

**ARTICLES OF INCORPORATION
PURSUANT TO ARTICLE 3.02
TEXAS NON-PROFIT CORPORATION ACT**

Article 1 - Corporate Name

The corporation formed is a non-profit corporation. The name of the corporation is Castlecomb Homeowners Association (the "Corporation").

Article 2 - Registered Agent and Registered Office

The initial registered agent is an individual resident of the state whose name is Clay Morehead. The business address of the registered agent and the registered office address is 101 Dover Drive, Kerrville, Texas 78028.

Article 3 - Management

Management of the affairs of the Corporation is to be vested in its board of directors. The number of initial directors shall be three (3). The number of directors shall be set by the bylaws of the Corporation as may be amended from time to time, provided that the number of directors may never be less than three. The names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are:

Clay Morehead	101 Dover Drive, Kerrville, Texas 78028
Robert L. Harder	1327 Junction Highway, Kerrville, Texas 78028
Larry Dove	108 Dover Drive, Kerrville, Texas 78028

Other than initial directors, directors of the Corporation must also be members of the Corporation. If at any time, a director ceases to be member, his or her directorship shall at such time become vacant.

Article 4 - Organizational Structure

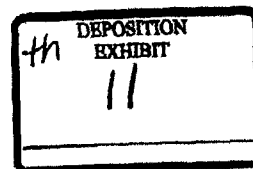
The Corporation will have members.

Article 5 - Duration

The period of duration is perpetual.

Article 6 - Purpose

The purpose of the Corporation shall be to manage and regulate the Castlecomb subdivision consisting of 7.92 acres of land out of W.T. Crook Survey 71, A-114 situated in Kerr County, Texas.



Article 7 - Restrictions

Notwithstanding the foregoing or anything to the contrary herein, the Corporation may not:

- A. Engage in any activity or take any action prohibited by the Texas Non-Profit Corporation Act.
- B. Pay any dividend or distribute any part of the income of the Corporation to its members, if any, directors, if any, or officers. However, the Corporation may pay compensation in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, provided such compensation and benefits are reasonable.
- C. Make loans to the Corporation's directors.
- D. Engage in any activities, except to an insubstantial degree, that are not in furtherance of the purpose or purposes of the Corporation.
- E. Conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its regulations, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and regulations.
- F. Serve any private interest except if clearly incidental to the public benefit provided by the Corporation.
- G. Allow any of the Corporation's net earning to inure to the benefit of the members, if any of the Corporation, or any private individual.
- H. Engage in more than an insubstantial degree in the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not directly or indirectly participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, except as allowed by Internal Revenue Code and its regulations.
- I. Allow upon dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation to be distributed to anyone other than an organization which would then qualify as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code for use in furtherance of the purpose or purposes for which the Corporation was organized or to the State of Texas for public purposes.
- J. Make distributions at such time and in such manner as to subject it to tax under Section 4942 of the Internal Revenue Code of 1986 (the "Code").
- K. Engage in any act of self-dealing which would be subject to tax under Section 4941 of the Code.
- L. Retain any excess business holdings which would subject it to tax under Section 4943 of the Code.
- M. Make any investments which would subject it to tax under Section 4944 of the Code.
- N. Make any taxable expenditures which would subject it to tax under Section 4945 of the Code.

Article 8 - Action Without a Meeting by Members, Directors or Committees

Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth

the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

Incorporator

The name and address of the incorporator is:

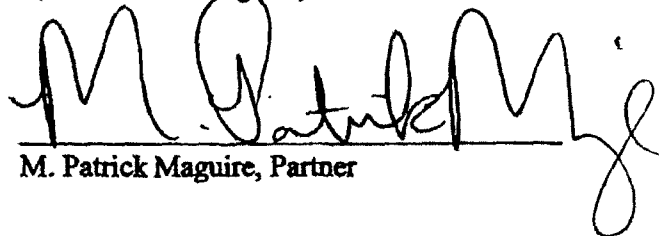
Danford, Emerson & Maguire, PLLC

1021 Main Street, Suite 200, Kerrville, Texas
78028

The undersigned incorporator signs these articles of incorporation subject to the penalty imposed by Article 10.02, Texas Business Corporation Act, for the submission of a false or fraudulent document.

Danford, Emerson & Maguire, PLLC

By:

A handwritten signature in black ink, appearing to read "M. Patrick Maguire", written over a horizontal line. The signature is stylized with large, flowing letters.

M. Patrick Maguire, Partner

Proposed Bylaws for Castlecomb Estates Homeowners Association

This declaration of restrictions for Castlecomb Estates Homeowners Association (CEHA) is made on the ___ day of ___ 2004 and filed in the deed records of Kerr County on ___ 2004 and is adopted to govern the operations of the CEHA. The CEHA area is defined as....

Membership rights and responsibilities are those set out in the above declaration or as otherwise established in these bylaws.

Article 1

1.01 The CEHA's official address will be that of any of the three Directors home addresses. The Board may change the location of the CEHA offices as necessary.

1.02 The CEHA will maintain a registered agent in Texas as outlined in the Texas Nonprofit Corporation Act.

Article 2

Members

2.01a The CEHA will have one class of member. Each home owner of an occupied home with a fee simple interest within the CEHA area will have one vote. Membership will automatically change as ownership changes.

b The developer also may exercise one vote, regardless of the number of lots or houses he has an interest in.

c Every homeowner within the CEHA area is required to be a member of the CEHA unless he or she resigns under bylaw number 2.05

Dues

2.02a The board may set and change the amount of dues, fees and assessments payable by CEHA members.

b Dues will be \$10 per year per house hold. This amount insures that the CEHA can maintain a minimum bank account as required by Texas code. Dues will be due on the last day of January of each new year.

Disputes

2.03 All members will attempt to solve any disputes by cooperating in good faith. If parties cannot resolve a dispute among themselves, they may each select a Board member to help resolve the dispute. If the Board approves, binding arbitration as described in the Texas Civil Practice and Remedies Code may apply, however, binding arbitration can take place only after the parties have met with an approved mediator.

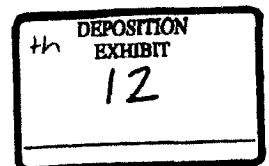
Sanctioning a member

2.04 The board may sanction a member by suspending their voting rights for defaulting on an obligation to CEHA to pay dues or other assessments or for a serious violation on the bylaws and restrictions of the CEHA. A written notice of suspension must be sent to the member prior to their suspension. The board may impose sanctions or suspension by a majority vote of Board members present.

Resignation

2.05 Any member may resign from the CEHA by submitting a written resignation to a Board member. A members resignation will not relive him or her of any obligations to pay dues, assessments or other charges.

Waiving interest



2.06. The CEHA waives any interest in common areas or any current services supplied by the developer.

Article 3

Meetings

3.01 Beginning in 2005, the Board will hold an annual meeting at a place and time to be determined. All members in good standing will be notified either in person, by e-mail, or by U.S. mail of the meeting. The purpose of this meeting will be to elect board members and to transact any other business presented by either the Board or members. Members in good standing may vote by mail for election of Board members.

3.02 Special meetings may be called by the Board or not less than five members in good standing.

Article 4

Board of Directors

4.01 The Board will manage CEHA affairs. This includes making day-to-day operating decisions for the CEHA.

4.02 The Board will consist of three homeowners in good standing elected by the membership. Each Board member will serve for two years. The Board chairman will serve for three. A Board member may be elected to succeed him or her self. Board members will not be compensated for their service.

4.03 If a vacancy occurs, the other Board members will select a current member in good standing to fill the vacancy until the next scheduled election.

4.04 The board may schedule meetings as they feel appropriate. Any CEHA member in good standing may attend any board meeting.

4.05 A Board member may be removed by a majority vote of CEHA members in good standing.

Article 5

Miscellaneous

5.01 CEHA funds will be deposited in a local Kerr County bank. The banking records will be kept by the Board and will be open to CEHA members in good standing after requesting access in writing to any Board member.

5.02 These bylaws may be amended, altered or repealed with a recommendation by the Board and a majority vote of the CEHA members in good standing.

#1 3/23

HOME OWNERS ASSOCIATION OF CASTLECOMB
CHARTER MEMBERSHIP

Home Owner	Address	Signature and Date
16 Clay Morehead	101 Dover Dr.	Clay Morehead 3-23-04
96 714 Brandon Miller	121 Dover Dr.	Brandon Miller 3-23-04
ERNEST REDDICK	113 DOVER DR	Ernest Reddick 3-24-04
46-1298 Lety Furlow	112 Cardiff	Lety Furlow 3-24-04
95-1418 ALVIN FRANCIS	109 Dover DR.	Alvin R Francis 3-24-04
23 Deborah F. Craft	116 Cardiff St.	Deborah F. Craft 3-24-04
Kevin & Aliz Treibis	120 Dover Dr.	Aliz Treibis 3-24-04
196-1246 FRED "RUSTY" FLONELL KANADY	105 DOVER DR	Fred Kanady 3-24-04
27-109 Jara Lysman	109 Cardiff	Jara Lysman 3-24-04
100-100 Jara Lysman	100 Dover Dr.	Jara Lysman 3-24-04
203 Stella Herrera C.	101 OXFORD PL.	Stella Herrera 04-25-04
157-3041 Patricia R. Elkins Labeda	117 Dover Dr.	Patricia R. Elkins 3-25-04
155-155 DONALD L. WISE	112 DOVER DR	Donald L. Wise 8/25/03
Bruce Krayen	116 Dover Dr.	Bruce Krayen 3/25/04
Robert L. Harker	112, 116 OXFORD	Robert L. Harker
Ernest Reddick	109 Dover	896-6714

16 4/1/04

th DEPOSITION
EXHIBIT
19

April 11:00 Homecoming Mtg
 Regs. for Mass

Larry & Karen Dale

Don & Mary 101 Dover

Don & Mary 112 Dover 257 6362

Don & Mary 113 Dover 257 0691

Rusty Kanaly 105 Dover

Alan & Mary 109 Dover

Larry & Karen Dale 108 Dover

Wayne & Roddie 113 Dover

Steve & Roddie 113 Dover

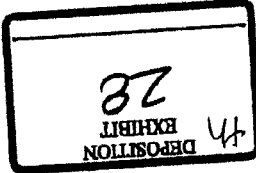
Atella & Steven 100 Oxford Pl. 257-2283

Kevin & Aliz Trebs 120 Dover Dr.

Philip & Leah Furlow 112 Cardiff

Andy & Pat Furlow 117 Dover Dr.

Mrs. Casey Moulton 101 Dover Dr.



Meeting 11/1/10

Clayton

Don Wiese

Joyce Roddick

Ernest Roddick

Mary Catherine Kryger

Bruce Kryger

Alvin R. Harris

Karen Dove



5/11/04 Homeowners meeting

- 1) Betty Furlow
- 2) Bruce Kyrer & Mary Kyrer
Joyce & Ernie Roddick
Dwight Craft
G. Francis
Shane Anders
Karee & Larry Dove
Fred "Rusty" Kennedy
Clayton
Bernadette Miller
Deanna Miller
Alia Treko

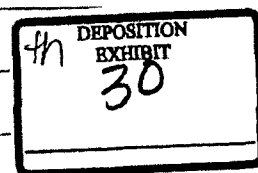


EXHIBIT C

CLAY MOREHEAD LETTER OF INTEREST IN PROPERTY AT 100 OXFORD PL.

5-16-03

To: Djaun Ables

Re (Tambra & Clay Morehead)

Would like know if the
"Diamond Shape" Lot behind
is for sale.

Please call 896-8466

my work 895-3088 Ext. 26.

Thank You,

Clay Morehead

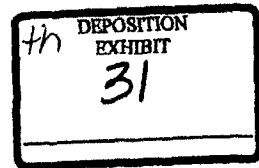


EXHIBIT D

**EVIDENCE OF PERSONAL VITRIOL TOWARD DEFENDANT AND PERSONAL
CONNECTIONS TO GOVERNMENT OFFICIALS**

From: **Castlecomb** <castlecomb@gmail.com>
Subject: **Re: Water/Septic Monthly Fee**
Date: **February 25, 2018 at 23:13**
To: **sharla scott** <xxsharlaxx@hotmail.com>
Cc: **Davis, Amy** <Amy.Davis@oag.texas.gov>, **Kilroy, Taylor** <Taylor.Kilroy@puc.texas.gov>, **Andrew Murr** <andrewmurr@house.texas.gov>

Dear Sharla,

Thanks for your kind words. I too, wish the drama could stop. I think back, at how many times anybody from the County or City could have contacted me, as Trustee -- or even my father, while he was still alive -- and just invited a sit down discussion about the future of Castlecomb. Too many people making too many assumptions -- ah, he's making tons of money, he'd never give it up! he wants us all to lose our houses! etc., etc. -- when that just isn't the case at all. It's been a deep sense of responsibility and a lack of anyone else stepping up in even the slightest way.

Anyway, there will be, I anticipate, a transition soon. Your support is appreciated. The WSC and I were going to announce together, which would have been better for the community, less confusing, but they went ahead with a bunch of half-truths and possibly illegal actions. Anyway, some more updates to follow. Stay tuned.

Corey Abel
Trustee

On Feb 24, 2018, at 12:49, sharla scott - xxsharlaxx@hotmail.com - wrote

Thank you for your clarifications. I will continue to send my payments to you

I believe a big part of the animosity is a personal problem by several residents here in the community, and directed towards your family. I have grown very weary of this

Adrianna Herrera's "water bill problem" is not solved, regardless of what she thinks. And obviously, that was not her last email either, as she felt the need to add a negative accusation of being "shady" in her last comment

It is this suspicious and negative attitude (that is shared by several) that keeps any progress (for the better of all) from moving forward

Some community members feel the need to pick a side, criticize, gossip, etc... For this very reason, I avoid these folks. Vigilantism is not a virtue and completely unattractive

I've read several emails where you have genuinely extended yourself, and were met with rude, unreasonable, and uncalled for remarks. This also is unattractive. I do not respect disrespect

One resident feels the need to drive down Cardiff St to check out the hood I guess. I was having remodeling done and this same resident had the nerve to ask if I was paying for it or if it were a insurance claim. Do not understand their need for this information. SMH. I personally wanted to upgrade and I guess they needed to know who was paying the bill

All in all, I'm immensely sick and tired of the negative state here in our community. It's a constant of turmoil and drama. No thank you. I do not choose to be a part of this circus.

I personally apologize out of embarrassment for the naysayers

Thank you,

Sharla

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone

-- Original message --

From: **Castlecomb** <castlecomb@gmail.com>
Date: **2/23/18 11:23 (GMT-06:00)**
To: **Castlecomb Trust** <castlecomb@gmail.com>
Cc: **"Davis, Amy"** <Amy.Davis@oag.texas.gov>, **"Kilroy, Taylor"** <Taylor.Kilroy@puc.texas.gov>, **Andrew Murr**

<andrew.murray@house.texas.gov>
Subject: Fwd: Water/Septic Monthly Fee

Dear Homeowners,

Below is a follow up on the matter of the HOA/WSC getting the backing of Tom Moser to pay fees to a homeowner group headed by Chris Lee. See forwarded message at bottom

The (sham) HOA includes Mr Phipps, Mr Morehead, and Mr Guizado. It exists only on paper, based on all knowledge I have. The "WSC" (water supply corporation) also exists only on paper, and its officers are Brandon Miller, Chris Lee (no longer an owner in Castlecomb), and Jerry Weaver. This is based on State filings and comments made by both the group members and their former attorney.

Mr Moser is unfortunately confused about the facts when he states to Ms. Adrianna Herrera that Chris Lee is the head of the "HOA". And he is mistaken to say that the WSC are the "legal people to pay."

While the Trust has been attempting to negotiate with the WSC, it does not own the systems. It does not possess a CCN. And it does not have an approved water or sewer tariff with the Public Utility Commission. As such, it has no legal right to charge for services. I will be sending more soon on the recent letter you received from this group and their demands for payment of legal fees they have incurred and other issues raised in the letter. They refused to share the letter with me, even when I requested a copy, but several other homeowners did bring up to me. Please feel free to communicate with me, and ignore Mr Phipp's threats about being "leaks". The cloak and dagger stuff really gets us nowhere.

Again, you will be getting more detailed updates from me soon, but I can say here that a major delay and stumbling block in our negotiations has been the HOA/WSC's demand to include the "Kensington homes" owned by Tobusch LLC under the Castlecomb Deed Restrictions. I have resisted that idea, since it would reverse a long ago settled legal matter, and violate the Court's decision on modulars in Castlecomb. It has been unfortunate to have the transfer discussion derailed and sidetracked by this demand, but I believe I have succeeded in putting it to rest. The "HOA" seems mainly to have been created in order to allow Mr Morehead and Phipps to wage their ongoing war against my family.

A short time back when electric bills were about to go unpaid, resulting in a complete "crash" of the systems, the WSC members did respond to my pressure to either pay fees and encourage others to do so or else get involved in maintaining the systems. They chose to get involved in maintaining the systems, and for this I am genuinely appreciative. As I have long said, it requires money and effort to maintain these systems. I have never understood how people have imagined that refusing to pay deed restriction fees would help the situation in any way. I have also been dismayed to hear from some residents that County and State level representatives actively encouraged people not to pay their deed restriction fees going back at least a year and a half, if not longer.

Now, rather hypocritically, Mr Moser is telling people to pay an illegally operating "WSC". Frankly, despite the WSC group's dubious legal standing, I agree the systems need to be maintained. And I hope this group can establish itself legally and we all move forward constructively.

I can't describe the frustration of inviting homeowners for years to discuss any issues of concern, and to chart a way to move forward, only to have a barrage of unethical and even illegal attacks from the County be framed for a felony, and then have this discussion under these conditions.

Very Truly,

Corey Abel
Trustee
Castlecomb Trust

Begin forwarded message:

From: Adriana Herrera <a.herrera0343@gmail.com>
Subject: Water/Septic Monthly Fee
Date: February 15, 2018 at 18:20:25 MST
To: Castlecomb <castlecomb@gmail.com>

Mr. Corey Abel: I talked to the Kerr County Commissioner, Tom Moser, in Kerrville and he says to talk to Chris Lee that he is the Castlecomb Home Owners Association. And that they are in charge of the Water Sewer and the home owners association. So I am paying them. Please solve your problems with Chris Lee. They are the legal people to pay. This is the last email I am sending you. And I am real happy to solve this water bill problem.

From: **Clay Morehead** clay.morehead@keg1llc.com
Subject: Utility Bill
Date: July 10, 2017 at 16:40
To: csabriel@mac.com
Cc: **Spencer Hart** wshart@hartslaw.com, **Imoser** imoser@keg1llc.com, **district53** murri@house.state.tx.us, **Rick Phipps** rhipps@keg1llc.com, **Brandon Miller** goldstarsafety1@gmail.com, **Chris Lee** lee5806@icloud.com

Please see the attached.

Thanks

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell - (830) 370-1059
Fax - (830) 307-3139

①

②

May 23.DraftFormat
ltr.docx

wild diatribe attached
sent to Tom Moxer's personal
email account

From: SUZIE ARNOLD [mailto:suzie.arnold@castlecomb.com]
Subject: SEPTIC SYSTEM
Date: April 6, 2010 at 12:36 PM
To: Castlecomb Trust [mailto:castlecomb@castlecomb.com]

I JUST SPOKE WITH BILL WILLIAMS COUNTY COMMISSIONER AND HE TELLS ME THERE IS A PROBLEM OUT HERE AND THAT THE BEST THING WE CAN DO AS HOME OWNERS IS TO GET A CLASS ACT LAW SUIT FOR THE DEVALUATION OF OUR HOMES IF THIS IS NOT CLEARED UP. I AM SO CONFUSED BY THE FACT THAT COREY SAYS THERE IS NOT A PROBLEM AND THAT MR. WILLIAMS SAYS THERE IS. ALL I WANT IS TO SALE MY HOME AND GET ON WITH MY LIFE. WOULD YOU LIKE TO BUY MY HOUSE BACK??? THERE IS SOME KIND OF PROBLEM AND MAYBE YOU SHOULD CALL HIM. ONE WAY OR ANOTHER I AM GOING TO START SOME KIND OF ACTION. HIS NUMBER IS 830-792-2211. HE TALKED SOME KIND OF PERMIT BETWEEN YOU AND TCEQ
THANK YOU
MARILYN ARNOLD
830-890-5208

2010

Recommend lawsuit,
not a constructive meeting

* Williams also recommended in
2004 'HOA' group to contact
firm of Rex Emerson and
Pat Maguire.

<muziceve@gmail.com>, Rick Phipps <rphipps@castlecumb.net>, Stacey Ellis
<staceyellis68@outlook.com>

Sent: Thursday, October 13, 2016 3:05 PM

Subject: Fwd: Conference call review

Thank you Barrett for being able to listen in and add to the conference call. Does anyone feel like we need to touch base or discuss any of this?

----- Forwarded message -----

From **Barrett** <bqguzardo@yahoo.com>

Date Tue, Oct 11, 2016 at 2:02 PM

Subject: Conference call review

To: Castle Comb <castlecombresidents@gmail.com>

Castle Comb community,

I just got off the conference call and I want to give a quick review. First off TECQ went over the repairs and testing. They replaced four pumps as well as the wiring and control panel. TECQ also tested the four lines and those passed inspection. The system is being inspected daily and seems to be functioning properly. TECQ has had three of the four fields mowed and are working on getting the fourth mowed. TECQ had no further information on the progress of the AG's office concerning the litigation. Tom Moser then opened the conversation for questions. I asked about getting control of the system out of Abel's hands (Chris Lee had commented on this yesterday) Tom Moser & TECQ both said we needed legal representation to do that and didn't have an answer for us. I then asked about home sales and any new connections to the system. Kerr County Environmental Health said neither could be done at this time due to on going litigation. Tom Moser then commented on the long term solution of tying into the city water and sewer. Tom Moser then thanked TECQ for there work and the Call was ended

out of
Abel's
hands

give to
City

Quenton Guzardo
Barrett Building & Renovations
830-928-6896

Quenton Guzardo
Barrett Building & Renovations
830-928-6896

DisclosureThis email is used for communication purposes between Castlecomb residents, or the residents and any other third parties ONLY.



rphipps.vcf

1

2

3

KERR COUNTY COMMISSIONERS' COURT

4

Regular Session

5

Monday, June 13, 2016

6

9:00 a.m.

7

Commissioners' Courtroom

8

Kerr County Courthouse

9

Kerrville, Texas 78028

10

11

12

13

14

15

16

17

18

19

20

21

22

23 PRESENT: TOM POLLARD, Kerr County Judge
H. A. "BUSTER" BALDWIN, Commissioner Pct. 1
24 TOM MOSER, Commissioner Pct. 2
JONATHAN LETZ, Commissioner Pct. 3
25 BOB REEVES, Commissioner Pct. 4

2

1 I-N-D-E-X

2 NO.	PAGE
3 *** Call to Order	6
4 *** Visitors' Input	6
5 *** Commissioners' Comments	11
6 1.1 Consider, discuss and take appropriate	13
7 action for the Court's approval to fill	
8 an open, budgeted Road Maintenance	
Technician Position in the Road and Bridge	
Department, Pct. 1, 2, 3 and 4.	
9 1.2 Consider, discuss and take appropriate	14
10 action to transfer a vehicle from Road	
11 and Bridge Department to the Information	
Technology Department, Pct. 2 and County	
Judge.	
12 1.3 Consider, discuss and take appropriate	20
13 action to set the pay rate for Floodplain	
Administration.	
14 1.4 Consider, discuss and take appropriate	27
15 action for the Court to approve Amendment	
16 No. 6 (construction Phase Engineering) to	
the Agreement for Engineering Services	
17 between Kerr County and Tetra Tech, Inc.	
for the East Kerr County/Center Point	
Wastewater Project, Pct. 2 and 3.	

18	1.5	Consider, discuss and take appropriate	31
19		action regarding the Kerr Economic	
20		Development Corporation budget; and request	
		for funding.	
21	1.6	Consider, discuss and take appropriate	35
22		action on amendment to and/or revision of	
23		the Kerr County Juvenile Detention Facility	
		Policy and Procedure Manual. This includes,	
		but is not limited to, approval of the Suicide	
		Prevention Plan.	
24			
25			

I-N-D-E-X

2	NO.	PAGE
3	1.7	Consider, discuss and take appropriate
4		action on agreement between the Juvenile
5		Detention Facility and Cameron County and
		authorize the County Judge to sign the same.
6	1.8	Consider, discuss and take appropriate
7		action on approval of the Juvenile Detention
8		Facility Contract with the Kickapoo
		Traditional Tribal of Texas and allow County
		Judge to sign the same.
9	1.9	Consider, discuss and take appropriate
10		action on approval of the FY2017 Juvenile
		Detention Facility Contracts and authorize
		the County Judge to sign same.
11	1.10	Consider, discuss and take appropriate
12		action on 2016-2017 Agreement between the
13		Juvenile Detention Facility and the
		Kerrville Independent School District and
		authorize the County Judge to sign same.

14 1.11 Discussion regarding concerns of residents 42
in the Castlecomb Subdivision.

- 15
16 1.12 Consider, discuss and take appropriate 55
17 action to ratify and confirm the
18 Environmental Review records for Texas
Community Development Block (TxCDBG) Grant
#7215045 for the Center Point/East Kerr
County Wastewater Project.
- 19 1.13 Consider, discuss and take appropriate 57
20 action to ratify and confirm the Initial
21 Acquisition Report (Form A600) for Texas
Community Development Block (TxCDBG) Grant
#7215045 for the Center Point/East Kerr County
Wastewater Project.
- 22
23 1.18 Consider, discuss and take appropriate 60
24 action regarding purchasing benches for
the courthouse grounds.
- 25

4

1 I-N-D-E-X

2 NO.	PAGE
3 1.14 Consider, discuss and take appropriate 64	
4 action to approve contract with Catapult	
5 Health for an employee health screening	
event to be held in August, 2016 and have	
County Judge sign same.	
6 1.15 Consider, discuss and take appropriate 70	
7 action regarding county vehicles that	
have incurred hail damage.	
8 1.16 Consider, discuss and take appropriate 73	
9 action to approve all documents related	
to closing grants/loan forgiveness and/or	

10	the 2016 Certificate of Obligation related to Center Point/East Kerr County Wastewater System.	
11		
12	1.17 Consider, discuss and take appropriate action to address possibility of prohibiting the sale or use of restricted fireworks (i.e.: "skyrockets with sticks" and "missiles with fins") in any portion of the unincorporated area of Kerr County pursuant to Local Government Code 352.051 for the Fourth of July fireworks season.	74
16	1.19 Discuss and/or approve Agreement with Kendall County Water Control and Improvement District (WCID) #1 relating to the Center Point/East Kerr County Wastewater System.	74
18		
19	1.20 Consider, discuss and take appropriate action on pending and potential litigation.	75
20	1.21 Consider, discuss and take appropriate action pertaining to allowing McMullen County to transfer to the Alamo Area Council of Governments and authorize County Judge to sign appropriate documents.	75
23	4.1 Pay bills.	79
24	4.2 Budget Amendments.	80
25	4.3 Late bills.	82

I-N-D-E-X

2	NO.	PAGE
3	4.4 Approve and accept Monthly Reports.	83
4	4.5 Auditor Reports.	84
5	5.1 Reports from Commissioners/Liaison	84

	Committee Assignments as per attachment.	
6		
7	5.2 Reports from Elected Officials/Department Heads.	84
8	5.3 Reports from Boards, Commissions and Committees.	86
9	a). City/County Joint Projects or Operations Reports.	
10	b). Other.	
11	*** Adjournment	87

.....

9 JUDGE POLLARD: All right. Item 1.11

10 discussion regarding concerns of residents in the
 11 Castlecomb Subdivision. I have three public
 12 participation forms that are applicable to this
 13 particular subject matter. First one I have **Elsie J.**
 14 **Roddick**. Is she in the audience and would she like to
 15 step forward to the podium. I note that your last name
 16 is Roddick it is, R-O-D-D-I-C-K. Your address is 113
 17 Dover Drive in Kerrville?

18 MRS. RODDICK: Yes, yes.

19 JUDGE POLLARD: Thank you, go ahead.

20 MRS. RODDICK: Yes. I've been a resident in
 21 Castlecomb for 16 years, love the place, love Kerrville.
 22 Unfortunately we've been having problems for quite a
 23 number of years as you know. But to wake up every
 24 morning to know is there going to be a port-a-potty on

25 my driveway, or they going to plop something on my door

43

1 saying your house cannot be lived in anymore. It's
2 frightening. I am 85, my husband is 89, and we came
3 here to finish our days and be happy. But there's been
4 lots of problems in Castlecomb. And this is more or
5 less the straw that broke the camel's back, and I would
6 love you gentlemen and Kerr County to help our
7 residents, really help us get over this thing. And I
8 really rely on you and respect you to help us in this
9 terrible situation.

10 JUDGE POLLARD: Thank you.

11 MRS. RODDICK: Thank you.

12 COMMISSIONER MOSER: Thank you, Miss
13 Roddick.

14 JUDGE POLLARD: The next one I have is

15 **Mr. Clay Moorehead.** Your address is 101 Dover Drive?

16 MR. MOOREHEAD: It is.

17 JUDGE POLLARD: All right, thank you. Go
18 ahead.

19 MR. MOOREHEAD: Good morning, guys. Hey,
20 Tom.

21 MR. MOSER: Good morning.

22 MR. MOOREHEAD: I moved in Castlecomb in 101

23 Dover Drive in 2002. At the time the water, sewer and

24 garbage was 42.50 a month. Today it's a hundred and 35

25 dollars and does not include garbage. So garbage, I had

44

1 to go out and contract someone, which was 32 dollars a

2 month, so do the math. There's been a significant

3 increase. I've been listening to you guys all morning

4 address your budgets, and why something increased to 30

5 percent. Well, you need to do your math. What has this

6 guy done with the money, Corey Ables? His system has

7 failed.

8 In 2008 the Ables started without any kind

9 of permit or authorization, started adding three modular

10 homes that were off the deed restricted area and tapped

11 it into this community sewer system. As well as the

12 water now. The water's not my concern; the problem is

13 **the sewer system is already over taxed.** Well they did

14 that in 2008, and there were slapped with a fine. Well

15 now we've got two more homes behind us and it's my

16 understanding that they want to tap into that as well.

incorrect

*all that
legal &
accepted*

*No. See my
Response,
Nota bene, p. 3
Morehead repeatedly
makes this false
claim.*

Marchant - cont.

17 Something again that's already been over taxed.

18 So you got people from different sources

19 here that are -- whether it's legal or not or with a

20 permit or without, should not be allowed to tap into

21 this over taxed community sewer system.

22 My other concern is this guy can go down to

23 the courthouse here and change the deed restrictions at

24 will, and he revised them recently, or amended them

25 recently to where he can raise our rates again at any

45

1 time he wants to. So in order for us to even know when

2 they'll be changing these deed restrictions we have to

3 check them every week to see what he's done, **because he**

4 **doesn't even tell us oh, I made an amendment to the deed**

5 **restrictions. He doesn't ask any of us. He doesn't**

6 **inform us when he's done it.** He's managed to go in and

7 rewrite the deed restriction to where he's no longer

8 required to provide garbage, yet it's still a hundred

9 and 35 dollars. I don't think the guys got the

10 appropriate business structure and the permits to even

11 be doing business like this. We also happen to know

12 he's got a court case come up soon, because of the sewer

*false. defamation.
copies of new
DR's were sent
along with
explanatory letter*

Morehead.

13 system.

14 So with all that being said, we've already

15 gone to Court with the Ables, and it was ruled in our

16 favor. **It was our understanding the deed restrictions**

17 **were going to go back to the original.** Well, since then

18 this guys gone and changed them again. Well, we've had

19 a Judge's ruling on this, so where is the enforcement?

20 That's my question, what's the enforcement for this?

21 So with all that being said I know you guys

22 are in the process of doing some things, but just like

23 everybody that lives on the street is really concerned

24 about will our houses be condemned. Will we ever be

25 able to sell them again? Because right now we can't.

the original DRs
allowed mobile
homes. Does
Morehead want
this ?

46

1 They can't sell a house. There's people in the room

2 here that have tried to sell their house, and they

3 couldn't. So please do what you can. It's -- it's not

4 right what this guy's doing.

5 COMMISSIONER MOSER: Thanks. I've got some

6 comments. But I'm going to wait to hear what the other

7 people would like to say first.

8 JUDGE POLLARD: **Rick Phipps.**

9 COMMISSIONER BALDWIN: My favorite drummer.

10 MR. PHIPPS: Good morning, Judge. Good

11 morning, Commissioners.

12 JUDGE POLLARD: Good morning. And your

13 address is 100 Oxford Place, is that right?

14 MR. PHIPPS: Yes, 100 Oxford Place, where I

15 have lived there close to ten years. Kind of bring you

16 up to -- kind of add to what's been already said. The

17 two homes that just built, **he's already added the sewer**

false.

18 **system on to our over-taxed unit.** Already. There's got

19 to be some kind of regulation where he can't do that.

20 If you do the math there's 28 homes, and \$135.00 a

21 piece, he can certainly afford to fix the sewer system.

22 I spoke directly to the man who has been hired to

Ken Munson

23 maintain that system, informed me last week **that A he's**

24 **never been paid yet, B he was told** -- he advised Corey

false. defamatory.

25 Able who doesn't -- neither one of the two sons live in

1 the State of Texas, they live outside the State of

2 Texas. A warrant was issued for Corey Ables, and my

3 understanding was he was stopped in Fredericksburg and

4 taken to Court, and posted bail, and now he's got his

Phios

5 court case coming up here.

6 His father previously to that had something

7 ~~over 20 suits filed against him.~~ He moved to France.

8 And then the next thing we heard he was dead, and left

9 the sons to handle his affairs. And the old saying is a

10 crook doesn't fall far from the tree. And in this case

11 the gentleman taking care of the system said he was

12 hired to come out there and check it once a month;

13 however, he's been coming out there more often, because

14 there is a severe problem, two of the pumps no longer

15 work. He's having to maintain this system with two

16 pumps when it requires four. I asked him if one of the

17 other additional pumps fails or another one fails, he

= Munson

18 says you're done. **He said I advised him to buy two**

19 **pumps at my cost, which were 38 hundred dollars a piece.**

20 **He told me he was not going to do that. He was going to**

21 **go to Home Depot and buy a pump from there at 800**

22 **dollars.** So if he's refusing to do what he's been

23 instructed to do by TCEQ to fix this system, why is he

24 getting allowed to get away from this? And I understand

25 you guys really don't have the authority to go in there

?
what?
not true

false - defamatory
see emails - Munson
said he ordered
pumps but did
not do so.

1 and do something since TCEQ has got control of this, but
2 somewhere there has to be some kind of pressure put on
3 TCEQ or the Court system. This guy's polluting the
4 Guadalupe River. And my next step is to go to San
5 Antonio, go before the TV stations and get everybody
6 that I can get ahold of to make this available, because
7 down river they're getting polluted because our sewer
8 system is failing.

*totally false, as
acknowledged by
TCEQ, Kelly Crunk.*

9 We've tried to get organized. We don't have
10 a homeowner's association. And I've been advised by an
11 attorney to try to get as many people on it as possible.

*true. there's never been
one. Still isn't a
legal one.*

12 Well, some of those people are scared to do anything.
13 For a fear of getting their fees raised again, a hundred
14 and 35 dollars a month for water and sewer, that's a bit
15 much. And we have a lot retirees out there and this is
16 just getting out of control. Something needs to be
17 done. Gentlemen, thank you.

*same as he, Morehead
+ Weaver, now charge*

18 COMMISSIONER BALDWIN: I agree.

19 COMMISSIONER MOSER: Let me comment, if I
20 may. This has been a real stinky issue for sometime.

21 JUDGE POLLARD: No pun intended.

22 COMMISSIONER MOSER: Yes, there was. And
23 I'll step off into something, I don't want to play

24 lawyer here, but there's three issues here. Number 1
25 there's a civil issue, I think the homeowners have with

49

1 **the developer, Mr. Ables.** I think there's the criminal
2 issue which is I think there's a trial set for that, and
3 then there's an environmental issue. And as far as
4 environmental issue is concerned with this central
5 septic system, the County was it at one time, and I'll
6 ask Ray to speak, Ray Garcia. The County at one time
7 was in charge and had the permits holding the permit for
8 that septic system. It is now been in -- I know the
9 residents don't like this, but it's been given to TCEQ.
10 I'm here to say I don't think TCEQ is doing their job,
11 and I'll be very blunt with that. And I'm with Miss
12 Roddick, yeah. I mean they have to wake up every
13 morning concerning that somebody is going to shut this
14 system down and will have a port-a-potty in front of
15 their house, and that's unacceptable.
16 I went out there yesterday and walked around
17 myself just to see if there was any liquid on the
18 ground. There wasn't any. There wasn't -- I couldn't
19 detect any odor when I was there yesterday. There could

not the "developer"

20 be. But I'm sure that what Clay is saying is
21 probably -- Clay Moorehead is saying is probably
22 inadequate as far as pumps. But here's the real thing,
23 we're getting taxpayers in this State are getting ready
24 to spend 44 million dollars in Center Point to keep
25 sewage systems, septic systems from going in the

50

1 Guadalupe. We just spent six million -- three million.
2 excuse me, in Kerrville South doing the same thing. But
3 so UGRA samples the water out there every week, is that
4 correct, Ray?

5 MR. GARCIA: Yes, Sir.

6 COMMISSIONER MOSER: Every week they go out
7 there and sample the water. And they sample it in the
8 unnamed tributary, they sample it in Silver Creek and
9 they sample it in the Guadalupe River, as of -- based on
10 sampling tests results as of April the 26th, which was
11 last date the E.coli tests were available, E.coli
12 results were extremely high, and strongly indicated
13 contamination from untreated wastewater in the unnamed
14 tributary going into Silver Creek. There was water
15 flowing in that little tributary yesterday, which I

16 don't think was from seepage from the rains. I think it
17 was from the fields -- the drain field in that system,
18 so there is contamination. I don't care what TCEQ says
19 what they're doing and how they're enforcing it.
20 Apparently they're not. There's still contamination
21 going in that tributary, and I think it's -- I think we
22 need to put more pressure on TCEQ, and I think that Andy
23 Murr and his office are aware of this. But it's -- the
24 thing is it's just not happening. And we don't want to
25 push it so hard that all of a sudden the septic system

51

1 gets shut town, and there's port-a-potties in
2 everybody's driveway. But -- and I'm not sure what to
3 do except bring this to the public, and I've asked these
4 people to come here and take their time and express
5 their concern.

6 The County Attorney is certainly worked with
7 us in pursuing the criminal action. I think that's in
8 place. Ray Garcia and his people are out there every
9 week checking it. So you know, it's very -- right now I
10 guess it's marginally -- I'm not going to say it's
11 marginally okay, not when there's contamination like

12 that in the unnamed tributary, that's unacceptable.
13 So I've said in the past I think we've got
14 an emergency here. I don't think this is anything but
15 that, and when we had all that rain the other day
16 probably it was diluted enough so by the time it got
17 into the Guadalupe River, it was not measurable. And
18 that's good, but I'm a loss for what to do other than to
19 -- we have a person's name, Kelly Crunk is the person
20 that TCEQ is in charge, he says he's out there every
21 week. But you know it's like walking out there every
22 week like I did. I didn't do anything. I don't know if
23 Kelly does anything or not. But something needs to be
24 done. I don't know when the criminal trial is or what
25 can happen from that. But I'm sure that that can get

52

1 delayed for a very, very long time. So no action is
2 recommended on this agenda item, but I did want to bring
3 it to everybody's attention again.

4 JUDGE POLLARD: Miss Roddick, you have
5 another comment?

6 MRS. RODDICK: Yes. It's the 18th of July.

7 JUDGE POLLARD: Okay. Yes, Sir.

8 COMMISSIONER MOSER: Okay, thank you.

9 MR. PHIPPS: My house, I overlook the sewer

10 system, so you get this nice fragrance that comes

11 through, and last week when we had the excessive rains,

12 there was -- it was all over the top there, it wasn't

13 draining anywhere. And you could certainly smell it.

14 Now yes, yesterday, it was very nice. Nice to go out in

15 the backyard and sit down and enjoy the outdoors, but

16 not so much on a regular basis. I mean it comes and

17 goes. And it depends on when those pumps get turned on.

18 COMMISSIONER MOSER: So that's the only

19 thing I can see is -- thank you. Is just I'll continue

20 to put pressure on TCEQ the best I can. I don't know

21 if anybody else has got any suggestions.

22 JUDGE POLLARD: Mr. Moorehead, addressing

23 your issue about your restricted covenants. That's a

24 civil question, and the County doesn't have anything to

25 do with enforcing civil contracts, it's between you and

*contradicted by
Dianna Miller*

53

1 the developer as to the terms of the restrictive

2 covenants. Most -- in my experience most restricted

3 covenant agreements have a provision in there, if you're

4 going to modify them, that you gotta have approval of
5 such a particular percentage of the owners. If that
6 wasn't in the restricted covenants when you bought it,
7 and he's got a blank check on it, then that's a problem
8 that should have been noticed when you were buying the
9 property when the title commitment was issued at that
10 time. I'm sorry about that. But I'm going to refer you
11 to your lawyer. You said you've already been to Court
12 and you got a court ruling on it, and you wouldn't know
13 how to enforce that. Well you need to ask your lawyer
14 that, because if you have a judgment it can be
15 enforceable, and just depends on what the terms are, and
16 if there was an injunction in it then you need to
17 enforce that. You gotta go back to your lawyer and you
18 gotta enforce it as a civil contract. County can't do
19 that for you. All right. Anything you want to add to
20 that?

21 MRS. STEBBINS: No, Sir. Thank you.

22 JUDGE POLLARD: Okay. Anybody else have
23 anything?

24 COMMISSIONER BALDWIN: Judge, I would like
25 to add something to it. I worked for five years for a

1 State Representative, and anytime an issue like this
2 came up and I was called, I requested a letter to
3 request us to take action of some sort. And the State
4 Representative would get the letter and then write a
5 letter and forward the complaint to TCEQ, and within a
6 day or so we would be saluted. And not just a cute
7 little answer to a letter, we would be saluted. And
8 that is the -- that's the job of the State
9 Representative.

10 JUDGE POLLARD: Who is Andy Murr.

11 COMMISSIONER BALDWIN: It is Andy Murr. And
12 he's a super guy.

13 JUDGE POLLARD: He is.

14 COMMISSIONER BALDWIN: I'll just bet you
15 four dollars that this thing hasn't received, that it
16 hasn't gotten to him yet or he would have taken action.
17 But you need to write a -- you need to write a letter,
18 somebody needs to write a letter to him in regards to
19 TCEQ because they --

20 JUDGE POLLARD: It needs to be those people.
21 too.

22 COMMISSIONER BALDWIN: Well, I don't know.

|| urging the involvement
of Rep. Andrew
Murr.

23 whoever he represents.

24 COMMISSIONER MOSER: Good suggestion. Andy's
25 office knows about it. They're kept up to date.

55

1 COMMISSIONER BALDWIN: You get it to Andy
2 in an official letter, and he can -- he can take a > ?
3 couple swings at them, and they will respect him.

4 COMMISSIONER MOSER: Good suggestion, we'll
5 do that. Good thinking.

6 COMMISSIONER BALDWIN: That's all I have to
7 say about that.

8 JUDGE POLLARD: All right. Is there
9 anything else about this particular subject matter? I
10 don't think there's any action on it?

11 COMMISSIONER MOSER: No. No action on it.

12 JUDGE POLLARD: All right. Let's call about
13 a ten minute recess, yeah it's now three minutes after
14 ten and we'll resume at 10:13.

15 COMMISSIONER BALDWIN: Did I tell you that
16 Rick's my favorite drummer.

17 JUDGE POLLARD: Yeah, you did.

18 (Break.)

19 JUDGE POLLARD: All right, the break is over
20 and we're back in session in Commissioners' Court. The
21 next item on the agenda is 1.12 consider, discuss and
22 take appropriate action to ratify and confirm the
23 Environmental Review records for Texas Community
24 Development Block Grant Number 7215045 for the Center
25 Point/East Kerr County Wastewater Project.

EXHIBIT E

CITY OF KERRVILLE POLITICS, SPENDING AND REFUSAL TO DECERTIFY

Septic woes mulled

Town Hall meeting
held for residents of
Castlecomb area

By BONNIE ARNOLD
Staff Writer

Residents of the Castlecomb subdivision outside of Kerrville, off Peterson Farm Road, took part in a multi-agency town hall meeting Sept 26 to discuss their failing septic system.

The subdivision, with 28 homes, operates on a "cluster system," a sewage collection, treatment and disposal system designed to serve two or more sewage-generating units on separate legal tracts where the total combined flow does not exceed 5,000 gallons per day.

These systems are not allowed now, but Castlecomb's was permitted in April 1987 and operating sufficiently according to the rules in place before September 1989, so it was "grandfathered" as long as it was not causing a nuisance, according to County Commissioner Tom Moser.

In July 2015, the county received complaints of "surfacing effluent (sewage on the ground), system pump failure and various issues with tank and system components," according to Moser. Notices of vio-



Photo by Bonnie Arnold

JOEL ANDERSON, a Texas Commission on Environmental Quality staff member from the San Antonio office, was among officials taking questions from residents of the Castlecomb subdivision at a Kerrville meeting, and reporting on repair progress.

lation and citations to the owner started, especially when the effluent on the surface was reported discharging into an unnamed tributary of Silver Creek which empties into the Guadalupe River.

By January and February 2016, after no compliance or abatement by owner/trustee Corey Abel, Kerr County sent the case to the Texas Commission on Environmental Quality in Austin. Moser's timeline

says there still was no compliance or abatement by June 2016, and after discussions with State Rep. Andrew Murr, TCEQ began paying a contractor to pump the system and haul away the sewage repeatedly as an emergency action.

On Sept. 26, representatives of all involved joined with a majority of Castlecomb's residents to discuss

See SEPTIC, Page 14A

* The aim is
City service—
they just don't want
to pay. Morehead (2005 depos)
says his aim is City
service + annexation.

Murr — involved w/TCEQ.
for unnecessary pumping.
Work took just days once
County got pushed aside
(and Joe Stewart fired).

gort.
interference
"don't
pay"

Hill Country Com

Septic

CONTINUED FROM PAGE 5A

what comes next. Moser said, "It's a mess financially and legally, and there are no perfect answers now."

He also said between the residents and the government entities, "there's no quarterback on this team."

Attending the local meeting were Murr, Kerrville Mayor Bonnie White, City Manager Todd Parton and other city staff; Joel Anderson and two other TCEQ staff from San Antonio and Austin; and Joe M. Davis representing owner/trustee Cory Abel. (Davis, from a San Antonio law firm, said he was new in this discussion and could mainly take questions to research for answers.)

Murr told the residents communication among themselves is vitally important, to discuss options and weigh in on their preferences. "It would be ideal if the residents can coalesce and provide some leadership," he told them.

Moser told the crowd the immediate problem is, this system isn't working properly, and near-term, some fixes are necessary now. Step one is to keep pollution off the ground and out of the river. Step two could be bringing the system into compliance somehow, to last up to two years, because step three could be tying it into the City of Kerrville wastewater system. But that's a lengthy process.

"There are funding sources, perhaps the Texas Water Development Board, but there are no pots of gold

from anywhere on this," Moser said.

Anderson said TCEQ deals in compliance and enforcement, and can inspect, regulate and permit systems. "At Castlecomb, it's on emergency status. We took immediate action because, first, effluent was in an intermittent creek. We've visited more than 35 times to pump and haul now."

Anderson said trustee Corey Abel was recently referred to the Attorney General to make necessary repairs.

One man's response was, "So should we start paying you our monthly (utility) fee?" and everyone laughed.

His more serious question was, what if it doesn't improve? Anderson said TCEQ hopes to give the city and county time to find a solution, and the best one would be getting Castlecomb on the city system.

TCEQ has the authority to assign this system to a new owner or refer to the Attorney General under "receivership," but a willing buyer would have to agree to operate and possibly buy the system.

Residents said their utility fees have more than doubled while garbage collection fees previously included are now each homeowner's responsibility. TCEQ pointed them toward the Public Utility Commission, Austin, on that one. Dead rest. Yep.

Residents also insisted their deeds say if a homeowners' association is formed, that new group becomes responsible for all the utility operations, sewage system included.

Moser acknowledged a lot of

* dead restoration fees
(not utility) - they
laughed. Pretty
irresponsible

* deed restriction fees
no money, no work is possible.

govt./resident
cooperation

Community Journal

Wednesday, October 5, 2016

sues in this, but added they need to talk about long-term solutions.

City information

Parton said city staff knows there's a 12-inch water line along Peterson Farm Road and a sewage lift station at Highway 27, with enough potable water and fire flow.

But total estimated costs for off-site and on-site improvements for Castlecomb are \$1.1 million - about \$200,000 for water and about \$900,000 for wastewater - or about \$30,000 per home to include design, engineering and construction.

Parton said usually the owner pays, or a third party; and annexation into the city including taxes and zoning would be required. He said one factor is, there are no public rights-of-way in the subdivision now. Water and sewer mains would be the city's responsibility and meters to homes, the homeowners'.

Moser again recommended a spokesman be found to communicate with Abel and the trust. A resident said they tried that and were told it's none of their business.

Moser suggested again a focal point, and residents said loudly that Abel has all their addresses and sends bills. Moser said when Davis looks for answers to their questions, as trust representative, he needs someone to call; and Murr suggested a committee of three or five residents.

Asked if residents want to seek a new owner, one resident said they talked to the PUC three times and the PUC thinks they are served by City of Kerrville now, despite what residents told them. Residents said if Abel refuses to fix the problem, the next step would be, as one said,

"Here's your !@*#!"

By the end of the meeting, residents agreed to stay long enough to discuss internal leadership. Moser said of the entities there, they could contact him for the county, Anderson for TCEQ, Assistant City Manager E.A. Hoppe, and Kellie Early in Murr's office here.

TCEQ information

Texas Health and Safety Code Chapter 366, authorizes the TCEQ to designate a local governmental entity as an authorized agent for the implementation and enforcement of TCEQ onsite sewage facility rules in its area of jurisdiction, said TCEQ spokesperson Andrea Morrow last week.

Kerr County assumed regulatory responsibility by a court order in 2012 for OSSFs within Kerr County, including the Castlecomb OSSF and its active permit. This authorized Kerr County to regulate and initiate enforcement.

On Jan. 26, 2016, the TCEQ San Antonio Region received initial notification of issues with Castlecomb's OSSF from Abby Chavez, Assistant Kerr County Attorney. On Jan. 27, a TCEQ investigator met with Chavez, and Ashli Badgers and Tish Hulett, Kerr County Environmental Health Department investigators.

On Feb. 10, Chavez referred the Castlecomb Trust to TCEQ, but given the basis of the referral did not trigger an environmental violation, as a valid permit was active, the TCEQ instead started work at Castlecomb to stop the unauthorized discharge of wastewater.

This unauthorized discharge created a public health and safety haz-

ard that triggered an emergency response by TCEQ to stop the discharge and repair the system, so it could return to permitted operation.

TCEQ is pursuing enforcement against the owner/operator of the Castlecomb OSSF for unauthorized discharge of wastewater.

Legal action

On June 3, 2016, TCEQ referred the case to the Office of the Attorney General and requested the OAG represent TCEQ in a legal action "to seek injunctive relief and civil penalties related to the unauthorized discharge of wastewater from the Castlecomb OSSF system."

On Sept. 19, the OAG filed the "Original Petition and Application for Temporary Injunction" against Corey Abel, Trustee, in the Travis County 250th District Court. The case is No. D-1-GN-16-004648. The defendant has been served, and there are no hearing dates at this time, Morrow said.

At the Kerrville meeting, Anderson said TCEQ spent about \$100,000 to date on pumping and hauling, what he called a "tourniquet" and Murr called "duct tape;" and ordered pumps and wiring to repair some of the working parts.

On Sept. 28, TCEQ contractors replaced all four pumps in the septic system, and on Sept. 29 TCEQ contractors installed a new control panel and replaced all the electrical wiring.

The system is in operation, and TCEQ contractors were testing the septic system to ensure it is working properly within its permit conditions, Morrow said.

