

STATE OF TEXAS

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COUNTY OF TRAVIS

SPECIAL WARRANTY DEED

LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation ("**Grantor**"), whose address is 1300 S. Mopac Expressway, Austin, Texas 78746, for good and valuable consideration, the receipt of which is hereby acknowledged, GRANTS AND CONVEYS to the CITY OF AUSTIN, a home rule city and municipal corporation ("**Grantee**"), whose address is P. O. Box 1088, Austin, Texas 78767, that certain tract or parcel of real property located in the City of Austin, Travis County, Texas, described by metes and bounds in the attached **Exhibit "A"** (the "**Property**"); provided, however, this conveyance is made subject to all easements, exceptions, covenants, conditions, restrictions, reservations, and rights appearing of record, and subject to the access and utility easements, and public purposes restriction provided for in this Deed.

TO HAVE AND TO HOLD the **Property** described herein, together with all the rights and appurtenances lawfully accompanying it, by **Grantee** and **Grantee's** successors and assigns forever. Grantor binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND the **Property** against every person lawfully claiming or to claim all or any part of the **Property** by, through, or under Grantor, but not otherwise.

Grantor reserves for itself and its successors and assigns an access easement (the "**Access Easement**") across the **Property** for the purpose of providing ingress and egress to and from the tract of land owned by Grantor adjacent to the north boundary line of the **Property** (the "**LIC Property**"). The Access Easement shall be located and configured in such a manner as to permit two-lane vehicular access from the easements dedicated by implication across the Sand Beach Reserve in Cause No. 472,213 in the 201st Judicial District Court of Travis County, Texas, affirmed by the Third Court of Appeals in Case No. 3-92-466-CP. Grantor and its successors and assigns shall be responsible for constructing, maintaining and repairing any driveway that may be located within the Access Easement. The Access Easement shall terminate whenever Grantor's rights with respect to the foregoing easements dedicated by implication across the Sand Beach Reserve are terminated by Grantee providing Grantor mutually acceptable access from Sandra Muraida Way to the LIC Property, in accordance with the terms and conditions of the Settlement Agreement dated January 8, 2001 relating to the lawsuit between the City of Austin and Lumbermen's Investment Corporation, Cause No. 99-13013 in the 126th Judicial District Court of Travis County, Texas, in which event Grantor and Grantee agree to execute a recordable document evidencing the termination of the Access Easement.

Grantor also reserves for itself and its successors and assigns two (2) easements for the construction, operation, maintenance, replacement, upgrade, and repair of water, wastewater and storm sewer lines over and across the **Property** in order to connect the LIC Property to the water, wastewater and storm sewer facilities now or hereafter located to the south of the **Property** (the "**Utility Easements**"). Each of the Utility Easements shall not be more than twenty feet (20') in

width. When such water, wastewater and storm sewer lines are installed, Grantor and Grantee agree to execute mutually acceptable easement agreements describing the location of the Utility Easements.

Grantee covenants and agrees, on behalf of itself and its successors and assigns, to maintain the Property in a good and clean condition, and not to use or allow the Property to be used in a manner that would be a nuisance or detrimental to the LIC Property.

The conveyance of the Property by Grantor to Grantee is subject to the covenant, condition and restriction that the Property shall only be used for public purposes, including, but not limited to public parks, plazas, gardens, streets, driveways, rights-of-way, utility easements, sidewalks, trails, public parking and other uses and purposes beneficial and available to the general public. If the Property ceases to be used for such public purposes, Grantor and its successors and assigns shall have the right to enforce such restriction, including the right to injunctive relief. To insure the enforcement of such restriction for the benefit of the public, Grantor and Grantee hereby assign to the State of Texas the authority, at its option, to enforce the restriction on the public use of the Property if (i) Grantor and its successors and assigns fail to take reasonable steps to commence such enforcement action as may appropriate under the circumstances within sixty (60) days after receiving written notice from the State of Texas of its intention to exercise such enforcement authority, or (ii) Grantor and its successors and assigns thereafter fail to diligently pursue such enforcement action.

EXECUTED by Grantor and Grantee on the dates of their respective acknowledgements, to be effective as of the 31st day of December, 2001

GRANTOR:

LUMBERMEN'S INVESTMENT CORPORATION,
a Delaware corporation

By: _____

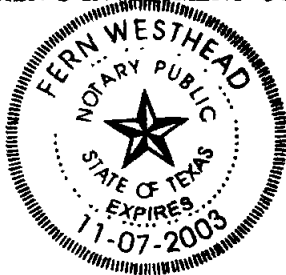
Craig A. Knight
President

STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 28, 2001, by Craig A. Knight, President of LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation, on behalf of said corporation.



Fern Westhead
Notary Public, State of Texas

My Commission Expires: 11/7/03

GRANTEE:

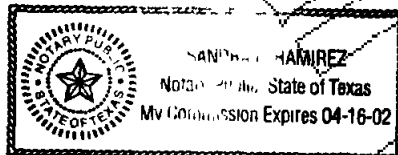
CITY OF AUSTIN
a Texas home rule and municipal corporation

By: Jesus Garza
Jesus Garza,
City Manager

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on August 31st, 2001, by Jesus Garza, City Manager of the CITY OF AUSTIN, a Texas home rule city and municipal corporation, on behalf of said city



Sandra L. Ramirez
Notary Public, State of Texas
My Commission Expires 04-16-02

After recording return to:

Texas American Title Company
811 Barton Springs Rd. #111
Austin, TX 78704
512/479 7887

EXHIBIT "A"

TO THE SPECIAL WARRANTY DEED

DESCRIPTION

OF 0.609 ACRES OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT 3.19 ACRE TRACT CONVEYED TO LUMBERMEN'S INVESTMENT CORPORATION BY DEED OF RECORD IN VOLUME 12038, PAGE 535 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.609 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the southeasterly corner of said 3.19 acre tract, being in the westerly line of the Missouri Pacific Railroad Right-of-Way (R.O.W. Varies) and the southeasterly corner hereof;

THENCE, N49°56'23"W, along the southerly line of said 3.19 acre tract, being the southerly line hereof, a distance of 363.61 feet to the westernmost corner hereof, from which a 1/2 inch iron rod found at the southwesterly corner of said 3.19 acre tract, being the southeasterly corner of that certain 1.94 acre tract being Lot A Jetco Partners International Resubdivision One, a subdivision of record in Book 83, Page 184A of the Plat Records of Travis County, Texas, bears N49°56'23"W, a distance of 62.77 feet;

THENCE, leaving the southerly line of said 3.19 acre tract, over and across said 3.19 acre tract, being the northerly line hereof, the following two (2) courses and distances:

- 1) S74°57'47"E, a distance of 321.98 feet to an angle point;
- 2) N20°22'13"E, a distance of 45.27 feet to a point in the curving easterly line of said 3.19 acre tract, being the curving westerly line of said Missouri Pacific Railroad Right-of-Way and the point of curvature of a non-tangent curve to the right, same being the northeasterly corner hereof;

THENCE, along said curving easterly line of said 3.19 acre tract, being the curving westerly line of said Missouri Pacific Railroad Right-of-Way, having a radius of 520.00 feet, a central angle of 22°03'07", an arc length of 200.14 feet and a chord which bears S14°05'22"W, a distance of 198.90 feet to the **POINT OF BEGINNING**, containing an area of 0.609 acres (26,528 sq. ft.) of land, more or less, within these metes and bounds.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

01-02-2002 01 18 PM 2002000252
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DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS