

*Parcel 7*

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

This Deed made this 27th day of July, 2001, 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 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, 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 described in Exhibit "A" of this Deed Without Warranty and situated in Travis County, Texas.

**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 is found to be necessary after the date of conveyance of the herein described 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 aforesaid Property, except in the event of imminent and substantial endangerment to human health or the environment) to enter upon the herein described land and conduct investigations and surveys, to include without limitation, 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.

**AND FURTHER RESERVING UNTO THE GRANTOR**, the right to install, maintain and operate groundwater-monitoring wells required by the Grantor in furtherance of its remedial and/or corrective actions on the Property. The location of monitoring wells currently located on the Property is attached hereto as Exhibit "B" hereto. Included in this reservation, is the right of ingress and egress over and through the Property for the purposes of accessing these wells, as well as the right to remove any obstructions or impediments. The Grantor further reserves the right to install additional wells on the Property, including but not limited to monitoring and extraction wells, for the purposes of furthering the remedial and/or corrective actions of the Grantor. In placing any additional wells and associated piping on the Property, the Grantor will make every effort, where technically and economically feasible, to minimize disturbance of the Grantee's use and enjoyment of the Property.

**AND FURTHER RESERVING UNTO THE GRANTOR** (and its designated agents), the right of access to the described property at reasonable times to perform necessary monitoring or in any case in which further remedial action or operation and maintenance of remedial systems is found to be necessary, except in the cases of

imminent or substantial endangerment to human health or the environment, in which case the Grantor (and its designated agents) shall have immediate access to the Property.

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

a. Condition of the Property.

(1) 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.

(2) 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.

b. Grantor covenants and agrees as follows:

(1) 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:

(a) The Grantor has made a complete search of its files and records. Exhibit "C" contains a table with the name 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 and 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) that such storage, release, or disposal took place.

(b) A description of the remedial actions taken on the Property regarding hazardous substances is contained in Exhibit "D."

(2) The United States covenants and warrants 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 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

shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this covenant, 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.

c. 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 334.206. Copies of the said use restrictions specifying the affected areas are attached hereto as Exhibit "E." 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.

d. 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.

e. The following requirements and restrictions are placed in this Deed Without Warranty to protect the integrity of the soil and groundwater contamination on the deeded property, as well as the integrity of the soil and groundwater contamination on adjacent property and their respective remediation treatment systems.

(1) The Grantee and its successors and assigns shall be prohibited from extracting the ground water 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 the Property without the prior approval of the Grantor for maintaining surface vegetation and for fire prevention or other bona fide emergency.

(2) 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 the Property or on adjacent property, prior to either undertaking any activity involving the extraction or injection of water on the Property, Grantee or its successors and assigns, or the lessee, or other occupant of all or any portion of the Property 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.

(3) Grantor will promptly review the Grantee 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 party 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.

f. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee 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 asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

g. Wetlands.

(1) The Property contains wetlands protected under State and Federal laws and regulations. Applicable laws and regulations restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; dams and dikes.

(2) The Grantee covenants and agrees, on behalf of itself, its successors and assigns, that in their use and occupancy of the Property they will comply with all Federal, State, and local laws minimizing the destruction, loss or degradation of wetlands within the Property herein described. Before locating new construction in wetlands, the Grantee or its successors and assigns shall contact the United States Army Corps of Engineers and obtain a permit or waivers under Section 404 of the Clean Water Act. For purposes of this Condition, the term "new construction" includes structures, facilities, draining, dredging, channeling, filling, diking, impounding and related activities.

h. 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.

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

Exhibit A	Legal Description of Property Conveyed
Exhibit B	Location of Monitoring Wells
Exhibit C	Hazardous Substances Stored or Released on Property
Exhibit D	Remedial Actions Taken on Property
Exhibit E	Notice of Use Restrictions

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



ACCEPTANCE

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

Executed this 2 day of August, 2001.

(OFFICIAL SEAL)

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

Attest: \_\_\_\_\_  
By: \_\_\_\_\_

Certificate of Grantee's Attorney

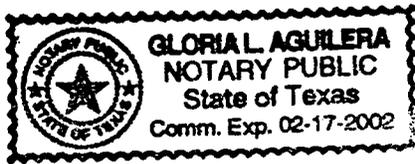
I, Patrick G. Rehmet, acting as Attorney for the City of Austin, herein referred to as the "Grantee" do hereby certify: That I have examined the foregoing Deed Without Warranty and the proceedings taken by the Grantee relating thereto, and find that the acceptance thereof by the Grantee has been duly 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 2<sup>nd</sup> day of August, 2001.

