

BCRUA – Parcel 22TCE

CAUSE NO. C-1-CV-21-002719

CITY OF ROUND ROCK, TEXAS	§	CONDEMNATION PROCEEDING
Condemnor	§	
	§	
	§	
V.	§	IN THE PROBATE COURT OF
	§	
LAURA C. STICH and KENNETH C. ROSS	§	
Condemnees	§	TRAVIS COUNTY, TEXAS

AGREED FINAL JUDGEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, City of Round Rock, Texas, Condemnor in the above-styled proceedings, and respectfully shows the Court:

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. 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 Judgement and desire to resolve this lawsuit;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that a temporary construction access and workspace easement as shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement") over and across approximately 0.373-acres (Parcel 22TCE) of land in Travis County, Texas, said property being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Property"), and as further described in Plaintiff's First Amended Petition, filed among the papers of this cause on or about October 18, 2021; 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 temporary ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **THE CITY OF ROUND**

ROCK, TEXAS, and its assigns for the purpose of providing, enlarging, improving, boring, constructing, reconstructing, replacing, building, upgrading, renewing, removing, inspecting, cleaning, changing, modifying, and/or maintaining subsurface raw water intake lines, facilities, and other appurtenances to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority and its participating cities, and to perform associated public uses and purposes (“Project”).

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 the Property to be acquired and any damages to any remaining property of Condemnees, that Condemnees shall recover from Condemnor the total sum of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00). The parties agree FIFTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) was previously deposited within the registry of this Court, leaving a balance due of EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00), and the remaining balance must be paid by April 1, 2022 to avoid paying interest.

It is further ORDERED that no interest is due and payable so long as the payments are made in accordance with this Agreed Final Judgement.

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

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

SIGNED this _____ day of _____, 2021.

Judge Presiding

PREPARED AND APPROVED AS TO SUBSTANCE AND FORM BY:

/s/ Mylan W. Shaunfield
Mylan W. Shaunfield
State Bar No. 24090680
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
Mylan@scrrlaw.com
Attorneys for Condemnor

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:

/s/ David Todd (with permission)
David Todd
State Bar No. 20093590
Todd Law Firm
3800 N. Lamar Blvd., Ste. 200
Austin, Texas 78756

The City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

_____ Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all parties of record by delivering same to the parties' last known address via certified mail, return receipt requested, electronic mail, facsimile or hand delivery, or by other method authorized by the Texas Rules of Civil Procedure on this the 27th day of January, 2022.

/s/ Mylan W. Shaunfield
Mylan W. Shaunfield

TEMPORARY CONSTRUCTION ACCESS AND WORKSPACE EASEMENT
AGREEMENT

BCRUA Phase II Intake Tunnel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS TEMPORARY CONSTRUCTION ACCESS AND WORKSPACE EASEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2021, by **Laura C. Stich** and **Kenneth C. Ross**, whose legal address is 321 Calistoga Ct., Austin, TX 78732 (the "Grantor"), and the CITY OF ROUND ROCK, a Texas home rule city, whose address is 221 E. Main St., Round Rock, Texas 78664 ("City" or "Grantee") (collectively, the "Parties").

In consideration of the sum of Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, grants and delivers to the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor, and assigns, a non-exclusive Temporary Construction Access Easement (the "Temporary Construction Easement") in and across the real property described in **Exhibit A**, a copy of which is attached and incorporated by the reference (the "Temporary Easement Property"), to facilitate the City's construction of portions of its Phase 2 Raw Water Delivery System underground tunnel through use of a drop shaft (the "Project").

This Temporary Construction Access and Workspace Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Access and Workspace Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install the Project including excavating, securing, constructing, operating, upgrading, repairing, and maintaining of one vertical shaft not to exceed 30 inches in diameter to be used for survey control, for the delivery of concrete, and to facilitate construction of the Project. Grantee shall be allowed to store materials and equipment, cut or trim trees and shrubbery, remove obstructions, and perform temporary grading as necessary to facilitate construction of the project.

