

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

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adam@scrllaw.com

July 2, 2024

Crestway Storage & Parking, LLC
Attn: Jim Comeaux
12400 State Highway, 71 STE 350-383
Bee Caves, Texas 78738

Re: Williamson County — County Road 279
Improvements Parcel 19E

Dear Mr. Comeaux:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent aerial electric easement by Williamson County, Texas ("County") in and across portions of the property owned by Crestway Storage & Parking, LLC ("Owner") as part of the County's proposed County Road 279 roadway and utility system upgrade and extension improvements ("Project").

By execution of this letter, the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged easement ("Easement") in and to a 0.1512-acre tract of land (Parcel 19E), free and clear of any monetary liens and such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, and as part of the proposed construction of improvements to County Road 279 upon the Property, the County shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph. The foregoing obligations shall survive the closing of this transaction.

2. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at another 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 County in completion of this transaction. The 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.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 31, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed facility improvement construction project of County.

To the extent allowed by law County, its agents, and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to Owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by this Agreement to expeditiously complete the Closing of the purchase transaction.

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 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,

/s/ Adam Hill

Adam H. Hill
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:


James Comeaux (Jul 10, 2024 16:15 CDT)

CRESTWAY STORAGE & PARKING, LLC

Date: Jul 10, 2024

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Exhibit "A"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

That **CRESTWAY STORAGE AND PARKING, LLC**, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of a variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All of that certain 0.1512-acre (6,586 square foot) tract in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 19E**)

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining, and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs, and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 20_____.

[signature page follows]

GRANTOR:

CRESTWAY STORAGE AND PARKING, LLC

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____,
20____.

Notary Public in and for
The State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

County: Williamson
Parcel: 19E – Crestway Storage & Parking, LLC
Highway: Bagdad Rd (CR 279)

Page 1 of 4
Rev: 06-27-24

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1512 ACRE (6,586 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.01 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CRESTWAY STORAGE & PARKING, LLC RECORDED IN DOCUMENT NO. 2022031813 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1512 ACRE (6,586 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "3DS" found, being an angle point in the northerly boundary line of said remainder of the 10.01 acre tract, same point being in the southerly boundary line of the remainder of that called 95 acre tract (Third Tract) of land to Terri Leigh Alexander a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in a Deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas;

THENCE, S 75°44'50" W, with the common boundary line of said remainder of the 10.01 acre tract, and said remainder of the 95 acre tract, for a distance of 934.97 feet to a calculated point 97.93 feet right of Bagdad Road Baseline Station 269+20.81 in the existing easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,206,071.50 E=3,059,949.98), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, through the interior of said remainder of the 10.01 acre tract,, the following five (5) courses:

- 1) **S 01°56'41" E**, for a distance of **148.88** feet to a calculated angle point;
- 2) **S 88°42'57" E**, for a distance of **121.53** feet to a calculated angle point;
- 3) **S 05°11'17" E**, for a distance of **20.13** feet to a calculated angle point;
- 4) **N 88°42'57" W**, for a distance of **122.67** feet to a calculated angle point;
- 5) **S 01°57'23" E**, for a distance of **197.79** feet to a calculated point in the southerly boundary line of said remainder of the 10.01 acre tract, same being the northerly boundary line of the remainder of that called 10.01 acre tract of land described in a General Warranty Deed to Copper Ridge Investments, Inc. recorded in Document No. 2021000125 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 6) **THENCE, S 78°06'24" W**, with the common boundary line of said remainder of the 10.01 acre Copper Ridge tract and of said remainder of the 10.01 acre Crestway Storage & Parking tract, for a distance of **7.26** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 94.14 feet right of Bagdad Road Baseline Station 265+52.79 on said existing easterly ROW line of C.R. 279 (Bagdad Road), being the southeasterly corner of that called 0.232 acre tract of land described in a Deed to Williamson County recorded in Document No. 2023038205 said Official Public Records, and the northeasterly corner of that called 0.307 acre tract of land described in a Deed to Williamson County recorded in Document No. 2024029720 said Official Public Records, and the southwesterly corner of said remainder of the 10.01 acre Crestway Storage & Parking tract, and the

County: Williamson
Parcel: 19E – Crestway Storage & Parking, LLC
Highway: Bagdad Rd (CR 279)

Page 2 of 4
Rev: 06-27-24

northwesterly corner of said remainder of the 10.01 acre Copper Ridge tract, for the southwesterly corner of the herein described parcel;

- 7) **THENCE, N 03°15'36" W**, with said existing easterly ROW line of C.R. 279 (Bagdad Road) and the westerly boundary line of said remainder of the 10.01 acre Crestway Storage & Parking tract, for a distance of **364.68** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.49 feet right of Bagdad Road Baseline Station 269+17.29, being the northwesterly corner of said remainder of the 10.01 acre Crestway Storage & Parking tract, and the northeasterly corner of said 0.232 acre tract, same point being in the southerly boundary line of said remainder of the 95 acre tract, for the northwesterly corner of the herein described parcel;
- 8) **THENCE, N 75°44'50" E**, departing said existing easterly ROW line of C.R. 279 (Bagdad Road), with the common boundary line of said remainder of the 10.01 acre Crestway Storage & Parking tract and said remainder of the 95 acre tract, for a distance of **15.84** feet to the **POINT OF BEGINNING**, containing 0.1512 acre (6,586 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface Combined Adjustment Factor of 1.00014.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Michael A. Croftcheck, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between the months of June 2020 to December 2021, under the direct supervision of M. Stephen Truesdale, LSLs, RPLS No. 4933 (now retired).

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

Inland Geodetics

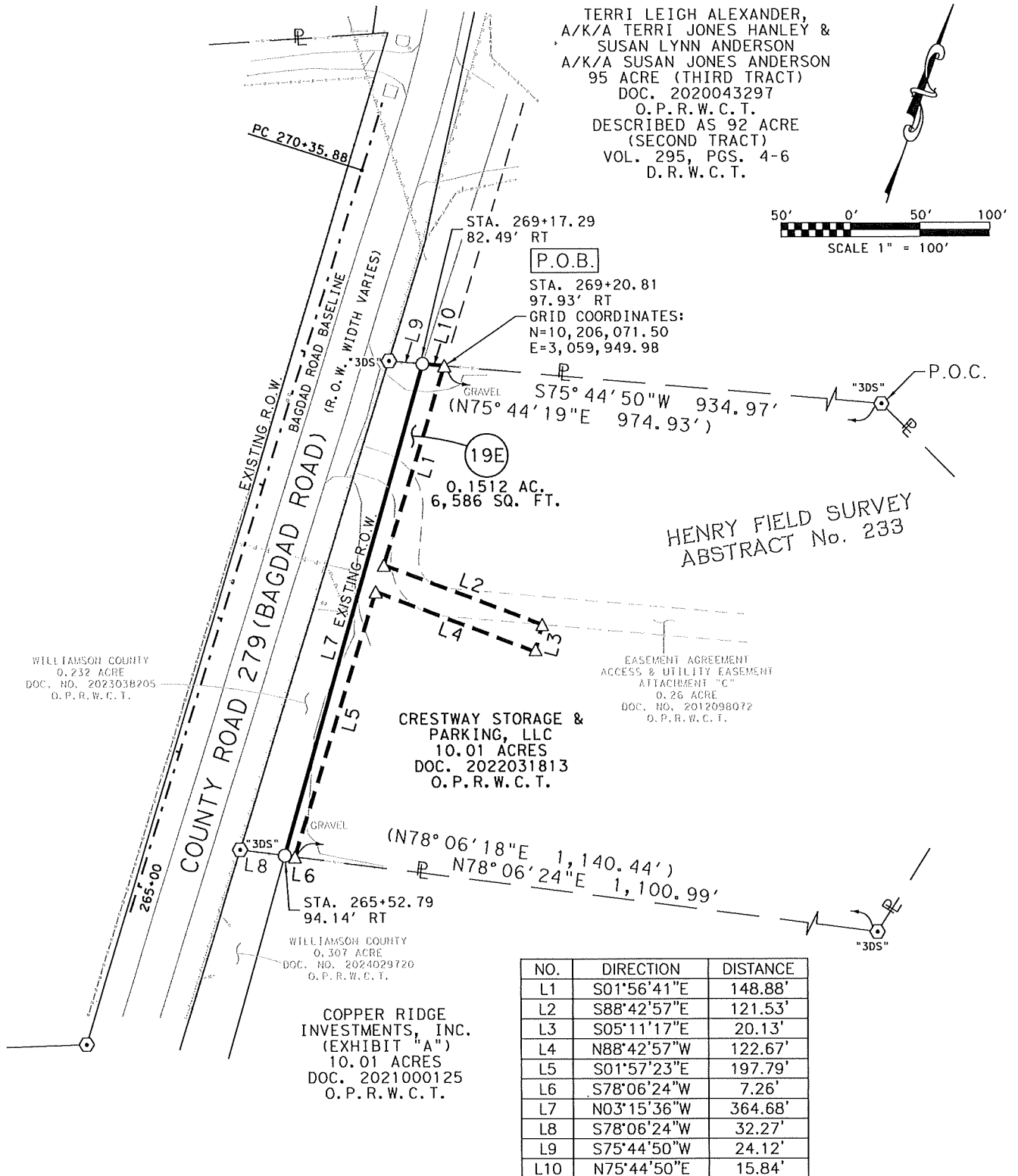
Michael A. Croftcheck, R.P.L.S.
Texas Reg. No. 7102
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: WILCO-003



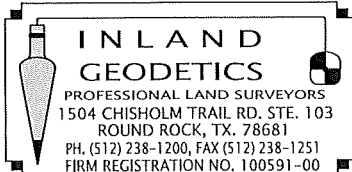
07-01-2024

EXHIBIT "A" PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/26/2024



WILCO-003



PARCEL PLAT SHOWING PROPERTY OF CRESTWAY STORAGE & PARKING, LLC

PARCEL 19E

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/26/2024

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
P	PROPERTY LINE
()	RECORD INFORMATION
—/—	LINE BREAK
—/—	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS 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

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014.

2) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165872, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2003117201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 415, PAGE 568, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

3. A COMMUNICATION LINES AND CIRCUITS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 544, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2002065468, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. A WATER DISTRIBUTION LINES EASEMENT GRANTED TO LIBERTY HILL WATER SUPPLY CORP. AS DESCRIBED IN DOCUMENT NO. 2002096471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020047657, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

9. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2012098072, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS FURTHER AFFECTED BY DOCUMENT NO. 2012098073, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I, MICHAEL A. CROFTCHECK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN THE MONTHS OF JUNE 2020 TO DECEMBER 2021, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLs, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



07-01-2024

MICHAEL A. CROFTCHECK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7102
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



WILCO-003

PARCEL PLAT SHOWING PROPERTY OF

**CRESTWAY STORAGE &
PARKING, LLC**

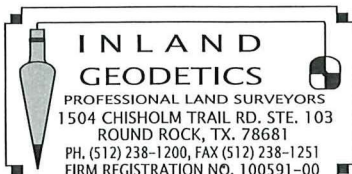
PARCEL 19E

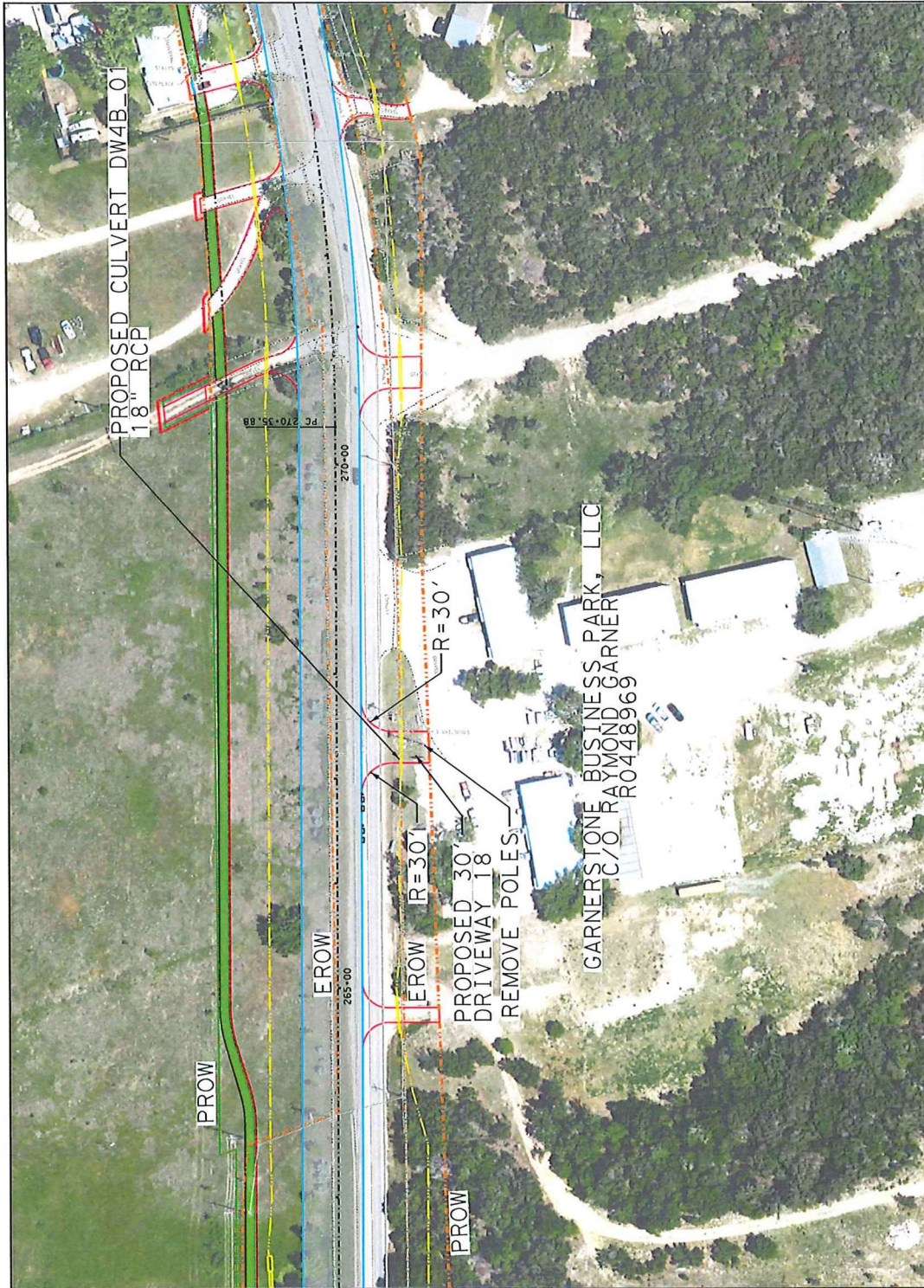
SCALE
1" = 100'

PROJECT
BAGDAD ROAD

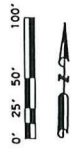
COUNTY
WILLIAMSON

PAGE 4 OF 4





NO.	DATE	REVISION	APPROVED



Williamson County
 Binkley & Barfield
 ENGINEERS
 1000 N. Highway 100, Suite 100
 Georgetown, TX 78626

PROJECT NO.
 CR 279

STATE
 TEXAS

COUNTY
 WILLIAMSON

DIST.
 1

SECT.
 1

JOB
 PROPOSED DRIVEWAY 18

CRESTWAY(19)-- Letter Agreement for CR279 PEC esmt (self-supporting pole + driveway replacement) (AH 7.2.24) 4889-6160-2761 v.4

Final Audit Report

2024-07-10

Created:	2024-07-10
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmym3Sansk1IDY8LkNPYnsIANZnWYXqqB

"CRESTWAY(19)-- Letter Agreement for CR279 PEC esmt (self-supporting pole + driveway replacement) (AH 7.2.24) 4889-6160-2761 v.4" History

-  Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2024-07-10 - 7:58:13 PM GMT
-  Document emailed to jimfcomeaux@gmail.com for signature
2024-07-10 - 7:58:50 PM GMT
-  Email viewed by jimfcomeaux@gmail.com
2024-07-10 - 9:05:45 PM GMT
-  Signer jimfcomeaux@gmail.com entered name at signing as James Comeaux
2024-07-10 - 9:15:01 PM GMT
-  Document e-signed by James Comeaux (jimfcomeaux@gmail.com)
Signature Date: 2024-07-10 - 9:15:03 PM GMT - Time Source: server
-  Agreement completed.
2024-07-10 - 9:15:03 PM GMT



Adobe Acrobat Sign