By: Patrick G. Rehmet  
Title: Assistant City Attorney

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

On the 2 day of August, 2001, before me, Gloria L. Aguilera  
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, City of Austin, 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.



Gloria L. Aguilera  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_, \_\_\_\_\_

After recorded, please return a copy to:

Air Base Conversion Agency/DC  
ATTN: Mr. Gene Aefsky  
1400 Key Blvd, 4th Floor  
Arlington, VA 22209-2802

Parcel 7 Use Restrictions Exhibit "E"

Note: Maybe we need to show those areas? RR52

GW — Net extraction of ground water

Add Wetlands

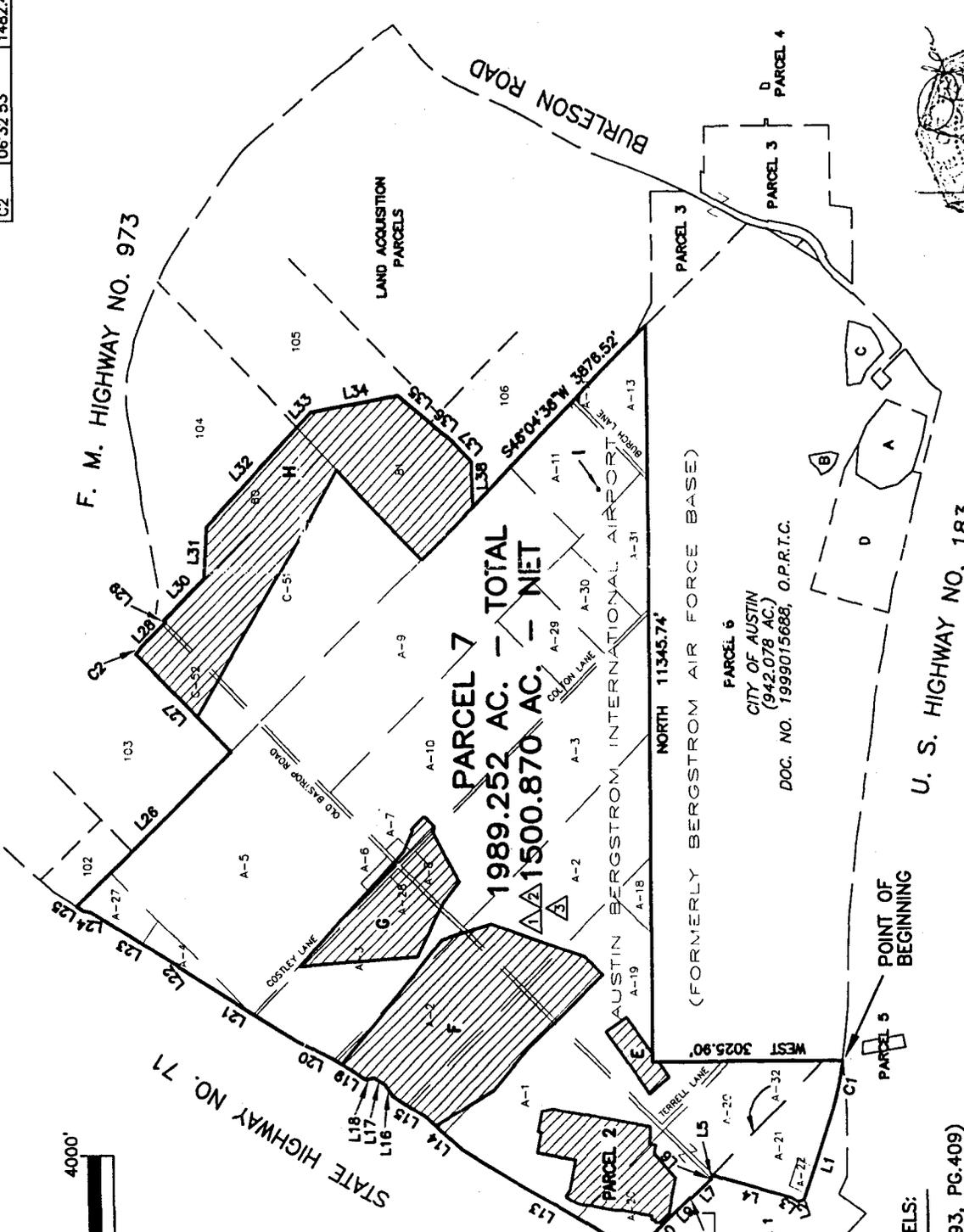
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE

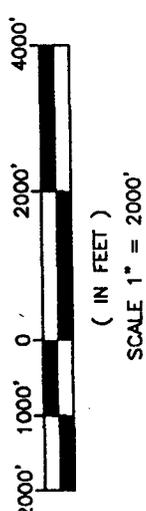
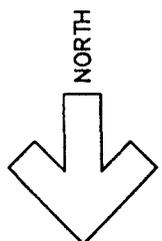
No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°28'19"	5679.58	937.93	113.11	N13°11'47"E
C2	06°32'53"	1482.40	169.42	169.33	S37°25'48"W

LINE TABLE

No.	Bearing	Distance
L1	N17°55'57"E	1367.31'
L2	N73°23'36"E	114.33'
L3	S52°42'31"E	113.30'
L4	S72°50'47"E	1302.52'
L5	N45°51'30"E	60.00'
L6	N44°50'30"W	20.00'
L7	N45°09'30"E	465.13'
L8	S44°50'30"E	20.00'
L9	N45°09'30"E	370.00'
L10	N45°09'30"E	738.71'
L11	S58°29'50"E	34.94'
L12	N46°16'06"E	149.71'
L13	S58°10'28"E	3174.44'
L14	S47°23'55"E	815.74'
L15	S58°11'43"E	600.18'
L16	S35°21'42"E	206.16'
L17	S58°11'43"E	210.00'
L18	N76°48'17"E	127.28'
L19	S58°17'05"E	609.73'
L20	S63°01'46"E	602.76'
L21	S58°16'02"E	2249.94'
L22	S36°18'28"E	53.81'
L23	S58°16'05"E	1599.65'
L24	S80°30'24"E	107.64'
L25	S57°52'51"E	134.56'
L26	S46°03'09"W	3441.19'
L27	S45°00'25"E	2126.78'
L28	S45°17'16"W	523.70'
L29	S44°52'29"E	42.51'
L30	S45°29'26"W	907.34'
L31	S03°12'23"W	822.07'
L32	S45°09'27"W	2072.04'
L33	S45°16'05"W	310.90'
L34	S80°09'04"W	1411.87'
L35	N51°24'06"W	654.43'
L36	N51°18'05"W	435.30'
L37	N44°54'38"W	435.44'
L38	N01°33'53"W	670.83'



**PARCEL 7**  
1989.252 AC. - TOTAL  
1500.870 AC. - NET



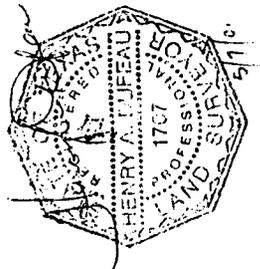
- ADJOINERS:**
- PARCEL 1 (VOL.12952, PG.603)
  - PARCEL 100 (DOC. NO. 1999068964)
  - PARCEL 101 (VOL.10958, PG.292)
  - PARCEL 102 (VOL.8387, PG.120)
  - PARCEL 103 (VOL.5314, PG.1084)
  - PARCEL 104 (VOL.12385, PG.460)
  - PARCEL 105 (VOL.12384, PG.1015)
  - PARCEL 106 (VOL.12683, PG.776)
  - PARCEL 6 (DOC. NO. 1999015688)

**SAVE & EXCEPT PARCELS:**

- PARCEL 2 58.146 AC. (VOL.13193, PG.409)
- PARCEL E 10.697 AC.
- PARCEL F 157.876 AC.
- PARCEL G 58.959 AC.
- PARCEL H 202.686 AC.
- PARCEL I 0.018 AC.
- TOTALS 488.382 AC.**

**NOTES:**

BEARINGS ARE BASED ON THE BERGSTROM AIRPORT COORDINATE SYSTEM (BACS).  
SEE SEPARATE SHEETS FOR LEGAL DESCRIPTIONS OF PARCEL 7 AND SAVE & EXCEPT PARCELS.



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

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

REVISIONS:  
 Δ REVISED: 5-7-01  
 Δ REVISED: 5-3-01  
 Δ REVISED: 2-26-01  
 SCALE: 1" = 2000'  
 DATE: 7-7-00  
 DRAWING: TRANSFER.DWG  
 DRAWN BY: G. LOPEZ  
 JOB # 15-84-00