

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

tad@scrrlaw.com

August 15, 2018

RULE 11 AND SETTLEMENT AGREEMENT

Leslie Vance
Attorney for Joshua and Patricia Solis
335 Stewart Street
Meadowlakes, Texas 78654

Re: Cause No. 18-0843-CC3
Williamson County, Texas v. Joshua Solis, et al.
San Gabriel Ranch Road Dam

Dear Mr. Vance:

This letter will constitute a Rule 11 and Settlement Agreement (“Agreement”) between Williamson County, Texas (“County”) and Joshua and Patricia Solis (“Solis”) pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the San Gabriel Ranch Road Dam construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Solis agrees to accept, the total sum of TWENTY ONE THOUSAND THREE HUNDRED THIRTY-SIX and 00/100 DOLLARS (\$21,336.00) for the 0.548 acre of fee simple right of way, 0.59 acre Temporary Workspace and Staging Easement, and a 0.03 acre Drainage Easement (“Property”) 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 Solis.

The amount of \$21,336.00 shall be entered as an Agreed Award of Special Commissioners at a hearing before the appointed special commissioners currently scheduled for August 20, 2018. The balance of \$21,336.00 due and owing for the total compensation as set out herein shall be deposited into the registry of the court within fourteen (14) days after filing of the Award of Special Commissioners.

2. It is agreed that neither County nor Solis shall file objections to the Award of Special Commissioners in this cause as long as County deposits the balance of the Award in the amount and pursuant to the terms as set out herein.
3. The parties additionally agree that the County shall be responsible for the payment of any rollback or special taxes which result from entry of the Judgment and conveyance of the Property for public use and right of way purposes as set out herein, and that the conveyance of the Property through condemnation for public use and right of way purposes shall not cause the removal of or otherwise impact the existing status of any agricultural or grazing tax exemption for the remaining property of Solis as long as any other requirements for such use are maintained.
4. Because this conveyance and Judgment are being entered by agreement, the parties further specifically waive any Right of Repurchase pursuant to the requirements of the Texas Property Code, Section 21.101(a)(2) or Section 21.101(a)(3).

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the County and Solis, please so indicate by executing this letter in the space indicated below and we will process this for the required approval and execution.

Very truly yours,

Tad Cleaves
Sheets & Crossfield, P.C.
Attorneys for Williamson County

AGREED AND ACCEPTED:



Leslie Vance
Attorney for Joshua and Patricia Solis

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge