

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 25

THIS REAL ESTATE CONTRACT ("Contract") is made by ANDREW L. ANTHONY and MAEDELLE T. ANTHONY (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.026 acre (1,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 25)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of ONE THOUSAND FIVE HUNDRED NINETY THREE and 00/100 Dollars (\$1,593.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of TWO THOUSAND ONE HUNDRED TWENTY SIX and 00/100 Dollars (\$2,126.00).

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

Option to Purchase Waterline Easement

2.03. As an agreement and obligation which shall survive the Closing of this transaction, Purchaser shall have the additional option (the "Option") to purchase a waterline easement interest in and across the following Property of Seller:

All of that certain 0.050 acre (2,188 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 25-WE**)

for the consideration and terms as set forth in this section, and in the remainder of this Contract.

2.04. The Purchase Price for the Easement described herein shall be THREE THOUSAND SIXTY THREE and no/100 Dollars (\$3,063.00).

2.05. The Option to purchase this easement shall continue until the expiration of two (2) years after the Effective Date of this Contract (the "Option Period"). Purchaser shall have the right to extend the Option Period for an additional two year period by providing written notice to Seller, and if such extension is exercised the Purchase Price for the easement shall be increased by 10%.

2.06. The parties shall record a Memorandum of Option at the Closing of the fee simple Property transaction contemplated in Article I above. The form of the Memorandum of Option shall be as shown in Exhibit "C" attached hereto and incorporated herein. The Option shall be a covenant running with the land, and shall bind Seller's heirs, agents, successors and assigns.

2.06. The Closing for completion of any Easement purchase transaction under this section shall take place within 30 days after Buyer's notice in writing to Seller of its intent to exercise the Option identified herein.

2.07. The form of the Easement to be granted under this section shall be as shown in Exhibit "D" attached hereto and incorporated herein, or as otherwise agreed to between the parties.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Georgetown Title Company on or before April 15, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

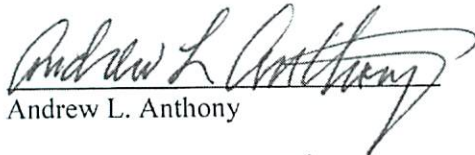
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:


Andrew L. Anthony

Date: 03-03-17

Address: 101 JACOBS WAY
Hutto, TX 78634



Maedelle T. Anthony

Date: 03-03-17
~~03-03-17~~ ma.

Address: 101 Jacobs Way
Hutto, Texas 78634

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

Date: 03-22-2017

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel: 25
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 25

BEING 0.026 of an acre (1,138 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 1, Block A, of Valley Vista, a subdivision of record in Cabinet P, Slide 18, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10195271.85, E=3151402.24) on the north line of County Road No. 105 marking the Southwest corner of the above-referenced Lot 1, being the Southeast corner of that certain Tract 1, called 67.07 acres, as conveyed to Ernest W. Kimbro by deed recorded as Document No. 2007004401 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof from which a ½-inch iron pipe found along the East line of the above referenced 67.07 acre Ernest W. Kimbro tract bears N 21°15'15" W, 216.30 feet;

THENCE, along the west line of the said Lot 1, being the east line of the said 67.07 acre Kimbro Tract 1, N 21°15'15" W, 21.58 feet to an iron pin set 81.43 feet left of Engineers Centerline Station 152+89.11 for the Northwest corner hereof;

THENCE, N 80°18'45" E, 107.66 feet to an iron pin set 67.47 feet left of Engineers Centerline Station 154+00.00 on the said north line of County Road No. 105, being the south line of said Lot 1, for the most easterly corner hereof;

THENCE, along the said north line of County Road No. 105, S 68°45'00" W, 105.47 feet to the Place of **BEGINNING** and containing 0.026 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane


STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-25

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 25.docx

4

3

2

2

GTE SOUTHWEST
INCORPORATED
10' EASEMENT
9756601

15' PUBLIC
UTILITY
EASEMENT
P.18

1

STA. 152+89.11
D/S 81.43' LI

N80° 18' 45" E

STA. 154+00.00
O/S 67.42' LT

N 68° 41' 15" E 1707.5

S 68° 45' 00" W 105.47

68° 45' 00" E 181.67

CR 105

PC 158-04.70

N

0 25 50 75 100
SCALE IN FEET

STEEGER & BIZZELL



WILLIAMSON
COUNTY

COUNTY:
WILLIAMSON

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 21°15'15" W	21.58'
L2	N 80°18'45" E	107.66'

NOTES:

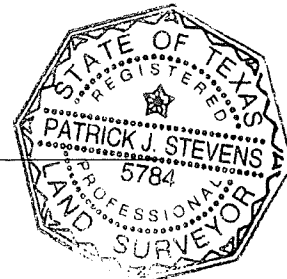
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY., VOL. 299, PG. 515
2. JONAH WATER SUPPLY CORP., VOL. 563, PG. 513

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.


 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2



1970 S. AUSTIN AVENUE
 512.910.9417
 78743

GEORGETOWN, TX 78628
 STEGERBIZZELL.COM
 >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
 ANDREW L. ANTHONY AND MADELE T. ANTHONY

SCALE:
 1"=100'

PARCEL:
 25

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON


 WILLIAMSON
 COUNTY
 1848

EXHIBIT B

County: Williamson
Parcel: 25E
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 25E

BEING 0.050 of an acre (2,188 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 1, Block A, of Valley Vista, a subdivision of record in Cabinet P, Slide 18, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

COMMENCING at an iron pin found (Surface Coordinates determined as N=10195271.85, E=3151402.24) on the north line of County Road No. 105, 59.95 feet left of Engineer's Centerline Station 152+91.32, marking the Southwest corner of the above-referenced Lot 1, being the Southeast corner of that certain Tract 1, called 67.07 acres, as conveyed to Ernest W. Kimbro by deed recorded as Document No. 2007004401 of the Official Public Records of Williamson County, Texas, from which a ½-inch iron pipe found along the East line of the above referenced 67.07 acre Ernest W. Kimbro tract bears N 21°15'15" W, 216.30 feet;

THENCE, departing said north line of County Road No. 105, along the west line of the said Lot 1, being the east line of the said 67.07 acre Kimbro Tract 1, N 21°15'15" W, 21.58 feet to an iron pin set in the proposed north right-of-way line of County Road No. 105, 81.43 feet left of Engineer's Centerline Station 152+89.11 for a northwest corner and **POINT OF BEGINNING** (Surface Coordinates determined as N=10195291.97, E=3151394.41) of the herein described tract;

THENCE, departing said proposed north right-of-way line of County Road No. 105, and continuing over and across the above-referenced Lot 1, the following four (4) courses:

1. N 21°15'15" W, a distance of 15.31 feet to a point on the west line of the said Lot 1, for the most northerly northwest corner of the herein described tract;
2. N 80°18'45" E, a distance of 184.04 feet to a point on the north right-of-way line of County Road No. 105, also being on the south line of said Lot 1, for the most easterly corner hereof;
3. S 68°45'00" W, a distance of 74.83 feet along the said south line of Lot 1 to an iron pin set in the proposed north right-of-way line of County Road No. 105, for the most southerly corner hereof;

4. S 80°18'45" W, a distance of 107.66 feet to the **POINT OF BEGINNING** and containing 0.050 of an acre (2,188 Square Feet) of land, more or less.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground under my supervision of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the _____ day of _____, 2017, A.D.

PRELIMINARY – FOR REVIEW. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

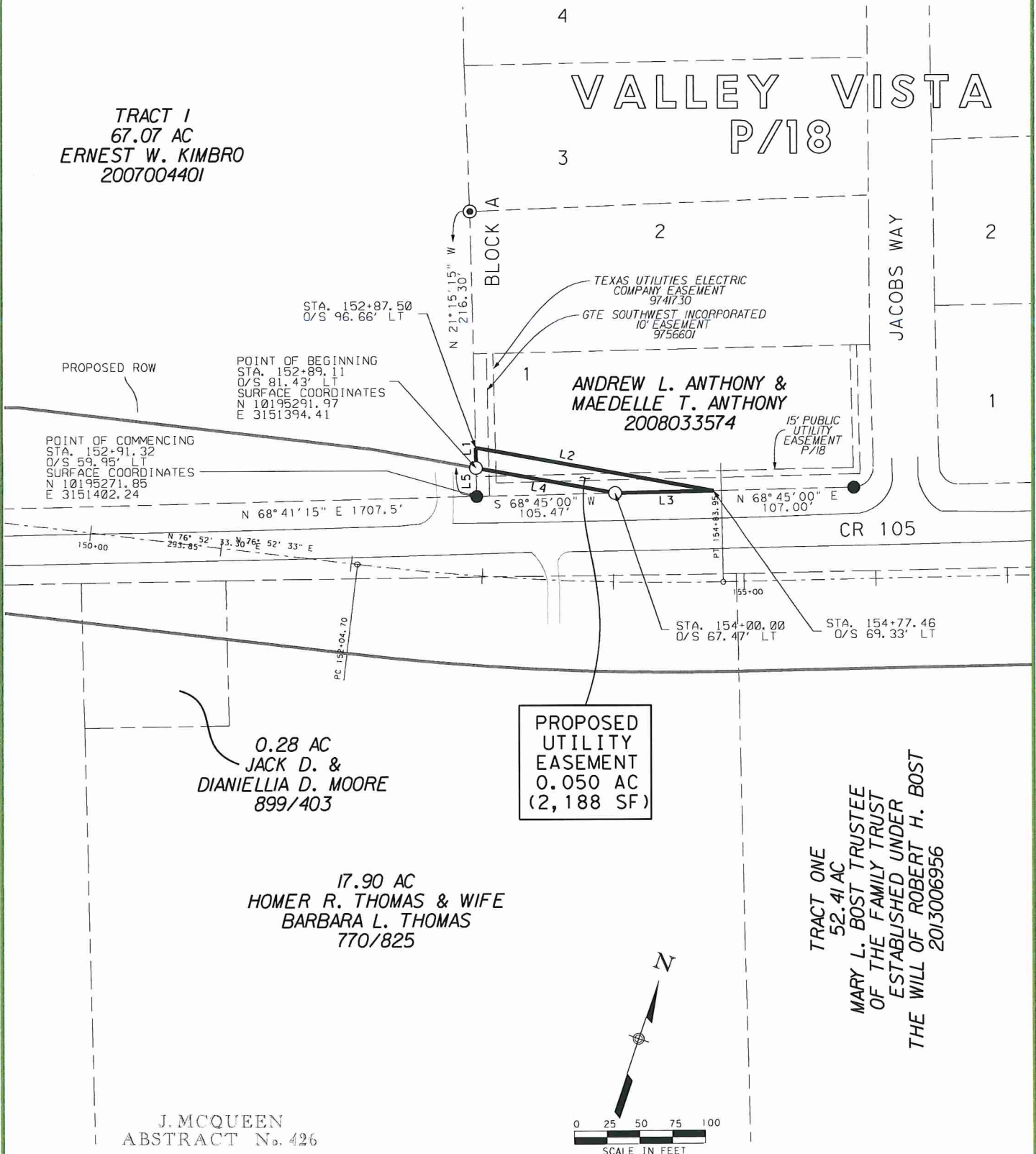
Project No. 22009-25E

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 25E.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

TRACT 1
67.07 AC
ERNEST W. KIMBRO
2007004401

VALLEY VISTA
P/18



TRACT ONE
52.41 AC
MARY L. BOST TRUSTEE
OF THE FAMILY TRUST
ESTABLISHED UNDER
THE WILL OF ROBERT H. BOST
2013006956

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MAEDELLE T. ANTHONY

1978 S. AUSTIN AVENUE
512.903.9412
GEORGETOWN, TX 78626
18 S. 200th 100th ST
STEGEBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

SCALE:
1"=100'

PARCEL:
25E

PROJECT:
CR 111

COUNTY:
WILLIAMSON



LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- /— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 21°15'15" W	15.31'
L2	N 80°18'45" E	184.04'
L3	S 68°45'00" W	74.83'
L4	S 80°18'45" W	107.66'
L5	N 21°15'15" W	21.58

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

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2. JONAH WATER SUPPLY CORP., VOL. 563, PG. 513

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY - FOR REVIEW. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MADELLE T. ANTHONY

SCALE:
1"=100'

PARCEL:
25E

PROJECT:
CR 111

COUNTY:
WILLIAMSON

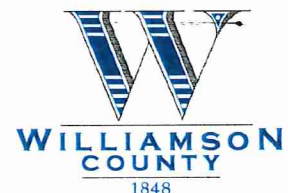


EXHIBIT "C"

MEMORANDUM OF WATERLINE EASEMENT OPTION CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

This Memorandum of Option Contract (this "**Memorandum**") is made and entered into by and between ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("**Optionor**"), and WILLIAMSON COUNTY, TEXAS referred to in this Option Contract as "**County**".

1. The parties do hereby give notice that an Option Contract effective _____, 2017 (the "**Option**") has been entered into between the parties, pursuant to which Optionor has granted to the County an option and right to purchase a waterline easement interest in and across the hereinafter described Property at a price to be determined and on terms and conditions as set forth therein.

2. The property covered by the Option is that certain tract of land containing 0.050 acre of land, more or less, located in Williamson County, Texas, as more particularly described on **Exhibit A (Parcel 25-WE)** attached hereto and made a part hereof (the "**Property**").

3. The initial term of the Option expires at 5:00 p.m., _____, and upon certain conditions may be extended by County for an additional period two (2) years if necessary.

4. The parties agree that in the event of the expiration or earlier termination of the Option in accordance with its terms, the County shall have no right, title or interest in and to the Property. The parties expressly confirm and acknowledge that upon the expiration or earlier termination of the Option, the County has agreed to properly execute, acknowledge and deliver to Optionor within thirty (30) days of a request therefor, a release, quitclaim deed or any other document required by Optionor or a title insurance company to verify the termination of the Option. If the County shall fail to execute and deliver such release, quitclaim or other document to verify the termination of the Option within thirty (30) days after the request therefor, Optionor shall be entitled to execute and cause to be recorded an Affidavit confirming the termination of the Option, which Affidavit shall be conclusive evidence of the termination of the Option.

5. This Memorandum does not alter, amend or modify the Option, but is executed solely for the purpose of giving notice of the existence of the Option and the terms and conditions therein, which Option is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

OPTIONORS:

Andrew L. Anthony
Andrew L. Anthony

Date: 03-03-17

ACKNOWLEDGMENT

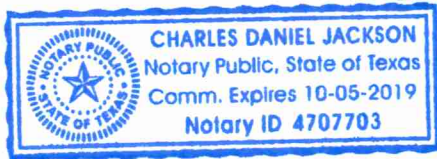
STATE OF TEXAS
COUNTY OF Williamson

This Instrument was acknowledged before me on March 3, 2017, by Andrew L. Anthony, in the capacity and for the purposes and consideration recited herein.

[signature]
[signature]

[notarial seal]

Notary Public
My Commission Expires
10-5-2019 [date]



OPTIONORS:

Maedelle T. Anthony
Maedelle T. Anthony

Date: 03-03-17

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

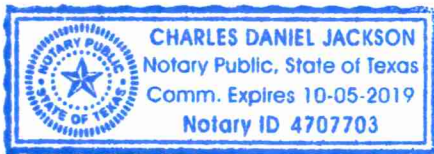
This Instrument was acknowledged before me on March 3, 2017, by Maedelle T. Anthony, in the capacity and for the purposes and consideration recited herein.

