

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL ESTATE 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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

RECITALS:

A. Pursuant to the terms of that certain City of Pflugerville Reinvestment Zone No. One Final Project Plan and Reinvestment Zone Financing Plan (the "TIRZ Plan") dated November 22, 2011, approved and adopted by the City Council of the City of Pflugerville and the Board of Directors of the Reinvestment Zone No. One, City of Pflugerville Texas (the "Zone"), the Pflugerville Parkway Right-of-Way acquisition was included as part of the TIRZ Plan.

B. By that certain Development Financing Agreement dated effective February 23, 2012, by and among the City of Pflugerville, Texas; Reinvestment Zone Number One, City of Pflugerville, Texas; and Terrabrook Falcon Pointe, L.P. (now known as Terrabrook Falcon Pointe, LLC), it was agreed that Terrabrook Falcon Pointe, LLC, as the "Developer," would construct certain improvements to implement the TIRZ Plan and the Zone would reimburse certain Project Costs as defined in the Development Financing Agreement.

C. By First Amendment to Development Financing Agreement dated effective September 10, 2013, by and among the City of Pflugerville, the Zone and Terrabrook Falcon Pointe, LLC, the portion of the TIRZ Plan identified therein as the "East Pflugerville Parkway Project" was assigned to be financed and constructed by Terrabrook Falcon Pointe, LLC, as the Developer, and that such East Pflugerville Parkway Project, including value of the right-of-way therefor, was added to the eligible Project Costs for which the Terrabrook Falcon Pointe, LLC is to receive reimbursement.

D. The Property to be conveyed by this Deed is part of the right-of-way for the East Pflugerville Parkway Project, for which Terrabrook Falcon Pointe, LLC is to receive reimbursement, and in accordance with that certain Appraisal Report dated September 26, 2014, prepared by The Aegis Group, Inc., the agreed market value of Lot 1, Block B of the Property is \$41,000.00 and the agreed market value of Lot 1, Block C of the Property is \$50,000.00.

NOW, THEREFORE, in consideration of the premises, and in accordance with the TIRZ Plan and the above-described Development Financing Agreement, as amended, providing for the reimbursement of the sum of \$91,000.00 to Terrabrook Falcon Pointe, LLC, as the acquisition cost for the East Pflugerville Parkway Project, TERRABROOK FALCON POINTE, LLC, a

Delaware limited liability company ("Grantor"), has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto 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, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the property depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Property").

This conveyance is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, and other matters of record, if any, affecting the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors or 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, however, that this conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years.

EXECUTED effective as of this the ____ day of _____, 2014.

GRANTOR:

TERRABROOK FALCON POINTE, LLC

By: _____
E. William Meyer,
Senior Vice President

AGREED AND ACCEPTED:

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

By: _____
Brandon E. Wade, City Manager

ATTEST:

Karen Thompson, City Secretary

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by E. William Meyer, as Senior Vice President of TERRABROOK FALCON POINTE, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

Notary Public, State of Texas
Print Name: _____
My commission expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Brandon Wade, City Manager of the City of Pflugerville, Texas, a Texas home-rule municipality, on behalf of said municipality.

(seal)

Notary Public Signature
Print Name:
My commission expires: _____

After recordation, please return to: City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589,
Pflugerville, Texas 78691

EXHIBIT A

Lot 1, Block B and Lot 1, Block C, FALCON POINTE – SOUTH TRACT MAJOR FACILITIES, FINAL PLAT, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. 201300218 of the Official Public Records of Travis County, Texas.