

## **STAGE I – CUSTOMER AWARENESS**

Stage I will begin:

**Every April 1<sup>st</sup>, the utility will mail a public announcement to its customers.**

**No notice to TCEQ required.**

Stage I will end:

**Every September 30<sup>th</sup>, the utility will mail a public announcement to its customers. No notice to TCEQ required.**

### Utility Measures:

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TCEQ.

### Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.

## **STAGE II-VOLUNTARY WATER CONSERVATION**

**Target: Achieve a 5 percent reduction in daily water demand**  
**(example: total water use, daily water demand, etc.)**

The water utility will implement Stage II when any one of the selected triggers is reached:

### Supply-Based Triggers: (check at least one and fill in the appropriate value)

- ☐ Well level reaches \_\_\_\_\_ ft. mean sea level (m.s.l.)
- ☐ Overnight recovery rate reaches \_\_\_\_\_ ft.
- ☐ Reservoir elevation reaches \_\_\_\_\_ ft. (m.s.l.)
- ☐ Stream flow reaches \_\_\_\_\_ cfs at USGS gage # \_\_\_\_\_
- ☐ Wholesale supplier's drought Stage II \_\_\_\_\_
- ☒ Annual water use equals 90 % of well permit/Water Right/ purchased water contract amount.
- ☐ Other: \_\_\_\_\_

### Demand- or Capacity-Based Triggers:

**(check at least one and fill in the appropriate value)**

- ☐ Drinking water treatment as % of capacity \_\_\_\_\_ %
- ☒ Total daily demand as % of pumping capacity 90 %
- ☐ Total daily demand as % of storage capacity \_\_\_\_\_ %
- ☐ Pump hours per day \_\_\_\_\_ hrs.
- ☐ Production or distribution limitations.
- ☐ Other: \_\_\_\_\_

**Upon initiation and termination of Stage II, the utility will mail a public announcement to its customers. No notice to TCEQ required.**

### Requirements for Termination:

Stage II of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage II, Stage I becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

*Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: reduced or discontinued flushing of water mains, activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes.*

The second water source for SSWS (name of utility) is:  
**(check one)**

- ☒ Other well  
☐ Interconnection with other system  
☐ Purchased water  
☐ Other

**Voluntary Water Use Restrictions:**

1. Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 p.m. and 5:00 a.m. for example; or
2. Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system; or
3. Other uses that waste water such as water running down the gutter.

### STAGE III - MANDATORY WATER USE RESTRICTIONS:

Target: Achieve a 10 percent reduction in daily water demand  
(Example: total water use, daily water demand, etc.)

The water utility will implement Stage III when any one of the selected triggers is reached:

Supply-Based Triggers:

**(check at least one and fill in the appropriate value)**

☐ Well level reaches \_\_\_\_\_ ft. (m.s.l.)  
☐ Overnight recovery rate reaches \_\_\_\_\_ ft.  
☐ Reservoir elevation reaches \_\_\_\_\_ ft. (m.s.l.)  
☐ Stream flow reaches \_\_\_\_\_ cfs at USGS gage # \_\_\_\_\_  
☐ Wholesale supplier's drought Stage III \_\_\_\_\_  
☒ Annual water use equals 95 % of well Permit/Water Right/  
purchased water contract amount.  
☐ Other: \_\_\_\_\_

Demand- or Capacity-Based Triggers:

**(check at least one and fill in the appropriate value)**

☐ Drinking water treatment as % of capacity \_\_\_\_\_ %  
☒ Total daily demand as % of pumping capacity 95 %  
☐ Total daily demand as % of storage capacity \_\_\_\_\_ %  
☐ Pump hours per day \_\_\_\_\_ hrs.  
☐ Production or distribution limitations.  
☐ Other: \_\_\_\_\_

**Upon initiation and termination of Stage III, the utility will mail a public announcement to its customers. Notice to TCEQ required.**

Requirements for Termination:

Stage III of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage III, Stage II becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains.

*Describe additional measures, if any, to be implemented directly by the utility to manage limited water supplies and/or reduce water demand. Examples include: activation and use of an alternative supply source(s); use of reclaimed water for non-potable purposes; offering low-flow fixtures and water restrictors.*

### Mandatory Water Use Restrictions:

The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0. Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.
3. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
4. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "Jacuzzi" type pool are prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
5. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
6. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.
7. Use of water for the irrigation of golf courses, parks, and green belt areas are prohibited except by hand-held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

The following uses of water are defined as non-essential and are prohibited:

- a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
- c. use of water for dust control;
- d. flushing gutters or permitting water to run or accumulate in any gutter or street;
- e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and any waste of water.

## STAGE IV – CRITICAL WATER USE RESTRICTIONS:

**Target:** Achieve a 15 percent reduction in daily water demand  
(example: total water use, daily water demand, etc.)

The water utility will implement Stage IV when any one of the selected triggers is reached:

**Supply-Based Triggers: (check at least one and fill in the appropriate value)**

- ☐ Well level reaches \_\_\_\_\_ ft. (m.s.l.)
- ☐ Overnight recovery rate reaches \_\_\_\_\_ ft.
- ☐ Reservoir elevation reaches \_\_\_\_\_ ft. (m.s.l.)
- ☐ Stream flow reaches \_\_\_\_\_ cfs at USGS gage # \_\_\_\_\_
- ☐ Wholesale supplier's drought Stage IV \_\_\_\_\_
- ☒ Annual water use equals 99 % of well Permit/Water Right/ purchased water contract amount.
- ☐ Supply contamination \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Demand- or Capacity-Based Triggers:**

**(check at least one and fill in the appropriate value)**

- ☐ Drinking water treatment as % of capacity \_\_\_\_\_ %
- ☒ Total daily demand as % of pumping capacity 99 %
- ☐ Total daily demand as % of storage capacity \_\_\_\_\_ %
- ☐ Pump hours per day \_\_\_\_\_ hrs.
- ☐ Production or distribution limitations.
- ☐ System outage \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Upon initiation and termination of Stage IV, the utility will mail a public announcement to its customers. Notice to TCEQ required.**

**Requirements for Termination:**

Stage IV of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage IV, Stage III becomes operative.

**Operational Measures**

The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers. *Describe additional measures, if any, to be implemented directly to manage limited water supplies and/or reduce water demand.*

**Mandatory Water Use Restrictions: (all outdoor use of water is prohibited)**

1. Irrigation of landscaped areas is absolutely prohibited
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

**SYSTEM OUTAGE OR SUPPLY CONTAMINATION**

Notify TCEQ Regional Office immediately.

## **APPENDIX A – SAMPLE SERVICE AGREEMENT**

From 30 TAC Chapter 290.47(b), Appendix B

### **SERVICE AGREEMENT**

- I. **PURPOSE.** The NAME OF WATER SYSTEM is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the NAME OF WATER SYSTEM will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
  - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the NAME OF WATER SYSTEM (the Water System) and NAME OF CUSTOMER (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

III. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

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CUSTOMER'S SIGNATURE

DATE

# **Attachment 7**

## **Financial Information**



## 6. Financial Information:

NLP Summit Springs, LLC (Summit Springs) was created to acquire, construct, and operate the Summit Springs Subdivision and centralized water system project. Mr. Davy Roberts is the acting president of NLP Summit Springs, LLC. Mr. Roberts is also the president of Lone Star Land Partners which is a National Land Partners company. Mr. Roberts has worked closely with Mr. Mike Emmons (project manager) on numerous projects in the area, and Mr. Roberts and Mr. Emmons have collaborated together on the Summit Springs project.

Several financing sources have been and will be used to fund operations of NLP Summit Springs:

- The Vistas at Round Mountain, LLC- This company is another company previously managed by Mr. Roberts and Mr. Emmons and has loaned NLP Summit Springs, LLC close to \$800,000 of its equity (and undistributed manager fees and bonuses) to get under way. The attached balance sheet shows equity of \$317,000, accrued manager fees of \$317,000 and accrued manager bonus of \$211,000.
- Summit Blanco, LLC - This company is another company previously managed by Mr. Roberts and Mr. Emmons and has loaned NLP Summit Springs, LLC close to \$810,000 of its equity (and undistributed manager fees and bonuses) to get under way. The attached balance sheet shows equity of \$266,000, accrued manager fees of \$317,000 and accrued manager bonus of \$208,000.
- Littlejohn, Inc. – A company owned by Mr. Emmons has loaned \$900,000 to NLP Summit Springs, LLC.
- Johnson City Bank – Loaned \$4,000,000 for the acquisition of the project and holds a lien on the property.

If you refer to the attached cash flow projections, you will see two lines that track all of this funding. Near the top of the schedule you will see “loan proceeds – bank” – This shows the \$4M coming into to support the acquisition. The next line is titled “loan proceeds – internal”. This shows cash needed by other related companies to support operations. If you go month by month you will see that by May of 2014 we no longer need any related party funding and that cash flows from sales/operations fully support both construction spending and operating expenses. Close to 50 lots have been sold in the subdivision providing Summit Springs with increased cash flow.

Money to build and operate the plant now for the first year will come from cash generated through land sales within the subdivision. Once an adequate number of connections are made to the system, cash generated from water sales will be used to operate the system. The management at Summit Springs will be responsible for overseeing the construction of the water system and will hire a qualified contractor to operate the system on a daily basis. Summit Springs is a healthy well funded company owned and operated by individuals who have an excellent track record developing subdivisions with centralized public water supply systems. It is difficult to measure debt to equity due to the fact that Summit Springs itself is a new company with no equity built up yet. Bank debt payments are tied to sales and NLP Summit Springs, LLC controls when the internal debt gets paid back.

The management at Summit Springs is capable of providing continuous and adequate service to their future customers. Mr. Roberts has managed and overseen numerous development projects with centralized public water supply systems which include but are not limited to: Chenango Ranch (Houston Area), Suncreek Estates (Houston Area), Suncreek Ranch (Houston Area), and Sunrise Bay (Port Lavaca Area). These public supply water systems are currently managed and operated by Quadvest.

Also, a tariff is provided in the attached financial material. The tariff prices were established by researching other system rates in the Central Texas area.



## **Balance Sheet**

Balance Sheet  
As of 1/26/2014

NLP Summit Springs, LLC (NSS)

Assets

Current Assets

1040-001	A/R Davy Roberts	\$	89.56	
1230-000	Prepaid Advertising		521.46	
1260-000	Prepaid Loan Fee		3,402.78	
1300-001	Inventory Summit Springs		13,208,082.86	
	<b>Total Current Assets:</b>			13,212,096.66

Fixed Assets

1540-000	Machinery & Equipment		8,158.28	
1640-000	A/D Machinery & Equipment		(2,257.92)	
	<b>Total Fixed Assets:</b>			5,900.36

Other Assets

1800-000	Utility Deposits		350.00	
1810-000	Security Deposits		50.00	
1900-000	Organization Costs		1,532.68	
1905-000	A/A Organization Costs		(25.54)	
	<b>Total Other Assets:</b>			1,907.14
	<b>Total Assets:</b>			<u>\$ 13,219,904.16</u>

Liabilities

Current Liabilities

2000-000	A/P Trade System Generated		317.14	
2020-588	D/T The Vistas at Round Mountain, LLC		798,148.49	
2025-002	D/T Summit Blanco, LLC		809,512.93	
2030-001	A/P Estimate Summit Springs		6,613,806.70	
2305-000	Accrued Manager Fees		(21,315.81)	
2315-000	Accrued Bonus		(6,249.48)	
2325-000	Accrued Broker Fee		142,000.00	
2453-000	A/I Johnson City Bank		3,500.00	
2457-000	A/I Littlejohn, Inc		1,500.00	
	<b>Total Current Liabilities:</b>			8,341,219.97

Long-Term Liabilities

2839-000	N/P Johnson City Bank		4,000,000.00	
2843-000	N/P Littlejohn, Inc.		900,000.00	
	<b>Total Long-Term Liabilities:</b>			4,900,000.00
	<b>Total Liabilities:</b>			13,241,219.97

Equity

3200-000	Retained Earnings		0.00	
3200-000	Retained Earnings-Current Year		(21,315.81)	
	<b>Total Equity:</b>			(21,315.81)
	<b>Total Liabilities &amp; Equity:</b>			<u>\$ 13,219,904.16</u>

## **Projections**

**SCHEDULE A  
PROJECT EVALUATION SCHEDULE**

<b>COMPANY:</b>	<b>NLP Summit Springs, LLC</b>
<b>PROJECT NAME:</b>	<b>Summit Springs</b>
<b>TOTAL ACREAGE:</b>	<b>860.00</b>
<b>TOTAL LOTS:</b>	<b>239</b>

<b>STATE/COUNTY:</b>	<b>Texas</b>
<b>ACQUISITION DATE:</b>	<b>1/15/2014</b>
<b>MANAGER:</b>	<b>Davy Roberts</b>
<b>ACQ MANAGER:</b>	<b>Davy Roberts</b>

**SALES:**

	<b>PROJECT BUDGET</b>	<b>% TO SALES</b>
RURAL ACREAGE	27,342,600	100.00%
UTILITY FEES		0.00%
BULK		0.00%
HOUSE		0.00%
TIMBER		0.00%
<b>TOTAL SALES</b>	<b>\$ 27,342,600</b>	<b>100.00%</b>

