



**COURT OF APPEALS
SECOND DISTRICT OF TEXAS
FORT WORTH**

NO. 02-16-00266-CV

S.J. LOUIS CONSTRUCTION OF
TEXAS, LTD.

APPELLANT

V.

PRINCIPLE ENVIRONMENTAL,
LLC D/B/A PRINCIPLE ENERGY
SERVICES

APPELLEE

FROM THE 67TH DISTRICT COURT OF TARRANT COUNTY
TRIAL COURT NO. 067-278325-15

MEMORANDUM OPINION¹ AND JUDGMENT

We have considered the parties' "Joint Motion for Dismissal upon Agreement, Vacate Trial Court's Judgment, Discharge the Surety on the Supersedeas Bond, and Release the Supersedeas Bond." We grant the motion and dismiss the appeal. See Tex. R. App. P. 42.1(a)(2)(A), 43.2(f). Further, the

¹See Tex. R. App. P. 47.4.

surety for appellant S.J. Louis Construction of Texas, Ltd., Liberty Mutual Insurance Company, is discharged from its liability on the supersedeas bond filed in the trial court on August 4, 2016. See *Akin, Gump, Strauss, Hauer & Feld, L.L.P. v. Nat'l Dev. & Research Corp.*, 313 S.W.3d 467, 468 (Tex. App.—Dallas 2010, no pet.) (op. on remand). The discharge of the surety shall also be reflected in the mandate, which shall be issued this same day under the parties' agreement. See Tex. R. App. P. 18.1(c). Each party shall bear its own costs of court, for which let execution issue. See Tex. R. App. P. 42.1(d).

PER CURIAM

PANEL: GABRIEL, J.; LIVINGSTON, C.J.; and SUDDERTH, J

DELIVERED: October 13, 2016