[Signature] [signature]

Notary Public
My Commission Expires

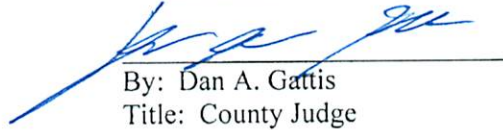
[notarial seal]

10-5-2019 [date]



COUNTY:

WILLIAMSON COUNTY, TEXAS


By: Dan A. Gattis
Title: County Judge

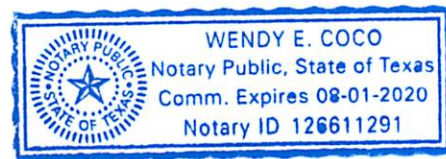
Date: 03-22-2017

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on March 21st 2017, by Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

[notarial seal] Wendy E. Coco [signature]
Notary Public
My Commission Expires 8/1/20 [date]



AFTER RECORDING, PLEASE RETURN TO:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

EXHIBIT "D"

WATERLINE EASEMENT

County Road 111—Parcel 25

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 0.050 acre (**Parcel 25—WE**), being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise available from a public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 3 day of March, 2017.

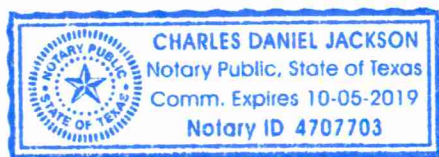
GRANTOR:

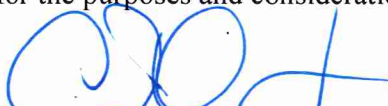

Andrew L. Anthony

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 3 day of March, 2017, by Andrew L. Anthony, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: Charles Daniel Jackson
My Commission Expires: 10-5-2019

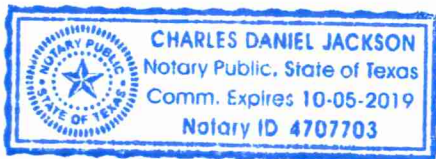
GRANTOR:

Maedelle T. Anthony
Maedelle T. Anthony

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 3 day of March, 2017,
by Maedelle T. Anthony, in the capacity and for the purposes and consideration recited herein.



[Signature]
Notary Public, State of Texas
Printed Name: Charles Daniel Jackson
My Commission Expires: 10-5-2019

EXHIBIT "E"

Parcel 25

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ANDREW L. ANTHONY and MAEDELLE T. ANTHONY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.026 acre (1,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 25)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

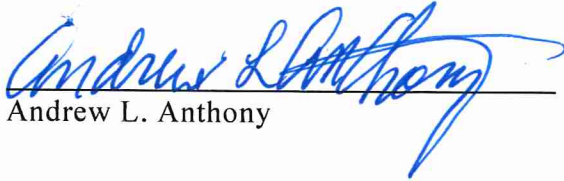
TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 3 day of march, 2017.

[signature page follows]

GRANTOR:



Andrew L. Anthony

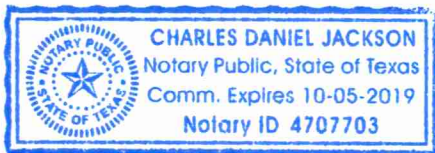
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 3 day of march, 2017 by Andrew L. Anthony, in the capacity and for the purposes and consideration recited therein.





Notary Public, State of Texas

GRANTOR:

Maedelle T. Anthony
Maedelle T. Anthony

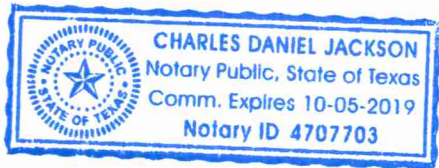
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 3 day of March, 2017 by Madelle T. Anthony, in the capacity and for the purposes and consideration recited therein.



[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: