimethyl | 108-38-3 | Unknown | Unknown | U239 | | |
| n-Propylbenzene | | 106-42-3 | Unknown | Unknown | U239 | | |
| Naphthalene | | 104-51-8 | Unknown | Unknown | | | |
| Nickel | | 103-65-11 | Unknown | Unknown | | | |
| | | 91-20-3 | Unknown | Unknown | | | |
| | | 7440-02-0 | Unknown | Unknown | | | |

| Location | Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/pounds) | Date | EPA HW ID # | Response |
|------------------------------|-----------------------------------|---------------------------|---------------------|----------------------|---------|-------------|---|
| SWMU 28 and 208 | o-Xylene | Benzene, 0-dimethyl | 95-47-6 | Unknown | Unknown | U239 | |
| | p-Isopropyltoluene | | | Unknown | Unknown | | |
| | Phenanthrene | | 85-01-8 | Unknown | Unknown | | |
| | Pyrene | | 129-00-0 | Unknown | Unknown | | |
| | sec-Butylbenzene | | 135-98-8 | Unknown | Unknown | | |
| | tert-Butylbenzene | | 98-06-6 | Unknown | Unknown | | |
| | Toluene | | 108-88-3 | Unknown | Unknown | U220 | |
| | Total Petroleum Hydrocarbons | TPH | | Unknown | Unknown | | |
| | Trans-1,2-Dichloroethene | Ethene, 1,2-dichloro- (E) | 156-60-5 | Unknown | Unknown | U079 | |
| | Trichloroethylene | Trichloroethene, TCE | 79-01-6 | Unknown | Unknown | U228 | |
| | Zinc | | 7440-66-6 | Unknown | Unknown | | |
| | Barium | | 7440-39-3 | Unknown | Unknown | N/A | |
| | Chromium | | 7440-47-3 | Unknown | Unknown | | |
| | Lead | | 7439-92-1 | Unknown | Unknown | | |
| | Zinc | | 7440-66-6 | Unknown | Unknown | | |
| | 4,4' DDT | | 50-29-3 | Unknown | Unknown | | |
| | Aldrin | | 309-00-2 | Unknown | Unknown | | |
| | Dieldrin | | 60-57-1 | Unknown | Unknown | | |
| | Endosulfan sulfate | | 115-29-7 | Unknown | Unknown | | |
| | Acetone | | 67-64-1 | Unknown | Unknown | | |
| Ethylbenzene | | 100-41-4 | Unknown | Unknown | | | |
| Methylene chloride | | 75-09-2 | Unknown | Unknown | | | |
| Toluene | | 108-88-3 | Unknown | Unknown | | | |
| Xylenes | | 1330-20-7 | Unknown | Unknown | | | |
| 2-Methylnaphthalene | | 91-57-6 | Unknown | Unknown | | | |
| Di-n-butyl phthalate | | 84-74-2 | Unknown | Unknown | | | |
| Bis (2-ethylhexyl phthalate) | | 117-81-7 | Unknown | Unknown | | | |
| Copper | | 7440508 | Unknown | Unknown | | | |
| Acetone | | 67641 | Unknown | Unknown | | | |
| Methylene Chloride | | 75092 | Unknown | Unknown | | | |
| Benzo(a)anthracene | | 56553 | Unknown | Unknown | | | |
| Benzo(a)pyrene | | 50328 | Unknown | Unknown | | | |
| Benzo(a)fluoranthene | | 205992 | Unknown | Unknown | | | |
| Benzo(g,h,i)perylene | | 191642 | Unknown | Unknown | | | |
| Chrysene | | 218019 | Unknown | Unknown | | | |
| Ideno(1,2,3-cd)pyrene | | 193393 | Unknown | Unknown | | | |
| Phenanthrene | | 85018 | Unknown | Unknown | | | |
| Pyrene | | 129000 | Unknown | Unknown | | | |
| Bis(2-ethylhexyl)phthalate | | 117817 | Unknown | Unknown | | | |
| Butylbenzylphthalate | | 85687 | Unknown | Unknown | | | |
| Fluorene | | 86737 | Unknown | Unknown | | | |
| 2-Methylnaphthalene | | 91-57-6 | Unknown | Unknown | | | |
| Naphthalene | | 91203 | Unknown | Unknown | | | |
| Phenol | | 108952 | Unknown | Unknown | | | |
| Acenaphthene | | 83329 | Unknown | Unknown | | | |
| Acenaphthylene | | 208968 | Unknown | Unknown | | | |
| 4-chloroaniline | | 106478 | Unknown | Unknown | | | |
| Dibenzofuran | | 132849 | Unknown | Unknown | | | |
| Dibenz(o,h)anthracene | | 53703 | Unknown | Unknown | | | |
| 1,2,4-Trimethylbenzene | | 95-63-6 | Unknown | Unknown | | | |
| 1,3,5-Trimethylbenzene | Mesitylene | 108-67-8 | Unknown | Unknown | | | |
| 2-Methylnaphthalene | | | Unknown | Unknown | | | |
| Acetone | | 67-64-1 | Unknown | Unknown | U002 | | |
| Bis(2-ethylhexyl)phthalate | Di (2-ethylhexyl) phthalate; DEHP | 117-81-7 | Unknown | Unknown | U028 | | |
| Cadmium | | 7440-43-9 | Unknown | Unknown | D006 | | |
| Chlorobenzene | | 7439-92-1 | Unknown | Unknown | U037 | | |
| Lead | | 7439-92-1 | Unknown | Unknown | D008 | | |
| SWMU 77-34 | | | | | | | Parcel E, Facility 603 Washrack. Soil remediation attained RRS 1 non-residential soil criteria. Deed certification not required per TCEQ 30 TAC 335. |
| | | | | | | | Parcel E, Facility 603 Washrack. Soil remediation attained RRS 1 non-residential soil criteria. Deed certification not required per TCEQ 30 TAC 335. |
| Grease Trap Near SWMU #218 | | | | | | | Parcel I, Grease Trap near SWMU 218. Soil remediation attained RRS 2 non-residential. Deed certification, with no post closure care required, per TNRC letter April 10, 2002. |

