

**SHUPE VENTURA, PLLC**  
**5310 Harvest Hill Road, Suite 182**  
**Dallas, TX 75230**

May 4, 2022

R. Matthew Molash  
817-405-9939  
Matt.molash@svlandlaw.com

**Via Email**

Mylan W. Shaunfield  
Sheets & Crossfield, P.L.L.C.  
309 E Main St.  
Round Rock, TX 78664

Re: Williamson County Municipal Utility District No. 25 and Williamson County, Texas v. Texas Crushed Stone Company, Cause No. 21-1736-CC3, County Court at Law No. 3, Williamson County, Texas ("Condemnation Proceeding")

Dear Mr. Shaunfield:

I represent Texas Crushed Stone Company ("TCS"), and you represent both Williamson County, Texas ("County") and Williamson County Municipal Utility District No. 25 ("WCMUD 25") in the Condemnation Proceeding. I write to confirm the terms of the proposed settlement agreement between TCS, County, and WCMUD 25.

1. Expressly subject to the conditions and terms stated below, TCS, County, and WCMUD 25 propose to settle the matters at issue in the Condemnation Proceeding by County and WCMUD 25 paying TCS the total sum of \$153,879.00 in exchange for a Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1.
2. No later than May 11, 2022, the County Commissioners Court, at a duly called and noticed meeting, will vote on whether to approve this Rule 11 settlement agreement. ("County Approval"). The County Approval, if given, shall be documented in the official meeting minutes for Williamson County, Texas.
3. No later than May 11, 2022, the Board of WCMUD No. 25, at a duly called and noticed meeting, will vote on whether to approve this Rule 11 settlement agreement. ("WCMUD 25 Approval"). The WCMUD 25 Approval, if given, shall be documented in the official meeting minutes for WCMUD 25.
4. If either the County Approval, the WCMUD 25 Approval, or both such approvals do not occur on or before May 11, 2022, then this Rule 11 agreement will be automatically null and void without further notice or action.
5. If both the County Approval and the WCMUD 25 Approval occur on or before May 11, 2022, then the following settlement terms will become effective as the date of the last to occur of the County Approval and the WCMUD 25 Approval ("Effective Date"):

(a) No later than fourteen (14) calendar days from the Effective Date, TCS, the County, and WCMUD 25 will each execute and deliver to the other parties the Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1.

(b) County and WCMUD 25 represent that the sum of ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-NINE and No/100 Dollars (\$153,879.00) ("Deposited Amount") has been deposited into the registry of the Court in the Condemnation Proceeding for the benefit of TCS. County and WCMUD agree that TCS has the right to withdraw the Deposited Amount from the registry of the Court free of any claims by County and WCMUD 25. TCS agrees to file, in the form attached as Exhibit 2, an agreed motion to withdraw the deposited funds from the registry of the Court no later than fourteen (14) calendar days after TCS receives a fully executed copy of the Nonexclusive Surface Use Only Easement Agreement in the form attached as Exhibit 1; County and WCMUD agree to TCS' motion to withdraw the Deposited Amount in the form attached as Exhibit 2.

(c) Within ten (10) calendar days of County and WCMUD 25 receiving notice, through their attorney, that TCS has received the Deposited Amount, County and WCMUD 25 will file a motion to dismiss the Condemnation Proceeding without prejudice using the form of Motion to Dismiss Without Prejudice attached as Exhibit 3 and the proposed Order of Dismissal Without Prejudice attached as Exhibit 4. TCS, County, and WCMUD 25 agree that each party in the Condemnation Proceeding shall bear its own attorneys' fees, expert fees, and costs in the Condemnation Proceeding.

(d) By this Rule 11 agreement, County and WCMUD 25 acknowledge, but disagree with, TCS' assertion that because this Rule 11 settlement agreement is a settlement of a statutory condemnation case, neither County nor WCMUD 25 have immunity from liability or immunity from suit with respect to a claim made and a lawsuit filed to enforce the terms of this Rule 11 settlement agreement. *See, e.g., Hughes v. Tom Green County*, 573 S.W.3d 212 (Tex. 2019); *Tex. A & M Univ.-Kingsville v. Lawson*, 87 S.W.3d 518 (Tex. 2002).

Please confirm the County's and WCMUD No. 25's agreement to the foregoing by signing in the space provided below and returning a signed copy to me for filing with the Court. Thank you.

Sincerely,



R. Matthew Molash

**AGREED:**



Mylan Shaunfield  
Attorney for Williamson County, Texas and  
Williamson County Municipal Utility District No. 25

# EXHIBIT 1

**NONEXCLUSIVE SURFACE USE ONLY  
EASEMENT AGREEMENT  
(2.039 Acres)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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

THAT TEXAS CRUSHED STONE COMPANY ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in lieu of condemnation and subject to the exceptions and reservations in this Easement Agreement, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto WILLIAMSON COUNTY, TEXAS and WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, a political subdivision of the State of Texas, their permitted successors and assigns ("Grantees"), a permanent and perpetual non-exclusive surface use only easement for the following purpose only:

periodically and temporarily increasing the surface water elevation on the surface of those certain tracts of land located in Williamson County, Texas, containing a total of 2.039 acres, as more particularly described in and shown on Exhibit A attached hereto and incorporated herein for all purposes (the "Easement Tracts") from Grantees' drainage of stormwater from Grantees' property onto the Easement Tracts.

Grantor expressly reserves the right to the use and enjoyment of the surface and subsurface of the Easement Tracts for any and all purposes, provided, however, that Grantor's use and enjoyment of the Easement Tracts shall not interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement Tracts by Grantees in accordance with the terms of, and solely for the purposes expressly set forth in, this Easement Agreement; notwithstanding the foregoing or anything to the contrary in this Easement Agreement or provided by law: (i) Grantees and Grantor agree that Grantor and Grantees shall have equal rights to use the surface of the Easement Tracts for stormwater drainage onto the surface of those tracts; and (ii) without limiting the foregoing, Grantees agrees that Grantor and its successors and assigns will have the right

to direct surface water from Grantor's property to, across, over, and on the Easement Tracts in connection with the current and future use and development of Grantor's property. Grantees further agree and represent that the acquisition of their rights under this Easement Agreement should not diminish the rights of Grantor to jointly use the Easement Tracts and should not result in any additional expenses related to the development of Grantor's adjacent properties. Grantor and Grantees further agree that this drainage easement is limited in scope and that Grantor was not compensated for anything other than the rights as specifically identified in this Easement document: (i) periodically and temporarily increasing, from Grantees' drainage of stormwater from Grantees' adjacent property, the surface water elevation on the surface of the Easement Tracts; and (ii) the related rights of ingress, egress, and regress, inspection, and removal of debris as specifically set forth below.

Grantor shall not, without the prior written consent of Grantee Williamson County, which consent will not be unreasonably withheld, delayed, or conditioned, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the surface of the Easement Tracts; (ii) install or permit the installation of above-surface pipelines or other above-surface facilities on the surface of the Easement Tracts; or (iii) raise the grade of the Easement Tracts in any way that unreasonably interferes with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement. Any request for consent pursuant to this or any other paragraph, shall be sent by Grantor by certified mail to:

Williamson County, Texas  
c/o County Engineer  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Grantor reserves all water, oil, gas, rock, sand, gravel, and any other materials or minerals in, on, or under the Easement Tracts, and reserves the right to use the surface of the Easement Tracts for the purpose of exploring, developing, mining, or drilling for the same; provided, Grantor shall not unreasonably interfere with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement. Without limitation, Grantor shall have the right to excavate in and lower the grade of the Easement Tracts provided that such excavation or lowering of the grade does not unreasonably interfere with the Grantees' use of the Easement Tracts for the purposes specifically permitted by this Easement Agreement.

Grantees shall have no right to: (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other improvements or other obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Easement Tracts; (ii) install or permit the installation of above-surface pipelines or other facilities within the Easement Tracts; or (iii) raise the grade of the Easement Tracts. Subject to and conditioned on ten (10) days advance written notice, Grantees shall have the right of ingress, egress, and regress across the surface of the Easement Tracts and the surface of any existing roads on Grantor's property adjacent to the Easement Tracts solely for the purposes of inspection of and removal of debris from the Easement Tracts necessary to prevent restrictions to the reasonable and adequate flow of stormwater across the surface of the Easement Tracts; the condition of ten days advance notice shall not apply if a public health and safety emergency requires immediate access to the Easement Tracts for the purposes permitted by this Easement Agreement, in which case Grantees will give Grantor such notice as is practicable in the circumstances.

Grantor's grants of rights to Grantee by this Easement Agreement is made without warranty except the special warranty of title contained in this Easement Agreement. This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tracts and appearing of record in the Official Public Records of Williamson County, Texas, to the extent in effect and validly enforceable against the Easement Tracts (the "Permitted Encumbrances").

**GRANTEES ARE TAKING THEIR RIGHTS TO USE THE EASEMENT TRACTS "AS IS, WHERE IS" AND WITHOUT ANY REPRESENTATIONS OR ANY EXPRESS OR IMPLIED WARRANTIES. GRANTOR DISCLAIMS ANY WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS EASEMENT AGREEMENT) AND REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE SUITABILITY OF THE EASEMENT TRACTS FOR GRANTEES' USES. GRANTEES REPRESENT AND WARRANT TO GRANTOR THAT GRANTEES ARE RELYING SOLELY ON GRANTEES' OWN INDEPENDENT INSPECTIONS TO DETERMINE SUCH SUITABILITY.**

Grantees may not assign, sell, or otherwise transfer any rights under this Easement Agreement, or any rights related to the Easement Tracts, to any nongovernmental party. Grantees may may not assign, sell, or otherwise transfer any rights under this Easement Agreement, or any rights related to the Easement Tracts, to any governmental party without Grantor's written consent, provided that Grantees may assign the Easement Agreement to the City of Georgetown, Texas or any other governmental entity with jurisdiction over the Easement Tracts and with eminent domain authority without Grantor's written consent but expressly conditioned on the City of Georgetown or such

other governmental entity accepting in writing the assignment of the Easement Agreement. Any attempted sale, assignment, or transfer by Grantees, or either of them, without Grantor's consent, when required, shall be void and of no force and effect.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantees and their respective permitted successors and permitted assigns except as otherwise provided in this Easement Agreement.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor. The individuals signing this instrument on behalf of Grantees represent that he/she has the requisite authority to bind the Grantee for whom he/she is signing.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas and the laws of the United States of America, as applicable, without regard to conflict of laws and principles.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Except as provided above regarding Grantor's request for consent, any notice or other communication required by this Agreement to be given, provided, or delivered to a party shall be in writing addressed to the other party as set forth below. Notices shall only be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; or (b) if by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

Texas Crushed Stone Company:

Texas Crushed Stone Company  
c/o W. B. Snead, President  
P.O. Box 1000  
Georgetown, TX 78627-1000

With a copy to:

Shupe Ventura, PLLC  
Attn: Misty Ventura  
9406 Biscayne Blvd.  
Dallas, Texas 75218

**Williamson County Municipal Utility District No. 25:**

**Williamson County Municipal Utility District No. 25  
c/o Allen Boone  
Humphries Robinson LLP  
1108 Lavaca Street, Suite 510  
Houston, Texas 78701.**

**Williamson County, Texas:**

**Williamson County, Texas  
c/o County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626**

Each party has the right to change, from time to time, its notice addresses by giving at least ten (10) days written notice to the other party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Notwithstanding any other provision or term in this document Grantor and Grantees agree and stipulate that:

(a) Grantor would not enter into this Easement Agreement but for Grantees' intended use of their eminent domain powers to acquire the rights Grantees have acquired by this Easement Agreement, as further described in Cause No. 21-1736-CC3, Williamson County, Texas;

(b) Grantees are acquiring under the threat of condemnation the permanent right to periodically and temporarily increase the surface water elevation on the surface of the Easement Tracts from Grantees' drainage of stormwater from Grantees' property onto the Easement Tracts based upon Grantees' drainage studies that show that the only part of Grantor's property that will be affected by Grantees' drainage of stormwater is the surface of the Easement Tracts and that no drainage improvements are required on the Easement Tracts or Grantor's remainder property in order for Grantees' increased stormwater to flow onto and off of Grantor's remainder property in accordance with the Texas Water Code, common law, and all other applicable laws without any changes to Grantor's remainder property or any other action by Grantor;

(c) The Easement Tracts and Grantors' remaining property are subject to and shall not effect or diminish the vested rights, if any, as described in that certain agreement recorded in the real property records of Williamson County, Texas at document no.



2011022308, and this Easement Agreement is subject to that agreement.

(d) Nothing involving, relating to, or arising from Grantor entering into this Easement Agreement shall make Grantor responsible for the quality, quantity, velocity, or other characteristics of any water, contaminant, substance, or other matter directed to or discharged in, on, or across the Easement Tracts by Grantees, by Grantees' permitted successors or permitted assigns, or by any person or entity claiming rights by, through or from Grantees or either of them;

(e) Grantor disclaims responsibility to any person or entity for any claim or assertion by such person or entity that water directed to or discharged on, in, or across the Easement Tracts by Grantees or their permitted successors or assigns has caused such person or entity injury, damage or harm;

(f) Nothing involving, relating to, or arising from Grantor entering into this Easement Agreement shall make Grantor responsible for detaining water on Grantor's property that, but for Grantees' use of the Easement Tracts, would not need to be detained;

(g) There are no third-party beneficiaries of any type (incidental, donee, creditor, or otherwise) to Grantees' rights under this Easement Agreement other than Grantees' permitted assigns;

(h) To the extent any rights or benefits are implied by law to Grantees as an easement holder, Grantee waives such rights and benefits and agrees the terms of this Easement Agreement will solely govern the relationship between Grantor and Grantee as it relates to Grantees' rights; and

(i) Without limiting Grantor's right to use the Easement Tracts or Grantors' remainder land for any other purposes, Grantor shall have the right to use the Easement Tracts and the remainder of Grantor's lands for mining, dredging, or other production of rock, aggregate, sand, gravel, and any and all other substances, mineral, or materials so long as such activities do not unreasonably interfere with Grantees' rights to use the Easement Tracts as specifically provided in this Easement Agreement.

Subject to the reservations and other matters set forth in this Easement Agreement and the Permitted Encumbrances, Grantor does hereby bind itself and its successors and permitted assigns to WARRANT AND FOREVER DEFEND, all and singular, the rights to use the Easement Tracts specifically described in this Easement Agreement unto Grantees and their permitted successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**TEXAS CRUSHED STONE COMPANY**

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

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

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

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in the capacity \_\_\_\_\_ and for the purposes and consideration recited herein.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED by Grantees on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

**GRANTEE:**

**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 25**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ and \_\_\_\_\_ of the Board of Directors of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**AGREED TO AND ACCEPTED BY GRANTEE:**

**WILLIAMSON COUNTY, TEXAS**

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

Bill Gravell, Jr., County Judge

**Acknowledgement**

State of Texas

County of Williamson

This instrument was acknowledged before me on \_\_\_\_ day, \_\_\_\_\_, 2022, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public's Signature

**Attachment:**

Exhibit A - Description and Sketch of the Easement Tract

**After recording, please return to:**

# EXHIBIT A

Williamson County, Texas  
I. Donagan Survey, A-178

2.039 Acres  
Page 1 of 6

## FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.039 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 190.40 ACRE TRACT DESCRIBED IN THE DEED TO TEXAS CRUSHED STONE COMPANY OF RECORD IN VOLUME 743, PAGE 47, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.039 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING COMPRISED OF TRACT 1 (1.317 ACRES), AND TRACT 2 (0.722 OF ONE ACRE), AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

### TRACT 1: 1.317 ACRES

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas, from which a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 1,026.81 feet;

THENCE S 01°52'09" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, a distance of 626.15 feet to a calculated point for the northwest corner and POINT OF BEGINNING of the tract described herein; from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 400.66 feet;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty (20) courses and distances:

1. S 82°41'00" E, a distance of 63.31 feet to a calculated angle point,
2. S 71°25'17" E, a distance of 95.54 feet to a calculated angle point,
3. S 68°01'05" E, a distance of 31.78 feet to a calculated angle point,
4. S 57°18'45" E, a distance of 70.37 feet to a calculated angle point,
5. S 62°49'34" E, a distance of 79.52 feet to a calculated angle point,
6. N 85°29'50" E, a distance of 53.00 feet to a calculated angle point,
7. N 87°54'09" E, a distance of 106.48 feet to a calculated angle point,
8. S 82°38'29" E, a distance of 34.15 feet to a calculated point for the east corner of the tract described herein,
9. S 73°20'38" W, a distance of 12.09 feet to a calculated angle point,
10. S 68°11'32" W, a distance of 40.92 feet to a calculated angle point,
11. S 60°32'55" W, a distance of 29.38 feet to a calculated angle point,
12. S 75°58'35" W, a distance of 68.77 feet to a calculated angle point,
13. S 66°03'16" W, a distance of 43.80 feet to a calculated angle point,
14. N 86°02'55" W, a distance of 32.31 feet to a calculated angle point,
15. S 72°35'52" W, a distance of 59.44 feet to a calculated angle point,
16. S 80°13'55" W, a distance of 65.46 feet to a calculated angle point;
17. S 80°16'00" W, a distance of 39.46 feet to a calculated angle point,
18. S 58°27'42" W, a distance of 16.99 feet to a calculated angle point,

19. N 81°01'52" W, a distance of 64.16 feet to a calculated angle point, and
20. N 77°31'56" W, a distance of 48.06 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 190.12 feet;

THENCE N 01°52'09" W, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 210.54 feet to the **POINT OF BEGINNING** and containing 1.317 acres of land, more or less.

**TRACT 2: 0.722 OF ONE ACRE**

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas;

THENCE, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, the following three (3) courses and distances:

1. S 01°52'09" E, a distance of 1,026.81 feet to a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point,
2. S 01°10'35" E, a distance of 167.79 feet to a calculated point for an angle point, from which a 3/8-inch iron rod found bears S 01°12'20" E, a distance of 2.69 feet, and
3. S 00°03'58" W, a distance of 22.59 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty-eight (28) courses and distances:

1. S 85°07'30" E, a distance of 38.55 feet to a calculated angle point,
2. S 78°30'02" E, a distance of 61.29 feet to a calculated angle point,
3. N 86°25'44" E, a distance of 53.48 feet to a calculated angle point,
4. S 79°41'37" E, a distance of 37.29 feet to a calculated angle point,
5. S 58°01'07" E, a distance of 31.46 feet to a calculated angle point,
6. N 69°55'06" E, a distance of 48.53 feet to a calculated angle point,
7. N 52°23'39" E, a distance of 67.37 feet to a calculated angle point,
8. N 47°28'19" E, a distance of 55.87 feet to a calculated angle point,
9. N 51°10'01" E, a distance of 51.39 feet to a calculated angle point,
10. S 78°41'26" E, a distance of 28.34 feet to a calculated angle point,
11. N 36°22'37" E, a distance of 23.56 feet to a calculated angle point,
12. N 79°50'51" E, a distance of 41.55 feet to a calculated angle point,
13. N 72°31'07" E, a distance of 30.57 feet to a calculated angle point,
14. N 66°48'36" E, a distance of 32.44 feet to a calculated angle point,
15. N 86°22'18" E, a distance of 25.95 feet to a calculated angle point,

16. N 77°23'53" E, a distance of 22.52 feet to a calculated angle point,
17. N 65°25'35" E, a distance of 46.48 feet to a calculated angle point,
18. N 60°45'55" E, a distance of 46.96 feet to a calculated angle point,
19. N 57°40'56" E, a distance of 26.60 feet to a calculated angle point,
20. N 81°52'31" E, a distance of 4.85 feet to a calculated angle point,
21. S 04°20'45" W, a distance of 12.34 feet to a calculated angle point,
22. S 58°43'52" W, a distance of 95.37 feet to a calculated angle point,
23. S 74°34'29" W, a distance of 49.46 feet to a calculated angle point,
24. S 61°41'30" W, a distance of 156.24 feet to a calculated angle point,
25. S 66°14'13" W, a distance of 68.73 feet to a calculated angle point,
26. S 43°49'19" W, a distance of 83.44 feet to a calculated angle point,
27. S 58°34'41" W, a distance of 97.35 feet to a calculated angle point, and
28. N 84°48'12" W, a distance of 224.98 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron pipe found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 00°03'58" W, a distance of 250.49 feet;

**THENCE** N 00°03'58" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 68.65 feet to the **POINT OF BEGINNING** and containing 0.722 of one acre of land, more or less.

**FOR A TOTAL AREA OF 2.039 ACRES, BEING ALL OF TRACT 1 (1.317 ACRES) AND ALL OF TRACT 2 (0.722 OF ONE ACRE).**

**Bearing Basis:** Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

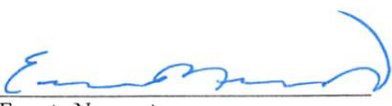
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

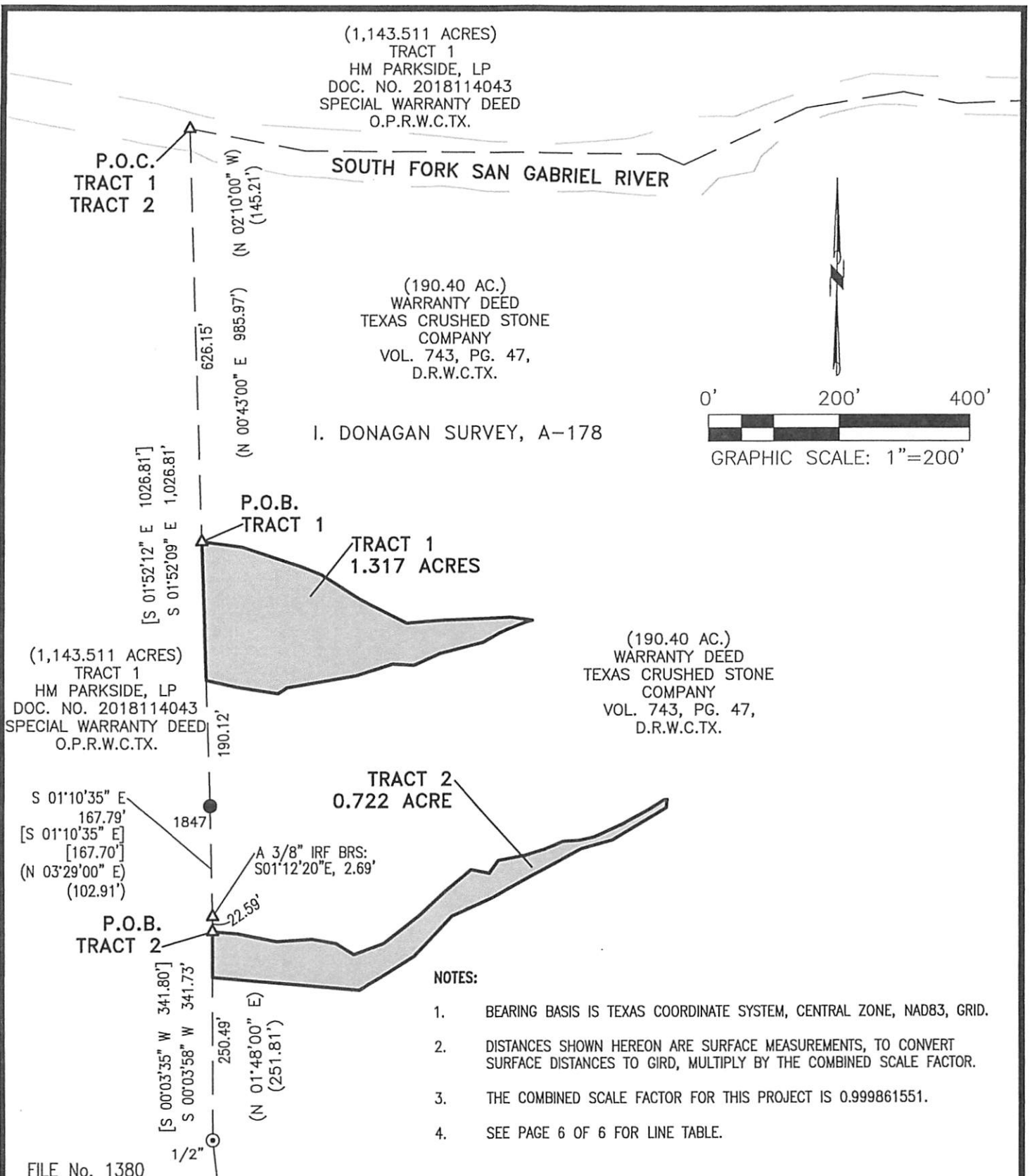
That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of March, 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03<sup>rd</sup> day of May 2021 A.D.

LANDDEV CONSULTING, LLC  
5508 Highway 290 West, Suite 150  
Austin, Texas 78735

  
Ernesto Navarrete  
Registered Professional Land Surveyor  
No. 6642 – State of Texas





**LAND DEV**

CONSULTING, LLC  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
OFFICE: 512.872.6696  
TBPLS FIRM NO. 10194101

**SURVEY SKETCH to Accompany Description:**

TRACT 1 - 1.317 ACRES  
TRACT 2 - 0.722 ACRE  
I. DONAGAN SURVEY, ABSTRACT No. 178  
WILLIAMSON COUNTY, TEXAS

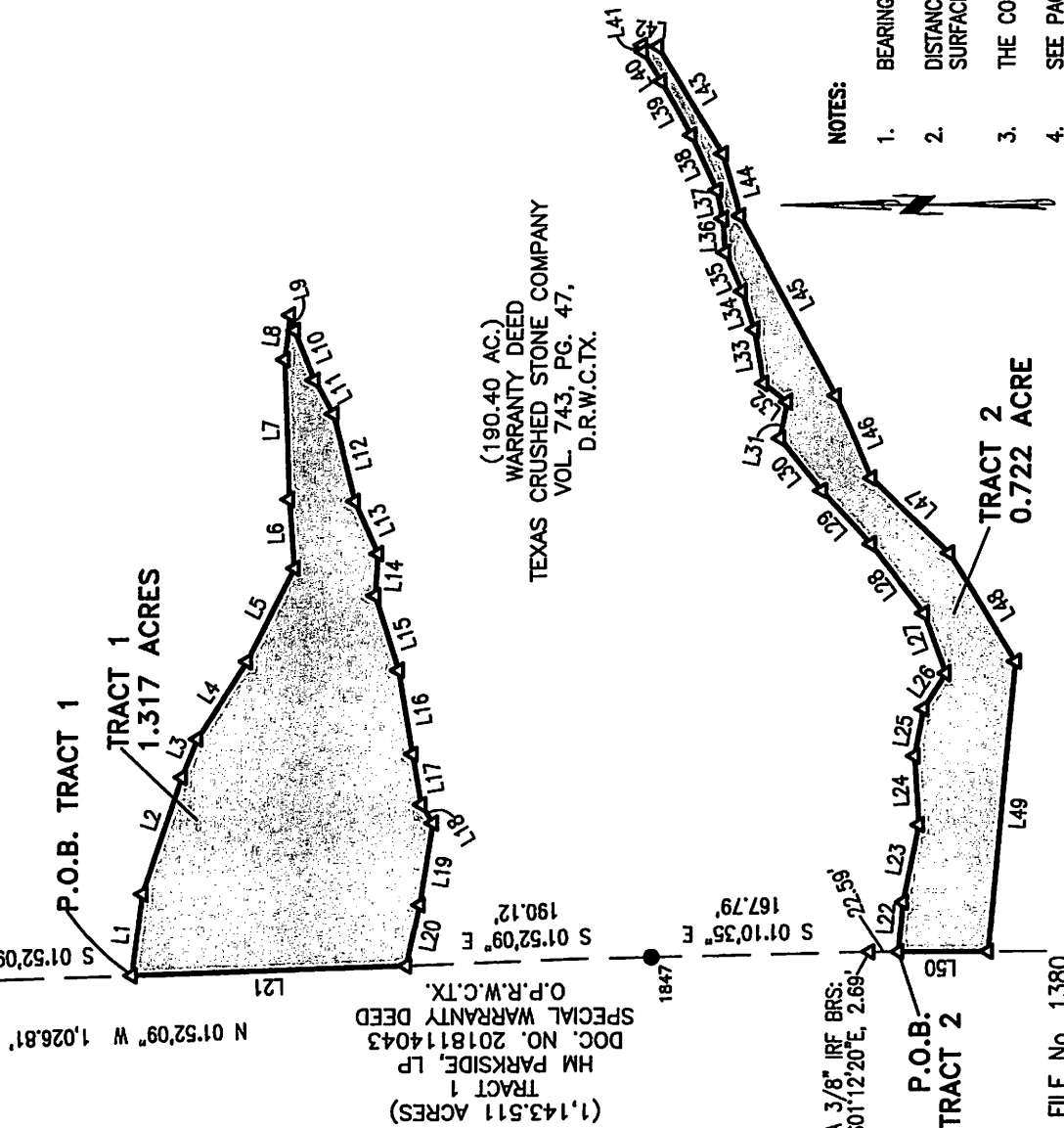
Rule 11 Agreement 0016



# I. DONAGAN SURVEY, A-178

## LEGEND

- 1847
- 1/2"
- △
- ( )
- [ ]
- P.O.C.
- P.O.B.
- D.R.W.C.TX.
- O.P.R.W.C.TX.
- 1/2" IRON ROD W/PLASTIC CAP STAMPED "RPLS 1847" FOUND
- 1/2" IRON PIPE FOUND
- CALCULATED POINT
- RECORD INFORMATION (PER VOL.743, PG.47, D.R.W.C.TX.)
- ADJOINER INFORMATION
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

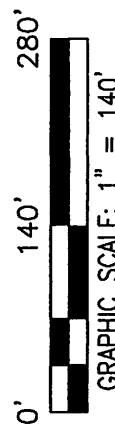


**LANDDEV**

CONSU LTING, L L C  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78738  
OFFICE: 512.872.6296  
TELEPHONE NO. 10194101

## SURVEY SKETCH to Accompany Description:

TRACT 1 - 1.317 ACRES  
TRACT 2 - 0.722 ACRE  
I. DONAGAN SURVEY, ABSTRACT No. 178  
WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 82°41'00" E	63.31'
L2	S 71°25'17" E	95.54'
L3	S 68°01'05" E	31.78'
L4	S 57°18'45" E	70.37'
L5	S 62°49'34" E	79.52'
L6	N 85°29'50" E	53.00'
L7	N 87°54'09" E	106.48'
L8	S 82°38'29" E	34.15'
L9	S 73°20'38" W	12.09'
L10	S 68°11'32" W	40.92'
L11	S 60°32'55" W	29.38'
