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July 18, 2018

RULE 11 AND SETTLEMENT AGREEMENT

Mike Barron
Barron, Adler Clough & Oddo
808 Nueces Street
Austin, Texas 78701

Re: Cause No. 14-0528-CC4
Williamson County, Texas v. Marion Shipman
SH29 Bypass r.o.w.

Dear Mike:

This letter will constitute a Rule 11 and Settlement Agreement (“Agreement”) between Williamson County, Texas (“County”) and Marion Shipman (“Shipman”) pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the SH29 construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Shipman agrees to accept, the total sum of \$2,456,500.00 for the 29.683 acre of fee simple right of way (“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 Shipman.
2. Pursuant to the terms of a Possession and Use Agreement which was recorded in the Official Records of Williamson County Texas under Document No. 2013074203, County has previously paid to Shipman the sum of \$1,849,824.00, which amount was agreed to be credited or offset from any final consideration for acquisition of the property. Therefore, the amount now due and owing from County in satisfaction of this Agreement shall be SIX HUNDRED SIX THOUSAND SIX HUNDRED SEVENTY-SIX and 00/100 Dollars (\$606,676.00).

The amount of \$2,456,500.00 shall be entered as an Agreed Award of Special Commissioners at a hearing before the appointed special commissioners to be scheduled on a date as soon as possible after execution and filing of this agreement, and which hearing may proceed with less than 20 days advance notice to Shipman if necessary.

The remaining balance of \$606,676.00 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.

3. It is agreed that neither County nor Shipman 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.

The parties further agree that an Agreed Judgment in Absence of objections in the amount of \$2,456,500.00 shall be entered within thirty (30) days after filing of the Award of Special commissioners, subject to any title curative issues as set out herein. The form of the proposed Judgement is attached hereto as Exhibit "A".

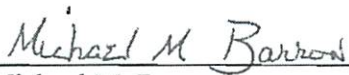
4. Prior to setting the Special Commissioners Hearing as described above, County shall obtain an updated title commitment concerning the Property, and County and Shipman agree to provide assistance to remove any liens or other encumbrances identified therein which would require the naming of additional parties in this suit in order to obtain marketable title in the name of the County.
5. 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 Shipman as long as any other requirements for such use are maintained.
6. 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 Shipman, 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,

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

AGREED AND ACCEPTED:



Michael M. Barron
SBN 01820500
Barron, Adler, Clough & Oddo
Attorneys for Marion Shipman

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: 


Dan A. Gattis, County Judge

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the County and Shipman, 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,

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

AGREED AND ACCEPTED:



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Attorneys for Marion Shipman

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

EXHIBIT "A"

SH29 Bypass r.o.w.

CAUSE NO. 14-0528-CC4

WILLIAMSON COUNTY, TEXAS
Condemnor

V.

MARION SHIPMAN
Condemnee

§ IN THE COUNTY COURT AT LAW
§
§
§ NUMBER FOUR OF
§
§
§ WILLIAMSON COUNTY, TEXAS

AGREED JUDGMENT IN ABSENCE OF OBJECTIONS

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Judgment in Absence of Objections by the Court (“Judgment”). It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Judgment and desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 29.683 acres of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit “A” attached hereto and incorporated herein for all purposes, and as further described in Plaintiff’s Original Petition, filed among the papers of this cause on or about April 21, 2014, and any amendments thereto; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas and sulphur, of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, widening and/or maintaining improvements to SH 29, and to perform associated public use and purposes (the “Property”); and

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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 any damages to any remaining property of MARION SHIPMAN, that Condemnee shall recover from Condemnor the total sum of TWO MILLION FOUR HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,456,500.00), of which total amount:

1. ONE MILLION EIGHT HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR AND 00/100 Dollars (\$1,849,824.00) has previously been paid to Condemnee pursuant to the terms of that certain Possession and Use Agreement recorded as Document No. 2013074203 of the Official Records of Williamson County, Texas, the receipt of which is acknowledged herein; and
2. SIX HUNDRED SIX THOUSAND SIX HUNDRED SEVENTY-SIX AND 00/100 Dollars (\$606,676.00) was deposited by Condemnor into the Registry of the Court on or about _____ pursuant to the Award of Special Commissioners filed in this cause on _____, and which amount was withdrawn by Condemnee.

It is further ORDERED that access is prohibited across the Denial of Access Line to the highway facility from the remainder of the abutting property in the locations as further described and shown on the sketch to accompany the field notes for the Property in Exhibit "A" attached hereto and incorporated herein.

It is further ORDERED that this Judgment shall be subject to any of the additional agreements between the parties contained within that certain Rule 11 and Settlement Agreement dated July 18, 2018, and on file among the papers of this Cause.

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

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

SIGNED this _____ day of _____, 2018.

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

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AGREED AS TO SUBSTANCE AND FORM:

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