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November 6, 2023

TEX. R. CIV. P. RULE 11 SETTLEMENT LETTER

Garon R. Horton
Horton & Archibald, PC
965 W. Ralph Hall Parkway
Rockwall, Texas 75032

VIA EMAIL MAIL ONLY

Re: *Town of Little Elm, Texas, v. BKDK, LP, a Texas Limited Partnership*; Cause No. PR-2019-01253; Condemnation of approximately 971 square feet in fee simple for right-of-way use and 700 square feet for a permanent water/sewer line easement out of approximately .646 acre located at 1909 West Eldorado Parkway in the Town of Little Elm, Denton County, Texas.

Town of Little Elm, Texas, v. Dogwood Timber, Inc. 401K Plan 251; Cause No. PR-2019-01253; Condemnation of approximately 815 square feet in fee simple for right-of-way use and 714 square feet for a permanent water/sewer line easement (out of approximately .421 acre located at 1905 West Eldorado Parkway in the Town of Little Elm, Denton County, Texas.

Town of Little Elm, Texas, v. David Kirk; Cause No. PR-2019-01251; Condemnation of approximately 1,325 square feet in fee simple for right-of-way use and 1,347 square feet for a permanent water/sewer line easement out of approximately one acre located at 1901 West Eldorado Parkway in the Town of Little Elm, Denton County, Texas.

Dear Garon:

This Rule 11 Agreement is presented pursuant to Texas Rule of Civil Procedure 11 to memorialize the terms of our settlement of the three above-referenced condemnation cases ("Condemnation Cases") which my client, the Town of Little Elm, Texas ("Town"), has filed against your clients, BKDK, LP; Dogwood Timber, Inc. 401K Plan 251; and David Kirk (the "Property Owners") to acquire the property interests described in the Condemnation Cases (the "Required Property Interests").

This Rule 11 Agreement is entered into pursuant to Texas Rule of Civil Procedure 11 and, once executed by both you and me, will be filed with the court as a legally binding agreement between the Town and Property Owners (the "Parties"). The Town has agreed to pay to the Property Owners, collectively, the total sum of Sixty-Thousand Dollars (\$60,000) ("Cash Consideration") to acquire the Required Property Interests more particularly described in the petitions for condemnation filed in the Condemnation Cases. In exchange, the Property Owners will execute right-of-way deeds

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and water/sewer line easements in a form acceptable to the Parties, and the Town will promptly, and in any event within seven (7) days thereafter, record the same in the Real Property Records of Denton County and deliver to the Parties recorded copies thereof along with the Cash Consideration.

Upon the successful recordation by the Town of the required right-of-way deeds and water/sewer line easements with the Real Property Records of Denton County, the Town will promptly, and in any event within seven (7) days thereafter, file appropriate pleadings in the Condemnation Cases to dismiss the Condemnation Cases. The Parties agree that they will bear their own respective costs and attorney's fees, and that no additional sums of money are required to be paid by the Town to the Property Owners as a result of the dismissal of the Condemnation Cases. If required by the court, the Parties agree to join in any filings to dismiss and resolve the pending Condemnation Cases.

Upon the dismissal of the Condemnation Cases, the Town will promptly, and in any event within seven (7) days thereafter, file with the Real Property Records of Denton County documentation to release all instruments, other than the right-of-way deeds and water/sewer easements contemplated to be executed and recorded pursuant to this agreement, recorded by or on behalf of the Town relating to the subject matter of the Condemnation Cases, including but not limited to the Lis Pendens, and the Non-Revocable Right of Entry, Use and Possession agreements, recorded against the Properties, and provide to the Parties recorded copies thereof.

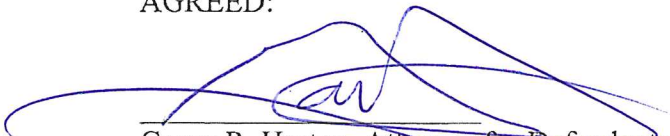
Sincerely yours,



Robert F. Brown

RFB: rfb

AGREED:


Garon R. Horton, Attorney for Defendants

Date:

11-6-23

cc: VIA EMAIL ONLY

Doug Peach, Deputy Town Manager
Wesley Brandon, P.E., CFM, Town Engineer

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Stacey Shelby on behalf of Robert Brown
Bar No. 03164725
sshelby@bhlaw.net
Envelope ID: 81357444
Filing Code Description: No Fee Documents
Filing Description: Rule 11 Settlement Letter
Status as of 11/7/2023 8:36 AM CST

Associated Case Party: Town Of Little Elm, Texas

| Name | BarNumber | Email | TimestampSubmitted | Status |
|--------------|-----------|------------------|----------------------|--------|
| Robert Brown | | rbrown@bhlaw.net | 11/6/2023 4:48:54 PM | SENT |

Associated Case Party: BKDK, LP, A Texas Limited Partnership

| Name | BarNumber | Email | TimestampSubmitted | Status |
|----------------|-----------|-----------------------|----------------------|--------|
| Garon R.Horton | | garon@garonhorton.com | 11/6/2023 4:48:54 PM | SENT |