

**EXHIBIT****"A"**

BCT—Parcel 4

CAUSE NO. 18-0567-CC2

CITY OF ROUND ROCK, TEXAS  
**Condemnor**

V.

VHA PROPERTIES, LLC and  
COMMERCE NATIONAL BANK  
**Condemnees**

§ IN THE COUNTY COURT AT LAW

§

§

§

§ NUMBER TWO OF

§

§

§

§ WILLIAMSON COUNTY, TEXAS

**AGREED JUDGMENT**

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties executing this document below 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 a public recreational trail facility easement interest in and to approximately 0.424 acre (Parcel 4) 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 (the "Easement Property"), and as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about April 20, 2018, 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, and a writ of possession for such purposes, be vested in the **CITY OF ROUND ROCK, TEXAS** and its assigns for the purpose of constructing, reconstructing, realigning, widening and/or maintaining trail facilities and related appurtenances, and to perform associated public use and purposes.

The specific trail easement rights granted to and acquired by Condemnor herein in and to the Easement Property by this Judgment are more particularly described in the Trail Easement document attached hereto as Exhibit "B" and incorporated herein for all 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 by and between the parties named herein, including both the property to be acquired and any damages to any remaining property, that Condemnees shall recover from Condemnor the sum of SIXTY-NINE THOUSAND SEVEN HUNDRED FOUR and 00/100 Dollars (\$69,704.00) for acquisition of the Easement Property, and for any damages to the remaining property of Condemnee, and of which total amount:

1. SIXTY-NINE THOUSAND SEVEN HUNDRED FOUR and 00/100 Dollars (\$69,704.00) has previously been deposited in the registry of the Court by Condemnor and withdrawn by Condemnees, and for which sum Condemnor is hereby given full credit and for which no execution shall issue.

It is further ORDERED that Condemnee Commerce National Bank, having previously filed a duly executed Disclaimer of Interest on file in this Cause, shall take nothing in and by this Judgment

It is further ORDERED that all costs of Court 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.

*[signature pages follow]*

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

/s/ Don Childs  
Don Childs  
State Bar No. 00795056  
**Sheets & Crossfield, P.C.**  
309 East Main Street  
Round Rock, Texas 78664  
512/255-8877  
512/255-8986 (fax)  
[don@scrllaw.com](mailto:don@scrllaw.com)  
Attorneys for Condemnor

**APPROVED AND AGREED:**

CITY OF ROUND ROCK, TEXAS

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AGREED AS TO SUBSTANCE AND FORM:**

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Sue Wall  
State Bar No. 20757120  
**Brady & Hamilton Womack McClish**  
1801 Lavaca, Suite 120  
512.474.9875  
[swall@bhlawgroup.com](mailto:swall@bhlawgroup.com)  
Attorneys for BHA Properties, LLC

County: Williamson  
Parcel: Parcel 4 (VHA Properties LLC)  
Project: Heritage Trail

EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.424 ACRE (18,477 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, "BLOCK A" OF THE OPUS SUBDIVISION RECORDED IN CABINET Q SLIDES 41-42 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AND CONVEYED TO VHA PROPERTIES LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016059253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.424 ACRE (18,477 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the easterly boundary line of that called 11.6049 acre tract of land, conveyed to MFT-The Creek, LLC by instrument recorded in Document No. 2012092901 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 1, for the most southwesterly corner of the herein described tract, and from which a ½" iron rod found, being an angle point in the common boundary line of said 11.6049 acre tract and said Lot 1, bears S 20°47'38" E at a distance of 10.91 feet;

**THENCE**, continuing with said common boundary line, the following two (2) courses:

- 1) N 20°47'38 W for a distance of 52.93 feet to a calculated angle point;
- 2) N 50°24'47 W for a distance of 0.25 feet to a calculated point, for the most northwesterly corner of the herein described tract;

**THENCE**, departing said 11.6049 acre boundary line, through the interior of said Lot 1, the following six (6) courses:

- 3) N 86°19'32 E for a distance of 14.62 feet to a calculated point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of 34°16'56", a radius of 50.00 feet, an arc length of 29.92 feet and a chord which bears, S 76°32'00" E for a distance of 29.47 feet to a calculated point of tangency;
- 5) S 59°23'32" E for a distance of 142.69 feet to a calculated point of curvature to the left;
- 6) Along said curve to the left, having a delta angle of 29°00'05", a radius of 75.00 feet, an arc length of 37.96 feet and a chord which bears, S 73°53'35" E for a distance of 37.56 feet to a calculated point of reverse-curvature;
- 7) Along a curve to the right, having a delta angle of 11°23'38", a radius of 325.00 feet, an arc length of 64.63 feet and a chord which bears, S 82°41'49" E for a distance of 64.52 feet to a calculated point of tangency;
- 8) S 76°59'59" E for a distance of 42.56 feet to a calculated point of curvature, being in the common boundary line of that called 0.317 acre tract of land conveyed to Tilden W. and Kimberly J. Baack by Document No. 2000036940 Official Public Records of Williamson County, Texas, same being the easterly boundary line of said Lot 1, for the most northeasterly corner of the herein described tract;

**THENCE**, continuing with the common boundary line of said 0.317 acre tract and said Lot 1, the following two (2) courses:

- 9) Along a curve to the left, having a delta angle of 28°37'52", a radius of 95.02 feet, an arc length of 47.48 feet and a chord which bears, S 54°09'20" E for a distance of 46.99 feet to a calculated point of reverse-curvature;

County: Williamson  
Parcel: Parcel 4 (VHA Properties LLC)  
Project: Heritage Trail

- 10) Along a curve to the right, having a delta angle of  $62^{\circ}02'37''$ , a radius of 55.01 feet, an arc length of 59.57 feet and a chord which bears,  $S\ 37^{\circ}27'05''\ E$  for a distance of 56.70 feet to a calculated point, for the most southeasterly corner of the herein described tract;

THENCE, departing said 0.317 acre tract, through the interior of said Lot 1, the following five (5) courses:

- 11) Along a curve to the left, having a delta angle of  $19^{\circ}36'13''$ , a radius of 75.00 feet, an arc length of 25.66 feet and a chord which bears,  $N\ 67^{\circ}11'53''\ W$  for a distance of 25.54 feet to a calculated point of tangency;
- 12)  $N\ 76^{\circ}59'59''\ W$  for a distance of 104.42 feet to a calculated point of curvature to the left;
- 13) Along said curve to the left, having a delta angle of  $11^{\circ}23'38''$ , a radius of 275.00 feet, an arc length of 54.69 feet and a chord which bears,  $N\ 82^{\circ}41'49''\ W$  for a distance of 54.60 feet to a calculated point of reverse-curvature;
- 14) Along a curve to the right, having a delta angle of  $29^{\circ}00'05''$  a radius of 125.00 feet, an arc length of 63.27 feet and a chord which bears,  $N\ 73^{\circ}53'35''\ W$  for a distance of 62.60 feet to a calculated point of tangency;
- 15)  $N\ 59^{\circ}23'32''\ W$  for a distance of 141.33 feet to the POINT OF BEGINNING, containing 0.424 acres, (18,477 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS                    §  
   §      KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