No hazardous material shall be stored within the Temporary Easement Property. At all times during the Temporary Construction Access and Workspace Easement the limits of the useable Temporary Easement Property will be fenced by Grantee with six (6) foot chain link fence or better, and silt fencing will be placed and maintained at all times around the perimeter areas. All gates providing access to the Temporary Easement Property shall be locked when not actually in use by Grantee. Grantee shall have the right of ingress and egress at all times for the purposes stated herein.

Upon expiration of the Temporary Construction Access and Workspace Easement, the Grantee, at its sole cost and expense, shall remove all fencing, and restore the Temporary Easement Property to as closely as commercially possible to substantially the same condition it was immediately prior to Grantee's use. Grantee shall remove all rubbish, spoils, equipment, and debris from the Temporary Easement Property and plug the vertical shaft.

The term of this Agreement shall begin in May 2022 upon the issuance of Notice to Proceed for contractors working within the Temporary Easement Property and shall extend until May 30, 2025 or until the Project has been completed, whichever first occurs, unless otherwise extended by the parties in writing.

2. Upon termination of this Agreement, all covenants in the instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, Grantee's indemnification obligations set forth in Paragraph 4, and the cost recovery provision set forth in Paragraph 13, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Access and Workspace Easement set forth in this Agreement. Upon request by Grantor, Grantee shall execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.
3. The Temporary Construction Access and Workspace Easement shall allow the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the construction of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 1 and for no other purpose. In no event may any use of the Temporary Easement Property by the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations in or upon the remaining adjacent property. To the extent allowed by law, the City shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof in carrying out the purposes of this Easement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.
4. Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Access and Workspace Construction Easement to the City.

10. The benefits and burdens of the Temporary Construction Access and Workspace Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. This Agreement shall be recorded by City but shall nevertheless become effective upon the date of final execution by all parties and delivery of same to the City.
12. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination or expiration of this Agreement.
13. Subject to existing matters of record affecting the Easement Property, Grantor warrants and shall forever defend this Temporary Construction Access and Workspace Easement to Grantee against anyone lawfully claiming or to claim the Easement or any part thereof when the claim is by, through or under Grantor, but not otherwise.
14. When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "Grantee" and "Grantor" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

Laura C. Stich

Kenneth C. Ross

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Laura C. Stich**, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Kenneth C. Ross**, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____
by _____, in the capacity and for the purposes and consideration recited
herein.

Notary Public—State of Texas

AGREED AND ACKNOWLEDGED:

BRUSHY CREEK REGIONAL UTILITY AUTHORITY

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
by _____, in the capacity and for the purposes and consideration recited
herein.

Notary Public—State of Texas

After recording return to:

Cobb, Fendley & Associates, Inc. / Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

Exhibit "B"

BCRUA 022

LAURA C. STICH AND KENNETH C. ROSS



804 Las Cimas Pkwy., Suite 150
Austin, Texas 78746

0.373 ACRE

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 0.373 ACRE STRIP OF LAND LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A", OF THE GATE HOLLOW ESTATES ADDITION, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 200600049 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) AND CONVEYED TO LAURA C. STICH AND KENNETH C. ROSS, BY DEED OF RECORD IN T.C.C.D. 2006070133 OF THE O.P.R.T.C.T. SAID 0.373 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH YELLOW CAP (ILLEGIBLE) FOUND, IN THE SOUTHWEST MARGIN OF LIME CREEK ROAD (R.O.W. WIDTH VARIES), MARKING THE NORTH CORNER OF SAID LOT 5 AND THE HEREIN DESCRIBED EASEMENT AND THE EAST CORNER OF LOT 6, BLOCK "A", OF SAID GATE HOLLOW ESTATES ADDITION;

THENCE S 22°31'16" E – 103.77' WITH THE SOUTHWEST MARGIN OF LIME CREEK ROAD, ALONG THE NORTHEAST LINE OF SAID LOT 5, TO A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTHEAST LINE OF SAID LOT 5;

THENCE S 28°05'09" E – 67.57' WITH THE SOUTHWEST MARGIN OF LIME CREEK ROAD, ALONG THE NORTHEAST LINE OF SAID LOT 5, TO A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND MARKING THE EAST CORNER OF SAID LOT 5 AND THE HEREIN DESCRIBED EASEMENT AND THE NORTH CORNER OF LOT 4, BLOCK "A" OF SAID GATE HOLLOW ESTATES ADDITION;

THENCE S 49°29'10" W – 100.00' WITH THE COMMON LINE BETWEEN SAID LOTS 4 AND 5, TO A POINT AT THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND MARKING THE SOUTH CORNER OF SAID LOT 5 BEARS S 40°29'10" E – 339.72';

THENCE N 24°52'33" W – 172.92' CROSSING SAID LOT 5, TO A POINT IN THE COMMON LINE BETWEEN SAID LOTS 5 AND 6, TO A POINT AT THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND FOR THE WEST CORNER OF SAID LOT 5 BEARS S 50°32'26" E – 339.52';

THENCE N 50°32'26" E – 100.00' WITH THE COMMON LINE BETWEEN SAID LOTS 5 AND 6, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.373 ACRE OF LAND. SURVEYED BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122 ON DECEMBER 20, 2019. BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS AND THE DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: DECEMBER 13, 2019

