



TEXAS
PARKS AND WILDLIFE DEPARTMENT

4200 SMITH SCHOOL ROAD • AUSTIN, TEXAS 78744 • 512-389-4800

January 13, 1998

COMMISSIONERS

LEE M. BASS
CHAIRMAN, FT. WORTH

RICHARD (DICK) HEATH
VICE-CHAIRMAN, DALLAS

FA-TEXAS

Grant E-4-L

ANDREW SANSON
EXECUTIVE DIRECTOR

ERNEST ANGELO, JR.
MIDLAND

JOHN AVILA, JR.
FT. WORTH

MICKEY BURLESON
TEMPLE

RAY CLYMER
WICHITA FALLS

CAROL E. DINKINS
HOUSTON

SUSAN HOWARD-CHRANE
BOERNE

NOLAN RYAN
ALVIN

Ms. Pat A. Langley
Assistant Regional Director for Federal Aid
Federal Aid Division
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103

Attention: Jerry F. Bentley

Dear Pat:

PERRY R. BASS
CHAIRMAN-EMERITUS
FT. WORTH

In accordance with instructions provided by your letter of May 7, 1997, I am providing copies of the documents (Deed, Settlement Statement, and Title Insurance Policy) requested after completion of the "Ivanhoe" land purchase (finalized September 30, 1997). Also I am including an affidavit recorded in Volume 13032 (page 0062), and a copy of the \$1,000,000 check from the Department to the City of Austin. These documents serve as the Final Report for this grant. Please let me know if further information is needed for your records.

Sincerely,

Neil (Nick) E. Carter
Federal Aid Coordinator

NEC:at

Enclosures

cc: Ronnie R. George
Gary L. Graham
Robert H. Wommack

13
AK

FILM CODE
00005633901

AFFIDAVIT

Before me, the undersigned authority, personally appeared Joseph Morahan, and upon his oath deposed that the following statements are true:

1. My name is Joseph Morahan. I am the Manager of the Real Estate Services Division of the Department of Public Works and Transportation of the City of Austin, and I have personal knowledge of the matters set forth herein.
2. On September, 30, 1997, the City of Austin purchased a 942.272 acre tract of land in Travis County, Texas, more fully described by metes and bounds in EXHIBIT "A" attached hereto and incorporated herein for all pertinent purposes, (known locally as the "Ivanhoe Tract") from Ivanhoe, Inc. d/b/a Quebec Ivanhoe, Inc., a Quebec corporation, as evidenced by that deed dated September 30, 1997, recorded in the Real Property Records of Travis County, Texas.
3. The City of Austin purchased the Ivanhoe Tract for inclusion in the Balcones Canyonland Preserve, using, as part of the purchase price, that \$1,000,000 grant which the City of Austin received from U.S. Fish and Wildlife Service, pursuant to the terms of that Interlocal Agreement dated May 6, 1997 between the City of Austin and the Texas Parks and Wildlife Department, a copy of which is filed with the Office of the City Clerk for the City of Austin. Paragraph 3 of said Interlocal Agreement provides as follows:
 3. BASIS FOR CALCULATING REIMBURSEABLE COST: In the event the City fails to fully comply with the terms and conditions for long-term conservation set forth in this Contract and referred to in the BCCP, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's section 6 grant from the FWS, and the property used as a match for the grant dollars shall be subject to transfer, replacement, or repayment to the United States in accordance with A, B and C below, as per instructions from FWS, the awarding agency.
 - A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the parties to this Contract. The intent of the negotiations shall be to ensure that both parties receive a share of the

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

real property that is proportionate, as nearly feasible, to their share of the funds used to purchase such real property; or

- B. Provide the FWS with real property that is of equal value agreed upon by the parties to this contract and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the parties to this Agreement and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the parties to this contract. "

City of Austin, a Texas
municipal corporation

By: 

Joseph Moran, Manager
Real Estate Services Division
DEPARTMENT OF PUBLIC WORKS AND
TRANSPORTATION

SWORN TO AND SUBSCRIBED before me, by Joseph Morahan on
October 2, 1997.

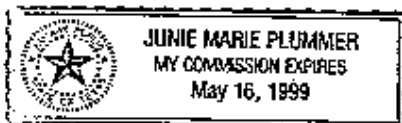
Junie Marie Plummer
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 2, 1997
by Joseph Morahan, Manager, Real Estate Services Division,
Department of Public Works and Transportation of the City of
Austin.

(SEAL)



Junie Marie Plummer
Notary Public, State of Texas

Junie Marie Plummer
Typed or Printed Name

My Commission Expires: 5-16-99

AFTER RECORDING RETURN TO:

City of Austin
P.O. Box 1088
Austin, Texas 78767-8839
Attn: Junie Marie Plummer
Real Estate Services Division

COA File #3334.21
TCAD # 01-5127-0104 & 01-5127-0108

FILED

97 OCT -2 AM 10:04

DANA DEBEAUVOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

OCT 2 1997



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: 90006747 TRAVIS: 80305 DEPT: REGULAR RECORD \$13.00
CASHIER: KTHU FILE DATE: 10/2/97 TRANS DATE: 10/2/97
PAID BY: VOUCHER 03 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13032 0064

OWNER POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.


Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned by:


Authorized Signatory

STEWART TITLE AUSTIN, INC.
Company 100 Congress, Suite 200
Austin, Texas 78701

City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws, that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend; (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS Continued
(continued and concluded from reverse side of Policy Face)

records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS;
TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro rata.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the

Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

STEWART TITLE
GUARANTY COMPANY

POLICY
OF
TITLE
INSURANCE

STEWART TITLE
GUARANTY COMPANY

P. O. Box 2029
Houston, Texas 77252

PREMIUM AMOUNT	RATE RATES	PROPERTY TYPE	COUNTY CODE	LIABILITY AT REISSUE RATE			
1 25,431.00	2 1200 0500	3 C	4 453	5	6	7	8

T-1 OWNER POLICY SCHEDULES - FORM PRESCRIBED BY THE TEXAS DEPARTMENT OF INSURANCE - REVISED 1/1/93

SCHEDULE A

OOC NO.:

GF NO.: 94090184 UNIT NO. 32

Owner Policy No.: O-5841-113256

Date of Policy: September 30, 1997

Amount of Insurance: \$ FOUR MILLION FIVE HUNDRED THOUSAND & 00/100 -- (\$ 4,500,000.00) -- DOLLARS

1. Name of Insured: CITY OF AUSTIN
2. The estate or interest in the land that is covered by this policy is:
FEE SIMPLE
3. Title to the estate or interest in the land is insured as vested in:
CITY OF AUSTIN
4. The land referred to in this policy is described as follows:

942.272 acres of land, more or less, out of the S.P.R.R. Co. Surveys No. 1, 3 and 4 (The William Preece Survey No. 4), the Heirs of William L. Swain Survey No. 810, and the Alex E. Patton Survey No. 541, in Travis County, Texas, the same being all of that certain 947.827 acre tract described in deed to Ivanhoe Properties, Inc., in Volume 11204, Page 1023, of the Real Property Records of Travis County, Texas; SAVE AND EXCEPT that certain 5.273 acres of land, more or less, conveyed to the State of Texas in Vol. 11349, Page 649, of the Real Property Records of Travis County, Texas: said 942.272 acres of land more particularly described by metes and bounds in the attached Exhibit "A".

**OWNER POLICY
SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Policy No. O-5841-113256

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~XX~~
 {The Company must either insert specific recording data or delete this exception.}
 (THIS EXCEPTION IS DELETED IN ITS ENTIRETY.)
 2. ~~XX~~
~~XX~~
 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations,
 governments or other entities,
- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams,
 lakes, bays, gulfs, or oceans or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any
 government or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation , or the right of
 access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 1997 and subsequent years,
 and subsequent taxes and assessments by any taxing authority for prior years due to change in land
 usage or ownership.
 6. The following matters and all terms of the documents creating or offering evidence of the matters:
 {The Company must insert matters or delete this exception.}
- Vendor's lien retained in a Deed dated SEPTEMBER 30, 1997 from
 IVANHOE, INC., d/b/a QUEBEC IVANHOE, INC., a Quebec corporation,
 to CITY OF AUSTIN, a Texas municipal corporation, securing the
 payment of one note of even date therewith in the original
 principal amount of \$3,400,000.00 payable to IVANHOE, INC.
 d/b/a QUEBEC IVANHOE, INC., a Quebec corporation and being
 additionally secured by a Deed of Trust of even date to JULIAN
 LOCKWOOD, Trustee, filed for record SEPTEMBER 30, 1997 and duly
 recorded in Vol. 13030, Page 1977 of the Real Property Records
 of Travis County, Texas. And, together with all other indebtedness of
 any kind whatsoever secured or to be secured thereby, being further
- Continued on next page

Countersigned: ~~STEWART TITLE AUSTIN, INC.~~

By: [Signature]
Authorized Countersignature

STEWART TITLE
GUARANTY COMPANY

SCHEDULE B CONTINUED

O-5841-113256

CONTINUATION OF SCHEDULE "B", NO. 6
subject to the terms, conditions, and stipulations contained in said
note and Deed of Trust.

SCHEDULE "B" CONTINUED

7. 100' wide electric transmission and distribution line easements located across the northwest portion of the property, granted to Lower Colorado River Authority, as described in Vol. 775, Page 207, of the Deed Records of Travis County, Texas (see note 11 on survey dated Dec. 31, 1996, made by Judith J. McGray, RPLS).
8. A 100' electric line easement located across the northwest portion of the property, granted to the City of Austin, as described in Vol. 8201, Page 545, of the Real Property Records of Travis County, Texas.
9. A permanent non-exclusive underground wastewater easement along with a temporary non-exclusive work area easement located in the most southern corner of the property, granted to the City of Austin and West Bull Creek Wastewater Joint Venture, as described in Vol. 10472, Page 105, of the Real Property Records of Travis County, Texas.
10. A 45' access and blanket public utility easements located in the southwest portion of the property, granted to F-Development Corporation, as described in Vol. 7440, Page 215, and Vol. 7597, Page 708, of the Real Property Records of Travis County, Texas. This easement benefits the 100 acre tract released from all liens shown on Schedule "C".
11. Guy wire easements located along the southerly property line, granted to the City of Austin, as described in Vol. 3108, Page 699, of the Deed Records of Travis County, Texas.
12. Temporary and permanent waterline easements located across portions of the property, as awarded to the City of Austin on Nov. 23, 1987, as fully described in Final Judgment recorded in Vol. 10499, Page 825, of the Real Property Records of Travis County, Texas.
13. This policy expressly does not guarantee against the rights of persons who are in possession of any portion of the subject property that lies outside of the fences shown on the survey-plat dated Dec. 31, 1996, made by Judith J. McGray, Registered Public Land Surveyor.
14. This policy expressly does not guarantee title to that property lying within the fences evidently bounding the property, but outside the boundary lines of the subject property shown on the survey-plat dated Dec. 31, 1996, made by Judith J. McGray,

Continued on next page

SCHEDULE B CONTINUED

O-5841-113256

Registered Public Land Surveyor.

15. Dirt roads located across portions of the property, as shown on the survey-plat dated Dec. 31, 1996, made by Judith J. McGray, Registered Public Land Surveyor (subject to possible use by others).
16. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, including rights of ingress and egress at all times for the purpose of exploring and developing the same, all of which are expressly excepted herefrom and not insured hereunder, as reserved by Louise H. Beard, J. B. Beard, Elsie Beard Hunt, Nancy Beard McCollum and James Lealand Beard, their heirs and assigns, described in deed dated Sept. 20, 1979, recorded in Vol. 6752, Page 272, of the Deed Records of Travis County, Texas.
17. Section 14 of the Conditions and Stipulations of this policy is hereby deleted.

S T E W A R T T I T L E
GUARANTY COMPANY

IMPORTANT INFORMATION

**FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER**

1-800-729-1902

**ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT**

1-800-252-3439

to obtain information:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771**

AVISO IMPORTANTE

**PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS**

1-800-729-1902

**TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL**

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771**

FILM CODE
00005633023

41. *AD*
SEP 18 1997

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

DATE: September 30, 1997

GRANTOR: Ivanhoe Inc., d/b/a Quebec Ivanhoe, Inc., a Quebec corporation

GRANTOR'S MAILING ADDRESS :
World Trade
Centre Montreal
413 St-Jacques Street
Montreal, Quebec H2Y 3Z4

GRANTEE: City of Austin, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS:
P.O. Box 1088
Austin, Texas 78767-8839
Attn.: Real Estate Services Division

21-74070784-517
CONSIDERATION: \$4,500,000.00 consisting of a cash payment of \$1,100,000.00 and a promissory note of even date herewith, in the original principal sum of \$3,400,000.00 executed by Grantee, payable to the order of Grantor. A vendor's lien, together with superior title to the Property, is retained by Grantor for the purpose of securing said note, which is additionally secured by a deed of trust of even date herewith against the Property.

PROPERTY (including any improvements):

All that certain 942.272 acre tract of land, more or less, in Travis County, Texas, described in EXHIBIT "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. See Exhibit "B" attached hereto and incorporated herein.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty expressly stated herein, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns, include the plural.

PROPERTY CONVEYED "AS IS"; EXPRESS DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED BY GRANTOR, AND PURCHASED AND ACCEPTED BY GRANTEE, WITHOUT REPRESENTATIONS OR WARRANTIES BY OR ON BEHALF OF GRANTOR, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, CONSTRUCTION, CONDITION, MERCHANTABILITY, DEVELOPABILITY, FITNESS OR USABILITY OF THE PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES; AND WILL BE CONVEYED AND ACCEPTED "AS IS, WHERE IS, WITH ALL FAULTS, IN ITS EXISTING FORM, STATE AND CONDITION," INCLUDING LATENT OR UNDISCOVERED DEFECTS, WITHOUT RECOURSE AGAINST THE GRANTOR OR ANY OF ITS OFFICIALS, EMPLOYEES, REPRESENTATIVES, AGENTS OR AFFILIATES WITH RESPECT TO THE CONDITION, FITNESS OR TERMS OF SAID PROPERTY, OR THE GRANTOR'S OR GRANTEE'S RIGHTS, PRIVILEGES AND INTERESTS THEREIN, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THE SPECIAL WARRANTY DEED. IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATION AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OR TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE GRANTOR EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY OF THE APPRAISAL, ENVIRONMENTAL, PLANNING OR OTHER INFORMATION PROVIDED TO GRANTEE IF ANY OR THEREAFTER, IT BEING UNDERSTOOD THAT THIS INFORMATION WAS SUPPLIED SOLELY FOR THE PURPOSE OF DISCLOSING THE INFORMATION WHICH THE GRANTOR HAD IN ITS POSSESSION REGARDING THE PROPERTY, UPON THE CONDITION AND WITH THE UNDERSTANDING THAT GRANTEE IS REQUIRED TO CONDUCT, AND HAS IN FACT CONDUCTED, ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, DEVELOPABILITY, FEASIBILITY, FITNESS, ACCEPTABILITY AND USABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES AND THE CONDITION OF TITLE TO THE PROPERTY, AND HAS RELIED SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY.

GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

A KNOWLEDGEABLE GRANTEE OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. UPON CLOSING, GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR SHALL SELL AND CONVEY TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OR GRANTOR OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

Any provision in the note, this deed, the deed of trust, or in any other document securing the note, to the contrary notwithstanding, it is expressly understood and agreed that in the event sufficient funds are not appropriated for the payment of the amounts due under the note, or under any collateral document securing the same, then Grantee may terminate its payment obligations under the note, and under any collateral documents securing the note. Any provision in the note, the deed, the deed of trust, or in any other document securing the note to the contrary notwithstanding, it is expressly understood and agreed that in the event sufficient funds are not appropriated for the payment of the amounts due under the note, or under any collateral document securing the same, then Maker may terminate its payment obligations under the note, and under any collateral documents securing the note. Grantee agrees that in the event it terminates its payment obligations in accordance with the terms of this provision, Grantee will promptly reconvey the Property to Grantor by Special Warranty Deed, subject to the Permitted Exceptions, and Grantor shall be entitled to retain all payments made by Grantee for the purchase of the Property prior to such termination. Termination of Grantee's payment obligations in accordance with the terms of this provision shall not be deemed a default by Grantee on its obligations under the note or under any collateral document securing the note, and Grantee shall not be personally liable for any unpaid amounts due under the note or under any collateral document securing the same, or for any deficiency.

Grantor has caused this instrument to be executed on this the
30 day of September, 1997.

Grantor:

IVANHOE, INC., d/b/a Quebec
Ivanhoe, Inc.,
a Quebec corporation

By: 

Name: SUZANNE VERZINA

Title: Assistant Secretary

By: 

Name: PAUL S. CHEHAB

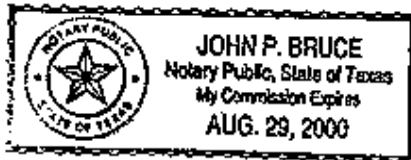
Title: Vice President

ACKNOWLEDGMENT

~~COUNTRY OF CANADA~~ §
~~THE STATE OF TEXAS~~ §
~~PROVINCE OF QUEBEC~~ §
~~COUNTY OF TRAVIS~~

This instrument was acknowledged before me on the 30 day of September, 1997, by SUZANNE VERINA, Assistant Secretary of Ivanhoe Inc., d/b/a Quebec Ivanhoe, Inc., a Quebec corporation, on behalf of said corporation.

(SEAL)



[Signature]
Notary Public for State of Texas

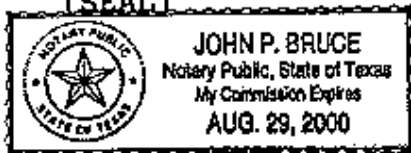
Printed Name of Notary

My commission expires: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30 day of September, 1997, by PAUL S. CHEHAS, Vice President of Ivanhoe Inc., d/b/a Quebec Ivanhoe, Inc., a Quebec corporation, on behalf of said corporation.

(SEAL)



[Signature]
Notary Public for State of Texas

Printed Name of Notary

My commission expires: _____

AFTER RECORDING, RETURN TO:

City of Austin
Real Estate Services Division
P.O. Box 1088
Austin, Texas 78767-8839
Attention: Junie Plummer, Property Agent
File # 3334.21
TCAD # 01-5127-0104 & 01-5127-0108

AFTER RECORDING RETURN TO

JOHN P. BRUCE
STEWART TITLE
P. O. BOX 1806
AUSTIN, TX. 78767

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



C:\ACADLT2\BCCP\IVANHOE.DWG
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DESCRIPTION

DESCRIPTION OF 942.272 ACRES OF LAND OUT OF THE S.P.R.R. CO. SURVEYS NO. 1, 3, AND 4 (THE WILLIAM PREECE SURVEY NO. 4), THE HEIRS OF WILLIAM L. SWAIN SURVEY NO. 810, AND THE ALEX E. PATTON SURVEY NO. 541, IN TRAVIS COUNTY, TEXAS, A PORTION OF WHICH IS ALSO IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN 947.827 ACRE TRACT DESCRIBED IN A DEED TO IVANHOE PROPERTIES, INC., OF RECORD IN VOLUME 11204, PAGE 1023, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 5.273 ACRE TRACT DESCRIBED IN A DEED TO THE STATE OF TEXAS FOR RM 2222, OF RECORD IN VOLUME 11349, PAGE 649, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 942.272 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the southwest corner of this tract and of said Ivanhoe tract, same being the southeast corner of that certain tract described in a deed to 2222 Research Park, Ltd., of record in Volume 12297, Page 274, Real Property Records of Travis County, Texas, same also being in the north line of that certain tract described in a deed to Charles R. Turner, Trustee, of record in Volume 11327, Page 1122, Real Property Records of Travis County, Texas;

THENCE, with the west line of this tract and of said Ivanhoe tract, and the east line of said 2222 Research Park, Ltd. tract, generally with or near a fence, the following six courses numbered 1 through 6:

- 1.) N28°18'00"E 173.53 feet to a 1/2" iron rod found;
- 2.) N28°17'32"E 115.07 feet to a 1/2" iron rod found;
- 3.) N28°29'41"E 235.59 feet to a 1/2" iron rod found;
- 4.) N28°01'46"E 255.71 feet to a 1/2" iron rod found;
- 5.) N28°16'22"E 228.08 feet to a metal T-post in concrete found;
- 6.) N28°09'24"E 227.15 feet to a 1/2" iron rod found at the northeast corner of said 2222 Research Park, Ltd. tract, same being the most northerly southeast corner of that certain tract described in a deed to Ranch Partnership, Ltd., of record in Volume 9326, Page 1, Real Property Records of Travis County, Texas;

THENCE, continuing with the west line of this tract and of said Ivanhoe tract, and the east line of said Ranch Partnership, Ltd. tract, generally with or near a fence, the following thirty-three courses numbered 7 through 39:

- 7.) N28°31'06"E 195.63 feet to a 1/2" iron rod found;
- 8.) N28°21'37"E 213.08 feet to a metal T-post in concrete found;
- 9.) N28°01'59"E 105.13 feet to a 1/2" iron rod found;
- 10.) N28°14'39"E 254.79 feet to a metal T-post in concrete found;
- 11.) N28°03'44"E 87.37 feet to a 1/2" iron rod found;
- 12.) N28°31'51"E 173.96 feet to a 1/2" iron rod found;
- 13.) N29°07'23"E 115.27 feet to a 1/2" iron rod found;
- 14.) N27°50'51"E 114.43 feet to a 1/2" iron rod found;
- 15.) N28°25'50"E 137.56 feet to a 1/2" iron rod found;
- 16.) N26°58'21"E 82.70 feet to a 1/2" iron rod found;
- 17.) N27°52'10"E 79.94 feet to a 1/2" iron rod found;
- 18.) N27°33'31"E 91.79 feet to a 1/2" iron rod set;
- 19.) N26°18'09"E 115.22 feet to a 1/2" iron rod found;
- 20.) N29°13'14"E 123.48 feet to a 1/2" iron rod found;
- 21.) N28°27'50"E 255.03 feet to a 1/2" iron rod found;
- 22.) N28°05'51"E 252.90 feet to a 1/2" iron rod found;
- 23.) N28°31'28"E 318.08 feet to a 1/2" iron rod found;
- 24.) N28°15'26"E 138.47 feet to a 1/2" iron rod found;
- 25.) N28°45'24"E 125.90 feet to a spindle set in rock;
- 26.) N28°21'14"E 499.87 feet to a 1/2" iron rod found;
- 27.) N28°34'16"E 168.41 feet to a 1/2" iron rod found;
- 28.) N28°28'15"E 433.46 feet to a 1/2" iron rod found;
- 29.) S67°19'56"E 374.14 feet to a 1/2" iron rod found;
- 30.) S60°36'35"E 189.95 feet to a 1/2" iron rod found;
- 31.) S61°08'57"E 143.19 feet to an "X" set in rock;
- 32.) S56°33'05"E 36.21 feet to a 1/2" iron rod found;
- 33.) N28°32'54"E 571.19 feet to a 1/2" iron rod set;
- 34.) S62°08'55"E 88.56 feet to a 1/2" iron rod found;
- 35.) S61°53'20"E 223.10 feet to a 1/2" iron rod found;
- 36.) S61°46'59"E 281.24 feet to a 1/2" iron rod found;
- 37.) N27°49'45"E 145.05 feet to a 1/2" iron rod found;
- 38.) N27°55'23"E 214.81 feet to a 1/2" iron rod found;
- 39.) N27°54'21"E 328.70 feet to a 1/2" iron rod found at the northwest corner of this tract and of said Ivanhoe tract, same being at the southwest corner of that certain tract described in a deed to the Beard Family Partnership, of record in Volume 12640, Page 908, Real Property Records of Travis County, Texas;

THENCE, with the north line of this tract and of said Ivanhoe tract, and the south line of said Beard Family Partnership tract, generally with or near a fence, the following twenty-two courses numbered 40 through 61:

- 40.) S61°47'01"E 198.48 feet to a 1/2" iron rod found;
- 41.) S61°47'59"E 370.31 feet to a 1/2" iron rod set;
- 42.) S61°50'01"E 371.88 feet to a 1/2" iron rod found;
- 43.) S62°03'40"E 183.42 feet to a 1/2" iron rod found;
- 44.) S62°20'25"E 167.04 feet to a 1/2" iron rod found;
- 45.) S61°36'02"E 220.97 feet to a 1/2" iron rod found;
- 46.) S61°25'30"E 129.72 feet to a 1/2" iron rod found;
- 47.) S62°02'47"E 123.50 feet to a 1/2" iron rod found;
- 48.) S61°45'25"E 193.75 feet to a 1/2" iron rod found;
- 49.) S61°59'24"E 146.42 feet to a spindle set;
- 50.) S62°32'14"E 62.57 feet to a 1/2" iron rod found;
- 51.) S61°33'15"E 139.85 feet to a 1/2" iron rod found;
- 52.) S80°38'15"E 65.13 feet to a 1/2" iron rod found;
- 53.) S80°05'09"E 94.85 feet to a 1/2" iron rod found;
- 54.) S48°55'16"E 54.03 feet to a 1/2" iron rod found;
- 55.) S46°17'50"E 133.10 feet to a 1/2" iron rod found;
- 56.) S62°09'47"E 109.91 feet to a 3/4" iron pipe found;
- 57.) S62°37'42"E 205.73 feet to a 1/2" iron rod found;
- 58.) S61°21'41"E 57.93 feet to a 1/2" iron rod found;
- 59.) S61°23'12"E 130.15 feet to a 1/2" iron rod found;
- 60.) S62°15'38"E 139.86 feet to a 1/2" iron rod found;
- 61.) S61°58'44"E 670.54 feet to a 1/2" iron rod found the northeast corner of this tract and, of said Ivanhoe tract, same being the southeast corner of said Beard Family Partnership tract, same also being in the west line of that certain tract described in a deed to the City of Austin, of record in Volume 12327, Page 878, Real Property Records of Travis County, Texas;

THENCE, with the east line of this tract and of said Ivanhoe tract, generally with or near a fence through course 67, the following twenty-seven courses numbered 62 through 88:

- 62.) with the west line of said City of Austin tract, S27°52'58"W 625.15 feet to a 1/2" iron rod found;
- 63.) with the west line of said City of Austin tract, S28°09'04"W at 55.11 feet passing 0.13 of one foot west of a 1/2" iron rod found at the most westerly or southwest corner of said City of Austin tract, same being the northwest corner of that certain tract described in a street deed to the City of Austin, of record in Volume 12397, Page 392, Real Property Records

of Travis County, Texas, as staked on the ground and shown in Jester Point 2 Section 7, a subdivision of record in Book 94, Pages 318-319, Plat Records of Travis County, Texas, and continuing with the west line of said street deed tract as staked, at 145.13 feet passing 0.07 of one foot east of a 1/2" iron rod found at the southwest corner of said street deed tract as staked and the northwest corner of Lot 65, Block E, of said Jester Point 2 Section 7, and continuing with the west line of said Lot 65, and Lots 64, 63, and 62, Block E, of said Jester Point 2 Section 7, at 225.17 feet passing 0.09 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 65 and 64, at 305.11 feet passing a 1/2" iron rod found at the common rear corner of said Lots 64 and 63, at 385.13 feet passing 0.06 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 63 and 62, in all a total distance of 449.91 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 62;

- 64.) with the west line of Lots 62, 61, 60, 59, and 58, Block E, of Jester Point 2 Section 7, continuing with the west line of Lots 34 and 33, Block E, of said Jester Point 2 Section 6-B, a subdivision of record in Book 91, Pages 55-58, Plat Records of Travis County, Texas, and continuing with the west line of Lot 11, Block E, of said Jester Point 2 Section 7, S28°03'09"W at 101.22 feet passing 0.09 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 61 and 60, at 164.22 feet passing of a 1/2" iron rod found at the common rear corner of said Lots 60 and 59, at 314.19 feet passing 0.17 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 59 and 58, at 474.23 feet passing 0.14 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 58 and 34, at 599.20 feet passing 0.06 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 34 and 33, at 744.29 feet passing 0.17 of one foot west of a 1/2" iron rod found at the common rear corner of said Lots 33 and 11, same being the southwest corner of Lot 32, of said Jester Point 2 Section 6-B, in all a total distance of 824.40 feet to a 1/2" iron rod found at the southwest corner of said Lot 11, same being the northwest corner of Lot 10, Block E, of said Jester Point 2 Section 7;
- 65.) with the west line of said Lot 10, S26°56'33"W 102.66 feet to a 1/2" iron rod found an angle point in the west line of said Lot 10;
- 66.) with the west line of said Lot 10, S28°10'48"W 182.41 feet to a 1/2" iron rod found at the westerly corner of said Lot 10, same being the northeast corner of Lot 38, Block C, Canyon Ridge Phase A Section 3, a subdivision of record in Book 92, Pages 90-91, Plat Records of Travis County, Texas;

- 67.) with the north line of Lots 38 and 37, Block C, Canyon Ridge Phase A Section 3, N85°18'55"W at 68.03 feet passing 0.11 of one foot north of a 1/2" iron rod found at the common rear corner of said Lots 38 and 37, in all a total distance of 121.39 feet to a 1/2" iron rod found at an angle point in the north line of said Lot 37;
- 68.) with the north line of Lots 37, 36, and 35, Block C, Canyon Ridge Phase A Section 3, N81°39'08"W at 24.87 feet passing a 1/2" iron rod found at the common rear corner of said Lots 37 and 36, at 105.22 feet passing 0.44 of one foot north of a 1/2" iron rod found at or near the common rear corner of said Lots 36 and 35, in all a total distance of 141.80 feet to a 1/2" iron rod found at an angle point in the north line of said Lot 35;
- 69.) with the north line of said Lot 35, S86°57'47"W 103.29 feet to a 1/2" iron rod found at an angle point in the north line of said Lot 35;
- 70.) with the north line of Lots 35 and 34, Block C, Canyon Ridge Phase A Section 3, N76°53'09"W at 96.32 feet passing 0.05 of one foot north of a 1/2" iron rod found at the common rear corner of said Lots 35 and 34, in all a total distance of 121.52 feet to a 1/2" iron rod found at an angle point in the north line of said Lot 34;
- 71.) with the north line of said Lot 34, N87°18'38"W 162.47 feet to a 1/2" iron rod found at the northwest corner of said Lot 34;
- 72.) with the west line of said Lot 34, S04°15'27"E 152.45 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 34;
- 73.) with the west line of Lots 34 and 33, Block C, Canyon Ridge Phase A Section 3, S06°08'57"E 108.12 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 33;
- 74.) with the west line of Lots 33 and 32, Block C, Canyon Ridge Phase A Section 3, S07°47'11"E at 64.72 feet passing a 1/2" iron rod found at the common rear corner of said Lots 33 and 32, at 89.59 feet passing 0.07 of one foot west of a 1/2" iron rod found in the west line of said Lot 32, in all a total distance of 116.57 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 32;
- 75.) with the west line of Lots 32, 31, and 30, Block C, Canyon Ridge Phase A Section 3, S07°37'20"E at 33.96 feet passing a 1/2" iron rod found at the common rear corner of said Lots 32 and 31, at 115.46 feet passing a 1/2" iron rod found in the west line of said Lot 31, at 208.11 feet passing a 1/2" iron rod found at the common rear corner of said Lots 31 and 30, in all a total distance of 223.77 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 30;
- 76.) with the west line of said Lot 30, S17°34'24"E 88.77 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 30;

- 77.) with the west line of Lots 30, 29, and 28, Block C, Canyon Ridge Phase A Section 3, S25°38'32"E 184.45 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 28;
- 78.) with the west line of Lots 28 and 27, Block C, Canyon Ridge Phase A Section 3, S24°49'43"E at 49.10 feet passing a 1/2" iron rod found at the common rear corner of said Lots 28 and 27, in all a total distance of 122.54 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 27;
- 79.) with the west line of Lots 27, 26, 25, 24, and 23, Block C, Canyon Ridge Phase A Section 3, S25°49'13"E at 12.24 feet passing a 1/2" iron rod found at the common rear corner of said Lots 27 and 26, at 76.74 feet passing 0.11 of one foot west of a spindle found at the common rear corner of said Lots 26 and 25, at 240.51 feet passing a 1/2" iron rod found in the west line of said Lot 23, in all a total distance of 326.25 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 23;
- 80.) with the west line of Lots 23 and 22, Block C, Canyon Ridge Phase A Section 3, S20°46'21"E at 2.77 feet passing 0.06 of one foot west of a 1/2" iron rod found at the common rear corner of said Lots 23 and 22, in all a total distance of 85.10 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 22;
- 81.) with the west line of Lots 22 and 21, Block C, Canyon Ridge Phase A Section 3, S28°48'19"E 141.22 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 21;
- 82.) with the west line of Lots 21 and 20, Block C, Canyon Ridge Phase A Section 3, S32°52'42"E 185.18 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 20;
- 83.) with the west line of Lot 20, Block C, Canyon Ridge Phase A Section 3, and continuing with the west line of Lots 19, 16, and 12, Block C, Canyon Ridge Phase A Section 2, a subdivision of record in Book 88, Pages 176-177, Plat Records of Travis County, Texas, S36°12'53"E at 7.42 feet passing 0.14 of one foot east of a 1/2" iron rod found at the common rear corner of said Lot 20 and 19, at 48.01 feet passing a 1/2" iron rod found and at 68.92 feet passing 0.05 of one foot east of a 1/2" iron rod found, both in the west line of said Lot 16, at 181.16 feet passing a 1/2" iron rod found at the common rear corner of said Lots 16 and 12, in all a total distance of 211.46 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 12;
- 84.) with the west line of Lots 12 and 11, Block C, Canyon Ridge Phase A Section 2, S37°05'58"E at 12.84 feet passing a 1/2" iron rod found at the common rear corner of said Lots 12 and 11, at 58.50 feet passing a

1/2" iron rod found in the west line of said Lot 11, in all a total distance of 81.84 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 11;

- 85.) with the west line of Lots 11 and 10, Block C, Canyon Ridge Phase A Section 2, S38°54'36"E at 144.42 feet passing a 1/2" iron rod found and at 186.47 feet passing 0.89 of one foot west of a 1/2" iron rod found, both in or near the west line of said Lot 11, at 219.38 feet passing a 1/2" iron rod found at the common rear corner of said Lots 11 and 10, in all a total distance of 276.77 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 10;
- 86.) with the west line of said Lot 10, S39°00'59"E 114.09 feet to a 1/2" iron rod found at an angle point in the west line of said Lot 10;
- 87.) with the west line of Lots 10, 7, 6, 5, 4, and 1, Block C, Canyon Ridge Phase A Section 2, S39°11'09"E at 46.75 feet passing a 1/2" iron rod found at the common rear corner of said Lots 10 and 7, at 146.80 feet passing 0.06 of one foot west of a 1/2" iron rod found at the common rear corner of said Lots 7 and 6, at 266.75 feet passing 0.09 of one foot west of a 1/2" iron rod found at the common rear corner of said Lots 6 and 5, at 435.13 feet passing 0.08 of one foot west of a 1/2" iron rod found in the west line of said Lot 5, at 569.40 feet passing a 1/2" iron rod found at the common rear corner of said Lots 5 and 4, at 606.72 feet passing 0.07 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 4 and 1, in all a total distance of 756.53 feet to a 1/2" iron rod found at the southwest corner of said Lot 1, same being in the west line of Lot 13, Block A, Canyon Ridge Phase A Section One, a subdivision of record in Book 86, Pages 144B-144C, Plat Records of Travis County, Texas;
- 88.) with the west line of Lots 13 and 12, Block A, of said Canyon Ridge Phase A Section One, and continuing with the west line of the Park Lot 5, and Lot 6, Block A, Canyon Ridge Phase B, a subdivision of record in Book 93, Pages 5-9, Plat Records of Travis County, Texas, S39°02'46"W at 628.62 feet passing 0.06 of one foot east of a 1/2" iron rod found at the common rear corner of said Lots 12 and 5, at 1311.22 feet passing 0.08 of one foot east of a 1/2" iron rod found in the rear of said Lot 5, at 1678.58 feet passing 0.07 of one foot west of a 1/2" iron rod found at the common rear corner of said Lots 5 and 6, at 2258.18 feet passing 0.47 of one foot west of a 1/2" iron rod found in or near the west line of said Lot 6, in all a total distance of 2694.27 feet to a 1/2" iron rod found at the southeast corner of this tract and the southwest corner of said Lot 6, same also being in the north line of RM 2222, said point being the northeast corner of that strip of land out of the Ivanhoe tract described in a

deed to the State of Texas for RM 2222, of record in Volume 11349, Page 649, Real Property Records of Travis County, Texas;

THENCE, with the south line of this tract, the following thirteen courses numbered 89 through 101:

WITH the north line of said State of Texas tract and of RM 2222, crossing said Ivanhoe tract, courses 89 through 94:

- 89.) with a curve to the left whose radius is 2984.79 feet, an arc distance of 794.18 feet, the chord of which bears N58°17'09"W 791.84 feet to a brass disc found at the end of said curve;
- 90.) N65°54'01"W 373.24 feet to a brass disc found at the beginning of a curve;
- 91.) with said curve to the left whose radius is 2411.83 feet, an arc distance of 1056.42 feet, the chord of which bears N78°26'49"W 1048.00 feet to a brass disc found at the end of said curve;
- 92.) S89°00'32"W 306.35 feet to a brass disc found at the beginning of a curve;
- 93.) with said curve to the right whose radius is 1312.39 feet, an arc distance of 896.31 feet, the chord of which bears N71°25'55"W 878.99 feet to a brass disc found at the end of said curve;
- 94.) N53°48'41"W 1167.03 feet to a 5/8" iron rod found at the most westerly corner of said State of Texas tract, same being in the south line of said Ivanhoe tract, from which point a 3/4" iron rod found bears N74°42'29"W 1.31 feet;

WITH the south line of said Ivanhoe tract, courses 95 through 101:

- 95.) with the north line of RM 2222, N51°49'07"W 678.13 feet to a 1/2" iron rod found at the most easterly corner of that certain tract of land described in a deed to Hazel J. Herring, of record in Volume 6509, Page 174, Deed Records of Travis County, Texas, same being in the approximate center of that portion of old RM 2222 vacated by Minute Order No. 61569, October 1, 1968, as noted on a Texas Highway Department Right-of-way Map for additional right-of-way, for RM 2222, Control 2100, Section 1, Job 5, approved May 4, 1967;
- 96.) with the north line of said Herring tract, same being the approximate center of said vacated old RM 2222, N14°28'36"W 539.76 feet to a 1/2" iron rod found at an angle point in the north line of said Herring tract;
- 97.) with the curving north line of said Herring tract, same being the approximate center of said vacated old RM 2222, with said curve to the left whose radius is 408.86 feet, an arc distance of 402.74 feet,

- the chord of which bears N42°43'49"W 386.65 feet to a 1/2" iron rod found at the end of said curve at the northwest corner of said Herring tract, same being the northeast corner of said Turner tract;
- 98.) with the north line of said Turner tract, same being the approximate center of said vacated old RM 2222, N70°36'28"W 180.75 feet to a 1/2" iron rod found at an angle point in the north line of said Turner tract;
- 99.) with the north line of said Turner tract, same being the approximate center of said vacated old RM 2222, N71°35'07"W 44.13 feet to a spindle set at an angle point in the north line of said Turner tract;
- 100.) with the north line of said Turner tract, crossing said vacated old RM 2222, N62°23'24"W 248.45 feet to a 1/2" iron rod found at an angle point in the north line of said Turner tract; and
- 101.) with the north line of said Turner tract, N62°13'27"W 460.69 feet to the POINT OF BEGINNING and containing 942.272 acres within these metes and bounds.

BEARING BASIS: NAD83 State Plane Coordinates

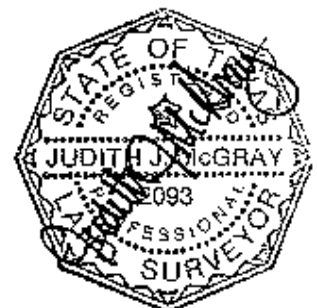
For Deed References not noted above, see attached DEED REFERENCE LIST that is Page 8 of 8 of this description or see the accompanying plat entitled "Survey Plat of 942.27 acres of land out of the S.P.R.R. Co. Surveys No. 1, 3, and 4 (the William Preece Survey No. 4), the Heirs of William L. Swain Survey No. 810, and the Alex E. Patton Survey No. 541, being partially in the City limits of Austin, Travis County, Texas, and partially in Travis County, Texas only".

SURVEYED BY: **McGRAY & McGRAY LAND SURVEYORS, INC.**
3301 Hancock Drive, Suite 6,
Austin, Texas 78731
(512)451-8591

Judith J. McGray 9-30-96 to 12-18-96
Judith J. McGray, Reg. Professional Land Surveyor No. 2093 Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. 96242

FIELD NOTES REVIEWED
By Frank G. Stone Date 2/4/97
Engineering Support Section
Department of Public Works
and Transportation



DEED REFERENCES - REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS			
LOT	BLK	OWNER	VOL/PG
JESTER POINT 2 SECTION 7, BK. 94 PG. 318-319			
LOTS 65-58	BLK E	JESTER LIMITED PARTNERSHIP LOT 65 SAVE & EXCEPT V. 10902 P. 669	12535/0080
JESTER POINT 2 SECTION 6-B, BK. 91 PG. 55-58			
LOT 34	BLK E	BENJAMIN R. GARZA, JR & WIFE, LISA R. WOODY GARZA	12174/0827
LOT 33	BLK E	CLYDE REAGAN SETTLE JR. & JANET MARIE SETTLE, HUSBAND & WIFE	12285/0902
LOT 32	BLK E	DENNIS S. PASSOVOY, ET UX ADELE T. PASSOVOY	12180/1095
JESTER POINT 2 SECTION 7, BK. 94 PG. 318-319			
LOTS 11-10	BLK E	JESTER LIMITED PARTNERSHIP	12535/0080
CANYON RIDGE PHASE A SECTION 3, BK. 92 PG. 90-91			
LOT 38	BLK C	MICHAEL R. JONES AND WIFE WENDY W. JONES	12635/1539
LOT 37	BLK C	HEYL HOMES, INC.	12793/0336
LOT 36	BLK C	HEYL HOMES, INC.	12589/0747
LOT 35	BLK C	THOMAS M. SMITH AND MERCENE K. SMITH	12740/2063
LOT 34	BLK C	DAVID FAULKNER AND WIFE, LESLEY FAULKNER	12656/3142
LOT 33	BLK C	SCOTT L. WINTERS AND SPOUSE, HONEY I. WINTERS	12766/1230
LOT 32	BLK C	HEYL HOMES, INC.	12589/0750
LOT 31	BLK C	JAY L. LEISERSON AND SPOUSE, JOYCE L. LEISERSON	12706/1025
LOT 30	BLK C	HEYL HOMES, INC.	12589/0744
LOT 29	BLK C	BEARD FAMILY PARTNERSHIP	11312/1101
LOT 28	BLK C	HEYL HOMES, INC.	12589/0741
LOTS 27-26	BLK C	BEARD FAMILY PARTNERSHIP	11312/1101
LOT 25	BLK C	LESLIE P. HAUCK AND DIANE M. HAUCK, HUSBAND AND WIFE	12763/1767
LOT 24	BLK C	GREGORY SELLS BUILDER	12655/0908
LOT 23	BLK C	STEPHEN W. ATKINS AND DEBRA L. ATKINS, HUSBAND AND WIFE	12797/1644
LOT 22	BLK C	BEARD FAMILY PARTNERSHIP	11312/1101
LOT 21	BLK C	DAVID A. KERR AND POH GEOK ONG, HUSBAND AND WIFE	12702/2527
LOT 20	BLK C	JAMES C. BERGQUIST AND SPOUSE MARTHA E. BERGQUIST	12762/1528
CANYON RIDGE PHASE A SECTION 2, BK. 88 PG. 176-177			
LOT 19	BLK C	RONALD L. MORSE AND SPOUSE, KAREN V. MORSE	12254/1586
LOT 16	BLK C	JEFFREY MARK SHAPIRO AND EMILY JANE SHAPIRO	12169/2411
LOT 12	BLK C	SAMUEL HAYES ROGERS	12377/1104
LOT 11	BLK C	S. MICHAEL DUNN AND KRISTIN M. DUNN	12609/1144
LOT 10	BLK C	ELSIE BEARD HUNT	11312/1094*
LOT 7	BLK C	BRIAN ANDERS AND WIFE, ELIZABETH Y. ANDERS	12466/1408
LOT 6	BLK C	MARK ROYCROFT, AND WIFE LAURA ROYCROFT	12778/1583
LOT 5	BLK C	MICHAEL J. VAN HOY, ET UX PATRICIA A. VAN HOY	12139/2340
LOT 4	BLK C	IRA DAVID BAXTER	12212/0047
LOT 1	BLK C	NORMAN R. FULLER AND WIFE, DIANA LYNN FULLER	11202/1414
CANYON RIDGE PHASE A SECTION ONE, BK. 86 PG. 144B-144C			
LOT 13	BLK A	CAROL A. BIGGAR	11254/0579
LOT 12	BLK A	JOHN R. SCHMIDT, A SINGLE MAN AND TERRY J. SIMON, A SINGLE MAN	10439/0199
CANYON RIDGE PHASE B, BK. 93 PG. 5-9			
LOT 5 AREA 1, 2, & 3 PARK	BLK A	THE CITY OF AUSTIN	12146/1672
LOT 6	BLK A	BEARD FAMILY PARTNERSHIP	12477/0854

