

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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adam@scrrlaw.com

October 14, 2025

## RULE 11 SETTLEMENT AGREEMENT

Via e-mail [jhodge@mehlaw.com](mailto:jhodge@mehlaw.com)  
c/o JNK Properties 1, LTD.

Re: Hero Way/RM 2243 Roadway Expansion Project

- 1) Cause No. 24-0814-CC3; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 3 of Williamson County, Texas
- 2) Cause No. 24-0817-CC1; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 1 of Williamson County, Texas
- 3) Cause No. 24-0815-CC4; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 4 of Williamson County, Texas
- 4) Cause No. 24-0816-CC5; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 5 of Williamson County, Texas
- 5) Cause No. 25-1202-CC2; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 2 of Williamson County, Texas
- 6) Cause No. 25-1204-CC4; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 4 of Williamson County, Texas

Dear Mr. Hodge:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County" or "Condemnor") and JNK Properties 1, LTD. ("Owner"), in connection with the Hero Way/RM2243 Roadway Expansion project identified herein (the "Project") and the fee simple, electric easement, and drainage easement interests acquired therein. The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the six referenced condemnation cases brought by Williamson County, Texas (the "Hero Way Litigation") in the total amount of **FORTY-TWO MILLION AND 00/100 DOLLARS (\$42,000,000)**, the distribution of which is broken down below. This Agreement may not be split into parts and is only effective insofar as it resolves the entirety of the Hero Way Litigation per the below terms.
2. This Agreement is contingent on final approval by a record vote of Condemnor's governing body. Condemnor has fourteen (14) days from the Owner's execution of this Agreement, subject to written extensions by the parties, to approve this

Agreement. If approval is not provided, all terms of this Agreement are null and void.

3. The parties agree to pause the deadlines contained in any Docket Control Order filed in the Hero Way Litigation.

4. Cause No. 24-0814-CC3 ("Parcel 316"):

- a. Condemnor agrees to pay the total compensation amount of \$20,383.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0814-CC3, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.
- b. The Parties agree to settle this condemnation case for the acquisition of Parcel 316 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "A" and incorporated herein.
- c. The Parties agree that \$20,383.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid \$20,383 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 316.
- d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
- e. Condemnor's sole compensation obligation shall be the total payment of \$20,383.00 for Parcel 316. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

5. Cause No. 24-0817-CC1 (Parcel 321):

- a. Condemnor agrees to pay the total compensation amount of \$1,233,700.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0817-

CC1, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

- b. The Parties agree to settle this condemnation case for the acquisition of Parcel 321 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "B" and incorporated herein.
- c. The Parties agree that \$1,233,700.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid \$1,233,700.00 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 321.
- d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
- e. Condemnor's sole compensation obligation shall be the total payment of \$1,233,700.00 for Parcel 321. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

6. Cause No. 24-0815-CC4 (Parcel 330):

- a. Condemnor agrees to pay the total compensation amount of \$1,667,894.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0815-CC4, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.
- b. The Parties agree to settle this condemnation case for the acquisition of Parcel 330 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "C" and incorporated herein.
- c. The Parties agree that \$1,667,894.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-

judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid \$1,667,894.00 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 330.

- d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
- e. Condemnor's sole compensation obligation shall be the total payment of \$1,667,894.00 for Parcel 330. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

7. Cause No. 24-0816-CC5 (Parcel 335)

- a. Condemnor agrees to pay the total compensation amount of \$39,053,533.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0816-CC5, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.
- b. The Parties agree to settle this condemnation case for the acquisition of Parcel 335 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "D" and incorporated herein.
- c. The Parties agree that \$39,053,533.00.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid \$18,304,984 into the registry of the court or via PUA, leaving a balance of \$20,748,549.00 owing and due for Parcel 335.
- d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an

Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

- e. Condemnor's sole compensation obligation shall be the total payment of \$39,053,533.00 for Parcel 335. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

