

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

February 21, 2024

CONDEMNATION AGREEMENT

Via email troy@mcneryvoelker.com

Troy Voelker

McNery & Voelker, P.C.

500 Round Rock Avenue, Suite 2

Round Rock, Texas 78664

Re: CR 279 @ Bagdad — Parcel 29 (Vogel)
Cause No. 23-1975-CC3; *Williamson County, Texas v. Jeffrey W. Vogel,*
Mortgage Electronic Registration Systems, Inc. and Sente Mortgage, Inc.

Dear Mr. Voelker:

This letter will constitute a Rule 11 of the Texas Rules of Civil Procedure and Condemnation Agreement (“Agreement”) between Williamson County, Texas (“County”) and Jeffrey W. Vogel (“Owner”) in connection with the project identified herein and the property to be acquired as part of the County Road 279 construction project (“Project”). The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioners’ Court, the County agreed to pay, and Owner agree to accept, the total sum of FORTY-SIX THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars (\$46,810.00) in total compensation to the Owner in the above-referenced lawsuit for the acquisition of the right-of-way interests referenced in County’s petition on file in the above-referenced cause number, and any damages to the remaining property of Owner not acquired (“Property”), with such location and acquisition as further described in County’s current pleading on file in this case.
2. The parties agree to enter the agreed amount of FORTY-SIX THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars (\$46,810.00) (the “Agreed Award”) at the Special Commissioners Hearing designated to take place on or before 10:00 am on March 13, 2024, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owner nor County will file objections to the

Agreed Award of Special Commissioners. Following the deposit of the Agreed Award into the Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

3. As a part of the Project, County agrees to reconstruct Owner's driveway, between the edge of the proposed Project roadway improvements and the remaining property of Owner, in the location and according to the specifications as shown in Exhibit "A" which is attached hereto and incorporated herein. Access to Owner's remaining property shall be maintained until the completion of said replacement driveway. By execution of this Agreement, Owner shall allow County, its agents, and contractors to temporarily access the remaining property of Owner solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

If this letter sets forth the terms of our Agreement reached between County and Owner, please indicate by executing this letter in the space indicated below on behalf of the Owner.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, P.L.L.C.
Attorneys for Williamson County, Texas

AGREED AND ACCEPTED:

JEFFREY W. VOGEL

By: 

Troy Voelker
Attorney for Jeffrey W. Vogel

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____

Date: _____



990

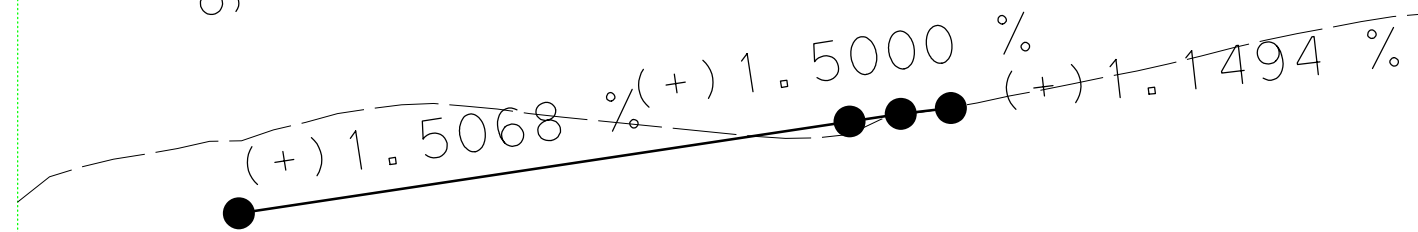
980

985.86

987.51

STA = 11+30.04
EL = 987.30'

STA = 11+38.04
EL = 987.42'



965

N 10202763.2842
E 3060594.3619

BAGDAD
221+77.82 / 1

N 10202789.8792
E 3060741.9854

N 10202816.4742
E 3060889.6090

SUP

proposed new
driveway location

EXIST ROW

EXIST ROW

eliminate VFS

4:1

3:5:1

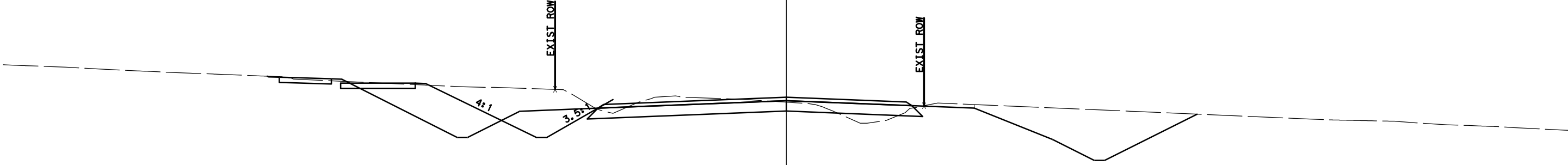
965

N 10202765.4343
E 3060693.9745

BAGDAD
221+80.00 / 1

N 10202792.0293
E 3060741.5981

N 10202818.6244
E 3060889.2216



9651

N 102°27'5.2759
E 306°59'2.2015

221+90.00 / 1

N 102°28'01.8709
E 306°07'39.8251

N 102°28'28.4659
E 306°08'7.4486

EXIST ROW

EXIST ROW

4.1

3.5

970

N 10202785.1175
E 3060590.4285

BAGDAD
222+00.00 / 1

N 10202811.7125
E 3060738.0521

N 10202838.3075
E 3060885.6756

EXIST ROW

EXIST ROW

4:1

3.5:1

970

N 10202794.9590
E 3060588.6555

BAGDAD
222+10.00 / 1

N 10202821.5541
E 3060736.2791

N 10202848.1491
E 3060883.9026

EXIST ROW

EXIST ROW

4:1

3.5:1

970

N 10202800.4688
E 3060587.6629

BAGDAD
222+15.60 / 1

N 10202827.0638
E 3060735.2863

N 10202853.6598
E 3060882.9100

EXIST ROW

EXIST ROW

4.5%

3.5%