

**REAL ESTATE CONTRACT**  
Southeast Loop (Segment 3) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JONAH WATER SPECIAL UTILITY DISTRICT** (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 10.314 acre (449,267 square foot) tract of land, out of and situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 82**):

All of that certain approximately 2.026 acre (88,253 square foot) (final size to be confirmed with survey prior to Closing as set out below) tract of land, out of and situated in the James C. Survey, Abstract No. 213, in Williamson County, Texas, in the general location as shown in Exhibit "B", attached hereto and incorporated herein, and being the remainder of Seller's property (**Parcel 82R**):

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.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Parcel 82R Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County. By execution of this Contract Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property interests described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of EIGHT HUNDRED TWO THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars (\$802,430.00).

### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash or other readily available funds 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 described in Exhibit "A" 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 Texas National Title Company on or before August 15, 2024, 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 a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-B", 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 Deed to Purchaser shall be in the form as shown in Exhibit "C" 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 permanent interests being conveyed in 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 portion of the Property conveyed in fee simple 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.

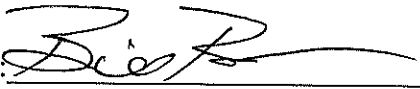
Counterparts

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.

*[signature page follows]*

**SELLER:**

JONAH WATER SPECIAL UTILITY DISTRICT

By: 

Address: 4050 FM 1660  
Hutto, Texas 78634

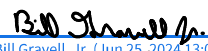
Name: Bill Brown

Title: General Manager

Date: 06-17-2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Bill Gravell, Jr. (Jun 25, 2024 13:06 CDT)  
Bill Gravell, Jr.  
County Judge

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

Date: Jun 25, 2024

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 82**

DESCRIPTION OF A 10.314 ACRE (449,267 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.18 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2002103516 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.314 ACRE (449,267 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,175,368.33, E=3,193,196.74 TxSPC Zone 4203) set, in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the southerly boundary line of said 13.18 acre tract, same being in the northerly boundary line of Lot 1 (1.699 acre) depicted on the Final Plat of the Gene Rydell Estate, a subdivision of record in Cabinet EE, Slide 384 of the Plat Records of Williamson County, Texas and cited in Special Warranty Deed to Elisabeth Henning recorded in Document No. 2017064299 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3879" found, being the northwesterly corner of said Lot 1, same being the southwesterly corner of said 13.18 acre tract, same being the easterly boundary line of that called 89.57 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018034308 of the Official Public Records of Williamson County, Texas, bears with the common boundary line of said Lot 1 and said 13.18 acre tract, N 81°19'43" W, at a distance of 187.28 feet;

**THENCE**, departing said Lot 1, through the interior of said 13.18 acre tract, with said proposed westerly ROW line, the following two (2) courses:

- 1) **N 01°46'35" W**, for a distance of **379.65** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a non-tangent curve to the left;
- 2) Along said curve to the left, having a delta angle of **22°27'21"**, a radius of **1,032.00** feet, an arc length of **404.47** feet and a chord which bears **N 36°31'27" W**, for a distance of **401.88** feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the westerly boundary line of said 13.18 acre tract, same being in the easterly boundary line of said 89.57 acre tract, for a point of non-tangency, and from which, an iron rod with plastic cap (illegible) found being an angle point in said common boundary line bears S 14°52'11" E, at a distance of 400.52 feet;
- 3) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 13.18 acre tract and said 89.57 acre tract, **N 14°52'11" W**, for a distance of **235.22** feet to an iron rod with plastic cap stamped "SAM INC" found in the southerly ROW line the Union Pacific Rail Road (UPRR) (200' ROW width) as depicted by Right Of Way and Track Map International & Great Northern Ry. maps dated June 30, 1917 (Map V-7B Pg. T39/15), for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the northeasterly corner of that called 2.64 acre tract of land described in Special Warranty Deed to said Hutto Economic Development Corporation Type B recorded in Document No. 2018057533 of the Official Public Records of Williamson County, Texas, same being an ell corner in said northerly boundary line of the 89.57 acre tract, bears S 77°19'11" W, at a distance of 252.36 feet;



County: Williamson  
Parcel: 82  
Project: FM 3349

June 23, 2021  
Page 2 of 4

- 4) **THENCE**, with said southerly UPRR ROW line, same being the northerly boundary line of said 13.18 acre tract, **N 77°19'11" E**, for a distance of **717.81** feet to the calculated northeasterly corner of said 13.18 acre tract in the existing westerly ROW line of F.M. 3349 (100' ROW width), same being in the westerly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, with said existing westerly ROW line, being the easterly boundary line of said 13.18 acre tract, same being said westerly line of the 3.2375 acre ROW tract, **S 07°16'48" W**, for a distance of **1,133.89** feet to a broken TxDOT Type 1 ROW monument found, being the southeasterly corner of said 13.18 acre tract, same being the northeasterly corner of said Lot 1, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "'1433" found, being the southeasterly corner of said Lot 1, bears **S 07°35'28" W**, at a distance of 162.92 feet;
- 6) **THENCE**, departing said existing westerly ROW line, with the southerly boundary line of said 13.18 acre tract, being the northerly boundary line of said Lot 1, **N 81°19'43" W**, for a distance of **248.14** feet to the **POINT OF BEGINNING**, containing 10.314 acre, (449,267 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.

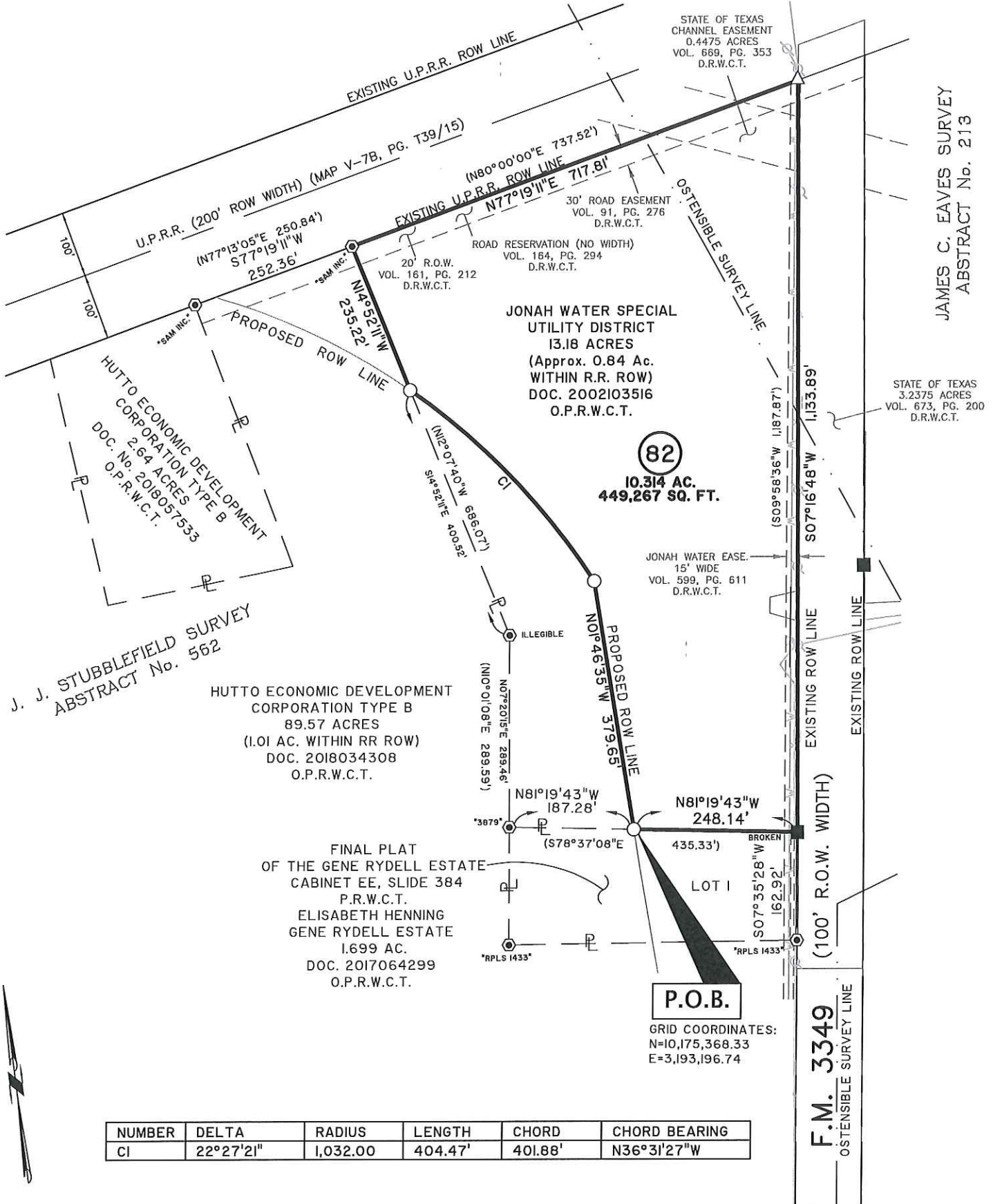
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
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

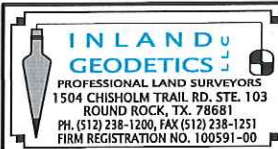
*25 June 2021*

Date





NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	22°27'21"	1,032.00	404.47'	401.88'	N36°31'27"W



PARCEL PLAT SHOWING PROPERTY OF  
**JONAH WATER SPECIAL UTILITY DISTRICT**

**PARCEL 82**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
FM 3349

PAGE 3 OF 4



**PLAT TO ACCOMPANY DESCRIPTION**

06/23/2021

**LEGEND**

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

I) 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 GF NO. 2056215-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 9, 2020, ISSUE DATE OCTOBER 20, 2020.

IOG. EASEMENT TO E.N LUNBERG RECORDED IN VOLUME 161, PAGE 212, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. RESERVATION OF RIGHTS OF WAYS AS SET FORTH IN VOLUME 164, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. RESERVATION OF WATER RIGHTS OF WAYS AS SET FORTH IN VOLUME 199, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 288, PAGE 35, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

K. ELECTRIC POWER LINE AND COMMUNICATIONS LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 561, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER LINES (BLANKET TYPE) EASEMENT TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 599, PAGE 611, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. CHANNEL OR DRAINAGE EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 353, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

N. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 711, PAGE 845, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL RECORDED IN VOLUME 747, PAGE 132, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 1447, PAGE 200, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

R. NOTICE REGARDING ORDINANCE NO. 2006-27R - EXTRATERRITORIAL JURISDICTION OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON 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 25 June 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, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF

**JONAH WATER SPECIAL UTILITY DISTRICT****PARCEL 82**SCALE  
1" = 200'

WILLIAMSON COUNTY

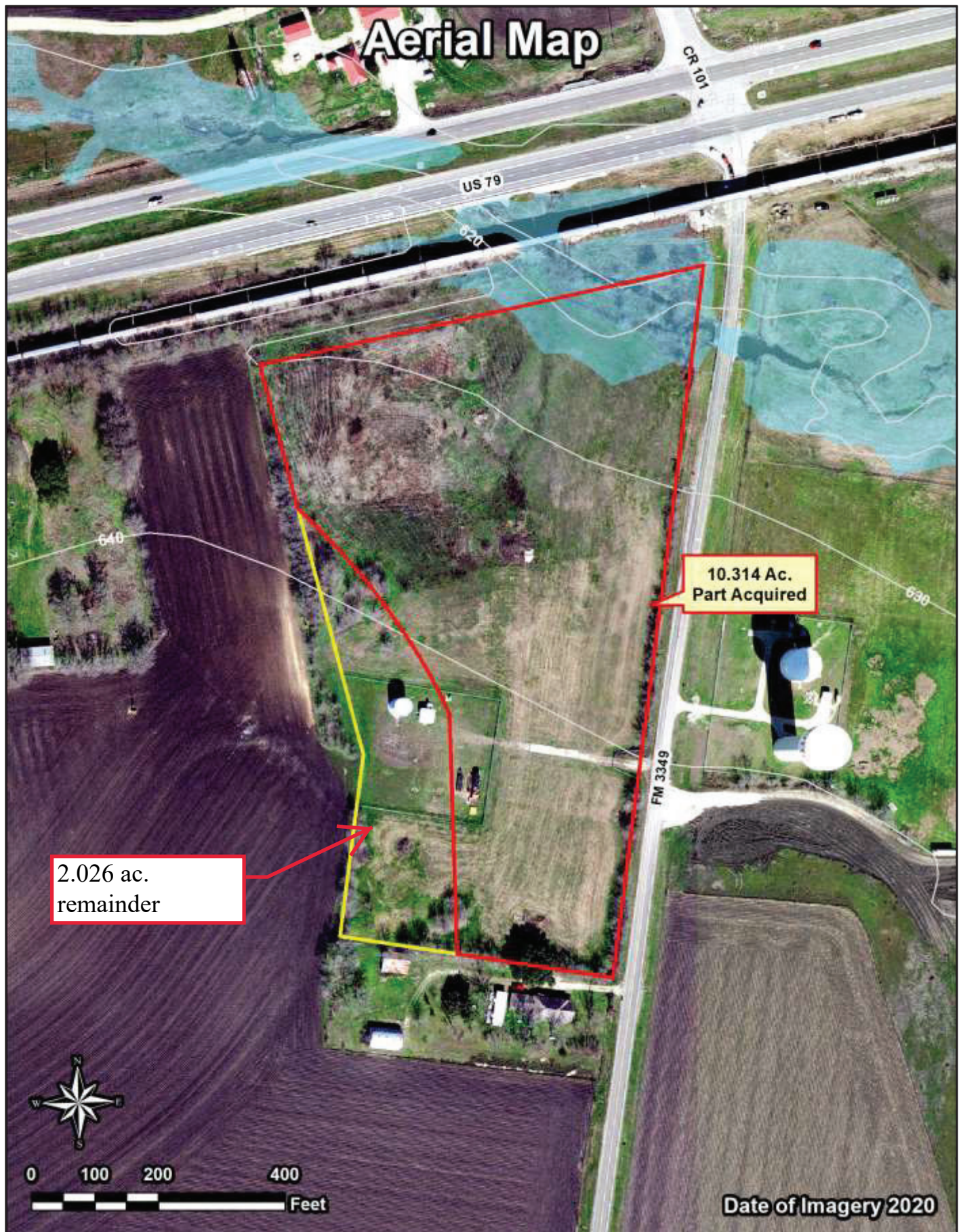
PROJECT  
FM 3349

PAGE 4 OF 4





# EXHIBIT "B"



# EXHIBIT "C"

Parcel 82.82R

## DEED

East Wilco Highway (Segment 3) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **JONAH WATER SPECIAL UTILITY DISTRICT**, 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(s) or parcel(s) 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 (the "Property"):

All of that certain 10.314 acre (449,267 square foot) tract of land, out of and situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 82**):

All of that certain approximately 2.026 acre (88,253 square foot) (**CONFIRM FINAL SIZE WITH SURVEY PRIOR TO CLOSING**) tract of land, out of and situated in the James C. Survey, Abstract No. 213, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 82R**):

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit (the "Retained Improvements"): NOTE: CONFIRM RETENTION ITEMS WITH JONAH.

Such Retained Improvements shall be removed from the Property conveyed by Grantor at its own expense on or before the expiration of sixty (90) days following the date this Deed is recorded in the Official Records of Williamson County, Texas, subject to such extensions of time as may be granted by Grantee in writing, but in the event that Grantor fails for any reason to remove said improvements within the time provided, title to that portion of the improvement located on the Property shall vest in the Grantee and be subject to removal at any time.

## **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 Grantee's roadway facilities and all related appurtenances.

**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 for the portion of the Property described in Exhibit "A" is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature page follows]*



**GRANTOR:**

JONAH WATER SPECIAL UTILITY DISTRICT

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

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

Title:\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
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:**