

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 **SORENTO HOLDINGS 2012, L.L.C.**, a Texas limited liability company ("Grantor"), for a full valuable cash consideration to Grantor in hand paid by **TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17**, a municipal utility district organized under the laws of the State of Texas, and located in Travis County, Texas ("Grantee"), whose mailing address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, 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 the Limitation, and 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").

Taxes for the current year and subsequent tax assessments for the current year and prior years due to change in land usage, ownership, or both, shall be paid by the Grantor.

Fee Simple Executory Limitation ("Limitation"): To Grantee so long as the Property is not annexed into the corporate jurisdiction of the City of Pflugerville, Texas, and if the Property is annexed by the City of Pflugerville, Texas, a Texas home rule municipality with office located at 100 East Main Street, Pflugerville, Texas 78691, ("Pflugerville") then to Pflugerville. The Limitation shall remain in effect until December 31, 2113, at such time, should the Property not been annexed by Pflugerville, the Property shall fully vest in Grantee. However, should Pflugerville annex the Property on or before December 31, 2113, the filing of an affidavit so stating, within six months of the Property's annexation, if not contradicted by a recorded statement filed within six months of the filing of the affidavit, is conclusive evidence that: (i) the Property has been annexed; (ii) that Grantee's interest in the Property is terminated and (iii) Fee Simple Title to the Property vests with Pflugerville.

Restrictive covenants: The following provision shall be deemed as covenants running with the land, inuring to the benefit of Pflugerville, as holder of the executory interest described in the Limitations paragraph, for so long as the Limitation Period remains in effect:

- a) Grantee, prior to making, or allowing, any improvements to the Property, shall submit plans for such improvements to Pflugerville and shall not proceed with making such

improvements until obtaining the approval of Pflugerville as evidenced by the written consent of the Pflugerville City Manager.

- b) Pflugerville may consent to the plans as submitted by Grantee or make written amendments to the plans.
- c) Any improvement to the Property made by Grantee must comply with applicable laws relating to disability access, including but not limited to the Federal Americans with Disabilities Act.
- d) Nothing in these covenants shall require Grantee to make improvements to the Property; however, should Grantee make any improvements such improvements must be first approved by Pflugerville in accordance with the terms of these covenants.
- e) Pflugerville may enforce these covenants by injunction without requirement of showing inadequate remedy at law and shall be entitled to award of its attorney fees and costs for the successful prosecution of any enforcement action.

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 as to the Limitation, Reservations from Conveyance and the Exceptions to Conveyance and Warranty and subject to the Restrictive covenants herein.

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

GRANTOR:

SORENTO HOLDINGS 2012, L.L.C., a Texas limited liability company

By: _____
Thomas Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Thomas Rielly, President of Sorento Holdings 2012, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

GRANTEE:

**TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 17**

By:

Frank Caldwell, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Frank Caldwell, President, Board of Directors of Travis County Municipal Utility District No. 17, a political subdivision in Travis County, Texas, on behalf of said municipal utility district.

Notary Public, State of Texas

EXECUTORY INTEREST HOLDER:

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

By: _____
Brandon E. Wade, City Manager

ATTEST:

By: _____
Karen Thompson, City Secretary

After recordation please return to:

City of Pflugerville
Attn: Brandon E. Wade, City Manager
P.O. Box 589
Pflugerville, Texas 78691