From: **Castlecomb** castlecomb@gmail.com
Subject: **Re: Fact Sheet**
Date: **August 11, 2017 at 10:52**
To: **Castlecomb** castlecomb@gmail.com
Cc: **Ima Kryzer** bkryzer@yahoo.com, c6h12o6@mindless.com, **shannon Kelly** Shannon G Kelly13@gmail.com, **Clay Morehead** clay.morehead@kegtlhc.com, **Al Francis** bigalishnute@yahoo.com, **Jason soth** jasonsoth@yahoo.com, **Kimberly M. Lopez** kmal_2002@hotmail.com, **Brittany Weaver** brittweaver25@yahoo.com, **diamond kids** muziceve@gmail.com, staceyellis1968@yahoo.com, **ellenlynch** ellenlynch@windstream.net, dcowden@satx.rr.com, **JOYCE & ERNIE** jycenernie@windstream.net, **Jane Ragsdale** jane@hofcamp.com, paigemasseycorp@yahoo.com, **Adriana Herrera** a.herrera0343@gmail.com, bdavis002@stx.rr.com, **Stella Herrera** sherreia53@yahoo.com, **Joe Kelly** joe.kelly@suddenlink.net, andrew.murphy@house.texas.gov, **sharla scott** xxsharlaxx@hotmail.com, **Betty Church** brownlow47@yahoo.com, harder@kdc.com, **Dianna Miller** dmmiller171@gmail.com

Follow up:

I noticed a small error after I sent. The City's obligation to issue cease and desist is 180 days from their becoming aware of another provider, not upon acquisition of CCN. In any case, the City has been continuously aware of Castlecomb's existence for the last 31 years, has never objected to its operations, and never attempted to annex or take over. Our Lady of the Hills, the airport, Comanche Trace, the industrial park -- all annexed. Castlecomb, no way.

I also forgot to add Main Street expenditures of approximately \$1.7M, but any more examples like that would just be beating a dead horse. I am sure y'all who live and work in the area are aware of even more such outlays than I am.

Corey Abel
Trustee

On Aug 11, 2017, at 10:28, Castlecomb <castlecomb@gmail.com> wrote:

Some items to consider

City of Kerrville estimate to annex and provide services to Castlecomb
\$1.2M (cheaper options are available which the city apparently will not consider)

Athletic center \$11M, plus \$1M to bring utilities to the site

Louise Hayes park and Trails \$4.8M

Sewage reservoir and reuse project \$10.4M In December 2016, estimated cost jumps to \$23.5M

Retail center at E 10 and Hwy 16 \$8M in tax incentives being negotiated

Convention and Visitors Bureau proposed marketing budget \$965K (with claims of returns from "tourism impact" of several millions)

James Avery expansion, local government incentives \$1.6M; plus \$1.2M from sales tax earmarks through Kerrville Economic Improvement Corp

New City Hall \$3M

South Kerrville Wastewater project \$10M plus

East Kerr Wastewater Project \$50M plus

Now let's look at Castlecomb's place in the pecking order for public support

Amount of money spent at Castlecomb for provision of utilities or other services by City, County, or State funding agencies ZERO (The CCN did spend funds to do emergency repairs in 2016, but not to build a new system or connect to centralized system)

County Road and Bridge expenditures for Splitrock Road, Kensington, Cardiff, and Dover (all County Roads) to my knowledge, ZERO (Splitrock, behind the subdivision parallel to Kensington, is basically abandoned and impassable. While "back to nature" is pretty and supports wildlife, this condition blocks access for emergency vehicles including firefighters)

Number of gallons of drinking water provided by the City to Castlecomb ZERO (The City holds a CCN for the area and has a legal obligation to supply service, the City never issued a cease and desist order to Castlecomb within 180 days of its acquisition of a CCN, as legally required)

Number of gallons of Wastewater treated by the City, ZERO

Location of City's water lines: Peterson Farm Road a few yards away from Castlecomb's lines

Location of City's sewer lines: 1225' via direct path to Hwy 27, with easement long ago provided along property lines to facilitate future hook-up

Number of times any City employee or County Commissioner has contacted me to discuss infrastructure needs, or getting Castlecomb transitioned to City service or other new system in an orderly manner: ZERO

We all might consider acting together as a community to demand the City fulfill its responsibility, fulfill what it declares on its website as one of its highest missions. I have been told that if 100% of residents in a community demand it, the City may be obliged to provide service.

Just things to consider

Yours Sincerely,

Corey Abel

From: **Kilroy, Taylor** <Taylor.Kilroy@puc.texas.gov>
Subject: **RE: Decertification of Castlecomb Area**
Date: **August 8, 2017 at 15:04**
To: **Castlecomb** <castlecomb@gmail.com>

Mr. Abel-

As this is a contested case, I cannot provide you with legal advice. That said, I strongly recommend that you review both Texas Water Code § 13.4151 as well as the PUC's Procedural Rules, particularly 16 Tex. Administrative Code § 22.246, which is attached. They each discuss the administrative penalty process. We also have a copy of selected statutes from the Texas Water Code, as well as a full set of our substantive and procedural rules on our website at <http://www.puc.texas.gov/agency/rulesnlaws/>

Cheers,

Taylor Kilroy
Attorney – Oversight & Enforcement Division
Public Utility Commission of Texas
T 512.936.7127
F 512.936.7328
taylor.kilroy@puc.texas.gov

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Tuesday, August 08, 2017 3:02 PM
To: Kilroy, Taylor <Taylor.Kilroy@puc.texas.gov>
Subject: Fwd: Decertification of Castlecomb Area

WARNING: EXTERNAL SENDER. Always be cautious when clicking links or opening attachments. NEVER provide your user ID or password.

Dear Mr./Ms. Kilroy,

I have just received the PUC's notice of violation dated July 20, 2017, concerning Castlecomb subdivision. Your name was given as a contact in relation to this matter.

I will be submitting a detailed response in the next week.

Among the inaccuracies in the notice is the claim that Castlecomb has done nothing to apply for a CCN. In fact, Castlecomb has been in contact with PUC staff about the process, is building water and sewer tariffs and waiting on final budgetary estimates to arrive, and has also contacted the City of Kerrville as to decertification since the Castlecomb subdivision lies well with the City of Kerrville's CCN.

I must apologize that I followed attorney Susana Canseco's advice last year to ignore the matter. A copy of her disastrously bad advice given by email (and also phone) will be provided as part of my reply.

As the below exchange shows, the City of Kerrville will not agree to decertify the Castlecomb area.

This means I, or the State of Texas, may have to sue them in order to allow me to carry through with the PUC's demands.

There are several other issues raised in the notice I violation that will be addressed in short order. Not least of which is the faulty assertion that Castlecomb Trust has profited from operations of this system in accordance with the deed restrictions in the neighborhood. PUC has no factual basis for this claim. In fact, Castlecomb has suffered over \$40,000 in losses in the last ten years, and no profit has accrued to Castlecomb Trust, nor any salary to its Trustee.

Please consider what actions I should take in light of the City of Kerrville's refusal to decertify, and be assured that a full reply to the notice I violation is forthcoming.

Sincerely,

Corey Abel
Trustee
Castlecomb Trust

Begin forwarded message:

From: Castlecomb <castlecomb@gmail.com>

Date: August 8, 2017 at 13:45:14 MDT

To: Stuart Barron <stuart.barron@kerrvilletx.gov>

Cc: Scott Loveland <scott.loveland@kerrvilletx.gov>, EA Hoppe
<EA.Hoppe@kerrvilletx.gov>

Subject: Re: Decertification of Castlecomb Area

Dear Mr. Barron,

Does the City have plans to annex the Castlecomb area? If so, when?

If the City refuses to annex or otherwise provide service, AND refuses to decertify its CCN, what choice is left for the homeowners in two affected subdivisions (Castlecomb and Kensington), and how should water and septic service be provided? The City's blocking of the CCN decertification means that no private utility company could take over, isn't that so?

Regards,

Corey Abel
Trustee

On Aug 4, 2017, at 13:39, Stuart Barron
<stuart.barron@kerrvilletx.gov> wrote:

Dear Mr. Abel,

The City evaluates a lot of different parameters then determining if we can service an area. The most important is the proximity to our existing water system. Your property is adjacent to our water main therefore we not willing to decertify the area.

If you would like to receive water service from the City we can discuss that. There are many different options depending on that you are proposing.

Stuart Barron
Director of Public Works
City of Kerrville

-----Original Message-----

From: Castlecomb [<mailto:castlecomb@gmail.com>]
Sent: Friday, August 04, 2017 1:06 PM
To: Stuart Barron
Cc: Scott Loveland; EA Hoppe
Subject: Re: Decertification of Castlecomb Area

Dear Mr. Barron,

If a non-profit, HOA controlled entity applied for decertification, would the City's response be the same? Is the City refusing to provide service to an area well within its CCN?

Corey Abel
Trustee

On Aug 2, 2017, at 15:34, Stuart Barron
<stuart.barron@kerrvilletx.gov> wrote:

Mr. Abel

Thank you for contacting the City of Kerrville. We have reviewed your request. Due to the adjacent nature of Castlecomb to our city limits and our water system the City is not willing to decertify the area. If you would like to become a City of Kerrville water customer please let me know. I will set up a meeting and we can discuss the options.

Stuart Barron
Director of Public Works
City of Kerrville

-----Original Message-----

From: Castlecomb [<mailto:castlecomb@gmail.com>]
Sent: Thursday, July 27, 2017 12:25 PM
To: Stuart Barron
Cc: Scott Loveland
Subject: Re: Decertification of Castlecomb Area

Dear Mr. Barron,

I would like to speak with you on the City of Kerrville's willingness or unwillingness to decertify the Castlecomb and surrounding area. In addition to the note below, I left a phone message day before yesterday. Please let me know when a good time to call would be. Alternatively you may wish to have your office reach out to me at 303-394-3026.

Thank you for your time.

Sincerely,

Corey Abel

On Jul 21, 2017, at 13:55, Castlecomb
<castlecomb@gmail.com> wrote:

Dear Mr. Barron,

I am interested in speaking with you about the City of Kerrville's stance toward decertifying its CCN in the Castlecomb and adjacent area, between the Lady of the Hills School and Schreiner field, an area never served by city services, even though it is within the City of Kerrville's CCN area.

Since it is Friday and I am sure you are busy finishing up your week, could you let me know a time early next week when I might call to discuss this with you?

Thank you.

Sincerely,

Corey Abel
Trustee
Castlecomb Trust

Sent from my iPhone

DISCLAIMER: This email (plus any attachments) is a public record of the City of Kerrville and is subject to public disclosure under the Texas Public Information Act. This email is also subject to the State Retention Schedule.

DISCLAIMER: This email (plus any attachments) is a public record of the City of Kerrville and is subject to public disclosure under the Texas

Public Information Act. This email is also subject to the State Retention Schedule.



13.4151.pdf



22.246.pdf

EXHIBIT F

**EVIDENCE THAT COMPLAINANT, CLAY MOREHEAD, AND OTHER
COMPLAINANTS AND RESIDENTS HAVE LONG ACCEPTED DEED
RESTRICTIONS AS THE BASIS OF THEIR FEES**

**ALSO. PUC's ACCEPTANCE OF THE NECESSITY OF DEED RESTRICTION FEES
TO BE PAID, AND ADVICE TO BRUCE KRYZER AND BARRET GUZARDO TO
PAY DEED RESTRICTIONS**

From: **Clay Morehead** claymorehead@windstream.net
Subject: **March Bill**
Date: **March 8, 2011 at 18:02**
To: **castleromb@gmail.com**

I'm confused. Why would I get a bill for \$ 130.00? Its \$75.00 per month and I wrote the check on 2/16/11. I'm sure it is in your possession at this moment.

I understand late payments BUT don't you get at least a 10 day grace that I know I was in?

So now you send me this unreasonable bill and cut off garbage pickup?

This is truly the classic Bully tactic ever.

I would like an explanation and an apology for this ridiculous action on your behalf.

Clay Morehead
101 Dover Drive
Kerrville, Texas

/ more
personal
attacks
but still accepts
deed restriction
fees.

From: **Castlecomb** castlecomb@ymail.com
Subject: **Re: March Bill**
Date: **March 18, 2011 at 11:05**
To: **Clay Morehead** claymorehead@windstream.net

Clay,

As we discussed by phone, the new fee effective March 1 is \$130 per month. I FedExed the letter you did not receive before, so you should have that by now.

- Yesterday I deposited your March payment of \$75, so you should see that clear the bank very soon. Due to the new fee, however, this is \$55 short. Do you want to send another check in the next 5-10 days and have it go in this month, or have the \$55 applied to next month, for a total of $130 + 55 = 185$? If we don't receive the rest of the payment, that is what will happen anyway, so you don't need to take any action. However, if you'd like to bring March current right away, I typically pick up the checks of late payers (which you are usually not) around the 25th and deposit soon after.

Corey Abel
Castlecomb Trust

On Mar 8, 2011, at 6:02 PM, Clay Morehead wrote.

| Why would I get a bill for \$ 130.00? Its \$75.00 per month and I wrote the check on 2/16/11.

From: **Rachael Maxson** muziceve@gmail.com
Subject: **Re: new homeowner**
Date: **May 29, 2013 at 07:45**
To: **Castlecomb** castlecomb@gmail.com

< Sounds good. Have a safe trip. >

no objection to deed restriction fees

On Wed, May 29, 2013 at 7:15 AM, Castlecomb <castlecomb@gmail.com> wrote:
Rachel,

I'm headed out of town for a conference this weekend, but will pick up both threads when I return.

Until then,

Corey Abel
Trustee

On May 28, 2013, at 7:50 AM, rachael maxson wrote:

Good morning Mr. Abel,

I checked with USDA about this matter early on before purchasing the home and no one at the USDA office had any idea the amount of the HOA fee. I also spoke with Mr. Persyn, the realtor, he did not have any info. I asked the title company and they too did not have the cost. I was given deed restrictions and a copy of the most recent survey but nothing included estimated costs for this fee. I met a few neighbors at a garage sale, and two in passing prior to purchasing the home, there was conversation at the garage sale and that is where I asked about the fees. Everyone else had larger homes and the man who explained the criteria was fairly new to the neighborhood as well and I guess he had information about it. I have not seen or spoken with them since. I apologize, I do not remember any names. Perhaps, in time I will get a warmer welcome but few people are as friendly as I am so I do not set high expectations regarding warm welcomes or cookies lol. There were complaints made about the tensions between Homeowners and the HOA but I am not one to draw conclusions based on others experiences or interpretations of another person or their actions. So as far as I am concerned there is a clean slate and I don't desire any conflict with anyone.

I was curious if this is a resident-active HAO with the ability to meet periodically and plan gatherings or things of that nature? My guess is it is not, that will be one thing I miss from my previous neighborhood in Austin. Anyway, if you have some additional documentation of the HOA information I would appreciate a copy of it.

Kind regards,

Rachael

On Fri, May 24, 2013 at 9:59 PM, Castlecomb <castlecomb@gmail.com> wrote:

Dear Rachel,

The maintenance fees are based on the cost of providing several services - water, sewer, trash, and other maintenance averaged to account for all the homes in Castlecomb. The fees have never been based on a square foot calculation, so I can't imagine who in the neighborhood would have told you that. The fees are uniform for every house, regardless of size. And at present, as I stated, the fee is \$130 monthly. I have even dealt with several realtors and title companies in Kerrville over the past several years. New owners need to know the fees, and in a few cases old owners have been in arrears that were collected at closings. So even the title companies and at least a subset of realtors have this information. Moreover, your home was previously held by the USDA, and they have been sending checks for \$130 per month.

Would you mind letting me know exactly who reported to you that there was a square foot calculation and a lesser charge for smaller homes? I would like to send that person (or those persons) a note to clarify the matter. It certainly does not help your transition into the neighborhood to have erroneous opinions floating around when you should be greeted warmly and sent over some cookies.

I am sorry if this comes as a shock, given the misinformation you were told, but the fees have been \$130 per month, for everyone, for over two years.

Very Best

Corey Abel
Trustee

On May 24, 2013, at 3:14 PM, rachael maxson wrote:

approximately misspelled (Since we were discussing misspelled words, I have come to find I rely on autocorrect and spell check entirely too much.)

On Fri, May 24, 2013 at 4:09 PM, rachael maxson <muziceve@gmail.com> wrote:

Thank you for your welcome and yes, my family will occupy the home. It is nice to have the fee due on the 15th and I will look into the auto-pay. I have done research regarding the fees in our community and I was informed by several neighbors one of which is a fairly new resident that there is a criteria for determining the fee amount.

I was told that there is a criteria based on the square footage of the home and was given the amount of \$90.00 (ninety dollars) if the home is less than 2,000 square feet. I am sure you can imagine my concern with being given a different amount in your last email. Many of the homes are much larger than mine so it would be reasonable that you may have thought mine was larger and thus provided a higher amount on the HOA fee. My home is approximately 1,100 sq. ft. Please let me know the adjusted amount. I apologize for not providing the square footage in my last email.

My name is often misspelled as well, which is surprising to say the least. :)

Thank you,

Rachael Maxson

On Fri, May 24, 2013 at 2:23 PM, Castlecomb <castlecomb@gmail.com> wrote:

Hello Ms. Maxson,

Thank you for your note, and welcome to Castlecomb. Maintenance fees are monthly, and the current amount is \$130 per month. This is due on the 15th of each month. As a convenience, we send invoices, so you will be receiving one in the first week of June. If you like, you can set up an auto-pay through your bank, to have a check sent automatically. We have a few people who do that. Please mail your check, or have it sent, to the following address:

Castlecomb Trust

3700 Quebec St., Unit 100-168

Denver, CO 80207-1639

One thing I need to know is if—as I assume—you will be an owner-occupier and receive the invoice at 117 Cardiff. If not, I need to know an address to send it.

Very best,

Corey Abel
Trustee

P.S. The name is Abel, not Ables, no need to apologize. There was (and still is?) a family in town for many years named Ables, and people perpetually used to confuse us. Growing up, people were so certain we were related, I even had people try to correct me a couple of times when I spelled my own name!

On May 24, 2013, at 12:02 PM, rachael maxson wrote:

everything -

I recently closed on the home at 117 Caniff St. Knoxville TN. I was told to contact Mr. Mike (aka) I had received that is how correct. I spoke with a few neighbors who said I would need to contact you regarding the HOA fee. I will be moving in over the next week. Let me know what else you need from me.

Thank you

Rachael Mayson

From: **Clay Morehead** <clay.morehead@keg1llc.com>
Subject: RE: You have an invoice from Castlecomb due on 07/01/15
Date: June 29, 2016 at 20:22
To: **Castlecomb** <castlecomb@gmail.com>

You are a disgrace of a human being!!!
You lie and take money from my account without authorization!
Now you have caused me fees and bad credit!!!!

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139



*violent personal
attack
still accepts deed
restriction fees*

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Tuesday, June 28, 2016 10:52 AM
To: Clay Morehead <clay.morehead@keg1llc.com>; Rick Phipps <rphipps@earthlink.net>; Chris Lee <c.lee5806@icloud.com>; staceyellis68@outlook.com; goldstarsafety1@gmail.com; Tom Moser <tmoser@co.kerr.tx.us>
Subject: Re: You have an invoice from Castlecomb due on 07/01/15

Dear Mr. Morehead, et. al.,

I just received a note from bill.com less than an hour ago that there has been an error on the July invoices. I do not yet know why, but am getting in touch with them.

I can assure you that I have not changed anything; rather, this appears to be a computer error on the part of the accounting service, and I am already working to resolve it.

I ask for your patience and understanding. The due date has not been changed.

Corey Abel
Trustee

On Jun 28, 2016, at 9:25 AM, Clay Morehead <clay.morehead@keg1llc.com> wrote:

Mr. Abel,
I noticed you have circumvented the arrangements on due dates with the electronic

payment plan.

We agreed to the 15th as the due date.

You did not even offer notification of change.

Why 6/29/16? I just paid you on 6/14/16. My next payment should be due on 7/15/16!

If you look at history they were all due in the middle of the month.

This is very unethical and very poor business practices. It is borderline criminal.

If I do not get a reasonable explanation in the near future I will cease electronic payments because I cannot trust you!

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139
<image001.jpg>

From: Corey Abel [<mailto:invoice@hq.bill.com>]

Sent: Tuesday, June 28, 2016 8:46 AM

To: Clay Morehead <clay.morehead@keg1llc.com>

Subject: You have an invoice from Castlecomb due on 07/01/15

<image003.png>

Hi Clay,

To pay your invoice online and view your account history, log in below:

[https://app.bill.com/p/castlecomb?](https://app.bill.com/p/castlecomb?email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757)

[email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757](https://app.bill.com/p/castlecomb?email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757)

Please remit payment at your earliest convenience.

Thank you for your business,
Castlecomb

Invoice Summary:

Invoice #: 2952

Amount Due: \$135.00

Due Date: 07/01/15

A PDF version of this invoice is also attached for your records.

From: **Clay Morehead** <clay.morehead@kegllc.com>
Subject: RE: You have an invoice from Castlecomb due on 09/15/14
Date: September 10, 2014 at 08:14
To: Castlecomb <castlecomb@gmail.com>

Please remember to remove Tandra from the invoice.
Thanks

*still accepts deed
restoration fees*

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139



From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Wednesday, September 10, 2014 9:13 AM
To: Clay Morehead
Subject: Re: You have an invoice from Castlecomb due on 09/15/14

Clay,

Sorry to hear you had difficulty. There is a support page that may offer some guidance, and if you can tell me any specific error messages during the set up process, that would help. I will contact bill.com to see if they can tell what the problem is.

While getting you set up as you wish online is our goal, payments sent to the Beaverton, OR address will be processed fairly quickly.

Corey Abel
Trustee

Sent from my iPhone

On Sep 9, 2014, at 7:27 PM, Clay Morehead <clay.morehead@kegllc.com> wrote:

The site would not let me set up.

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139

From: **Clay Morehead** <clay.morehead@keg1llc.com>
Subject: RE: You have an invoice from Castlecomb due on 11/15/14
Date: October 30, 2014 at 14:38
To: **Castlecomb** <castlecomb@gmail.com>

Ok but what about October?
Do you want me to mail you a check?

*still accepts deed restriction
fees*

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139



From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Thursday, October 30, 2014 10:57 AM
To: Clay Morehead
Subject: Re: You have an invoice from Castlecomb due on 11/15/14

Clay,

This is the November invoice. It went out a bit earlier than usual. I think the draw should still work. Let's see if there is any problem once we are into November.

Best,

Corey

Sent from my iPhone

On Oct 30, 2014, at 7:40 AM, Clay Morehead <clay.morehead@keg1llc.com> wrote:

Cory,
I still show no debit\draw from my account for this.
It worked last month.
Please advise.

Clay Morehead
Key Accounts Manager

KEG 1 O'Neal, LLC
2595 W US Hwy 290
Fredericksburg, Tx 78624
Cell – (830) 370-1059
Fax – (830) 307-3139

<image003.jpg>

From: Corey Abel [<mailto:invoice@hq.bill.com>]
Sent: Tuesday, October 28, 2014 5:25 PM
To: Clay Morehead
Subject: You have an invoice from Castlecomb due on 11/15/14

<image002.png>

Hi Clay,

To pay your invoice online and view your account history, log in below:

[https://app.bill.com/p/castlecomb?](https://app.bill.com/p/castlecomb?email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757)

[email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757](https://app.bill.com/p/castlecomb?email=clay.morehead%40keg1llc.com&id=0cu01CTAGUGFLAY4d757)

Please remit payment at your earliest convenience.

Thank you for your business,
Castlecomb

Invoice Summary:

Invoice #: 2452

Amount Due: \$110.00

Due Date: 11/15/14

A PDF version of this invoice is also attached for your records.

Please do not respond to this email. This e-mail was sent from a notification-only e-mail address.

[Bill.com](http://bill.com)



From: **Stella Herrera** sherrera53@yahoo.com
Subject: **Re: your assistance needed**
Date: **March 14, 2016 at 19:48**
To: **Corey Abel** csabel@mac.com

yes,,, that should not be a problem .. previous company you hired to work on the system did the same thing ,

Sent from my iPhone

On Mar 14, 2016, at 5:39 PM, Corey Abel <csabel@mac.com> wrote:

Dear Stella,

I am going to ask a favor, and I hope you can help. We are having work done on the septic tanks, and need a water source. Your house is the nearest source, so I will give your contact info to our licensed maintenance provider. You can expect a call from him in the next day or so.

Thanks,

Corey Abel
Trustee

acknowledges work being
done, present + past,
and has no problem
with deed restriction
fees.

From: Rachael Maxson muziceve@gmail.com
Subject: Re: 2015 statement Castlecumb; request for full payemnt
Date: May 19, 2016 at 11:11
To: Castlecumb castlecumb@gmail.com

accepts deed restoration fees

Hi Corey, I have set my account on autopay for future payments. I paid May fee and October 2015 fee. June payment should be set for autopay and I will be getting my financial aid at the end of august and should be able to pay off the past due fee's. Thank you for working with me. I will make additional payments during summer as I am able to do so. Thanks again.

Rachael Maxson

On Wed, Apr 27, 2016 at 2:43 PM, Castlecumb <castlecumb@gmail.com> wrote:
Dear Rachel,

Because you have been responsive and have made efforts in the past to respond and get your account current, I do not see the need to take this to collections at this time. I do ask that as a first step, you make sure that the regular monthly payments get going again. That would be a big step, and keep you from falling further behind.

I will send a letter out tomorrow with a detailed statement showing all payments. What I show for 2016 is one payment for \$125 (January) that was made in March. Getting caught up on 2016 would be a valuable next step, then we can work on the older past due balance. And of course, if you see anything in the statement that you believe is an error, we can certainly examine it.

I wish you luck in searching for a new job, and am sorry to hear of your difficulties.

Best Regards,

Corey Abel
Trustee

On Apr 27, 2016, at 6:21 AM, Rachael Maxson <muziceve@gmail.com> wrote

I haven't missed all the payments this year I have gone through all my statements and recovered a couple of receipts from money orders. I do have a past due amount but I just lost my job so I won't be able to do much until I get into school or another job. I definitely can't pull 1200 out of the air. I understand your position but I don't know what else to do right now. I am trying to get some help but when I tell people my water bill maintenance fee is 135 a month churches and agencies don't believe it so they tend to not want to assist with it even though that is likely going to cost us our home. Do what you have to. I have no more hope anyway.

On Mon, Apr 25, 2016 at 4:18 PM, Castlecumb <castlecumb@gmail.com> wrote
Dear Rachel,

I will soon be sending you a written statement, which will detail the payments and non payments, but there were batches of missed payments in both 2014 and 2015.

I appreciate your response, but due to missed payments in the first months of 2016, your past due amount has actually climbed from \$1092 to \$1497.

I hope you will act quickly to bring the account into good standing. Please let me know if you need more than 30 days to resolve the balance of \$1497. Since you have been responsive, and are willing to work on making payments, I hope we can avoid going to collections.

Sincerely,

Corey Abel
Trustee

On Mar 30, 2016, at 6:56 PM, rachaelanne wheeler <muziceve@gmail.com> wrote

I got it, im just trying to come up with the money...i made pmts the other day.. im working on it.

Thank you
Rachael

From: Castlecomb Trust

Sent: 3/29/2016 11:02 AM

To: Rachael Maxson

Subject: Re: 2015 statement Castelcomb; request for full payemnt

Dear Rachel

I wrote you on March 15 about back payments due for maintenance fees, and I have not seen any response. Please let me know if you intend to work with me to bring your account back into good standing. I prefer to work out a plan with you to get these arrears cleared, rather than have to submit the account to collections.

Very Best,

Corey Abel
Trustee

On Sun, Mar 13, 2016 at 5:24 PM, Castlecomb <castlecomb@gmail.com> wrote:
Dear Rachel

Attached is your 2015 account statement. It appears that with a significant balance from 2014 of \$812, and a few missed payments, your account has fallen into arrears and now has a balance due of \$1092, effective end of 2015. The statement shows regular payments through much of the year, but the outstanding amount needs to get taken care of soon.

Please take immediate action to remedy the deficit. I realize that may be a large amount to pay at once, so if you can make two or a few payments supplemental to the ongoing 2016 payments, that would be acceptable. I will try to be flexible and work with you on a plan.

Thank you for your attention to getting this cleared up.

Also, please note that maintenance fees went up to \$135 effective February 2016, so please adjust that amount in your auto pay or bill pay system.

Thanks, and take care.

Corey Abel
Trustee

From: rachaelanne wheelock <muziceve@gmail.com>
Subject: RE: Bill.com issues
Date: May 20, 2016 at 17:03
To: Castlecomb <castlecomb@gmail.com>

I just went through my bank since I couldn't get through to anyone there. I had to pay \$25 fee but it should be resolved by tomorrow.

Thanks though.
Rachael

*accepts deed restriction
fees*

From: Castlecomb
Sent: 5/20/2016 5:37 PM
To: rachaelanne wheelock
Subject: Re: Bill.com issues

On my side of the website, there is a support link. I am not sure if it is the same on the customer side. From that link I can request a call, a chat (which I did) or email. I am trying to figure out the next best option to resolve this.

Corey Abel
Trustee

On May 20, 2016, at 13:18, rachaelanne wheelock <muziceve@gmail.com> wrote.

No WA to void. Who did you reach? I can't get a human being from that place for the life of me...i can go through my bank and dispute. But then i have to close bank account which I've had for years

From: Castlecomb
Sent: 5/20/2016 2:06 PM
To: rachaelanne wheelock
Subject: Re: Bill.com issues

Dear Rachel,

What I would like you to try is to access the portal, just as you did to make payments. You should still be able to see the recently paid invoices there. I am not certain, but I think there is a way to void them, or at least the ones you did not intend to make.

Apparently, when you set up Autopay, there is a description and advisement of what happens, which includes payment of all past due invoices, and you have to authorize this when you authorize auto-pay. It does not allow future-only payments (I have advised the customer service rep they should change this). So that is why all payments went out.

If you cannot void the payments, let me know and I will see what else can be done.

Best,

Corey Abel

On May 20, 2016, at 12:24 PM, rachaelanne wheelock <muziceve@gmail.com> wrote.

Great, thank you so much, sorry about my tendency to panic and I do appreciate your help.

From: Castlecomb
Sent: 5/20/2016 1:22 PM

To: rachaelanne wheelock

Subject: Re: Bill.com issues

I am working with support right now and will get back to you soon.

C.S.

On May 20, 2016, at 12:04 PM, rachaelanne wheelock <muziceye@gmail.com> wrote:

Right, I am not accusing I just don't know how I went from setting up a \$135 auto pay to paying it all off at once. I just need it reversed. I was trying to pay two invoices may's an Oct 2015 totaling \$260 and was trying to set up the auto pay so that moving forward the payments soul be made on time each month. Anyway, I tried to call but the recording said they didn't take inbound support calls. So I emailed you in case you had another point of contact. Thank you!

Rachael

From: Castlecomb

Sent: 5/20/2016 12:54 PM

To: rachaelanne wheelock

Subject: Re: Bill.com issues

Dear Rachel,

I will contact bill.com and also let you know if there is a person you can contact there as well.

I can assure you that the site does not "take" money, but receives payments made via auto pay or single payments, either of which have to be initiated by the checking account holder when he/she logs in. Also I have no visibility on your account nor any form of control over it.

I will find out what happened.

Corey Abel
Trustee

On May 20, 2016, at 10:37, rachaelanne wheelock <muziceye@gmail.com> wrote:

This website took all my money. I don't know how to reach a person. I can't pay it all at once. I need it reversed asap. I owe the mortgage and my car everything. Please please call me or give me a number to reach bill.com. 830-353-3411.

Thx

Rachael maxson

From: **Clay Morehead** clay.morehead@keg1llc.com
Subject: RE: You have an invoice from Castlecomb due on 07/01/15
Date: June 29, 2016 at 22:42
To: Castlecomb castlecomb@gmail.com, Rick Phipps rhipps@earthlink.net, Chris Lee clee5800@windstream.com, staceyellis68@outlook.com, goldstarsafety1@gmail.com, Tom Moser tmoser@co.kerr.tx.us, gary.stork@gmail.com
Cc: Heather Stebbins hstebbins@co.kerr.tx.us, Pat Maguire mpmlaw@kco.com

Mr. Abel,

I've noticed you have gone silent in my requests for placing my funds back in my account that you have drafted without my permission.

You lied to me in your e-mail statement that this was resolved...see below.

Now I am facing overdraft charges and you have not credited my account nor responded to my overdraft fees.

What is your intent?

Is this the trend that all Castlecomb Homeowners should expect from you.

By the way your fees are over and above any normal water and sewer fees which does NOT include trash/garbage disposal.

*Violent personal
attack but*

The following are questions that any legal, legislative, political(elected official) or judicial positions should ask...Corey Abel.

Should there be a fenced "run" to segregate us from them(Mobile Homes) since they are not included in the deed restrictions? They are not platted as Castlecomb property.

Should they (county) or you (Castlecomb Trust) be required to provide a separate entrance since they are NOT inclusive???? Is Kensington a public or a deed inclusive road and who will authorize this access to these "Mobile Homes"??? Why is Castlecomb...(Homeowners) obligated to maintain property that has shared "Mobile Homes" on the same street when they are not part of Castlecomb? So, are you "Castlecomb Trust" charging those renters the same amount that YOU are charging us... Sharing the same water and sewer source? Are they governed by the same deed restrictions ? if so, how is that possible since it is not platted as such. I understand that these "Mobile Homes" (By Dejaun Abel) tapped into the Castlecomb sewer system without permission from Kerr County as well.

Have you illegally re-platted ??? No ...no new Platt?

Rumor has it, the property that the Mobile Homes were on has or had "agricultural exemptions". But how could that be since there are nothing but Mobile Homes on it and NO fenced area? No contained live stock has ever been maintained on this property.

Still accept deed rest. fees

How is it that we are governed by deed restrictions that can be changed at any given time (allowed by Kerr County) BUT these Mobile Homes (on the same street) are not????

Why has Kerr County permitted\allowed this home builder to add two new homes to an already overtaxed septic system that is also under TCEQ investigation and maintenance???? Why is it that two current Owners\dwellers of Castlecomb lose an unprecedented cash offer to sell their homes because of unresolved issues with the septic issue, yet Corey Abel closed on two lots that were sold for home building. Were the preexisting conditions disclosed to the buyer? This home builder has already tapped into our system. By the way, this is the second unpermitted or illegal "Tap" into the overtaxed sewer system. Why is this ignored by officials and allowed without any recourse?

We (Castlecomb Homeowners) have already been awarded a judgement and I ask who is to enforce it????

Give me a name and a phone number.

There is Legal and illegal...there is right and wrong.

The Homeowners Of Castlecomb are Legal and Right and deserve to be heard AS WELL AS IGNORED BY

The homeowners of Castlecomb are legal and right and victims of abuse as well as ignored by THE RULE OF LAW!

I'm mad as Hell and sick of all of this run around! Will someone please stop this self-governing individual from doing as he pleases without consequence? Is it even a legitimate business with proper licensing?

By the way...anyone is welcome to share this with any and all public news venues and public officials.

Clay Morehead

From: Castlecomb [mailto:castlecomb@gmail.com]

Sent: Tuesday, June 28, 2016 10:52 AM

To: Clay Morehead <clay.morehead@keg1llc.com>; Rick Phipps <rphipps@earthlink.net>; Chris Lee <c.lee5806@icloud.com>; staceyellis68@outlook.com; goldstarsafety1@gmail.com; Tom Moser <tmoser@co.kerr.tx.us>

Subject: Re: You have an invoice from Castlecomb due on 07/01/15

Dear Mr. Morehead, et. al.,

I just received a note from bill.com less than an hour ago that there has been an error on the July invoices. I do not yet know why, but am getting in touch with them.

I can assure you that I have not changed anything; rather, this appears to be a computer error on the part of the accounting service, and I am already working to resolve it.

I aks for your patience and understanding. The due date has not been changed.

Corey Abel
Trustee

On Jun 28, 2016, at 9:25 AM, Clay Morehead <clay.morehead@keg1llc.com> wrote:

Mr. Abel,

I noticed you have circumvented the arrangements on due dates with the electronic payment plan.

We agreed to the 15th as the due date.

You did not even offer notification of change.

Why 6/29/16? I just paid you on 6/14/16. My next payment should be due on 7/15/16!

If you look at history they were all due in the middle of the month.

This is very unethical and very poor business practices. It is borderline criminal.

If I do not get a reasonable explanation in the near future I will cease electronic payments because I cannot trust you!

Clay Morehead

Bilt.com



From: Rick Phipps rphipps@earthlink.net
Subject: Sewer and Tall Grass
Date: July 28, 2014 at 3:13 PM
To: castlecomb@gmail.com

*accepts dead
restriction
fee: "elated"*

Hi Corey,

It was nice talking to you yesterday... Stella is elated over the fact that we can pay on line.

As I mention here are photos of some of the problem areas..... The Sewer is overflowing and the smell on my back porch is unbearable. This has never been a problem and the Septic company has been faithful in turning on the pumps but over the past 30 days it has gotten worse, could be a broken pipe...

The rains have created rapid growth but now they have turned to dry grass and a fire hazard..This is all along the entrance and on Oxford st the south side very tall grass

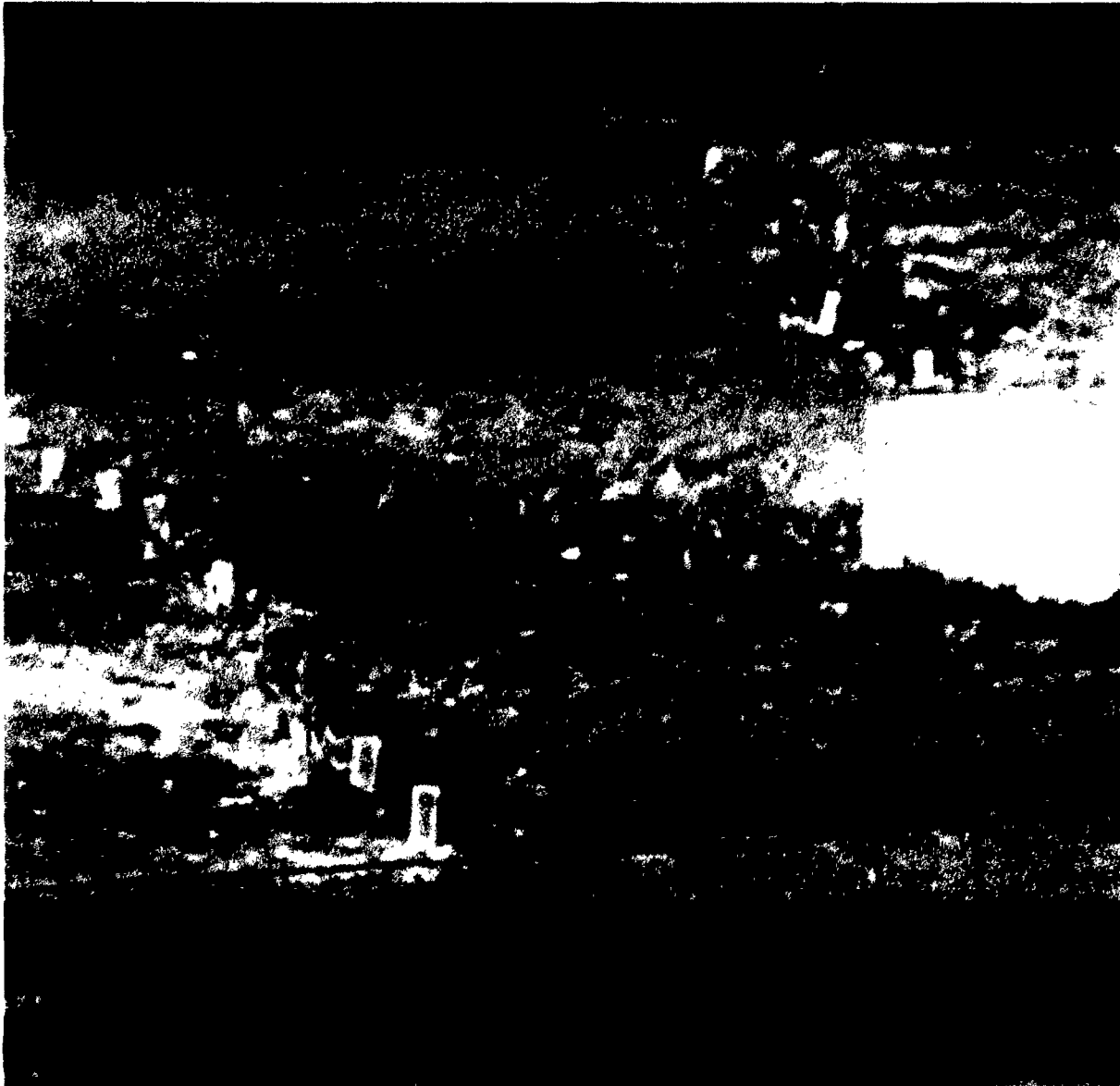
Please see if something can be done to both of these issues...

Thanking you in advance.

Rick Phipps
Stella Herrera

*confirms prior consistent
maintenance.*

This email is free from viruses and malware because avast! Antivirus protection is active.
<http://www.avast.com>



From: **Castlecomb** <castlecomb@gmail.com>
Subject: **Re: 2015 statement Castlecomb**
Date: **May 24, 2016 at 12:39 PM**
To: **Chris Lee** <lee5806@icloud.com>

Dear Chris,

Thank you for getting caught up on payments.

As for your other remarks, I can only say that I forgive you for speaking so uncharitably. Perhaps one day when the full story is told, you will understand my position.

Corey Abel
Trustee

On May 24, 2016, at 11:46, Chris Lee <lee5806@icloud.com> wrote:

Corey

I have mailed you the payment in full as of today. It is of fear that my perfect credit will take a hit rather than if you get paid or not. I am severely disappointed in the way that you have choose to operate in regards to maintaining those things that you are responsible by deed and protecting the value of our homes. I have never in my life ever been so disappointed and regretful of having bought a house as I have this one. It is solely because of you and the way you have chosen to spend our maintenance fee over the life span of our neighborhood. You sir should be ashamed of yourself. You as a person and a home owner and I'm assuming a father and a husband would not stand to be treated the way that you have treated us or for any of your family to be treated this way. And I have no doubt that you would be trying everything you could to prevent what you are doing to us from happening to you.

Chris
105 Dover Dr

Sent from my iPhone

On Apr 25, 2016, at 4:30 PM, "Castlecomb" <castlecomb@gmail.com> wrote:

Dear Mr. Lee and Ms. Greenbaum,

I recently wrote to say thanks for your excellent record on payments, but it seems that the outset of 2016 has seen you fall behind. According to my records, your February payment was \$10 under the new amount, and no payment had been received by March or April. The total amount now due is \$280.

Please bring your account back into good standing within 30 days. I would prefer to work this out amicably, but more serious collections process if this is not resolved.

Sincerely,

Corey Abel
Trustee

On May 12, 2016, at 4:10 PM, "Castlecomb" <castlecomb@gmail.com> wrote:

Dear Chris and Amber,

Attached please find your 2015 account statement. THANK YOU for staying on top of payments!

Corey Abel
Trustee

cc: 2015 Castlecomb Year-end statements - 14 x Lee.pdf

*accepts lead
restrictions - alleges I
am "responsible"
under them*

*yet more
victrol*

From: bdavis007@castlec.com
Subject: Repairs
Date: July 10, 2016 at 15:49
To: castlecomb@gmail.com

Corey,

The day I e-mailed you about air in the water lines,
thanks to you, the problem was fixed. Thanks again.

The little guard shack that's at the entrance to
Castlecomb is in need of some repairs and should not
be costly at all to repair. One of the windows is totally broken
out, and the boards around the roof are rotted out,
and needs to be painted. It's very small and should
not take any time at all to repair.
Your help is greatly appreciated!!!

Brenda Davis

see estimate — Premiere Homes 8/18/17
insufficient funds due to
govt. interference +
harassment of some residents
by Rick Phipps.

From: bdavis002@sisu.com
Subject: **Repairs**
Date: July 10, 2016 at 16:04
To: castlecomb@gmail.com

Corey,

Thank you for having the surging water issue fixed so quickly.

The guard shack that's located at the entrance to Castlecomb subdivision is in need of some repairs. One window is totally broken out, and the boards next to the roof are rotted out, and the building needs to be painted. The building is very small and should not be costly to repair at all.

Thank you for looking into this matter.



Estimate/Invoice

Custom Remodeling and Construction

3618 Camruthers Oak
 San Antonio, Texas 78261
 Phone: 210-461-7348
 Email: mpenrod@live.com

DATE Aug 18, 2017
 Quotation # 08182017-1a
 Customer ID Cory
 Phone () -
 Email
 City, State, Zip Kensington
Kerville, Texas 78028

Quotation valid until: N/A
 Prepared by: Matt Penrod

Project: **Guard House Repair**

Details:**Labor Terms / General Job Description****Demolition/Preparation:**

Remove existing fascia boards and prep for new fascia

Installation:

Install 2"x 6" treated fascia. Caulk and Paint.

Total Labor \$480.00

Materials

All Material to be provided by Premier Homes.

Materials include:

4 Standard 2 x 6 x 8 treated treated lumber
 Quantity includes typical waste overage, material for repair and local delivery.

Total Material \$35.00

Any and all additions to the aforementioned Labor Terms will be invoiced at the time of work and material cost, if any, will be included. Work that is not explicitly outlined in the Labor Terms / General Job Description section is considered to be additions. It is the clients responsibility to inquire as to any additional tasks not outlined and request additions or change orders prior to work starting in order to avoid addition unforeseen cost and to facilitate timely completion of work outlined in the Labor Terms.

Agreement

Total Outlay:	515.00
Labor:	480.00
Materials:	35.00
Contractor Fee:	77.25
Total Balance Due:	592.25
Down Payment Due:	296.13
Additions:	
Paid:	
Remaining Balance:	592.25

TOTAL Balance Remaining: **\$592.25**

**Due upon Receipt*

Total Outlay is labor cost plus material cost not including taxes. Contractors Fee is the Labor + Materials + 10% to cover taxes and supply costs, waste disposal, fuel cost, and unforeseen miscellaneous expense. Total Balance Due is the Total Outlay plus Contractor's Fee. Down Payment is 50% of the Total Balance Due. Remaining balance to be paid out in draw terms defined below. If you have any questions concerning this quotation, contact Matt Penrod, 210-461-7348, mpenrod@live.com

Payment:

Due Upon Receipt. Payment may be made in the form of cash, money order or personal check. Please make checks payable to Premier Homes. Thank You.

Draw Schedule:**Pay This Amount**

First Draw: Is the "Down Payment Due of 50%; upon acceptance to terms 296.13

Second Draw/Split Draw: 25% (sometimes it is necessary to split the Second draw for purpose of completion of labor terms. If it is necessary, "Final Draw" will be split and requested as two separate amounts to make final purchase of material needed, and/or labor to be paid.) 148.06

Final Draw: 25% Is the "Total Balance Remaining"; upon completion of Labor Terms/Job Description. 148.06

Total 592.25

Completion times for items in Draw Schedule are estimated. They are not guaranteed and should not be interpreted as stipulation for subsequent draws. First Draw will be required upon acceptance to terms and any subsequent draws thereafter according to draw schedule upon request. If Labor Terms have been satisfied, regardless of draw schedule, any unpaid balance will be due

Acceptance to Terms: This estimate will serve as the "agreement to terms" between the client and Premier Homes as outlined in the Labor Terms General Description section. Any additions to the terms outlined in the estimate will be deemed as "extras" and will be invoiced at a rate of \$65.00 per hour unless otherwise specified in a separate estimate.

Disclaimer: Premier Homes is not responsible for any damages of a preexisting nature to any of the areas addressed in this estimate. Any damages which were previously incurred, or revealed during process will immediately be reported to the client. If preexisting discoveries are cause for discontinuance of agreed upon labor terms, and if the client would like restoration of exposed area(s) to a reasonable condition (definition of "reasonable" shall be determined by Premier Homes), labor will be billed at previously stated hourly rate. Initial installment, down payment, or any monies paid are non-refundable. All bids subject to change. Scope of work is as described above. If any changes are requested that require additional labor requirements to complete, the cost will be assessed for additional time and material in a change order request. Additionally, upon exposure during demolition if there are any unforeseen issues that require a re-evaluation of labor requirements necessary, all work will cease until agreement of new or additional labor terms cost associated and any material cost can be assessed and agreed upon. Otherwise, or if the homeowner gives direct permission to continue, additional cost will added to the final invoice.

**Your acceptance to the terms as agreeing to, or not accepting will be noted by your email response.*

Thank You For Your Business!

From: Castlecomb castlecomb@gmail.com
Subject: Cumulative P&Ls and PUC's support of deed restriction fees
Date: August 10, 2017 at 15:02
To: Castlecomb Trust castlecomb@gmail.com
Cc: bdavis002@stx n com, c6h12o6@mindless.com, haider@klc.com, Betty Church brownlow47@yahoo.com, sharia scott xxsharlaxx@hotmail.com, Adriana Herrera a.herrera0343@gmail.com, paigemasseycoop@yahoo.com, dcowden@satx rr com, Kimberly M. Lopez kmal 2002@hotmail.com, rachaelanne wheelock muziceve@gmail.com, Jason soth jasonsoth@yahoo.com, Clay Morehead clay.morehead@keg llc.com, Brittany Weaver brittweaver25@yahoo.com, Al Francis bigfishnut@yahoo.com, ellenlynch ellenlynch@windstream net, JOYCE & ERNIE joycenerni@windstream net, Bruce Kryzer bkryzer@yahoo.com, shannon Kelly Shannon G Kelly13@gmail.com, Joe Kelly joe.kelly@suddenlink.net, Dianna Miller dnmiller121@gmail.com, Stella Herrera sherrera53@yahoo.com, Jane Ragsdale jane@holicamp.com, staceyellis1968@yahoo.com, andrew.muri@house.texas.gov
Bcc: ~~castlecomb@gmail.com~~ @gmail.com

Dear Homeowners and Residents:

There has been a lot of misinformation added on top of your legitimate concerns about the septic system.

This recently came home to me forcefully when a lady in the neighborhood responded to my comment that I care very much about the neighborhood by saying, "Sure, it's your livelihood."

That is most definitely not why I care, because this has been contrary to my livelihood for a long time. I have not collected payments for my work, and I have made no profits or returns. In the three years out of the last nine when there was a small amount in the black, I simply rolled that over and preserved it for future use for maintenance. I care because I care about people, and I have a strong sentimental attachment to this neighborhood, even though neither I nor my father have been active developers since around 1988. I would also have to have more than a few screws loose to place my own properties in jeopardy. I've injected around \$40,000 to cover losses and shortfalls, and fund major repairs.

The story of how and why the septic had to be abandoned is something I should have shared with you some time ago, and I will be sending you updates and documentation on that. But be aware that I was doing everything humanly possible to get maintenance done. Forces beyond my control, including non-payers causing severe budgetary constraints; Kerr County EHD's telling my maintenance provider to stop work just after he informed them he had opened lines to flush and clean them; and another maintenance provider's telling me for weeks that he had ordered pumps only for me to find out this was not true. And when I called him on this, he simply quit. He later defamed me in remarks made to Rick Phipps and spread by Mr. Phipps in Commissioner's Court last June. I never tried to order pumps from Home Depot for \$800. I did yell harshly at Mr. Ken Munson for his dawdling in securing pumps and sarcastically said "I CAN'T just go get pumps at the hardware store. I need you to get this done now!" I don't recall if I mentioned Home Depot or not. If you find yourselves running the system in the future, you'll have jerk-off providers to deal with sometimes, and may God keep you from sarcastic outbursts. They can get thrown back at you in the form of defamation.

An issue of immediate concern to all is that some residents have made complaints to the Public Utility Commission, in an effort to find a basis to nullify their obligations under the deed restrictions. The PUC has found that Castlecomb needs to apply for a CCN. As I have already informed you, Castlecomb is doing so. But the PUC has NO AUTHORITY over deed restrictions, has stated that it has no authority, and stated that Mr. Guzardo and Mr. Kryzer, and by extension everyone else, should pay for services rendered. Relevant documents are attached.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

PS - It shouldn't take you three guesses to figure out who covered all those shortfalls.

Erland,
next page

Castlecomb Cumulative P&Ls 2008-2016

REVENUE	EXPENSES	NET Profit/Loss
---------	----------	-----------------

2008	\$14,775.00	\$(25,520.53)	\$(10,745.53)
2009	\$12,775.00	\$(25,960.11)	\$(13,185.11)
2010	\$17,875.00	\$(29,368.05)	\$(11,493.05)
2011	\$41,383.75	\$(41,028.72)	\$355.03
2012	\$34,710.00	\$(45,577.55)	\$(10,867.55)
2013	\$36,235.50	\$(39,193.37)	\$(2,957.87)
2014	\$30,866.00	\$(28,676.66)	\$2,189.34
2015	\$30,957.00	\$(25,094.41)	\$5,862.59
2016	\$27,535.00	\$(32,185.15)	\$(4,650.15)

TOTAL REVENUE	\$247,112.25
TOTAL EXPENSES	\$292,604.55
TOTAL NET LOSS	\$(45,492.30)

From: Elind, Kathryn [Kathryn.Elind@puc.hawaii.gov]
 Subject: RE: [Complaint No CP2016C00540] - Stuart Morehead
 Date: July 12, 2017 at 11:32
 To: Castlecomb, walter@hawaii.com
 Cc: SCaruso, j@hawaii.com; PUCComplaints@hawaii.gov

Hi Castlecomb,

The PUC does not have jurisdiction over dead restrictions.

Thanks,

Kathryn

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Wednesday, July 12, 2017 11:46 AM
To: Elland, Kathryn <Kathryn.Elland@puc.texas.gov>
Cc: SCanseco@branscombpc.com
Subject: Re: {Complaint No:CP2016090540} - Stuart Morehead

WARNING: EXTERNAL SENDER. Always be cautious when clicking links or opening attachments. NEVER provide your user ID or password.

Dear Ms. Elland,

Please be advised that Castlecomb is applying for a CCN and tariffs with all due haste, and will have this matter resolved, hopefully within weeks, without need of enforcement or other actions from the PUC.

Prior legal advice to "hold" on this matter is being set aside

Does the PUC claim jurisdiction over all deed restrictions in the State of Texas?

Thank you.

Corey Abel

On Jul 12, 2017, at 09:19, Elland, Kathryn <Kathryn.Elland@puc.texas.gov> wrote:

DO NOT CHANGE THE SUBJECT LINE

Reply to Email address : puccomplaints@puc.state.tx.us
Respond only to complaint: CP2016090540



To Kryzer You Should
Pay.pdf



To Guzardo You should
pay.pdf

From: **Castlecomb** castlecomb@gmail.com
Subject: recent complaints and the PUC's position on payments
Date: September 19, 2017 at 4:56 PM

To: **Castlecomb Trust** castlecomb@gmail.com

Cc: **Tom Moser** tomosere@co.kerr.tx.us, **Andrew Murr** andrew.murr@house.texas.gov

Scc: bdavis002@stx.net, csh1206@mindless.com, brownbiv47@yahoo.com, xxsharboxx@hotmail.com, ahern14143@gmail.com,
pajemmasseycoop@yahoo.com, dcowden@satx.net, kneal.2002@hotmail.com, muzicave@gmail.com,
jasonsoth@yahoo.com, claymorehead@kegfile.com, brittweaver25@yahoo.com, bqallistnut@yahoo.com,
allenlynch@windstream.net, joycenemi@windstream.net, bkryzer@yahoo.com, Shannon.G.Kelly13@gmail.com,
ve.kelly@suddenlink.net, dorinli121@gmail.com, sherrara53@yahoo.com, jane@hohocamp.com, staceyellis1968@yahoo.com,
staceyellis1968@outlook.com, bqguizado@yahoo.com, joycenemi@twc.com

Dear All:

Please be aware that several residents have complained to the Public Utility Commission about fee increases at Castlecomb — even though fees have averaged around \$130 for six years — and the PUC has found that Castlecomb Trust needs to file a CCN and water and sewer tariffs.

I am in the process of putting those applications together, while also working with a group of Castlecomb residents who have started to form a water supply corp and may take over operations pending the resolution of several legal issues.

In the meantime, the PUC has given me, in writing, an acknowledgement that they have no authority over deed restrictions. Also, they have informed some of the concerned residents that, even though Castlecomb does not possess a CCN and tariffs, payments should be made for services received. The PUC understands that it is unreasonable to expect services for free. Despite all the controversies and problems, there has never been a day you couldn't draw clean water and flush your toilets. Many residents are not paying for services they have continued to receive without interruption. I understand many of you are angry (I am too), that you blame me (I think that blame is misplaced due to lack of information) --- but one way or another, work needs to be done, electrical bills need to be paid, and the current "strike" on payments is leading to a situation in which the Trust may simply be unable to keep the pumps operating.

Right now, the Trust has \$145 in the bank. Without payment for the water and sewer service you have received and continue to receive, there is no way for the Trust to pay its bills. If the power bill doesn't get paid, the pumps can't run and service will stop. The Trust's bills must be paid for your service to continue. I am open to working out a plan with you to ensure that the bills are paid and your service continues. I recommend that you pay the Trust so the Trust can pay the bills. However, I can forward the bills directly to you and you can pay the bills yourselves directly. If you have other ideas for how we can continue the service, please let me know. I sincerely want to prevent this impending cessation of services.

Please know that I have not made money from the Castlecomb Trust or the subdivision services that have been provided. I have personally lost money trying to maintain the Trust.

I attach here two letters, to Mr. Kryzer and Mr. Guizado, in which the PUC advises them to pay for services received.

Very Truly Yours,

Corey Abel
Trustee



To Kryzer You
Should Pay.pdf



To Guizado You
should pay.pdf

to Guzardo: you should pay

Kenneth W. Anderson, Jr.
Commissioner

Brandy Marty Marquez
Commissioner

Brian H. Lloyd
Executive Director



Greg Abbott
Governor

Public Utility Commission of Texas

8/3/2017

Mr Barrett Guzardo
118 Oxford Place
Kerville TX 78028

RE: Complaint # CP2017070506

Dear Mr Guzardo:

The Customer Protection Division has received the response from Castlecomb Subdivision concerning the billing you have experienced with this company. We have reviewed the documentation presented by both you and Castlecomb Subdivision in order to ensure the company has acted consistently with applicable Substantive Rules.

Castlecomb Subdivision does not have a Certificate of Convenience and Necessity (CCN) as required by Substantive Rule §24.101 Certificate of Convenience and Necessity Required. A utility company may qualify for an exception to this rule; however the company's response did not indicate an exception was applicable. While the company should not be providing retail water or sewer utility service directly or indirectly to the public without first having obtained from the commission a CCN, at this point in time Castlecomb Subdivision is providing a service that you would not otherwise have for your service address. **As you have benefited from the provision of water service, the Customer Protection Division recommends that you pay for the service utilized.** Castlecomb Subdivision does not have a tariff on file with the Public Utility Commission; therefore we cannot verify if the account has been billed appropriately.

Based on the investigation conducted the Customer Protection Division has determined Castlecomb Subdivision has failed to act consistently with Substantive Rule §24.101 Certificate of Convenience and Necessity Required. Castlecomb Subdivision failed to obtain the CCN required to provide retail water or sewer utility service. The Customer Protection Division recommends Castlecomb Subdivision submit an application to obtain a CCN or verify if the company qualified for an exception as listed in Substantive Rule §24.103 Certificate of Convenience and Necessity Not Required. We understand the resolution of this complaint does not fully resolve the issues you have experienced; therefore should you require additional assistance you have the option to file a formal complaint with the Customer Protection Division.

Mr Kryzer - you should pay

Kenneth W. Anderson, Jr.
Commissioner

Brandy Marty Marquez
Commissioner

Brian H. Lloyd
Executive Director



Greg Abbott
Governor

Public Utility Commission of Texas

8/3/2017

Mr Bruce Kryzer
116 Dover Drive
Kerrville TX 78028

RE: Complaint # CP2017070565

Dear Mr Kryzer:

The Customer Protection Division has received the response from Castlecomb Subdivision concerning the billing issue you have experienced with this company and the company's lack of Certificate of Convenience and Necessity (CCN). We have reviewed the documentation presented by both you and Castlecomb Subdivision in order to ensure the company has acted consistently with applicable Substantive Rules.

Castlecomb Subdivision does not have a CCN and a company may not in any way provide retail water or sewer utility service directly or indirectly to the public without first having obtained from the commission a CCN. The company does not bill your account based on a tariff which has been approved by the Public Utility Commission. Castlecomb Subdivision did not verify if the company qualifies for an exception based on Substantive Rule §24.103 Certificate of Convenience and Necessity Not Required. Despite the company's lack of CCN, your premise has been provisioned service which it may have not otherwise have had access to at this time. **As the service has been extended and utilized, albeit without approval, it would appear that payment for services rendered should be made to Castlecomb Subdivision.**

It appears you have taken steps to address the quality of service and abandonment issues by contacting the Texas Commission of Environmental Quality which is the agency that can address these specific concerns.

Based on the investigation conducted the Customer Protection Division has determined Castlecomb Subdivision failed to act consistently with Substantive Rule §24.101 Certificate of Convenience and Necessity Required. The company has provided retail water service to the public without first having obtained a CCN from the commission. The Customer Protection Division is unable to verify the accuracy of the billing as the company has no approved tariff on file with the Public Utility Commission. In order to obtain further resolution of this matter you may want to file a formal complaint with the Public Utility Commission.

EXHIBIT G

**ASST. D.A. JOHN HOOVER'S PROPOSALS, UNDER THREAT OF DOUBLE
JEOPARDY PROSECUTION TO REQUIRE CASTLECOMB TRUST TO TRANSFER
WELL, SEPTIC, AND LAND ASSETS TO THE CITY OF KERRVILLE AND/OR
RESIDENTS OF CASTLECOMB (WSC) IN EXCHANGE FOR DISMISSAL OF
FELONY CHARGE, AND PLEDGE TO REQUEST TCEQ NON-SUIT OR DISMISS
ITS ACTION**

give land
to City - No!

111
From: John Hoover [mailto:jhoover@co.kerr.tx.us] Sent: Thursday, March 2, 2017 9:37 AM
To: 'Clay Steadman' <CSteadman612@hotmail.com>; Clay Steadman <jesksted@kctc.com>
Cc: Lucy Wilke <lwilke@co.kerr.tx.us> Subject: Corey Abel - A16128

Clay,

I have a proposal on Corey Abel's case. The proposal is informal because I don't have the authority to negotiate on behalf of any entity other than our office at this point. However, I want to know if he would be willing to accept this offer (or something similar) before I meet with the various local and state officials to try and make this plan happen. I don't think it would be productive for me to make this proposal to the City of Kerrville, Kerr County, or TCEQ unless Corey Abel is willing to agree to the terms below (or something similar that satisfies the local government).

I have reason to believe that Corey Abel is in some form or fashion the manager of Oroya LLC, which is formed in Delaware. Oroya LLC is the managing member of Tobusch LLC, which is formed in Texas. Corey Abel is the person who pays the franchise tax in Texas for Tobusch LLC. Tobusch LLC owns 4 lots in the Castlecomb subdivision area. The lots were deeded to Tobusch LLC by the Castlecomb Trust and Corey Abel in 2011. The lots owned by Tobusch LLC have a current appraised value of about \$450,000.

- First, Corey Abel agrees to deed a portion of property ID # 13659 held by Tobusch LLC to the City of Kerrville. I have attached a map of the boundary lines of the property I'm referring to. I'm not exactly sure which part of the property would be needed. I think 10-15 acres would be sufficient. I would know for sure what area the City would need after I met with City officials. The approximate value of the land is about \$5400 an acre. This would incentivize the City to get on board with this and help compensate it for the costs it will incur installing infrastructure.
- Next, Corey Abel would agree to deed all of the assets held by the Castlecomb Trust to the City. This would include everything in Schedule A of the trust document that you provided me.
- The city would agree to annex the Castlecomb subdivision and provide the residents with city services.
- Our office would dismiss the charge against Corey Abel with prejudice and would not seek to charge the Castlecomb Trust. We would also not seek to recover restitution for TCEQ for the money spent for emergency pumping (the amount is somewhere between \$60,000-\$180,000). I would reach out to TCEQ and ask them to agree to non-suit the civil case against Corey Abel currently pending in Travis County. This would effectively end all litigation against Corey Abel, both on the civil and criminal side.

→ I intend to re-present the case to the Grand Jury on March 20th. I need to know if Corey Abel is willing to accept this proposal (or something similar that everyone can agree to) within the next week or so. If he does, then I will postpone the Grand Jury presentation and will meet with local and state officials to get the ball rolling on making this happen. I think this is a good resolution for all parties. It would finally end the problem for the

residents, the environment, the State, the County, and Corey Abel. Please let me know what he decides as soon as you can.

Sincerely,

John Hoover
Assistant District Attorney
216th Judicial District
Gillespie and Kerr Counties
200 Earl Warren St., STE 202
Marshall, Texas 78028
Phone: 830.896.4744
Fax: 830.896.2620
jhoover@co.kerr.tx.us

img-302083211-0001.pdf

give land
to "WSC" - No!

From: John Hoover [<mailto:jhoover@co.kerr.tx.us>]
Sent: Wednesday, March 15, 2017 9:25 AM
To: Clay Steadman <jesksted@krc.com>; 'Clay Steadman'
<CSteadman612@hotmail.com>
Cc: Lucy Wilke <lwilke@co.kerr.tx.us>; Steve Wadsworth
<swadsworth@co.kerr.tx.us>
Subject: Corey Abel - A16128

Clay,

This email is to confirm our phone conversation yesterday. We are going to reset the Grand Jury presentation on Corey Abel and the Castlecomb Trust to April 17th. We are also going to reset the contested hearing that was set on March 22nd to April 26th.

I met with Chris Lee and Spencer Hart yesterday about a potential solution. Chris Lee is the designated representative of the residents. I advised Chris Lee that the residents need to retain legal counsel to represent their interests in the case. I'm not sure if that will be Mr. Hart or not, but Chris Lee did seem interested in retaining him (apparently he has some experience in these matters). Below is the proposal that Chris wants to try and put into motion. This is a tentative, informal, proposal:

- Form a private non-profit water company that would take over the maintenance and administration of septic and water services to the subdivision.
- Extend to Corey Abel the same terms that we were going to propose to the City of Kerrville. Basically Corey Abel would deed over all assets of the trust and the 8-15 acres to the water company.
- Corey Abel would also agree to deed over property #45631 to the water company. This is the undeveloped corner lot located at 100 Oxford Dr. inside the subdivision.
- The residents will seek to establish a HOA.
- I realize that Tobusch LLC, i.e. Corey Abel, own the three modular homes — outside the subdivision. An agreement would need to be made with the water company of the subdivision to continue to provide services to those homes. Chris Lee doesn't foresee this being a problem.
- The plan would be for the water company to continue to keep the system up-and-running until enough funds can be saved or borrowed to completely replace the system. It's my understanding that the cost to replace the system is about \$250,000. The water company would use the land deeded to it by Corey Abel to help secure the funds necessary for the system replacement.

A lot of this proposal goes outside our office's ability to facilitate. I agree with

you that Corey Abel's civil attorneys and the Resident's attorney would need to negotiate a lot of this. If an agreement can be reach where the above proposal can be accomplished, then we will agree to dismiss the charge and ask that TCEQ non-suit their case. Please let me know what his thoughts are. Also, would you agree to accept service of any Grand Jury subpoenas for Corey Abel or the Trust that I intend to issue?

Sincerely,

John Hoover
Assistant District Attorney
216th Judicial District
Gillespie and Kerr Counties
200 Earl Garrett St., STE 202
Kerrville, Texas 78028
Phone: 830.896.4744
Fax: 830.896.2620
jhoover@co.kerr.tx.us

EXHIBIT H
HOA NEGOTIATIONS

give land
to 'WSC'
-no!

MEMORANDUM OF UNDERSTANDING
CASTLECOMB WATER SUPPLY CORPORATION -

This Memorandum, dated March 27, 2017, has been prepared for the purpose of setting forth a proposal for consideration by the homeowners of the formation of a non-profit water supply company to own and operate the water and sewer facilities designed to serve Castlecomb Subdivision.

1. It has been a little over a year since Kerr County and the Texas Commission on Environmental Quality ("TCEQ") reported that septic leaks created an environmental hazard at Castlecomb Subdivision.
2. In his letter of February 17, 2017 your State Representative Andrew Murr advised you as residents -"stakeholders"- that "without your engaged and ongoing interest, a solution will not be found and implemented."
3. The City of Kerrville has offered to Annex Castlecomb to the City of Kerrville at a cost to residents of \$1,200,000 (\$40,000) per home, plus the charging of city ad valorem taxes into perpetuity.
4. Your neighbor, Chris Lee has been in continual contact with the TCEQ since the emergency repairs were made by TCEQ and has been advised that without active operation of the septic system it will fail, but that with active operation of the system it could be operated by competent management for some time in the future at a reasonable cost.
5. The original developer of Castlecomb and related entities herein collectively called the "Developer", has ceased of operation the system and has indicated an interest in conveying the system along with real property to a non-profit water supply company, provided lawsuits filed against the Developer are dismissed.
6. Chris Lee has met with local attorney Spencer Hart on several occasions over the past year concerning the formation of a non-profit water supply company to operate the Castlecomb water & sewer system. After discussing matters with Chris Lee and attorney Hart, your neighbors Jerry Weaver and Brandon Miller have agreed to serve with Chris Lee on the Board of Directors of a new entity to be called Castlecomb Water Supply Corporation.

NOW, THEREFORE, YOU as homeowners in Castlecomb are asked to agree with and approve the efforts made toward and the formation of a non-profit water supply company to be known as Castlecomb Water Supply Corporation (CWSC) with Chris Lee, Jerry Weaver and Brandon Miller as initial Directors with the authority to:

- 1. Negotiate with the Developer the transfer of the Sewer and water system, its operation and adjoining real estate to CWSC at no cost.

2. Engage professional services necessary to complete the formation of CWSC¹, necessary to operate the water and sewer system and keep the books of CWSC and necessary to complete negotiations with the Developer and appropriate governmental agencies.

→ 3. Assume operation of the water and sewer system, bill and charge homeowners an initial monthly charge of not more than, \$125.00 per month.

4. Any agreement negotiated by CWSC with the Developer will require dismissal of pending lawsuits against the Developer, but will also provide for a full release of any claims by the Developer against the residents of Castlecomb for any payments for water and sewer services claimed to be due to the Developer.

+ 10 \$
for HOA
(see HOA
docs.)

By signing in the space provided below, we the undersigned residents of Castlecomb Subdivision approve and ratify the efforts made toward the Formation of our own non-profit water supply company and ask that the proposed Directors and CWSC proceed in accordance with the plan described above.

Name(s): Chris Lee Address: 105 Dover
Signature(s): [Signature]

Name(s): Brittany Woe Address: 104 Dover
Signature(s): [Signature]

Name(s): Clay Morehead Address: 101 Dover Dr.
Signature(s): [Signature]

¹ The corporation shall not issue shares stock. Each property owner in Castlecomb whose property receives water and sewer service and each property owner, whether or not their property is in Castlecomb Subdivision, who receives a commitment for service from the corporation shall automatically be a member of the corporation. The Bylaws shall set forth the requirements for voting of members at the annual or special membership meetings.

Name(s): Alany Solly Address: 100 Dover
Signature(s): [Signature] Making 100 430 Timber Ridge Dr.
Cell 930 739-3043

Name(s): Brandon Miller Address: 121 Dover Dr
Signature(s): [Signature] goldstarsefety1@gmail.com

Name(s): Barrett Guizado Address: 118 Oxford Place
Signature(s): [Signature]

Name(s): Stacey Ellis Address: 114 Oxford Place
Signature(s): [Signature]

Name(s): Lorella + Bruce Kryzer Address: 116 DOVER
Signature(s): [Signature]

Name(s): Kim Lopez Address: 116 Cardiff St.
Signature(s): [Signature]

Name(s): Danna Miller Address: 121 Dover
Signature(s): Dianna Miller

Name(s): ERNEST RODRIGUEZ Address: 113 DOVER DR.
Signature(s): [Signature]

Name(s): KAREN DOW Address: 108 DOVER DR.
Signature(s): Karen Dow

Name(s): _____ Address: _____
Signature(s) _____

Memorandum of Understanding – Castlecomb.

Name(s): Rickie Stallings Address: 100 OXFORD PL
Signature(s): [Signature]

Name(s): Adriana P. Herrer Address: 109 Eardiff
Signature(s): Adriana Herrer a.herrer91343a@gmail.com

Name(s): Kimberly Lopez Address: 116 Cardiff St. 207-252-9585
Signature(s): Kimberly Lopez Kmal_2002@hotmail.com

Name(s): Shannon Kelly Address: 117 Dover Drive
Signature(s): [Signature] Shannon.g.kelly13@gmail.com

Joyce
Name(s): ERNEST Reddick Address: 113 DOVER DR
Signature(s): [Signature] Joyce Reddick2@gmail.com

Name(s): Pat Walker Craft Address: 101 Cardiff
Signature(s): [Signature] Walker Craft

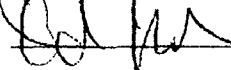
Name(s): _____ Address: _____
Signature(s) _____

Name(s): _____ Address: _____
Signature(s) _____

Name(s): _____ Address: _____
Signature(s) _____

Name(s): _____ Address: _____
Signature(s) _____

Name(s): DONALD LYNN Address: 112 DOVER DRIVE

Signature(s) 

Name(s): KEVIN M. TREIBS Address: 120 DOVER DRIVE

Signature(s) 

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Name(s): _____ Address: _____

Signature(s) _____

Memorandum of Understanding – Castlecomb.

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: MOU - Agreement in Principle
Date: September 13, 2017 at 8:47 AM
To: hartwillspencer67@gmail.com

Dear Mr. Hart,

I have reviewed the MOU draft and made some edits and one addition I feel is important, namely, that the various legal actions against me also have to be dropped as part of this deal. Mr. Hoover was very willing in the past, and seemed confident he could get the State to go along. I am open to further revisions as we can discuss. There are also a couple of notes I've inserted about some points.

As we discussed yesterday, I am attaching the well site and septic surveys.

It may be useful to add in a letter or as a further paragraph that I am willing to drop several things that might be part of a more ordinary negotiation:

- giving away at no charge a system worth about \$200K for the well site alone; the TCEQ has acknowledged that no new septic system is needed, and sticking with status quo on the septic, is, as we discussed in your office, by far the most economic and sensible option, and worth about \$250K of upgrading costs that will be avoided by continuing the current OSSF's operation;
- relinquishing approx. \$45K of owner capital I have injected and will not seek to recover, which I could do if I owned a new system myself; I could demand recognition of these losses in the form of a credit applied to the houses I own, but will not do so
- forgoing future salary, profits, and potential expansion, and eating all past losses;
- getting rid of "Abel" and achieving homeowner control is a major goal for a number of parties, and is achieved in this deal;

Finally, I think we could draw an agreement on water rights, to be retained by myself and the homeowners jointly, which gives homeowners then present in the neighborhood a share of any deal that may be negotiated between the WSC and the City of KV in the future.

Yours,

Corey Abel
Trustee



Well and Septic
Site Surveys.pdf

offer to work with homeowners
in nego. w/ City, share water rights
w/ them - was ignored.

On Sep 12, 2017, at 13:57, hartwillspencer67@gmail.com wrote:

Dear Mr. Able:

Please see the attached draft. Please forward the legal descriptions as soon as possible.

Will Spencer Hart



Virus-free. www.avast.com

<Ables MOU.docx>

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: MOU - Agreement in Principle
Date: September 22, 2017 at 11:33 AM
To: hartwillspencer67@gmail.com
Cc: ~~Clay Steadman~~ ~~Corey Abel~~ ~~Trustee~~ ~~Castlecomb Trust~~

Dear Spencer,

Re: 1. I've spoken with Clay and he related your conversation from yesterday in his office. An email from him confirming his comments to you should be on its way soon. Clay Steadman is my criminal attorney and not my civil attorney, so I can therefore speak with you about any non-criminal matters.

Re: 2. Regarding emails, I do not mind backing off. I am and remain LASER FOCUSED. Keep in mind, please, that I have been in this sh*t show for over two years now, and I badly want it cleared up. I also feel for all the people in Castlecomb and want things resolved for their sake, too.

Could you, Mr. Hart, marshal your forces sufficiently to cease the stream of PUC (and other) complaints and harassing attacks I receive? Not only do I have to answer them, but the PUC is now heavily pressuring me to get a CCN and apply for water and sewer tariffs. The campaign of complaints has brought another govt agency into the equation, making the exit strategy that much more complex. The stream of complaints needs to stop. The defamations and assaults on my character need to stop as well. These complaints and attacks do nothing to advance our resolution but only serve to muddy the water and spread ill will.

The emails I have sent have been of various kinds, and largely due to a common complaint that I have not communicated enough and people do not know what is going on.

I have tried to shed some light on the septic controversy and my actions; to address general concerns brought to me by various residents; to keep officials like Tom Moser and Andrew Murr informed so they get a fuller picture of what is going on, and see that I am engaged and trying to help reach a solution.

Finally, this week's emails about bills: there is the fact that the mass non-payments have gotten so bad as to jeopardize basic functioning of the systems. At this point I literally have to ask people if they will pay or not.

I will, so long as good faith is shown to me and we are making progress, keep emails to what is needed to respond to operational issues. As the Trust is still the owner and still responsible, I do not think complete silence on my part is feasible or desirable. I cannot, however, remain silent in response to further attacks on my conduct or character. These will be answered.

I look forward to working further with you, Mr. Hart, and I believe we already have a basic agreement in principle. Let us go from there and take steps to solidify that agreement. I will write you separately with a proposal (an operating agreement or nominal lease) that speeds up the transition while avoiding the transfer problems while the State still holds open litigation against the Trust.

As you and Clay Steadman discussed, our agreement can be taken separately to the authorities to try and resolve the legal cases, as the DA was willing to do with an earlier proposal.

I hope this satisfies you, as I have been genuinely hopeful and optimistic that by being in direct contact we can get this resolved amicably and efficiently. I was grateful when you reached out, and have felt that our meeting, phone, and emails have been constructive.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

On Sep 22, 2017, at 08:08, <hartwillspencer67@gmail.com> <hartwillspencer67@gmail.com> wrote:

Gentlemen:

After my meeting with Clay yesterday afternoon, I feel there is still a possibility that matters at Castlecomb can still be worked out in a non-adversarial manner provided:

1. I receive written confirmation from Clay to the effect that I can and am encouraged to communicate directly with Corey.
2. I receive a written commitment from Corey to stay focused and to stop sending his continuous streams of e-mails to governmental officials and residents of Castlecomb.

he can't stand
the truth.

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: MOU - Agreement in Principle
Date: September 22, 2017 at 11:33 AM
To: hartwillspencer67@gmail.com
Cc: ~~Clay Steadman~~ ~~Castlecomb~~

Dear Spencer,

Re: 1. I've spoken with Clay and he related your conversation from yesterday in his office. An email from him confirming his comments to you should be on its way soon. Clay Steadman is my criminal attorney and not my civil attorney, so I can therefore speak with you about any non-criminal matters.

Re: 2. Regarding emails, I do not mind backing off. I am and remain LASER FOCUSED. Keep in mind, please, that I have been in this sh*t show for over two years now, and I badly want it cleared up. I also feel for all the people in Castlecomb and want things resolved for their sake, too.

Could you, Mr. Hart, marshal your forces sufficiently to cease the stream of PUC (and other) complaints and harassing attacks I receive? Not only do I have to answer them, but the PUC is now heavily pressuring me to get a CCN and apply for water and sewer tariffs. The campaign of complaints has brought another govt agency into the equation, making the exit strategy that much more complex. The stream of complaints needs to stop. The defamations and assaults on my character need to stop as well. These complaints and attacks do nothing to advance our resolution but only serve to muddy the water and spread ill will.

The emails I have sent have been of various kinds, and largely due to a common complaint that I have not communicated enough and people do not know what is going on.

I have tried to shed some light on the septic controversy and my actions; to address general concerns brought to me by various residents; to keep officials like Tom Moser and Andrew Murr informed so they get a fuller picture of what is going on, and see that I am engaged and trying to help reach a solution.

Finally, this week's emails about bills: there is the fact that the mass non-payments have gotten so bad as to jeopardize basic functioning of the systems. At this point I literally have to ask people if they will pay or not.

I will, so long as good faith is shown to me and we are making progress, keep emails to what is needed to respond to operational issues. As the Trust is still the owner and still responsible, I do not think complete silence on my part is feasible or desirable. I cannot, however, remain silent in response to further attacks on my conduct or character. These will be answered.

I look forward to working further with you, Mr. Hart, and I believe we already have a basic agreement in principle. Let us go from there and take steps to solidify that agreement. I will write you separately with a proposal (an operating agreement or nominal lease) that speeds up the transition while avoiding the transfer problems while the State still holds open litigation against the Trust.

As you and Clay Steadman discussed, our agreement can be taken separately to the authorities to try and resolve the legal cases, as the DA was willing to do with an earlier proposal.

I hope this satisfies you, as I have been genuinely hopeful and optimistic that by being in direct contact we can get this resolved amicably and efficiently. I was grateful when you reached out, and have felt that our meeting, phone, and emails have been constructive.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

On Sep 22, 2017, at 08:08, <hartwillspencer67@gmail.com> <hartwillspencer67@gmail.com> wrote:

Gentlemen:

After my meeting with Clay yesterday afternoon, I feel there is still a possibility that matters at Castlecomb can still be worked out in a non-adversarial manner provided:

1. I receive written confirmation from Clay to the effect that I can and am encouraged to communicate directly with Corey.
2. I receive a written commitment from Corey to stay focused and to stop sending his continuous streams of e-mails to governmental officials and residents of Castlecomb.

he can't stand
the truth.

This does nothing but send mixed signals to all concerned.

If you cannot agree with the above, no further communication concerning the Agreement in Principle will be coming from me.

Kindest regards

Will Spencer-Ran

From: Castlecomb [mailto:castlecomb@gmail.com]

Sent: Thursday, September 21, 2017 9:26 AM

To: hartwillspencer67@gmail.com

Cc: Clay Steadman <csteadman612@gmail.com>

Subject: Re: MOU - Agreement in Principle

Will - Ethical constraints?

CoA

On Sep 21, 2017, at 08:23, hartwillspencer67@gmail.com wrote:

Dear Mr. Ahler

While I have attempted to speak to Clay Steadman in the past, he has failed to return my calls. Should you wish to pursue a non-adversarial course of action, I suggest that you have Mr. Steadman get into contact with me. Due to ethical constraints, I can no longer communicate with you directly, by email or otherwise.

regards,

Will Spencer-Ran

Cell 918-7590

From: Castlecomb [mailto:castlecomb@gmail.com]

Sent: Tuesday, September 19, 2017 9:18 AM

To: hartwillspencer67@gmail.com

Cc: Clay Steadman <csteadman612@gmail.com>

Subject: Re: MOU - Agreement in Principle

Dear Spencer,

I am sorry about missing it on Friday. I am not sure what info it is you are

I got your phone message late Friday. I am not sure what info it is you are requesting. I haven't heard back for Kerr Country Pump with a final analysis and plan about the booster pump.

What do you think of the suggested revisions to the MOU, and about making a general announcement to people about the HOA, it's activities, and the plan to go forward cooperatively with a timely transfer, pending the various legal issues can be resolved.

Let me restate that I would like to resolve this as soon as possible, but, I believe I cannot at this time make any transfer without the State dropping its claims against the Trust (and Hoover against me personally). Since the State is seeking both injunctive relief and penalties, the assets for the Trust — such as they are — are directly involved.

I've cc'd Mr. Steadman here although he is not my civil attorney, but so that he is up to date and, if needed, can relay info to Mr. Hoover.

Best,

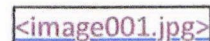
Corey Abel
Trustee

On Sep 12, 2017, at 13:57, hartwillspencer67@gmail.com wrote:

Dear Mr. Able:

Please see the attached draft. Please forward the legal descriptions as soon as possible.

Will Spencer Hart

 Virus-free. www.avast.com

<Ables MOU.docx>

From: hartwillspencer67@gmail.com
Subject: RE: Castlecomb Transition
Date: September 22, 2017 at 1:02 PM
To: Castlecomb castlecomb@gmail.com

Dear Mr. Able,

Thank you for the positive input concerning the immediate transfer of operations.

I'm going to get to work on a updated Memorandum of Understanding which I believe you and my clients will be able to move forward with. I plan to make this a working weekend as I will not be available to Monday, Tuesday or Wednesday.

It may be morning before I am able to send the revised MOU for your immediate review and comment.

Regards,

Will Spencer Hart

-----Original Message-----

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Friday, September 22, 2017 12:47 PM
To: hartwillspencer67@gmail.com
Subject: Castlecomb Transition

Dear Mr. Hart,

As we have discussed, I hope to work with you and homeowners to effect a transfer of ownership of the water and wastewater assets. However, I am concerned that a transfer of ownership at this time, due to the pending litigation, may not be possible to do quickly.

In light of that legal obstacle, I have been thinking about how to facilitate and speed up the transition, and came up with a potential shorter term solution. If the water supply corp is ready, it could sign either an operating agreement or something like a triple net lease -- for a nominal fee -- and take over full responsibility for the system and its operations.

Unless there are hidden obstacles I don't see, this may be a way to get a transition underway sooner rather than later, since we both know that the govt agencies involved march to their own slow beats. It could even have the advantage of demonstrating that our agreement in principle is something we're all firmly committed to.

Could you give this some thought, and consult your clients as needed?

Thank you,

Corey Abel
Trustee

This email has been checked for viruses by Avast antivirus software
<https://www.avast.com/antivirus>

my proposal to
speed things up
with an operating
agreement

AGREEMENT TO OPERATE
WATER AND SEWER/SEPTIC SYSTEM

This Agreement to Operate is for the purpose of setting forth the agreement entered into this day, by and between Castlecomb Trust (the "Trust") and Castlecomb Water Supply Corporation (the "WSC").

- well & septic*
- A. The WSC, was organized in accordance with Chapter 67 of the Texas Water Code, as a non-profit water supply company for the purpose of acquiring, taking over and operating the water and sewer/septic system (the "System") presently serving Castlecomb Subdivision and Kensington Subdivisions (the "Subdivisions").
- B. The Trust desires to transfer to the WSC the System which includes the real property necessary and dedicated for its operation as described on Exhibits "A" & "B" hereto.
- C. The Trust also desires to immediately transfer to the WSC the operation of the System and approximately \$50,000 of System receivables. 1 —
- D. Complete consummation of the transfer of the System to the WSC will or may require action by the regulatory authorities as set forth below (the "Regulatory Authorities") :
- (1) Kerr County's reinstatement or reissuance of the On-Site-Sewage Facility (OSSF) permit issued by the Upper Guadalupe River Authority in April 1987, permit # No. 86-322 and approval of its transfer to the WSC;
 - (2) The City of Kerrville's agreement to release or remove Castlecomb from the City's Certificate of Convenience and Necessity (CCN) or provide Water to the Subdivision;
 - (3) Issuance of a CCN to the WSC by the Public Utility Commission (PUC); and
 - (4) Cooperation from the TCEQ in expediting their approval of the transfer of the Water and Sewer Systems to the WSC.