

ORDER APPROVING A LINE ITEM TRANSFER FOR

500	State Jail	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 20th day of October, 1998, a motion made by Commissioner Hays and duly seconded by Commissioner Mehevec the motion carried by a vote of 3 votes for, 0 votes against. With Commissioner Boatright absent from the dais.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:


LINE ITEM #	DESCRIPTION	AMOUNT
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FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
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500-500-1100	Salaries	\$5,285
500-500-2000	Fringe Benefits	\$ 800

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.


John C. Doerfler, County Judge

ATTEST: 
Nancy Rister, County Clerk

COMMISSIONERS COURT RECESSED TO EXECUTIVE SESSION AT 11:50 A.M. ON TUESDAY, OCTOBER 20, 1998

AGENDA ITEM # 35 October 20, 1998 *

Discuss pending litigation: Williamson County vs. Max & Karen Marosko (EXECUTIVE SESSION REQUESTED AS PER V.T.C.A. Govt Code sec. 551.071 consultation with attorney)

No action was taken in executive session

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COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:50 A.M. ON TUESDAY, OCTOBER 20, 1998.

AGENDA ITEM # 36 October 20, 1998 *

Discuss and take appropriate action on pending litigation: Williamson County vs. Max & Karen Marosko.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To accept Compromise, Settlement Agreement and Release of Claims in suit No. 97-353-C26 Max M. and Karen Marosko.

Vote: Motion carried 4 - 0

< Clerk copy here >

NO. 97-353-C26

WILLIAMSON COUNTY, TEXAS	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
VS.	§	26TH JUDICIAL DISTRICT
	§	
MAX M. MAROSKO	§	
KAREN MAROSKO	§	
Defendants	§	WILLIAMSON COUNTY, TEXAS

**COMPROMISE AND SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

I.

PARTIES

- A. The parties to the COMPROMISE AND SETTLEMENT AGREEMENT are Max M. Marosko, an individual residing in Williamson County, Texas and Karen Marosko, an individual residing in Williamson County, Texas, (hereinafter "MAROSKOS") and the County of Williamson, a political subdivision of the State of Texas ("COUNTY"). Collectively, the parties to the agreement are referred to as "SETTLING PARTIES".
- B. This Compromise and Settlement Agreement and Release of Claims (hereinafter "Compromise and Settlement Agreement") is entered into between SETTLING PARTIES described above.

II.

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RECITALS

- A. WHEREAS, MAROSKOS were owners of certain real property located within Williamson County, such land being legally described as 20.138 acres of land, more or less, out of the Joseph Johnson Survey, Abstract No. 357, Williamson County, Texas, more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;
and

Handwritten initials: M, K

- B. WHEREAS, COUNTY filed a Petition in Condemnation on March 21, 1997; and
- C. WHEREAS, on September 22, 1997, the Special Commissioners conducted a hearing and awarded MAROSKOS \$46,000.00; and
- D. WHEREAS, MAROSKOS appealed the Special Commissioners award to this Court; and
- E. WHEREAS, in order to avoid the expense of trial, the SETTLING PARTIES have agreed to compromise and settle their claims regarding the Property in the manner set forth in this Compromise and Settlement Agreement; and
- F. WHEREAS, the SETTLING PARTIES have agreed to enter into this Compromise and Settlement Agreement for the purposes, terms, and conditions set out herein.

III.

COVENANTS AND AGREEMENTS

- A. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed of all parties hereto, SETTLING PARTIES covenant and agree as follows:
 - 1. MAROSKOS agree to allow COUNTY to withdraw \$46,000.00 previously deposited into the registry of the Court in the present case.
 - 2. COUNTY agrees to reimburse MAROSKOS \$12,333.97 for MAROSKOS legal, appraisal and other expert fee expenses, by paying said \$12,333.97 to Barron, Adler & Anderson, L.L.P., Trustee for Max and Karen Marosko.
 - 3. COUNTY agrees to dismiss this condemnation case, and further agrees that no treatment facility shall be located on MAROSKOS property.
 - 4. MAROSKOS agree to grant to the COUNTY the flowage easement across their property for the new mechanical sewage treatment facility's effluent discharge, as set

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forth in the attached Exhibit "B", OPEN CHANNEL DRAINAGE EASEMENT, incorporated herein by reference.

5. MAROSKOS agree to grant to the COUNTY a twenty (20) foot wide Wastewater Line Easement, with Temporary Construction Easement, as depicted in Exhibit "C" attached hereto and incorporated herein. It is understood and agreed that said Wastewater Line shall be buried to a minimum depth of three (3) feet.
6. COUNTY agrees to construct three (3) low water crossings across the creek located on Maroskos' property at locations specified by Maroskos. COUNTY further agrees to share costs with MAROSKOS of vegetative screening around treatment plant, if requested by MAROSKOS.
7. COUNTY agrees to provide to MAROSKOS documentation setting forth the quality, quantity and content of the treated effluent which will be released across their property, as can be readily determined at this time. County will supplement this documentation if requested by MAROSKOS. The treated effluent released across MAROSKOS' property will conform to any quality and quantity requirements established by the Texas Natural Resource Conservation Commission in connection with this wastewater treatment facility.
8. MAROSKOS agree to support the COUNTY's application for necessary TNRCC permits.
9. MAROSKOS agree to release the COUNTY,[#] its attorneys, employees, officers, elected officials, predecessors and assigns from any and all claims, demands and causes of action of any and every character and nature whatsoever, including bad faith, either in or arising out of contracts, torts, or all nature of governmental actions,

whether arising under statute or common law, which have accrued on account of any and all damages of any nature, actual or exemplary, known or unknown, in the present or future, because of or resulting from any and all acts, omissions, statements or conduct of whatever nature of the COUNTY, its attorneys, employees, officers, elected officials, predecessors, successors and assigns in connection with any and all past or future claims regarding the Property granted herein, to the same extent as if Open Channel Drainage Easement and the Wastewater Line Easement, attached hereto and incorporated herein, had been acquired through condemnation.

10. Nothing in the Compromise and Settlement Agreement shall be considered an admission by either Settling Party of any liability of any nature whatsoever, with respect to the Property.
11. SETTLING PARTIES understand and acknowledge that the Compromise and Settlement Agreement is intended to be comprehensive in nature, settling all claims of any nature related to the Property. The Compromise and Settlement Agreement constitutes the entire agreement between the Settling Parties with regard to the matters set forth herein. There are no understandings or agreements, verbal or otherwise, in relation thereto between the Settling Parties except as expressly set forth herein. It is further understood and agreed that the granting of the open channel drainage easement and the Wastewater Line Easement, attached hereto and incorporated herein, is part of the consideration of the Compromise and Settlement Agreement and that the Compromise and settlement Agreement incorporate the terms of said easements and the easements incorporate the terms of the Compromise and Settlement Agreement.

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12. It is understood and agreed that the terms of the Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas, and venue shall be in Williamson County, Texas.
13. The Compromise and Settlement Agreement is entered into by the parties signing below, to be effective this 8th day of December, 1998.



MAX M. MAROSKO

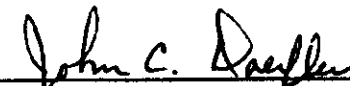


KAREN MAROSKO

APPROVED BY:


DANIEL M. ANDERSON
ATTORNEY FOR MAROSKOS

COUNTY OF WILLIAMSON

By: 
JOHN DOERFLER, COUNTY JUDGE
WILLIAMSON COUNTY

APPROVED BY:


CHARLES CROSSFIELD
ATTORNEY FOR WILLIAMSON COUNTY

125

EXHIBIT

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FIELD NOTES FOR 20.138 ACRES

All that certain tract or parcel of land situated in Williamson County, Texas and being a part of the Jos. Jordan Survey, A-357, and being also a part of a 176.13 acre tract of land, designated as the First Tract, conveyed to Max M. Morosko by deed recorded in Volume 532, Page 44 of the Deed Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the East line of the M. K. & T. Railroad in the Southwest corner of the above mentioned First Tract for the Southwest corner of this tract.

THENCE N 05°15'00" E with the East line of the said Railroad 1057.24 feet to the Northwest corner of this tract.

THENCE with the arc of a curve to the right 278.12 feet, said curve having a radius of 500.00 feet, a central angle of 31°52'14", and a sub-chord which bears N 79°18'53" E 274.55 feet to the PT of the said curve.

THENCE S 84°45'00" E 92.00 feet to the PC of a curve to the right said curve having a radius of 500.00 feet and a central angle of 90°00'00".

THENCE with the arc of the said curve 785.40 feet the long chord of which bears S 39°45'00" E 707.11 feet to the PT of the said curve.

THENCE S 05°15'00" W 205.50 feet to the PC of a curve to the right said curve having a radius of 500.00 feet and a central angle of 62°01'57".

THENCE with the arc of the said curve 541.34 feet the sub-chord of which bears S 36°15'59" W 515.28 feet to a point on the East line of Block 2 of the Otto C. Pfluger Addition to the City of Coupland, for the Southeast corner of this tract.

THENCE N 05°10'00" E 21.07 feet to the Northeast corner of the said Block 2 for an ell corner of this tract.

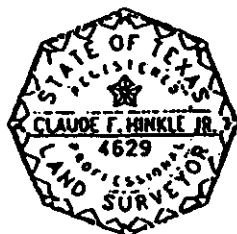
THENCE N 44°50'00" W with the North line of Block 2 and Block 1 391.33 feet to an angle point of this tract.

THENCE S 02°00'00" W 6.94 feet to the Northeast corner of the Section house lot for an angle point of this tract.

THENCE N 84°30' 00" W 200.00 feet to the POINT OF BEGINNING containing 20.138 acres of land, more or less.

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from public records, supplemental surveys, and calculations made under my supervision during March of 1996 and are correct to the best of my knowledge and belief.



Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

Date

3-12-96
606.DOC

EXHIBIT

"A"

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EXHIBIT "B"

OPEN CHANNEL DRAINAGE EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

THAT MAX MAROSKO and KAREN MAROSKO, their successors and assigns, hereinafter referred to as Grantor, for and in consideration of the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the COUNTY OF WILLIAMSON, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, has this day granted and conveyed, and by these presents does grant and convey, unto the Grantee, a surface easement to construct, install, operate, maintain, inspect, reconstruct, and rebuild drainage facilities, to-wit: an open drainage channel in, upon, over, under, and across the following described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto.

Grantor shall not construct permanent improvements on the Easement or excavate or make substantial changes in the grade, elevation or contour of the Easement which would materially impede the effluent's onward flow toward Brushy Creek without obtaining the prior written consent of Grantee. Grantor reserves the right to maintain any existing improvements to the extent that such maintenance does not materially impede the effluent's described flow. Grantor shall retain full use of the Easement for any purpose not prohibited by the terms of this document and not inconsistent with the Easement.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however, that said easement, rights, and privileges shall cease and revert to Grantor in the event the said drainage channel is abandoned, or shall cease to be used, for a period of five (5) consecutive years. Grantor hereby binds their assigns, successors and legal representatives to warrant and Forever Defend the above-described Easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant, 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 granted herein to determine the effect, if any, on the drainage channel contemplated herein. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the drainage channel.

Grantee shall indemnify Grantor, in accordance with law, 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 its agents or employees in the course of their employment.

The treated effluent will conform to any quality and quantity requirements established by the Texas Natural Resource Conservation Commission in connection with this wastewater treatment facility.

This Easement is entered into as a part of that Compromise and Settlement Agreement in Cause No. 97-353-C26, Williamson County, Texas v. Max M. Marosko and Karen Marosko, as filed in the 26th District Court of Williamson County, Texas. And this Easement is to be construed with the Compromise and Settlement Agreement and the terms of said agreement are incorporated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind their heirs, 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 9th day of December, 1998.

Max Marosko

MAX MAROSKO

Karen Marosko

KAREN MAROSKO

John C. Doerfler

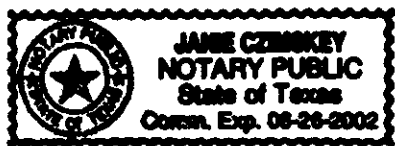
JOHN DOERFLER, County Judge

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STATE OF TEXAS

§
§
§COUNTY OF Williamson

This instrument was acknowledged before me on the 8th day
of December, 1998, by MAX MAROSKO and KAREN MAROSKO.



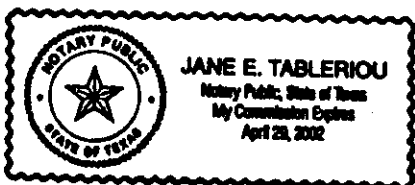
Jane Czimsky
Notary Public, State of Texas

STATE OF TEXAS

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§
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COUNTY OF _____

This instrument was acknowledged before me on this the 15
day of December, 1998, by JOHN DOERFLER on behalf of
Williamson County.



Jane E. Tableriou
Notary Public, State of Texas
Printed Name: JANE E. TABERIOU
My Commission Expires: 4-28-02

AFTER RECORDING RETURN TO:

Brown McCarroll Sheets
& Crossfield, L.L.C.
309 East Main Street
Round Rock, TX 78664

EXHIBIT

A

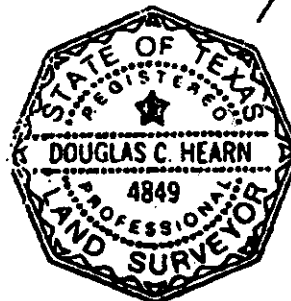
FIELD NOTES FOR 0.475 ACRE EASEMENT

Description of a 5-foot wide easement crossing that certain tract or parcel of land situated in Williamson County, Texas and being a part of the Jos. Jordan Survey, A-357, and being also a part of a 176.13 acre tract of land, designated as the First tract, Conveyed to Max M. Morosko by deed recorded in Volume 532, Page 44 of the Deed Records of Williamson County and being more particularly described as follows:

COMMENCING at a found iron rod located next to a concrete headwall on a bridge on FM 1466 crossing an unnamed intermittent stream. Said pin being the intersection of the easterly right of way line of Second Street as recorded in the Otto C. Pfluger Addition to the City of Coupland with the northern right of way line of FM 1466. Thence west, 16.00 feet to the center of the unnamed intermittent stream, thence 215.00 feet along the centerline of the stream in a northerly direction to the PLACE OF BEGINNING of the easement whose centerline is described herein;

THENCE northerly along and with the meanderings of the centerline of the unnamed intermittent stream 4,140 feet to its termination at Brushy Creek and the end of the easement, and containing 20,700 square feet, more or less.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from public records, supplemental surveys, and calculations made under my supervision made under my supervision during August of 1996 and July of 1997 and are correct to the best of my knowledge and belief.



Douglas Hearn
11/23/98

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EXHIBIT "C"

WASTEWATER LINE EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT

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

THAT MAX M. MAROSKO and KAREN MAROSKO and their successors and assigns ("Grantor"), for and in consideration of the sum of TEN and no/100th DOLLARS (\$10.00) and other good and valuable consideration paid by the COUNTY OF WILLIAMSON ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, and Convey, unto Grantee an exclusive wastewater easement to lay, construct, reconstruct, install, operate, maintain, inspect, and repair wastewater collection facilities, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements and appurtenances thereto, in, upon, over, under, and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto (the "Easement").

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

The Easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any other easement or conflicting rights within the area covered by this grant, 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 wastewater line contemplated herein. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the wastewater line.

In addition to the Easement specified herein, Grantor hereby grants to Grantee a 20 foot wide temporary construction easement

See Exhibit "B" attached hereto and made a part hereof for all intents and purposes hereunto.

Upon completion of construction and installation of the waste water line, Grantee shall replace and restore all fences, walls, or other structures that may have been relocated or removed during the construction period.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not necessarily limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back and forth across the easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the easement at any angle not less than 45 degrees to said wastewater lines; provided, however, that Grantee's wastewater lines shall not be obstructed, endangered, or interfered with and that wastewater lines shall always be left with proper cover and sufficient and permanent support.

This temporary construction easement shall exist from the date construction begins and shall continue until completion of the above referenced construction, but in no event later than three years from date of execution.

This Easement is entered into as a part of that Compromise and Settlement Agreement in Cause No. 97-353-C26, Williamson County, Texas v. Max M. Marosko and Karen Marosko, as filed in the 26th District Court of Williamson County, Texas. And this Easement is to be construed with the Compromise and Settlement Agreement and the terms of said agreement are incorporated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind their 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 8th day of December, 1998.

Max M. Marosko

MAX M. MAROSKO

Karen Marosko

KAREN MAROSKO

STATE OF TEXAS

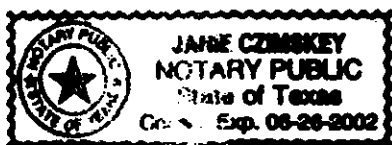
§

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 8th day of December, 1998, by MAX M. MAROSKO and KAREN MAROSKO.



Janie Czimskey

Notary Public, State of Texas

Printed Name: Janie Czimskey

My Commission Expires: 6-26-02

John C. Doerfler

JOHN DOERFLER

STATE OF TEXAS

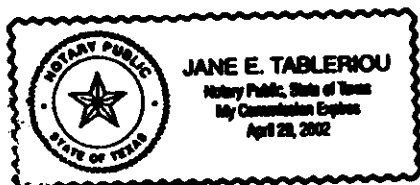
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the 15 day of DECEMBER, 1998, by JOHN DOERFLER.



Jane E. Tableriou

Notary Public, State of Texas

Printed Name: JANE E. TABLERIOU

My Commission Expires: 4-28-02

EXHIBIT A
FIELD NOTES FOR A 20' WIDE WASTEWATER EASEMENT

All that certain tract of parcel of land situated in Williamson County, Texas and being a part of the Jos. Jordan Survey, A-327, and being also a part of a 176.13 acre tract of land, designated as the First Tract, conveyed to Max M. Marosko by deed recorded in Volume 532, Page 44 of the Deed Records of Williamson County, Texas and being more particularly described as follows:

BEGINNING at an iron pin on the East line of the M.K. & T. Railroad in the Southwest Corner of the above mentioned First Tract for the Southwest corner of this tract.

THENCE S 84°34'00"E along and with the southern line of this tract a distance of 10.00' to the centerline of the Wastewater Line Easement.

THENCE N 05°15'00"E parallel to the East line of the said Railroad and with the centerline of this easement a distance of 450.00' to a point, containing 9,000 square feet, more or less.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from public records, supplemental surveys, and calculations made under my supervision during August 1996 and July 1997, and are correct to the best of my knowledge and belief.



Douglas C. Hearn
10/19/98

RM

EXHIBIT B
FIELD NOTES FOR A 20' TEMPORARY CONSTRUCTION EASEMENT

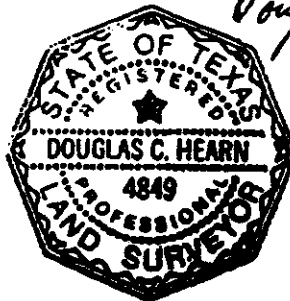
All that certain tract of parcel of land situated in Williamson County, Texas and being a part of the Jos. Jordan Survey, A-327, and being also a part of a 176.13 acre tract of land, designated as the First Tract, conveyed to Max M. Marosko by deed recorded in Volume 532, Page 44 of the Deed Records of Williamson County, Texas and being more particularly described as follows:

BEGINNING at an iron pin on the East line of the M.K. & T. Railroad in the Southwest Corner of the above mentioned First Tract for the Southwest corner of this tract.

THENCE S 84°34'00"E along and with the southern line of this tract a distance of 30.00' to the centerline of the Temporary Construction Easement.

THENCE N 05°15'00"E parallel to the East line of the said Railroad and with the centerline of this easement a distance of 450.00' to a point, containing 9,000 square feet, more or less.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes were prepared from public records, supplemental surveys, and calculations made under my supervision during August 1996 and July 1997, and are correct to the best of my knowledge and belief.



After recording
please return to:

Brown McCarroll Sheets &
Crossfield, L.L.P.
309 East Main
Round Rock, Texas 78664

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AGENDA ITEM # 37

October 20, 1998

Hear comments from commissioners.

Commissioner Hays discussed the U.S. Department of Transportation meeting he attended.

COMMISSIONERS COURT ADJOURNED AT 11:55 A.M. ON TUESDAY OCTOBER 20, 1998