CAUSE NO. 45415

Windermere Marina Association, Inc., IN THE DISTRICT COURT Plaintiff/Counter-defendant, and Kenneth R. Wynne, W. T. Womble, Sandy Neilson, Dirk Hoekstra, and Lisa Hutson, **BURNET COUNTY, TEXAS Plaintiffs** ν. Windermere Oaks Property Owners Association, Inc., Defendant/Counterclaimant 33rd JUDICIAL DISTRICT ٧. Sunset View Marina Association, Inc. Third Party Defendant

AGREED JUDGMENT

Pursuant to the terms of a mediated settlement and on the basis of the Parties' agreed request for the entry of this Agreed Judgment, it is hereby

ORDERED, ADJUDGED and DECREED that:

- As further detailed below, the Windermere Marina Association, Inc. (hereafter "WMA")
 owns easements across property to which Windermere Oaks Property Owners
 Association, Inc. (hereafter "WOPOA") holds record title, which such easements permit:
 - a. WMA slip owners access to the WMA marina;
 - b. WMA access to electrical power located on WOPOA property;
 - c. Anchorage of the WMA marina to WOPOA property; and
 - d. Grounding of the WMA marina gangway to WOPOA property.
- 2. As further detailed below, the Sunset View Marina Association, Inc. (hereafter "SVM") owns easements across property to which WOPOA holds record title as detailed below, which such easements permit:
 - a. SVM slip owners access to the SVM marina;
 - b. SVM access to electrical power located on WOPOA property;

- c. Anchorage of the SVM marina to WOPOA property; and
- d. Grounding of the SVM marina gangway to WOPOA property.
- 3. WOPOA is hereby permanently enjoined from:
 - (1) Interfering with WMA's and SVM's access to electrical power located on property owned by WOPOA;
 - (2) Interfering with WMA's and SVM's placement of their respective gangways to permit marina members access to the WMA and SVM marinas;
 - (3) Interfering or tampering with the WMA's and SVM's respective marina anchoring systems and marina gangways; and
 - (4) Issuing any directive, resolution, order, or regulation prohibiting any WMA or SVM member from using WOPOA's Common Area property to access the WMA or the SVM marinas.

4. Attorneys' Fees:

- a. WOPOA shall pay WMA within forty-five (45) days from the date of this Agreed Judgment the sum of \$60,000.00 to reimburse it for attorney's fees and expenses incurred in this suit.
- b. WOPOA shall pay SVM within forty-five (45) days from the date of this Agreed Judgment the sum of \$3,400.00 to reimburse it for attorney's fees and expenses incurred in this suit.
- 5. This is a final judgment. All relief requested by any party that is not explicitly granted in this Judgment is denied. The parties are to bear their own costs.

Signed this day of February, 2017.	
	Hon. Presiding Judge

Agreed:

David Shank or Ryan Squires,

Attorneys Windermere Marina Association, Inc.

Stephanie Rojo or Jessica Kirker, Attorney for Windermere Oaks Property Owners Association, Inc.

Brad K. Hartfield,

Attorney for Sunset View Marina Association, Inc.