

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION

ROBERT BOYD AND SUSAN BOYD  
*Plaintiffs*

V.

THE TOWN OF RANSOM CANYON, TEXAS  
*Defendant*

V.

PROPERTY OWNERS ASSOCIATION  
OF RANSOM CANYON, TEXAS  
*Intervenor*

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CAUSE NO. 5-07CV0129-C  
ECF

**APPENDIX IN SUPPORT OF**  
**AGREED MOTION AND BRIEF FOR ENTRY OF ORDER OF DISMISSAL**

Respectfully submitted,



MATT D. MATZNER  
Texas Bar No. 00797022  
WILLIAM J. WADE  
Texas Bar No. 20642000  
CRENSHAW, DUPREE & MILAM, L.L.P.  
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Lubbock, Texas 79408  
(806) 762-5281  
(806) 762-3510 (FAX)

*Attorneys for Defendant*

**CERTIFICATE OF SERVICE**

A true and correct copy of the above and foregoing was on this 20<sup>th</sup> day of November, 2007, served as follows:

**VIA ECF**

Dulan D. Elder  
*Richards & Elder L.L.P.*  
Pyramid Plaza  
3223 South Loop 289, Suite 424  
Lubbock, Texas 79423  
*Attorney for the Plaintiffs*

John C. Sims  
Sims, Hubbert & Wilson  
1205 Broadway  
Lubbock, TX 79401-3203  
*Attorney for Property Owners Association  
of Ransom Canyon, Texas*

  
OF COUNSEL

**EXHIBIT**

**A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION

ROBERT BOYD AND SUSAN BOYD )  
 )  
V. ) NO. 5-07CV0129-C  
 )  
THE TOWN OF RANSOM CANYON, TEXAS )

SETTLEMENT AGREEMENT AND RELEASE  
OF ALL CLAIMS ("AGREEMENT")

1. On October 22, 2007, Plaintiffs Robert and Susan Boyd, Defendant The Town of Ransom Canyon Texas, and Intervenor Ransom Canyon Property Owners Association, individually and/or through their designated representatives, and the attorneys for Plaintiffs, Defendant and Intervenor attended a mediation conducted by Frank E. Murchison, mediator.
2. During the mediation, the Parties reached an agreement to compromise and settle all issues in dispute between them, the basic terms of which are summarized as follows:

a. Defendant by & through its ~~representative~~ <sup>risk pool</sup> shall pay to plaintiffs the sum of \$140,000<sup>00</sup> within 15 days from the date of ~~its~~ approval of this Agreement by the City Council of Ransom Canyon Lubbock, ~~Texas~~ <sup>County, Texas</sup>;

B. Defendant shall waive any requirement that Plaintiffs seek or obtain approval for a building permit for current and future

use by Plaintiffs of a ham radio tower & antenna at its current location on Lots 18, 19 & 80<sup>BIX</sup> 31 of Lake Ronon Canyon an addition the Village of Lake Ronon Canyon, Lubbock County, TX ~~provided~~ <sup>(Plaintiffs' Lots)</sup> provided however:

(i) The total vertical height of such tower & antenna shall not (fully extended) exceed 55 vertical feet\* without properly seeking & obtaining building permit approval from Defendant;

(ii) Plaintiff shall not erect any additional towers ~~on~~ on Plaintiff's Lots exceeding 18 vertical feet\* without seeking and obtaining building permit approval from Defendant;

(iii) The <sup>current</sup> tower & antenna shall be in a fully retracted position when not on airtime use;

\* Measured from the highest curb level on Plaintiff's Lots;

C. Plaintiffs shall fully & completely indemnify & hold harmless Defendants, its elected officials and employees of and from any and all claims for personal property damages and personal injury damages to third parties arising out of or related to Plaintiffs' use of the current tower & antenna;

D. Defendant shall ~~dismiss~~ <sup>dismiss</sup> all outstanding criminal charges against Plaintiffs arising out of the construction of and use of the current tower & antenna on Plaintiffs' lots, and obtain dismissals of all criminal charges tried to ~~juries~~ <sup>juries</sup> before Judge Bellair on 10/11/07.

E. Intervenor shall dismiss its suit against Plaintiffs, with prejudice except as to claims for ~~the~~ <sup>the</sup> claimed deed restrictions violation which Intervenor reserves the right to refile — all other claims shall be dismissed by Intervenor with prejudice;

F. Plaintiffs and Defendant shall fully and completely release one another from all claims, demands & liabilities whatsoever arising out of or related to all claims raised or which could have been raised by either party in this lawsuit and such ~~mutual~~ mutual release shall include Plaintiffs' and Defendant's respective, elected officials, employees, insurers, attorneys, heir and estates;

G. Defendant's <sup>risk pool</sup> ~~insurance~~ shall pay all mediation fees;

H. Each party shall pay its own costs of court;

I. This Agreement and the rights & obligations provided for hereunder is specifically conditioned upon approval by City Council of Ransom Canyon Lubbock County, Tx at the next legally available council meeting

3. The attorneys for Defendant shall prepare and submit to the attorneys for all other parties for approval, formalized comprehensive settlement and dismissal documents which set forth the terms of this Agreement between the parties as summarized in paragraph 2 hereof.
4. Plaintiffs, Defendant and Intervenor acknowledge and agree that by entering into this Agreement no Party is admitting fault, responsibility or liability to one another. The Parties each continue to deny one another's allegations and contentions in the above-styled and numbered cause; however, all Parties enter into this Agreement solely for the purpose of making peace and avoiding further litigation.
5. Plaintiffs, Defendant and Intervenor acknowledge and agree that this Agreement sets forth the entire Agreement between them and that no other agreements, promises or representations have been made by or between the Parties except as specifically set forth in this Agreement.
6. Plaintiffs, Defendant and Intervenor acknowledge and agree that the mediator, Frank E. Murchison, shall report to the presiding judge in the above-styled and numbered cause that the Parties have, as a result of mediation, reached a full and complete settlement of all issues in dispute between them.
7. Plaintiffs, Defendant and Intervenor acknowledge and agree that pending execution of formalized comprehensive settlement and dismissal documents as provided in paragraph 3 hereof, this Agreement is legally binding upon all the Parties and their respective successors and assigns, and is legally enforceable in all respects.



SIGNED this 22nd day of October, 2007.

Robert Boyd ✓

Robert Boyd; Plaintiff

Susan Boyd ✓

Susan Boyd; Plaintiff

The Town of Ransom Canyon <sup>Now the city of Ransom Canyon</sup>  
By: Robert J. Englund  
Its: Mayor  
Defendant

Ransom Canyon Property Owners Association

By: [Signature]  
Its: [Signature]  
Intervenor

APPROVED:

[Signature]  
Dulan D. Elder  
SBN 06509900  
Attorney for Plaintiffs

[Signature]  
Matt D. Matzner  
SBN 00797022  
Attorney for Defendant

[Signature]  
John C. Sims  
SBN 18426000  
Attorney for Intervenor