

Exhibit 14

Former Home Depot Site – Special Warranty Deed

02-2425000970/LAB/dd

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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.

When Recorded Return To:

City of Austin
Attn: Thomas Nuckols, Esq.
301 W. 2nd Street
Austin, Texas 78767



WD 2008196617
7 PGS

(Space Above For Recorder's Use Only)

SPECIAL WARRANTY DEED
Austin, Texas

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT, **HD DEVELOPMENT PROPERTIES, L.P.**, a Georgia limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto **CITY OF AUSTIN**, a municipality and political subdivision of the State of Texas ("Grantee"), that certain real property located in Austin, Travis County, Texas, being more particularly described on Exhibit "A" attached hereto and fully made a part hereof (the "Land"), together with all improvements located thereon and all rights and appurtenances thereto in anywise belonging to Grantor, including but not limited to, all rights, titles and interests, if any, of Grantor in (a) any land lying in or under the bed of any highway, avenue, street, road, alley, open or proposed, in, on, across, abutting or adjacent to the Land, but only from the Land to the center line of such highway, avenue, street, road, or alley; and (b) all rights, titles and interests of Grantor, if any, in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any such highway, avenue, street, road or alley with respect to the Land only (all of said Land, property and interest being collectively referred to herein as the "Property"), subject, however, to those matters described on Exhibit "B" attached hereto and fully made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described Property, subject to the Permitted Exceptions, together with any and all the rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its

successors, legal representatives 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.

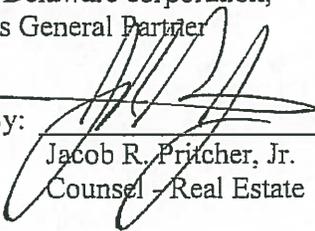
Ad valorem taxes applicable to the Property have been paid up to and including the year 2008. Subject to any rights regarding reallocation of said prorations contained in any document executed between Grantor and Grantee, Grantee hereby assumes payment of ad valorem taxes for the year 2009 and each year thereafter.

GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WITH ALL FAULTS" INCLUDING ALL LATENT AND PATENT DEFECTS, WITHOUT ANY REPRESENTATION OR WARRANTY BY GRANTOR. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING FITNESS FOR ANY PARTICULAR PURPOSE OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS (EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH SPECIFICALLY WITHIN THIS SPECIAL WARRANTY DEED). GRANTEE DOES HEREBY ACKNOWLEDGE THAT, IN PURCHASING THE PROPERTY, GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, OR OTHER ASSERTION, EITHER ORAL OR WRITTEN, MADE BY GRANTOR OR ITS EMPLOYEES, AGENTS, OR BY ANY OTHER PERSON REPRESENTING GRANTOR, BUT IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY. GRANTEE WARRANTS THAT IT HAS INSPECTED THE PROPERTY AND IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY TO DETERMINE THE CONDITION OF THE PROPERTY IN PURCHASING THE PROPERTY.

EXECUTED and **EFFECTIVE** as of the 8th day of December, 2008.

HD DEVELOPMENT PROPERTIES, L.P.,
a Georgia limited partnership

By: Home Depot U.S.A., Inc.,
a Delaware corporation,
its General Partner

By: 
Jacob R. Pritchler, Jr.
Counsel - Real Estate

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 8 day of December, 2008, by Jacob R. Pritcher, Jr., as Counsel - Real Estate of Home Depot U.S.A., Inc., a Delaware corporation, as the general partner of **HD DEVELOPMENT PROPERTIES, L.P.**, a Georgia limited partnership, on behalf of said partnership.

Crystal Fisher

Notary Public

My Commission Expires: 11/03/10

[Notarial Seal]

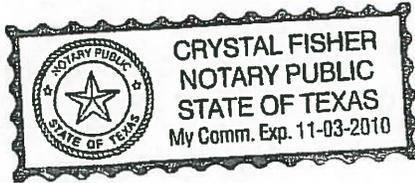


EXHIBIT "A"

Legal Description of the Land

BEING all that certain lot, tract or parcel of land situated in the James P. Wallace Survey, Abstract No. 57, Travis County, Texas, same being a part of Block 13 of the H.A. & J.G. Fitzhugh Subdivision of the Rutherford Farm according to the plat thereof recorded in Book 1, Page 108 of the Plat Records of Travis County, Texas, same being the tract of land conveyed to HD Development Properties, L.P., a Georgia limited partnership, by deed recorded in Conveyance No. 1999061722 of the Real Property Records of Travis County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 60D Nail found in the southeast right-of-way line of Interstate Highway No. 35 (variable width R.O.W.) and the west corner of Lot 1 of Chrysler Addition according to the plat thereof recorded in Volume 49, Page 1 of the Plat Records of Travis County, Texas, same being a tract of land conveyed to ABKO Investment Company, Inc. by deed recorded in Volume 7943, Page 894 of the Deed Records of Travis County, Texas, same being the north corner of herein described tract;

THENCE South 62 degrees 19 minutes 03 seconds East along the southwest line of said Chrysler Addition, a distance of 636.32 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC. at the westerly most south corner of said Chrysler Addition, for a corner;

THENCE North 29 degrees 54 minutes 59 seconds East along the south line of said Chrysler Addition a distance of 99.90 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC., for a corner;