| Location | Substance | Regulatory Synonym(s) | CAS Registry Number | Quantity (kg/pounds) | Date | EPA HW ID # | Response |
|----------|--------------------|-----------------------|---------------------|----------------------|---------|-------------|----------|
| | Methylene chloride | Dichloromethane | 75-09-2 | Unknown | Unknown | U080 | |
| | Naphthalene | | 91-20-3 | Unknown | Unknown | U165 | |
| | Toluene | | 108-88-3 | Unknown | Unknown | U220 | |

EXHIBIT D

Environmental Use Restriction on 4.1 acres of Parcel E

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

ATTACHMENT 5 - 4

**PARCEL E
THE FORMER REFUELING VEHICLE MAINTENANCE SHOP**

STATE OF TEXAS
TRAVIS COUNTY

INDUSTRIAL SOLID WASTE
CERTIFICATION OF REMEDIATION
(SWMU 76-03, Former Vehicle Refueling Maintenance Facility 635's
Sanitary Sewer Lateral)

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Natural Resource Conservation Commission (TNRCC) pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Travis County, Texas in compliance with the recordation requirements of said rules:

I

Department of the Air Force has performed a remediation of the land described herein. A copy of the Notice of Registration (No. 66002), including a description of the facility, is attached hereto and is made part of this filing. A list of the known waste constituents, including known concentrations (i.e., soil and ground water, if applicable), which have been left in place, is attached hereto and is made part of this filing. Further information concerning this matter may be found by an examination of company records or in the Notice of Registration (No. 66002) files, which are available for inspection upon request at the central office of the TNRCC in Austin, Texas.

The TNRCC derives its authority to review the remediation of this tract of land from the Texas Solid Waste Disposal Act, §361.002, Texas Health and Safety code, Chapter 361, which enables the TNRCC to promulgate closure and remediation standards to safeguard the health, welfare and physical property of the people of the State and to protect the environment by controlling the management of solid waste. In addition, pursuant to the Texas Water Code, §5.012 and §5.013, Texas Water Code, Annotated, Chapter 5, the TNRCC is given primary responsibility for implementing the laws of the State of Texas relating to water and shall adopt any rules necessary to carry out its powers and duties under the Texas Water Code. In accordance with this authority, the TNRCC requires certain persons to provide certification and/or recordation in the real property records to notify the public of the conditions of the land and/or the occurrence of remediation. This deed certification is not a representation or warranty by the TNRCC of the suitability of this land for any purpose, nor does it constitute any guarantee by the TNRCC that the remediation standards specified in this certification have been met by the Department of the Air Force

II

Being a 4.100-acre parcel of land out of the Santiago Del Valle Ten League Grant, Abstract 24, Travis County, Texas; also being out of a Tract No. A-19, a 139.85-acre parcel conveyed to the United States of America by instrument of record in Volume 709, Page 67, Deed Records of said Travis County; said 4.100-acre parcel as shown on the accompanying sketch, is more particularly described by metes and bounds as follows:

BEGINNING at monitor well 7611-MW6, being the westernmost corner of this parcel; also being S 70° 57' 52" E, 1790.41 feet from a brass disk found in the centerline of RUNWAY 17R/35L at the north end of said runway; thence, N 50° 39' 14" E, 402.76 feet to monitor well 7611-MW12 found at the northernmost corner of this parcel; thence, S 20° 11' 42" E, 348.27 feet to monitor well 7611-MW7 found at an angle point; thence, S36° 10' 03" E, 335.82 feet to monitor well 7611-MW11 found at the easternmost corner of this parcel; thence, S 44° 56' 34" W, 99.04 feet to monitor well 7611-MW13 found at the southernmost corner of this parcel; thence, N 63° 27' 51" W, 340.27 feet to a point on the east boundary of a 942.078 acre parcel conveyed to the City of Austin by instrument of record in Document No. 1999015688, Official Public Record of Travis County, for an angle point; thence, with the east and north boundary of said 942.078 acre parcel, the following two (2) courses:

- 1.) NORTH, 27.52 feet to a northeast corner of said 942.078 acre parcel, for a reentrant corner of this parcel;
 - 2.) WEST, 55.12 feet to an angle point;
- Thence, N 63° 27' 51" W, 61.91 feet to monitor well 7611-MW9 found at an angle point; thence, N 35° 12' 15" W, 251.51 feet to the POINT OF BEGINNING, containing 4.100 acres of land.

Contaminants deposited hereon have been remediated to meet non-residential (i.e., industrial soil criteria, in accordance with a plan designed to meet the TNRCC requirements in 30 Texas Administrative Code, §335.555), which mandates that the remedy be designed to eliminate substantial present and future risk such that no post-closure care or engineering or institutional control measures are required to protect human health and the environment. Future land use is considered suitable for non-residential purposes in accordance with risk reduction standards applicable at the time of this filing. Future land use is intended to be non-residential.

In accordance with the requirements for Standard 2 cleanups where the remedy is based upon nonresidential ground-water criteria, the current owner has undertaken actions necessary to protect human health or the environment in accordance with the rules of the TNRCC.

EXHIBIT D

Environmental Use Restriction on 4.1 acres of Parcel E

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



MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit "A"
SWMU 76-03
RRS2 Closure Boundary

Austin Bergstrom International Airport
(Formerly Bergstrom Air Force Base)
Austin, Texas

LEGAL DESCRIPTION

BEING A 4.100 ACRE PARCEL OF LAND OUT OF THE SANTIAGO DEL VALLE TEN LEAGUE GRANT, ABSTRACT NO. 24 TRAVIS COUNTY, TEXAS, ALSO BEING OUT OF TRACT NO. A-19, A 139.85 ACRE PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT OF RECORD IN VOLUME 709, PAGE 67, DEED RECORDS OF SAID TRAVIS COUNTY; SAID 4.100 ACRE PARCEL AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at monitor well 7611-MW6, being the westernmost corner of this parcel; also being S 70° 57' 52" E, 1790.41 feet from a brass disk found in the centerline of RUNWAY 17R/35L at the north end of said runway;

THENCE, N 50° 39' 14" E, 402.76 feet to monitor well 7611-MW12 found at the northernmost corner of this parcel;

THENCE, S 20° 11' 42" E, 348.27 feet to monitor well 7611-MW7 found at an angle point;

THENCE, S 36° 10' 03" E, 335.82 feet to monitor well 7611-MW11 found at the easternmost corner of this parcel;

THENCE, S 44° 56' 34" W, 99.04 feet to monitor well 7611-MW13 found at the southernmost corner of this parcel;

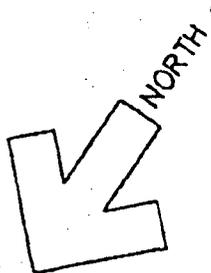
THENCE, N 63° 27' 51" W, 340.27 feet to a point on the east boundary of a 942.078 acre parcel conveyed to the City of Austin by instrument of record in Document No. 1999015688, Official Public Record of Travis County, for an angle point;