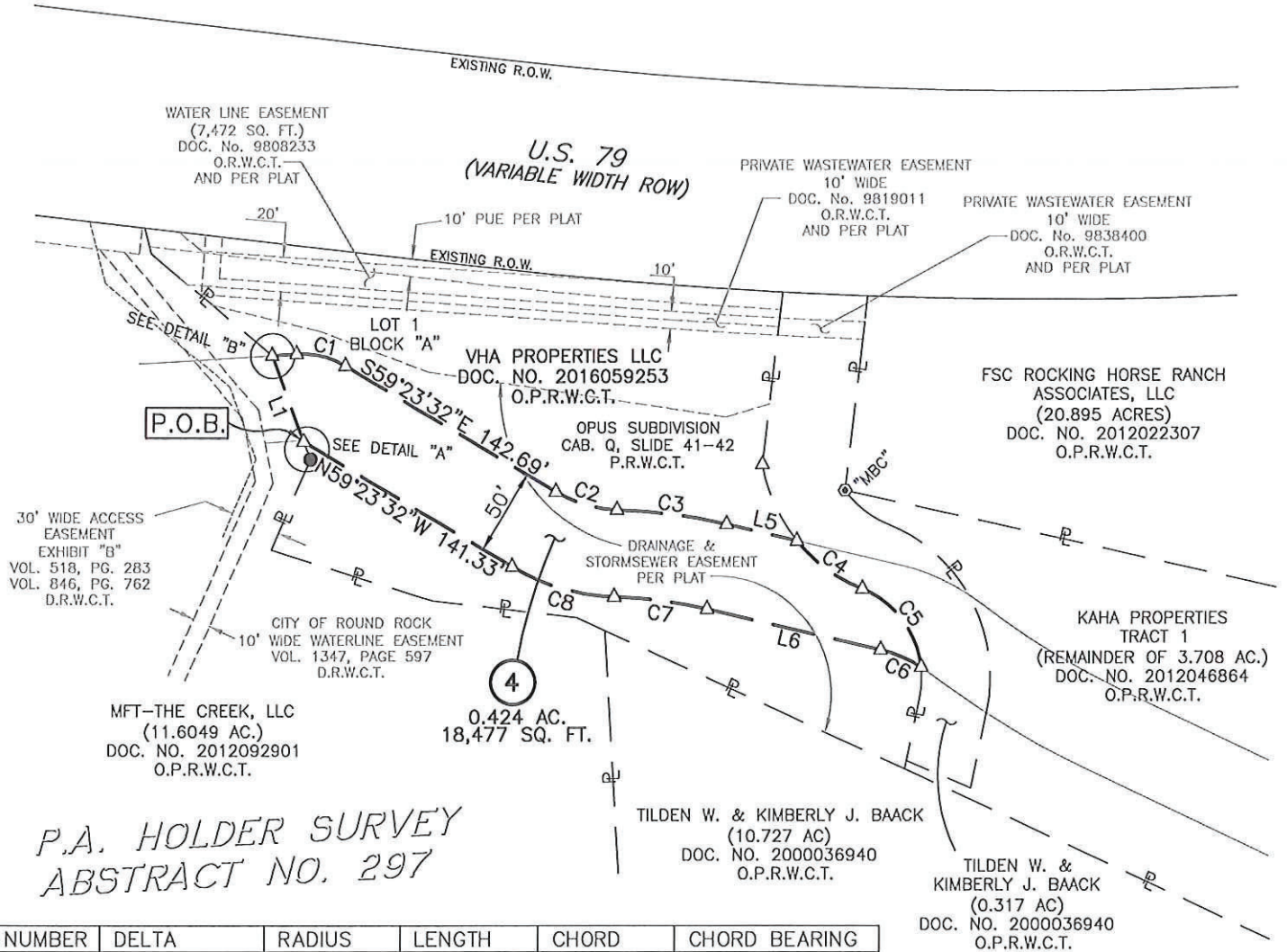
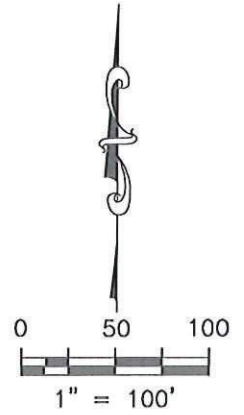
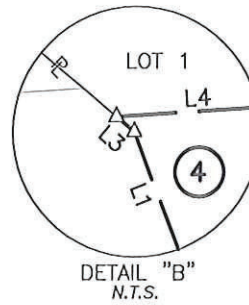
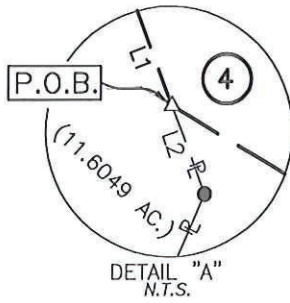
*07/13/2017*  
Date





# EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

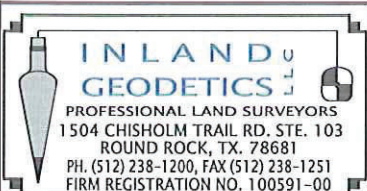
NO.	BEARING	DISTANCE
L1	N20°47'38"W	52.93'
L2	S20°47'38"E	10.91'
L3	N50°24'47"W	0.25'
L4	N86°19'32"E	14.62'
L5	S76°59'59"E	42.56'
L6	N76°59'59"W	104.42'



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	34°16'56"	50.00'	29.92'	29.47'	S76°32'00"E
C2	29°00'05"	75.00'	37.96'	37.56'	S73°53'35"E
C3	11°23'38"	325.00'	64.63'	64.52'	S82°41'49"E
C4	28°37'52"	95.02'	47.48'	46.99'	S54°09'20"E
C5	62°02'37"	55.01'	59.57'	56.70'	S37°27'05"E
C6	19°36'13"	75.00'	25.66'	25.54'	N67°11'53"W
C7	11°23'38"	275.00'	54.69'	54.60'	N82°41'49"W
C8	29°00'05"	125.00'	63.27'	62.60'	N73°53'35"W

REVISED: 07/11/2017

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**PARCEL 4  
EASEMENT  
0.424 ACRES  
18,477 SQUARE FEET**

S:\\_CORR-PROJECTS\PARKS-REC\HERITAGE TRAIL\TOWN AVE-GRIMES\PARCELS\VHA PROPERTIES LLC PARCEL 4\VHA-PROPERTIES-4-REV.DWG

## LEGEND

## PLAT TO ACCOMPANY DESCRIPTION

⊙	IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE	( )	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS		
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS		
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1609642-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 6, 2016, ISSUE DATE JULY 15, 2016.

1. RESTRICTIVE COVENANTS: CABINET Q, SLIDE 41, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 9609150 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10 I. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 54, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 375, PAGE 621, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 351, PAGE 331, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS BLANKET EASEMENT SUBJECT TO, AND MODIFIED OR AMENDED IN VOLUME 947, PAGE 60, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 353, PAGE 133, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

M. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 443, PAGE 188, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

N. EASEMENT FOR ACCESS RECORDED IN VOLUME 518, PAGE 283, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

O. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 608, PAGE 250, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

REVISED: 07/11/2017

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PARCEL 4  
EASEMENT  
0.424 ACRES  
18,477 SQUARE FEET



## PLAT TO ACCOMPANY DESCRIPTION

P. EASEMENT FOR ACCESS AND UTILITY RECORDED IN VOLUME 846, PAGE 161, DOES NOT AFFECT, AND VOLUME 846, PAGE 762, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

Q. WASTEWATER EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT, RECORDED IN VOLUME 1619, PAGE 354, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. WATER AND WASTEWATER EASEMENT TO LOWER COLORADO RIVER AUTHORITY, RECORDED IN DOCUMENT NO. 9716211, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

S. WATER LINE EASEMENT TO CITY OF ROUND ROCK RECORDED IN DOCUMENT NO. 9808233, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

T. PRIVATE WASTEWATER EASEMENT TO AUSTIN ROCKING HORSE RANCH, LTD., RECORDED IN DOCUMENT NO. 9819011, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

U. PRIVATE WASTEWATER EASEMENT RECORDED IN DOCUMENT NO. 9838400, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

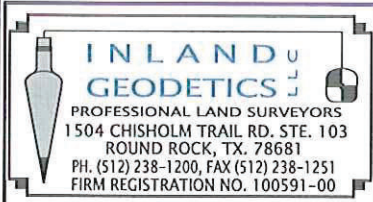
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo* 07/13/2017  
 LAWRENCE M. RUSSO  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



REVISED: 07/11/2017

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PARCEL 4  
 EASEMENT  
 0.424 ACRES  
 18,477 SQUARE FEET

# EXHIBIT "B"

## TRAIL EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§

§ **KNOW ALL BY THESE PRESENTS:**

§

That **VHA PROPERTIES, LLC, a Texas limited liability company**, and their successors and assigns, ("Grantor", whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the WILLIAMSON COUNTY, TEXAS, a home-rule municipality situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

All of that certain 0.424 AC tract of land in the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)(the "Easement")

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are non-exclusive, however Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered by this grant, unless otherwise specified herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

Grantor reserves the right to grant additional easements for utility use across the Easement, but not longitudinally over the Easement, provided (1) crossings are made at not less than approximate 45° angle to the trail facilities; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Grantee's trail facilities, as reasonably determined by Grantee. If approval by City of Round Rock is required, then such approval shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (b) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements; provided, however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

This Easement is being delivered in lieu of condemnation.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*[signature pages follow]*



