

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: May 23, 2018

GRANTOR (whether one or more): SENNA HILLS TRUST

GRANTOR'S MAILING ADDRESS:

PO Box 161507
Austin, TX 78716-1507

GRANTEE (whether one or more): SENNA HILLS HOMEOWNERS
ASSOCIATION, INC.

GRANTEE'S MAILING ADDRESS:

c/o Goodwin Management, Inc.
P.O. Box 203310
Austin, TX 78720-3310

CONSIDERATION:

TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (including any improvements):

- Lot 11-A of Senna Hills Section ONE-A a subdivision as shown by the Plat recorded at Volume 93, Page 239, Plat Records of Travis County, Texas;
- Lot 37B, Block G, Senna Hills Section Two, a subdivision as shown by the Plat as recorded at Volume 93, Page 353, Plat Records of Travis County, Texas;
- Lot 1, Block G, Senna Hills Section Four, a subdivision as shown by the Plat recorded at Volume 100, Page 82, Plat Records of Travis County, Texas; and
- Lot 102, Block A, Senna Hills Section 5-B, a subdivision as shown by the Plat recorded as Document 20000084, Plat Records of Travis County, Texas, minus and

except for the 5.764 acres described as Tract I and described by the metes and bounds description on Exhibit A to that certain Special Warranty Deed from Senna Hills, Ltd. to Senna Hills Municipal Utility District dated to be effective October 30, 1998 and recorded in Volume 13305, at Page 1220, of the Real Property Records of Travis County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for the year the conveyance is recorded; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the Property, any and all rights of the entity currently maintaining a propane facility on 37B, Block G, Senna Hills Section Two, a subdivision as shown by the Plat as recorded at Volume 93, Page 353, Plat Records of Travis County, Texas , and the restrictions, reservations and easements set forth herein below.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys 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 successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's 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, when the claim is by, through or under Grantor but not otherwise.

Except for the representations, warranties, and covenants expressly set forth in that certain Contract between Grantor, Grantee, Senna Hills, Ltd., and the Senna Hills Municipal Utility District (the "District") dated May __, 2018, no representation or warranty, expressed or implied, is made by Grantor as to the (1) condition, usability, fitness for purpose or habitability of the Property; (2) the need (if any) for repairs thereto; (3) the existence of or presence of any environmental hazards, conditions or hazardous materials (including any flammable explosives, radioactive materials, hazardous wastes, and without limitation, those substances defined as "hazardous substances"; (4) the presence of asbestos or PCBs; (5) the existence or nonexistence of any presence or migration of any hazardous substances, hazardous material, or toxic substances as may be described herein; or (6) the existence or nonexistence of any presence of any wood destroying pests and organisms, including without limitation termites, fungi and/or dry rot, and THE PROPERTY IS CONVEYED AND ACCEPTED IN "AS-IS" "WHERE-IS" CONDITION WITH ALL FAULTS.

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

RESTRICTIVE COVENANT

For valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby declares, covenants and agrees that the Property described above shall be used only for irrigation purposes and non-commercial use such as open areas, hike and bike trails, green belt, sports fields, tennis courts, and other recreational facilities to be used by Grantee's members and their invited guests, and that no construction of any improvements shall be permitted thereon, except for improvements incidental to the foregoing uses, the propane facilities currently maintained on Lot 37B, Block G, Senna Hills Section Two, a subdivision as shown by the Plat as recorded at Volume 93, Page 353, Plat Records of Travis County, Texas, and the permitted uses in the area contained in the easement reserved by Grantor herein below. This Restrictive Covenant is perpetual and binding on Grantee and its successors and assigns and shall constitute a covenant running with the land.

Notwithstanding any provision herein, the District shall not be restricted from constructing, maintaining, operating or expanding its wastewater treatment facilities or any of its facilities associated with effluent transportation, effluent irrigation or any other utility service provided by it.

This Restrictive Covenant shall be enforceable by Grantor, Grantee, and the District and. This Restrictive Covenant may be terminated or amended only upon the prior written approval of Grantor, Grantee, the District and/or their respective successors and assigns.

RESERVATION OF EASEMENTS IN FAVOR OF GRANTOR

Grantor hereby reserves unto itself and Grantor's heirs, successors and assigns forever, a non-exclusive, free uninterrupted and perpetual easement over 0.529+/- acres out of Lot 37B, Block G, Senna Hills Section Two, a subdivision as shown by the Plat as recorded at Volume 93, Page 353, Plat Records of Travis County, Texas (the "Perpetual Use Easement Area") which 0.529 +/-acres is more particularly described in **Exhibit 1** attached to this Special Warranty Deed, along with a non-exclusive right of ingress and egress over the access easement area of 0.549 +/- acres (the "Access Easement Area") which is described in **Exhibit 2** attached to this Special Warranty Deed.

Grantor agrees that it shall not construct or permit to be constructed any buildings, improvements, structures or additional impervious cover on the Perpetual Use Easement Area other than the three (3) existing garages depicted on the attached **Exhibit 1** (which shall not be expanded in size but may be repaired or reconstructed in the event of casualty loss) and the existing pavement and road base. Grantor further agrees that such garages shall be used solely for storage and a wood working shop and for no other purposes. All of Grantor's activities on the Perpetual Use Easement Area, and all materials and/or equipment related to such activities, shall be conducted and maintained within the three (3) existing garages depicted on **Exhibit 1**. Grantor's activities on and uses of the Perpetual Use Easement Area shall not create a nuisance as defined at common law in Texas to other property owners in the subdivision. Grantor further agrees that it shall reimburse Grantee,

on an annual basis, for any property taxes or insurance costs that Grantee may incur which are attributable to the buildings, structures, or other improvements maintained by Grantor in the Perpetual Use Easement Area. Grantee shall provide Grantor immediate notice of any proposed increase in tax valuation and Grantor shall have the right to contest same.

Grantor acknowledges and agrees that Grantor's rights to the Perpetual Use Easement Area and the Access Easement Area are non-exclusive and that: (i) the District (shall retain a wastewater line, lift station, irrigation and access easement over such areas, and (ii) that the entity currently maintaining propane facilities on Lot 37B, Block G, Senna Hills Section Two, a subdivision as shown by the Plat as recorded at Volume 93, Page 353, Plat Records of Travis County, Texas, retains its existing rights to access and maintain propane facilities over that area. Grantor agrees to reimburse the District for any damage that may be caused by Grantee or Grantee's contractors or agents to the District's lines or facilities within the Perpetual Use Easement Area and Access Easement Area and Grantor shall also reimburse the District for any fines or penalties assessed against the District that are a result of such damage, along with any associated attorney's fees or consultant fees expended by the District in connection with any administrative proceeding or litigation related to such fines or penalties.

The easements reserved herein in favor of Grantor shall automatically expire and automatically revert to Grantee if such easements are abandoned as demonstrated by nonuse for at least two (2) years, provided that Grantee shall give at least thirty (30) days' written notice to SHL and the Trust of Grantee's intent to declare the easements abandoned, and provided such nonuse is not cured within such thirty (30) day period.

The terms and conditions of the foregoing easements shall be enforceable by Grantor, Grantee, and the District. The foregoing easements may be terminated or amended only upon the prior written approval of Grantor, Grantee, and the District and/or their respective successors and assigns.

The easements reserved herein may be assigned by Grantor only with prior written consent of Grantee and the District.

GRANTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND GRANTEE AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS FROM AND AGAINST ANY AND ALL LOSSES, DEBTS, CLAIMS, SUITS, ACTIONS, DAMAGES, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH: (I) THE PRESENCE AND/OR USE OF THE EXISTING STRUCTURES LOCATED WITHIN THE PERPETUAL USE EASEMENT AREA, (II) THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN BY GRANTOR AND GRANTOR'S EMPLOYEES, AGENTS, CONTRACTORS, AND INVITEES, AND/OR (III) GRANTOR'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO THE EASEMENTS GRANTED HEREIN.

RESERVATION OF MINERAL INTEREST

Grantor and Grantor's heirs, successors, and assigns forever reserve from the conveyance all oil, gas, and other minerals in, under, or that may be produced from the Property (the "Minerals"). Provided however, that Grantor, and its heirs, successors, and assigns, shall have no right of ingress or egress or right to enter upon or use the surface of the Property for the purpose of exploring for, developing, drilling for, producing, transporting, mining, treating, or storing the Minerals, and Grantor hereby expressly waives, for itself and its heirs, successors, and assigns, all rights, interests, and/or privileges to use or access the surface of the Property for said purposes. It is expressly understood and agreed by Grantor and Grantee that any exploration, development, and production of the Minerals shall be from the surface of other adjacent lands and that there shall never be any exploration, development, or production of the Minerals that would require drilling, mining, shaft mining, strip mining, or pit mining on or about the surface of the Property. Notwithstanding the foregoing, Grantors' waiver of surface rights to the Property as set forth herein shall not prohibit the exploration, development, and/or production of the Minerals from pooling or unitization with lands other than the Property, or by means of wells drilled or mines opened on land other than the Property but enter or bottom under the Property, provided that such operations do not, in any manner whatsoever, interfere with the surface or subsurface support of the Property or any improvements constructed or to be constructed thereon.

GRANTOR:

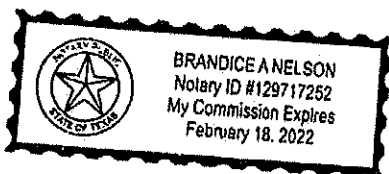
SENNA HILLS TRUST

By


Don Rip Miller, Trustee

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 23RD day of May __, 2018, by Don Rip Miller, Trustee of SENNA HILLS TRUST, acknowledged this instrument on behalf of said Trust.




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Lance Lackey
Lackey & Smith
900 S. Capital of Texas Hwy., Ste. 425
Austin, Texas 78746