8. Cause No. 25-1204-CC4 (Parcel 330E)

- a. Condemnor agrees to pay the total compensation amount of \$20,825.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 25-1204-CC4, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.
- b. The Parties agree to settle this condemnation case for the acquisition of Parcel 330E via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "E" and incorporated herein.
- c. The Parties agree that \$20,825.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid \$20,825.00 into the registry of the court or via PUA, leaving a balance of ZERO dollars owing and due for Parcel 330E.
- d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
- e. Condemnor's sole compensation obligation shall be the total payment of \$20,825.00 for Parcel 330E. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

9. Cause No. 25-1202-CC2 (Parcel 321E)

- a. Condemnor agrees to pay the total compensation amount of \$3,665.00 by entry of special commissioners' award at the hearing currently set for October 27, 2025, in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in the case under Cause No. 25-1202-CC2.
  - b. The parties agree to waive their right to file objections to a stipulated award of \$3,665.00 if this Agreement is approved and filed prior to the statutory deadline for filing objections. If the commissioners award an amount other than the stipulated amount of \$3,665.00, then the Parties agree to timely file objections and enter an agreed judgment for \$3,665.00, and any difference in amount will be deposited into the registry of the Court or returned to Condemnor as necessary. Following the deposit of the stipulated award amount of \$3,665.00, the parties agree that Condemnor shall file a Judgment in Absence of Objections, to be drafted by Condemnor.
  - c. The Parties agree that \$3,665.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously paid pursuant to any PUA in this case.
  - d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs a judgment in this case. If Condemnor fails to pay the remaining balance owed after credits from the award and/or PUA payments within the sixty (60) days of the Court signing a judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
  - e. Condemnor's sole compensation obligation shall be the total payment of \$3,665.00 for Parcel 321E. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.
10. The County agrees that it shall not, to the extent it has legal authority to do so, unreasonably withhold, delay, or deny any development approvals, permits, plats, variances, or other authorizations ("Development Approvals") requested by Owner for the Subject Properties provided that such requests comply with all applicable federal, state, and local laws, ordinances, regulations, and development standards in effect at the time of application. The County agrees to:
- a. Process all applications for Development Approvals in good faith and in accordance with the timelines established in applicable County ordinances and state law;
  - b. When otherwise required by state law or applicable County regulation, respond to any written request for Development Approvals within 30 days of receipt of a complete application, either by granting approval, denying

with specific written reasons, or requesting additional information reasonably necessary to complete the review;

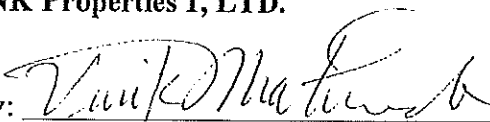
- c. Not impose any procedural or substantive requirements beyond those generally applicable to similar development applications in the County; and
  - d. When otherwise required by state law or County applicable regulation, provide written explanation for any denial or request for additional information, citing the specific code provisions, ordinances, or regulations that form the basis for such action.
11. The County agrees to provide and maintain reasonable access points to the "Remaining Properties" of all referenced parcels herein at all times during construction of the Hero Way Road improvement project.
12. The Parties hereby release each other from any and all claims, demands, causes of action, damages, and liabilities that were specifically alleged in the Active Petitions for Condemnation in the Hero Way Litigation as of the date of this Agreement. This release is expressly limited to the following:
- a. Claims that were actually pleaded and asserted in the Active Petitions filed in these matters as of the date of this Agreement; and
  - b. Claims against only those Parties named as parties in the Lawsuits. Preservation of Other Claims.
13. The Release in Paragraph 12 does NOT release, waive, or affect:
- a. Any claims that were not specifically alleged or asserted in the Active Petitions in the Lawsuits, whether such claims are known or unknown, foreseen or unforeseen, accrued or unaccrued as of the date of this Agreement;
  - b. Any claims against any entity that is not a named party to the Lawsuits;
  - c. Any claims arising from facts, circumstances, or conduct not alleged in the Active Petitions in the Lawsuits as of the date of this Agreement; and
  - d. Any claims arising after the date of this Agreement.
14. If any party outside of this Agreement contests compensation and/or this settlement at any proceeding after this Agreement is fully executed, Condemnor may terminate this Agreement, and the Parties may proceed with the Hero Way Litigation as if there had never been an agreement.
15. This Agreement may be filed as a Rule 11 agreement in the Hero Way Litigation.
16. The Parties bear their own cost of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill  
Sheets & Crossfield, PLLC  
Attorney for Williamson County, Texas