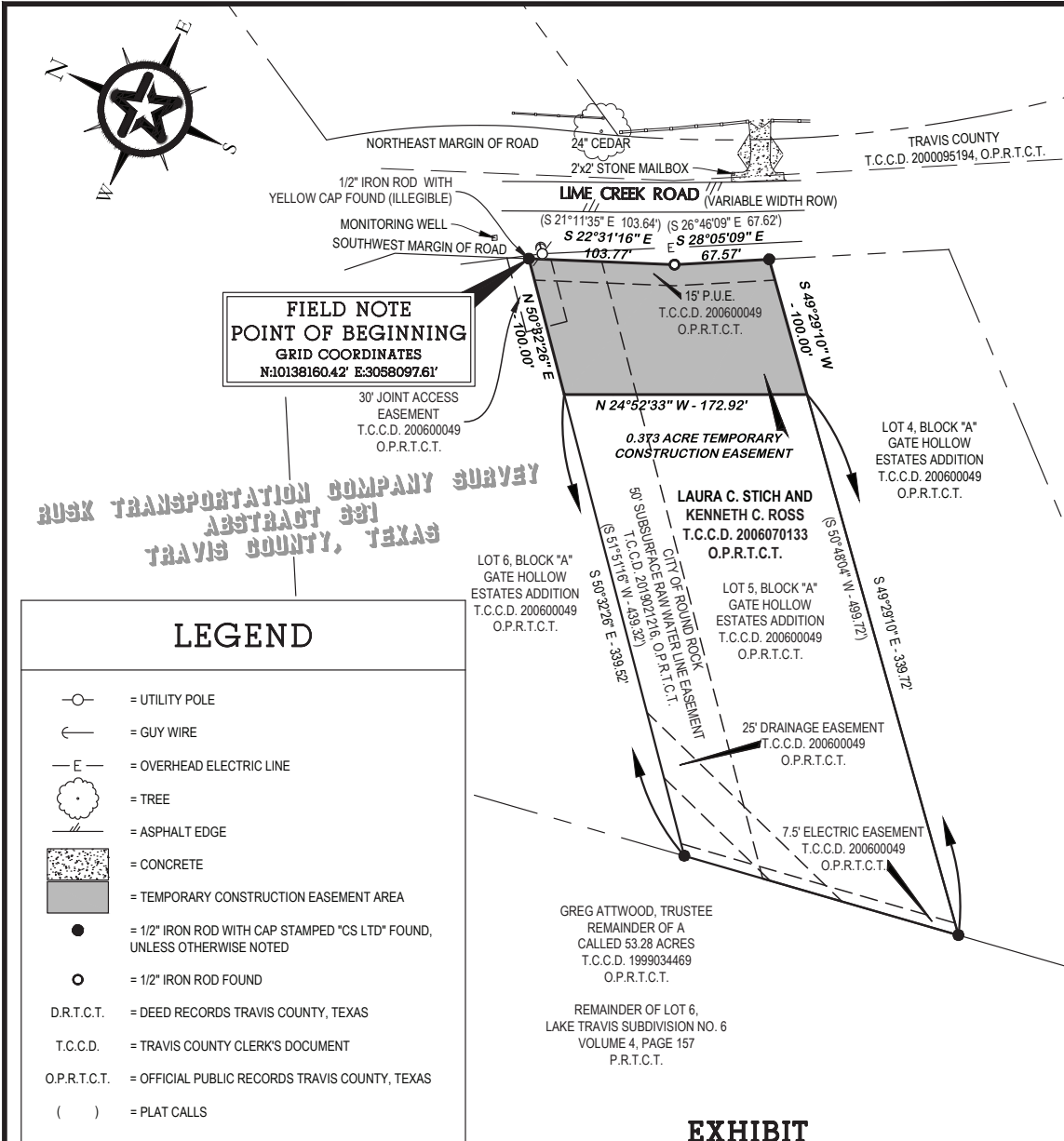

WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1762
FIELD NOTE NO. 022 TCE
MAP CHECKED: 04/210/2020-WCH

www.WalkerPartners.com

BCRUA 022
 LAURA C. STICH AND KENNETH C. ROSS



**FIELD NOTE
 POINT OF BEGINNING
 GRID COORDINATES
 N:10138160.42' E:3058097.61'**

**RUSK TRANSPORTATION COMPANY SURVEY
 ABSTRACT 681
 TRAVIS COUNTY, TEXAS**

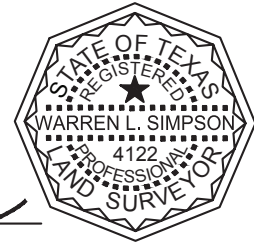
LEGEND	
	= UTILITY POLE
	= GUY WIRE
	= OVERHEAD ELECTRIC LINE
	= TREE
	= ASPHALT EDGE
	= CONCRETE
	= TEMPORARY CONSTRUCTION EASEMENT AREA
	= 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND, UNLESS OTHERWISE NOTED
	= 1/2" IRON ROD FOUND
D.R.T.C.T.	= DEED RECORDS TRAVIS COUNTY, TEXAS
T.C.C.D.	= TRAVIS COUNTY CLERK'S DOCUMENT
O.P.R.T.C.T.	= OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
()	= PLAT CALLS

EXHIBIT

OF A 0.373 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A LOT 5, BLOCK "A", OF THE GATE HOLLOW ESTATES ADDITION, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 200600049 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO LAURA C. STICH AND KENNETH C. ROSS, BY DEED OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 2006070133 OF THE OFFICIAL PUBLIC RECORD OF TRAVIS COUNTY, TEXAS

SURVEYOR'S NOTES:
 SURVEYED: DECEMBER 13, 2019
 FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
 0.373 ACRE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS
 THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.
 THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES, OBTAINED WITH AN APPLIED SCALE FACTOR OF 1.00013. (GRID VALUE x SCALE FACTOR = SURFACE VALUE)

GREG ATTWOOD, TRUSTEE
 REMAINDER OF A
 CALLED 53.28 ACRES
 T.C.C.D. 1999034469
 O.P.R.T.C.T.
 REMAINDER OF LOT 6,
 LAKE TRAVIS SUBDIVISION NO. 6
 VOLUME 4, PAGE 157
 P.R.T.C.T.



Warren L. Simpson
 WARREN L. SIMPSON, R.P.L.S. 4122
 lsimpson@walkerpartners.com

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Walker Partners
 engineers ★ surveyors
 804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
 Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10194317



PLAT NO. 1762 PROJ. NO. 3-00619 DRAFTED 01/23/2020
 TAB EXH F/N NO 22 TCF/FB/PAGE 3-25/18 DRAWN BY WCH
 DWG. NAME 3PARCEL-022-STICH TCE MAP CHK'D 04/10/2020

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 022-STICH TCE.DWG, EXH, 4/10/2020 2:13:27 PM, wharmon, 1:1