



Control Number: 53430



Item Number: 22



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ItemNumber - 22

Eddie G. Shell
Austin C. Shell
Michael Williams
Stacy Burke
Melissa Christian

SHELL & SHELL
ATTORNEYS AT LAW

Dale Coran Shell
Bobbi J. Shell
Michael Brown
Scott Wilbeck

May 17, 2022

LEGAL NOTICE

PLEASE PRINT

CB Construction
Attn: Cody Lewis
PO Box 142
Buchanan Dam, Texas 78609

Water Works I & II
Attn: Cody Lewis
PO Box 142
Buchanan Dam, Texas 78609

Sent via email: waterworkscg@outlook.com

Sent via: USPS First Class Mail

Sent via: USPS Certified Mail Return Receipt Requested

Re: Breach of Service Agreement to Purchase

Dear Mr. Lewis:

Our firm has been retained by Mark and Joan Blankenship ("the Blankenships"), regarding the above referenced matter. Please direct all further communications regarding this matter to our attention.

On or about March 26, 2020, you entered into a *Service Agreement to Purchase* ("Contract") with the Blankenships, wherein you agreed to sell the property known as Tract "H" of Island Lodges Subdivision, Section II, the plat of which is recorded in Volume 1, Page 66 of the Llano County Plat Records, Llano County, Texas ("Property") to the Blankenships.

This leads me to the purpose of writing this letter. You have failed to comply with your obligations under the Contract. Even though the Blankenships have performed all prerequisite requirements, you have failed to Deed the Property to the Blankenships within 90 – 180 days, as agreed upon. The Blankenships continue to agree to be bound by any additional requirements, as set forth in the Contract.

Accordingly, please let us know if you need our assistance in drafting the necessary documents to transfer ownership of the Property to the Blankenships. Please note that the Blankenships value your relationship and look forward to amicably resolving this matter.

6000 N. Hwy 281, Marble Falls, Texas 78654
Phone: (830)798-1690, Facsimile: (830)798-0328

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AS YOU KNOW, YOU ENTERED INTO A LEGALLY BINDING CONTRACT TO SELL THE PROPERTY TO THE BLANKENSHIPS. ACCORDINGLY, YOU MUST CEASE AND DESIST TAKING ANY ACTIONS THAT COULD POTENTIALLY RESULT IN TRANSFERRING OWNERSHIP OF THE PROPERTY TO ANYONE OTHER THAN THE BLANKENSHIPS, AS THE BLANKENSHIPS HAVE AN EQUITABLE INTEREST IN THE PROPERTY. FAILURE TO CEASE AND DESIST SUCH ACTIONS WILL RESULT IN FURTHER LEGAL ACTION BEING TAKEN AGAINST YOU. IN SUMMARY, BE ADVISED THIS IS THE ONLY NOTICE THAT YOU WILL RECEIVE REGARDING THIS MATTER. FAILURE TO ADHERE TO THE REQUESTS AND INSTRUCTIONS INCLUDED IN THIS LEGAL NOTICE WILL RESULT IN FURTHER LEGAL ACTION BEING TAKEN AGAINST YOU.

Pursuant to § 38.001(8) of the Texas Civil Practice & Remedies Code ("CPRC") you materially breached the contract between you and the Blankenships making you potentially liable for the Blankenships' attorney's fees if suit is filed, and they prevail. Additionally, pursuant to Section 17 of the Contract, if the Blankenships prevail in a legal proceeding related to the Contract, the Blankenships are entitled to recovery of reasonable attorney's fees and all costs of such proceedings.

The Blankenships have incurred attorney's fees of \$750.00 for reviewing the surrounding circumstances and for drafting this letter. Because your actions have caused this letter to be written, a minimum of \$750.00 in reasonable and necessary attorney's fees will be sought against you, if necessary.

Please take note that under CPRC § 38.002, you may avoid paying the Blankenships' attorney's fees IF once you have been presented with notice of the claim against you, you fully perform your contractual obligations. If you do not honor your contractual obligations, then, pursuant to CPRC § 38.001(8), I will advise the Blankenships to file suit against you and to demand attorney's fees incurred in this matter be paid by you.

Be advised that under certain sections of law, an award of court costs and reasonable attorney's fees are mandatory to a party who prevails in a lawsuit. If we are forced to file a lawsuit, we will pursue all damages that the Blankenships may be entitled to. However, we hope that this will not be necessary, as this is the least expensive time to resolve this matter.

Consider this notice, presentment, and demand for immediate compliance with the terms of the Contract or we will advise the Blankenships to seek all remedies available both in law and equity, including, but not limited to, filing a lawsuit against you. Causes of action in this lawsuit may include, but are not limited to, specific performance, unjust enrichment, fraud, fraud in the inducement, and breach of contract. The Blankenships will pursue not only specific performance but will also pursue recovery of all damages incurred and attorney's fees and court costs associated with these causes of action. Additionally, we will file a Lis Pendens notifying the public that there is a lawsuit pending regarding the Property. The Lis Pendens will prevent the Property from being sold to anyone other than the Blankenships during the pendency of the lawsuit.

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Phone: (830)798-1690, Facsimile: (830)798-0328

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If you fail to comply with your contractual obligations and do not sell the property to the Blankenships, when we file the lawsuit, we will offer this letter as an exhibit to show that the Blankenships took reasonable efforts to attempt to resolve this matter without litigation.

Again, if you do not cease and desist in taking any actions that could potentially result in transferring ownership of the Property to anyone other than the Blankenships, we will advise the Blankenships to file suit against you in a court of competent jurisdiction.

PLEASE LET US KNOW WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS LETTER IF YOU NEED OUR ASSISTANCE IN DRAFTING THE NECESSARY DOCUMENTS TO TRANSFER OWNERSHIP OF THE PROPERTY TO THE BLANKENSHIPS.

This letter has been given to no one except you and the Blankenships, and I have instructed the Blankenships to keep this letter and its contents confidential. My firm will also keep this letter confidential as long as this matter is resolved without further legal action being taken.

We look forward to amicably resolving this matter.

Sincerely,

/s/ Melissa Christian

Melissa Christian

Email: mchristian@shellattorneys.com

6000 N. Hwy 281, Marble Falls, Texas 78654
Phone: (830)798-1690, Facsimile: (830)798-0328



Mark & Joan Blankenship
220 Island Lodges Drive
Buchanan Dam, TX 78609

Office: 512-793-5117 ext 204
Cell: 512-755-1511

June 17, 2022

Public Utility Commission of Texas
PO Box 13326
Austin, TX 78711-3326

Request to Intervene in the Sale of Water Works I & II to CSWR – Texas Utility Operating Company, LLC; Public Utility Commission of Texas; Docket 53430;

I wish to intervene in the proceeding of the Sale of Water Works I & II to CSWR – Texas Utility Operating Company, LLC.

My name is Mark Blankenship. My wife, Joan Blankenship, and myself have a legally binding contract to purchase a portion of the property included in this sale. Our contract predates the contract between CSWR and Water Works I & II. The property was scheduled to close yesterday, June 16th, 2022 but Cody Lewis of Water Works I & II failed to sign and close as planned. I believe that Cody Lewis intentionally postponed the closing to allow the time to run out on our ability to intervene in the sale of Water Works I & II.

While the piece of property is inconsequential to the value of the business that CSWR is buying, it is of strategic importance to my wife and me.

Attached you will find a Legal Notice / Cease and Desist sent to Water Works I & II from our attorney, Melissa Christian of Shell & Shell Attorneys at Law. Water Works I & II were cautioned not to enter into a contract to sell the same property that is under contract to Mark and Joan Blankenship.

I am requesting that the sale of Water Works I & II to CSWR be postponed until the contract with Mark and Joan Blankenship has closed and the claim settled.

This same information is being forwarded to the Public Utility Commission of Texas for their consideration.

I can be contacted at:
Office: 512-793-5117 ext 204
Cell: 512-755-1511
Email: mark@tjproperties.com
Email: markblankenship52@gmail.com

Thank you,

Mark Blankenship