**AGREED AND ACCEPTED:**  
**JNK Properties 1, LTD.**

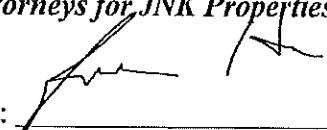
By:  \_\_\_\_\_

Name: VIVEK MAHENDRU

Title: MANAGER / OWNER

Date: 10/14/25


**AGREED AND ACCEPTED:**  
**MARRS ELLIS & HODGE LLP**  
*Attorneys for JNK Properties 1, LTD.*

By:  \_\_\_\_\_

Justin Hodge  
State Bar No. 24036791  
[jhodge@mehlaw.com](mailto:jhodge@mehlaw.com)  
Graham Taylor  
State Bar No. 24110433  
[gtaylor@mehlaw.com](mailto:gtaylor@mehlaw.com)  
9811 Katy Freeway, Suite 900  
Houston, Texas 77024  
Telephone: (713) 609-9503  
Facsimile: (713) 583-5825

Date: 10-14-25

**AGREED AND ACCEPTED:**  
WILLIAMSON COUNTY, TEXAS

By:   
Steven Snell (Oct 23, 2025 10:52:28 CDT)  
Steven Snell, County Judge

Its: Williamson County Judge

Date: Oct 23, 2025

**AGREED AND ACCEPTED:**  
SHEETS & CROSSFIELD, PLLC  
*ATTORNEYS FOR WILLIAMSON COUNTY, TEXAS*

By: */s/ Adam H. Hill*  
Erik Cardinell  
State Bar No. 00796304  
[erik@scrrlaw.com](mailto:erik@scrrlaw.com)  
Adam H. Hill  
State Bar No. 24115847  
[Adam@scrrlaw.com](mailto:Adam@scrrlaw.com)  
309 East Main Street  
Round Rock, Texas 78664  
(512) 255-8877  
Fax: (512) 255-8986

Date: \_\_\_\_\_

Exhibit "A"

Hero Way- Parcel 316

CAUSE NO. 24-0814-CC3

WILLIAMSON COUNTY, TEXAS  
**Condemnor**

V.

JNK PROPERTIES 1, LTD.  
**Condemnee**

§ IN THE COUNTY COURT

§

§

§ AT LAW NO. THREE

§

§

§ WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.042 acres (Parcel 316) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWENTY THOUSAND THREE HUNDRED**

**EIGHTY THREE AND 00/100 DOLLARS (\$20,383.00)**, of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095131 Condemnor has previously paid to Condemnee the sum of NINETEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT and 0/100 DOLLARS (\$19,528.00).
2. On August 26, 2024, an Award of Special Commissioners was filed with the court in the amount of TWENTY THOUSAND THREE HUNDRED EIGHTY-THREE and 0/100 DOLLARS and the parties agree that the additional sum of EIGHT HUNDRED FIFTY-FIVE and 0/100 DOLLARS was deposited with the court on September 11, 2024.
3. Therefore, the amount of **ZERO DOLLARS AND 00/100 (\$0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.


SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

**PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:**

/s/ Adam H. Hill  
Adam H. Hill  
State Bar No. 24115847  
[adam@scrrlaw.com](mailto:adam@scrrlaw.com)  
Erik Cardinell  
[erik@scrrlaw.com](mailto:erik@scrrlaw.com)  
State Bar No. 00796304  
Don Childs  
State Bar No. 00795056  
[don@scrrlaw.com](mailto:don@scrrlaw.com)  
512.255.8877  
Sheets & Crossfield, P.L.L.C.  
309 East Main Street  
Round Rock, Texas 78664  
Attorneys for Condemnor

**WILLIAMSON COUNTY, TEXAS**

By:   
Steve Snell (Oct 23, 2025 10:52:28 CDT)  
Steven Snell, County Judge

**AGREED AS TO SUBSTANCE AND FORM:**

By: \_\_\_\_\_

Justin Hodge

State Bar No. 24036791

[jhodge@mehlaw.com](mailto:jhodge@mehlaw.com)

Kyle Baum

State Bar No. 24082664

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Graham Taylor

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**Marrs Ellis & Hodge LLP**

9811 Katy Freeway, Suite 900

Houston, Texas 77024

713.609.9503

Attorneys for Condemnee

Exhibit "B"

Hero Way- Parcel 321

CAUSE NO. 24-0817-CC1

WILLIAMSON COUNTY, TEXAS  
**Condemnor**

V.

JNK PROPERTIES 1, LTD.  
**Condemnee**

§ IN THE COUNTY COURT  
§  
§  
§ AT LAW NO. ONE  
§  
§  
§ WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 2.820 acres (Parcel 321) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION TWO HUNDRED THIRTY-**

**THREE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100** (\$1,233,700.00) of

which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095137 Condemnor has previously paid to Condemnee the sum of ONE MILLION TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY and 00/100 DOLLARS (\$1,220,740.00).
2. On August 23, 2024, an Award of Special Commissioners was filed with the court in the amount of ONE MILLION TWO HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED and 00/100 DOLLARS (\$1,233,700.00) and the parties agree that the additional sum of TWELVE THOUSAND NINE HUNDRED SIXTY and 00/100 DOLLARS (\$12,960.00) was deposited with the court on September 11, 2024.
3. Therefore, the amount of **ZERO DOLLARS AND 00/100 (\$0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

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This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.


SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

**PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:**

/s/ Adam H. Hill  
Adam H. Hill  
State Bar No. 24115847  
[adam@scrrlaw.com](mailto:adam@scrrlaw.com)  
Erik Cardinell  
[erik@scrrlaw.com](mailto:erik@scrrlaw.com)  
State Bar No. 00796304  
Don Childs  
State Bar No. 00795056  
[don@scrrlaw.com](mailto:don@scrrlaw.com)  
512.255.8877  
**Sheets & Crossfield, P.L.L.C.**  
309 East Main Street  
Round Rock, Texas 78664  
Attorneys for Condemnor

**WILLIAMSON COUNTY, TEXAS**

By:   
Steve Snell (Oct 23, 2025 10:52:28 CDT)  
\_\_\_\_\_  
Steven Snell, County Judge

**AGREED AS TO SUBSTANCE AND FORM:**

By: \_\_\_\_\_

Justin Hodge

State Bar No. 24036791

jhodge@mehlaw.com

Kyle Baum

State Bar No. 24082664

kbaum@mehlaw.com

Graham Taylor

State Bar No. 24110433

gtaylor@mehlaw.com

**Marrs Ellis & Hodge LLP**

9811 Katy Freeway, Suite 900

Houston, Texas 77024

713.609.9503

Attorneys for Condemnee

Exhibit "C"

Hero Way – Parcel 330

NO. 24-0815-CC4

WILLIAMSON COUNTY, TEXAS,  
Condemnor,

vs.

JNK PROPERTIES 1, LTD.,  
Condemnee,

§  
§  
§  
§  
§  
§  
§

IN THE COUNTY COURT

AT LAW NO. FOUR

WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 3.715 acres (Parcel 330) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way/RM 2243 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION SIX HUNDRED SIXTY-SEVEN**

**THOUSAND EIGHT HUNDRED NINETY-FOUR AND 00/100 DOLLARS**

**(\$1,667,894.00)**, of which total amount the parties agree:

1. The amount of **ONE MILLION SIX HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY-NINE AND 00/100 DOLLARS (\$1,611,529.00)** was previously paid to Condemnee pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Public Records of Williamson County as Document No. 2023095136.
2. On or about September 17, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about September 10, 2024; Condemnor deposited an additional **FIFTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE and 00/100 DOLLARS (\$56,365.00)** into the registry of this court.
3. The amount of **ZERO DOLLARS (\$146,596.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

**PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:**

/s/ Adam H. Hill

Adam H. Hill

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512.255.8877


**Sheets & Crossfield, P.L.L.C.**

309 East Main Street

Round Rock, Texas 78664

Attorneys for Condemnor

**WILLIAMSON COUNTY, TEXAS**

By   
Steven Snell (Oct 23, 2025 10:52:28 CDT)  
Steven Snell, County Judge

**AGREED AND ACCEPTED:**  
**MARRS ELLIS & HODGE LLP**  
*Attorneys for JNK Properties 1, LTD.*

By: \_\_\_\_\_

Justin Hodge

State Bar No. 24036791

[jhodge@mehlaw.com](mailto:jhodge@mehlaw.com)

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9811 Katy Freeway, Suite 900

Houston, Texas 77024

Telephone: (713) 609-9503

Facsimile: (713) 583-5825

Date: \_\_\_\_\_

Exhibit "D"

Hero Way- Parcel 335/335E

CAUSE NO. 24-0816-CC5

WILLIAMSON COUNTY, TEXAS	§	IN THE COUNTY COURT
Condemnor	§	
V.	§	AT LAW NO. FIVE
JNK PROPERTIES 1, LTD.	§	
Condemnee	§	WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest in and to approximately 28.707 acres (Parcel 335) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that an electric utility easement interest in and to approximately 6.124 acres (Parcel 335AE) of land in Williamson County, Texas and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be

vested to **WILLIAMSON COUNTY, TEXAS OR PEDERNALES ELECTRIC COOPERATIVE, INC.**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes. The electric utility easement interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Electric Utility Easement document, which is attached as Exhibit "C" hereto.

It is further ORDERED that two drainage easements interest in and across approximately 0.233 acres (Parcel 335D1) of land in Williamson County, Texas, and in and across approximately 0.152 acres (Parcel 335D2) of land in Williamson County, Texas, and being more particularly described in Exhibit "D" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes. The drainage easements' interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Drainage Easement document, which is attached as Exhibit "E" hereto.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **THIRTY-NINE MILLION FIFTY-THREE**

**THOUSAND FIVE HUNDRED THIRTY-THREE AND 00/100 DOLLARS**

(\$39,053,533.00.00) of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024005569, Condemnor has previously paid to Condemnee SEVENTEEN MILLION SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY-FOUR and 00/100 DOLLARS (\$17,615,254.00).
2. SIX HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS and 00/100 (\$689,730.00) was deposited into the Registry of the Court by Condemnor on or about September 10, 2024, pursuant to the Award filed amongst the papers of this Cause on or about August 26, 2024, leaving a balance due and owing in satisfaction of this Judgment of **TWENTY MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 00/100 (\$20,748,549.00).**

It is further ORDERED that Condemnor shall pay Condemnee the remaining balance of **TWENTY MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 00/100 (\$20,748,549.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer to the IOLTA account of Marrs Ellis & Hodge LLP, as Trustee for JNK Properties 1, Ltd., at 9811 Katy Freeway, Suite 900, Houston, Texas 77024. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited

within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

**PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:**

/s/ Adam H. Hill

Adam H. Hill

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512.255.8877


**Sheets & Crossfield, P.L.L.C.**

309 East Main Street

Round Rock, Texas 78664

Attorneys for Condemnor

**WILLIAMSON COUNTY, TEXAS**

By:   
Steve Snell (Oct 23, 2025 10:52:28 CDT)

Steven Snell, County Judge

**AGREED AS TO SUBSTANCE AND FORM:**

By: \_\_\_\_\_

Justin Hodge

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jhodge@mehlaw.com

Kyle Baum

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Graham Taylor

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**Marrs Ellis & Hodge LLP**

9811 Katy Freeway, Suite 900

Houston, Texas 77024

713.609.9503

Attorneys for Condemnee

Exhibit "E"

Hero Way- Parcel 330E

CAUSE NO. 25-1204-CC4

WILLIAMSON COUNTY, TEXAS	§	IN THE COUNTY COURT
Condemnor	§	
	§	
V.	§	AT LAW NO. FOUR
	§	
JNK PROPERTIES 1, LTD.	§	
Condemnee	§	WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that easement interest in and to approximately 0.193 acres (Parcel 330E) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about July 17, 2025, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWENTY THOUSAND EIGHT HUNDRED**

TWENTY-FIVE DOLLARS AND 00/100 (\$20,825.00) of which total amount the parties agree:

TWENTY THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS and 00/100 (\$20,825.00) was deposited into the Registry of the Court by Condemnor on or about October 14, 2025, pursuant to the Award filed on October 6, 2025, among the papers of this Cause, leaving a balance due and owing in satisfaction of this Judgment of ZERO DOLLARS AND 00/100 (\$0.00).

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Adam H. Hill

Adam H. Hill

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**Sheets & Crossfield, P.L.L.C.**

309 East Main Street

Round Rock, Texas 78664

Attorneys for Condemnor

**WILLIAMSON COUNTY, TEXAS**

By:   
Steven Snell (Oct 23, 2025 10:52:28 CDT)

Steven Snell, County Judge

**AGREED AS TO SUBSTANCE AND FORM:**

By: \_\_\_\_\_

Justin Hodge

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Attorneys for Condemnee









# 10/21/25 Agenda item #59

Final Audit Report

2025-10-23

Created:	2025-10-21
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArOsaMGAYfHUu9I-A87r10Pn7krcIPMJp

## "10/21/25 Agenda item #59" History

-  Document created by Lisa Dworaczyk (lisad@scrrlaw.com)  
2025-10-21 - 8:29:02 PM GMT
-  Document emailed to Delia Colon (delia.colon@wilcotx.gov) for signature  
2025-10-21 - 8:30:42 PM GMT
-  Email viewed by Delia Colon (delia.colon@wilcotx.gov)  
2025-10-21 - 8:31:47 PM GMT
-  Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by Delia Colon (delia.colon@wilcotx.gov)  
2025-10-21 - 8:33:26 PM GMT
-  Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature  
2025-10-21 - 8:33:26 PM GMT
-  Email viewed by Steve Snell (steve.snell@wilcotx.gov)  
2025-10-23 - 3:37:58 PM GMT
-  Document e-signed by Steve Snell (steve.snell@wilcotx.gov)  
Signature Date: 2025-10-23 - 3:52:29 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-23 - 3:52:29 PM GMT

### 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.

Victoria Jeffers on behalf of Adam Hill  
Bar No. 24115847  
Victoria@scrrlaw.com  
Envelope ID: 107371580  
Filing Code Description: No Fee Documents  
Filing Description: Rule 11 Settlement Agreement  
Status as of 10/28/2025 11:47 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Justin Hodge	24036791	Jhodge@mehlaw.com	10/28/2025 11:39:19 AM	SENT
Michelle Clawson		michelle@cityattorneytexas.com	10/28/2025 11:39:19 AM	SENT
Adam Hill		Adam@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Erik Cardinell		Erik@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Victoria Jeffers		Victoria@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Penny Smith		Penny@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Paige Saenz		paige@cityattorneytexas.com	10/28/2025 11:39:19 AM	SENT

#### Associated Case Party: Williamson County, Texas

Name	BarNumber	Email	TimestampSubmitted	Status
Donald Childs	795056	don@scrrlaw.com	10/28/2025 11:39:19 AM	SENT
Lisa Dworaczyk		lisad@scrrlaw.com	10/28/2025 11:39:19 AM	SENT

#### Associated Case Party: JNK Properties 1, Ltd.

Name	BarNumber	Email	TimestampSubmitted	Status
Kyle Baum	24082664	kbaum@mehlaw.com	10/28/2025 11:39:19 AM	SENT
Graham Taylor	24110433	gtaylor@mehlaw.com	10/28/2025 11:39:19 AM	SENT