**COST OF REAL ESTATE:**

RURAL ACREAGE	6,258,220	22.89%
RESIDENTIAL		0.00%
BULK		0.00%
HOUSE	(750,000)	-2.74%
TIMBER		0.00%
<b>TOTAL LAND COSTS</b>	<b>\$ 5,508,220</b>	<b>20.15%</b>

**COST OF DEVELOPMENT:**

ROADS	3,000,000	10.97%
POWER/PHONE	1,500,000	5.49%
LOT CLEARING	200,000	0.73%
ENTRANCE	150,000	0.55%
COMMON AREA	5,000	0.02%
SEWER		0.00%
WATER	1,200,000	4.39%
<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 6,055,000</b>	<b>22.14%</b>

<b>TOTAL REAL ESTATE COSTS</b>	<b>\$ 11,563,220</b>	<b>42.29%</b>
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**DIRECT COST OF SALES**

ENGINEERING/SURVEYING	295,400	1.08%
LEGAL	20,000	0.07%
REAL ESTATE TAXES		0.00%
ENVIRONMENTAL STUDY	5,000	0.02%
PERMIT	5,000	0.02%
SOILS	-	0.00%
BONDING	125,000	0.46%
RESERVE	300,000	1.10%

<b>TOTAL DIRECT COST OF SALES</b>	<b>\$ 750,400</b>	<b>2.74%</b>
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<b>TOTAL COSTS OF SALES</b>	<b>\$ 12,313,620</b>	<b>45.03%</b>
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<b>GROSS PROFIT</b>	<b>\$ 15,028,980</b>	<b>54.97%</b>
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A/P Estimate

6,805,400

Summit Springs, LLC  
 Profit Plan  
 Consolidated Income Statement

	2013 November	2013 December	2014 January	2014 February	2014 March	2014 April	2014 May	2014 June	2014 July
Net income from real estate sales	-	-	-	-	-	2,100,000	1,100,000	1,600,000	1,100,000
Net income from operations	-	-	-	-	-	945,726	495,380	720,553	495,380
Net income from real estate sales	-	-	-	-	-	1,154,274	604,620	879,447	604,620
Net income from operations	-	-	-	-	-	315,000	165,000	240,000	165,000
Net income from real estate sales	-	-	-	-	-	155,000	105,000	130,000	105,000
Net income from operations	-	-	-	-	-	684,274	334,620	509,447	334,620
Net income from real estate sales	-	-	-	-	-	32,667	30,4%	31,8%	30,4%
Net income from operations	-	-	-	-	-	(16,667)	(14,479)	(11,146)	(8,333)
Net income from real estate sales	-	-	-	-	-	(30,167)	(24,333)	(22,250)	(22,250)
Net income from operations	-	-	-	-	-	-	-	-	-
Net income from real estate sales	-	-	-	-	-	637,441	295,807	476,051	304,036
Net income from operations	-	-	-	-	-	30,4%	26,9%	29,8%	27,6%

Net income before Mgr fees and Mgr Bonus

Summit Springs, LLC  
 ct: Summit Springs  
 ess Plan  
 uted Income Statement

	2014 August	2014 September	2014 October	2014 November	2014 December	2015 January	2015 February	2015 March	2015 April
of real estate	1,100,000	1,100,000	1,100,000	700,000	600,000	1,100,000	1,100,000	1,100,000	1,100,000
yf real estate sales	495,380	495,380	495,380	315,242	270,207	495,380	495,380	495,380	495,380
profit	604,620	604,620	604,620	384,758	329,793	604,620	604,620	604,620	604,620
g expense	165,000	165,000	165,000	105,000	90,000	165,000	165,000	165,000	165,000
istrative expense	105,000	105,000	105,000	85,000	80,000	105,000	105,000	105,000	105,000
ie from operations	334,620	334,620	334,620	194,758	159,793	334,620	334,620	334,620	334,620
st expense - Bank	30.4%	30.4%	30.4%	27.8%	26.6%	30.4%	30.4%	30.4%	30.4%
st expense - Internal	(5,521)	(3,229)	(938)	-	-	-	-	-	-
liting fees	(22,250)	(22,250)	(22,250)	(20,583)	(17,250)	(17,250)	(14,333)	(10,167)	(6,000)
st income	-	-	-	-	-	-	-	-	-
ie before Mgr fees and Mgr Bonus	306,849	309,141	311,432	174,175	142,543	317,370	320,286	324,453	328,620
	27.9%	28.1%	28.3%	24.9%	23.8%	28.9%	29.1%	29.5%	29.9%



Summit Springs, LLC  
 ct: Summit Springs  
 ess Plan  
 ted Income Statement

	2015 May	2015 June	2015 July	2015 August	2015 September	2015 October
of real estate	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
of real estate sales	495,380	495,380	495,380	495,380	495,380	495,380
profit	604,620	604,620	604,620	604,620	604,620	604,620
g expense	165,000	165,000	165,000	165,000	165,000	165,000
listrative expense	105,000	105,000	105,000	105,000	105,000	105,000
e from operations	334,620	334,620	334,620	334,620	334,620	334,620
st expense - Bank	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%
st expense - Internal	-	-	-	-	-	-
liting fees	(1,833)	-	-	-	-	-
st income	-	-	-	-	-	-
e before Mgr fees and Mgr Bonus	332,786	334,620	334,620	334,620	334,620	334,620
	30.3%	30.4%	30.4%	30.4%	30.4%	30.4%

Summit Springs, LLC  
 Profit Plan  
 Projected Income Statement

	2015 November	2015 December	2016 January	2016 February	2016 March	2016 April	2016 May	2016 June	Total Company
Revenue of real estate sales	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	342,600	-	-	27,342,600
Less: profit	495,380	495,380	495,380	495,380	495,380	154,288	-	-	12,313,620
	604,620	604,620	604,620	604,620	604,620	188,312	-	-	15,028,980
Operating expense	165,000	165,000	165,000	165,000	165,000	51,390	-	-	4,101,390
Administrative expense	105,000	105,000	105,000	105,000	105,000	67,130	50,000	50,000	2,792,130
Income from operations	334,620	334,620	334,620	334,620	334,620	69,792	(50,000)	(50,000)	8,135,460
Less: expense - Bank	30.4%	30.4%	30.4%	30.4%	30.4%	20.4%	#DIV/0!	#DIV/0!	
Less: expense - Internal	-	-	-	-	-	-	-	-	(110,313)
Less: consulting fees	-	-	-	-	-	-	-	-	(328,375)
Less: net income	-	-	-	-	-	-	-	-	-
	334,620	334,620	334,620	334,620	334,620	69,792	(50,000)	(50,000)	7,696,773
Income before Mgr fees and Mgr Bonus	30.4%	30.4%	30.4%	30.4%	30.4%	20.4%	#DIV/0!	#DIV/0!	28.1%

DEBITS

as proceeds  
 n proceeds - Bank  
 ber income  
 il receipts  
 BURSEMENTS  
 d / home purchases  
 ing expenses  
 ministrative expenses  
 rest expense - Bank  
 rest expense - Internal  
 ulting fees  
 rty interests  
 ager fees  
 ge in accrual-M&MF  
 1 repayments - Bank (50%)  
 1 repayments - Internal  
 ar  
 il disbursements  
 lge in B/S accounts  
 icted cash  
 tracts receivable  
 gage loans receivable  
 units receivable, related parties  
 units receivable, other  
 units receivable - Intercompany  
 ntory  
 erty and equipment, net  
 3 receivable  
 osits and other assets  
 units payable and customer deposits  
 units payable, related parties  
 units payable - Intercompany  
 ued expenses  
 ued interest

change in B/S accounts

SS OF RECEIPTS OVER  
 IER) DISBURSEMENTS

1  
 tracts Receivable  
 is Payable Balance - Bank  
 is Payable Balance - Internal  
 ued Expenses

	2013 November	2013 December	2014 January	2014 February	2014 March	2014 April	2014 May	2014 June	2014 July	2014 August	2014 September	2014 October	2014 November	2014 December
as proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
n proceeds - Bank	-	-	4,000,000	-	-	2,100,000	1,100,000	1,600,000	1,100,000	1,100,000	1,100,000	1,100,000	700,000	600,000
ber income	20,000	100,000	2,600,000	225,000	275,000	400,000	-	-	-	-	-	-	-	-
il receipts	20,000	100,000	6,600,000	225,000	275,000	2,500,000	1,100,000	1,600,000	1,100,000	1,100,000	1,100,000	1,100,000	700,000	600,000
BURSEMENTS														
d / home purchases	-	-	6,258,220	-	-	-	(750,000)	-	-	-	-	-	-	-
ing expenses	15,000	100,000	235,000	180,000	-	180,000	220,400	175,000	-	-	-	-	-	-
ministrative expenses	-	-	-	-	-	315,000	165,000	240,000	165,000	350,000	350,000	350,000	345,000	325,000
rest expense - Bank	-	-	25,000	25,000	25,000	155,000	105,000	130,000	165,000	165,000	165,000	165,000	105,000	90,000
rest expense - Internal	-	-	16,667	16,667	16,667	16,667	14,479	11,146	105,000	105,000	105,000	105,000	85,000	80,000
ulting fees	167	1,000	22,667	24,542	26,833	30,167	24,333	22,250	8,333	5,521	3,229	938	-	-
rty interests	-	-	-	-	-	-	-	-	22,250	22,250	22,250	22,250	20,583	17,250
ager fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ge in accrual-M&MF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 repayments - Bank (50%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1 repayments - Internal	-	-	-	-	-	-	525,000	800,000	675,000	675,000	550,000	550,000	225,000	-
ar	-	-	-	-	-	-	700,000	250,000	-	-	-	-	200,000	400,000
il disbursements	15,167	101,000	6,557,553	246,208	278,500	696,833	1,004,213	1,628,396	1,140,583	1,322,771	1,195,479	1,193,188	980,583	912,250
lge in B/S accounts														
icted cash	-	-	-	-	-	-	(50,000)	-	250,000	250,000	-	-	400,000	300,000
tracts receivable	-	-	-	-	-	(2,100,000)	-	-	-	-	-	-	-	-
gage loans receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units receivable, related parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units receivable, other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units receivable - Intercompany	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ntory	-	-	-	-	-	-	-	-	-	-	-	-	-	-
erty and equipment, net	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3 receivable	-	-	-	-	-	315,000	7,500	-	(37,500)	(37,500)	-	-	(60,000)	(45,000)
osits and other assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units payable and customer deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units payable, related parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-
units payable - Intercompany	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ued expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ued interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
change in B/S accounts	-	-	-	-	-	(1,785,000)	(42,500)	-	212,500	212,500	-	-	340,000	255,000
SS OF RECEIPTS OVER	4,833	(1,000)	42,447	(21,208)	(3,500)	18,167	53,288	(28,396)	171,917	(10,271)	(95,479)	(93,188)	59,417	(67,250)
IER) DISBURSEMENTS														
1	4,833	3,833	46,280	25,072	21,572	39,738	93,026	64,630	236,547	226,276	130,797	37,609	97,026	39,776
tracts Receivable	-	-	-	-	-	2,100,000	2,150,000	2,150,000	1,900,000	1,650,000	1,650,000	1,650,000	1,250,000	950,000
is Payable Balance - Bank	-	-	4,000,000	4,000,000	4,000,000	4,000,000	3,475,000	2,675,000	2,000,000	1,325,000	775,000	225,000	-	-
is Payable Balance - Internal	20,000	120,000	2,720,000	2,945,000	3,220,000	3,620,000	2,920,000	2,670,000	2,670,000	2,670,000	2,670,000	2,670,000	2,470,000	2,070,000
ued Expenses	-	-	-	-	-	315,000	322,500	322,500	285,000	247,500	247,500	247,500	187,500	142,500

## Summit Springs, LLC Project: Summit Springs Business Plan Cash Flow

[illegible]



Development Budget	2013												Dec 2013 Amount Remaining	
	January	February	March	April	May	June	July	August	September	October	November	December		Total
Is	3,000,000	-	-	-	-	-	-	-	-	-	-	-	-	3,000,000
ar/Phone	1,500,000	-	-	-	-	-	-	-	-	-	-	-	-	1,500,000
Clearing	200,000	-	-	-	-	-	-	-	-	-	-	-	-	200,000
ence	150,000	-	-	-	-	-	-	-	-	-	-	-	-	150,000
ar	1,200,000	-	-	-	-	-	-	-	-	-	-	-	-	1,200,000
mon Area	5,000	-	-	-	-	-	-	-	-	-	15,000	25,000	40,000	1,160,000
ar	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
neering/Survey	295,400	-	-	-	-	-	-	-	-	-	-	-	-	-
I	20,000	-	-	-	-	-	-	-	-	-	-	75,000	75,000	220,400
ack/Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000
ronmental Study	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-
ut	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
ive	300,000	-	-	-	-	-	-	-	-	-	-	-	-	-
ling	125,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000
														300,000
														125,000

## jected

	Budget	2014 January	2014 February	2014 March	2014 April	2014 May	2014 June	2014 July	2014 August	2014 September	2014 October	2014 November	2014 December	Total	Dec 2014 Amount Remaining
Sales	3,000,000	-	100,000	100,000	100,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,300,000	1,700,000
SmartPhone	1,500,000	-	-	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	500,000	1,000,000
Licensing	200,000	-	-	30,000	-	25,000	25,000	25,000	25,000	25,000	25,000	-	-	200,000	-
Purchase	150,000	-	-	30,000	30,000	50,000	25,000	15,000	-	-	-	-	-	150,000	-
Rent	1,160,000	30,000	-	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	530,000	630,000
Non Area	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Advertising/Survey	220,400	50,000	50,000	50,000	50,000	20,400	-	-	-	-	-	-	-	220,400	-
Laboratory	20,000	20,000	-	-	-	-	-	-	-	-	-	-	-	20,000	-
Black/Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Environmental Study	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	300,000	-	30,000	-	-	-	-	-	-	-	-	-	-	5,000	-
Miscellaneous	125,000	125,000	-	-	-	-	-	-	-	-	-	-	-	30,000	270,000
														125,000	-
	6,690,400	235,000	180,000	210,000	180,000	220,400	175,000	165,000	350,000	350,000	350,000	345,000	325,000	3,085,400	3,605,000

Projected	2015												Dec 2015 Amount Remaining		
	Development Budget	January	February	March	April	May	June	July	August	September	October	November		December	Total
Is	1,700,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,500,000	200,000
er/Phone	1,000,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	-	1,000,000	-
Clearing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
er	630,000	100,000	100,000	100,000	100,000	100,000	100,000	30,000	-	-	-	-	-	-	-
mon Area	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
er	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
neering/Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	630,000	-
I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
ack/Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ronmental Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
er	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ive	270,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	3,605,000	325,000	325,000	325,000	325,000	325,000	325,000	255,000	225,000	225,000	225,000	125,000	125,000	3,130,000	475,000



[illegible]

## **Commercial Loan Agreement**

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
	NLP Summit Springs, LLC		01/21/14	CH
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$4,000,000.00	Not Applicable	5.250%	01/21/17	Commercial
Creditor Use Only				

## COMMERCIAL LOAN AGREEMENT

Single Advance Loan

**DATE AND PARTIES.** The date of this Commercial Loan Agreement (Agreement) is January 21, 2014. The parties and their addresses are as follows:

**LENDER:**

JOHNSON CITY BANK  
100 East Pecan; P.O. Box 426  
Johnson City, TX 78636

**BORROWER:**

NLP SUMMIT SPRINGS, LLC  
a Delaware Limited Liability Company  
665 Simmonds Rd  
Williamstown, MA 01267

**1. DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.

**A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.

**B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.

**C. Loan.** The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

**E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Agreement. "You" and "your" refers to the Loan's lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

**F. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

**2. SINGLE ADVANCE.** In accordance with the terms of this Agreement and other Loan Documents, you will provide me with a term note in the amount of \$4,000,000.00 (Principal). I will receive the funds from this Loan in one advance. No additional advances are contemplated, except those made to protect and preserve your interests as provided in this Agreement or other Loan Documents.

**3. MATURITY DATE.** I agree to fully repay the Loan by January 21, 2017.

**4. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Loan is in effect, except when this Agreement provides otherwise.

**A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

**B. Authority.** The execution, delivery and performance of this Loan and the obligation evidenced by the Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

**D. Hazardous Substances.** Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.

**E. Use of Property.** After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.

**F. Environmental Laws.** I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.

**G. Loan Purpose.** The purpose of this Loan is purchase land with improvements being; 860.46 Acres, Burnet County, Texas.

**H. No Other Liens.** I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.

**I. Compliance With Laws.** I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.

**J. Legal Dispute.** There are no pending or threatened lawsuits, arbitrations or other proceedings against me or my property that singly or together may materially and adversely affect my property, operations, financial condition, or business.

**K. Adverse Agreements.** I am not a party to, nor am I bound by, any agreement that is now or is likely to become materially adverse to my business, Property or operations.

**L. Other Claims.** There are no outstanding claims or rights that would conflict with the execution, delivery or performance by me of the terms and conditions of this Agreement or the other Loan Documents. No outstanding claims or rights exist that may result in a lien on the Property, the Property's proceeds and the proceeds of proceeds, except liens that were disclosed to and agreed to by you in writing.

**M. Solvency.** I am able to pay my debts as they mature, my assets exceed my liabilities and I have sufficient capital for my current and planned business and other activities. I will not become insolvent by the execution or performance of this Loan.

**5. FINANCIAL STATEMENTS.** I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

**A. Certification.** I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

**B. Frequency.** In addition to the financial statements provided to you prior to closing, I will provide you with current financial statements on an annual basis, or as otherwise requested by you, until I have performed all of my obligations under the Loan and you terminate the Loan in writing.

**C. SEC Reports.** I will provide you with true and correct copies of all reports, notices or statements that I provide to the Securities and Exchange Commission, any securities exchange or my stockholders, owners, or the holders of any material indebtedness as soon as available or at least within days after issuance.

**D. Requested Information.** I will provide you with any other information about my operations, financial affairs and condition within days after your request.

**6. COVENANTS.** Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

**A. Participation.** I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

**B. Inspection.** Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will

permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

- (1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.
- (2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.
- (3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

**C. Business Requirements.** I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

**D. Compliance with Laws.** I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

**E. New Organizations.** I will obtain your written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all the assets of another; materially changing the legal structure, management, ownership or financial condition; or effecting or entering into a domestication, conversion or interest exchange.

**F. Dealings with Insiders.** I will not purchase, acquire or lease any property or services from, or sell, provide or lease any property or services to, or permit any outstanding loans or credit extensions to, or otherwise deal with, any insiders except as required under contracts existing at the time I applied for the Loan and approved by you or as this Agreement otherwise permits. I will not change or breach these contracts existing at Loan application so as to cause an acceleration of or an increase in any payments due.

**G. Other Debts.** I will pay when due any and all other debts owed or guaranteed by me and will faithfully perform, or comply with all the conditions and obligations imposed on me concerning the debt or guaranty.

**H. Other Liabilities.** I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

**I. Notice to You.** I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

**J. Certification of No Default.** On your request, my chief financial officer or my independent accountant will provide you with a written certification that to the best of their knowledge no event of default exists under the terms of this Agreement or the other Loan Documents, and that there exists no other action, condition or event which with the giving of notice or lapse of time or both would constitute a default. As requested, my chief financial officer or my independent accountant will also provide you with computations demonstrating compliance with any financial covenants and ratios contained in this Agreement. If an action, condition or event of default does exist, the certificate must accurately and fully disclose the extent and nature of this action, condition or event and state what must be done to correct it.

**K. Use of Loan Proceeds.** I will not permit the loan proceeds to be used to purchase, carry, reduce, or retire any loan originally incurred to purchase or carry any margin stock or otherwise cause the Loan to violate Federal Reserve Board Regulations U or X, or Section 8 of the Securities and Exchange Act of 1934 and its regulations, as amended.

