



Control Number: 46245



Item Number: 559

Addendum StartPage: 0

RECEIVED

SOAH DOCKET NO. 473-17-0119 WS  
PUC DOCKET NO. 46245  
2017 JUN 14 AM 10:34

PUBLIC UTILITY COMMISSION  
FILING STAFF

APPLICATION OF DOUBLE §  
DIAMOND UTILITY COMPANY, INC. §  
FOR WATER AND SEWER §  
RATE/TARIFF CHANGE §

BEFORE THE STATE OFFICE  
OF  
ADMINISTRATIVE HEARINGS

**WHITE BLUFF RATEPAYERS GROUP'S THIRD  
REQUEST FOR INFORMATION TO DOUBLE DIAMOND UTILITY COMPANY, INC.**

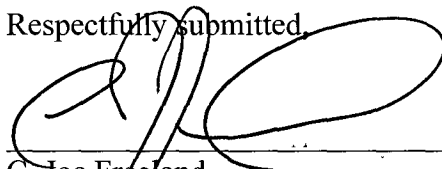
To: Double Diamond Utility Company, Inc., by and through its attorney of record, John Carlton, The Carlton Law Firm, P.L.L.C., 2705 Bee Cave Road, Suite 200, Austin, Texas, 78746

Pursuant to 16 Tex. Admin. Code Ann. § 22.144 (TAC), White Bluff Ratepayers Group ("WBRG") requests that Double Diamond Utility Company, Inc. provide the following information and answer the following question(s) under oath. By agreement of the parties, objections to these requests are due by July 6, 2017, and the question(s) shall be answered in sufficient detail to fully present all of the relevant facts by July 12, 2017. Please copy the question immediately above the answer to each question. These question(s) are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer. State the name of the witness in this cause who will sponsor the answer to the question and can vouch for the truth of the answer.

Responses should be provided to: Joe Freeland, Mathews & Freeland, LLP, 8140 N. MoPac Expy, Suite 2-260, Austin, Texas 78759.

**Dated: June 14, 2017**

Respectfully submitted,

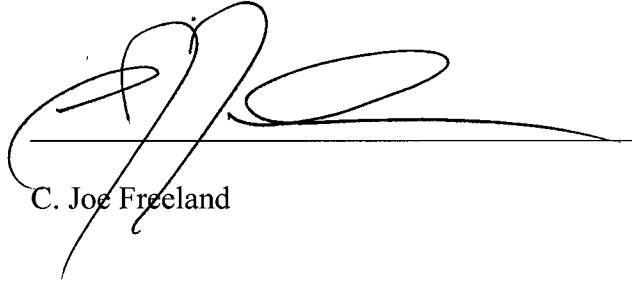


C. Joe Freeland  
State Bar No. 07417500  
Mathews & Freeland, LLP  
8140 N. MoPac Expy  
Suite 2-260  
Austin, Texas 78759  
(512) 404-7800  
jfreeland@mandf.com

ATTORNEYS FOR  
WHITE BLUFF RATEPAYERS GROUP

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing document was served on all parties of record in this proceeding on June 14<sup>th</sup>; 2017, by hand-delivery, facsimile, electronic mail, and/or First Class Mail.



C. Joe Freeland

**SOAH DOCKET NO. 473-17-0119.WS  
PUC DOCKET NO. 46245**

**WBRG'S THIRD REQUEST FOR INFORMATION TO  
DOUBLE DIAMOND UTILITY COMPANY, INC.**

**DEFINITIONS**

- A. "Double Diamond," "the Company," or "you" refers to Double Diamond Utility Company, Inc. and any person acting or purporting to act on their behalf, including, without limitation, attorneys, agents, advisors, investigators, representatives, employees, or other persons.
- B. The terms "document" or "documents" are used in their broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description; whether printed, stored, produced, or reproduced by any process, whether visually, magnetically, mechanically, electronically, or by hand, whether final or draft or deleted, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, and whether or not in your actual or constructive possession, custody, or control. The terms include, but are not limited to, writings, correspondence, telegrams, memoranda, studies, reports, surveys, statistical compilations, diagrams, schematic and other drawings, engineering plans and drawings, maps, studies, notes, calendars, tapes, computer disks, data on computer drives, existing and deleted e-mail, electronic recordings, tape recordings, cards, records, contracts, agreements, easements, invoices, licenses, diaries, journals, accounts, ledgers, pamphlets, books, publications, microfilm, microfiche, photographs, video recordings, and any other data compilations from which information can be obtained and translated, by you if necessary, into reasonably usable form. "Document" or "documents" shall also include every copy of a document where the copy contains any commentary or notation of any kind that does not appear on the original or any other copy.

**INSTRUCTIONS**

- A. Pursuant to 16 TAC § 22.144(c)(2), WBRG requests that answers to the requests for information be made under oath. Each answer should identify the person responsible for preparing that answer (other than the purely clerical aspects of its preparation) and the name of the witness in this proceeding who will sponsor the answer and who can vouch for its accuracy.
- B. In producing documents pursuant to this request for information, please indicate the specific request(s) to which the document is being produced.
- C. These requests are continuing in nature, and should there be a change in circumstances which would modify or change an answer supplied by you, such changed answer shall be submitted as a supplement to your original answer within five working days of acquiring the information, pursuant to 16 TAC § 22.144(i).

- D. Please answer each request and sub-request in the order in which they are listed and in sufficient detail to provide a complete and accurate answer to the request.
- E. WBRG requests that each item of information be made available as it is completed, rather than upon compilation of all information requested.
- H. Pursuant to Tex. R. Civ. P. 196.4, WBRG specifically requests that any electronic or magnetic data (which is included in the definition of “document”) that is responsive to a request herein be produced in a format that is compatible with Microsoft and be produced with your response to these requests.
- I. The terms “and” and “or” shall be construed both disjunctively and conjunctively as necessary to make the request inclusive rather than exclusive.
- J. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.”
- K. “Any” shall be construed to include “all” and “all” shall be construed to include “any.”
- L. The term “concerning,” or one of its inflections, includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically or factually connected with the matter to which the term refers; or having a tendency to prove or disprove the matter to which the term refers.
- M. The term “including,” or one of its inflections, means and refers to “including but not limited to.”
- N. “Relating to,” “regarding,” “concerning” and similar terms mean addressing, analyzing, referring, discussing, mentioning in any way, explaining, supporting, describing, forming the basis for, or being logically or causally connected in any way with the subject of these discovery requests.
- O. “Explain the basis” means provide all information on or describe every fact, statistic, inference, estimate, consideration, conclusion, study, and analysis known to Double Diamond that was relied upon in support of the expressed contention, proposition, conclusion or statement.
- P. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
- Q. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
- R. Pursuant to 16 TAC § 22.144(g)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.

- S. If the information requested is included in previously furnished exhibits, workpapers, responses to other discovery inquiries or otherwise, in hard copy or electronic format, please furnish specific references thereto, including Bates Stamp page citations and detailed cross-references.
- T. If a data response is available in Excel format, provide the Excel version of the data response.
- U. If any document is withheld under any claim of privilege, please furnish a privilege log identifying each document for which a privilege is claimed, together with the following information: date and title of the document, the preparer or custodian of the information, to whom the document was sent and from whom it was received, subject matter of the document, and an explanation of the basis upon which the privilege is claimed.
- V. Words and phrases used in this request that also are used in the PUC Chapter 24 Rules shall have the same meaning as given to those words and phrases in those rules.

**WBRG'S THIRD REQUEST FOR INFORMATION TO  
DOUBLE DIAMOND UTILITY COMPANY, INC.**

- WBRG 3-1** Referencing Double Diamond's response to WBRG 2-12, please provide the analysis, work papers, and source documentation relied upon by Double Diamond to arrive at the allocation of expenses to the White Bluff water utilities.
- WBRG 3-2** Referencing Double Diamond's response to WBRG 2-14, please provide the analysis, work papers, and source documentation relied upon by DDU to arrive at the allocation of expenses to the White Bluff water utilities.
- WBRG 3-3** Referring Double Diamond's response to WBRG 2-15, please provide the analysis, work papers, and source documentation relied upon by DDU to arrive at the allocation of expenses to the White Bluff water utilities.
- WBRG 3-4** Referencing Double Diamond's response to WBRG 2-19, please provide an itemized accounting of the spending of funds obtained through this loan.
- WBRG 3-5** Referring to Double Diamond's response to WBRG 2-24, please provide an itemized detail as to which entities would install the utility infrastructure referenced in this response.
- WBRG 3-6** Please provide documents responsive to WBRG 2-6 in native format (excel or similar).
- WBRG 3-7** Admit or deny. Attachment A is a true and accurate copy of a Warranty Deed conveying the tracts listed on Exhibit "A" from Double Diamond, Inc., to White Bluff Property Owners Association, Inc dated December 20, 1995.
- WBRG 3-8** Admit or deny. The list of tracts included in Exhibit "A" in Attachment A includes Tract 2 in White Bluff Four Subdivision ("WB4 TR2").
- WBRG 3-9** Admit or deny. The original cost of the tract, WB4 TR2, is included in Double Diamond's rate base as "land," as shown on DDU012745.
- WBRG 3-10** If you contend that Double Diamond owns WB4 TR2, please explain the basis for your contention.
- WBRG 3-11** Please identify all improvements on WB4 TR2.
- WBRG 3-12** Admit or deny. Attachment B is a true and correct copy of a form Real Estate Sales Contract used to sell property in the White Bluff subdivision to purchasers.
- WBRG 3-13** Please provide copies of all communications with the Texas Commission on Environmental Quality that occurred during the test year for the White Bluff systems.

- WBRG 3-14** Please provide copies of all public notifications required by the Texas Commission on Environmental Quality since January 1, 2014, for the White Bluff water system.
- WBRG 3-15** If Double Diamond provides potable water to the wastewater treatment plant serving the White Bluff subdivision, please provide copies of all bills for the water service to the plant for 2015.
- WBRG 3-16** Provide copies of draft IRS Forms 1120 for Double Diamond Utilities, Inc., for the years 2000 to 2016.



# **Attachment A**

WARRANTY DEED

THE STATE OF TEXAS §  
§  
COUNTY OF HILL §

White Bluff

KNOW ALL MEN BY THESE PRESENTS:

That DOUBLE DIAMOND, INC., a Texas corporation maintaining its principal office and place of business at 3500 Maple Avenue, Suite 1400, Dallas, Texas 75219 (hereafter referred to as the "Grantor") for and in consideration of the sum of Ten and more Dollars and other valuable consideration, receipt of which is acknowledged, to it in hand paid by White Bluff Property Owners Association, Inc. of 3500 Maple Avenue, Suite 1400, Dallas, Texas 75219, (hereinafter referred to as the "Grantee," whether one or more) has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the property described in Exhibit "A" attached hereto and made a part hereof for all purposes. Grantor specifically reserves and excepts from this conveyance all oil, gas and other minerals and mineral rights in or under the above-described property, and this conveyance is made subject to all prior easements, restrictions, covenants, conditions, reservations and rights-of-way of record.

To Have and To Hold the property described in Exhibit "A," together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, Grantee's heirs, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said property unto the said Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof

Witness the hand of Grantor this 20th day of December, 1995

ATTEST.

DOUBLE DIAMOND, INC., a Texas corporation

[Signature]  
Assistant Secretary

By [Signature]  
Beverly Selman, Exec. Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 20th day of December, 1995, by BEVERLY SELMAN, Exec. Vice President of Double Diamond, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas  
[Notary Seal]

[Signature]  
Notary Public in and for the State of Texas

RETURN RECORDED DOCUMENT TO:  
DOUBLE DIAMOND, INC.  
3500 MAPLE AVENUE, SUITE 1400  
DALLAS, TEXAS 75219

EXHIBIT "A"

**WB - White Bluff Subdivision**, as described in the corrected plat thereof, recorded in Slide A-130 of the Plat Records of Hill County, Texas;

**WB Three - White Bluff Three Subdivision**, as described in the plat, recorded in Slide 131A of the Plat Records of Hill County, Texas;

**WB Four - White Bluff Four Subdivision**, as described in the plat thereof, recorded in Slide 131AB and 132 A of the Plat Records of Hill County, Texas.

**WB Eight - White Bluff Eight Subdivision**, as described in the plat recorded in Slide 135A of the Plat Records of Hill County, Texas.

**WB Twelve - White Bluff Twelve Subdivision**, as described in the corrected plat recorded in Slide 137AB of the Plat Records of Hill County, Texas.

**WB Seventeen - White Bluff Seventeen Subdivision**, as described in the plat recorded in Slide 140AB of the Plat Records of Hill County, Texas.

**WB Twenty - White Bluff Twenty Subdivision**, as described in the plat recorded in Slide A-142 of the Plat Records of Hill County, Texas.

<u>LOT TRACT</u>	<u>SUBDIVISION</u>
Tract 1	WB Three
Tract 2	WB Four
Tract 3	WB Four
Tract 4	WB Four
Lots 33, 34, 35, & 36	WB Eight
Lots 172, 173, 174 & 175	WB Eight
Lots 200 & 201	WB Twelve
Lots 36, 37 & 38	WB Seventeen
Lots 18, 19, & 20	WB Twenty

Two Tracts of land designated as "Greenbelt" on the Plat of the White Bluff Subdivision containing 3.113 $\frac{1}{2}$  acres and 4.5 $\frac{1}{2}$  acres respectively.

009107

FILED  
 AT 1:00 O'CLOCK P.M.  
 ON THE 28 DAY OF Dec  
 A.D., 19 95

STATE OF TEXAS  
 COUNTY OF HILL

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Hill County, Texas.



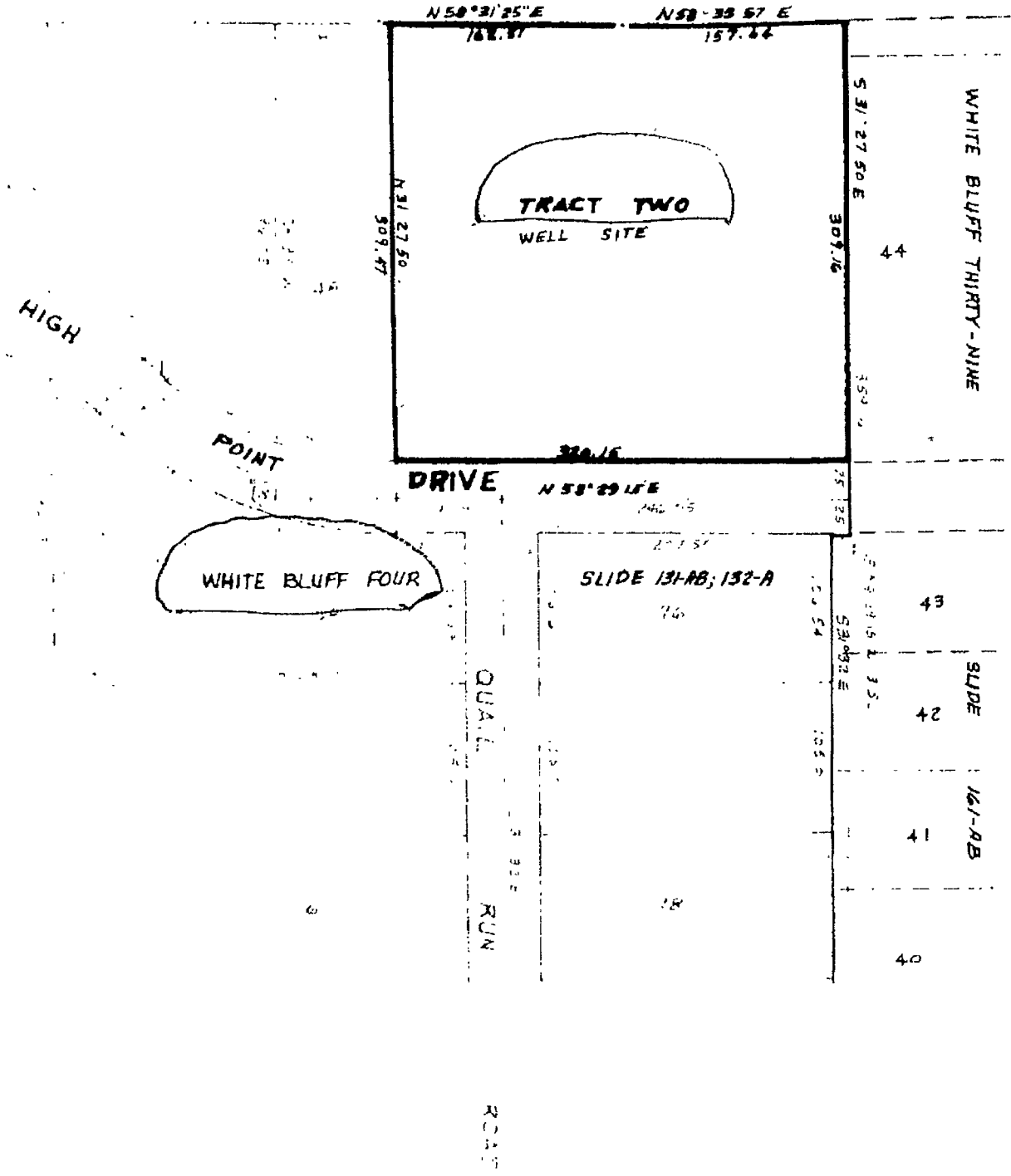
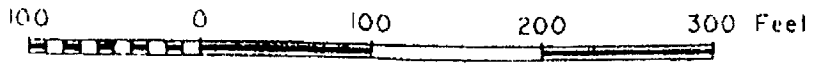
*Ruth Pelham*

County Clerk, Hill County, Texas

DEPUTY

Ruth Pelham  
 COUNTY CLERK, HILL CO TEXAS  
 BY *P. Hamacher*  
 DEPUTY

RECORDED



**EXHIBIT "A"**  
**WELL SITE**

TRACT A, WHITE BLUFF FOUR SUBDIVISION  
AS RECORDED IN SLIDE 131-AB AND 132-A,  
PLAT RECORDS OF HILL COUNTY, TEXAS

# **Attachment B**

REAL ESTATE SALES CONTRACT

THE STATE OF TEXAS § WHITE BLUFF SUBDIVISION
§
COUNTY OF HILL §

This REAL ESTATE SALES CONTRACT is entered into effective «mmddy» by and between DOUBLE DIAMOND, INC, a Texas corporation, 5495 Belt Line Road, Suite 200, Dallas, Texas 75254 (hereinafter referred to as the "Seller") and

NAME(S) «PURCHNAME» «RELATION» «PURCHNAME2»

STREET ADDRESS «ADDRESS»

CITY, STATE & ZIP «CITYSTZIP»

TELEPHONE «TELE»

(hereinafter referred to as the "Purchaser," whether one or more) upon the following terms and conditions

1 SALE AND PURCHASE Seller hereby promises and agrees to sell and convey to Purchaser, and Purchaser hereby promises and agrees to purchase from Seller the surface estate only of

LOT(S) «LOT» of the WHITE BLUFF «SECTION» SUBDIVISION, according to the subdivision plat thereof filed for record in the Plat Records of Hill County, Texas,

(such lot(s) referred to hereinafter as the "Property")

2 PURCHASE PRICE The purchase price for the Property shall be \$«purprice» (the "Purchase Price")

3 METHOD OF PURCHASE Purchaser elects to purchase the Property

\_\_\_ by payment of the Purchase Price in full

\_\_\_ by deferred installments (the "Deferred Payment Plan") which includes a cash down payment of \$«downpmt» made this date, and Purchaser's promise to pay Seller, its successors and assigns, the original principal balance of \$«amfin», bearing interest at the rate of «ANNUALRATE» («Annual Rateno») percent per annum for and payable in a total of «NOMONYRI» consecutive monthly installments of \$«INSTPMTYRI», as more fully described and evidenced by that certain promissory note executed contemporaneously herewith by Purchaser (the "Note") All payments due under the Note shall be made in Dallas County, Texas at Seller's address unless another address shall be furnished to Purchaser by Seller A late fee of \$25 00 is charged on all accounts if not paid within 15 days of each monthly due date Prior to conveyance of title to the Property, Seller shall retain legal title to the Property as security for Purchaser's full performance of all the terms and conditions herein After conveyance of title to the Property, as security for full performance by Purchaser of all applicable terms, conditions and obligations herein, Seller shall retain a deed of trust lien covering the Property, as provided in that certain Deed of Trust executed contemporaneously herewith by Purchaser (the "Deed of Trust") Said Deed of Trust shall also secure other and future indebtedness, if any, of Purchaser to Seller

4 DELIVERY OF DEED Within 180 days of the date of this Contract, Seller shall deliver to Purchaser a General Warranty Deed (the "Deed") conveying fee simple title to the Property (save and except oil, gas and other minerals) free and clear of any liens (other than Purchaser's deed of trust lien if the Property is purchased from Seller under the Deferred Payment Plan) but subject to all reservations, restrictions, easements and rights-of-way which may affect the Property as recorded in the Public Records of Hill County, Texas

5 CLOSING COSTS AND RECORDING FEES Purchaser agrees to pay Seller \$25 00 for recording fees and costs of filing the documents to be recorded hereunder No other closing fees or costs are payable by Purchaser

6 TAXES Purchaser shall be responsible for paying property taxes next due and payable after the date of this Contract Purchaser agrees and promises to promptly pay, when due, all such property taxes and other taxes which may hereafter be taxed against the Property

7 TITLE INSURANCE Seller does not provide title insurance covering the Property Purchaser should either obtain title insurance from a title company authorized to do business in Hill County, Texas or have the abstract covering the Property examined by an attorney of Purchaser's choice

8 CENTRAL WATER & SEWER SYSTEMS Potable water will be provided to all lots in the subdivision from a central water system Sewage collection and disposal will be provided to all lots in the subdivision (except lots 1-40, 42, 49-71, 73-101, 119-142, 324-370, 373-396, 398-425, 439-453, 520-528, 608-642, 650-652 and 659-767 of the White Bluff Subdivision, lots 1-60 of the White Bluff Five Subdivision, lots 1 - 88 of the White Bluff Thirty Subdivision, lots 1-70 of the White Bluff Thirty-Three Subdivision and lots 1-77 of the White Bluff Thirty-Six Subdivision) from a central sewer system. Purchaser will be responsible for installing and

maintaining an individual septic tank system on the lots herein above listed which are not served by the central sewer system.

9 ROADS, RECREATIONAL FACILITIES AND CENTRAL SYSTEMS The following is Seller's good faith estimate with respect to, and the obligation to provide and complete, certain items within the White Bluff Subdivision

<u>ITEM</u>	<u>YEAR OF COMPLETION</u>	<u>PARTY RESPONSIBLE FOR PROVIDING</u>	<u>PARTY RESPONSIBLE FOR MAINTAINING</u>
A Roads	Complete	Seller	Property Owners Assn ("POA") out of annual maintenance fee funds
B Recreation Facilities 4 swimming pools, 3 tennis courts, recreational pavilion, 2 R V. parks, marina facilities with 73 boat slips, and exercise facilities	Complete	Seller	POA out of maintenance fee funds
C Amenities two eighteen-hole golf courses	Complete	Seller	POA out of maintenance fee funds
two club houses with pro-shops, 47 room hotel and convention center, and 34 rental condominiums	Complete	Seller	Seller's Affiliated Companies
D Central Water System (1) Water lines	Complete	Seller	Double Diamond Utilities Co ("Utility Co")
(2) Water wells and storage tanks Phases 1 and 2 (483-1400 lots)	Complete	Seller	Utility Co
Phase 3 (if needed - all remaining lots)	Complete	Seller	Utility Co
E Central Sewer System (1) Sewer lines	Complete	Seller	Utility Co
(2) Storage & Treatment Plants Phases 1 and 2 ( 183-640 lots)	Complete	Seller	Utility Co
Phase 3 (if needed - all remaining lots)	Complete	Seller	Utility Co

10 PREPAYMENT OF NOTE Purchaser may prepay the principal amount remaining due in whole or in part without penalty Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the holder of the Note shall otherwise agree in writing Accrued interest hereon shall be calculated on the basis of a 360-day year composed of twelve 30 day months and charged through the date of payoff. The above notwithstanding, in no event whatsoever shall the amount paid or agreed to be paid hereunder exceed the maximum rate of interest permitted under applicable law If, from any circumstance whatsoever, fulfillment of any provision hereunder shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity

11 DEFAULT If Purchaser defaults in making any payment(s) or in discharging any obligation under this Contract, Seller may (a) accelerate and mature the full amount then remaining unpaid, after giving Purchaser a refund of any unearned finance charge, (b) seek foreclosure of Seller's lien and security interests, (c) pursue other remedies available to it by law or contract, or (d) terminate this Contract and retain any payments made, and seek reimbursement for any reasonable attorneys fees and court costs incurred in exercising any of the foregoing remedies Seller agrees to give Purchaser written notification of any default or breach of this Contract and Purchaser shall have 30 days from receipt of such notification to correct such default or breach, or such additional time as may be required by applicable law

12 PROPERTY OWNERS' ASSOCIATION Purchaser shall, upon purchase of the Property, be a member of the White Bluff Property Owners Association (the "Property Owners Association") Purchaser agrees and promises to (a) comply with the rules and regulations prescribed by the Property Owners Association and the restrictive covenants affecting the Property, (b) pay the prescribed annual maintenance fees to the Property Owners Association when due, and (c) pay any prescribed late fees if maintenance fees are not paid when due

13 ASSIGNMENT. Purchaser agrees that no future sale, transfer, lease or disposition of the Property shall be consummated unless and until the name and address of such purchaser or transferee has been properly provided to the Property Owners Association Seller shall have the right to assign any of its interests or obligations contained in this Contract to any reasonably responsible third party

**NOTICE**

**ANY HOLDER OF THIS CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

14 **WAIVER OF TRIAL BY JURY** Seller and Purchaser knowingly and conclusively waive all rights to trial by jury, in any action or proceeding relating to this contract

15. **NO RELIANCE ON REPRESENTATIONS.** PURCHASER AGREES THAT A FULL INSPECTION OF THE LOT HAS BEEN MADE, THAT HE OR SHE IS ACCEPTING THE LOT AS IS AND RELYING SOLELY ON HIS OR HER OWN JUDGMENT IN PURCHASING THE LOT. PURCHASER ACKNOWLEDGES THAT HE OR SHE **HAS NOT RELIED** ON ANY PLANS, REPRESENTATIONS, BROCHURES, ADVERTISEMENTS, COVENANTS, WARRANTIES OR STATEMENTS OF ANY KIND WHATSOEVER, WHETHER MADE BY SELLER, ITS AGENTS, ASSIGNS, OR OTHERWISE, EXCEPT THOSE SPECIFICALLY SET FORTH IN THIS CONTRACT, THE PROPERTY REPORT, OR THE COVENANTS AND RESTRICTIONS

16 **NOTICES** Any notice to Purchaser shall be deemed effective, given and completed upon deposit of the notice in a post-paid envelope, addressed and mailed to Purchaser at the most recent address as shown in the records of Seller. Any notice to Seller or its assignee (other than notice of cancellation) will be effective, given and completed only upon receipt of written notice by Seller or its assignee

17 **DELAY** No act, delay, omission or course of dealing between Seller and Purchaser will be a waiver of any of Seller's rights or a bar to the exercise of any right or remedy of Seller on any subsequent occasion unless such waiver be in writing and signed by Seller. All rights and remedies of Seller hereunder are cumulative and may be exercised singularly or concurrently in addition to those otherwise available by law or equity

18 **JOINT AND SEVERAL** The obligations of Purchaser will be the joint and several agreement of all parties signing this Contract as Purchaser

19 **INVALIDITY OF PROVISIONS** If any provision of this Contract is invalid or unenforceable under any law, the provision is and will be totally ineffective to that extent, but the remaining provisions will be unaffected

20 **GOVERNING LAW AND EXCLUSIVE JURISDICTION** This contract shall be interpreted in accordance with the laws of the State of Texas. Seller and Purchaser agree that any dispute arising under or in connection with this contract or related to any matter which is the subject of this contract shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Dallas County, Texas

21 **BINDING EFFECT** This Contract shall be binding upon and inure to the benefit of the heirs, successors and/or assigns of the parties hereto

22 **ENTIRE AGREEMENT** The terms, covenants and conditions appearing herein contain the entire agreement between Seller and Purchaser and cannot be varied except by the written agreement of the parties

23 **AUTHORITY OF SELLER'S REPRESENTATIVE** The authority of Seller's representatives is limited to securing purchasers for the Property upon the terms and conditions that are set forth herein and not otherwise; and the sales representatives have no power or authority to make any change, alteration, modification, stipulation, inducement, promise or any representation whatsoever other than those herein stated. Seller reserves the right to disapprove and reject this Contract upon review at its home office. If rejected, all monies paid shall be returned to Purchaser

Purchaser hereby acknowledges that (i) this Contract was completed as to all provisions and disclosures before it was signed by Purchaser and a duplicate copy thereof was delivered to Purchaser at the time of signing, and (ii) Purchaser has made a personal on-the-lot inspection of the Property

**YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OF SALE BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THIS CONTRACT.**

**IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, CONSUMER FINANCIAL PROTECTION BUREAU, IN ADVANCE OF YOUR SIGNING THE CONTRACT, THE CONTRACT OF SALE MAY BE CANCELED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING**

SELLER  
DOUBLE DIAMOND, INC ,

PURCHASER(S)

By \_\_\_\_\_  
Seller's Representative

\_\_\_\_\_  
«PURCHNAME»

and \_\_\_\_\_  
Kevin Shea, Vice President

\_\_\_\_\_  
«PURCHNAME2»



ACKNOWLEDGEMENTS

STATE OF TEXAS §  
COUNTY OF HILL §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
«PURCHNAME» «RELATION» «PURCHNAME2».

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
Kevin Shea, Vice President of Double Diamond, Inc , a Texas corporation, on behalf of said corporation

\_\_\_\_\_  
Notary Public in and for the State of Texas