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May 7, 2014

RULE 11 AND SETTLEMENT AGREEMENT

Mr. Michael M. Barron
Barron & Adler, LLP
808 Nueces Street
Austin, Texas 78701

Re: Cause No. 12-1074-CC1
Williamson County, Texas v. Sovran Acquisition Limited Partnership, et. al.
CR 170—Parcel 18

Dear Mike:

This letter will constitute a Rule 11 and Settlement Agreement between Williamson County, Texas ("County") and Sovran Acquisition Limited Partnership ("Sovran") pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the County Road 170/A.W. Grimes construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Sovran agrees to accept, the sum of \$202,218.00 for the 0.746 acre of right of way parcel sought to be acquired in this condemnation suit as set out in Plaintiff's Original Petition and any amendments on file in this cause, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Sovran. The parties agree that an Agreed Special Commissioners Award in this amount shall be entered by the commissioners at a hearing to be scheduled by County as soon as possible.
2. In connection with a Possession and Use Agreement previously executed by the parties and recorded in Document No. 2012099938, County has paid Sovran the amount of \$152,550.00, which amount was agreed to be credited or offset against any total purchase price or condemnation award for the acquisition of Parcel 18. Therefore, County agrees to deposit the remaining sum of \$49,668.00 into the registry of the court within 20 days after the entry of the Agreed Special Commissioners Award as set out herein.

3. It is agreed that neither County nor Sovran shall file objections to the Award of Special Commissioners in this cause.
4. It is agreed that the two existing driveways serving the Sovran property will remain open to traffic in substantially the same location and alignment as prior to the acquisition.

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the County and Sovran, please so indicate by executing this letter in the space indicated below on behalf of Shipman.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, P.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

Michael M. Barron

Michael M. Barron
Barron & Adler, LLP
Attorneys for Sovran Acquisition Limited Partnership

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge