

ATTACHMENT D - MONTOPOLIS SURVEY SUPPORTING DOCUMENTS

Travis CAD

Property Search Results > 288211 CITY OF AUSTIN for Year 2013

**Property**

**Account**

Property ID: 288211      Legal Description: LOT 1&2 MONTOPOLIS PARK  
 Geographic ID: 0307150831      Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: 1200 MONTOPOLIS DR      Mapsco: 616S  
 TX  
 Neighborhood: FORMERLY FEXMP      Map ID: 030711  
 Neighborhood CD: \_FEXMP

**Owner**

Name: CITY OF AUSTIN      Owner ID: 100073  
 Mailing Address: PO BOX 1088      % Ownership: 100.0000000000%  
 AUSTIN, TX 78767-1088  
 Exemptions: EX-XV

2009048236  
76 P. 11 Plat

**Values**

(+) Improvement Homesite Value: + \$0  
 (+) Improvement Non-Homesite Value: + \$0  
 (+) Land Homesite Value: + \$0  
 (+) Land Non-Homesite Value: + \$96,450 Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + \$0 \$0  
 (+) Timber Market Valuation: + \$0 \$0  
 -----  
 (=) Market Value: = \$96,450  
 (-) Ag or Timber Use Value Reduction: - \$0  
 -----  
 (=) Appraised Value: = \$96,450  
 (-) HS Cap: - \$0  
 -----  
 (=) Assessed Value: = \$96,450

**Taxing Jurisdiction**

Owner: CITY OF AUSTIN  
 % Ownership: 100.0000000000%  
 Total Value: \$96,450

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502900	\$96,450	\$0	\$0.00
03	TRAVIS COUNTY	0.500100	\$96,450	\$0	\$0.00
06	DEL VALLE ISD	1.530000	\$96,450	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$96,450	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.078946	\$96,450	\$0	\$0.00
68	AUSTIN COMM COLL DIST	0.095100	\$96,450	\$0	\$0.00
Total Tax Rate:		2.707046			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,610.95

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	6.4300	280090.80	0.00	0.00	\$96,450	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$96,450	0	96,450	\$0	\$96,450
2012	\$0	\$96,450	0	96,450	\$0	\$96,450
2011	\$0	\$96,450	0	96,450	\$0	\$96,450
2010	\$0	\$96,450	0	96,450	\$0	\$96,450
2009	\$0	\$96,450	0	96,450	\$0	\$96,450

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/19/1974	WD	WARRANTY DEED	MONTOPOLIS COMMUNITY CENTER	CITY OF AUSTIN	04865	00781	
2	7/11/1973	WD	WARRANTY DEED		REICHER L J	00000	00000	
3	7/11/1973	WD	WARRANTY DEED	REICHER L J	MONTOPOLIS COMMUNITY CENTER	00000	00000	

**Questions Please Call (512) 834-9317**

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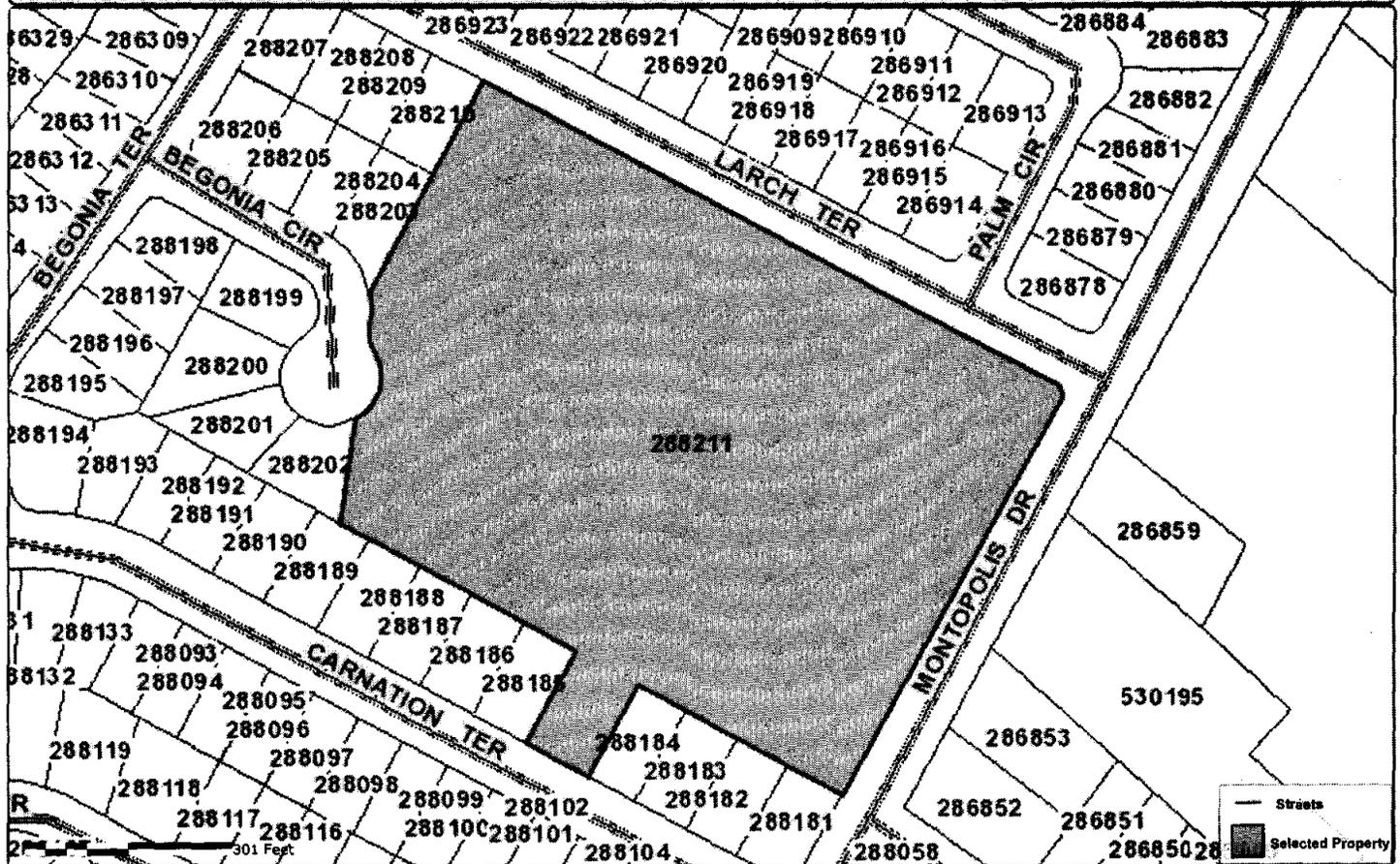
Website version: 1.2.2.3

Database last updated on: 8/6/2013 3:49 AM

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## Travis CAD - Map of Property ID 288211 for Year 2013



### Property Details

#### Account

Property ID: 288211  
 Geo ID: 0307150831  
 Type: Real  
 Legal Description: LOT 1&2 MONTOPOLIS PARK

#### Location

Situs Address: 1200 MONTOPOLIS DR TX  
 Neighborhood: FORMERLY FEXMP  
 Mapsco: 616S  
 Jurisdictions: 0A, 02, 03, 06, 2J, 68

#### Owner

Owner Name: CITY OF AUSTIN  
 Mailing Address: , PO BOX 1088, , AUSTIN, TX 78767-1088

#### Property

Appraised Value: \$96,450.00

<http://propaccess.traviscad.org/Map/View/Map/1/288211/2013>

powered by:  
**PropertyACCESS**

[www.trueautomation.com](http://www.trueautomation.com)

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Oct. 26, '77 RCCHA 919 \* 10.00

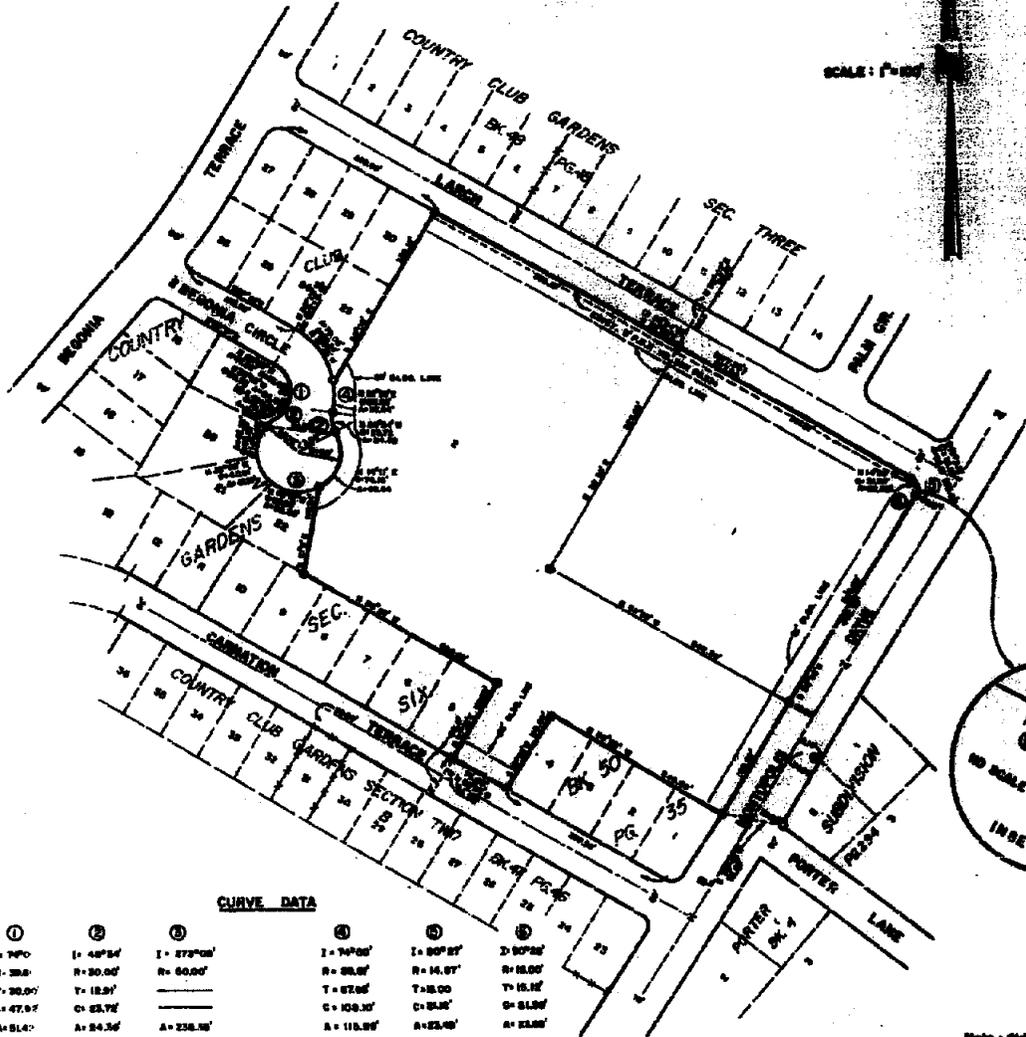
**DRAINAGE NOTE**

PRIOR TO CONSTRUCTION OF THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN ENGINEERING DEPARTMENT FOR APPROVAL. RAINFALL RUNOFF RATES SHALL BE HELD TO AN AMOUNT EQUAL TO THAT OF THE UNDEVELOPED STATE THROUGH THE USE OF PONDING OR OTHER APPROVED METHODS.

**LEGEND**

- STEEL PIN FOUND
- STEEL PIN SET
- X-X- FENCE
- × 60 D NAILS FOUND

SCALE: 1"=40'



**CURVE DATA**

①	②	③	④	⑤	⑥
I = 74°0'	I = 48°54'	I = 272°00'	I = 74°00'	I = 80°27'	I = 80°27'
R = 38.8'	R = 30.00'	R = 60.00'	R = 38.8'	R = 14.87'	R = 15.00'
T = 30.00'	T = 18.9'	T = 67.20'	T = 67.20'	T = 15.00'	T = 15.12'
C = 47.57'	C = 25.72'	C = 258.16'	C = 108.30'	C = 24.82'	C = 24.82'
A = 51.4'	A = 24.36'	A = 238.16'	A = 115.20'	A = 25.40'	A = 25.40'

⑦ Record  
 D = 80°30'  
 R = 14.87'  
 T = 15.00'  
 C = 24.82'  
 A = 25.40'

Note: Shading required on Montopolis Drive, Lane Terrace and Corvation Terrace.

**MONTOPOLIS PARK**

THE ST  
COUNT

corpore  
dec in  
and wh  
warrant  
and dot

day of  
ATTES

Green I

appear  
foreign  
express

QCTE  
Secret

*[Signature]*  
Deputy

THE  
COUNT

Instru  
A. P.  
*[Signature]*

*[Signature]*  
Deputy

THIS

71-64-0176

THE STATE OF TEXAS:  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That the City of Austin, Travis and Williamson Counties, Texas, a municipal corporation, organized and existing under the laws of the State of Texas, and acting hereby and through its City Manager, Dan H. Davidson, does hereby dedicate 200 acres of land out of the Santiago del Valle Grant in the City of Austin, Travis and Williamson Counties, Texas, and which 200 acres of land were conveyed to the City of Austin by warranty deed of record in Volume 4833 of Page 578 and by warranty deed of record in Volume 4866 of Page 781 of the Public Records of Travis County, Texas; to be known as WARRANTY-DEED PLAT and does hereby dedicate to the public the streets and easements shown hereon.

WITNESS THE SEAL of said City of Austin and the hand of its City Manager, this the 26<sup>th</sup> day of October, A.D. 1977

ATTEST:  
Graec Moore  
Graec Moore, City Clerk



CITY OF AUSTIN  
Dan H. Davidson  
Dan H. Davidson, City Manager

BEFORE ME the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared Dan H. Davidson, City Manager of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said City of Austin, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of October, A.D. 1977

Grant R. Perkins  
Notary Public in and for Travis County, Texas

APPROVED FOR ACCEPTANCE on this the 25<sup>th</sup> day of OCTOBER, A.D. 1977

Richard R. Little  
Richard R. Little, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, this the 25<sup>th</sup> day of OCTOBER, A.D. 1977

Secretary: Mike Kilgore

Chairman: Minnie J. ...

Mike Kilgore  
Deputy

Doris Shropshire  
Doris Shropshire, Clerk, County Court, Travis County, Texas

FILED FOR RECORD at 4:04 o'clock P. M., this the 26 day of October, A.D. 1977

THE STATE OF TEXAS:  
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with its Certificate of Authentication was filed for record in my office on the 26 day of Oct, A.D. 1977, at 4:02 o'clock P. M., and duly recorded on the 26 day of Oct, at 4:02 o'clock P. M., A.D. 1977, in the Plat Records of said County and State in Plat Book 76 at Page 161.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County the day last written above.  
Mike Kilgore  
Deputy



Doris Shropshire  
Doris Shropshire, Clerk, County Court, Travis County, Texas

on Montpelier  
& Carnation

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23.27 OF 1964 HAS BEEN COMPLIED WITH.

Surveyed by:  
THE CITY OF AUSTIN ENGINEERING DEPARTMENT  
MAPPING DIVISION  
Marvin S. Shelton  
Marvin S. Shelton  
Registered Public Surveyor

8-15-77  
Date

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

~~RECORDED~~ \* 350

KNOW ALL MEN BY THESE PRESENTS:

350  
700 RW

That I, Edward W. Joseph, of Austin, Travis County, not joined by my wife for the reason that no part of the hereinafter described property is used, claimed or actually occupied by us as our home-  
stead, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash to me in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and the assumption of a certain Vendor Lien Note together with a deed of trust in the amount of Forty Four Thousand Seven Hundred Eighty Dollars, (\$44,780.00) to be paid in accordance with the agreements contained in said note and deed of trust, and made payable to the order of MARY CLOUD HOWARD, RYAN M. HOWARD and GENE HOWARD, at Austin, Travis County, Texas, plus interest as in said note provided, in annual install-  
ments as follows: The sum of \$14,926.66 on or before May 2, 1963; the sum of \$14,926.67 on or before May 2, 1964; and the sum of \$14,926.67 on or before May 2, 1965. Said note contains the usual provisions for accelerated maturity and attorney's fees in the event of default and is additionally secured by Deed of Trust with power of sale, of even date herewith, to E. H. SMARTT, Trustee;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MOST REVEREND L. J. REICHER, Bishop of Austin, Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in Travis County, Texas, and known and de-  
scribed as follows, to-wit:

74.78 acres of land, being a portion of a 60.0 acre tract out of the Santiago Del Valle Grant as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated August 7, 1939, and recorded in Book 628, Page 33, Travis County Deed Records, and being a portion of a 15.23 acre, a portion of the Santiago Del Valle Grant as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated April 27, 1940, as recorded in Book 643, Page 461, Travis County Deed Records, all in Travis County, Texas, and being a portion of a 131.41 acre tract, a portion of the Santiago Del Valle Grant in Travis County, Texas, said 131.41 acre tract being Lot #5 of the sub-division of the John T. Miller Upper-Farm, as set apart to Monroe Miller,

Ella Whitis, and Clara Miller by a decree of partition, Cause #837, October 14, 1891, as recorded in Minute Book "S", Page 412, Probate Records, Travis County, Texas, said Lot #5 being also described as Tract "E", in the report of The Commissioners of Partition, Cause #58,750, styled Shirley Louise Powell, Et Al Vs. Bonita Richards Guajardo, Et Al, as recorded in the Civil Minutes of The District Court of Travis County, Texas, in Book 59, Page 520; said Lot #5 being also described as Fifth Tract, all of Tract "E", described as 131.41 acres in a partition agreement, dated March 18, 1938, Mrs. J. D. Carroll, Et al, to and with each other, as recorded in Book 609, Page 85, Travis County Deed records, as surveyed for Eugene Howard, Jr. by the Metcalfe Engineering Company, 1710 Eva Street, Austin, Texas, being the same lands conveyed by the above described deeds from Richard Wilbur Dodd, et ux, to Eugene Howard of record in Book 628, Page 33, and in Book 643, Page 461, Travis County Deed Records, save and except .263 acres more or less described in Right-of-Way Deed from Eugene Howard to Travis County, Texas, dated August 26, 1949, and of record in Book 989, Page 333, Travis County Deed Records.

Beginning at an iron stake at corner of fence for the most northerly northwest corner of Lot #5, a 131.41 acre tract, being a portion of the Santiago Del Valle Grant in Travis County, Texas, out of the subdivision of the John T. Miller Upper-farm, as set apart to Monroe Miller, Ella Whitis, and Clara Miller by a decree of partition, Cause #837, rendered October 14, 1891, as recorded in Minute Book "S", Page 412, Probate Records, Travis County, Texas, said Lot #5 being also described as Tract "E" in the Report of the Commissioners and final decree of Partition, Cause #58,750, styled Shirley Louise Powell, et al vs. Bonita Richards Guajardo, et al, as recorded in Book 59, Page 520 of the Civil Minutes of the District Court of Travis County, Texas, said Lot #5 being also described as Fifth Tract, all of Tract "E", described as 131.41 acres, in a Partition Agreement, dated March 18, 1938, Mrs. J. D. Carroll, et al, to and with each other, as recorded in Book 609, Page 85, Travis County Deed Records, said iron stake at corner of fence being also an ell corner of Tract #4 as set apart to Lilla Westlake in the said Cause #837, said iron stake at corner of fence, being also the northwest corner of a 60.0 acre tract, a portion of the said Lot #5 of the subdivision of the John T. Miller Upper-farm as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated August 7, 1939, and recorded in Book 628, Page 33, Travis County Deed Records, said iron stake being identified by one of its' original bearing trees, a 36" Live Oak (remarked x in 1936) bears S 39° 20' W 186.4 varas or 517.78 feet;

THENCE with the north line of said Lot #5, being also the most easterly south line of the said Lilla Westlake Lot #4, being also the north line of the said Eugene Howard 60.0 acre tract as fenced and used upon the ground, S 60° 23' E (formerly used as S 60° 35' E, the bearings differ due to basis of variations used, but the line upon the ground is the one and same), at 935.56 feet passing the most northerly southeast corner of the said Lilla Westlake Lot #4 and the southwest corner of a 40.0 acre tract set apart to A. C. Hill in said Cause #837, in all 1939.11 feet to an iron stake in the west line of Montopolis Drive, as fenced and used upon the ground;

THENCE with the west line of Montopolis Drive as fenced and used upon the ground, S 30° 00' W at 1339.81 feet crossing the south line of the said 60.0 acre tract and the north line of a 15.23 acre tract, a portion of said Lot #5 as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated April 27, 1940, as recorded in Book 643, Page 461, Travis County Deed Records, in all 1684.96 feet to an iron stake at the intersection of the south line of the said 15.23 acre tract with the west line of Montopolis Drive and the north line of Fairway Street as shown on a map or plat of the C. L. Angell Addition as recorded in Book 793, Page 442, Travis County Deed Records, as fenced and used upon the ground;

THENCE with the South line of the said 15.23 acre tract and the north line of Fairway Street as fenced and used upon the ground, North 60° 08' W 1936.52 feet to an iron stake at corner of fence for the southwest corner of the said 15.23 acre tract, in the west line of said Lot #5 of 131.41 acres, and being also the most southerly east line of the Lilla Westlake Lot #4 as fenced and used upon the ground;

THENCE with the west line of the said 15.23 acre tract and the west line of the said 60.0 acre tract, being also the west line of said Lot #5 of 131.41 acres and the most southerly east line of the said Lilla Westlake Lot #4 as fenced and used upon the ground, N 29° 56' E at 336.50 feet passing the northwest corner of the said 15.23 acre tract and the southwest corner of the said 60.0 acre tract, in all 1677.00 feet to the place of the beginning, containing 74.78 acres of land;

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantee above named, his heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all valid restrictions and easements which are of record applicable to the property hereby conveyed.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the indebtedness above mentioned and described, as evidenced by the hereinbefore described note, principal and interest, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS MY HAND this 29 day of October, A.D. 1962.

*Edward W. Joseph*  
EDWARD W. JOSEPH

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD W. JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, A.D. 1962.

*Kelda Schuchmacher*  
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

Filed Nov. 2 1962 at 11:40 M.  
Recorded Nov. 6 1962 at 9:40 M.

WARRANTY DEED

7306.02

450 91-4647

THE STATE OF TEXAS

1974 FEB 12 11:50

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That MONTOPOLIS COMMUNITY CENTER, INC., of Travis County, State of Texas, acting herein by and through its duly authorized officers, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Austin, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey, unto the said City of Austin, a municipal corporation situated in Travis County, Texas, the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Austin, its successors and assigns forever; and Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said City of Austin, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 12 day of February, 1974.

MONTOPOLIS COMMUNITY CENTER, INC.

By Robert C. Perez, President

(CORPORATE SEAL)

ATTEST: Fred Underwood, C.S.C. Secretary

DEED RECORDS Travis County, Texas

4833 873

EXHIBIT "A"

91-4648

Montopolis Community Center, Inc.

to  
The City of Austin

FIELD NOTES

FIELD NOTES FOR 2.55 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THAT CERTAIN 74.78 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH CERTAIN 74.78 ACRE TRACT OF LAND WAS CONVEYED TO MOST REVEREND L.J. REICHER, BISHOP OF AUSTIN, BY WARRANTY DEED DATED OCTOBER 29, 1962, OF RECORD IN VOLUME 2526 AT PAGE 525 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.55 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel pin at the southeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive, and from which point of beginning the northeast corner of Lot 1, Country Club Gardens, Section 6, a subdivision of record Book 50 at Page 35 of the Plat Records of Travis County, Texas, bears S 30° 35' W 162.57 feet;

THENCE, N 59° 53' W 342.30 feet to a steel pin at the southwest corner of the herein described tract of land;

THENCE, with the west line of the herein described tract of land, N 30° 35' E 325.00 feet to a steel pin at the northwest corner of the herein described tract of land, same being a point in the south line of Larch Terrace;

THENCE, with said south line of Larch Terrace, S 59° 53' E 327.40 feet to a steel pin at the point of curvature of a curve having an angle of intersection of 90° 27', a radius of 14.87 feet, and a tangent distance of 15.00 feet;

THENCE, with said curve to the right an arc distance of 23.40 feet, the chord of which arc bears S 14° 39' E 21.12 feet to a steel pin at the most easterly corner of the herein described tract of land, same also being a point in the west line of Montopolis Drive;

4833 874

91-4649

THENCE, with said west line of Montopolis Drive, same being the east line of the herein described tract of land, S 30° 35' W 309.96 feet to the point of beginning.

FIELD NOTES: P.B. Garcia  
10-18-73

APPROVED:

  
Charles B. Graves, Jr., P.E.  
Director of Engineering

FIELD WORK: C. Mosqueda  
10-8-73  
F.B. 3182

References  
Section Maps 681-682  
2-B-520  
2-A-858 (Bearing Basis)

ya

4833 875

THE STATE OF TEXAS  
COUNTY OF TRAVIS

X  
I  
I

91-4650

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT PEREZ, known to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of MONTOPOLIS COMMUNITY CENTER, INC., and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1<sup>st</sup> day of

February, 1974

NOTARY SEAL

*[Signature]*  
Notary Public in and for Travis  
County, Texas

30JAN74  
djw

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

FEB 6 1974



*[Signature]*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

FEB 6 2 18 PM '74

*[Signature]*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

4833 876

7306.02

CORRECTION  
DEED OF GIFT OF LAND

THE STATE OF TEXAS  
COUNTY OF TRAVIS

21-74-1030 \* 5.50

93-4854

This deed is made in place of and as a correction of deed made by Grantor herein to Grantee herein dated February 1, 1974, and recorded in Volume 4833 at Page 886, of the Deed Records of Travis County, Texas; and,

WHEREAS, in said deed of gift the property description was erroneous, and this instrument is made by Grantor and so accepted by Grantee herein in order to correct such error or mistake,

WHEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MONTOPOLIS COMMUNITY CENTER, INC., acting herein by and through its President, Robert Perez, for and in consideration of the promise by the City of Austin to use the hereinafter described property for parks and recreational purposes for public use by the citizens of Austin, have Given, Granted and Confirmed, and by these presents do Give, Grant and Confirm unto the City of Austin, a certain tract of land situated in the City of Austin, Travis County, Texas, described as follows, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the City of Austin, its successors and assigns forever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed this 19<sup>th</sup> day of March, 1974.

MONTOPOLIS COMMUNITY CENTER, INC.

(NO SEAL)

By Robert C. Perez  
Robert Perez, President

ATTEST:

Fred Underwood, C.S.C.  
Fred Underwood, C.S.C.  
Secretary

DEED RECORDS  
Travis County, Texas

4865 781

93-4855

EXHIBIT "A"

Montopolis Community Center, Inc.

to  
The City of Austin

FIELD NOTES

FIELD NOTES FOR 5.06 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THAT CERTAIN 74.78 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH CERTAIN 74.78 ACRE TRACT OF LAND WAS CONVEYED TO MOST REVEREND L.J. REICHER, BISHOP OF AUSTIN, BY WARRANTY DEED DATED OCTOBER 29, 1962, OF RECORD IN VOLUME 2526 AT PAGE 525 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.06 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel pin at the most easterly southeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive, same also being the northeast corner of Lot 1, Country Club Gardens, Section 6, a subdivision of record in Book 50 at Page 35 of the Plat Records of Travis County, Texas;

THENCE, with the north line of said Lot 1, N 59° 25' W 245.00 feet to a steel pin at an interior ell corner of the herein described tract of land, same being the northwest corner of Lot 4 in said Country Club Gardens, Section 6;

THENCE, with the west line of said Lot 4, S 30° 35' W 110.00 feet to a steel pin at the most southerly southeast corner of the herein described tract of land, same being the southwest corner of said Lot 4, same also being a point in the north line of Carnation Terrace;

THENCE, with said north line of Carnation Terrace, N 59° 26' W 75.00 feet to a steel pin at the most southerly southwest corner of the herein described tract of land, same being the southeast corner of Lot 5 in said Country Club Gardens, Section 6;

THENCE, with the east line of said Lot 5, N 30° 34' E 110.00 feet to a steel pin at an interior ell corner of the herein described tract of land, same being the northeast corner of said Lot 5;

THENCE, with the north line of said Lot 5, N 59° 26' W 280.00 feet to a steel pin at the most westerly southwest corner of the herein described tract of land, same being the southeast corner of Lot 22, in said Country Club Gardens, Section 6, same also being a point in the north line of Lot 9 in said Country Club Gardens, Section 6;

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THENCE, with the east line of said Lot 22, N 10° 10' E 113.24 feet to a steel pin at the northeast corner of said Lot 22, same being a point in the curving line of Begonia Circle, said curve having an angle of intersection of 273° 08', a radius of 50.00 feet and a tangent distance of infinity;

THENCE, with said curving line of Begonia Circle, along said curve to the left an arc distance of 83.55 feet, the chord of which arc bears N 16° 13' E 74.16 feet to the point of reverse curvature between the aforementioned curve and another curve having an angle of intersection of 46° 34', a radius of 30.00 feet and a tangent distance of 12.91 feet;

THENCE, continuing with said curving line of Begonia Circle along said curve to the right an arc distance of 24.39 feet, the long chord of which arc bears N 08° 23' W 23.72 feet to the point of reverse curvature between the aforementioned curve and another curve having an angle of intersection of 74° 00', a radius of 89.81 feet and a tangent distance of 67.68 feet;

THENCE, continuing with the curving line of Begonia Circle along said curve to the left an arc distance of 37.53 feet, the chord of which arc bears N 02° 57' E 37.26 feet to a steel pin at the southeast corner of Lot 23 in said Country Club Gardens, Section 6;

THENCE, with the east line of said Lot 23, N 30° 08' E 252.12 feet to a steel pin at the northwest corner of the herein described tract of land, same being the northeast corner of Lot 30 in said Country Club Gardens, Section 6, same also being a point in the south line of Larch Terrace;

THENCE, with said south line of Larch Terrace, S 59° 53' E 350.10 feet to a steel pin at the most northerly northeast corner of the herein described tract of land;

THENCE, with the most northerly east line of the herein described tract of land, S 30° 35' W 325.00 feet to a steel pin at an interior ell corner of the herein described tract of land;

THENCE, with the most easterly north line of the herein described tract of land, S 59° 53' E 342.30 feet to a steel pin at the most easterly northeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive;

93-4857

THENCE, with said west line of Montopolis Drive, S 30° 35' W 162.57 feet  
to the point of beginning.

FIELD NOTES: P.B. Garcia  
10-23-73

FIELD WORK: C. Mosqueda  
10-8-73  
F.B. 3182

APPROVED:

*Charles B. Graves, Jr.*  
Charles B. Graves, Jr., P.E.  
Director of Engineering

References

Section Maps 681 and 682  
2-B-520  
2-A-858 (Bearing Basis)

ya

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THE STATE OF TEXAS  
COUNTY OF TRAVIS

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93-4858

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT PEREZ, known to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of MONTOPOLIS COMMUNITY CENTER, INC., and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19<sup>th</sup> day of March, 1974.

NOTARY SEAL

*Marcella M. Wilds*  
Notary Public in and for Travis  
County, Texas

MARCELLA M. WILDS  
My commission expires June 1, 1975

07MAR74  
djw

FILED

MAR 21 8 05 AM '74

*Doris S. ...*  
COUNTY CLERK  
TRAVIS CO. TEXAS

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

MAR 21 1974



*Doris S. ...*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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THE STATE OF TEXAS ~~AL-6-522-3220~~ \* 1.75  
I KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS I

That the undersigned Most Reverend L. J. Reicher, Bishop of Austin

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant to the City of Austin, a municipal corporation situated in Travis County, Texas, the right to enter and place, construct, operate, repair, maintain and replace electric lines and systems, and to allow telephone lines to be constructed and maintained when placed on the same pole facilities, and to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep them clear of said electric lines and systems, upon, along and across the following described tract of land situated in Travis County, Texas:

That certain tract of land situated in the Santiago Del Valle Survey, and described in a deed from Edward W. Joseph to Most Reverend L. J. Reicher, Bishop of Austin dated October 29, 1962 and appearing of record in Vol. 2526 at Page 525 of the Deed Records of Travis County, Texas,

A strip of land and ten (10) feet in width, same being out of and a part of the above described tract of land in Travis County, Texas, the centerline of said strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of the above described 74.78 acre tract of land, said east line also being the west right-of-way line of Montopolis Drive, and from which point of beginning the northeast corner of said tract bears N. 30° 00' E. 5 feet;

THENCE following a line 5 feet from and parallel with the north line of said tract, N. 60° 23' W., a distance of 750 feet to point of termination.

To have and to hold the same perpetually unto the City of Austin and to its successors and assigns, together with the right and privilege at any and all times to enter said premises for the purposes hereinabove stated and for the further purposes of inspecting said lines and systems whenever necessary, and of relocating and removing the same.

The undersigned Mary Cloud Howard, Ryan M. Howard and Gene Howard covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

Mary Cloud Howard, Ryan M. Howard and Gene Howard

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that the words used in the masculine gender shall be construed to read in the feminine.

WITNESS my hand this the 14<sup>th</sup> day of January, 19 63

Most Reverend L. J. Reicher,  
Bishop of Austin

THE STATE OF TEXAS,

County of Travis

BEFORE ME, \_\_\_\_\_, a Notary Public in and for

Travis County, Texas, on this day personally appeared Most Reverend L. J. Reicher,

Bishop of Austin

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of December A. D. 1964

(NOTARY SEAL)

Notary Public Travis County, Texas.

County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded by me on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in Book \_\_\_\_\_ Records of Deeds of said County, at page \_\_\_\_\_ Given under my hand and seal of office the day and year last above written.

CITY OF AUSTIN  
THE STATE OF TEXAS,  
County }

FROM  
MOST REVEREND L. J. REICHER,  
BISHOP OF AUSTIN  
TO

Easement and  
Right of Way

CITY OF AUSTIN  
ELECT. DEPT. EASEMENT  
NO. 15 27-611

FILED  
JUL 6 4 00 PM '64  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

THE STATE OF TEXAS,

County of \_\_\_\_\_

BEFORE ME, \_\_\_\_\_, a Notary Public in and for

\_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_

wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

Notary Public \_\_\_\_\_ County, Texas.

THE STATE OF TEXAS,

County of \_\_\_\_\_

BEFORE ME, \_\_\_\_\_, a Notary Public in and for

\_\_\_\_\_ County, Texas, on this day personally appeared \_\_\_\_\_

President of \_\_\_\_\_ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

\_\_\_\_\_ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

Notary Public \_\_\_\_\_ County, Texas.

STATE OF TEXAS  
COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Shaded herein by me, on

DEED RECORDS  
Travis County, Texas

VOL 2811 PAGE 375



JUL 8 1964  
Emily Limberg  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS



**CONVEYANCE OF MONTOPOLIS CLINIC BUILDINGS;  
GROUND LEASE AGREEMENT AND ACCESS EASEMENT**

STATE OF TEXAS §

CITY OF TRAVIS §

THIS AGREEMENT for the conveyance of the MONTOPOLIS CLINIC BUILDINGS, ground lease, and access easement (this "Agreement" or each separate transaction sometimes referred to respectively as this "Conveyance of Building", this "Ground Lease," and this "Access Easement") is made and entered into by and between the City of Austin, a Texas Home Rule Municipality ("City") and the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health & Safety Code ("District"), hereinafter sometimes collectively referred to as the "Parties". The Parties are authorized to enter into this Lease pursuant to Chapter 281 of the Texas Health & Safety Code and the Interlocal Agreement between the District and City, which became effective on October 1, 2004, as amended (the "Interlocal").

WHEREAS, City agreed in the Interlocal to convey the Montopolis Clinic to District; and

WHEREAS, the Montopolis Clinic shares a site with the Montopolis Recreation Center and is not located on a separate legal lot, and City has represented that it cannot convey the Buildings and the District Grounds (as defined below) as a consequence; and

WHEREAS, the Parties desire to comply with the intent and purpose of the promise in the Interlocal to convey the Montopolis Clinic to the District, and to that end and in lieu of a deed transfer, have agreed to this Conveyance of Building, Ground Lease and Access Easement.

NOW, THEREFORE, the Parties agree as follows:

1.0 Conveyance of Buildings, Ground Lease, and Access Easement.

1.1 Conveyance of Buildings.

Consideration: Ten and No/100 (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged.

For the Consideration stated herein, City hereby grants, sells, and conveys to District all of its right, title and interest in and to those certain City-owned buildings located at 1200 Montopolis Drive #B, Austin, Texas 78741, commonly and collectively known as the "Montopolis Clinic," shown on the site plan attached hereto as **Exhibit I** and made a part hereof for all purposes, the permanent building consisting of approximately 3,284 net rentable square feet and the associated portable administrative support building consisting of approximately 672 net rentable square feet (collectively, the "Buildings"), for the

"Permitted Use" set forth below, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold them to District and District's successors and assigns **FOREVER**, without the retention of any liens or encumbrances, express or implied, against the Buildings.

1.2 Ground Lease.

In consideration of the mutual promises herein expressed and other good and valuable consideration, City hereby demises and leases to District and District leases from City the following described tracts of land (collectively, the "Land" or "Ground Lease Land"):

- (a) the grounds immediately below and adjacent to the Buildings, as more particularly described and depicted on **Exhibit I** (the "District Grounds"); and
- (b) an undivided leasehold interest in and to the two parking areas shown on **Exhibit I** and identified as "Shared Parking Areas") with all spaces to be unassigned.

1.3 Access Easement.

In addition, for and in consideration of the sum of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City also grants, sells and conveys a non-exclusive access easement appurtenant to and from the Buildings, the Shared Parking Areas, and the adjacent street right-of-way as further depicted on **Exhibit I** (the "Access Easement") and subject to the terms and conditions of the Ground Lease contained herein.

In the event that **Exhibit I** is not available for inclusion in this Lease at the time of execution, **Exhibit I** may be inserted in the Lease at a later time by agreement of the parties pursuant to the authority set forth in Section 30.0 below.

1.4 District Property and Premises.

The Buildings, the Land, and the Access Easement are collectively known as the "District Property." The Buildings and the Land are sometimes collectively referred to as the "Premises."

1.5 Title Warranty. City binds City and City's successors and assigns to **WARRANT AND DEFEND** all and singular the District Property to District and District's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under City, but not otherwise. To the best of the City's knowledge and belief, the District Property is being transferred free and clear of any and all liens.

CONDITIONS TO CONVEYANCE:

1. City conveys and District accepts the District Property in its "AS IS", "WHERE IS" condition, subject to "ALL FAULTS" and environmental conditions, including the potential presence of asbestos containing building materials and without representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness for a particular purpose or habitability) with the exception of the Special Warranty provided for in this conveyance, and without any obligation on the part of City to alter, improve, repair or otherwise modify the District Property or any part thereof, District having had the opportunity to conduct due diligence investigations into the condition of the District Property and the rights, restrictions, conditions, burdens, and faults appurtenant thereto after having been advised by City to do so.

2. The District, acting through its Board of Directors, has determined that the transfer of the District Property to the District will not jeopardize the federal designation of the health care facility in operation in the Buildings at the time of this conveyance.

3. The District Property is being conveyed for the "Permitted Use" as defined in paragraph 5.1, below. In the event that the District Property is not used for the Permitted Use, the Access Easement and Ground Lease shall automatically terminate and the City shall have the right of first refusal to purchase the Buildings from District as provided in paragraph 5.2, below.

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:

Any and all documents of record in the Official Public Documents of Travis County, Texas, but only to the extent the same are valid, in existence and affect the District Property or the use thereof by District. In addition, in approving this Lease, the City Council hereby specifically determines that the Lease is a temporary conveyance for a governmental purpose and mission and is not considered a subdivision of the property and is not subject to the requirement of platting.

#### 1.6 Stand-Alone and Shared Facilities.

To the extent that equipment, systems, structures or other features or elements located in or on the District Property are separated or separable for the purpose of providing operation and maintenance services, they will be described as "Stand-Alone Facilities" or each such area in the singular as a "Stand-Alone Facility." To the extent that equipment, systems, structures or other features or elements located in or on the District Property are shared with City facilities and not otherwise separable for the purpose of providing operation and maintenance services, they will be described as "Shared Facilities" or each such area in the singular as a "Shared Facility."

#### 1.7 Montopolis Recreation Center.

The District Property is located on a tract of City real property, Portion of Lot 1, Montopolis Park (Book 76 Pg. 41) Plat Records of Travis County, Texas (the "City Property"), a portion of which will continue to serve as the City's "Montopolis Recreation Center." The Montopolis Recreation Center consists of approximately 20,720 net rentable square feet for the purpose of any Shared Facility calculations hereunder.

1.8 The Parties acknowledge and agree that by instrument effective October 15, 2004, City has effectively transferred to District title to all City-owned medical services equipment located in or on the Premises. In addition, the Parties acknowledge and agree that City is, contemporaneously with this Lease, transferring to District title to all furniture, equipment and supplies located on the Premises and used to provide the Permitted Use as defined in paragraph 5.1 (the "Transferred Property") pursuant to and in accordance with the Sixth Amendment of the Interlocal. The form of the instrument transferring title to such items to the District is attached hereto as **Exhibit II** and made apart hereof and such instrument will be executed on behalf of the City simultaneously with this Lease.

1.9 The Parties agree that this Lease shall be construed as consistent with and shall be carried out in full compliance with Chapter 281 of the Texas Health and Safety Code and any applicable Federally Qualified Health Center Requirements. "FQHC Requirements" means the rules and regulations applicable to the federally qualified health centers, including Bureau of Primary Healthcare Policy Information Notice 98-23: Health Center Program Expectations. In the event of a conflict between this Lease and any FQHC Requirements, the FQHC Requirements shall control. Upon the Commencement Date, the District will be responsible for compliance with applicable FQHC Requirements and the District Board must confirm that the transfer of the Premises to the District will not jeopardize the federal designation of the facility.

## 2.0 Ground Lease Term.

2.1 The "Commencement Date" will be March 1, 2009, or the date on which the District receives its FQHC provider status, whichever is later. The initial Ground Lease Term shall be for a period of three (3) years, commencing on the Commencement Date and terminating three (3) years thereafter, subject to extension and earlier termination as provided herein (the "Initial Term"). Unless terminated earlier under other provisions of this Lease, District shall have the option to renew the Lease for an additional period of 96 years (the "Renewal Term") with the Renewal Term to end on February 28, 2105; provided, however, City shall have the right to terminate this Ground Lease during the Initial Term or Renewal Term, if District ceases to use the Land for the purpose of providing healthcare services in accordance with the Permitted Use, as defined below in paragraph 5.1. In such event, City shall provide District with ninety (90) days written notice of termination.

2.2 The Parties agree to meet and confer on or before February 28, 2105, to discuss the possible extension of this Ground Lease and the terms and conditions of any such an extension.

3.0 Ground Lease Rent.

3.1 In consideration of the grant of this Ground Lease, District will be responsible for directly providing (or arranging for the provision of) and paying for, the following operating and maintenance services as "Rent":

- (a) telephone services for the Buildings;
- (b) janitorial services for the Buildings;
- (c) periodic mowing and other landscaping services for the District Grounds;
- (d) repairs of the Buildings and District Grounds, as described in paragraph 6.1;
- (e) security for the Buildings and District Grounds, including fire extinguishing equipment and services;
- (f) materials and supplies for the Buildings and District Grounds.

3.2 City-Provided O&M. As landlord under the Ground Lease, City shall provide the services and/or facilities to provide the services listed below. In consideration therefor, District shall pay to City its pro rata share of the following sums, which will constitute "Rent" within thirty (30) days of receipt of an invoice from City for:

- (a) the total cost of electricity provided to the Buildings, if not separately metered;
- (b) the total cost of natural gas provided to the Buildings, if not separately metered;
- (c) the actual costs and expenses directly incurred by City in connection with furnishing the following services to the Premises: water, wastewater, solid waste and sewer services;
- (d) building automation system services, if provided by City;
- (e) periodic maintenance of the Shared Facilities, and
- (f) the cost of repairs of the Shared Facilities.

For the purpose of apportioning the costs of operation and maintenance, District's "Pro Rata Share" shall be a percentage, calculated by dividing: (a) the total square feet of the Buildings by (b) the sum of the total square feet of the Buildings and City's Multi-Purpose Building.

3.3 In addition to the operating and maintenance services for which District will be directly responsible as described in paragraph 3.1, above, the Parties agree that during the Initial Term or Renewal Term, District shall have the option to:

- (a) assume certain existing operating, maintenance and/or utility contracts ("O&M Contracts") for the Premises from City to the extent agreed to by the District and the service provider,

- (b) separately arrange for its own O&M Contracts for goods and services necessary to maintain and manage the Premises in good operating condition, and/or
- (c) directly assume, at the District's sole cost, any portion of the responsibilities under the O&M Contracts and provide such portion of services to the Premises through use of District staff or by contracting for services.

District's right to contract with third parties as described above includes the right to arrange for the provision of landscaping design and maintenance of all, or portions of, "green areas," open spaces and parking areas located on the City Property, provided that District first obtains the prior written approval of the City. In the event District elects to landscape and maintain the Shared Parking Areas and obtains the prior written approval of the City to do so, District may, at its option, either offset the costs directly incurred by District in connection with the provision of such landscaping and/or maintenance services against any Rent payments hereunder or invoice City for such costs; provided, however, in no event will City's liability for such costs exceed the amount currently budgeted (or budgeted in future years of the Ground Lease Term) by City for the provision of landscaping and maintenance services for the City Property.

3.4 The current status of the O&M Contracts is set forth in the Transition Blueprint for Service Provider Contracts for Operation and Maintenance, which is attached hereto as **Exhibit III** and made a part hereof. In the event of a conflict between the provisions in this Section 3 and the Transition Blueprint, the Transition Blueprint will control. In addition, the Transition Blueprint may be amended by the parties pursuant to the authority granted in Section 30.0 below. In the event that **Exhibit III** is not available for inclusion in this Lease at the time of execution, **Exhibit III** may be inserted in the Lease at a later time by agreement of the parties pursuant to the authority set forth in Section 30.0 below.

3.5 Access to and maintenance, repair and replacement of networking and other connectivity and/or information technology equipment servicing the Premises and the City Property shall be made pursuant to written protocols mutually agreed-upon by District and City prior to or contemporaneously with the Parties' execution of this Ground Lease.

3.6 All services assumed or procured separately by District shall be provided in compliance with applicable municipal, state and federal rules, regulations and law. District shall notify City in writing at least thirty (30) days prior to assumption of such obligations, and shall cooperate fully with City in the review, preparation and delivery of all documentation required or requested by City and/or the appropriate service provider in completing such transfers. All costs of such services, including any costs of separate metering, shall be the sole responsibility of District. The District will continue to be responsible for any operating, maintenance and repair services expenses (or its pro rata share thereof) not directly assumed by the District. In addition, to the extent that City provides services or incurs costs at any time during the term of this Lease, which under the express terms of this Lease are the responsibility of the District, the District will reimburse the City for its proportionate share of the cost of such services.

3.7 The Parties shall have the right at any reasonable time, and from time to time, to examine the other party's books and records relating to operating, maintenance and repair services expenses. In the event an error or discrepancy in either party's favor is found in the calculation of operating, maintenance and repair services expenses for any given month of the Lease term, and District has already paid Rent for that month, District shall pay any shortage with the following month's Rent payment or pay it separately and shall have the right to deduct any excess amount from the following month's Rent payment or City will refund the excess sum paid.

#### 4.0 City Obligations.

4.1 To the extent that the Premises or a portion thereof are Shared Facilities, after written notice by District to City of a failure of utilities or essential building services, which are the City's responsibility as Shared Facilities, and where such failure results in substantial interference with District's normal use of the Premises, and such utilities or services are not restored within thirty (30) calendar days following receipt of such notice, or such different time period agreed upon in writing by the Parties, District may, at District's sole option, either (i) cure such default or remedy such failure at its own expense and deduct any costs and expenses incurred by District therefor from the Rent to become due hereunder, or (ii) terminate the Ground Lease by giving written notice to City within fifteen (15) days after the first day on which the utilities or essential building services fail. Otherwise, to the extent that the facilities are Stand-Alone Facilities, the District shall be responsible for remedying any such failure.

4.2 City or District shall not conduct operations on the Premises or make any changes in the Premises that might cause them to be in non-compliance with all fire safety, Americans with Disabilities Act, and other governmental requirements imposed by City, state, and federal agencies or departments ("Governmental Regulations"). City shall comply, at District's sole cost, with reasonable requests of District regarding installation or enhancement of security or fire detection/suppression systems in or on the Premises.

#### 5.0 District's Obligations

5.1 District may use the Premises for delivery of health care to eligible residents of Travis County or for services/functions that enable it to carry out its mission (the "Permitted Use"). If District wishes to use the Premises for a purpose not permitted by the Permitted Use as defined above, District must first obtain the prior written consent of the City, which will not be unreasonably withheld. If City denies such proposed alternative use, District will continue to operate the Premises only for the Permitted Use as defined above. If City approves such proposed alternative use, such City-approved use shall thereafter be considered a "Permitted Use" for all purposes hereunder. In the event a dispute arises between the Parties related to the "Permitted Use", the Parties will proceed in accordance with Section 29 ("Dispute Resolution") of this Agreement. District may not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the Permitted Use or for any unlawful use or

purpose. District shall conduct its business in such a manner as not to create a nuisance to City or the adjacent neighborhood.

5.2 In the event District ceases to use the Premises for the Permitted Use, City shall have the right to negotiate the purchase of the Premises for its appraised market value (City's "Right of First Refusal"). The "appraised market value" shall be based on an appraisal provided at City's expense and prepared by a licensed real estate appraiser selected by the City in accordance with the requirements of Section 272.001 of the Texas Local Government Code. If City elects to exercise its Right of First Refusal, then City must notify District in writing within ninety (90) business days after receiving notice of District's use of the Premises for purposes other than the Permitted Use that City is exercising its right to purchase the Premises ("Notice of Election to Purchase"). If City elects not to exercise its Right of First Refusal, City need take no action whatsoever. If City fails to deliver to District the Notice of Election to Purchase within the time required for such notice, City will be deemed to have waived its right to purchase the Premises and District shall be free to remain on the Premises or to transfer, sell or convey the Premises to a third party, which transfer shall be subject to this Ground Lease. If for any reason such transfer is not consummated, City's Right of First Refusal shall continue in full force and effect, and the Parties shall exercise their rights and fulfill their obligations in accordance herewith.

5.3 On or before the Commencement Date, or as soon as practicable thereafter, District shall, at its own expense, (i) have the Buildings re-keyed under its own lock and key system; or (ii) install its own card key access system to control entry into and exit from the Buildings. Any City key cores removed from the Premises will be returned to the City within ten (10) days of removal. District shall provide City with copies of any key cards or new keys to the Buildings to enable City to access the Building for City purposes.

5.4 District shall maintain the Premises in a clean, healthful and safe condition. District shall comply with all applicable Governmental Regulations in its use of the Premises. To the extent permitted by Texas law and City ordinances, District may install appropriate signage identifying the District clinic at all entrances to the District Property and, with the consent of the City, which will not be unreasonably withheld or denied, at all entrances to the City Property. The District shall not make any changes in the Premises that might cause the Premises to be in non-compliance with such Governmental Regulations.

5.5 District may, at District's sole cost and expense and with the prior written approval of City, perform, or contract to have performed on its behalf, alterations or improvements, including installation of equipment, machinery or fixtures related to the Permitted Use in, on or to the Shared Facilities (hereinafter, the "Work") subject to the following restrictions and limitations:

(1) No such Work shall be performed unless or until District: (a) submits to City detailed plans and specifications for such Work; (b) obtains City's written consent to the Work, which consent will not be unreasonable withheld, conditioned or delayed, provided; and (c) provides City with written assurances that all required bonding,

insurance and other public works contracting requirements applicable to District, specifically including, but not limited to: (i) the City's M/WBE Program requirements or the HUB requirements of the District, (ii) the requirements of Chapters 2251, 2253, 2254, and 2258 of the Texas Government Code, (iii) the Americans with Disabilities Act, Texas Accessibility Standards and, to the extent applicable, Chapter 5-2 of the Austin City Code, and (iv) unless waived, the provisions of the City's LEED Ordinance, have been or will be satisfied prior to commencement of the Work. In connection therewith, City may consider the remaining years left in the Ground Lease Term in the approval of any proposed Work.

(2) Upon termination of this Ground Lease, any equipment, machinery or fixtures placed on a Shared Facility at District's expense and with City's consent, that are installed in such a manner as to become part of the realty may be removed by District without damage to the Shared Facility, if District so elects, provided that: (a) District is not then in default of its obligations under this Ground Lease; (b) District performs such removal in a good and workmanlike manner; (c) City approves of such removal in advance and in writing, which approval shall not be unreasonably withheld, conditioned or delayed; and (d) District repairs any damages to the Shared Facility caused by such removal and restores the Shared Facility to substantially the condition it was in prior to such alteration, improvement or installation.

(3) In the event District fails to remove any equipment, machinery or fixtures as provided in paragraph 5.4(2), supra, including failure due to District default under 5.4(2)(a) above, such items not removed shall, at the election of City, become the property of City. If City chooses not to accept any such equipment, machinery or fixtures, City may have them removed at District's sole cost and expense and District will reimburse City for such cost within thirty (30) days of receipt of City's invoice itemizing such costs.

(4) Upon termination of the Ground Lease, the District may, in its sole discretion, remove the Buildings at its cost and expense. If District intends to leave the Buildings in place, the District shall provide the City with at least ninety (90) days written notice of its intent. In the event that the District elects to leave the Buildings in place, the District will irrevocably reconvey the Buildings to the City under a special warranty deed and substantially the same or similar terms as set forth herein. In the event that the City decides to have the Buildings removed, the District will reimburse the City for one-half of the cost incurred by City in removing the Buildings within thirty (30) days of receipt of a correct and proper invoice from City itemizing such cost.

#### 5.6 Hazardous Materials on Ground Lease Land.

In exercising its rights under the Ground Lease, District shall comply in all respects with all federal, state, and municipal laws, ordinances, codes and regulations relating to the protection of the environment and natural resources, now existing or hereafter enacted (collectively, the "Environmental Laws"), including without limitation: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980

("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (the "Clean Water Act"), as amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. District shall immediately notify City in the event District becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. District is responsible, to the extent allowed by Texas law and to exclusion of any such responsibility of the City for its proportionate share, as determined by a court of competent jurisdiction, for any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by District or any party accessing the Premises by or through District of any one or more of the Environmental Laws, except for any violations of Environmental Laws which may be caused solely by City. This provision shall survive the expiration or termination of this Lease. Notwithstanding anything in this paragraph to the contrary, District will be permitted to operate a medical clinic which utilizes controlled and hazardous substances, as permitted by law, and will be permitted to use and store cleaning products customarily used in healthcare facilities on the Premises.

#### 6.0 Repairs and Alterations.

6.1 District shall maintain the Buildings and the Land during the Ground Lease Term in substantially as good or better condition as when the Ground Lease commenced, and keep it free from waste and nuisances of any kind. In accordance with the allocation of responsibility set forth in paragraph 6.1(b), below, District shall be responsible for performance and payment of all repairs and alterations, including all repairs or alterations less than \$10,000 ("Minor Repairs") and all other repairs and alterations ("Major Repairs"); provided, however, if the City agrees to accept the reconveyance of the District Property, City shall reimburse District for its portion (if any) of the unamortized cost of the Major Repair with a CPI Modifier, as described below, within sixty (60) days of vacation of the Premises by the District, except for a District default, and receipt of an acceptable invoice from District. Such invoice shall include a detailed description of the amortization calculation. The foregoing allocation of responsibility will be made with the following assumptions:

(a) Major Repairs will be assumed to have an economic life of ten (10) years or such longer or shorter period of time based upon the maintenance life cycle of such repair or improvement, taking into consideration the use, quality, condition and any applicable warranty period of such improvement or repair. Depending on the point in time during the Ground Lease Term when the repair or improvement is made and what type of

facility, equipment or building feature is repaired or improved, some of the amortized cost may apply to District and some may apply to City.

(b) The District shall be responsible for performing and paying for all Major Repairs in and to the Stand-Alone Facilities and the City shall be responsible for performing all Major Repairs on Shared Facilities and District will reimburse City for District's Pro Rata Share of the costs of the repair or improvement made to the Shared Facility.

(c) The Parties agree that any reimbursement by the City to the District of the unamortized costs of Major Repairs to Stand-Alone Facilities, as described above, will be subject to an adjustment to the then current cost of such repairs or improvements based upon a Consumer Price Index cost adjustment from the time of the improvement or repair to the time of the reimbursement. The CPI Modifier shall be based upon the Consumer Price Index -- All Urban Consumers, U.S. City Average, All Items published by the United States Department of Labor, Bureau of Labor Statistics (CPI-U), or its successor index.

6.2 District agrees to repair any and all damage to the Land or Shared Facilities caused by the misuse or negligence of District, District's employees or invitees.

6.3 Except as otherwise provided herein, upon termination of this Ground Lease, District shall remove all of its personal property from the Premises and deliver the Land to City, with all improvements located thereon (except as otherwise herein provided) in as good a condition as they were when they were received, reasonable wear and tear excepted, and all keys to on the District Property.

#### 7.0 Assignment and Subletting of Ground Lease.

District shall not (i) mortgage, assign, pledge or transfer this Ground Lease and any estate or interest therein; (ii) sublet the Premises or any part thereof; (iii) grant any license, concession or other right of occupancy of any portion of the Premises; or (iv) permit the use of the Premises by any parties other than District, its agents and employees, without the express prior written consent of City, which may be withheld in its reasonable discretion; provided, however, City's consent shall not be required if District assigns, transfers, sublets, licenses or otherwise grants any right of occupancy in the Premises to Central Texas Community Health Centers, to an FQHC provider, or to an entity or organization that will operate the Premises for a Permitted Use as defined in paragraph 5.1. District must give the City at least thirty (30) days prior written notice of any proposed assignment or transfer. Any such assignment, transfer, subletting, license or permission shall be construed as consistent with, and shall be granted and carried out in full compliance with, applicable FQHC Requirements, as defined in paragraph 1.3 hereof, and as the applicable FQHC Requirements may be amended.

#### 8.0 Proportionate Liability.

8.1 The Parties agree that, to the extent allowed by Texas law, each party is responsible for its own proportionate share of any liability for property damage, personal injury or death arising out of or in connected in any way to this Ground Lease and the activities undertaken hereunder, including, but not limited to the use of any Shared Facilities, as determined by a court of competent jurisdiction.

8.2 City shall not be liable to District or to District's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of District, its employees, sublessees, licensees or concessionaires, or of any other person entering the Premises under express or implied invitation of District, or arising out of the negligent use or misuse of the Premises by District or the willful misconduct of its business therein, or arising out of any breach or default by District in the performance of its obligations under this Ground Lease; and District hereby agrees that it is responsible to the extent allowed by Texas law, and to the exclusion of any such responsibility of City, for its proportionate share, as determined by a court of competent jurisdiction, of liability for any loss, expense or claim arising out of such damage or injury. District shall not be liable for any claims or damages arising from the sole negligence of the City.

8.3 All District property kept, stored or allowed to be brought within the Premises shall be at District's sole risk.

9.0 Insurance Requirements.

9.1 City is self-insured under a self-insurance program established by City.

9.2 District shall, from and after the Commencement Date, cause the Building to be insured against all risk of physical loss at the District's cost and expense. Such coverage shall be no less than 100% of the replacement cost of the Building, subject to the policy's then applicable deductible.

9.3 In addition to any specific coverage requirements set forth herein, District, from and after the Commencement Date, shall carry all insurance required by applicable law. In addition, in the event that a third party contractor will perform any alteration, improvement or repair Work hereunder, District shall comply with the specific insurance and, as applicable, bond requirements set forth in **Exhibit IV** which is attached hereto and incorporated herein for all purposes. In the event that District fails to do so, City may, but is not obligated to, procure replacement insurance coverage in accordance with the requirements set forth herein and the costs of such coverage will constitute additional Rent payable hereunder. In lieu of providing the District coverage stated herein, the District shall provide the City with an acceptable certificate of self-insurance.

9.4 If requested by the other party, City and/or District shall deliver to the requesting party, within thirty (30) days after the date hereof, certificates, or such other documentation satisfactory to the requesting party, evidencing such insurance and shall

cause all such policies to provide for thirty (30) days' prior written notice to City of any cancellation, reduction in amount or material change in coverage.

9.5 District and City agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights of subrogation against the other party. Upon request, each party agrees to furnish evidence of such waiver to the other party.

9.6 District shall maintain during the Ground Lease Term insurance that meets or exceeds the following requirements:

(1) commercial general liability insurance in the amount of \$1,000,000 with the City as a named additional insured; and

(2) Worker's Compensation insurance for District employees involved in the operation or maintenance of the Premises.

#### 10.0 Right of Entry and Inspection.

City or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to provide the services required under Section 3.2, above; provided however, City shall (unless an emergency exists) notify District in advance if City wishes to enter upon the Building when the Montopolis Clinic is closed and/or when no District official, employee or representative is present; District shall not be entitled to any abatement or reduction of Rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

#### 11.0 Condemnation.

11.1 If at any time during the Initial Term or Renewal Term Term, the whole of the Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in paragraph 11.3, this Ground Lease shall terminate on the date of such taking. If less than all of the Premises shall be so taken and in District's reasonable opinion, the remaining part is insufficient for the conduct of District's business District may, by notice to City within 60 consecutive days after notice of such taking, terminate this Ground Lease. If District exercises its option to terminate, this Ground Lease shall end on the date specified in District's notice and the Rent shall be apportioned and paid to the date of such taking.

11.2 If less than all of the Premises shall be taken and, in District's reasonable opinion communicated by notice to City within 60 consecutive days after notice of such taking, District is able to gain access to and continue the conduct of its business in the part not taken, this Ground Lease shall remain unaffected, except that District shall be entitled to a pro rata abatement of Rent based on the proportion that the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking, if the calculation is based upon the proportion of space occupied by District, otherwise the Rent

will be calculated based upon the actual costs of operation and maintenance of the Premises.

11.3 The Parties shall divide the award or awards in any condemnation proceeding in proportion to their fee and leasehold interests.

11.4 Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Premises in lieu of or under threat of condemnation.

12.0 Fire and Other Casualty.

12.1 In the event that the Buildings or any portion of the Premises, or building equipment or systems serving the Premises is damaged or destroyed (the "Damaged Property", defined so as to include the Premises being constructively not fit for the Permitted Use) by fire or other casualty or by any other cause of any kind or nature, the Parties will promptly confer to determine the most appropriate course of action. Subject to such decision and the availability of adequate funding, the City (if the Damaged Property is a Shared Facility) or the District (if the Damaged Property is a Stand-Alone Facility) shall perform the repairs or replacement work and shall proceed with reasonable diligence to restore the Damaged Property to substantially the same condition in which it existed immediately before the casualty happened. Any Rent accruing will continue to be due during any such time the Premises are unfit for occupancy and the City and District will be under a duty to mitigate and minimize such costs. The extent of any rental abatement for Shared Facilities shall be based upon the portion of the Premises rendered untenable, unfit or inaccessible for use by District, if the calculation is based upon the proportion of space occupied by District, otherwise the Rent will be calculated based upon the actual costs of operation and maintenance of the Premises. In any such an event, the City may, but is under no obligation, provide reasonable assistance to District in locating comparable lease premises for District to occupy during the time the Premises are unfit for occupancy.

12.2 If City, at its sole discretion, decides not to repair or replace the Damaged Property that is a Shared Facility, District may, at its option, determine whether: (i) to perform the repair or replacement work itself; or (ii) to terminate this Ground Lease. If District elects to proceed to repair or replace such Damaged Property, District shall perform such work at its sole cost and expense and shall proceed with reasonable diligence to restore the Damaged Property to substantially the same condition in which it existed immediately before the casualty happened.

12.2 If District decides to terminate this Ground Lease, it shall give written notice thereof to City within sixty (60) days after the date on which the damage occurred; the Rent shall abate during the unexpired portion of this Ground Lease commencing on the date of the decision to terminate; and District shall immediately surrender the Premises to the City.

13.0 City's Remedies for District Default.

13.1 If District materially defaults in the performance or observance of any provision of this Ground Lease, City shall give District written notice of the default and District shall have 30 days in which to cure such default. If District fails to cure the default in that time, City shall have the right (i) to cure the default and any costs and expenses incurred by City therefor shall be additional Rent, or (ii) to terminate this Ground Lease for a Major Default, as defined below, by delivering written notice to District in which event District shall immediately surrender the Ground Lease Land to City, and if District fails to do so, City may, after notice and appropriate court proceedings, enter upon and take possession of the Ground Lease Land or any part thereof, without being liable for prosecution of any claim for damages therefor; and District agrees to pay to City all unavoidable loss of Rent that City may suffer by reason of this termination during the remainder of the Initial Term or Renewal Term, as applicable, but for no longer than 180 days.

13.2 A "Major Default" includes a material breach of the essential terms and conditions of this Ground Lease and specifically includes a breach of the Permitted Use covenant, the Insurance requirements, and the duty to comply with Governmental Regulations, including but not limited to the Hazardous Materials covenants.

13.3 If the default by District cannot be cured within 30 days, this period may be extended for a reasonable additional time if District commences to cure the default within the 30 day period and proceeds diligently thereafter to effect the cure.

14.0 District's Remedies for City Default.

14.1 If City materially defaults in the performance of any provision of this Ground Lease, District shall give City notice specifying in what manner City has defaulted. If the default has not been cured by City within the period of time provided for elsewhere in the Lease, or otherwise within thirty (30) days after the delivery of written notice, District may: (i) withhold payment of sufficient Rent due and to accrue hereunder to cover the necessary costs estimated by District to cure the default as long as City remains in default; (ii) cure the default and deduct all expenses incurred by District therefor from the Rent due and to become due hereunder; or (iii) terminate this Lease by providing written notice to City. If the default by City cannot be cured within thirty (30) days, this period may be extended for a reasonable additional time if City commences to cure the default within the thirty (30) day period and proceeds diligently thereafter to effect the cure.

15.0 Right to Terminate Early; District's Right of First Refusal.

15.1 In addition to City's right to terminate this Ground Lease during the Renewal Term as provided in paragraph 2.1, if, during the Initial Term or the Renewal Term, City intends to transfer ownership of the City Property, including the Land and the Access Easement, to a third party, which transfer would be subject to this Ground Lease, City must give District at least one hundred eighty (180) days advance written notice of such transfer (the "Notice of Transfer").

15.2 In such an event, District shall have ninety (90) business days after receipt of the Notice of Transfer to exercise its right to negotiate the purchase of the City Property for its appraised market value (District's "Right of First Refusal"). The "appraised market value" shall be based on an appraisal provided at District's expense and prepared by a licensed real estate appraiser selected by to the City in accordance with the requirements of Section 272.001 of the Texas Local Government Code. If District elects to exercise its Right of First Refusal, then District must notify City in writing within ninety (90) business days after receipt of the Notice of Transfer that District is exercising its right to purchase the City Property ("Notice of Election to Purchase"). If District elects not to exercise its Right of First Refusal, District need take no action whatsoever. If District fails to deliver to City the Notice of Election to Purchase within the time required for such notice, District will be deemed to have refused to exercise its Right of First Refusal, at which time City shall be free to transfer, sell or convey the City Property to a third party, subject to this Ground Lease. If for any reason such transfer is not consummated, District's Right of First Refusal shall continue in full force and effect, and the Parties shall exercise their rights and fulfill their obligations in accordance herewith.

15.3 District shall have the right to terminate this Ground Lease at any time during the Initial Term or Renewal Term by giving City at least one hundred eighty (180) days prior written notice.

15.4 In the event of early termination by City or District under this Section 15, the Rent shall abate during the unexpired portion of the month in which such termination becomes effective.

16.0 Surrender of Land And Right to Relocate.

16.1 Except as expressly provided in Section 17, no act or thing done by City or its agents during the Initial Term or the Renewal Term shall be deemed an acceptance of a surrender of the Land, and no agreement to accept a surrender of the Land shall be valid unless made in writing and signed by City.

17.0 Failure to Fund.

17.1 Notwithstanding anything to the contrary in this Ground Lease, if at any time during the Initial Term or the Renewal Term, the Board of Managers of the District fails to provide funding necessary to continue this Ground Lease for the following fiscal year of the District, the District may, upon giving the other party written notice of such failure to fund and termination, terminate this Ground Lease without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of District or (b) 30 days after the District notifies the City of such failure to fund and termination.

17.2 Notwithstanding anything to the contrary in this Ground Lease, if at any time during the Initial Term or the Renewal Term, the City Council fails to provide funding necessary to continue this Ground Lease for the following fiscal year of the City, the City shall give District written notice of such failure to fund and grant to District the option to

assume City's discontinued funding obligations under the Ground Lease, which option District shall exercise by notifying City within thirty (30) days of receipt of City's failure to fund notice. If District decides not to assume City's funding obligations under this Ground Lease, this Ground Lease shall terminate without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of City or (b) 30 days after City notifies District of its failure to fund.

#### 18.0 Non-Waiver.

18.1 Any act of forbearance by either party to enforce any provision of this Ground Lease shall not be construed as a modification of this Ground Lease or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Ground Lease shall not be construed as a waiver of that right or privilege.

18.2 All rights of both Parties under this Ground Lease are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Ground Lease. Any right or remedy stated in this Ground Lease shall not preclude the exercise of any other right or remedy under this Ground Lease, the law or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

#### 19.0 Entire Agreement.

With the exception of the referenced Interlocal Agreement, this Conveyance of Building, Ground Lease and Access Easement constitutes the entire agreement between City and District with regard to the District Property. Any other statement, representation, agreement or promise, either oral or written, relating to the subject matter of the District Property that is not contained herein shall not be binding or valid. It is agreed and understood that the transitional interlocal agreement to be executed at or about the time of the execution of this Agreement will address transitional issues between the Parties, including but not limited to the provision of transitional information technology and related services described in paragraph 3.1 above. In addition, it is further agreed and understood that the Parties will formulate a set of procedures and rules in connection with the use of the Common Use Areas described in paragraph 1.3 above.

#### 20.0 Governing Law and Venue.

This Agreement and the rights and duties of City and District will be governed by Texas law. All obligations under this Agreement are performable in Travis County, Texas, and venue for any litigation arising under or in connection with this Agreement shall lie exclusively in Travis County, Texas.

#### 21.0 Notices.

(a) Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Lauraine Rizer (or successor)  
City of Austin Real Estate Services Manager  
Contract and Land Management Department  
505 Barton Springs Road, Suite 1350  
Austin, Texas 78702

Copy to: City Attorney David A. Smith (or successor)  
City Law Department  
301 West Second Street, 4<sup>th</sup> Floor  
Austin, Texas 78701

DISTRICT: Patricia A. Young Brown (or successor)  
President and CEO  
Travis County Healthcare District  
1111 E. Cesar Chavez St., Suite B  
Austin, Texas 78702

Copy to: David Escamilla, (or successor)  
Travis County Attorney  
314 West 11<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Austin, Texas 78701

(b) All Rent and other payments required to be made by the Parties hereunder shall be payable to the party entitled to receive such payment at the address above or at such other address as the Parties may specify from time to time by written notice delivered in accordance herewith; and either party may change its address for purposes of this paragraph by written notice delivered in accordance herewith. Payments may be made by check or electronic payment pursuant to an electronic payment protocol to be agreed upon by the Parties.

22.0 Invoicing and Payment.

22.1 The City will invoice the District at the following address:

Travis County Healthcare District  
ATTN: TCHD Accounts Payable  
1111 E. Cesar Chavez St., Suite B  
Austin, Texas 78702

or for submission of an electronic invoice to:  
[TCHD-Finance@traviscountyhd.org](mailto:TCHD-Finance@traviscountyhd.org).

22.2 The Parties shall pay the invoiced sum (or the non-disputed portion thereof) within thirty (30) days of receipt of a correct and proper invoice.

22.2 The Parties shall submit invoices to the other party promptly, but in no event later than fifteen (15) days of the end of the month. Invoices shall include, as applicable: (i) name, address, and telephone number of City department for payment; (iii) identification of leased premises; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; (v) payments made under this Lease to any M/WBE or HUB contractor or subcontractor(s); and (vi) any additional payment information which may be called for by the Lease.

23.0 Force Majeure.

The Parties shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to acts of God, war, riot, civil commotion, sovereign conduct, or governmental laws, regulations or restrictions.

24.0 Severability.

If any clause or provision of this Agreement is ruled illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and binding. It is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is ruled illegal, invalid or unenforceable, there be added as a part of this Agreement a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as is possible.

25.0 Amendments. Binding Effect.

This Agreement may not be amended, except in writing signed by both Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors in interest and legal representatives, except as otherwise provided. CITY ACKNOWLEDGES THAT NO DISTRICT OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE HAS ANY AUTHORITY TO AMEND THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE DISTRICT BOARD OF MANAGERS.

26.0 Quiet Enjoyment.

District shall peaceably and quietly hold and enjoy the Premises for the Initial Term and the Renewal Term, without interference from City, subject to the terms and conditions of this Ground Lease and to all matters of record affecting the Premises.

27.0 Gender and Number.

Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, unless the context otherwise requires.

28.0 Captions.

The captions in this Lease are for convenience of reference only, and shall not in any way limit or enlarge the terms and conditions of this Lease.

29.0 Dispute Resolution.

29.1 Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement.

29.2 Negotiation. In the event of a Dispute among the Parties, the Parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the Parties may submit to mediation as set forth herein.

29.3 Mediation. If a Dispute arises among the Parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The Parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

30.0 Authorized Representatives

City hereby designates its City Manager or his or her authorized designee to represent City in all matters under this Lease, including the transmission of instructions and the receipt of information, except to the extent specifically otherwise provided herein. District hereby designates its Chief Executive Officer or his or her authorized designee to represent District in all matters under this Lease, including the transmission of instructions and the receipt of information, except to the extent specifically otherwise provided herein.

CITY:

CITY OF AUSTIN

By: Lauraine Rizer  
Lauraine Rizer  
Director, Real Estate Services Division

Date: 2-26-09

Approved as to form:

[Signature]  
Assistant City Attorney

DISTRICT:

TRAVIS COUNTY  
HEALTHCARE DISTRICT

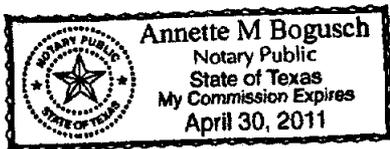
By: Patricia Young Brown  
Name: Patricia A. Young Brown  
Title: President & CEO

Date: 2/27/09

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on February 26, 2009, by Lauraine Rizer, Director, Real Estate Services Division, of the City of Austin.

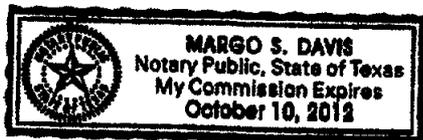


Annette M. Bogusch  
Notary Public, State of Texas

**ACKNOWLEDGMENT**

THE STATE OF TEXAS       §  
                                  §  
CITY OF TRAVIS           §

This instrument was acknowledged before me on the 27 day of February, 2009, by Patricia A. Young Brown, in the capacity stated.



Margo S. Davis  
Notary Public, State of Texas

**Exhibit I**

**Site Plan for Conveyance of Building, Ground Lease and Access Easement**

**Exhibit II**

**INSTRUMENT CONVEYING TITLE  
TO FURNITURE, EQUIPMENT AND SUPPLIES FROM THE CITY OF AUSTIN  
TO THE TRAVIS COUNTY HEALTHCARE DISTRICT**

The City of Austin, a Texas home-rule municipal corporation (the "City"), hereby transfers, conveys and delivers to the Travis County Healthcare District, a county-wide hospital district created pursuant to Chapter 281 of the Texas Health and Safety Code (the "District"), and the District hereby accepts, the furniture, equipment, and supplies used by the City in the performance of Services, as defined in the Interlocal Agreement between the City and the District, effective October 1, 2004 (the "Interlocal"), at the time the City's obligations to provide Services to the District ceases (hereinafter referred to as "Equipment"), together with all and singular the warranties, obligations, rights, and appurtenances thereunto in any way belonging to the City, to have and to hold to the District and its successors and assigns forever, except that the City shall not be required to transfer any such property if such transfer would violate the rights of a third party or would cause a disruption in other operations of the City, such as telecommunications or information technology assets, and in addition, this transfer, conveyance and delivery does not include and excludes any and all fixtures that would be considered part of the real property, including but not limited to built-in counters and other improvements which cannot be removed without damaging the Building.

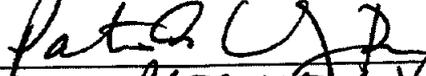
THE CITY IS MAKING THIS CONVEYANCE IN ORDER TO FULFILL A REQUIREMENT OF THE CITY UNDER SECTION 5(e)(vii) OF THE INTERLOCAL WHICH REQUIRES THE CITY TO CONVEY FURNITURE, EQUIPMENT, AND SUPPLIES TO THE DISTRICT. THE CITY HAS MADE NO REPRESENTATION, AFFIRMATION OF FACT, OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME ANY BASIS OF ANY BARGAIN BETWEEN THE CITY AND THE DISTRICT. THE EQUIPMENT IS CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS. EXCEPT FOR TITLE, THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CONDITION, MERCHANTABILITY, AND FITNESS FOR USE.

By executing this Instrument below, the District accepts the Equipment on the terms set forth herein. This Instrument is executed to be effective as of the 1st day of March, 2009.

**CITY OF AUSTIN**

Lorraine Rizer  
Printed name: Lorraine Rizer  
Title: Manager, Real Estate  
Date: 2/26/09

**TRAVIS COUNTY HEALTHCARE DISTRICT**



Printed name: PATRICK YOUNG BROWN  
Title: PRESIDENT, CEO  
Date: 2/27/09

**Exhibit III**  
**Transition Blueprint**  
**Service Provider Contracts for Operation and Maintenance**

Site	Montopolis Health				Description	Shared with two separate buildings with common parking lot:				
Address	1298 Montopolis St				Business Center	7993				
Owner	Health District				Business Center	Health District				
	Service provider	Contract #	Start Date	Frequency	Department	Responsible Party	Account #	Assumes Contract	Notes	
<b>Utilities</b>										
Drainage	Watershed Protection				CCS	Health District	Account with AE	Health District assumes contract	District contracts with Watershed Protection	none
Electric	Austin Energy				CCS	Health District	Account with AE	Health District assumes contract	District contracts with Austin Energy	none
Gas	Texas Gas Service				CCS	Health District	Account with Texas Gas	Health District assumes contract	District contracts with Texas Gas Service	none
Garbage (City pickup)	Solid Waste Services				CCS	Health District	Account with AE	Health District assumes contract	District Contracts with SWS	none
Water	Austin Water Utility	799368	799368		CCS	Health District	Account with AE	Health District assumes contract	District contracts with Water Utility	none
Wastewater	Austin Water Utility	799368	799368		CCS	Health District	Account with AE	Health District assumes contract	District contracts with Water Utility	none
<b>Services</b>										
Backflow inspection	no known device at site									
Custodial	Building Services	none	none	daily	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	none
Elevator inspection	does not apply									
Elevator maintenance	does not apply									
Fire extinguishers	AAA Fire & Safety	8080250		annual	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	FASD/Materials Control coordinates existing contract
Landscaping	Health- Program				HHS	Health District	contractor	undetermined	undetermined - shared site.	
Building sprinkled?										
Active fire panel on site?										
Sprinkler/fire panel inspection	Simplex Grinnell	Cooperative Contract		annual	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	none
Roof maintenance/repairs	Total Roofing	NA08000033		as needed	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	
Mets	Unistrut	NA08000115		bi-weekly	Building Services	Health District	Building Services used city-wide contract	Health District assumes contract	by Community Care contract	
Pest Control	Kil-A-Bug	NA07000073		monthly		Health District				
Recycling	In-House					Health District	In-house via Solid Waste	Health District contract	by Community Care contract	Solid Waste currently provides for City facilities only

Trash (dumpster)									
UPS in data rooms									
<b>HVAC</b>									
HVAC water treatment	does not apply								
Building automation (sets temperature)	does not apply								
Chiller maintenance	does not apply								
HVAC maintenance	BSD, in-house.		monthly PM	BSD	Health District		in-house	Health District contract	by Community Care contract
<b>Other</b>									
General maintenance	in-house Building Services		as required	Building Services	Health District		in-house	Health District contract	by Community Care contract
Generator fueling	does not apply								
Generator maintenance	does not apply								
Grass removal	Off the Wall	8050335	as required	Building Services	Health District		contractor	Health District contract	by Community Care contract
Key system	in-house Building Services		as required	Building Services	Health District		mostly in-house	Health District contract	by Community Care contract
Parking lot maintenance	contractor	none	as required	Building Services	Health District		contractor	undetermined	Bid out individually
Security services (guard)	None								
Security system	Community Care HRIS							Health District contract	by Community Care contract
<b>UV systems</b>									
UV lighting	Building Services		as required	Building Services	Health District		contractor	Health District contract	by Community Care contract
UV maintenance and calibration	Building Services		annual	Building Services	Health District		contractor	Health District contract	by Community Care contract
UV maintenance for HVAC/scrubber	does not apply								
<b>Comments</b>									

Take locks off City keyway.  
Schlage - C keyway  
District or City Contract with  
shared pro-rated costs

Wall units are not calibrated

## **Exhibit IV**

### Additional Third Party Contractor Insurance Requirements

#### **A. General Requirements**

District shall forward certificates of insurance with the endorsements required below to City as verification of coverage prior to the date of commencement of any third party contractor repair, improvement, or alteration work (the "Work"), EXCEPT that District shall have in place a policy of commercial general liability insurance meeting the requirements of this Lease commencing on the Effective Date. To the extent that the specific endorsements referenced herein are unavailable or that equivalent endorsements are available, the substitution of equivalent endorsements will be permitted subject to the reasonable approval of City.

District shall not allow a third party contractor to commence Work until the required insurance is obtained and has been reviewed by City. Approval of insurance by City does not relieve or decrease the liability of District hereunder and is not a limitation of liability on the part of District.

District must submit certificates of insurance for all contractors to City prior to the commencement of Work.

District's and all contractor's and, as applicable, subcontractor's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better. City will accept workers' compensation coverage written by Texas Mutual.

All endorsements naming City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must contain the following information:

Attn: Bert Lumbreras, Assistant City Manager (or successor)  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

The "other" insurance clause must not apply to City where City is an additional insured shown on any policy. It is intended that policies required in this Lease, covering both City and District, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Lease, District, contractors and, as applicable, subcontractors must carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

District shall not cause any insurance to be canceled nor permit any insurance to lapse during the Work.

District and any contractor or, as applicable, subcontractor responsible for maintaining insurance shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

City may review the insurance requirements set forth herein during the Term and may make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies) and District.

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of District.

**B. Specific Third Party Contractor Insurance Requirements**

Worker's Compensation and Employers' Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker's Compensation Act. The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$100,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

- (a) District's contractor's and, as applicable, subcontractor's policy(ies) shall apply to the State of Texas and include these endorsements in favor of City:
  - (i) Waiver of Subrogation, Form WC 420304
  - (ii) Thirty days Notice of Cancellation, Form WC 420601

Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
  - (i) Blanket contractual liability coverage for liability assumed under this contract and all contracts related to this project.
  - (ii) Independent contractor's coverage.

(iii) Products/completed operations liability for the duration of the warranty period.