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SMWU 76-03

AUSTIN - BERGSTROM INTERNATIONAL AIRPORT

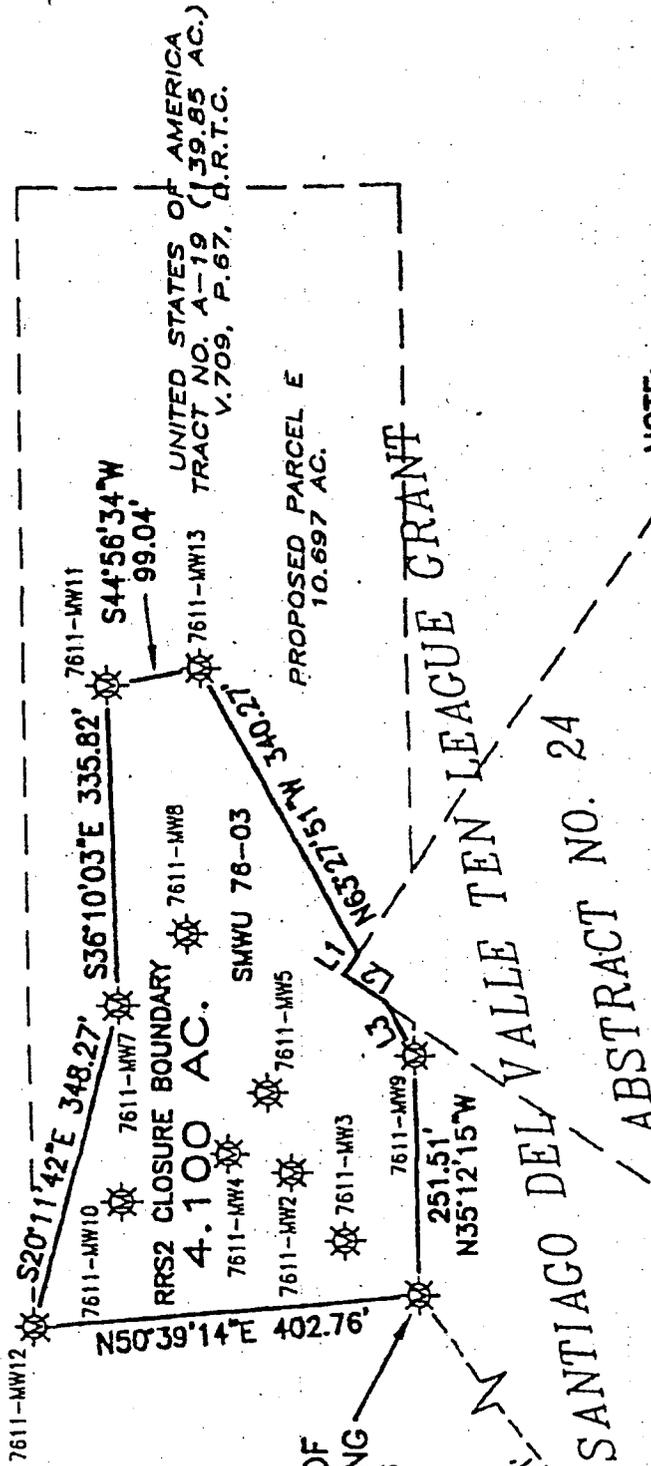
(FORMERLY BERGSTROM AIR FORCE BASE)



SCALE: 1" = 200'

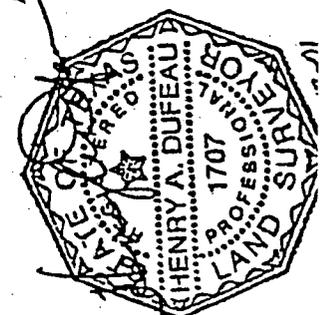
LINE TABLE

| No. | Bearing | Distance |
|-----|-------------|----------|
| L1 | NORTH | 27.52' |
| L2 | WEST | 55.12' |
| L3 | N63°27'51"W | 61.91' |



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

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



NOTE:

BEARINGS ARE BASED ON THE BERGSTROM
AIRPORT COORDINATE SYSTEM.

CITY OF AUSTIN
(942.078 AC.)
DOC. NO. 1999015688, O.P.R.T.C.

REVISED: 2-24-01
DATE: 6-21-00

SCALE: 1" = 200'
DRAWN BY: G. LOPEZ

DRAWING: 27403.DWG
JOB # 274-03-01

MACIAS & ASSOCIATES, INC.
LAND SURVEYORS

AUSTIN, TEXAS 78746 PH. (512)442-7875
5410 SOUTH 1ST STREET

N.100000.0000
E.10000.0000
BRONZE DISC FOUND
AT THE SOUTH END OF
WEST RUNWAY 17R-35L

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 May 25 04:13 PM 2004100128

GONZALES \$88.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

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