L12	S 75°58'35" W	88.77'
L13	S 66°03'16" W	43.80'
L14	N 86°02'55" W	32.31'
L15	S 72°35'52" W	59.44'
L16	S 80°13'55" W	65.46'
L17	S 80°16'00" W	39.46'
L18	S 58°27'42" W	16.99'
L19	N 81°01'52" W	64.16'
L20	N 77°31'56" W	48.06'
L21	N 01°52'09" W	210.54'
L22	S 85°07'30" E	38.55'
L23	S 78°30'02" E	61.29'
L24	N 86°25'44" E	53.48'
L25	S 79°41'37" E	37.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	S 58°01'07" E	31.46'
L27	N 69°55'06" E	48.53'
L28	N 52°23'39" E	67.37'
L29	N 47°28'19" E	55.87'
L30	N 51°10'01" E	51.39'
L31	S 78°41'26" E	28.34'
L32	N 36°22'37" E	23.56'
L33	N 79°50'51" E	41.55'
L34	N 72°31'07" E	30.57'
L35	N 66°48'36" E	32.44'
L36	N 86°22'18" E	25.95'
L37	N 77°23'53" E	22.52'
L38	N 65°25'35" E	46.48'
L39	N 60°45'55" E	46.96'
L40	N 57°40'56" E	26.60'
L41	N 81°52'31" E	4.85'
L42	S 04°20'45" W	12.34'
L43	S 58°43'52" W	95.37'
L44	S 74°34'29" W	49.46'
L45	S 61°41'30" W	156.24'
L46	S 66°14'13" W	68.73'
L47	S 43°49'19" W	83.44'
L48	S 58°34'41" W	97.35'
L49	N 84°48'12" W	224.98'
L50	N 00°03'58" E	68.65'

FILE No. 1380

**LAND DEV**

CONSULTING, LLC  
5508 HIGHWAY 290 WEST, SUITE 150  
AUSTIN, TX 78735  
OFFICE: 512.872.6696  
TBPLS FIRM NO. 10194101

**SURVEY SKETCH to Accompany Description:**

TRACT 1 – 1.317 ACRES  
TRACT 2 – 0.722 ACRE  
I. DONAGAN SURVEY, ABSTRACT No. 178  
WILLIAMSON COUNTY, TEXAS

Rule 11 Agreement 0018

# EXHIBIT 2

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL § IN THE COUNTY COURT  
UTILITY DISTRICT NO. 25 and §  
WILLIAMSON COUNTY, TEXAS §

Condemnor §

v. §

TEXAS CRUSHED STONE COMPANY §

Condemnee §

§ AT LAW NO. THREE

§ WILLIAMSON COUNTY, TEXAS

**AGREED MOTION TO WITHDRAW DEPOSITED FUNDS**

Defendant/Condemnee Texas Crushed Stone Company ("Property Owner") files its Agreed Motion To Withdraw Deposited Funds and shows as follows:

1. This is a condemnation proceeding filed by Williamson County, Texas ("County") and Williamson County Municipal Utility District No. 25 ("WCMUD 25").
2. On December 14, 2021, the Special Commissioners appointed by the Court held a hearing after which the Special Commissioners entered an award of \$153,879.00, a copy of which Award is on file with the Court. On December 21, 2021, Williamson County deposited with the Clerk of the Court the amount of the Special Commissioners' Award, \$153,879.00.
3. On December 30, 2021, Property Owner filed Objections to the Award of Special Commissioners.
4. The parties have settled this action as reflected in a Rule 11 agreement on file with the Court. Pursuant to that settlement, the parties have agreed that Property Owner is entitled to, and shall, withdraw the \$153,879.00 from the registry of the Court.

4. Pursuant to Property Code Section 21.021, attached as Exhibit A is a tax certificate showing that there are no delinquent taxes, penalties, interest, or costs owing on the condemned property or on any larger tract of which the condemned property forms a part.

5. As reflected in the parties' Rule 11 Agreement, County and WCMUD No. 25 agree to this Motion.

**WHEREFORE, PREMISES CONSIDERED,** Property Owner prays that the Court enter an Order:

1. Providing that Property Owner may withdraw from the Registry of the Court the sum of \$153,879.00;

2. Directing the County Clerk to draw a check or other negotiable instrument in the amount of \$153,879.00, less any administrative fees charged by the Clerk and plus any accrued interest on the deposited funds, payable to Texas Crushed Stone Company and to deliver such instrument to Texas Crushed Stone Company by mailing such check to Texas Crushed Stone Company, c/o W. B. Snead, President, P.O. Box 1000, Georgetown, TX 78627-1000; and

3. For such other and further orders as may be necessary in connection with this Motion and the withdrawal of the funds from the registry of the Court.

**/s/ R. Matthew Molash**

R. Matthew Molash  
State Bar No. 14255300  
of Shupe Ventura, PLLC  
5310 Harvest Hill Road, Suite 182  
Dallas, Texas 75230  
817-405-9939  
800-519-3768 (fax)  
matt.molash@svlandlaw.com

**ATTORNEY FOR TEXAS CRUSHED  
STONE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on \_\_\_\_\_, 2022, a true and correct copy of the foregoing pleading was served via eservice on counsel for Condemnors.

**/s/ R. Matthew Molash**

R. Matthew Molash

# EXHIBIT 3

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL	§	IN THE COUNTY COURT
UTILITY DISTRICT NO. 25 and	§	
WILLIAMSON COUNTY, TEXAS	§	
Condemnor	§	
	§	AT LAW NO. THREE
v.	§	
	§	
TEXAS CRUSHED STONE COMPANY	§	
Condemnee	§	WILLIAMSON COUNTY, TEXAS

**MOTION TO DISMISS WITHOUT PREJUDICE**

Williamson County, Texas and Williamson County Municipal Utility District No. 25 ("Movants"), file their Motion to Dismiss Without Prejudice and show as follows:

1. In accordance with the parties' Rule 11 settlement agreement effective as of May \_\_, 2022, Movants request that this case be dismissed without prejudice.
2. Pursuant to the Rule 11 settlement agreement, each party to this action shall bear its own attorneys' fees, expert fees, and costs in this action.

Respectfully submitted,

---

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@scrllaw.com](mailto:Mylan@scrllaw.com)  
**Attorneys for Williamson County, Texas and  
Williamson County Municipal Utility District  
No. 25**



**CERTIFICATE OF SERVICE**

I hereby certify that on \_\_\_\_\_, 2022, a true and correct copy of the foregoing pleading was served via eservice on counsel for Texas Crushed Stone Company.

\_\_\_\_\_  
Mylan W. Shaunfield

# EXHIBIT 4

CAUSE NO. 21-1736-CC3

WILLIAMSON COUNTY MUNICIPAL § IN THE COUNTY COURT  
UTILITY DISTRICT NO. 25 and §  
WILLIAMSON COUNTY, TEXAS §

Condemnor §

§ AT LAW NO. THREE

v. §

TEXAS CRUSHED STONE COMPANY §

Condemnee §

§ WILLIAMSON COUNTY, TEXAS

**ORDER OF DISMISSAL WITHOUT PREJUDICE**

On this day the Court took notice of Condemnors' Motion to Dismiss Without Prejudice and finds that the Motion should be granted. It is, therefore,

**ORDERED** that Condemnors' claims in this action and this case are dismissed without prejudice to the refiling of same. Pursuant to the parties' Rule 11 agreement, each party to this action shall bear its own attorneys' fees, expert fees, and costs in this action.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JUDGE PRESIDING