

## **REAL ESTATE CONTRACT**

Sam Bass/Corridor H Right of Way – Parcel 53

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AQUA TEXAS, INC, (referred to in this Contract as "Seller", whether one or more) 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 0.029 acre (1,252 square feet) tract of land located in the J.H. Dillard Survey, Abstract 179, Williamson County, Texas and the W. Kincaid Survey, Abstract 374, Williamson County, Texas, being a portion of Lot WW, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Vested to Aqua Texas, Inc., as per Williamson County Appraisal District, Parcel ID No. R35351; Said 0.029 acre (1,252 Sq. Ft.) tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 53**);

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 and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise 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**

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ELEVEN THOUSAND THREE HUNDRED THREE and 00/100 Dollars (\$11,303.00).

#### **Payment of Purchase Price**

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

### **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**

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. 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 Independence Title Company on or before November 20, 2020, 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 Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title 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.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement 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".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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 as incurred.

### **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 page follows]*

**SELLER:**

AQUA TEXAS, INC.

By: \_\_\_\_\_

Name: Robert L. Laughman

Its: President

Date: October 20, 2020

Address: 1106 Clayton Ave.  
Suite 400W  
Austin, Texas 78762

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Bill Gravell, Jr., County Judge

Date: November 3, 2020

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

EXHIBIT "A"

County: Williamson  
Parcel No.: 53  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5  
June 15, 2020

PROPERTY DESCRIPTION FOR PARCEL 53

DESCRIPTION OF A 0.029 ACRE (1,252 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS AND THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT WW, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO TAL/TEX INC., RECORDED IN VOLUME 1301, PAGE 850, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), NOW KNOWN AS AQUASOURCE UTILITY, INC., BY MERGER RECORDED IN DOCUMENT NO. 2001082279, O.P.R.W.C.TX.; SAID 0.029 ACRE (1,252 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road), a variable width right-of-way, no record information found, for the northeast corner of Lot 17, of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the northwest corner of Lot 18, of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

**THENCE** S 57°41'08" E, departing the common corner of said Lot 17 and said Lot 18, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of Lot 19, of said Great Oaks Subdivision, described in a deed to The JHK Trust, recorded in Document No. 2016030052, O.P.R.W.C.TX.;

**THENCE** S 32°12'52" W, departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, a distance of 1.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68;

**THENCE** S 55°04'08" E, continuing with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, a distance of 204.33 to a calculated point\*\* (Surface Coordinates: N=10,168,766.36, E=3,113,380.96) 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the common line of said Lot 19 and said Lot WW, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 32°31'56" E, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 19, crossing at a distance of 5.97 feet the south line of a 5-foot wide Road Widening Easement show on the said Great Oaks subdivision plat, and continuing for a total distance of 10.97 feet to a 1/2-inch iron rod found on the existing south right-of-way line of said Sam Bass Road, for the northeast corner of said Lot 19, same being the northwest corner of said Lot WW and the parcel described herein;

**THENCE** departing the common corner of said Lot WW and said Lot 19, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of said 5-foot wide Road Widening Easement, the following two (2) courses and distances numbered 2-3:



EXHIBIT "A"

County: Williamson  
Parcel No.: 53  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 5  
June 15, 2020

2) S 56°56'50" E, a distance of 56.49 feet to a calculated point, and

3) S 57°20'01" E, a distance of 44.98 feet to a calculated point, for the northwest corner of Lot 1, of said Great Oaks Subdivision, described in a deed to Joseph George Goergen and Barbara Anne Goergen, Trustees of Goergen Family Trust Dated October 15, 2008, recorded in Document No. 2008079392, O.P.R.W.C.TX., same being the northeast corner of said Lot WW and the parcel described herein, from which a 1/2-inch iron rod found bears N 80°16'56" W, a distance of 0.31 feet;

4) **THENCE** S 52°00'16" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot WW and said Lot 1, crossing at a distance of 5.06 feet the south line of said 5-foot wide Road Widening Easement, and continuing for a total distance of 15.27 feet to a calculated point\*\* 19.00 feet right of Sam Bass Road E.C.S. 338+66.47 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

5) **THENCE** N 55°04'08" W, departing the common line of said Lot WW and said Lot 1, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot WW, a distance of 96.46 feet to the **POINT OF BEGINNING**, and containing 0.029 acre (1,252 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

\*\*Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

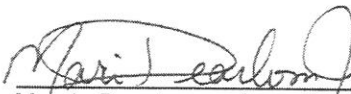
THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Marvin Dearbonne Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

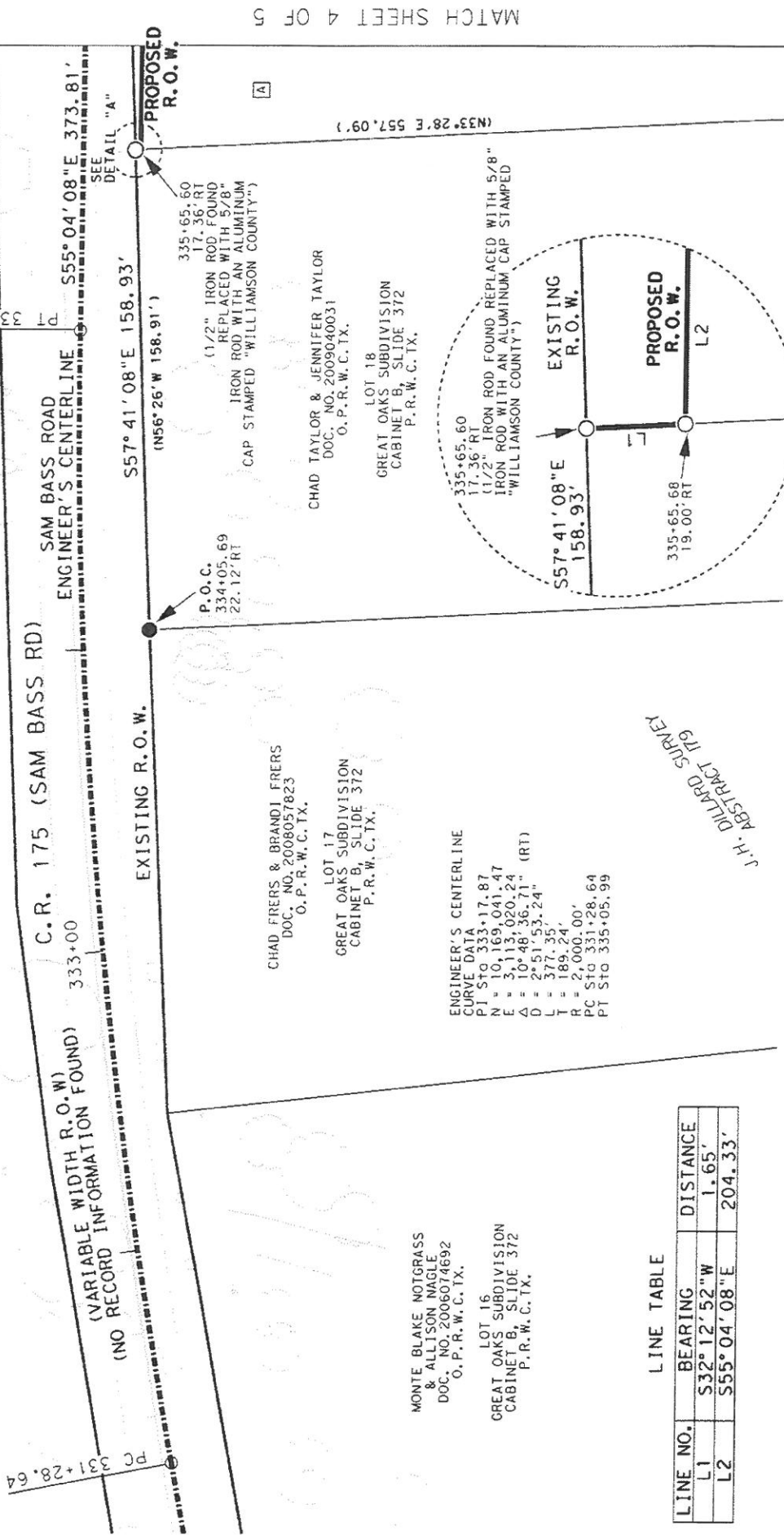
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC  
4801 Southwest Pkwy  
Building Two, Suite 100  
Austin, Texas 78735  
TX. Firm No. 10064300



 18 JUNE 2020  
Marvin Dearbonne Jr.           Date  
Registered Professional Land Surveyor  
No. 5697 – State of Texas

# EXHIBIT "A"



FILE: \\saminc\apps\PROJECTS\1017038216\100\Survey\03Exhibits\53PLAT00P-53.3.dgn

REF. FIELD NOTE NO. 45971

PAGE 3 OF 5

EXISTING \*0.335 AC. ACQUIRE 0.029 AC. REMAINING 0.306 AC. RIGHT

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 AQUASOURCE UTILITY, INC.  
 PARCEL 53  
 0.029 AC. (1,252 SQ. FT.)



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10084500



GRAPHIC SCALE,  
 SCALE: 1" = 50',  
 WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S32°12'52"W	1.65'
L2	S55°04'08"E	204.33'

MATCH SHEET 4 OF 5

(VARIABLE WIDTH R.O.W)  
(NO RECORD INFORMATION FOUND)

SAM BASS ROAD 340+00  
NEER, S CENTERLINE

0.012 AC.  
5' DRAINAGE & RESERVED FOR  
ROAD WIDENING EASEMENTS  
CABINET C SLIDE 372  
P. R. W. C. TX.

C.R. 175 (SAM BASS RD)

337+00

EXISTING R. O. W.

PROPOSED R.O.W. 12

12

P.O.B.  
\*\*UNABLE TO SET  
AT TIME OF SURVEY  
N=10, 168, 766.36  
E=3, 113, 380.96  
337+70.01  
19.00'RT

ENGINEER'S CENTERLINE  
SURVE DATA  
PI STA 341+83.41  
NN = 10, 168, 545.23  
E = 3, 113, 530.76  
Δ = 1° 15' 49.82" (LT)  
D = 2° 51' 63.24"  
L = 602.62'  
T = 303.31'  
R = 2,000.00'  
PC STA 338+79.80  
PT STA 344+82.42

JOSEPH GEORGE GOERGEN  
& BARBARA ANNE GOERGEN,  
TRUSTEES OF GOERGEN FAMILY  
DATED OCTOBER 15, 2008  
DOC. NO. 2008079392  
O. P. R. W. C. TX.

LOT 1  
GREAT OAKS SUBDIVISION  
CABINET 8, SLIDE 372  
P.R.W.C.TX.

- SANITARY EASEMENT  
CABINET C, SLIDE 372  
P. R. W. C. IX.

W. KINCAID SURVEY  
ABSTRACT 374

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	S55°04'08"E	204.33'
L3	N32°31'56"E	10.97'
L4	S56°56'50"E	56.49'
(L4)	(N55°42'W)	(56.58')
L5	S57°20'01"E	44.98'
(L5)	(N56°07'W)	(45.00')
L6	S52°00'16"W	15.27'

APPROXIMATE SURVEY LINE

J. H. DILLARD SURVEY  
ABSTRACT 179

FILE: \\soninc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\53\PLAT00AP-53-4.dgn

EXISTING	*0.335 AC.	ACQUIRE	0.029 AC.	REMAINING	0.306 AC. RIGHT
EXISTING	*0.335 AC.	ACQUIRE	0.029 AC.	REMAINING	0.306 AC. RIGHT

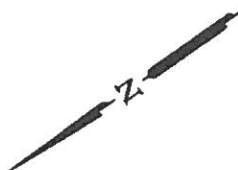


4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Farm Reallocation No. 10064/00

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
AQUASOURCE UTILITY, INC.  
PARCEL 53  
0.029 AC. (1,252 SQ. FT.)



GRAPHIC SCALE.  
SCALE: 1" = 50'.  
WILLIAMSON COUNTY, TEXAS



# EXHIBIT "A"

## LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ⊞ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

### NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952120, EFFECTIVE DATE JANUARY 7, 2020, AND ISSUED DATE JANUARY 15, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRIESEE. SCHEMATIC RECEIVED BY SAM, LLC, IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.
- UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.
- I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

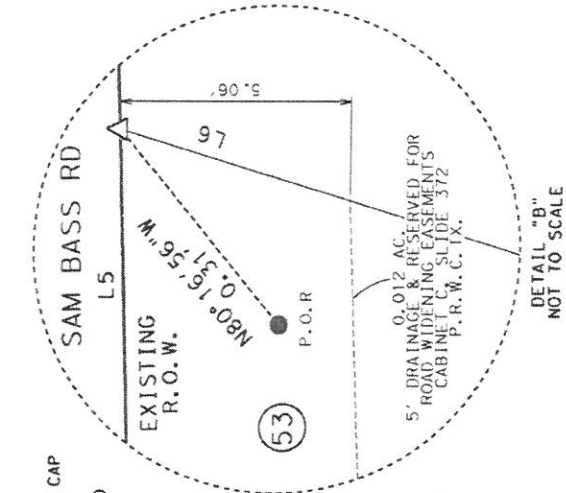
*Marvin Dearbonne Jr.*  
MARVIN DEARBONNE JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5697, STATE OF TEXAS

18 June 2020  
DATE



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10084320

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
AQUASOURCE UTILITY, INC.  
PARCEL 53  
0.029 AC. (1,252 SQ. FT.)



A THE JHK TRUST  
DOC. NO. 2016030052  
O.P.R.W.C.TX.

LOT 19  
GREAT OAKS SUBDIVISION  
CABINET B, SLIDE 372  
P.R.W.C.TX.

B AQUASOURCE UTILITY, INC.  
BY MERGER  
DOC. NO. 2001082279  
O.P.R.W.C.TX.

TAL/TEX INC.  
VOL. 1301, PG. 850  
O.R.W.C.TX.

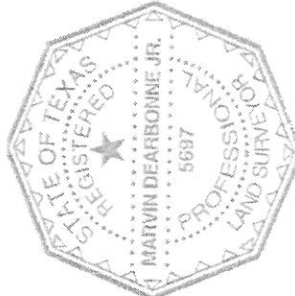
LOT WW  
GREAT OAKS SUBDIVISION  
CABINET B, SLIDE 372  
P.R.W.C.TX.

53 (0.029 AC.)  
AQUASOURCE UTILITY, INC.  
BY MERGER  
DOC. NO. 2001082279  
O.P.R.W.C.TX.

TAL/TEX INC.  
VOL. 1301, PG. 850  
O.R.W.C.TX.

LOT WW  
GREAT OAKS SUBDIVISION  
CABINET B, SLIDE 372  
P.R.W.C.TX.

PARENT TRACT  
NOT TO SCALE



FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\53\PLAT\00AP-53\_4.dgn  
REF. FIELD NOTE NO. 45971

EXISTING \*0.335 AC. ACQUIRE 0.029 AC. REMAINING 0.306 AC. RIGHT

Exhibit "B"

Parcel 53

**DEED**

Sam Bass/Corridor H Right of Way

**THE STATE OF TEXAS**

§

**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 MEN BY THESE PRESENTS:**

That AQUA TEXAS, INC., 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 the certain tracts or parcels 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 0.029 acre (1,252 square feet) tract of land located in the J.H. Dillard Survey, Abstract 179, Williamson County, Texas and the W. Kincaid Survey, Abstract 374, Williamson County, Texas, being a portion of Lot WW, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, Plat Records of Williamson County, Texas (P.R.W.C.TX.), Vested to Aqua Texas, Inc., as per Williamson County Appraisal District, Parcel ID No. R35351; Said 0.029 acre (1,252 Sq. Ft.) tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 53**);

**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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 Corridor C/Southeast Inner Loop.

**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 \_\_\_\_ day of \_\_\_\_\_, 2020.

Acknowledgements on following pages



**GRANTOR:**

AQUA TEXAS, INC.

By: \_\_\_\_\_

Address: \_\_\_\_\_

Name: Robert Laughman, President

\_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020 by Robert Laughman, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

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