



Control Number: 47457



Item Number: 53

Addendum StartPage: 0

COMPLAINT OF CLAY MOREHEAD
AGAINST COREY ABEL, TRUSTEE
TO THE CASTLECOMB TRUST

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PUBLIC UTILITY COMMISSION
OF TEXAS

**COMPLAINANT CLAY MOREHEAD’S REPLY TO CHAIRMAN WALKER’S
MEMORANDUM**

COMES NOW Complainant Clay Morehead (Complainant) and files this Reply to Chairman Walker’s Memorandum. In support thereof, Complainant shows the following:

I. PROCEDURAL HISTORY

On July 31, 2017, Complainant filed a formal complaint against Corey Abel, Trustee for the Castlecomb Trust (Castlecomb), regarding maintenance fees. The complaint was filed pursuant to 16 Texas Administrative Code (TAC) § 22.242. On August 18, 2017, Castlecomb filed its response to the complaint.

On September 11, 2019, the Commission Administrative Law Judge (ALJ) issued a Proposal for Decision, ordering among other things, that “[u]nless and until it obtains the required CCNs and files its tariffs. Castlecomb is barred from charging or collecting any past, present, or future compensation from Mr. Morehead for its provision of water and sewer service to him.”¹

On October 10, 2019, Chairman DeAnn Walker filed a memorandum that contained a number of questions related to the overall history of the Castlecomb Estates subdivision and its unlicensed water and sewer systems.

II. BACKGROUND

DeJuan Abel created the Hexacomb Panel System for house construction and decided to develop the Castlecomb Estates subdivision to showcase his house building material. The subdivision was built in 1986 and included the water and sewer systems that are in controversy. For reasons that are unclear, DeJuan did not obtain licenses/Certificates of Convenience and Necessity (CCNs) from the TCEQ or the PUC. DeJuan, and later his son, Corey Abel, would justify charges for water and sewer service by pointing to provisions within the deed restrictions that purportedly allowed him to charge the homeowners for those services as “maintenance

¹ Proposal for Decision with Memo (Sep. 11, 2019) at 9.

fees.”² When Corey Abel inherited the Castlecomb assets, the valuable land was placed into an LLC³ and the water and sewer systems remained as the only assets of the Castlecomb Trust.

The Castlecomb water system consists of a single well that serves 28 connections. The connections do not have individual meters. The Castlecomb sewer system consists of 28 connections that flow to an on-site septic treatment system (OSSF). The OSSF is a low-pressure septic design with a flow capacity of 8,981 gallons per day without chlorination.

The residents of Castlecomb Estates created a Water Supply Corporation (WSC) in order for them to operate the water and sewer systems themselves. The residents were forced to take matters into their own hands because Corey Abel abandoned the system. He has not maintained or operated the system in years, let alone make the repairs and upgrades that he is legally obligated to do.⁴ Corey Abel and the Castlecomb Trust do not in any way contribute to the operation or maintenance of the infrastructure owned by the Castlecomb Trust. Castlecomb WSC has contracted with Kerr Country Pump for the operation of the water system. Castlecomb WSC has also contracted with In and Out Services for the operation of the sewer system. Complainant and twenty-two other residents of the subdivision currently pay the WSC monthly donations in order to pay for the operation of the pump and whatever maintenance that needs addressing. The three tenants of Corey Abel who live in the manufactured homes continue to pay the Castlecomb Trust for water and sewer services, which the WSC does not receive. Two residents do not pay either party. *See* the affidavit of Jerry Weaver attached as Exhibit B.

The WSC is in the early stages of obtaining water and sewer CCNs for their subdivision. GIS mapping and draft tariffs have been created in anticipation of filing for CCNs with the Commission. Castlecomb WSC, through Complainant and Jerry Weaver, have been in contact with Lisa Fuentes, a Commission manager, to ask to be referred to the Texas Rural Water Association (TRWA) for assistance in obtaining the necessary CCNs. The TRWA has not contacted the Castlecomb WSC as of the date of this filing. Because the subdivision is within the City of Kerrville’s (the City) water CCN, the WSC has been in contact with city officials in order to obtain consent for dual certification for water service over the area of the subdivision. The WSC and the City are both open to the city providing wholesale water to the subdivision and

² Letter to Ms. Uhling, Mrs. Gross and PUC Commission Staff (August 18, 2017). (Response) at 12.

³ *See* Tobusch, LLC Deed, Instrument No. 11-06715, attached hereto as Exhibit A.

⁴ Abel entered into an agreed judgment in which he agreed to make upgrades and repairs to the sewage system to prevent effluent discharge, more fully discussed *infra*.

Complainant understands that the City has a distribution line just outside the subdivision on Peterson Farm Road with enough capacity to serve the subdivision. The WSC and the City are also open to the city providing wholesale sewer service to the subdivision. When this possibility was investigated previously by Kerr County, complainant understands that engineers for the county estimated the cost for connecting the subdivision's sewer system to the City's sewer system to be around \$3 million dollars due to the need for a lift station to be installed. The WSC hopes to seek assistance from the Texas Water Infrastructure Coordination Committee.

Notice of Violation by Castlecomb Water System of Texas Water Code § 13.242 and 16 Texas Administrative Code § 24.101, Related to Certificate Required, Docket No. 47426 was referred to the State Office of Administrative Hearings on February 26, 2018. At the open meeting held on September 27, 2018, the Commission voted to request that SOAH return Docket No. 47426 to the Commission, and to request that the Office of the Attorney General (OAG) file suit against Castlecomb Water System, or any other appropriate entity, to obtain compliance with the Commission's rules and the Texas Water Code (TWC), and seek a civil penalty if appropriate.⁵ As of the date of this filing, the OAG has not filed suit on behalf of the Commission. The Texas Commission on Environmental Quality (TCEQ) has already referred a suit⁶ against Castlecomb to the OAG. A non-jury trial is currently set for the week of June 22, 2020.⁷

III. ARGUMENT

Complainant urges the commissioners to adopt the ALJ's Proposal for Decision (PFD). Granting the PFD, which would bar Castlecomb Trust and Corey Abel from charging or collecting any past, present, or future compensation from Complainant for its provision of water and sewer service, is legally correct. Moreover, barring the Castlecomb Trust and Corey Abel from receiving compensation is equitably just because the Castlecomb Trust and Corey Abel do not in any way contribute to the maintenance or operation of the water and sewer service for the subdivision. Complainant has been, and will continue to, contribute financially to the Castlecomb WSC. Complainant has been paying the WSC monthly for the provisioning of water and sewer services, to help defray the cost of operating and maintaining the systems that Corey

⁵ Open Meeting Tr. at 49:24-50:11 and 50:12-17 (Sep. 27, 2018).

⁶ State of Texas v. Abel, No. D-1-GN-16-004648 (250th Dist. Ct., Travis County, Tex. Sep. 19, 2016).

⁷ Scheduling Order, State of Texas v. Abel, No. D-1-GN-16-004648 (250th Dist. Ct., Travis County, Tex. Oct. 3, 2019).

Abel has abandoned. Complainant does not seek to be free from paying any compensation for water and sewer service. Rather, Complainant believes that the compensation should go to the Castlecomb WSC and not the Castlecomb Trust and Corey Abel. Indeed, as a former officer and current member of Castlecomb WSC, Complainant is a big supporter of the WSC and encourages the Commission to grant the WSC's CCN applications once they are filed.

a. Granting the PFD is legally correct

Complainant urges the commissioners to adopt the ALJ's PFD as the legally correct action. Corey Abel and the Castlecomb Trust provide water and sewer service to the 28 residences in the Castlecomb estates subdivision. The Castlecomb Trust also does not have CCNs for the water and sewer service that it is providing. Further, the Castlecomb Trust does not have a tariff. Therefore, the Castlecomb Trust may not charge Complainant for water and sewer service.

Under TWC § 13.242(a), "a utility [...] may not in any way render retail water or sewer utility service directly or indirectly to the public without first having obtained from the utility commission a [CCN]". Under TWC § 13.002(23), a

"'utility' means any person, corporation, [...] or any combination of these persons or entities, [...] owning or operating for compensation in this state equipment or facilities for the transmission, storage, distribution, sale, or provision of potable water to the public [...] for any use or for the collection, transportation, treatment, or disposal of sewage or other operation of a sewage disposal service for the public[.]"

"'Retail water or sewer utility service' means potable water service or sewer service, or both, provided by a retail public utility to the ultimate consumer for compensation."⁸ "'Retail public utility' means any person, corporation, public utility [...] operating, maintaining, or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation."⁹ "'Service' means any act performed, anything furnished or supplied, and any facilities or lines committed or used by a retail public utility in the performance of its duties under this chapter to its patrons [...] and the public[.]"¹⁰ The Commission has similar rules at 16 TAC § 24.225-.259 (relating to CCNs). Under the TWC and Commission rules, the Castlecomb

⁸ TWC § 13.002(20).

⁹ TWC § 13.002(19).

¹⁰ TWC § 13.002(21).

Trust is a retail water and sewer utility that is providing potable water and sewer service to the public.

The TWC requires “[e]very utility [to] file with [the Commission] tariffs showing all rates that are subject to the original or appellate jurisdiction of the regulatory authority and that are in force at the time for any utility service, product, or commodity offered”.¹¹ Also, under the TWC, “[a] utility may not charge, collect, or receive any rate for utility service or impose any rule or regulation other than as provided in [chapter 13 of the TWC]”.¹² Since the Castlecomb Trust has no valid tariff as required by the TWC, nor a CCN, it may not charge, collect, or receive any rate for utility service. Complainant believes that since the Castlecomb Trust is a retail water and sewer utility that is providing potable water and sewer service to the public without a tariff or CCN in violation of the TWC, it is prohibited from charging, collecting, or receiving any rate for its utility service.

Further, the Commission is correct to grant Commission Staff’s motion for summary decision because the key operative facts of this case are not in dispute. Staff moved for summary decision pursuant to 16 TAC § 22.182 in the form of relief for Complainant from all past, and any future, maintenance fees that the Castlecomb Trust has charged or will charge for potable water and sewer service. Under 16 TAC § 22.182(a), the ALJ may grant a motion for summary decision when the record show that there is no genuine issue as to any material fact and that the moving party is entitled to a decision in its favor, as a matter of law, on the issues expressly set forth in the motion. There are no genuine issues as to any material facts that the Castlecomb Trust is offering potable water and sewer service to the public for compensation. It is also undisputed that the Castlecomb Trust has no CCN for water and sewer service, nor does it have a tariff. Commission Staff is entitled to a decision in its favor, as a matter of law, since the Castlecomb Trust is required to have a CCN under § 13.242(a). The Castlecomb Trust is also required to have a tariff under TWC § 13.136(a). Finally, the Castlecomb Trust may not charge, collect, or receive any rate for utility service without a CCN or tariff under TWC § 13.135. Thus, the Castlecomb Trust may not charge, collect, or receive any compensation for water and sewer service to Complainant as a matter of law. Therefore, Complainant is entitled to the relief that he requests as a matter of law, in the form of an order barring Corey Abel and the Castlecomb Trust

¹¹ TWC § 13.136(a).

¹² TWC § 13.135.

from collecting any past, present or future fees from Complainant for water or sewer service. Commission Staff filed its motion before the close of a hearing on the merits and before the issuance of a proposal for decision or proposed order; therefore, Commission Staff's motion was timely filed. Granting the Motion for Summary Decision and signing the PFD is the legally correct result in this case.

b. Corey Abel and the Castlecomb Trust should not be given yet another chance

Complainant implores the Commissioners to resist the urge to give Corey Abel and the Castlecomb Trust yet another chance to come into compliance. Doing so would be futile as the Castlecomb Trust's past actions amply show. DeJuan Abel started the illegal actions regarding the unlicensed water and sewer systems and his son Corey have continued along in his father's footsteps without missing a beat. DeJuan Abel, Corey Abel and the Castlecomb Trust have been the subject of numerous civil and criminal actions related to the unlicensed water and sewer systems of the subdivision. Yet, Corey Abel and the Castlecomb Trust have resisted all legal attempts to make them come into compliance with the requirements of the Water Code and PUC and TCEQ regulations.

On April 15, 2004, the Castlecomb Homeowners Association sued DeJuan Abel and his Hexagon Honeycomb Corporation for violating the deed restrictions in effect for the subdivision. The Final Judgment¹³ ordered, *inter alia*, defendants not to connect the three manufactured homes to the plumbing or utilities of the water and sewer system of the subdivision. These three manufactured homes remain connected as of the date of this filing. These connections were made in violation of both the court order and chapter 366 of the Health and Safety Code and 30 TAC chapter 285.

In November or December of 2005, the Kerr County Environmental Health Department discovered that DeJuan Abel had trenches dug and pipe laid in an attempt to connect the homes to the Castlecomb Estates subdivision OSSF, in violation of the Final Order in the Castlecomb Homeowners Association suit. The Kerr County Attorney charged¹⁴ DeJuan Abel in May of 2006 with the criminal charges of (1) unlawfully crossing property lines when installing an OSSF; (2) installing an OSSF without authorization to construct; and (3) installing an OSSF

¹³ Final Judgment, Castlecomb Homeowners Association v. Hexagon Honeycomb Corp., No. 04-255-B (198th Dist. Ct., Kerr County, Tex. Aug. 8, 2005).

without being a licensed installer in Kerr County Justice Court, Precinct No. 2. He was convicted of the charged offenses.

On May 31, 2007, Kerr County sued the Estate of DeJuan Abel and Corey Abel under chapters 7 and 26 of the TWC for violations arising from the construction, installation, operation, and maintenance of the OSSF.¹⁵ On February 2, 2012, the TCEQ appeared as a necessary and indispensable party under TWC § 7.351. The parties reached an agreed final judgment on March 12, 2013, which required, among other things, for Abel to “maintain and continue to maintain the Castlecomb OSSF System in good working order and prevent any discharge of sewage into or adjacent to any water in the state as required by Chapter 26, Water Code.” An inspection by the TCEQ and the Kerr County Environmental Health Department on September 19, 2019, confirms that the OSSF is still discharging sewage effluence and therefore Abel is in violation of the final judgment in this case.

On February 12, 2016, the Kerr County Criminal District Attorney charged Corel Abel with felony intentional or knowing unauthorized discharge under TWC § 7.145(b). The District Attorney dropped the charge due to collateral issues unrelated to the merits of the case on June 11, 2019.

The Castlecomb Trust and Corey Abel have been on notice of the issues raised in the PUC and TCEQ enforcement actions since July 20, 2017, and September 19, 2016, respectively. By initiating these actions, the Castlecomb Trust and Corey Abel have been made aware of these issues, such as the TCEQ’s allegations that the Castlecomb Trust is discharging sewage into or adjacent to any water in the state without TCEQ authorization in violation of TWC § 26.121 and the PUC’s allegation that the Castlecomb Trust failed to obtain a CCN prior to providing retail water service to the public pursuant to TWC §13.242, as well as 16 TAC § 24.101 (now 16 TAC § 24.225). Yet, as of the date of this filing, Corey Abel has done nothing to mitigate or remediate the issues raised in these enforcement actions. Indeed, in its response to the PUC Notice of Violation, Castlecomb Trust said,¹⁶

¹⁴ The State of Texas v. L De Juan Abel, Individually, L. De Juan Abel, Trustee for Hexagon Honeycomb Corporation, and Hexagon Honeycomb Corporation, Defendants, Cause Nos. 06-20477, 06-20476, and 06-20423 (Kerr County Justice Court, Precinct No. 2).

¹⁵ Kerr County v. The Estate of L. De Juan Abel, No. 07-456A (216th Dist. Ct., Kerr County, Tex. May 31, 2007).

¹⁶ Letter to Mr. Lloyd and PUC Commission Staff, Notice of Violation by Castlecomb Water System of Texas Water Code § 13.242 and 16 Texas Administrative Code § 24.101, Related to Certificate Required, Docket No. 47426 (Aug. 18, 2017) at 4.

“Castlecomb has informed Kathryn Eiland, Emily Sears and others of its intent to file a CCN and Tariff application as soon as possible, and its action toward same. Trustee, Corey Abel has had several phone conversations with Ms. Sears about the process of application. [...] In addition, Castlecomb Trust has: begun corporate formation of a new LLC to take over operations and be the CCN holder; hired an engineer, Doug Carvel, to begin design work for a septic system update[...].”

In fact, Staff from the Commission’s Oversight and Enforcement Division requested¹⁷ that the enforcement action be abated to allow the Castlecomb Trust and Corey Abel to file for the CCNs. It was only after the abatement seemed futile that the enforcement action resumed.¹⁸ To date, despite their promises, Castlecomb Trust and Corey Abel have not filed for CCNs nor have they updated the OSSF system.

In the instant Complaint, the Castlecomb Trust and Corey Abel have made similar promises to the residents of the subdivision and to PUC Staff. In a letter to complainant, Corey Abel said that he was working with the Commission to acquire CCNs and tariffs for the systems.¹⁹ In their reply to Complainant’s Complaint, the Castlecomb Trust and Corey Abel said that Castlecomb's CCN and tariff applications are underway and that Castlecomb is applying for a CCN and tariffs with all due haste.²⁰ To date, the application has yet to materialize.

In sum, granting the Castlecomb Trust and Corey Abel more time to become certificated will not achieve the Commission’s goals. Instead, it will only frustrate justice. The Castlecomb Trust and Corey Abel have shown great resistance to all legal attempts at garnering compliance with the law and furthermore all of Corey Abel’s promises to prevent sewage discharge and obtain CCNs have been empty thus far. Therefore, the Castlecomb Trust and Corey Abel should not be given more time to come into compliance.

¹⁷ Commission Staff’s Response to Order No. 1 and Request for Abatement, Notice of Violation by Castlecomb Water System of Texas Water Code § 13.242 and 16 Texas Administrative Code § 24.101, Related to Certificate Required, Docket No. 47426 (Sep. 6, 2017) at 1.

¹⁸ Commission Staff’s Status Report, Notice of Violation by Castlecomb Water System of Texas Water Code § 13.242 and 16 Texas Administrative Code § 24.101, Related to Certificate Required, Docket No. 47426 (Dec. 6, 2017) at 1.

IV. CONCLUSION

For the reasons stated above, Complainant respectfully requests that the Commissioners adopt the ALJ's Proposal for Decision.

Dated: October 15, 2019

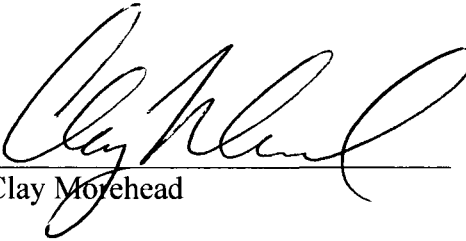
Respectfully Submitted,

Clay Morehead
101 Dover Drive
Kerrville, Texas 78028
(830) 370-1059
clay.morehead@keg1llc.com

DOCKET NO. 47457

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on October 15, 2019 in accordance with 16 TAC § 22.74.



Clay Morehead

¹⁹ Complaint of Clay Morehead against Corey Abel, Trustee to the Castlecomb Trust at 1 (July 31, 2017). (Complaint) at 9-10.

²⁰ Response at 5-6.

Exhibit A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

Warranty Deed

Date: 24 October, 2011

Grantor: Corey Steven Abel, Individually and as Trustee of The Castlecomb Trust, dated December 18, 1993, and Andrew Craig Abel, by and through attorney in fact Corey Steven Abel

Grantor's Mailing Address: 2530 Eudora St.
Denver, CO 80209
Denver County

Grantee: Tobusch LLC

Grantee's Mailing Address: 211 E. 7th St. Ste 620
Austin, TX 78704-3218
Texas County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations.

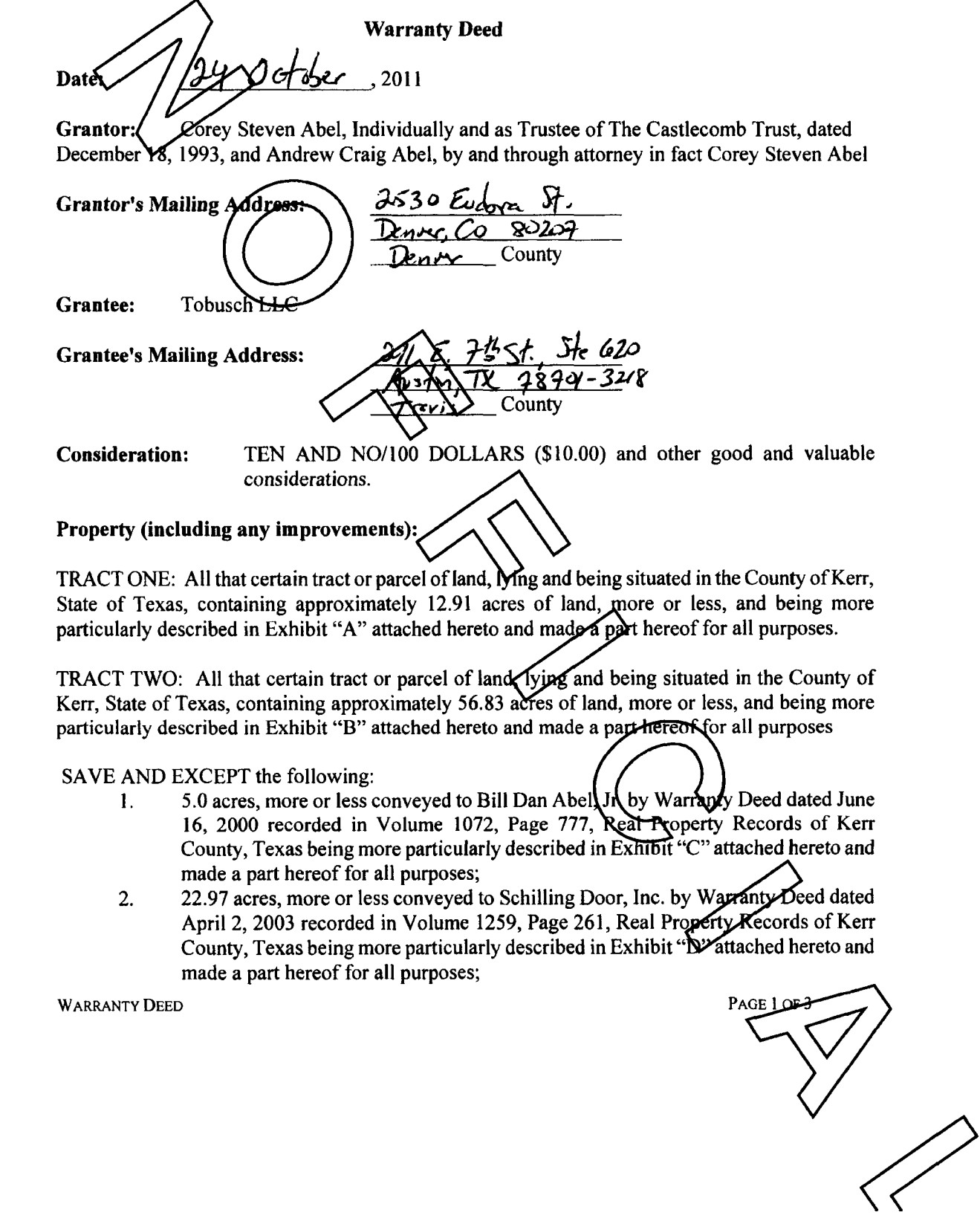
Property (including any improvements):

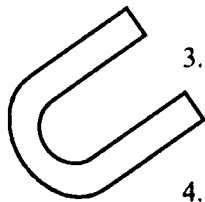
TRACT ONE: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, containing approximately 12.91 acres of land, more or less, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TRACT TWO: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, containing approximately 56.83 acres of land, more or less, and being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes

SAVE AND EXCEPT the following:

1. 5.0 acres, more or less conveyed to Bill Dan Abel, Jr. by Warranty Deed dated June 16, 2000 recorded in Volume 1072, Page 777, Real Property Records of Kerr County, Texas being more particularly described in Exhibit "C" attached hereto and made a part hereof for all purposes;
2. 22.97 acres, more or less conveyed to Schilling Door, Inc. by Warranty Deed dated April 2, 2003 recorded in Volume 1259, Page 261, Real Property Records of Kerr County, Texas being more particularly described in Exhibit "D" attached hereto and made a part hereof for all purposes;





- 3. 5.0 acres, more or less conveyed to Bill Dan Abel, Jr. by Warranty Deed dated July 15, 2003 recorded in Volume 1284, Page 314, Real Property Records of Kerr County, Texas being more particularly described in Exhibit "E" attached hereto and made a part hereof for all purposes;
- 4. 2.96 acres, more or less, being more particularly described in Exhibit "F" attached hereto and made a part hereof for all purposes;
- 5. 0.32 acres, more or less, being more particularly described in Exhibit "G" attached hereto and made a part hereof for all purposes;
- 6. All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 17, 18, 19, 20, 21, 22, 23, and 24, Block 1 and Lots 1, 2, 5, 6, 7, 8, 9, 10, and 11, Block 2.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing reservations, covenants, condition, oil and gas leases, mineral interests outstanding in persons other than Grantor and other instruments, other than liens and conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; any and all visible and/or apparent roadways, easements, right-of-ways, or encroachments on, over or across the subject property; and taxes for the current year and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

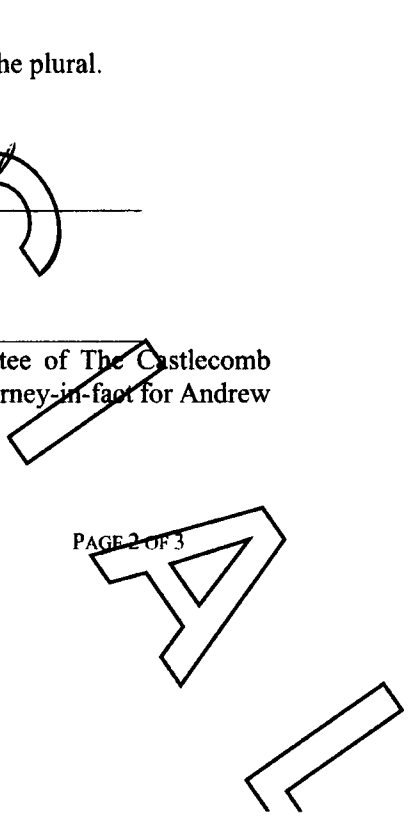
When the context requires, singular nouns and pronouns include the plural.

Andrew Craig Abel

 Andrew Craig Abel

Corey Steven Abel

 Corey Steven Abel, Individually, as Trustee of The Castlecomb Trust, dated December 18, 1993, and as attorney-in-fact for Andrew Craig Abel



THE STATE OF Colorado §
COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 27 day of October, 2011 by Corey Steven Abel, Individually, as Trustee of The Castlecomb Trust, dated December 18, 1993, and as attorney-in-fact for Andrew Craig Abel.

[Handwritten mark]

Rahel Mitiku
Notary Public, State of Colorado

**RAHEL MITIKU
NOTARY PUBLIC
STATE OF COLORADO**

MY COMMISSION EXPIRES ~~08-24-14~~

[Large diagonal watermark: FIDELITY]

FILED BY AND RETURN TO:
Fidelity Abstract & Title Co.
829 JEFFERSON Street
Kerrville, TX 78028
GF#110493F

EXHIBIT "A"

FIELD NOTES DESCRIPTION FOR 12.91 ACRES OF LAND OUT OF THE FARM CREDIT BANK OF TEXAS LAND ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 12.91 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; that same land conveyed as 13.076 acres from Texas Hill Country Orchards, Ltd. to Farm Credit Bank of Texas by a General Warranty Deed executed the 17th day of February, 1994 and recorded in Volume 734 at Page 495 of the Real Property Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake set in the northeast right-of-way line of State Highway No. 27 for the northwest corner of the herein described tract and said 13.076 acre tract;

THENCE, with the north line of said 13.076 acre tract N 45°04'E., 361.75 ft. to a 1/4" iron stake set for the northeast corner of the herein described tract;

THENCE, along or near a fence with the northeast line of said 13.076 acre tract, all calls to fence angleposts: S 09°09'E., 112.43 ft.; S 06°17'E., 584.78 ft.; S 06°37'E., 24.67 ft.; S 08°55'E., 90.05 ft.; S 11°13'E., 90.36 ft.; S 14°18'E., 90.43 ft.; S 16°11'E., 60.63 ft.; S 19°08'E., 104.34 ft.; S 22°25'E., 107.13 ft.; S 25°35'E., 91.09 ft.; S 28°05'E., 120.95 ft.; S 33°02'E., 281.61 ft.; and S 38°55'E., 43.76 ft. to an existing iron railroad rail for a reentrant corner of the herein described tract and 13.076 acre tract;

THENCE, continuing with the said northeast line of 13.076 acre tract: N 04°53'E., 325.18 ft. to an existing iron railroad rail for an easterly corner of the herein described tract and 13.076 acre tract; and S 38°45'E., 985.05 ft. to an existing iron railroad rail for the southeast corner of the herein described tract and 13.076 acre tract;

THENCE, with the southeast line of said 13.076 acre tract: S 51°18'W., 193.52 ft. to a 1/4" iron stake set in a fence; N 81°03'W., along said fence, 45.21 ft. to a fence post, N 38°48'W., 66.52 ft. to a 1/4" iron stake set for a reentrant corner of the herein described tract and 13.076 acre tract; and S 51°09'W., 100.30 ft. to a 1/2" iron stake set in the said northeast right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and 13.076 acre tract;

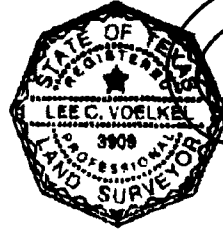
THENCE, with the said northeast right-of-way line of State Highway No. 27 and southwest line of 13.076 acre tract: N 38°10'W., at 553.89 ft. passing an existing 1/2" iron stake then continuing for a total distance of 610.47 ft. to a 1/4" iron stake set at the beginning of a 02°00' curve to the right: 1150.57 ft. along the arc of said curve to the right subtended by a 23°04' central angle and 2858.81 ft. radius (long chord: N 27°35'W., 1142.82 ft.) to an existing concrete right-of-way marker at its end; and N 15°28'W., 532.68 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; that all property corners are as stated; and bearings described are based on record bearings.

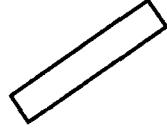
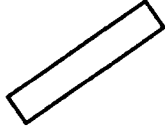
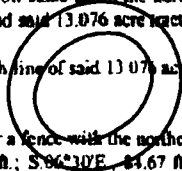
Dated this 25th day of May, 1995

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



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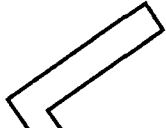


EXHIBIT "B"

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All that certain tract or parcel of land, lying and being situated in Kerr County, Texas, and being 56.83 acres of land, more or less, out of the W.T. Crook Survey No. 71, situated in Kerr County, Texas, and described by metes and bounds as follows:

BEGINNING at a fence post found as the west corner of this tract; same being 45 E 2075' from the west corner of said Survey No. 71; same being a point in the common line of said Survey No. 71 and W.T. Crook Survey No. 70; same being a point in the Northeast R.O.W. abandoned by the S.A. & N.P. Ry. Co.;
 THENCE N 44-37-38 E 304.69' to a fence post found as a point in the Northwest property line of this tract;
 THENCE N 45-30-22 E 352.23' to a fence post found as a point in the Northwest property line of this tract;
 THENCE N 44-39-35 E 303.29' to a fence post found as a point in the Northwest property line of this tract;
 THENCE N 44-43 E 323.55' to a fence post found as the North corner of this tract; same being a point in the Southwest R.O.W. of old KERRVILLE CENTER ROAD (old Highway No. 37);
 THENCE along said R.O.W. S 35-36-10 E 453.55' to a fence post found as a point in the Northeast property line of this tract;
 THENCE S 10-23-45 E 20.63' to a fence post found as a point in the Northeast property line of this tract;
 THENCE S 31-00-47 E 33.80' to a fence post found as a point in the Northeast property line of this tract;
 THENCE S 63-12-10 E 23.8' to a fence post found as a point in the Northeast property line of this tract;
 THENCE S 31-39-45 E 648.63' to a fence post found at the East corner of this tract;
 THENCE S 39-17-08 E 253.72' to a fence post found as a corner of the tract;
 THENCE S 18-47-17 E 603.22' to a fence post found as a point of this tract;
 THENCE S 17-48-03 E 47.56' to a fence post found as a corner of this tract;
 THENCE S 27-01-35 N 171.79' to a fence post found as a corner in the Southeast property line of this tract;
 THENCE S 45-28-04 W 335.53' crossing Silver Creek to an iron pin set as a point in the Southeast property line of this tract; same being a point in the Southeast high bank of Silver Creek;
 THENCE along said high bank N 73-00-45 W 211.48' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 43-23-47 N 221.67' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank N 73-53-52 W 132.23' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank N 74-13-49 N 58.77' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 61-11-30 N 35.96' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 74-16-02 N 53.7' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 08-24-53 N 20.84' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 73-19-24 N 167.92' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 52-39-39 N 51.03' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 35-09-12 N 44.45' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 07-35-05 E 36.02' to an iron pin set as a point in the South property line of this tract;
 THENCE along said high bank S 32-45-53 E 178.76' to an iron pin set as a point in the South property line of this tract;
 THENCE S 28-13-54 W 97.11' crossing said creek to a railroad rail found as a corner of this tract;

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EXHIBIT "B"

THENCE S 04-56-30 W 324.97' to a railroad call found as the South corner of this tract; same being a point in the Northeast R.O.W. abandoned by the S.A. & A.P. Ry. Co.;

THENCE along said R.O.W. with a fence posts having bearings of:

N 28-50-08 W	20.99'
N 28-02-19 W	23.34'
N 24-06-50 W	30.27'
N 33-04-58 W	91.13'
N 32-21-17 W	60.07'
N 28-36-33 W	30.44'
N 28-02-45 W	29.94'
N 28-03-10 W	30.05'
N 27-26-11 W	30.6'
N 26-55-39 W	29.31'
N 25-23-31 W	31.59'
N 24-30-03 W	29.88'
N 23-29-38 W	30.2'
N 22-45-20 W	30.43'
N 22-27-29 W	31.11'
N 20-20-10 W	29.47'
N 19-36-53 W	60.52'
N 16-09-50 W	22.47'
N 21-12-54 W	27.01'
N 16-41-05 W	30.05'
N 15-30-01 W	30.39'
N 14-57-40 W	30.41'
N 14-17-33 W	29.98'
N 13-51-36 W	30.1'
N 11-24-29 W	30.51'
N 11-11-52 W	29.72'
N 11-01-52 W	30.32'
N 09-19-43 W	29.48'
N 09-13-36 W	29.9'
N 08-15-04 W	30.60'
N 06-54-37 W	30.16'
N 06-17-35 W	54.22'
N 06-22-03 W	660.80'
N 08-39-06 W	37.94'

to POINT OF BEGINNING and containing 56.83 acres of land more or less.

UNRECORDED

EXHIBIT "C"

FIELD NOTES DESCRIPTION FOR 5.00 ACRES OF LAND OUT OF THE HEXAGON HONEYCOMB CORP. LAND ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 5.00 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; comprising 3.42 acres out of a certain 56.83 acre tract conveyed from Lomic E. Longmire, et ux to Hexagon Honeycomb Corp. Profit Sharing Plan and Trust by a Warranty Deed executed the 16th day of January, 1986 and recorded in Volume 359 at Page 474 of the Real Property Records of Kerr County, Texas and 1.58 acres out of a certain 12.91 acre tract conveyed from Farm Credit Bank of Texas to Castlecomb Trust by a Special Warranty Deed executed the 24th day of May, 1995 and recorded in Volume 800 at Page 610 of the Real Property Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

BEGINNING at a 1/4" iron stake found in the northeast right-of-way line of State Highway No. 27 for the west corner of the herein described tract and said 12.91 acre tract, the south corner of a thirty (30) ft. wide strip of land dedicated as a public road in Los Prentados Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 253 of the Plat Records of Kerr County, Texas; which point bears approximately 1713 ft. N.45°E. from the west corner of Survey No. 71;

THENCE, with the common line between said 12.91 acre tract and 30 ft. wide public road N.45°04'E. at 361.75 ft. passing a 1/2" iron stake found for the north corner of 12.91 acre tract and west corner of a said 56.83 acre tract, then continuing with the common line between 56.83 acre tract and 30 ft. wide public road for a total distance of 788.30 ft. to a 1/2" iron stake set for a northwesterly corner of the herein described tract;

THENCE, upon, over and across said 56.83 acre tract: S.44°56'E., 200.00 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract; N.45°04'E., 70.00 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract; and N.44°56'W., 200.00 ft. to a 1/2" iron stake set in the said common line between 56.83 acre tract and 30 ft. wide public road for a northwesterly corner of the herein described tract;

THENCE, with the said common line between 56.83 acre tract and 30 ft. wide public road N.45°04'E., 100.00 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 56.83 acre tract: S.44°56'E., 300.00 ft. to a 1/2" iron stake set for the east corner of the herein described tract; S.45°04'W., 220.00 ft. to a set 1/2" iron stake; S.81°15'W., 189.41 ft. to a set 1/2" iron stake; and S.45°04'W., at 391.26 ft. passing the common line between said 56.83 and 12.91 acre tracts, then continuing upon, over and across 12.91 acre tract for a total distance of 714.59 ft. to a 1/2" iron stake set in its southwest line, the said northeast right-of-way line of State Highway No. 27 for the south corner of the herein described tract;

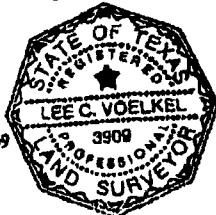
THENCE, with the said southwest line of 12.91 acre tract and northeast right-of-way line of State Highway No. 27, N.15°28'W., 229.73 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = record bearing along State Highway No. 27)

Dated this 20th day of June, 2000

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



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EXHIBIT "D"

FIELD NOTES DESCRIPTION FOR 22.97 ACRES OF LAND OUT OF THE HEXAGON HONEYCOMB CORP. AND CASTLECOMB TRUST LANDS ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 22.97 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; comprising 13.15 acres out of a certain 56.83 acre tract conveyed from Lonnie E. Langmire, et ux to Hexagon Honeycomb Corp. Profit Sharing Plan and Trust by a Warranty Deed executed the 16th day of January, 1986 and recorded in Volume 359 at Page 474 of the Real Property Records of Kerr County, Texas and 9.82 acres out of a certain 12.91 acre tract conveyed from Farm Credit Bank of Texas to Castlecomb Trust by a Special Warranty Deed executed the 24th day of May, 1995 and recorded in Volume 800 at Page 610 of the Real Property Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

BEGINNING at a 1/2" iron stake set in the southwest line of said 12.91 acre tract and northeast right-of-way line of State Highway No. 27 for the west corner of the herein described tract; which point bears 484.48 ft. S. 15°37'53"E. from a 1/2" iron stake found for the west corner of 12.91 acre tract; and, approximately, 1713 ft. N.45°E and 484 ft. S. 15°38'E. from the west corner of said Survey No. 71;

THENCE, upon, over and across said 12.91 acre tract N.44°59'06"E., at 270.28 ft. passing the common line between 12.91 and 56.83 acre tracts, then continuing upon, over and across said 56.83 acre tract for a total distance of 1110.64 ft. to a 1/2" iron stake set in the approximate center of a drainage way (tributary) for the north corner of the herein described tract;

THENCE, continuing upon, over and across said 56.83 acre tract with the said approximate center of drainage way: S.10°03'09"E., 103.99 ft. to a set 1/2" iron stake; S.33°09'31"E., 181.90 ft. to a set 1/2" iron stake; S.20°38'35"W., 220.69 ft. to a set 1/2" iron stake; S.42°35'27"W., 212.89 ft. to a set 1/2" iron stake; and S.12°26'41"E., 406.43 ft. to an unmarked point in the approximate center of Silver Creek from which a set 1/2" iron stake reference stake bears 20.00 ft. N. 12°26'41"W.;

THENCE, continuing upon, over and across said 56.83 acre tract with the said approximate center of Silver Creek: S.71°21'49"W., 196.03 ft. to an unmarked point from which a set 1/2" iron stake reference stake bears 15.00 ft. N. 41°25'12"W.; S.16°01'50"W., 154.52 ft. to an unmarked point from which a set 1/2" iron reference stake bears 50.00 ft. N. 60°31'46"W.; and S.20°56'04"E., 219.72 ft. to a railroad rail found for a corner corner of 56.83 and 12.91 acre tracts;

THENCE, with the northeast line of said 12.91 acre tract S.38°48'07"E., at approximately 279.5 ft. passing the west corner of a certain 22.55 acre tract conveyed from Kerr County Industrial Foundation to Kerr County Industrial and Development Foundation, Inc. by a Special Warranty Deed executed the 24th day of January, 1973 and recorded in Volume 161 at Page 51 of the Deed Records of Kerr County, Texas, then continuing with the common line between 12.91 and 22.55 acre tracts for a total distance of 985.05 ft. to a railroad rail found for the southeast corner of the herein described tract and 12.91 acre tract;

THENCE, with the south line of said 12.91 acre tract: S.51°15'26"W., 192.10 ft. to a 1/2" iron stake set in a fence, the common line between 12.91 and 22.55 acre tracts; N.81°05'26"W., along said fence and the common line between 12.91 and 22.55 acre tracts 45.21 ft. to a fence cornerpost for a southerly west corner of 22.55 acre tract; N.38°50'26"W., continuing along a fence 66.32 ft. to a 1/2" iron stake set for a reentrant corner of the herein described tract and 12.91 acre tract; and S.51°06'34"W., 100.30 ft. to a 1/2" iron stake set in the said northeast right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and 12.91 acre tract;

THENCE, with the said northeast right-of-way line of State Highway No. 27 and southwest line of 12.91 acre tract: N.38°51'13"W., 617.37 ft. to a concrete right-of-way marker found at the beginning of a 42°00' curve to the right; 1144.63 ft. along the arc of said curve to the right subtended by a 22°56' central angle and 2858.81 ft. radius (long chord: N.27°15'16"W., 1137.00 ft.) to a concrete right-of-way marker found at its end; and N.15°43'37"W., 48.53 ft. to the PLACE OF BEGINNING.

EXHIBIT "D"

Page 2 - 22.97 Acres out of the Hexagon Honeycomb Corp. and
Castelcoomb Trust lands along State Highway No. 27 in Kerr
County, Texas

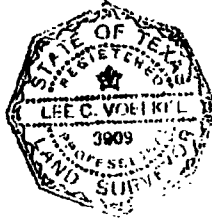
I hereby certify that this field notes description and accompanying plat
are accurate representations of the property shown and described
hereon as determined by a survey made on the ground under my
direction and supervision, except the survey was made to reestablish
Patent Survey lines or corners; and that all property corners are as
shown. (Bearing basis = True north based on GPS observations)

Dates Surveyed: March 19, 2003
March 20, 2003

Dated this 25th day of March, 2003

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



UNOFFICIAL

EXHIBIT "E"

FIELD NOTES DESCRIPTION FOR 5.00 ACRES OF LAND OUT OF THE HEXAGON HONEYCOMB CORP. AND CASTLECOMB TRUST LANDS ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 5.00 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; comprising 3.49 acres out of a certain 56.83 acre tract conveyed from Lonnie E. Longmire, et ux to Hexagon Honeycomb Corp. Profit Sharing Plan and Trust by a Warranty Deed executed the 16th day of January, 1986 and recorded in Volume 359 at Page 474 of the Real Property Records of Kerr County, Texas and 1.51 acres out of a certain 12.91 acre tract conveyed from Farm Credit Bank of Texas to Castlecomb Trust by a Special Warranty Deed executed the 24th day of May, 1995 and recorded in Volume 800 at Page 610 of the Real Property Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

BEGINNING at a 1/2" iron stake found in the northeast right-of-way line of State Highway No. 27 and southwest line of said 12.91 acre tract for the west corner of the herein described tract and south corner of a certain 5.00 acre tract heretofore conveyed out of 56.83 and 12.91 acre tracts from Castlecomb Trust to Bill Dan Abel, Jr. by a Warranty Deed with Vendor's Lien executed the 16th day of June, 2000 and recorded in Volume 1072 at Page 777 of the Real Property Records of Kerr County, Texas; which point bears 229.76 ft. S.15°31'52"E. from the west corner of said 12.91 acre tract; and approximately 1713 ft. N.43°E. and 230 ft. S.15°32'E. from the west corner of Survey No. 71;

THENCE, with the southeast line of said 5.00 acre tract: N.44°59'06"E, upon, over and across said 12.91 acre tract at 323.33 ft. passing the common line between 12.91 and 56.83 acre tracts, then continuing upon, over and across 56.83 acre tract for a total distance of 714.67 ft. to a found 1/2" iron stake; N.81°12'04"E., continuing upon, over and across 56.83 acre tract 169.32 ft. to a found 1/2" iron stake; and N.44°59'11"E., continuing upon, over and across 56.83 acre tract 220.14 ft. to a 1/2" iron stake found for the north corner of the herein described tract and east corner of 5.00 acre tract;

THENCE, continuing upon, over and across said 56.83 acre tract S.10°03'09"E., 149.01 ft. to a 1/2" iron stake set for the east corner of the herein described tract;

THENCE, continuing upon, over and across said 56.83 acre tract S.44°59'06"W., at 840.36 ft. passing the said common line between 56.83 and 12.91 acre tracts, then continuing upon, over and across 12.91 acre tract for a total distance of 1110.64 ft. to a 1/2" iron stake set in the southwest line of 12.91 acre tract and northeast right-of-way line of State Highway No. 27 for the south corner of the herein described tract;

THENCE, with the said southwest line of 12.91 acre tract and northeast right-of-way line of State Highway No. 27, N.15°43'37"W., 254.72 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Dates Surveyed: March 19, 2003
March 20, 2003

Dated this 26th day of March, 2003

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas

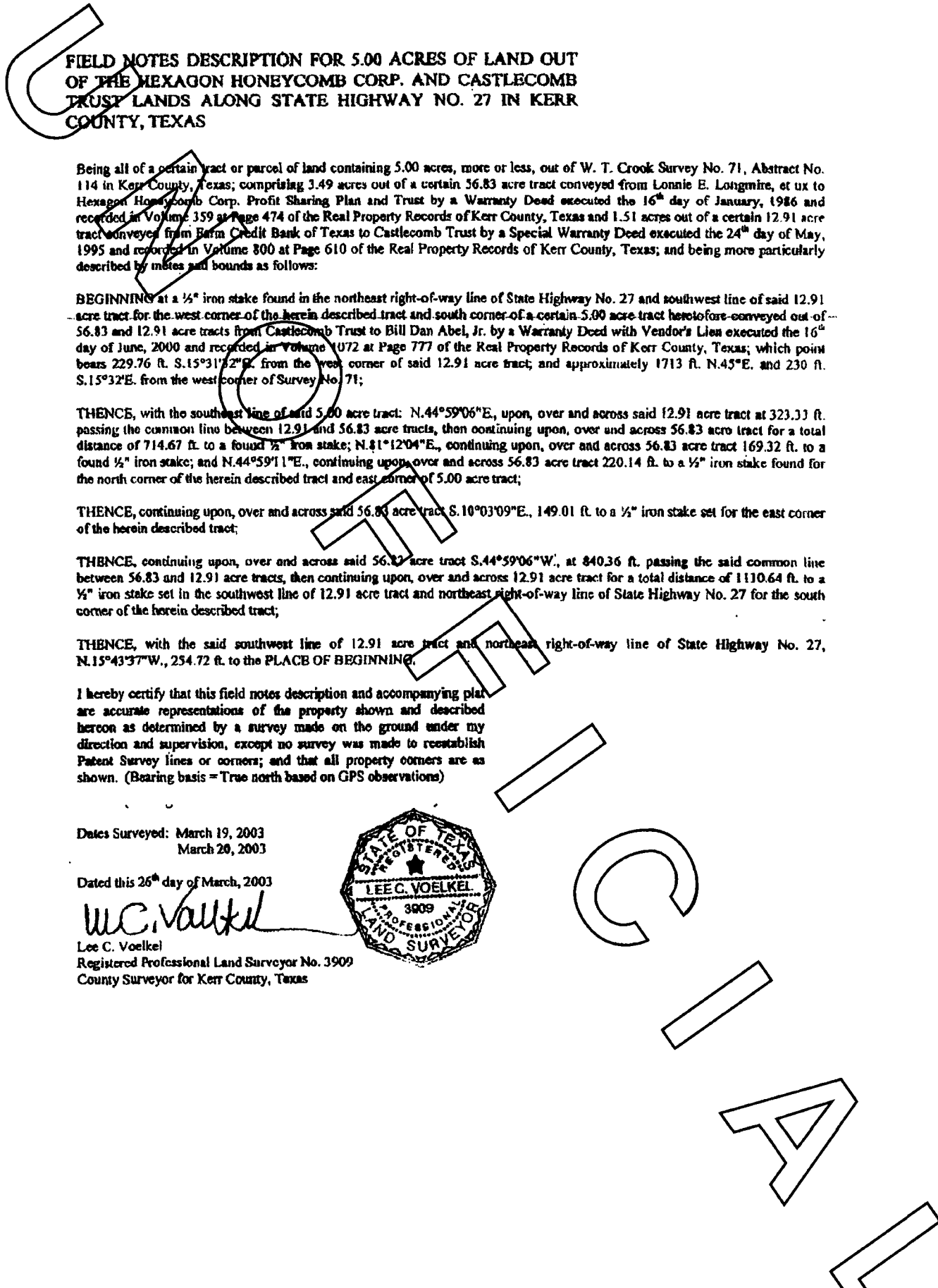
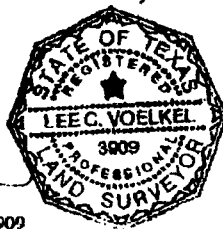


EXHIBIT "F"

**FIELD NOTES DESCRIPTION FOR 2.96 ACRES OF LAND OUT OF THE
CASTLECOMB TRUST LAND ALONG PETERSON FARM ROAD IN
KERR COUNTY, TEXAS**

Being all of a certain tract or parcel of land containing 2.96 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; part of a certain 56.83 acre tract conveyed from L. Dejuan Abel to The Castlecomb Trust by a Correction Warranty Deed executed the 29th day of July, 1994 and recorded in Volume 758 at Page 52 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4" iron stake found in the northwest line of said 56.83 acre tract for the north corner of the herein described tract and west corner of Block 2 of Castlecomb, a subdivision of Kerr County according to the plat of record in Volume 5 at Page 307 of the Plat Records of Kerr County, Texas; which point bears: 608.29 ft. S45°03'09"W from the north corner of said 56.83 acre tract; and approximately 3116 ft. N45°E from the west corner of said Survey No. 71;

THENCE, upon, over and across said 56.83 acre tract with the southwest line of said Block 2: S35°42'49"E, 205.97 ft. to a found 1/4" iron stake; S24°56'16"E, 242.25 ft. to a found 1/2" iron stake; and S44°22'43"E, 69.97 ft. to a 1/2" iron stake found for the east corner of the herein described tract, the south corner of Block 2, and the west corner of Kensington Boulevard, a fifty (50) ft. wide public street (Ref: Vol. 5 Pg. 307, Plat Records);

THENCE, continuing upon, over and across said 56.83 acre tract S15°36'01"W, 345.55 ft. to a 1/4" iron stake found in the east line of a certain 22.97 acre tract heretofore conveyed out of 56.83 acre tract from The Castlecomb Trust to Sobilling Door, Inc. by a Warranty Deed executed the 2nd day of April, 2003 and recorded in Volume 1259 at Page 261 of the Real Property Records of Kerr County, Texas for the south corner of the herein described tract;

THENCE, continuing upon, over and across said 56.83 acre tract with the east line of said 22.97 acre tract: N33°05'52"W 181.90 ft. to a found 1/2" iron stake; and N10°02'04"W, 109.86 ft. to a 1/2" iron stake found for the north corner of 22.97 acre tract and east corner of a certain 5.00 acre tract heretofore conveyed out of 56.83 acre tract from The Castlecomb Trust to Billy Dan Abel, Jr. by a Cash Warranty Deed executed the 15th day of July, 2003 and recorded in Volume 1284 at Page 314 of the Real Property Records of Kerr County, Texas;

THENCE, continuing upon, over and across said 56.83 acre tract with the east line of said 5.00 acre tract N10°02'04"W, 148.96 ft. to a 1/2" iron stake found for the north corner of 5.00 acre tract and east corner of another 5.00 acre tract heretofore conveyed out of 56.83 acre tract from The Castlecomb Trust to Billy Dan Abel, Jr. by a Warranty Deed with Vendor's Lien executed the 16th day of June, 2000 and recorded in Volume 1072 at Page 777 of the Real Property Records of Kerr County, Texas;

THENCE, continuing upon, over and across said 56.83 acre tract with the northeast line of said 5.00 acre tract N44°58'27"W, 292.11 ft. to a 1/2" iron stake set in the northwest line of 56.83 acre tract for the west corner of the herein described tract;

THENCE, with the said northwest line of 56.83 acre tract N46°40'13"E, 235.71 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: January 19, 2011

Dated this 10th day of August, 2011

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



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EXHIBIT "G"

FIELD NOTES DESCRIPTION FOR 0.32 ACRE OF LAND OUT OF THE CASTLECOMB TRUST LAND ALONG PETERSON FARM ROAD IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 0.32 acres, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas, part of a certain 56.83 acre tract conveyed from L. Dejuan Abel to The Castlecomb Trust by a Correction Warranty Deed executed the 29th day of July, 1994 and recorded in Volume 758 at Page 52 of the Real Property Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake found in the northwest line of said 56.83 acre tract and in the northwest line of a certain 5.00 acre tract heretofore conveyed out of 56.83 acre tract from The Castlecomb Trust to Billy Dan Abel, Jr. by a Warranty Deed with Vendor's Lien executed the 16th day of June, 2000 and recorded in Volume 1072 at Page 777 of the Real Property Records of Kerr County, Texas and southeast line of a thirty (30) ft. wide public road in Los Premtados Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 253 of the Plat Records of Kerr County, Texas for the north corner of the herein described tract and a westerly corner of said 5.00 acre tract; which point bears: 496.6 ft. N45°03'18"E from the west corner of said 56.83 acre tract; 100.0 ft. S45°03'18"W from the north corner of said 5.00 acre tract; and, approximately 2571 N45°E from the west corner of Survey No. 71;

THENCE, upon, over and across said 56.83 acre tract with the northwest line of said 5.00 acre tract: S44°56'42"E, 200.00 ft. to a 1/2" iron stake found for the east corner of the herein described tract and a reentrant corner of 5.00 acre tract; S45°03'18"W, 70.00 ft. to a 1/2" iron stake found for the south corner of the herein described tract and a reentrant corner of 5.00 acre tract; and N44°56'42"W, 200.00 ft. to a 1/2" iron stake found in the northwest line of 56.83 acre tract for the west corner of the herein described tract and a westerly corner of 5.00 acre tract;

THENCE, with the northwest line of said 56.83 acre tract N45°03'18"E, 70.00 ft. to the PLACE OF BEGINNING.

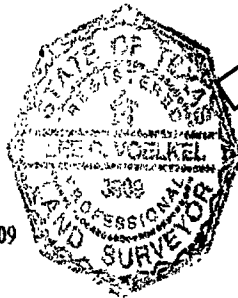
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners, and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: June 2000
January 19, 2011

Dated this 10th day of August, 2011

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



FILED AND RECORDED
At 4:21 o'clock P M
STATE OF TEXAS
COUNTY OF KERR



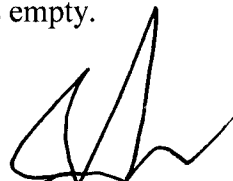
OCT 8 1 2011

I hereby certify that this instrument was filed in the Public Records of Kerr County, Texas, on the date and time stated herein by me and was duly recorded in the Official Public Records of Kerr County, Texas.
Janner Ketter, Kerr County Clerk

By *Janner Ketter*, Deputy

Exhibit B

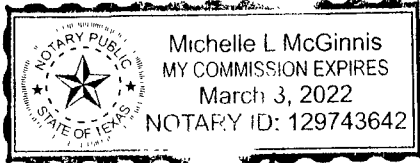
12. The three renters of the three manufactured homes that Corey Abel rents out continue to pay water and sewer fees directly to Abel or the trust.
13. Two residents do not pay anybody for water or sewer service.
14. Castlecomb WSC uses the donations to pay for the cost of operating and maintaining the infrastructure abandoned by Corey Abel and the Castlecomb Trust.
15. Neither Corey Abel, nor the Castlecomb Trust, have taken any action within the last six months regarding the operation of the water and sewer systems.
16. Neither Corey Abel, nor the Castlecomb Trust, have been in communication with residents of the Castlecomb subdivision within the past year.
17. Castlecomb WSC has started taking the steps necessary to obtain water and sewer certificates of convenience and necessity (CCNs) for water and sewer service in the subdivision.
18. Castlecomb WSC, by way of Clay Morehead, and myself, have been in contact with Lisa Fuentes, a Public Utility Commission manager, to ask to be referred to the Texas Rural Water Association (TRWA) for assistance in obtaining the necessary CCNs.
19. The TRWA has not contacted the Castlecomb WSC as of the date of this affidavit.
20. A proposed tariff and GIS mapping data have been drafted in anticipation of filing for the CCNs.
21. The Castlecomb subdivision is within the city of Kerrville's water CCN.
22. The Castlecomb subdivision is not within the city of Kerrville's sewer CCN.
23. Castlecomb WSC is in contact with the city of Kerrville to obtain the city's permission for dual certification for water service for the Castlecomb subdivision.
24. The officers of the Castlecomb WSC are: Jerry Weaver, President, Brittney Weaver, Secretary. The Vice President position is empty.



Jerry Weaver
President
Castlecomb WSC

State of Texas
County of Kerr

SUBSCRIBED AND SWORN TO before me, on this the 17 day of October, 2019, to certify which witness my official hand and seal.



Michelle McGinnis

NOTARY PUBLIC in and for the State of Texas.

Bandera County
Crockett County
Edwards County
Kimble County
Kerr County
Llano County



Mason County
Medina County
Menard County
Real County
Schleicher County
Sutton County

TEXAS HOUSE OF REPRESENTATIVES

ANDREW S. MURR

District 53

February 17, 2017

Dear Castlecomb Resident:

As you are aware, it is anticipated that future issues will arise following the short-term repairs made to your subdivision's septic system. To that end, I want to recap the issues regarding this important matter and how they will continue to impact your subdivision unless you take steps to protect your interest in the future.

The Texas Commission on Environmental Quality ("TCEQ") has worked diligently to repair the Castlecomb septic system to a point that it will function until a long-term solution can be selected and implemented. Through this state agency, the State of Texas has spent more than \$150,000 to remediate failures in the system, purchase and install replacement parts, monitor the system status, and protect the watershed and human health and safety. TCEQ responded under its authority in an emergency capacity, and it has no obligation (or budget) to maintain the system in any ongoing or long-term capacity. Other state-funded long-term alternatives (e.g., grants, low or no interest loans) are limited, and none appear applicable at present time.

I understand that the Kerr County Environmental Health Department (the "Department") continues to monitor your septic system. However, it is unclear whether anyone is actively maintaining the system. While you likely have more detailed facts accessible to you, I understand that this system is owned by Corey Abel, who is also responsible for operating it, but that abandonment of the system has occurred. Corey Abel has filed to abandon the system with TCEQ, and it is believed he is no longer operating or maintaining the system. I understand that the Attorney General's office is engaged in enforcement of civil fines and penalties, and a criminal action is being prosecuted by the 216th District Attorney. (Should you wish to learn more about these details, you may want to contact Heather Stebbins, Kerr County Attorney or Lucy Wilke, 216th District Attorney or the owner/operator.)

Since it appears that the owner/operator of your septic system may not be maintaining it, I want to stress the importance to you of being proactive and engaged in the process of selecting and implementing a long-term solution. Among options that may exist, the owner/operator might choose to sell this septic system to another party. The present or future owner/operator could maintain and upgrade the septic system in order to provide you with a stable and long-lasting solution.

CAPITOL OFFICE:
POST OFFICE BOX 2910
AUSTIN, TEXAS 78768-2910
(512) 463-0536 TELEPHONE
(512) 463-1449 FACSIMILE
ANDREW.MURR@HOUSE.STATE.TX.US



DISTRICT OFFICE:
715 WATER STREET
KERRVILLE, TEXAS 78028
(830) 257-0432 TELEPHONE
(512) 463-1449 FACSIMILE
DISTRICT53.MURR@HOUSE.STATE.TX.US

Another detailed proposal has been provided by city and county officials in which the City of Kerrville could possibly annex your subdivision, if you desire, and subsequently provide water and sewer services. However, the costs of this conceptual idea are high and would need diligent discussion by all interested parties (including homeowners). If you missed the public meeting regarding this proposal, I suggest that you contact County Commissioner Tom Moser at 700 E. Main Street, Kerrville, Texas 78028 or call him at (830) 792-2216. This concept requires active participation by homeowners to develop and move any proposal forward, if that should be the general consensus among you and your neighbors.

Other ideas may also be suggested. **However, I stress that the emergency repairs by TCEQ to your septic system to make it operational were and are TEMPORARY and, without efforts by stakeholders (namely you and your neighbors), you will very likely experience additional septic system failures in the medium-term to long-term future.** These failures will likely affect your quality of life and your property values. Without your engaged and ongoing interest, a solution will not be found and implemented.

I implore you to remain involved with this issue, to visit with your neighbors, and to actively assist local officials in vetting ideas and reaching a long-term solution. No one wants to force a long-term solution on you; rather, everyone desires that you assist in the formulation of a plan that best suits you and your neighbors. Without your involvement, another crisis-in-waiting lurks in your subdivision, and I am confident that no one wants that to occur.

Thank you for taking time to read this letter. Please visit with your friends and neighbors regarding this important issue.

I appreciate the opportunity to serve you in the Texas House of Representatives. If I may be of any further assistance to you, please do not hesitate to contact me.

Sincerely,



Andrew S. Murr
State Representative

cc: Hon. Bonnie White, Mayor, City of Kerrville
Hon. Tom Pollard, County Judge, Kerr County
Hon. Tom Moser, County Commissioner, Precinct 2, Kerr County
Mr. Ray Garcia, Kerr County Environmental Health Department
Mr. Joel Anderson, Regional Director, San Antonio Region, TCEQ
Mr. Ryan Vise, Director, Intergovernmental Relations TCEQ

Clay Morehead

From: Castlecomb <castlecomb@gmail.com>
Sent: Tuesday, June 20, 2017 3:25 PM
To: Chris Lee
Cc: Alvin & Carol Francis; Barrett Guzardo; bdavis002@stx.rr.com; Brandon Miller; Brittany Weaver; Clay Morehead; Donna; Ima Kryzer; Jerry Weaver; Joyce & Ernie Rodrick; Kimberly Lopez; Pat Croft; Rachel Maxson; Rick Phipps; Stacey Ellis; Alan Soth
Subject: Re: Castlecomb

Dear Mr. Lee, et. al.,

I dispute your characterization of my management of the water and septic system, and also dispute that you have suffered damages. Notwithstanding our disagreement on the above points, the existence of legal allegations involving the Trust does not provide you a waiver of your legal obligation to pay maintenance fees, as specified in your deed restrictions. Further, as the manager of the systems that serve your home, I will have to correspond with you as needed to perform my function.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

On May 26, 2017, at 12:03, Chris Lee <c.lee5806@icloud.com> wrote:

Dear Mr. Able:

I find both of your e-mailed letters of May 22 and May 26, 2017 to be most disturbing. Your previous management of the water and sewer system has cost the TCEQ over \$125,000 to correct and has caused tremendous discomfort, stress and damages to me and my family. Before I would feel comfortable sending any funds to you, I would have to know that you are no longer involved in legal proceedings with the TCEQ, the Kerr County District Attorney's office and the Office of the Attorney General of Texas.

You are hereby warned not to send any more correspondence or otherwise attempt to communicate with me until all pending legal matters between you, the TCEQ and the Kerr County District Attorney have been resolved.

Sincerely,