

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrlaw.com

January 13, 2022

Binstor LLC
c/o Bob Marks
3613 Rock Shelf Lane
Round Rock, Texas 78681

Re: Williamson County—CR 366
Jonah SUD replacement waterline easement
Parcel No.: 5WE

Dear Mr. Marks:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District (“Jonah”) in and across portions of the property owned by Binstor LLC (“Owner”) as part of Williamson County’s (“County”) proposed improvements to County Road 366 and related utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to Jonah of a fully executed and acknowledged waterline easement (“Easement”) in and to a 0.0536 acre (2,336 SF) of land, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$1,635.20** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County’s choice (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

AGREED:

BINSTOR LLC

By: *Carolyn Joyce Marks*
Carolyn Joyce Marks, Manager

Date: *1-29-2022*

By: 
Robert Marks, Manager

Date: *1-29-2022*

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

BINSTOR LLC ("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 certain property totaling approximately 0.0536 acre (2,336 SF), 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, ingress and egress to the Easement shall be from adjacent public right of way only, unless in case of public emergency or otherwise agreed between Grantor and Grantee in advance.

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.

EXISTING ENCROACHMENTS:

The parties hereby acknowledge that there are an existing sign (SIGN-"LINEA DE VIDA") and cross (IRON CROSS) structures of Grantor or its tenants which encroach within the Easement Tract in the locations as shown on the sketch which accompanies Exhibit "A" (the "Encroachments"), and that Grantor hereby retains the right to maintain, repair, and replace these two identified Encroachments in their existing form and locations, provided that the Grantor provides adequate protection of the Grantee's waterline facilities during any such maintenance, repair or replacement activities and reimburses Grantee for any damage caused to Grantee's facilities within the Easement by such activities. Grantor further acknowledges that as part of the proposed installation of the waterline facilities identified herein, Grantee, its agents or contractors shall at its sole discretion and cost be permitted to permanently remove the rocks identified as "LARGE ROCKS" on the sketch to accompany Exhibit "A" from the Easement Tract if determined to interfere with installation or operation of the Facilities.

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, if Grantor's property is located within Grantee's water service area, then 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 29th day of January, 2022.

[signature page follows]

GRANTOR:

BINSTOR LLC

By: Carolyn Joyce Marks
Carolyn Joyce Marks, Manager

By: [Signature]
Robert Marks, Manager

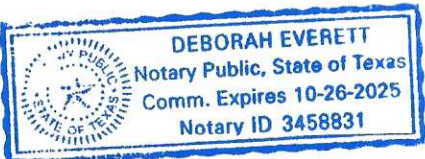
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 29th day of January, 2022, by Carolyn Joyce Marks, in the capacity and for the purposes and consideration recited herein.

Deborah Everett
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____



Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 29th day of January, 2022, by Robert Marks, in the capacity and for the purposes and consideration recited herein.

Deborah Everett
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____



GRANTOR:

BINSTOR LLC

By: Carolyn Joyce Marks
Carolyn Joyce Marks, Manager

By: [Signature]
Robert Marks, Manager

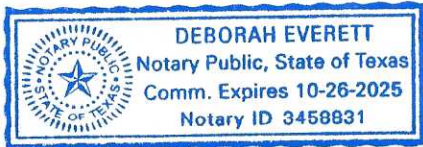
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 29th day of January, 2022,
by Carolyn Joyce Marks, in the capacity and for the purposes and consideration recited herein.

Deborah Everett
Notary Public, State of Texas
Printed Name: DEBORAH EVERETT
My Commission Expires: 10-26-2028



Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 29th day of January, 2022,
by Robert Marks, in the capacity and for the purposes and consideration recited herein.

Deborah Everett
Notary Public, State of Texas
Printed Name: DEBORAH EVERETT
My Commission Expires: 10-26-2022

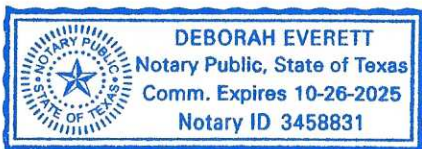


EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 4
November 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 5E

DESCRIPTION OF a 2,336 square foot (0.0536 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,336 square foot (0.0536 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southwest corner of said 5.832 acre tract and the northwest corner of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, O.P.R.W.C.T., said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.;

THENCE, N 68°20'07" E, along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of 470.36 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, being 85.00 feet left of Engineer's Baseline Station 38+83.22, and having Surface Coordinates of North=10,191,510.54, East=3,205,783.77;

- 1) **THENCE**, N 21°27'49" W, crossing said 5.832 acre tract, a distance of 155.79 feet to a point, 85.00 feet left of Engineer's Baseline Station 40+39.01, being the northwest corner of this easement;
- 2) **THENCE**, N 68°32'11" E, crossing said 5.832 acre tract, a distance of 15.00 feet to a point in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 40+39.01, being the northeast corner of this easement;
- 3) **THENCE**, S 21°27'49" E, along the proposed west right-of-way line of CR 366, crossing said 5.832 acre tract, a distance of 155.73 feet to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, 70.00 feet left of Engineer's Baseline Station 38+83.28, being the southeast corner of this easement;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 4
November 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 5E

- 4) **THENCE, S 68°20'07" W**, along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 2,336 square feet (0.0536 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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, this the 15th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



11/15/2021

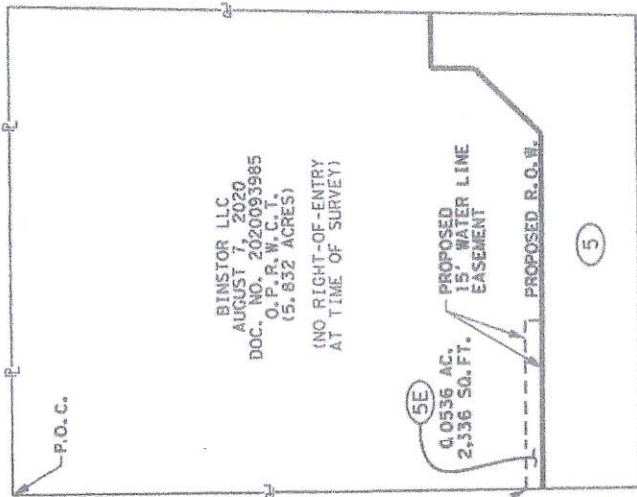


Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 366 Williamson County/Parcel 5E

**SARIEL PHARASS SURVEY
ABSTRACT NO. 496**

- LEGEND**
- FOUND TxDOT TYPE I MONUMENT
 - FOUND IRON ROD (1/2" UNLESS NOTED)
 - FOUND IRON PIPE (1/2" UNLESS NOTED)
 - △ CALCULATED POINT, NOT SET
 - 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
 - CAP SET (UNLESS NOTED)

- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- D. R. W. C. T.
- O. R. W. C. T.
- O. P. R. W. C. T.
- P. R. W. C. T.
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION



BINSTOR LLC
AUGUST 7, 2020
DOC. NO. 2020093985
O. P. R. W. C. T.
(5,832 ACRES)
(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)

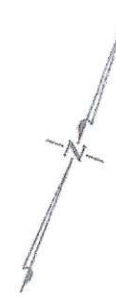
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U. S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN NOVEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH OCTOBER 2021.
4. PLAINMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND OCTOBER 2021.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TR

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130
11/15/2021
DATE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-149318 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 22, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

1. EASEMENT AND EASEMENT RIGHTS AS SET OUT IN VOLUME 8832 PAGE 734 AND VOLUME 9421 PAGE 889 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

DEED	ACQUISITION	REMAINING LT
5,832 AC. (254,042 SQ. FT.)	N/A	4,796 AC. (208,922 SQ. FT.)

**MCGRAY & MCGRAY
LAND SURVEYORS, INC.**
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 5E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

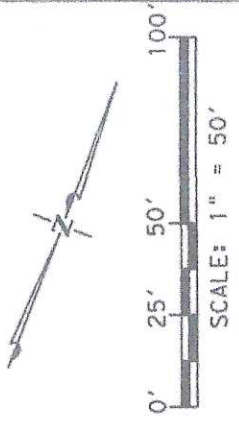
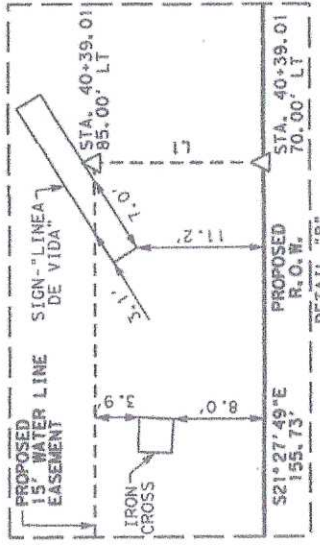
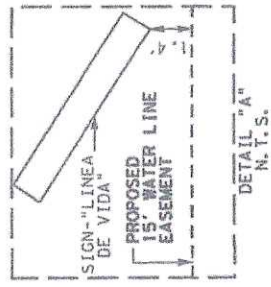
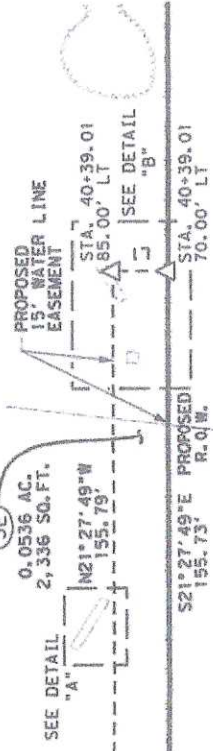
DATE: NOVEMBER 2021 SCALE: N.T.S.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

BINSTOR LLC
AUGUST 7, 2020
DOC. NO. 2020093985
O.P.R.W.C.T.
(5.832 ACRES)
(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)

S. DOWDY, INC.
JUNE 20, 2013
DOC. NO. 2013058136
O.P.R.W.C.T.
FURTHER DESCRIBED IN
DOC. NO. 200404175
O.P.R.W.C.T.
(3.06 ACRES)

P.O.B.
PARCEL 5E
N=10,191.510.54
E=3,205.783.77
STA. 85.00' LT



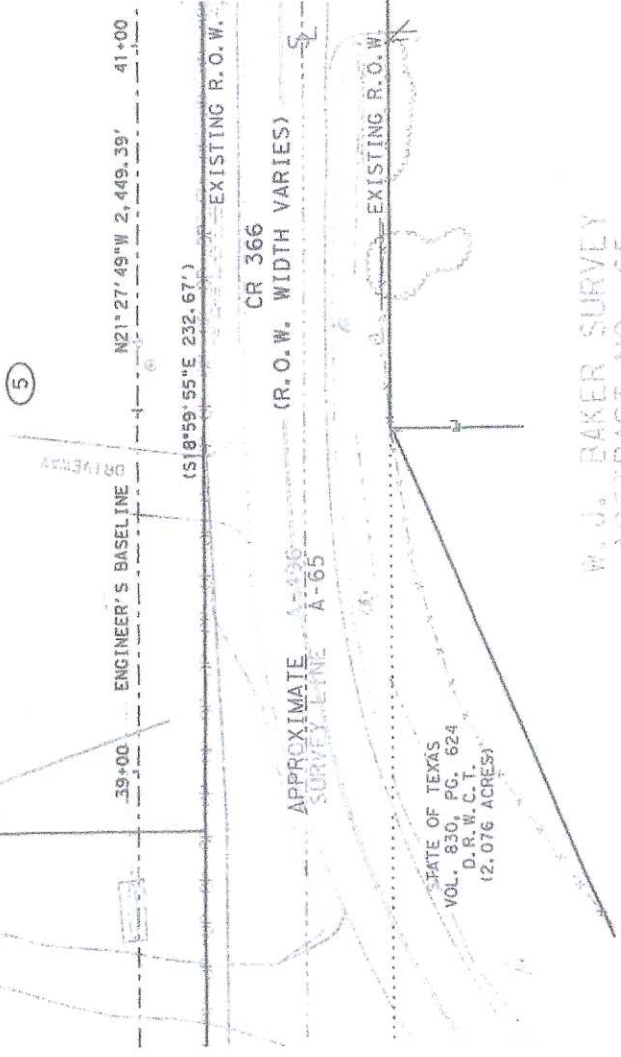
LINE	BEARING	DISTANCE
L1	N68°32'11\"E	15.00'
L2	S68°20'07\"W	15.00'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 5E

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 SCALE: 1"=50'



W.J. BAKER SURVEY
ABSTRACT NO. 65

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

THE RIDGE FELLOWSHIP DBA UPWARDS CHURCH, as Beneficiary under a Deed of Trust executed by Binstor LLC to William C. Shaddock, Trustee, recorded in Document No. 2020093986 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

**THE RIDGE FELLOWSHIP
DBA UPWARDS CHURCH**

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____, the _____ of The Ridge Fellowship dba Upwards Church, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

Notary Public in and for the State of Texas