**L. Dispose of No Assets.** Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

**M. No Other Liens.** I will not create, permit or suffer any lien or encumbrance upon any of my properties for or by anyone, other than you, except for: nonconsensual liens imposed by law arising out of the ordinary course of business on obligations that are not overdue or which I am contesting in good faith after making appropriate reserves; valid purchase money security interests on personal property; or any other liens specifically agreed to by you in writing.

**N. Guaranties.** I will not guaranty or become liable in any way as surety, endorser (other than as endorser of negotiable instruments in the ordinary course of business) or accommodation endorser or otherwise for the debt or obligations of any other person or entity, except to you or as you otherwise specifically agree in writing.

**O. No Default under Other Agreements.** I will not allow to occur, or to continue unremedied, any act, event or condition which constitutes a default, or which, with the passage of time or giving of notice, or both, would constitute a default under any agreement, document, instrument or undertaking to which I am a party or by which I may be bound.

**P. Legal Disputes.** I will promptly notify you in writing of any threatened or pending lawsuit, arbitration or other proceeding against me or any of my property, not identified in my financial statements, or that singly or together with other proceedings may materially and adversely affect my property, operations, financial condition or business. I will use my best efforts to bring about a favorable and speedy result of any of these lawsuits, arbitrations or other proceedings.

**Q. Other Notices.** I will immediately provide you with any information that may materially and adversely affect my ability to perform this Agreement and of its anticipated effect.

**R. No Change in Capital.** I will not release, redeem, retire, purchase or otherwise acquire, directly or indirectly, any of my capital stock or other equity security or partnership interest, or make any change in my capital structure, except to the extent required by any agreements signed prior to this Agreement and disclosed to you or with your prior written consent.

**S. Loan Obligations.** I will make full and timely payment of all principal and interest obligations, and comply with the other terms and agreements contained in this Agreement and in the other Loan Documents.

**T. Insurance.** I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee clause (or lender loss payable clause) endorsement - naming you as the loss payee. If you require, I will also obtain an "additional insured" endorsement - naming you as an additional insured. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

**U. Property Maintenance.** I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

**V. Property Loss.** I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

**W. Reserves.** You may set aside and reserve Loan proceeds for Loan interest, fees and expenses, taxes, and insurance. I grant you a security interest in the reserves.

No interest will accrue on any reserve Loan proceeds. Disbursement of reserves is disbursement of the Loan's proceeds. At my request, you will disburse the reserves for the purpose they were set aside for, as long as I am not in default under this Agreement. You may directly pay these reserved items, reimburse me for payments I made, or reduce the reserves and increase the Loan proceeds available for disbursement.

**X. Additional Taxes.** I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

**7. DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** I fail to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations I have with you.

**C. Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

**D. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Agreement.

**E. Other Documents.** A default occurs under the terms of any other Loan Document.

**F. Other Agreements.** I am in default on any other debt or agreement I have with you.

**G. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** I fail to satisfy or appeal any judgment against me.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**K. Property Transfer.** I transfer all or a substantial part of my money or property.

**L. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.

**M. Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

**N. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

**8. REMEDIES.** After I default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of the Loan immediately due. If I am a debtor in a bankruptcy petition or in an application filed under section 5(a)(3) of the Securities Investor Protection Act, the Loan is automatically accelerated and immediately due and payable without notice or demand upon filing of the petition or application.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of the Loan, and accrue interest at the highest post-maturity interest rate.

**E. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of the Loan against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of the Loan" means the total amount to which you are entitled to demand payment under the terms of the Loan at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Loan, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**9. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear

interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**10. APPLICABLE LAW.** This Agreement is governed by the laws of Texas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**11. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

**12. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**13. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**14. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**15. AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

**16. WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation.



If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

17. **WAIVER OF JURY TRIAL.** If the parties do not opt for arbitration, then all of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

18. **SIGNATURES.** By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**BORROWER:**

NLP Summit Springs, LLC

By: *NLP Summit Springs, LLC, sole Member*

By: *American Land Partners, Inc., Manager*

By *Timothy D. Smith*  
Timothy D. Smith, Treasurer

Date 1/20/14

**LENDER:**

Johnson City Bank

By *Leslie L. Hudler*  
Leslie L. Hudler, President

Date 1/21/14

**Tariff**

# WATER UTILITY TARIFF FOR

NLP Summit Springs, LLC	9508 E. Highway 71
(Utility Name)	(Business Address)
Spicewood, Texas 78669	(281) 705-0214
(City, State, Zip Code)	(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

NLP Summit Springs, LLC is applying for a new Certificate of Convenience and Necessity

This tariff is effective in the following county (ies):

Blanco and Burnet

This tariff is effective in the following cities or unincorporated towns (if any):

Not within a city limits

This tariff is effective in the following subdivision or systems:

Summit Springs Subdivision Water System

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

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SECTION 1.0 – RATE SCHEDULE	2
SECTION 2.0 – SERVICE RULES AND POLICIES	4
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APPENDIX A – SAMPLE SERVICE AGREEMENT	
APPENDIX B – APPLICATION FOR SERVICE	

(Utility Name)

## SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

## RESIDENTIAL/NON-RESIDENTIAL

Meter Size	Monthly Minimum Charge	Gallage Charge		
5/8 or 3/4"	\$ 52.00	\$ 0.00	per 1000 gallons, 1 <sup>st</sup>	2,000 gallons
1"	\$ 111.00	\$ 3.75	per 1000 gallons, next	3,000 gallons
1 1/2"	\$ 210.00	\$ 4.75	per 1000 gallons, next	10,000 gallons
2"	\$ 332.00	\$ 6.90	per 1000 gallons, next	10,000 gallons
3"	\$ 651.00	\$ 7.95	per 1000 gallons thereafter	

**FORM OF PAYMENT:** The utility will accept the following forms of payment:Cash ☒, Check ☒, Money Order ☒, Credit Card ☒, Other (specify) Electronic Funds Transfer

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

**REGULATORY ASSESSMENT**1.0%

TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.

Section 1.02 - Miscellaneous Fees**TAP FEE**\$ 800

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

**TAP FEE (Unique costs)**Actual Cost

FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

**TAP FEE (Large meter)**Actual Cost

TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

**METER RELOCATION FEE**Actual Relocation Cost, Not to Exceed Tap Fee

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

SECTION 1.0 – RATE SCHEDULE (Continued)

**METER TEST FEE** \$ 25.00

THIS FEE WILL BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

**METER RE-READ FEE** \$ 25.00

THIS FEE WILL BE CHARGED IF A CUSTOMER REQUESTS MORE THAN ONE RE-READ OF THEIR METER WITHIN A TWO-YEAR PERIOD AND THE RE-READ INDICATES THAT THE PREVIOUS READING WAS RECORDED ACCURATELY.

**DISCONNECTION FEE** \$ 25.00

THE DISCONNECTION FEE WILL BE CHARGED TO CUSTOMERS WHO DISCONNECT FROM THE SYSTEM FOR ANY REASON EXCEPT TERMINATION OF A UTILITY ACCOUNT.

**RECONNECTION FEE**

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Nonpayment of bill \$ 25.00
- b) Reconnect fee if customer requested disconnection \$ 25.00

**TRANSFER FEE** \$ 30.00

THIS FEE APPLIES TO CUSTOMERS WHO REQUEST TO TRANSFER AN ACCOUNT FROM ONE SERVICE LOCATION TO ANOTHER EXISTING SERVICE LOCATION WITHIN THE SAME SERVICE AREA. IF THERE IS NOT AN EXISTING TAP AT THE NEW SERVICE LOCATION, THE CUSTOMER WILL ALSO BE RESPONSIBLE FOR ALL CHARGES AND FEES FOR A NEW SERVICE APPLICATION AND CONNECTION.

**CHANGE OF ACCOUNT FEE** \$ 20.00

THE CHANGE OF ACCOUNT FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

**LATE CHARGE** 10% OF THE BILL

TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

**RETURNED CHECK CHARGE** \$ 25.00

**CUSTOMER DEPOSIT RESIDENTIAL** \$ 50.00

**COMMERCIAL & NON-RESIDENTIAL DEPOSIT** 1/6TH OF ESTIMATED ANNUAL BILL

**GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE** \$ Actual Cost

WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [30 TAC 291.21(K)(2)]

NLP Summit Springs, LLC

(Utility Name)

Water Tariff

SECTION 1.0 – RATE SCHEDULE (Continued)

**LINE EXTENSION AND CONSTRUCTION CHARGES:**

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

**APPLICATION FEE**

\$ 40.00

THIS FEE IS DUE AT THE TIME WATER SERVICE IS REQUESTED

**METER INSTALLATION AND INSPECTION FEE**

\$ See below

THIS FEE WILL BE \$100 OR THE COST OF THE METER, WHICHEVER IS GREATER. IF THE COST OF THE METER EXCEEDS \$100, THEN A \$25 INSPECTION FEE WILL BE ADDED TO THE ACTUAL COST OF THE METER.

**EQUIPMENT DAMAGE FEE**

\$ See below

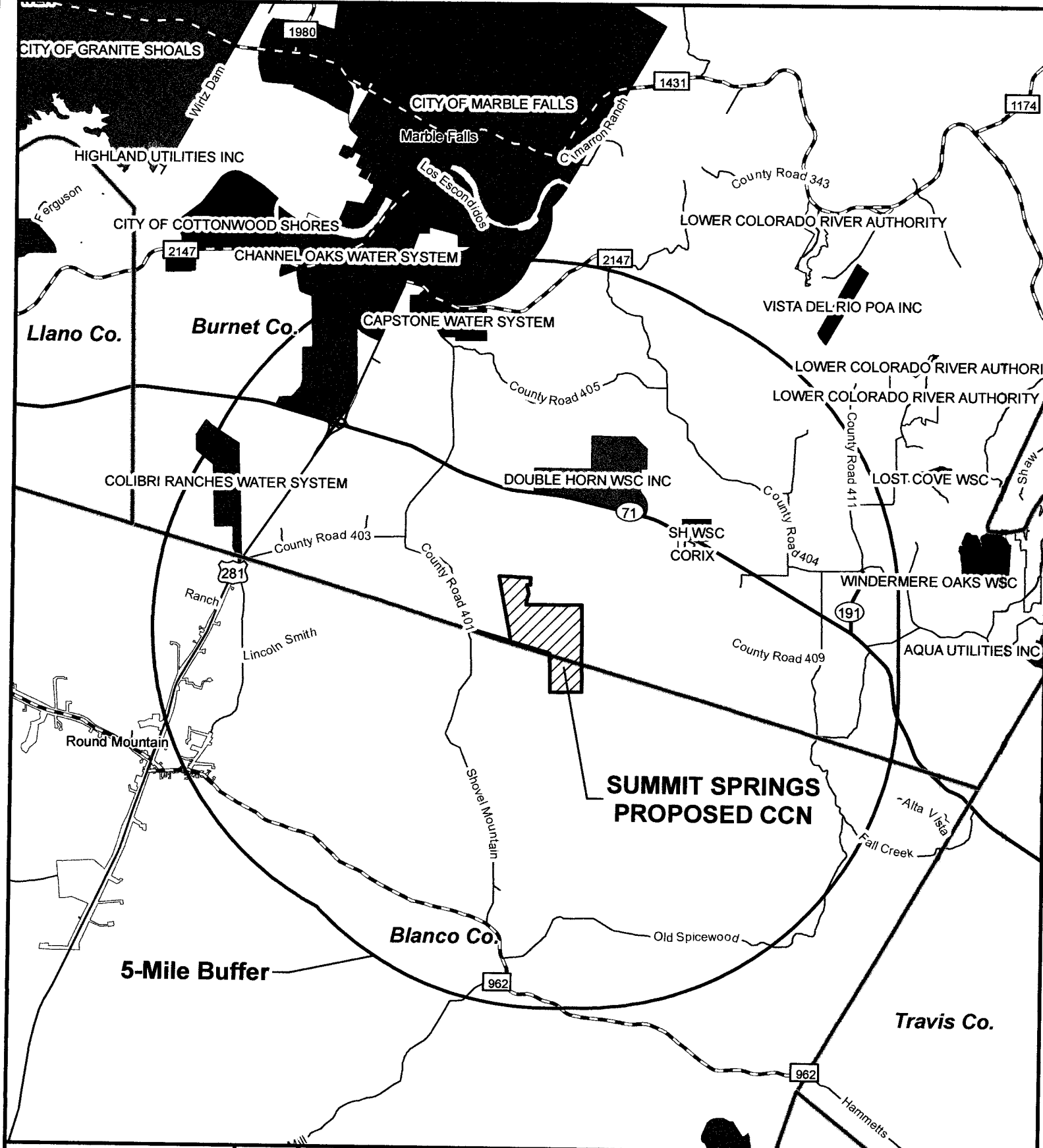
IF THE UTILITY'S FACILITIES OR EQUIPMENT HAVE BEEN DAMAGED DUE TO TAMPERING, NEGLIGENCE, OR UNAUTHORIZED USE OF THE UTILITY'S EQUIPMENT, RIGHT-OF-WAY, OR METER SHUT-OFF VALVE, OR DUE TO OTHER ACTS FOR WHICH THE UTILITY INCURS LOSSES OR DAMAGES, THE CUSTOMER SHALL BE LIABLE FOR A FEE OF \$50.00 OR THE ACTUAL COSTS FOR ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR REPAIR, REPLACEMENT, OR OTHER CORRECTIVE ACTIONS BY THE UTILITY, WHICHEVER IS GREATER. THIS FEE SHALL BE CHARGED AND PAID BEFORE SERVICE IS RE-ESTABLISHED.

# **Attachment 8**

## **Notices**

**Neighboring Utilities and Cities**  
**Notices**





Scale: 0 1 2 Miles

Drawn By: BB Date: 4-14

Quad Name and No:

Projection:  
UTM NAD 83 Zone 14



### Summit Springs Proposed CCN - Surrounding Utilities

Blanco and  
Burnet Counties, Texas



Wet Rock Groundwater Services, L.L.C.  
Groundwater Specialists

TBPG Firm No: 50038

311 Ranch Road 620 South, Ste. 103  
Austin, Texas 78734 Ph: 512.773.3226  
www.wetrockgs.com

## Notice to Neighboring Systems, Landowners and Cities

### NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER SEWER UTILITY SERVICE IN

Blanco and Burnet

COUNTY(IES), TEXAS

To: Flat Rock Ranch LP dba Capstone Water

Date Notice Mailed 20 14

*(Neighboring System, Landowner or City)*

1301 S CAPITAL OF TEXAS HWY STE 134A

(Address)

AUSTIN

TX

78746-7012

City

State

Zip

Name of Applicant NLP Summit Springs, LLC has filed an application for a CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Blanco and Burnet County(ies).

The proposed utility service area is located approximately 8 miles southeast  
[direction] of downtown Marble Falls, [City or Town] Texas, and is generally bounded on the north by undeveloped private land; on the east by undeveloped private land; on the south by undeveloped private land; and on the west by undeveloped private land.

**See enclosed map of the proposed service area.**

The total area being requested includes approximately 860 acres and 0 current customers.

The proposed amendment affects customers and/or areas located in the following zip code(s):

78669

*(List All Affected Zip Codes)*

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**

# Notice to Neighboring Systems, Landowners and Cities

## NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER SEWER UTILITY SERVICE IN

Blanco and Burnet

COUNTY(IES), TEXAS

To: SH WSC

(Neighboring System, Landowner or City)

Date Notice Mailed 20 14

500 N Capital of Texas HWY Bldg 125

(Address)

Austin

TX

78746

City

State

Zip

Name of Applicant NLP Summit Springs, LLC has filed an application for a CCN to obtain or amend CCN No. (s) and to decertify a portion(s) of with the (Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water utility service in Blanco and Burnet County(ies). (specify 1) water or 2) sewer or 3) water & sewer)

The proposed utility service area is located approximately 8 miles southeast [direction] of downtown Marble Falls, [City or Town] Texas, and is generally bounded on the north by undeveloped private land ;on the east by undeveloped private land ;on the south by undeveloped private land ;and on the west by undeveloped private land

**See enclosed map of the proposed service area.**

The total area being requested includes approximately 860 acres and 0 current customers.

The proposed amendment affects customers and/or areas located in the following zip code(s):

78669

(List All Affected Zip Codes)

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**

## Notice to Neighboring Systems, Landowners and Cities

### NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER SEWER UTILITY SERVICE IN

Blanco and Burnet COUNTY(IES), TEXAS

To: Double Horn Creek Water Supply Corporation Date Notice Mailed 20 14  
(Neighboring System, Landowner or City)

101 Double Horn Trail

(Address)

Spicewood TX 78669  
City State Zip

Name of Applicant NLP Summit Springs, LLC has filed an application for a  
CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to  
decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Blanco and Burnet County(ies).

The proposed utility service area is located approximately 8 miles southeast  
[direction] of downtown Marble Falls, [City or Town] Texas, and is  
generally bounded on the north by undeveloped private land; on the east by  
undeveloped private land; on the south by undeveloped private land; and on the west by undeveloped private land

**See enclosed map of the proposed service area.**

The total area being requested includes approximately 860 acres and 0  
current customers.

The proposed amendment affects customers and/or areas located in the following zip  
code(s):

78669

(List All Affected Zip Codes)

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**

# Notice to Neighboring Systems, Landowners and Cities

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER SEWER UTILITY SERVICE IN

Blanco and Burnet

COUNTY(IES), TEXAS

To: Corix Utilities Texas, Inc.

Date Notice Mailed 20 14

(Neighboring System, Landowner or City)

6836 Bee Cave Rd, Ste 209

(Address)

Austin

TX

78746

City

State

Zip

Name of Applicant NLP Summit Springs, LLC has filed an application for a CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Blanco and Burnet County(ies).

The proposed utility service area is located approximately 8 miles southeast  
[direction] of downtown Marble Falls, [City or Town] Texas, and is generally bounded on the north by undeveloped private land; on the east by undeveloped private land; on the south by undeveloped private land; and on the west by undeveloped private land.

**See enclosed map of the proposed service area.**

The total area being requested includes approximately 860 acres and 0 current customers.

The proposed amendment affects customers and/or areas located in the following zip code(s):

78669

(List All Affected Zip Codes)

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.



**Persons who wish to intervene or comment should write the:**

Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

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Texas Commission on Environmental Quality  
Water Supply Division  
Utilities and Districts Section, MC-153  
P. O. Box 13087  
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

**Si desea informacion en Espanol, puede llamar al 1-512-239-0200.**

# Notice to Neighboring Systems, Landowners and Cities

## NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER SEWER UTILITY SERVICE IN

Blanco and Burnet

COUNTY(IES), TEXAS

To: Spirit Development IV, Inc dba Colibri Ranches Water System Date Notice Mailed 20 14  
(Neighboring System, Landowner or City)

PO BOX 4740

(Address)

HORSHOE BAY

TX

78657

City

State

Zip

Name of Applicant NLP Summit Springs, LLC has filed an application for a  
CCN to obtain or amend CCN No. (s) \_\_\_\_\_ and to  
decertify a portion(s) of \_\_\_\_\_ with the  
(Name of Decertificated Utility)

Texas Commission on Environmental Quality to provide water  
(specify 1) water or 2) sewer or 3) water & sewer)  
utility service in Blanco and Burnet County(ies).

The proposed utility service area is located approximately 8 miles southeast  
[direction] of downtown Marble Falls, [City or Town] Texas, and is  
generally bounded on the north by undeveloped private land; on the east by  
undeveloped private land; on the south by undeveloped private land; and on the west by undeveloped private land

**See enclosed map of the proposed service area.**

The total area being requested includes approximately 860 acres and 0  
current customers.

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code(s):

78669

(List All Affected Zip Codes)

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