

**REAL ESTATE CONTRACT**  
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LARRY JOHN MATL** (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:

Waterline easement interest in and across all of that certain 0.114 acre (4,967 square foot) tract of land, out of and situated in the J. J. Stubblefield Survey, Abstract No. 562 and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 74-WE**);

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 herein 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 easement interest in and across the Property described in Exhibit "A", shall be the sum of TEN THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$10,700.00).

**Special Provisions and Additional Consideration**

2.02. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that on completion of the original installation of the proposed waterline and related facilities within the Property, Purchaser will restore the surface of the Property and any existing improvements not compensated for herein as close as reasonably possible to the condition in which it was found before such work was undertaken.

In addition, the trimming of any trees which have trunks located outside of the Property boundary shall be undertaken only when necessary for actual installation of the waterline facility and with advance approval of the County's project engineer and after notice to Seller, shall be done in a way to minimize the amount of removal, and remaining cut limbs shall be given standard commercial treatment to mitigate damage or disease.

#### Payment of Purchase Price

2.03. 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 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 August 31, 2021 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 Jonah Water Special Utility District a duly executed and acknowledged waterline easement conveying such interest to all of the Property described in Exhibit "A", free and clear of any and all monetary 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 Easement to Jonah Water Special Utility District shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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".

(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, but shall otherwise remain the obligation of Seller to satisfy. 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, which directly result from this Contract and conveyance 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

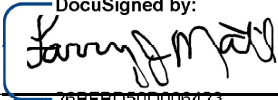
8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

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.

*[signatures follow]*

**SELLER:**

DocuSigned by:  
  
20BFBD50D000423...  
Larry John Matl


Address: 1200 FM 3349

Taylor, TX 76574-7208

Date: 8/11/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell (Aug 18, 2021 08:01 CDT)  
Bill Gravell, Jr.  
County Judge

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

Date: Aug 18, 2021

County: Williamson  
Parcel: 74 W.E.  
Project: FM 3349

April, 21 2021  
Page 1 of 3

**A**  
**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 74-W.E.**

DESCRIPTION OF A 0.114 ACRE (4,967 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.65 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO LARRY JOHN MATL RECORDED IN VOLUME 1276, PAGE 612 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DEPICTED ON LARRY JOHN MATL, TRACT 1, SUBDIVISION OF RECORD IN CABINET G, SLIDE 329-330 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.114 ACRE (4,967 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,170,776.36, E=3,192,683.29 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 5.65 acre tract, same being in the southerly boundary line of that called 224.42 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018036400 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod with plastic cap stamped "SAM INC" found in the existing westerly ROW line of F. M. 3349 (100' ROW width), being the southeasterly corner of said 224.42 acre and the northeasterly corner of said 5.65 acre tract bears with the northerly boundary line of said 5.65 acre tract, same being the southerly boundary line of said 224.42 acre tract, S 82°43'15" E, at a distance of 154.10 feet;

- 1) **THENCE**, departing said 224.42 tract, through the interior of said 5.65 acre tract, with said proposed westerly ROW line, **S 12°42'24" W**, for a distance of **248.36** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 5.65 acre tract, same being in the northerly boundary line of the remainder that called 75 acre tract of land (Parcel Number One, Third Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, the calculated southeasterly corner of said 5.65 acre tract, same being the northeasterly corner of said remainder of the 75 acre tract, bears with said common boundary line, S 82°50'51" E, at a distance of 175.93 feet;
- 2) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **N 82°50'51" W**, for a distance of **20.09** feet to the calculated southwest corner of the herein described parcel;
- 3) **THENCE**, departing said remainder of the 75 acre tract, through the interior of said 5.65 acre tract, **N 12°42'24" E**, for a distance of **248.41** feet to a calculated point in said northerly boundary line of the 5.65 acre tract, same being in said southerly boundary line of the 224.42 acre tract, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod of found, being the northwesterly corner of said 5.65 acre tract, being the southerly boundary line of said 224.42 acre tract, same being an ell corner in the northerly boundary line of the remainder of that called 4 1/2 acre tract of land (Parcel Number One, First Tract) described said Executor's Deed to Cynthia D. Krueger, bears N 82°43'15" W, at a distance of 1,127.17 feet;
- 4) **THENCE**, with said common boundary line, **S 82°43'15" E**, for a distance of **20.09** feet to the **POINT OF BEGINNING**, containing 0.114 acre, (4,967 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*5 MAY 2021*

M Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681





# EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

HUTTO ECONOMIC DEVELOPMENT  
CORPORATION TYPE B  
224.42 ACRES  
DOC. No. 2018036400  
O.P.R.W.C.T.

CYNTHIA D. KRUEGER  
(PARCEL No. 1, FIRST TRACT)  
REMAINDER OF "4½" ACRES  
DOC. 2015046325  
O.P.R.W.C.T.

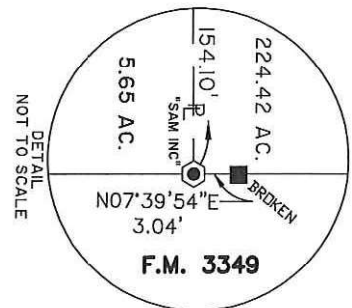
(N82°35'36"W 1,281.46')  
N82°43'5"W 1,127.17'  
N82°43'15"W 1,281.27'  
(S81°11'16"E 1,276.04')

LARRY JOHN MATL  
TRACT I  
CAB. G. SLIDE 329-330  
P.R.W.C.T.

LARRY JOHN MATL  
5.65 ACRES  
VOL. 1276, PG. 612  
O.R.W.C.T.

CYNTHIA D. KRUEGER  
(PARCEL No. 1, THIRD TRACT)  
REMAINDER OF 75 ACRES  
DOC. 2015046325  
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N82°50'51"W	20.09'
L2	S82°43'15"E	20.09'



355.0' ELECTRIC  
EASEMENT  
PER PLAT

OSTENSIBLE SURVEY LINE

PROPOSED ROW LINE

J. J.  
STUBBLEFIELD SURVEY  
ABSTRACT No. 562

GRID COORDINATES:  
N=10,170,776.36  
E=3,192,683.29

P.O.B.

SEE  
DETAIL

STATE OF TEXAS  
2.8485 ACRES  
VOL. 673, PG. 213  
D.R.W.C.T.

WATKINS NOBLES SURVEY  
ABSTRACT No. 484

PARCEL PLAT SHOWING PROPERTY OF  
**LARRY JOHN MATL**

WILLIAMSON COUNTY

PROJECT  
FM 3349

PARCEL 74  
W.E.

04/21/2021



SCALE  
1" = 100'

THOMAS B. LEE SURVEY  
ABSTRACT No. 740

STATE OF TEXAS  
CHANNEL EASEMENT  
0.6486 ACRES  
VOL. 669, PG. 350  
D.R.W.C.T.

STATE OF TEXAS  
4.1049 ACRES  
VOL. 669, PG. 340  
D.R.W.C.T.

WELL LOCATION  
PER PLAT

(N12°42'24"E 248.41')  
PROPOSED ROW LINE  
(S12°42'24"W 248.36')  
(S09°09'34"W 246.90')  
(N09°09'34"E 242.97')

F.M. 3349  
(100' R.O.W. WIDTH)

OSTENSIBLE SURVEY LINE

EXISTING ROW LINE

LEGEND

EXHIBIT A  
PLAT TO ACCOMPANY DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B.	POINT OF BEGINNING
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R. ( )	POINT OF REFERENCE RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLAMSON COUNTY, TEXAS
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	D.R.W.C.T.	DEED RECORDS WILLAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLAMSON COUNTY, TEXAS
⊥	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS
—	LINE BREAK		
↔	DENOTES COMMON OWNERSHIP		

1) All bearings shown hereon are based on grid bearing.  
All distances are surface distances. Coordinates are  
surface values based on the Texas State Plane Coordinate  
System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE 6F NO. 2056209-KFO, ISSUED BY TITLE RESOURCES  
GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 29, 2020, ISSUE DATE OCTOBER 7, 2020.

I. RESTRICTIVE COVENANTS: CABINET G, SLIDE 329, OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, SUBJECT TO.

IOA. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET 3, SLIDE 329, OF THE  
PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, SUBJECT TO.

B. WATER LINES TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS  
DESCRIPTION CAN NOT BE LOCATED.

C. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT  
AFFECT.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8BB RECORDED IN DOCUMENT NO. 2019035425, OF THE OFFICIAL PUBLIC RECORDS OF  
WILLAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND  
THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A  
SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* *Surveyor*

M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



04/21/2021



PARCEL PLAT SHOWING PROPERTY OF  
LARRY JOHN MATL

WILLAMSON COUNTY

SCALE  
1" = 100'

PROJECT  
FM 3349

PARCEL 74  
W.E.  
PAGE 3 OF 3

# EXHIBIT "B"

## **WATERLINE EASEMENT**

Southeast Loop (Segment 3)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

### **GRANT OF EASEMENT:**

LARRY JOHN MATL, a single person ("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 that certain 0.114 acre (4,967 SF) **(Parcel 74-WE)** parcel of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively 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 reasonably available from an adjacent public right of way.

On completion of the original installation of said lines, Grantee will restore the surface of the Easement Tract and any existing improvements to the condition in which it was found before such work was undertaken, as is reasonably possible, and shall level the ground and restore same to the original surface contour and drainage conditions as existed before operations were begun, as is reasonably possible, and such leveling and restoration shall be carried out after each and every maintenance, replacement, modifications, repair or removal operation conducted subsequently to the original construction of said line or lines.

**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 \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Larry John Matl

**Acknowledgment**

STATE OF TEXAS

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

This instrument is acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Larry John Matl, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_