

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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June 17, 2025

Via E-mail: lellis@mehlaw.com

Via E-mail: jmerkord@mehlaw.com

Luke Ellis

Jacob Merkord

809 West 12th Street

Austin, Texas 78701

ATTORNEYS FOR DEFENDANT,

THE JOHN R. & BARBARA S. CASEY

LIVING TRUST DATED JUNE 26, 2007

RULE 11 SETTLEMENT AGREEMENT

Re: Cause No. 24-0122-CC4; *Williamson County, Texas v. The John R. & Barbara S. Casey Living Trust Dated June 26, 2007*, filed in the County Court at Law Number 1, Williamson County, Texas; in the County Court at Law No. 1, Williamson County, Texas

Dear Mr. Ellis and Mr. Merkord:

This letter will serve as a Rule 11 Settlement Agreement (“Agreement”) between Williamson County, Texas (“Condemnor”), and The John R. Barbara S. Casey Living Trust Dated June 26, 2007 (“Condemnee”), (collectively the “Parties”) as to the following:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.
2. This agreement is contingent on final approval by Condemnor.
3. Condemnor agrees to pay the total compensation of \$105,366.72 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 this case, including, but no limited to, compensation for Condemnor’s fee simple acquisition (Parcel 9), described in Exhibit “A” (“Property”), damages to the remainder, if any, and any costs to cure.
4. The Property will be acquired through condemnation via an agreed judgment in the amount of \$105,366.72, to be executed and submitted for entry by the parties within fourteen (14) days following the filing of this Agreement with the Clerk. The

Condemnor shall receive a credit of \$77,840.00 previously paid pursuant to that certain Possession and Use Agreement, recorded as Document No. 2023006425, Official Records of Williamson County, Texas, leaving a balance due and owing from Condemnor of \$27,526.72 in satisfaction of the judgment.

5. In the event this Agreement is not approved by Condemnor and executed by an authorized representative, this agreement is null and void and the Parties may continue with the case as if there had never been an agreement.
6. The Parties agree that \$105,366.72 is the final amount payable to all parties in this case and is inclusive of any pre-judgment interest. Post-judgment interest, if any, is tolled for a period of 90 days after the Court signs and files a judgment in this case with the clerk. If Condemnor fails to pay the \$105,366.72 amount within the 90 days of the Court signing and filing the judgment in this case with the clerk, then Condemnees shall be entitled to post-judgment interest at the statutory rate as of the date the judgment is signed by the Court.

In the event Condemnee are unable to provide necessary documents required by the County Auditor to effectuate payment, or be available to accept payment, within the time as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy this Agreement and/or the judgment.

7. Condemnor's sole compensation obligation shall be the payment of \$105,366.72. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.
8. This Agreement may be filed as a Rule 11 agreement.
9. 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 Condemnor and Condemnee, please indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention for final approval by the Condemnor and filing with the Clerk.

Sincerely,

/s/ Erik L. Cardinell

Erik L. Cardinell


Sheets & Crossfield, PLLC

Attorneys for Williamson County, Texas

[signature pages follow]

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: 
Steve Snell (Jul 22, 2025 21:09:58 CDT)
Steven Snell, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Jul 22, 2025

AGREED AND ACCEPTED:

THE JOHN R. BARBARA S. CASEY LIVING TRUST DATED JUNE 26, 2007

By: 
Jacob Merkord

Address: 809 West 12th Street, Austin, Texas 78702

Date: June 20th 2025