

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE UTILITY CONVEYANCE AND SECURITY AGREEMENTS FOR SORENTO PHASES 4, 5, 6, 7, 8, 9, AND 10.

WHEREAS, Sorento Holdings 2012 LLC (the "Developer") has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 (the "MUD") and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the "City"); and

WHEREAS, in the original Development Agreement (the "Agreement") between the City and the developer of the property the City agreed that, upon completion of components of the facilities for the provision of water and sanitary sewer facilities (the "Facilities") the Facilities would be conveyed to the City for ownership, operation and maintenance of such Facilities by the City; and

WHEREAS, such facilities are to be conveyed free and clear of all liens and encumbrances; and

WHEREAS, Facilities have been constructed; and

WHEREAS, the Agreement dictates that the conveyance instrument shall be in a particular form; and

WHEREAS, the conveyance instrument as been determined to be in the proper form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE:

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the attached Utility Conveyance and Security Agreements, attached hereto as Exhibit A, and authorizes the recordation of the Utility Conveyance and Security Agreements in the real property records of Travis County, Texas.

PASSED AND APPROVED this ___ day of _____ 2021.

[SIGNATURE PAGE FOLLOW]

Resolution No. _____

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

Resolution No. _____

Exhibit A

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated March 8, 2017 to serve Sorento Phase 4, which facilities are located on the 37.353- acre tract described in Sorento Phase 4 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 7 day of July, 2021

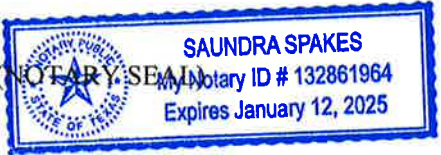
SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: [Signature]
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7 day of July 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorrento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.



Saundra Spakes
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20____, the City hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 20____.


CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 
Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of the City of Pflugerville, Texas, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated July 10, 2018, to serve Sorento Phase 5, which facilities are located on the 37.823- acre tract described in Sorento Phase 5 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.


The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 7 day of July, 2021

SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: 
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7 day of July 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorrento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20____, the City hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 20____.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 

Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of the City of Pflugerville, Texas, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated November 7, 2019, to serve Sorento Phase 6, which facilities are located on the 68.927- acre tract described in Sorento Phase 6 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 29th day of March 2021


SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: [Signature]
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of March 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL) 

[Signature]
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20____, the City hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 20____.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 

Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §

 §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of the City of Pflugerville, Texas, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated June 17, 2020, to serve Sorento Phase 7, which facilities are located on the 36.585- acre tract described in Sorento Phase 7 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 7 day of July, 2021

SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: [Signature]
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7 day of July 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorrento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20 __, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 20 __.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 

Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of the City of Pflugerville, Texas, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc., dated February 28, 2018, to serve Sorento Phase 8, which facilities are located on the 26.161- acre tract described in Sorento Phase 8 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

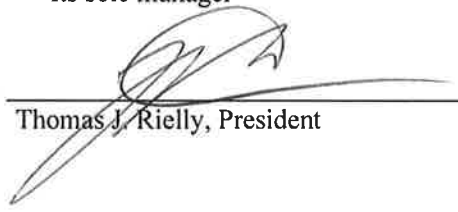
The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 7 day of July, 2021

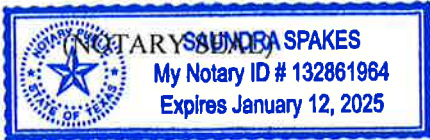
SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

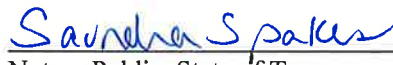
By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: 
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7 day of July 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorrento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20____, the City hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 20____.


CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 
Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of the City of Pflugerville, Texas, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated June 28, 2017, to serve Sorento Phase 9, which facilities are located on the 17.606- acre tract described in Sorento Phase 9 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 29th day of March 2021

SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: [Signature]
Thomas J. Rielly, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of March 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorrento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.

(NOTARY)  [Signature]
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20____, the City hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 20____.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 

Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____ as _____ of the City of Pflugerville, Texas, on behalf
of said City.

(NOTARY SEAL)

Notary Public, State of Texas

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

Sorento Holdings 2012 LLC (the “Developer”) has acquired certain improvements, structures, and facilities designed to provide water and sanitary sewer to serve areas within the boundaries of Travis County Municipal Utility District No. 17 and the extraterritorial jurisdiction of the City of Pflugerville, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the Developer pursuant to the construction contract with Cash Construction Company, Inc. dated October 17, 2018, to serve Sorento Phase 10, which facilities are located on the 59.090- acre tract described in Sorento Phase 10 Final Plat, and together with any and all utility related improvements including such as, plants, service pumps, storage reservoirs, electrical equipment and wiring, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, utility operating rights and all other property therein whether real, personal or mixed, owned by the Developer in connection with the above facilities being conveyed hereby (the “Facilities”).

The Developer has constructed the Facilities and is conveying the Facilities to the City pursuant to the October 25, 2005, Development Agreement between the City, 130 Cactus Investment, LP (the “Landowner”), and Tejas Viejo Land Company (the “Development Partner”), as amended by a First Amendment to Development Agreement dated August 29, 2006, between the City, Landowner and Development Partner, as assigned by an Assignment of Rights dated October 19, 2006, between the Landowner and the Development Partner, as further amended by a Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated December 23, 2008, between the City and the Landowner, as assigned by an Assignment of Development Agreement dated September 28, 2012, between the Landowner and the Developer, and as further amended by a Third Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts dated March 27 2013, between the City and the Developer (as amended and assigned, the “Development Agreement”). The Developer hereby reserves a security interest in the Facilities to secure the performance of the City’s obligations under the Development Agreement and the Developer’s rights to reimbursement under the Development Agreement. The District reserves said security interest under Texas law.

The Developer hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Development Agreement.

[signature page immediately follows]

IN WITNESS WHEREOF, this conveyance is executed on this 29th day of March 2021

SORENTO HOLDINGS 2012, LLC
A Texas limited liability company

By: Sorrento Holdings, Inc.,
A Delaware corporation,
Its sole manager

By: [Signature]
Thomas J. Rielly, President

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of March 2021, by Thomas J. Rielly, President of Sorrento Holdings, Inc. a Delaware corporation, the sole manager of Sorento Holdings 2012 LLC a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL) [Signature]
MARY HELEN TELLO
My Notary ID # 126626500
Expires August 14, 2024
Notary Public, State of Texas

In accordance with the Development Agreement, as defined above, and the authorization by the City of Pflugerville, Texas (the "City") on _____, 20__, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 20__.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
City Manager

ATTEST:

By: _____
Name: _____
City Secretary

APPROVED AS TO FORM:

By: 
Name: _____

George E. Hyde, City Attorney
Denton, Navarro, Rocha & Bernal, P.C.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____ as _____ of the City of Pflugerville, Texas, on behalf
of said City.

(NOTARY SEAL)

Notary Public, State of Texas