

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 PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2020

Grantor: East Blackland Solar Project 1 LLC, a Delaware limited liability company

Grantor's Mailing Address:

East Blackland Solar Project 1 LLC
c/o Recurrent Energy Development Holdings, LLC
3000 Oak Road, Suite 300
Walnut Creek, CA 94597
Attention: Office of the General Counsel

Grantee: City of Pflugerville, a home rule municipality in Travis County, Texas

Grantee's Mailing Address:

100 E. Main Street
Pflugerville, TX 78660

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

LEGAL DESCRIPTION: See Exhibit A attached

Reservations from and Exceptions to Conveyance and Warranty:

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 interest, and water interest outstanding in persons other than Grantor, and other instruments, other conveyances of the surface fee estate, that affect the Property; 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 rights, obligations, and other matters arising from and existing by reason of Travis County, Texas; taxes for the current year, 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 for which Grantee assumes; and those matters set forth on **Exhibit B** attached hereto.

There is hereby reserved for Grantor and its successors and assigns an easement 100 feet in width at a location to be determined by Grantor in its sole discretion across the Property for ingress and egress to and from Grantor's adjacent property, a temporary staging area, installation by Grantor of a road, and/or installation by Grantor of transmission, collection and/or telecommunications lines. Grantee acknowledges and agrees that Grantor shall have the right to determine the exact location of the final easement area. Grantor may file an instrument in the applicable real property records of the county where the Property is located confirming the exact location of the final easement area once such location is determined; Grantee's signature is not required on such instrument; upon request from Grantor, however, Grantee shall join in executing such instrument.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey 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 heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS. WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) THE WATER, SOIL; AND GEOLOGY; (2) THE INCOME TO BE DERIVED FROM THE PROPERTY; (3) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (4) THE COMPLIANCE OF OR BY THE PROPERTY OF ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY SIMILAR LAW, RULE OR REGULATION; (5) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (6) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO PURCHASE, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE

PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN NEGOTIATED BASED ON THE FACT THAT THE PROPERTY IS SOLD BY THE GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE IN PERPETUITY.

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

Current ad valorem taxes having been prorated, the payment thereof is assumed by the Grantee.

[Signature Page Follows]

GRANTOR

EAST BLACKLAND SOLAR PROJECT 1 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

AGREED AND ACCEPTED:

