

Groundwater Rights



View the warranty deed



Review verbiage located in the
"Property" & "Exceptions to
Conveyance & Warranty" sections:



See next page: 1 is necessary - 2 is strongly
recommended.

If a deed doesn't include language:



File a correction
instrument



In the Affiant section: "Failed to insert
Groundwater rights under the legal
description."



Include verbiage listed above and re-file with
your respective county.

Upper Trinity Groundwater Conservation District
817-523-5200 1859 W. Hwy 199 Springtown, TX 76082 uppertrinitygcd.com

This information is in no way, shape, or form substitute for legal advice from certified counsel. Consult your legal counsel for additional questions.

View below an example of a warranty deed with the necessary language.

Note that if the property changes hands or is sold, the minimum acreage on the site with the water well must be at least two acres, or the well needs to be plugged within 90 days of the sale/conveyance/lease/transfer.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

(Cash)

Date: December 22, 2022

Grantor: [REDACTED]

Grantor's Mailing Address: [REDACTED]

Grantee: [REDACTED]

Grantee's Mailing Address: [REDACTED]

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): [REDACTED]
Brock, Extra-Territorial Jurisdiction, Parker County, Texas, according to the Map or Plat thereof recorded in/under Cabinet F, Slide 355, Map/Plat Records, Parker County, Texas.

1

The Property shall include all groundwater rights in, on and under the streets and alleys adjoining the Property as expressly reserved with and to the Property in the plat described herein above.

2

ANY SALE, CONVEYANCE, LEASE OR OTHER TRANSFER OF THE PROPERTY SHALL INCLUDE THE GROUNDWATER RIGHTS DESCRIBED HEREIN SUCH THAT THE PROPERTY SHALL HAVE AND MAINTAIN NO LESS THAN 2.0 ACRES OF GROUNDWATER RIGHTS IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT (THE "DISTRICT"). IF THE PROPERTY IS SOLD, CONVEYED, LEASED OR OTHERWISE TRANSFERRED IN SUCH A WAY THAT THE PROPERTY NO LONGER HAS OR RETAINS, AT A MINIMUM, 2.0 ACRES OF GROUNDWATER RIGHTS, THE PROPERTY SHALL BE INELIGIBLE TO HAVE OR MAINTAIN A WATER WELL THEREON PURSUANT TO THE RULES AND REGULATIONS OF THE DISTRICT. IN THE EVENT A WATER WELL IS ALREADY LOCATED ON THE PROPERTY AT THE TIME THE PROPERTY IS SOLD, CONVEYED, LEASED OR TRANSFERRED IN SUCH A WAY THAT THE PROPERTY NO LONGER HAS OR RETAINS, AT A MINIMUM, 2.0 ACRES OF GROUNDWATER RIGHTS, SUCH WELL SHALL BE PLUGGED WITHIN NINETY (90) DAYS OF THE SALE, CONVEYANCE, LEASE OR TRANSFER.