THENCE South 62 degrees 27 minutes 00 seconds East along the southwest line of said Chrysler Addition a distance of 338.54 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC. in the northwest line of St. John's College Addition according to the plat thereof recorded in Volume 4, Page 71 of the Plat Records of Travis County, Texas, same being the east corner of said herein described tract;

THENCE South 30 degrees 05 minutes 50 seconds West along the northwest line of said St. John's College Addition a distance of 150.03 feet to a 1/2 inch iron rod found at the east corner of a tract of land conveyed to the City of Austin by deed recorded in Volume 2835, Page 167 of the Deed Records of Travis County, Texas, for a corner;

THENCE North 59 degrees 54 minutes 14 seconds West along the northeast line of said City of Austin tract a distance of 201.24 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC. at the north corner of said City of Austin tract, for a corner;

THENCE South 30 degrees 05 minutes 18 seconds West along the northwest line of said City of Austin tract a distance of 210.00 feet to a 1/2 inch iron rod found at the west corner of said City of Austin tract, for a corner;

THENCE South 59 degrees 55 minutes 11 seconds East along the southwest line of said City of Austin tract a distance of 201.21 feet to a 1/2 inch iron rod found in the northwest line of said St. John's College Addition, same being the south corner of said City of Austin tract, for a corner;

THENCE South 30 degrees 04 minutes 43 seconds West along the northwest line of said St. John's College Addition a distance of 369.94 feet to a 1/2 inch iron rod found in the northeast right-of-way line of E. St. John's Avenue (50 foot R.O.W.), same being the south corner of said herein described tract;

THENCE North 62 degrees 23 minutes 30 seconds West along the northeast right-of-way line of said E. St. John's Avenue a distance of 931.74 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC. at the west corner of said herein described tract;

THENCE North 17 degrees 26 minutes 13 seconds West a distance of 35.66 feet to a 60D Nail found in the southeast right-of-way line of said Interstate Highway No. 35, same being the west corner of said herein described tract;

THENCE North 27 degrees 16 minutes 06 seconds East along the southeast right-of-way line of said Interstate Highway No. 35 a distance of 343.06 feet to a concrete monument found at the beginning of a curve to the right having a delta angle of 00 degrees 50 minutes 08 seconds, a radius of 2853.29 feet and a chord bearing and distance of North 29 degrees 50 minutes 18 seconds East, 41.60 feet;

THENCE along the southeast right-of-way line of said Interstate Highway No. 35 and along said curve to the right, an arc length of 41.60 feet to a concrete monument found at the end of said curve, for a corner;

THENCE North 30 degrees 13 minutes 55 seconds East along the southeast right-of-way line of said Interstate Highway No. 35 a distance of 220.30 feet to the POINT OF BEGINNING and containing 601,467.38 square feet or 13.8078 acres of land.

EXHIBIT "B"

Permitted Exceptions

1. Deed (Controlled Access Highway Facility), recorded July 13, 1989, under Film Code No. 4498044, as Document No. 89058779, in Volume 10978, Page 1300, and re-recorded August 21, 1989, under Film Code No. 4510394, as Document No. 89070980, in Volume 11005, Page 1122, of the Real Property Records of Travis County, Texas
2. Wastewater Easement in favor of the City of Austin, recorded April 25, 1989, under Film Code No. 4472548, as Document No. 89033768, in Volume 10924, Page 78, of the Real Property Records of Travis County, Texas
3. Sidewalk Easement in favor of the City of Austin, recorded October 3, 1994, under Film Code No. 5204408, in Volume 12284, Page 1, of the Real Property Records of Travis County, Texas
4. Temporary Electric Utility Easement in favor of the City of Austin, recorded February 7, 1995, under Film Code No. 5251458, in Volume 12369, Page 493, of the Real Property Records of Travis County, Texas
5. Water Main Easement in favor of the City of Austin, recorded February 17, 1995, under Film Code No. 5254817, in Volume 12377, Page 556, of the Real Property Records of Travis County, Texas
6. Agreement Granting Easements between Rosewood Properties, Inc., and Austin Independent School District, recorded November 8, 1988, under Film Code No. 4422422, in Volume 10813, Page 509, of the Real Property Records of Travis County, Texas
7. Declaration of Use Restriction executed by HD Development Properties, L.P., and being recorded simultaneously herewith
8. All matters shown on survey prepared by Bryan Connally, RPLS No. 5513, dated January 18, 2008, last revised April 16, 2008, including but not limited to overhead power lines with poles and guys located along the southwest, west, northwest, northeasterly most and the southeasterly most property lines; electric manhole located along the southwest property line; three water valves located along the northwest property line; and encroachment of the existing wood fence along the southeasterly property line

Notwithstanding anything in this Special Warranty Deed to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this Special Warranty Deed, and inclusion of such Permitted Exceptions in this Special Warranty Deed shall not be deemed to encumber the Property if such Permitted Exceptions are not valid and effective as of the date of this Special Warranty Deed. Additionally, the Property is conveyed subject to (i) any and all easements, restrictions and encroachments of record or that would be ascertainable by an inspection or survey of the Property that are not specifically listed above; (ii) all existing zoning laws and ordinances; and (iii) all taxes and assessments not yet due and payable.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Dec 10 09:28 AM 2008196617

DAVISD \$40.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS