



Control Number: 46472



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PUBLIC UTILITY COMMISSION
FILING CLERK

**Docket 46472, Application of Deer Country WSC and MJ
Wootan STM:**

A copy of the proposed agreement between the Buyer and the Seller, contingent contract, or other documentation supporting the fact that the parties agree to the proposed transaction.

EARNEST MONEY CONTRACT

DATE: January 3, 2017

SELLER(S): BILLY JAY WOOTAN, Co-Independent Executor of THE ESTATE OF M. J. WOOTAN

SELLER(S) ADDRESS: P.O. Box 927, Llano, Llano County, Texas 78643

BUYER(S): DEER COUNTRY WATER SUPPLY CORPORATION, a Texas corporation

BUYER(S) ADDRESS: 215 Wootan Lane, Llano, Llano County, Texas 78643

THIS IS AN AGREEMENT whereby Seller, agrees to sell to Buyer, who agrees to purchase, upon the terms and provisions hereof, the following described real and personal property, in its present condition, situated in Llano County, Texas, to-wit:

Any and all real and personal property of the Deer Country Water Supply System, located in Deer Country Phase I being an unrecorded subdivision out of the J. P. Hewett Survey No. 14, Abstract No. 1154, in Llano County, Texas and in Deer Country Phase II being an unrecorded subdivision out of the Charles Leisring Survey No. 347, Abstract N. 481 and out of the J. P. Hewett Survey No. 14, Abstract No. 1154 in Llano County, Texas along with all pertinent easements, rights and liabilities of said water system and THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00).

The total sales price is TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which shall be acknowledged at closing.

Seller is to furnish Buyer a Special Warranty Deed to be recorded at Buyer's expense, conveying good and indefeasible title subject only to any liens to be created or assumed hereunder and the following:

1. Present restrictions, if any, existing against said property;
2. Existing Building and Zoning Ordinances, if any; and
3. Rights of parties in possession.

The same is to be delivered as and when the sale is closed or as soon thereafter as is reasonably possible, which closing shall be on or before thirty (30) days after approval of such conveyance by the Public Utilities Commission of Texas.

The Special Warranty Deed shall contain the following paragraph and all property shall be subject to the following:

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11.1 MC



As a material part of the Consideration for this Conveyance and Agreement, Seller and Buyer agree that Buyer is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that ~~the Property has a particular financial value or is fit for a particular~~ purpose. Buyer acknowledges and stipulates that Buyer is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Buyer's examination of the Property. Buyer takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Time is of the essence of this agreement.

In accordance with the terms of the Real Estate License Act of Texas, you, as Buyer, are advised by Seller that you should have the abstract covering the herein described real estate examined by an attorney of your selection, or be furnished with or obtain a policy of title insurance.

If this sale or Buyer's use of the property after closing results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Buyer. If Seller's change in use of the property prior to closing or denial of a special use valuation on the property claimed by Seller results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Seller. Obligations imposed by this paragraph shall survive closing.

EXECUTED in multiple copies this 4 day of January, 2017.

SELLER:

Billy Jay Wootan, Co-Ind. Executor
BILLY JAY WOOTAN, Co-Independent Executor
of The Estate of M. J. WOOTAN

BUYER:

DEER COUNTRY WATER SUPPLY CORPORATION,
a Texas corporation

By: Merle D. Carlson, PRES
MERLE D. CARLSON, its President

OATH
Before me, Jennifer Buchanan, a Notary Public,
in and for El Paso County,
State of Texas, personally appeared
Bill Wootan & Merle Carlson and he/she being first duly
sworn (or affirmed) by me upon his/her oath,
says that the facts alleged in the
foregoing instrument are true.

(SEAL) Jennifer Buchanan
Signature of Notary Public