(b) The policy must also include these endorsements in favor of City:

(i) Waiver of Subrogation, endorsement CG 2404 or equivalent coverage

(ii) Thirty days notice of cancellation, endorsement CG 0205 or equivalent coverage

(iii) City listed as an additional insured, endorsement CG 2010 or equivalent coverage

Business Automobile Liability Insurance. Any District contractor and, as applicable, subcontractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage,

(a) The policy must include these endorsements in favor of the City of Austin:

(i) Waiver of subrogation, endorsement TE 2046A

(ii) Thirty days notice of cancellation, endorsement TE 0202A

(iii) City listed as an additional insured, endorsement TE 9901B

Property Insurance. During the Work, if any of City's property is in the care, custody or control of a third party contractor, , then District shall provide property coverage on an "all risk of physical loss" form. The coverage must be provided on a replacement cost basis for the 100% value of City's property. If any property is being transported or stored off site by District, then transit and storage coverage must also be provided. City shall be endorsed onto the policy as a loss payee.

Builders Risk Insurance. During the construction of the Work, , District shall require its contractor to maintain an all risk builders risk insurance policy in the amount of the construction contract. The policy must name City as loss payee as its interest may appear.

Hazardous Material Insurance. For work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or, as applicable, subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

(a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined

as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of District and City.

- (b) Any contractor or, as applicable, subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to District and City.

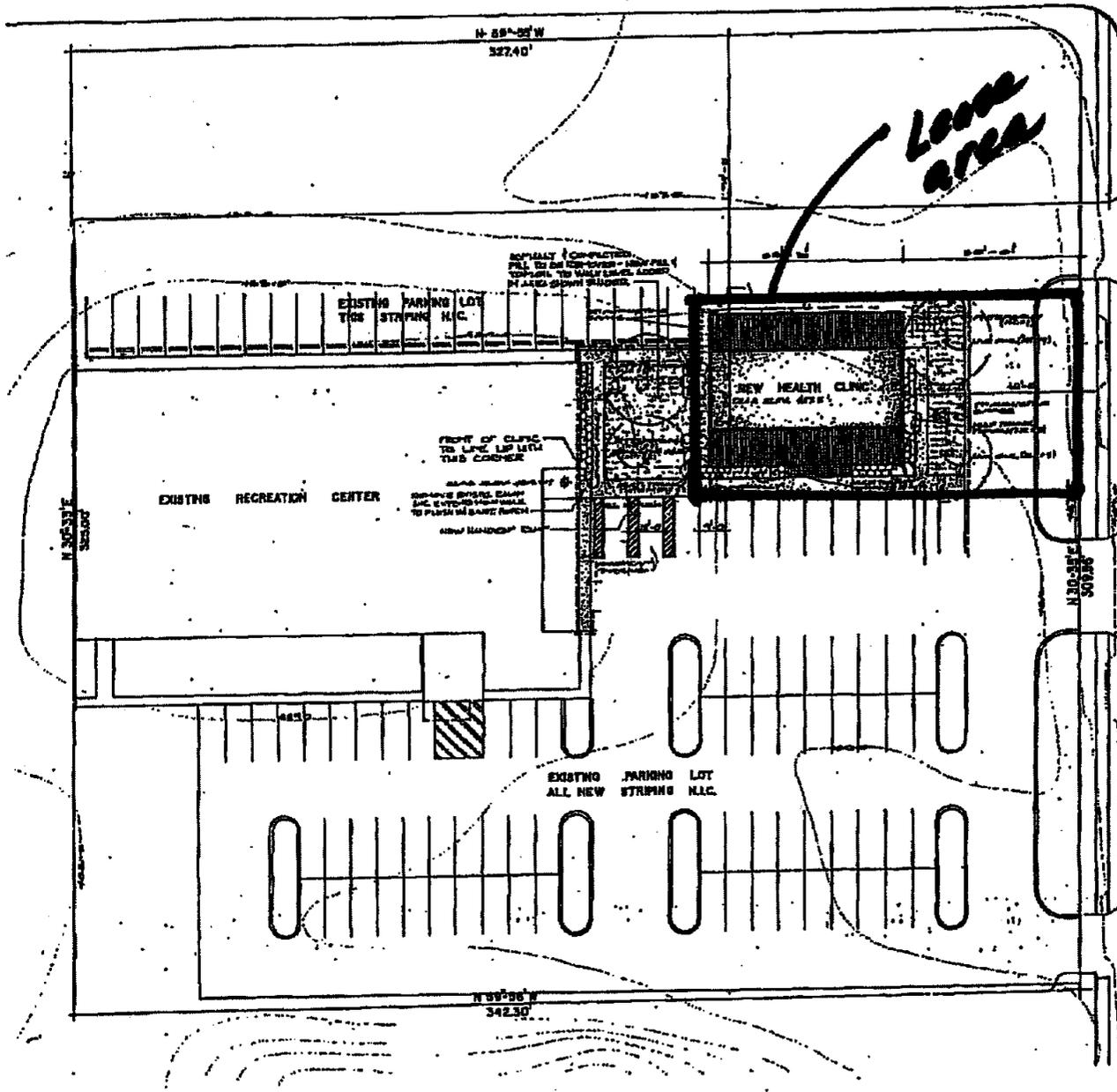
**Performance and Payment Bonds.** District shall require its general contractor, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Work, to furnish and deliver to City, legally issued surety bonds in a form approved by City, with City and District named as co-obligees. The furnishing and delivery of such bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Work and, upon the failure of the general contractor to so furnish and deliver all of the same in form, tenor and execution and with sureties satisfactory to City, no rights obtain thereunder to Contractor, no construction of the Work may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and District will be in material default under this Lease.

**Payment Bond.** If the contract is for more than \$25,000, District shall require the general contractor to provide a payment surety bond legally issued, meeting the approval of City, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

**Performance Bond.** If the contract is for more than \$100,000, District shall require contractor to provide a performance surety bond legally issued, meeting the approval of City, in an amount not less than 100% of the total contract price of the Construction

Costs, conditioned upon the prompt, full and complete performance by the general contractor of these covenants and agreements contained in the contract documents.

LARCH TERRACE



MONTOPOLIS DRIVE

MONTOPOLIS CLINIC

**EXHIBIT 1**



AFTER RECORDING, RETURN TO CITY OF AUSTIN.

Attn: Melissa Torres  
File No: 3111.142  
Montopolis Clinic Access Easement

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.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2009 Mar 26 01:43 PM 2009048236

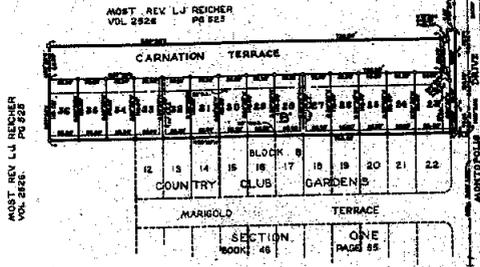
CARTERT \$152.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Jul 18-49 Recd A 1226 7.50

VAL 41 Page 46



**Conds. Desc.**  
 0 - 30'00"  
 1 - 30'00"  
 2 - 15'00"  
 3 - 15'00"  
 4 - 15'00"

**Legend**  
 1 - 30'00"  
 2 - 15'00"  
 3 - 15'00"  
 4 - 15'00"

**Country Club Gardens**  
 SECTION ONE  
 BOOK 46 PAGE 85

THE STATE OF TEXAS  
 COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS, that the Most Reverend L. J. Reicher, Bishop of the Diocese of Dallas, Texas, hereby subdivides 222 acres of land out of the Eastgate and Villa Green, in the City of Austin, Tarrant County, Texas, consisting of portions of tracts conveyed by warranty deed recorded in Volume 2828, Page 288 of the Tarrant County Public Records, as shown hereon, to be known as COUNTRY CLUB GARDENS, SECTION ONE, and does hereby dedicate to the public use of said County, Texas, and Highways as shown hereon.

WITNESSED BY ME, this the 24<sup>th</sup> day of July, A.D., 1949.



APPROVED FOR RECORDS:  
 July 17, 1949  
 Accepted and authorized for record by the Planning Commission, City of Austin, Texas, this 17<sup>th</sup> day of July, A.D., 1949.

FILED FOR RECORD at 9:00'clock A.M., this the 18<sup>th</sup> day of July, A.D., 1949.  
 Tarrant County, Texas  
 County Clerk, Texas

THE STATE OF TEXAS  
 COUNTY OF TARRANT

I, Willie Lindsay, Clerk of the County Court of Tarrant County, Texas, do hereby certify that the foregoing instrument of writing with the Certificate of Substitution was filed for record in my office on the 18<sup>th</sup> day of July, A.D., 1949 at 9:00'clock A.M. and duly recorded on the 18<sup>th</sup> day of July, A.D., 1949 at 9:00'clock A.M. in the Public Records of said County and State in Plat Book 46, Page 85.

WITNESSED BY ME AND SEAL OF THE COURT OF SAID COUNTY, this 18<sup>th</sup> day of July, A.D., 1949.

For restrictions  
 See Vol. 2702 Page 104  
 Epling from Davo County  
 City of Travis County  
 Texas  
 By: Susan W. Walker

Surveyed by:  
 [Signature]  
 8/18/49

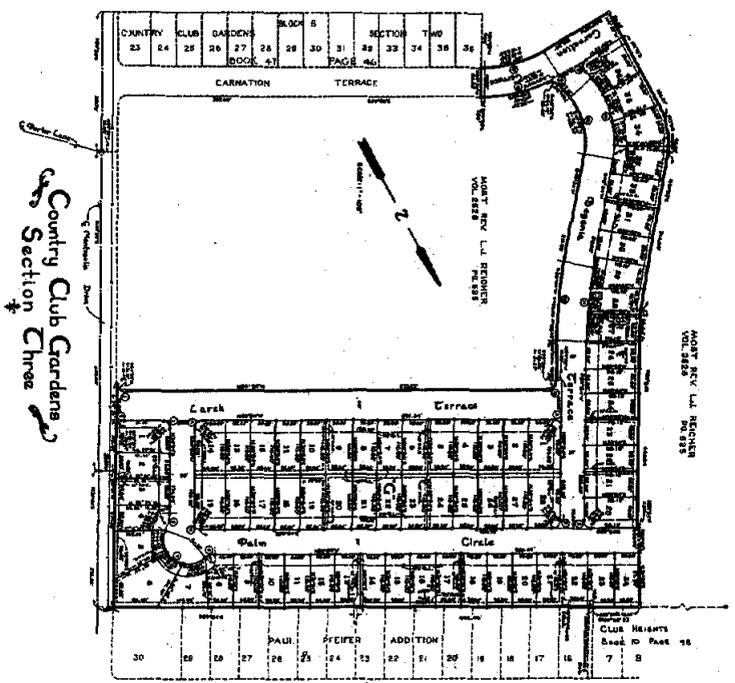


C8-69-48

VAL 41 Page 46

Nov. 13-69 RC-CH-A 4539 7.50

MOST REV. L.J. REICHER  
VOL. 2928 PG. 328



Country Club Gardens  
Section Chae

For Restrictions see Vol. 2716 Page 113

COUNTRY	CLUB	GARDEN	BLOCK	SECTION	TWP
23	24	25	26	27	28
29	30	31	32	33	34
35	36	37	38	39	40

PAUL	WEIFER	ADDITION	CLUB HEIGHTS
1	2	3	4
5	6	7	8
9	10	11	12

- Club
- Tennis
- Building
- Driveway
- Walkway
- Fence
- Gate
- Pond
- Well
- Tower
- Monument
- Sign
- Light
- Pole
- Tower
- Monument
- Sign
- Light
- Pole

**The Board of Trustees**  
 I, *[Signature]*, Secretary of the Board of Trustees, do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the County Clerk of Cook County, Illinois, on this 13th day of November, 1969.

**City of Chicago**  
 I, *[Signature]*, City Clerk, do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the City Clerk of Chicago, Illinois, on this 13th day of November, 1969.

**Approved for Registration**  
*[Signature]*  
 Notary Public

**Approved for Recording**  
*[Signature]*  
 Notary Public

**City of Chicago**  
 I, *[Signature]*, City Clerk, do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the City Clerk of Chicago, Illinois, on this 13th day of November, 1969.

**City of Cook**  
 I, *[Signature]*, City Clerk, do hereby certify that the above is a true and correct copy of the original plan as filed in the office of the City Clerk of Cook County, Illinois, on this 13th day of November, 1969.

11/13/69  
*[Signature]*  
 City Clerk

