

After recordation please return to:
City of Pflugerville
Attn: Sereniah Breland, City Manager
P.O. Box 589
Pflugerville, Texas 78691

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS: That ASHTON AUSTIN RESIDENTIAL L.L.C., a Texas limited liability company ("Grantor"), for a full and valuable cash consideration to Grantor in hand paid by the CITY OF PFLUGERVILLE, TEXAS, a home-rule municipality located in Travis County, Texas ("Grantee"), whose mailing address is P.O. Box 589, Pflugerville, Travis County, Texas 78691, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property described and depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property").

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; rights of tenants in possession generally under unrecorded leases; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all standby fees, assessments, rights, obligations, and other matters arising from and existing by reason of Travis County or any water, wastewater, electric, or utility district; and taxes for the year 2022 and prior years, which Grantor assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's

successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty.

Signature Page to Follow

EXECUTED effective as of this ____ day of _____, 2023.

GRANTOR:

ASHTON AUSTIN RESIDENTIAL L.L.C.,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me this ____ day of _____, 2023 by _____, _____ of Ashton Austin Residential L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me this ____ day of _____, 2023 by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT "A"

Being a calculated 17.451 acre tract of land, being all of Lot 59 Block "A", FINAL PLAT OF VINE CREEK PHASE 1, according to the map or plat thereof, recorded in Document No. 201900193, ratified in Document No. 2022051073, Official Public Records, Travis County, Texas and being all of Lot 18 Block "A", FINAL PLAT OF VINE CREEK PHASE 2, according to the map or plat thereof, recorded in Document No. 202100016, ratified in Document No. 2022051074, Official Public Records, Travis County, Texas.

Being a calculated 17.078 acre tract of land situated in the JUAN ZAMBRANO SURVEY NO. 38, ABSTRACT NO. 844, Travis County, Texas, being all of Lot 14, Block L (Public Park and Drainage Easement) and Lot 60, Block L (Public Park and Drainage Easement), FINAL PLAT OF VINE CREEK PHASE 7, a subdivision recorded in Document No. 202100210, Official Public Records, Travis County, Texas; Lot 59, Block L, FINAL PLAT OF VINE CREEK PHASE 6, a subdivision recorded in Document No. 202200107, Official Public Records, Travis County, Texas.

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AGREED AND ACCEPTED:

CITY OF PFLUGERVILLE, TEXAS,
a Texas home-rule municipality

By: _____
Sereniah Breland, City Manager

ATTEST:

Trista Evans, City Secretary

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This instrument was acknowledged before me this ____ day of _____, 2023 by Sereniah Breland, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT "A"

Lot 1, Block L, FINAL PLAT OF VINE CREEK, PHASE 5, according to the map or plat thereof, recorded in Document No. 202000235, Official Public Records of Travis County, Texas.