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

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

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

EXHIBIT A

Legal Description

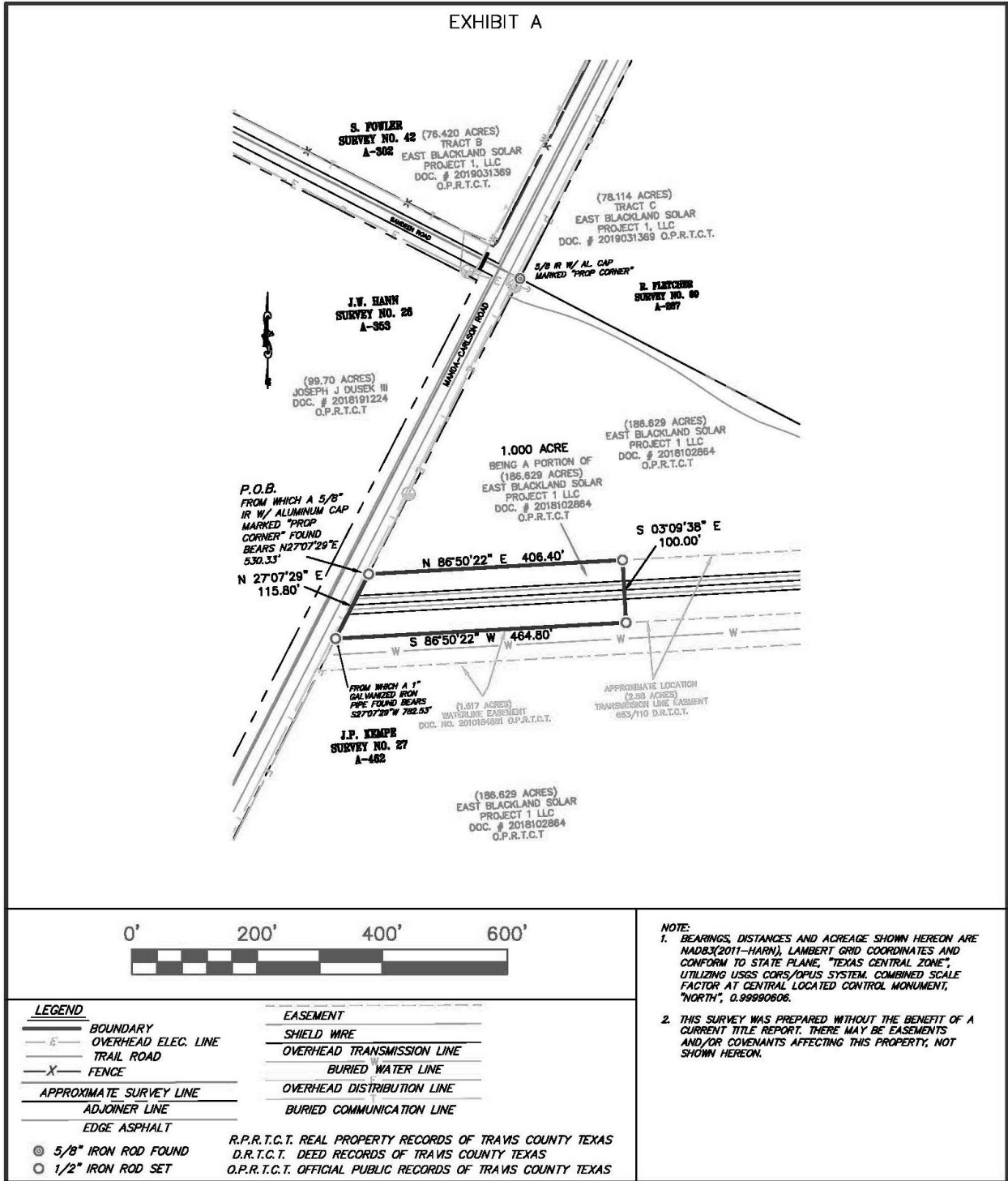


EXHIBIT A

LEGAL DESCRIPTION: BEING 1.000 ACRE OF LAND LYING IN AND BEING SITUATED OUT OF THE J.P. KEMPE SURVEY NO. 27, ABSTRACT NO. 462 AND BEING A OUT OF THAT SAME 186.629 ACRE TRACT CONVEYED TO EAST BLACKLAND SOLAR PROJECT 1 LLC BY DEED RECORDED IN DOCUMENT NO. 2018102864 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.000 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN NOVEMBER, 2019:

BEGINNING a 1/2 inch iron rod set in the southeasterly right of way of Manda-Carlson Road and the northwesterly line of said 186.629 acre tract and the north line of that same 2.58 acre transmission line easement described in Volume 653, Page 110 of the Deed Records of Travis County, Texas for the northwest corner hereof and from which a 5/8 inch iron rod found with aluminum cap marked "PROP CORNER" found for the west corner of that same 78.114 acre tract conveyed to East Blackland Solar Project 1 LLC by deed recorded in Document No. 2019031369 of said Official Public Records and the north corner of said 186.629 acre tract bears North 27°07'29" East a distance of 530.33 feet;

THENCE crossing said 186.629 acre tract the following 3 courses:

1. North 86°50'22" East a distance of 406.40 feet along said north line to a 1/2 inch iron rod set for the northeast corner hereof;
2. South 03°09'38" East a distance of 100.00 feet crossing said 2.58 acre easement to a 1/2 inch iron rod set in the south line of said 2.58 acre easement for the southeast corner hereof;
3. South 86°50'22" West a distance of 464.80 feet along said south line to a 1/2 inch iron rod set in said southeasterly right of way and said northwesterly line for the southwest corner hereof and from which a 1 inch galvanized iron pipe found for a common corner of that same 129.922 acre tract conveyed to Andres & Christina Reyes by deed recorded in Document No. 2006033979 of said Official Records and said 186.629 acre tract bears South 27°07'29" West a distance of 782.53 feet;

THENCE North 27°07'29" East a distance of 115.80 feet along said southeasterly right of way and said northwesterly line to the POINT OF BEGINNING and containing 1.000 acre of land, more or less.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Phillip Sublett

REGISTERED PROFESSIONAL LAND SURVEYOR
NOVEMBER 6, 2019

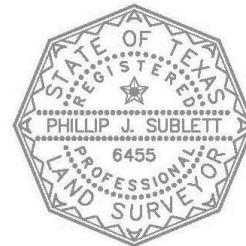


EXHIBIT B
TO SPECIAL WARRANTY DEED

Specific Exceptions to Title

1. Subject to the terms and conditions of that certain City of Pflugerville Non-Annexation Development Agreement dated June 9, 2017, recorded June 14, 2017 as Document No. 2017095397; as amended by that certain City of Pflugerville Amended and Restated Non-Annexation Development Agreement dated November 21, 2017, recorded December 6, 2017 as Document No. 2017192538, Official Public Records, Travis County, Texas (Affects Tracts 1, 3, 4, 5 and 6); and as further amended by that certain City of Pflugerville First Amendment to the Amended and Restated Non-Annexation Development Agreement dated February 20, 2019, recorded February 22, 2019 in Document No. 2019024578, Official Public Records, Travis County, Texas; and as affected by Joinder to City of Pflugerville Amended and Restated Non-annexation Development Agreement dated May 10, 2019, recorded May 13, 2019 as Document No. 2019068333, Official Public Records, Travis County, Texas.
2. Easement and Right of Way for electric and transmission lines dated April 1, 1940, granted by August Stenholm, et. al to Lower Colorado River Authority, recorded May 12, 1962 in Volume 653, Page 110, Deed Records, Travis County, Texas.
3. Right-of-Way Easement dated July 27, 1988, granted by Lawrence C. Nelson and Peral H. Nelson to Aqua Water Supply Corporation, Inc., recorded February 18, 1970 in Volume 3816, Page 262, Deed Records, Travis County, Texas; as amended by Easement Amendment dated June 29, 2018, granted by Carol Ann Nelson, F[ir]st Successor Trustee of the Lester C. Nelson Revocable Living Trust to Aqua Water Supply Corporation, recorded July 23, 2018 as Document No. 2018115140, Official Public Records, Travis County, Texas.
4. Easement and right of way for water pipeline dated November 9, 1934, granted by Carl Stenholm and Oscar Lundgren, Executors of the Estate of Mathilda Stenholm, to Humble Oil and Refinery Company, recorded January 24, 1935 in Volume 512, Page 563, Deed Records, Travis County, Texas.