

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@scrrlaw.com

September 12, 2023

Via e-mail Phayes@andrewmyers.com

Patrick Hayes

Andrews Myers

1885 Saint James Place, 15th Floor

Houston, Texas 77056

R040062, LP

C/O Louis Mertz

5599 San Felipe St., Suite 565

Houston, Texas 77056

Re: Williamson County, Texas and Jonah Water Special Utility District—
County Road 111/Westinghouse Road Improvements

Dear Mr. Mertz:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Williamson County, Texas and Jonah Special Utility District (collectively the “County”) in and across portions of the property owned by R040062, LP (“Owner”) as part of the County’s proposed County Road 111/Westinghouse Road 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 waterline easement (“Easement”) in and to a 0.520 acre of land, and a waterline easement in and to 3,482 square feet of land, such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$24,826** in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall be by Longhorn Title Company (“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 County 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.

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 December 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed 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 the Contract 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,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

R040062, LP, a Texas limited partnership

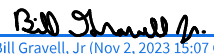
By: R040062 GP, LLC, its General Partner

By: 
Louis Mertz, Manager

Date: 10/18/2023

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON, TEXAS

By: 
Bill Gravell, Jr (Nov 2, 2023 15:07 CDT)

Name: Bill Gravell, Jr

Its: County Judge

Date: Nov 2, 2023

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

R040062, LP, a Texas limited partnership (“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 one parcel totaling approximately 0.520 acre (22,651 SF) and 0.079 acre (3,482 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits “A & B” attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the “Easement Tracts”).

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 underground water distribution and transmission lines, at or above grade valve and hydrant facilities and related appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access to the water distribution and transmission lines and related facilities and appurtenances for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS AND TERMS 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 following the execution of this Easement without the prior express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. 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, conditioned or delayed. Grantee hereby approves Grantor's construction of two driveways across the Easement and identified as Dill Dr. and Havelin Street on Exhibit "C" attached hereto, but only so long as such driveways are at least 24" higher than any waterline installed by Grantee. Grantee, at its sole cost and expense, has the right to trim, cut down and remove 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. Grantee shall, as soon as is reasonably feasible and subject to Grantee's rights to remove all trees and shrubbery and other improvements and structures, replace or restore the surface of the Easement to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless otherwise inconsistent with the rights conveyed to Grantee herein. Grantee shall not leave any rubbish or debris on or about the Easement Tract. Notwithstanding anything in this Easement to the contrary, Grantee hereby acknowledges that there is an existing stone wall within the Easement Tract and that Grantor hereby retains the right to maintain, repair and replace the wall.

INDEMNIFICATION:

Grantee shall indemnify, defend and hold the Grantor, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Tract due to Grantee's negligence or misconduct,; or (ii) the use, maintenance or repair of the Easement Tract by Grantee, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Easement Tract, and neither Grantor, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and Grantee hereby expressly waives and releases Grantor and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

ENCUMBRANCES AND LIENS:

Grantor warrants that, to the best of Grantor's knowledge, 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, to the best of Grantor's knowledge, the Easement Tract is free and clear of

all encumbrances and liens except the following: those encumbrances and liens filed of record in the Real Property Records of Williamson County, Texas, or otherwise as shown in title commitment GF No. GT2100353, effective December 15, 2021, issued by Longhorn Title Company/Texan Title Insurance Company.

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 ____ day of _____, 2023.

[signature page follows]

GRANTOR:

R040062, LP, a Texas limited partnership

By: R040062 GP, LLC, its General Partner

By: _____
Louis Mertz, Manager

Acknowledgment

STATE OF TEXAS

COUNTY OF HARRIS

This instrument is acknowledged before me on the _____ day of _____, 2023, by Louis Mertz, the Manager of R040062 GP, LLC, the general partner of R040062 LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

Page 1 of 2
Proj No. 22009
April 26, 2021

Parcel 21 WE – Part 2
0.520 AC Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 2

DESCRIPTION OF A 0.520 ACRE TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.520 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the east boundary line of Bell Gin Road, a variable width right-of-way, no dedication found to date, same line being the west boundary line of said 67.07 acre tract, at its intersection with the north right-of-way line of County Road 111, same line being the north boundary line of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the northwest corner of said 3.885 acre tract of land and for the southwest corner of the herein described tract;

THENCE, North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 44.65 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "FORREST 1847" found for the northwest corner of said 67.07 acre tract bears North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 1409.35 feet;

THENCE, over and across said 67.07 acre tract of land the following six (6) courses and distances:

1. North 68°09'16" East, a distance of 25.00 feet
2. South 21°50'37" East, a distance of 30.24 feet, to a point;
3. North 69°30'55" East, a distance of 210.37 feet, to a point;
4. South 20°29'05" East, a distance of 65.27 feet, to a point;
5. North 71°56'26" East, a distance of 510.88 feet, to a point;
6. North 69°30'55" East, a distance of 648.92 feet to a point in the north boundary line of said 3.885 acre tract of land, for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for a corner of said 3.885 acre tract of land bears North 13°07'27" West, with said 3.885 acre tract of land, a distance of 34.88 feet;

THENCE, with the north boundary line of said 3.885 acre tract of land, over and across said 67.07 acre tract of land, the following five (5) courses and distances:

MAE
04/26/2021  **STEGER BIZZELL**

1978 S. Austin Ave
Georgetown, TX 78626

1. South 13°07'27" East, a distance of 15.12 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for the southeast corner of the herein described tract;
2. South 69°30'55" West, a distance of 647.30 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found;
3. South 71°56'26" West, a distance of 525.58 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of said 3.885 acre tract, for the southernmost southwest corner of the herein described tract;
4. North 20°29'05" West, a distance of 64.65 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of the herein described tract;
5. South 69°30'55" West, a distance of 220.02 feet, to the **POINT OF BEGINNING**, and containing 0.520 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

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

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.


04/26/2021

Miguel A. Escobar, LSLs, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700



P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 2.docx

STEGER & BIZZELL

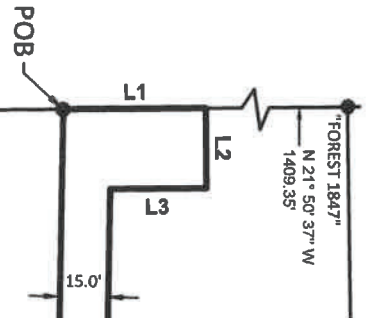
1978 S. Austin Ave
Georgetown, TX 78626

BELL GIN RD
(ROW VARIES)
(NO DEDICATION FOUND TO DATE)

JOHN MCQUEEN SURVEY
ABSTRACT 426
WILLIAMSON COUNTY, TEXAS

CALLED 3.885 AC
WILLIAMSON COUNTY
DOC NO. 2018082244, OPR

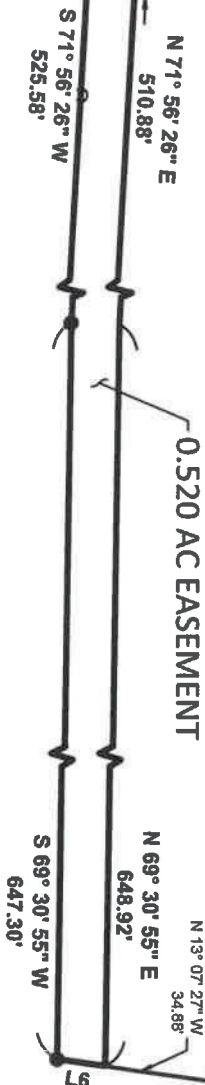
COUNTY ROAD 111
(ROW VARIES)
(NO DEDICATION FOUND TO DATE)



CALLED 67.07 AC (TRACT 1)
ERNEST W. KIMBRO
DOC NO. 2007004401, OPR

LEGEND

- IRON ROD FOUND WITH CAP STAMPED "RPLS 5784" RIGHT-OF-WAY OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PR PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEGER BIZZELL" PREVIOUSLY SET



- NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
 2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
 3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630



Line Table		
Line #	Direction	Length
L1	N 21° 50' 37" W	44.65'
L2	N 68° 09' 16" E	25.00'
L3	S 21° 50' 37" E	30.24'
L4	N 69° 30' 55" E	210.37'
L5	S 20° 29' 05" E	65.27'
L6	S 13° 07' 27" E	15.12'
L7	N 20° 29' 05" W	64.65'
L8	S 69° 30' 55" W	220.02'

PARCEL 21 WE-PART 2
SKETCH TO ACCOMPANY DESCRIPTION
OF A 0.520 AC EASEMENT
OUT OF
CALLED 67.07 AC TRACT CONVEYED TO
ERNEST W. KIMBRO
DOC. NO. 2007004401, OPR
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
NET NO	512.930.9412	TECHNICAL ENGINEERING FIRM F-181
SERVICES	>>>ENGINEERS	>>>PLANNERS
		STEGERBIZZELL.COM

EXHIBIT "B"

Page 1 of 2
Proj No. 22009
March 24, 2021

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 3

DESCRIPTION OF A 3482 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 20007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.989 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set on the common line of Lot 1, Block A, VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18, Plat Records of Williamson County, Texas, and said 67.07 acre tract of land, at its intersection with the north right-of-way line of County Road 111, a variable width right-of-way for the northwest corner of that certain called 0.026 acre tract conveyed to Williamson County by Deed of record in Document No. 2018107579, said Official Public Records, same point being the northeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southwest corner of said Lot 1, same point being the southeast corner of said 67.07 acre tract of land, bears South 21°15'14" East, with the common line of said 0.026 acre tract, said 67.07 acre tract, said 3.885 acre tract, and said Lot 1, a distance of 21.58 feet;

THENCE, over and across said 67.07 acre tract, with the north line of said 3.885 acre tract, the following three (3) courses and distances:

1. South 80°22'34" West, a distance of 81.16 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;
2. South 76°52'33" West, a distance of 152.04 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for the southwest corner of the herein described tract;
3. North 13°07'27" West, a distance of 15.00 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "RPLS 5784" found for a corner of said 3.885 acre tract bears North 13°07'27" West, a distance of 35.00 feet;

THENCE, over and across said 67.07 acre tract, departing the north line of said 3.885 acre tract, the following two (2) courses and distances:

1. North 76°52'33" East, a distance of 152.50 feet, to a point;
2. North 80°22'34" East, a distance of 78.53 feet, to a point in said common line of the 67.07 acre tract and Lot 1;

Handwritten:
M.A.
03/24/2021

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Page 2 of 2
Proj No. 22009
March 24, 2021

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

THENCE, South 21°15'14" East, with said common line of the 67.07 acre tract and Lot 1, a distance of 15.31 feet, to the **POINT OF BEGINNING**, and containing 3482 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

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

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.


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Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700



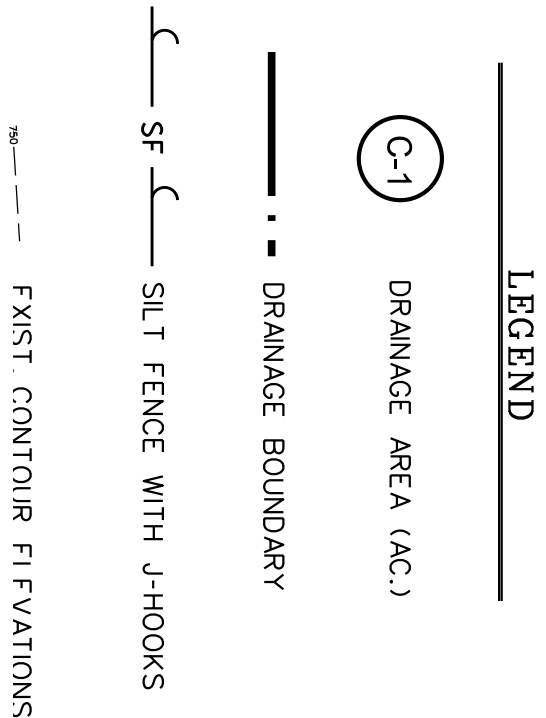
P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 3.docx

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

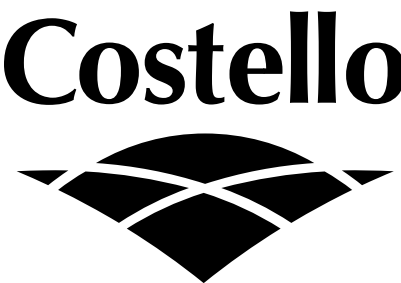
EXHIBIT “C”

SEE ATTACHED.

[illegible]

DESIGNED: _____
 DESIGN CHECKED: _____
 DRAWN: _____
 COGO CHECKED: _____
 SURVEY CHECKED: _____
 QA/QC: _____ DATE: _____

ENGINEERING AND SURVEYING
1016 LA POSADA DR. SUITE 288
AUSTIN, TEXAS 78752
(512) 646-3456 (512) 514-0315 FAX
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486



CIVITAS AT GEORGETOWN MANUFACTURED RENTAL COMMUNITY CITY OF GEORGETOWN ETJ, COUNTY OF WILLIAMSON

HAVEL LN. DRIVEWAY DRAINAGE AREAS & EROSION CONTROL

BAO LINH TRAN
P.E. 110354
Z/11/2022
DATE
ARE NOT TO BE USED
FOR BIDDING OR
STRUCTION PURPOSES.

OF 3 SHEETS