- *2. This deed actually calls for Lot 10, Block B, Canyon Ridge Phase A Section 2. However, the Travis County Appraisal District is taxing Elsie Beard Hunt for Lot 10, Block C. In addition, there is also a deed to Donald E. Freeman for Lot 10, Block B, Canyon Ridge Phase A Section 2 in Volume 12486, Page 482. The Travis County Appraisal District is taxing Donald E. Freeman for Lot 10, Block B.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		B. TYPE OF LOAN: 1. FHA 2. FMHA 3. CONV. UNINS. 4. VA 5. CONV. INS. 6. FILE NUMBER <div style="border: 1px solid black; padding: 2px; display: inline-block;">94090184</div> 7. LOAN NUMBER 8. MTG INS CASE NO	
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C. NOTE This form is furnished to give you a statement of actual costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: CITY OF AUSTIN ADDRESS: 505 BARTON SPRINGS, SUITE 1350, AUSTIN, TEXAS 78704	
E. NAME OF SELLER: IVANHOE, INC. ADDRESS: 413 ST-JACQUES STREET, MONTREAL, QUEBEC CANADA H2Y3Z2 TIN:	
F. NAME OF LENDER: IVANHOE, INC. d/b/a QUEBEC IVANHOE, INC. WORLD TRADE CENTRE MONTREAL 413 ST-JACQUES STREET ADDRESS: MONTREAL, QUEBEC H2Y 3Z4	
G. PROPERTY LOCATION: 942.825AC SPRR CO #'S 1,3 & 4, SWAIN #810, PATTON #541, PARCEL NOS. 15127 FM 2222 AUSTIN TX	
H. SETTLEMENT AGENT: STEWART TITLE AUSTIN, INC. ADDRESS: 100 CONGRESS AUSTIN, TEXAS TIN: 74-2327609 PLACE OF SETTLEMENT: STEWART TITLE AUSTIN, INC. Closing date: 12/30/97 ADDRESS: 100 CONGRESS AUSTIN, TEXAS Proration date: 12/30/97	

J. SUMMARY OF BORROWER'S TRANSACTION	K. SUMMARY OF SELLER'S TRANSACTION
100. GROSS AMOUNT DUE FROM BORROWER: 101. Contract sales price 4,500,000.00 102. Personal property 103. Settlement charges to borrower (line 1400) 6,867.65 104. 105. Adjustments for items paid by seller in advance: 106. City/town taxes to 107. County taxes to 108. Assessments to 109. Maintenance to 110. School/Taxes to 111. 112. 120. GROSS AMOUNT DUE FROM BORROWER: 4,506,867.65 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: 201. Deposit or earnest money 175,000.00 202. Principal amount of new loan(s) 203. Existing loan(s) taken subject to 204. Commitment Fee 205. CLOSING EXP. DEPOSIT 4,064.65 206. Seller financing 3,400,000.00 207. GRANT DEP. (NO INTEREST) 1,000,000.00 208. 209. Adjustments for items unpaid by seller: 210. City/town taxes to 211. County taxes to 212. Assessments to 213. School/Taxes to 214. 215. 216. 217. 218. 219. 220. TOTAL PAID BY/FOR BORROWER: 4,579,064.65 300. CASH AT SETTLEMENT FROM/TO BORROWER: 301. Gross amount due from borrower (line 120) 4,506,867.65 302. Less amounts paid by/for borrower (line 220) 4,579,064.65 303. CASH (FROM) (X TO) BORROWER: 72,197.00	400. GROSS AMOUNT DUE TO SELLER: 401. Contract sales price 4,500,000.00 402. Personal property 403. 404. 405. Adjustments for items paid by seller in advance: 406. City/town taxes to 407. County taxes to 408. Assessments to 409. Maintenance to 410. School/Taxes to 411. 412. 420. GROSS AMOUNT DUE TO SELLER: 4,500,000.00 500. REDUCTIONS IN AMOUNT DUE TO SELLER: 501. Excess deposit (see instructions) 502. Settlement charges to seller (line 1400) 511,077.32 503. Existing loan(s) taken subject to 504. Payoff of first mortgage loan 505. Payoff of second mortgage loan 506. Seller financing 3,400,000.00 507. 508. 509. Adjustments for items unpaid by seller: 510. City/town taxes to 511. County taxes to 512. Assessments to 513. School/Taxes to 514. Maintenance to 515. 516. 517. 518. 519. 520. TOTAL REDUCTION AMOUNT DUE SELLER: 3,911,077.32 600. CASH AT SETTLEMENT TO/FROM SELLER: 601. Gross amount due to seller (line 420) 4,500,000.00 602. Less total reductions in amount due seller (line 520) 3,911,077.32 603. CASH (X TO) (FROM) SELLER: 588,922.68

SUBSTITUTE FORM 1099 SELLER STATEMENT—The information contained in Blocks E, G, H and I and online 401 (or, if line 401 is asterisked lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. 1099 information contact phone number (512) 322-8750.

SELLER INSTRUCTION—If this real estate was your principal residence, file Form 213, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8252 and/or Schedule D (Form 1040).

You are required by law to provide STEWART TITLE AUSTIN, INC. with your correct taxpayer identification number. If you do not provide STEWART TITLE AUSTIN, INC. with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Under penalty of perjury, I certify that the number shown on this document is my correct taxpayer identification number.

File 94090184

L. SETTLEMENT CHARGESPAID FROM
BORROWER'S
FUNDS
AT SETTLEMENTPAID FROM
SELLER'S
FUNDS
AT SETTLEMENT

700. TOTAL SALES/BROKER'S COMMISSION Based on \$

@

%

Division of Commission (line 700) as follows:

701. \$ to

702. \$ to

Commission paid at settlement

704. to

800. ITEMS PAYABLE IN CONNECTION WITH LOAN.

801. Loan Origination fee %

802. Loan Discount %

803. Appraisal fee to

804. Credit Report to

805. Lender's inspection fee to

806. Mortgage Insurance application fee to

807. Assumption Fee to

808. Commitment Fee to

809. FRMA Processing Fee to

810. Pictures to

811. to

812. to

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.

901. Interest from to @ \$ /day

902. Mortgage Insurance premium for mo. to

903. Hazard Insurance premium for yrs. to

904. Flood Insurance yrs. to

905.

1000. RESERVES DEPOSITED WITH LENDER

1001. Hazard Insurance mo. @ \$ per mo.

1002. Mortgage Insurance mo. @ \$ per mo.

1003. City property taxes mo. @ \$ per mo.

1004. County property taxes mo. @ \$ per mo.

1005. Annual assessments (Maint.) mo. @ \$ per mo.

1006. School Property Taxes mo. @ \$ per mo.

1007. Water Dist. Prop. Tax mo. @ \$ per mo.

1008. Flood Insurance mo. @ \$ per mo.

1100. TITLE CHARGES:

1101. Settlement or closing fee to

1102. Abstract or title search to

1103. Title examination to

1104. Title Insurance binder to

1105. Document preparation to

1106. Notary fee to

1107. Attorney's fee to

(Includes above items No.:

1108. Title Insurance to STEWART TITLE AUSTIN, INC.

125.00

25,431.00

(Includes above items No.:

1109. Lender's coverage 3,400,000.00 \$ 125.00

1110. Owner's coverage 4,500,000.00 \$ 25,431.00

1111. Escrow fee to STEWART TITLE AUSTIN, INC.

75.00

75.00

1112. Restrictions to

1113. Messenger Service to STEWART TITLE AUSTIN, INC.

25.00

25.00

1114. 15% Add. Prem. - Surv to STEWART TITLE AUSTIN, INC.

3,814.65

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

1201. Recording fees: Deed \$ 37.00 Mrg \$ 41.00 Rel. \$

78.00

1202. City/county tax/stamps: Deed \$ Mrg \$

1203. State tax/stamps: Deed \$ Mrg \$

1204. Tax certificates to STEWART TITLE AUSTIN, INC.

270.00

1205. to

1206. DEBRIS REMOVAL to HOLD FOR REMOVAL OF DEBRIS

2,750.00

2,750.00

1300. ADDITIONAL SETTLEMENT CHARGES

1301. Survey POC to MCGRAY & MCGRAY

1302. Pest inspection to

1303. IRS WITHHOLDING to HOLD FOR IRS RELEASE

450,000.00

1304. 1997 COUNTY TAX PRORA to TRAVIS COUNTY TAX COLLECTOR

11,085.09

1305. 1997 SCHOOL TAXES to LEANDER SCHOOL TAX COLLECTOR

21,441.23

1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)

6,867.65

511,077.32

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

John D. Watson, Mayor
Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

[Signature]
Settlement Agent

Date

9-30-97

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Deed of Trust dated September 30, 1997 from the City of Austin, a Texas municipal corporation, to Julian Lockwood, Trustee, securing the payment of one promissory note of even date therewith in the original principal amount of \$3,400,000.00 payable to Ivanhoe, Inc. D/B/A Quebec Ivanhoe, Inc., a Quebec corporation. Said Deed of Trust filed for record September ____, 1997 and recorded in Volume ____, Page ____ of the Real Property Records of Travis County, Texas.
2. A 100' electric transmission and distribution line easements located across the northwest portion of the property, granted to Lower Colorado River Authority, as described in Volume 775, Page 207, of the Deed Records of Travis County, Texas.
3. A 100' electric line easement located across the northwest portion of the property, granted to the City of Austin, as described in Volume 8201, Page 545, of the Real Property Records of Travis County, Texas.
4. A permanent non-exclusive underground wastewater easement along with a temporary non-exclusive work area easement located across the most southern corner of the property, granted to the City of Austin and West Bull Creek Wastewater Joint Venture, as described in Volume 10472, Page 105, of the Real Property Records of Travis County, Texas.
5. A 45' access and blanket public utility easements located in the southwest portion of the property, granted to F-Development Corporation, as described in Volume 7440, Page 215, and Volume 7597, Page 708, of the Real Property Records of Travis County, Texas.
6. Guy wire easements located along FM 222, granted to the City of Austin, as described in Volume 3108, Page 699, and Volume 3108, Page 696, of the Deed Records of Travis County, Texas.
7. Temporary and permanent waterline easements located across portions of the property, as awarded to the City of Austin on November 23, 1987, as fully described in Final Judgment recorded in Volume 10499, Page 825, of the Real Property Records of Travis County, Texas.

8. Rights of persons who are in possession of any portion of the subject property that lies outside of the fences shown on the survey-plat dated December 31, 1996, made by Judith J. McGray, Registered
9. Property lying within the fences evidently bounding the property, but outside the boundary lines of the subject property shown on the survey-plat dated December 31, 1996, made by Judith J. McGray, Registered Public Land Surveyor.
10. Dirt roads located across portions of the property, as shown on the survey-plat dated December 31, 1996, made by Judith J. McGray, Registered Public Land Surveyor.
11. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and other rights in connection with the same, all of which are expressly excepted herefrom and not insured hereunder, as the same are set forth in an instrument recorded in Volume 6752, Page 272, of the Deed Records of Travis County, Texas, SAVE AND EXCEPT a 1/2 interest in all of the oil, gas and minerals reconveyed to the surface owner in an instrument recorded in Volume 6752, Page 261, of the Deed Records of Travis County, 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
public RECORDS of Travis County, Texas, on

SEP 30 1997



Dana DeBeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

97 SEP 30 PM 3:34

**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

RECEIPT#: 00006640 TRAM#: 00897 DEPT: REGULAR RECORDS \$41.00
CASHIER: KHTUE FILE DATE: 9/30/97 TRAM DATE: 10/1/97
PAID BY: CHECK# 3301 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13030 1976

THE STATE OF TEXAS PAYMENT INFORMATION

(DETACH THIS PORTION AND KEEP FOR YOUR RECORDS)

No. **133141780**

ISSUE DATE 07 14 97	FUND NO. 0009	FUND DESCRIPTION GR ACCOUNT-GAME, FISH, WATER SAFETY		
PAYMENT FROM TEXAS AGENCY PARKS & WILDLIFE DEPARTMENT		TELEPHONE NUMBER (512) 389-4833		
INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
		HABITAT CONSERV PLAN LAND	97573201	\$1,800,000.00

PAYEE NO. **17460000858 000**
PAYEE NAME **CITY OF AUSTIN**WARRANT TOTAL **\$1,000,000.00**

NOT - NEGOTIABLE

Detach here before depositing →

Detach here before depositing ↓

State Comptroller of Public Accounts

133141780

TREASURY WARRANT NO. **133141780**

0009 802 97573201 17460000858 000 **JULY 14, 1997**

PAY **ONE MILLION DOLLARS AND 00/100**

TO THE ORDER OF **CITY OF AUSTIN**
PO BOX 1088
AUSTIN, TX 78767-0000

\$1,000,000.00

VOID AFTER **08/31/1999**

John Sharp

01149001640 133141780