

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties hereto agree that:

1. Effective October 1, 2017:

- (a) The parties will issue a general announcement about the progress being made, as exemplified by this agreement and the transfer of operations set forth herein.
- (b) WSC, with the support and agreement of the Trust, will receive, take and assume control of the operations of the System. The WSC's control includes full legal and financial control and responsibility for future maintenance and operation of the System. The WSC will exercise due diligence, good faith and use its best efforts to conduct all aspects of maintenance, repairs, all operating costs, property taxes, regulatory fees, and compliance with all applicable laws and regulations, and the cost of such compliance. Until such time as the System is fully and finally transferred to the WSC. Improvements, changes, or alterations to the System, may not be made without prior consent of the Trust which consent will not be unreasonably withheld.
- (c) WSC will immediately pay the outstanding electric bill owing to K-Pub in the amount of \$_____ and the outstanding invoice from Kerr Country Pump in the amount of \$_____; and will assume responsibility for tank resealing within 90 days, at a cost of \$7,500 to be paid through Kerr County Pump for its and its sub-contractors services. Corey Able, Trustee of the Trust expressly warrants that he has no knowledge of any other invoices or extraordinary maintenance issues are outstanding or within his knowledge at this time.
- (d) All of the approximate \$50,000 of System receivables claimed by the Trust against homeowners in the subdivision will automatically become assigned and transferred to the WSC. The Trust has a complete list and detail of the System Receivables and will cease all efforts to recover or collect such receivables.
- (e) The WSC in its capacity as operator of the System, will also bill and charge homeowners presently connected to and using the System a monthly charge set by the WSC at an initial rate of \$125 per month.

trying to pay only specific items

2

2. The complete transfer of ownership of the facilities necessary to the functioning of the System, along with title to the real estate committed to such purposes will be made once all necessary approval from the Regulatory Authorities has been obtained and pending legal actions by the State of Texas and other Regulatory Authorities against Corey Able, and the Castlecomb Trust are dismissed.

New demand put into DR's under Castlecomb despite 2003-2005 battle.

3. The parties will use their best efforts to obtain necessary permits and approval from the Regulatory Authorities of the transfer of the System and its operation to WSC. Each party agrees to submit such applications and other information to the regulatory authorities as may be necessary or required.
4. The Trust will cause the owner(s) of Kensington Subdivision to agree to and adopt the same Deed Restrictions as are then in effect for the Castlecomb Subdivision.
5. The parties hereto hereby waive any and all existing claims they may have against each other arising out of the matters included or relating to this Agreement to Operate.

Executed this ____ day of September, 2017.

Castlecomb Trust

By _____
Corey Able – Trustee

Castlecomb Water Supply Corporation

By _____
Chris Lee – President

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Progress relating to Castlecomb
Date: September 28, 2017 at 8:43 AM
To: hartwillspencer67@gmail.com



Dear Mr. Hart,

As I mentioned, the past weekend was very busy, and I've tried to spend some time to thoughtfully suggest minor revisions to this to protect myself as well as your clients.

Please see the attached draft. I have highlighted in yellow my changes for your convenience. These are suggestions as I try to work with you to achieve a shared aim, and we can discuss once you have read it over.

Concerning the HOA piece— I had earlier asked if there is some necessary relation between the WSC and the HOA, but it seems to me that an agreement between the Trust and WSC alone should suffice.

no reply given

On the issue of transfer of arrears before the transfer of the system, I am afraid that, after reflecting on it, we face the same problem as the real property assets — I shouldn't transfer what is an asset of the trust before the pending litigation is dismissed. What I suggest instead is an agreement not to pursue collections and to allow the WSC to collect funds to carry on operations, and, along with the well and septic lots, transfer the assets including receivables at the time I hope is not far ahead.

Corey Abel
Trustee



Operating
Agree...7.docx

On Sep 23, 2017, at 11:43, hartwillspencer67@gmail.com wrote:

Mr. Able:

I believe the attached is appropriate for what we are trying to accomplish.

Please get back to me ASAP.

Will Spencer Hart



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<Operating Agreement.docx>

OPERATING AGREEMENT "AGREEMENT TO OPERATE"

(or consider: "LEASE" ? at nominal \$1 / month; month-to-month; cancellable in case of regulatory roadblock or non-compliance of lessee)

BETWEEN

CASTLECOMB TRUST AND

CASTLECOMB WATER SUPPLY CORPORATION

This Operating Agreement 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") ~~with the approval of The Castlecomb Homeowner's Association, Inc (the "HOA").~~

- 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 system (the "System") presently serving Castlecomb ~~and Kensington~~ Subdivisions (the "Subdivisions").
- B. The Trust desires to transfer the System and its operation, together with the real property necessary and dedicated for its operation as described on Exhibits "A" (the well site) & "B" (the septic system), along with approximately \$50,000 of receivables ~~owed under the Deed Restrictions to the Castlecomb Subdivision~~, to the WSC.
- C. It appears that consummation of the transfer of the System to the WSC will or may require action by the regulatory parties as set forth below (the "Regulatory Parties") :
 - (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 the release or removal of Castlecomb from the City's Certificate of Convenience and Necessity (CCN);
 - (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.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties hereto agree to:

1. Effective October 1, 2017:

- (a) The parties will issue a general announcement about the progress being made, as exemplified by this agreement and the transfer of operations set forth herein.
- (b) WSC, with the support and agreement of the Trust, will assume control of the operations of the System.
 - (i) The "system" includes the above-mentioned well site and septic system in exhibits A & B.
 - (ii) The WSC's "control" includes full legal and financial responsibility for maintenance and operation of the System. At its own expense, the WSC shall conduct all aspects of maintenance, repairs, all operating costs, property taxes, regulatory fees, and compliance with all applicable laws and regulations, and the cost of such compliance. Improvements, changes, or alterations to the System, prior to such time that the System is fully and finally transferred to the WSC, may not be made without prior consent of the Trust. The WSC will use the System and the land sites on which said System rests, for their original and designed purposes and shall comply with all applicable laws and regulations.
- (c) WSC will immediately pay the outstanding electric bill owing to K-Pub in the amount of \$_____ ; the outstanding invoice from Kerr Country Pump in the amount of \$_____ ; assume responsibility for the completion of tank repairs and other compliance items, including timely commencement of tank resealing, at a cost of \$7500, to be paid through Kerr Country Pump for its services and its sub-contractors services, and assume all responsibilities as outlined in 1.b.ii.
- (d) The Trust will not seek to recover or collect Deed Restriction Fees receivables, provided that, and as long as, the WSC meets its responsibilities as described above, in 1.b, and 1.c. When the System is fully transferred, in accordance with the requirements of Para C (1-4) above, and para. 2, below, all of the approximate \$50,000 of receivables owed to the Trust by homeowners under the Castlecomb Deed Restrictions in the subdivision will automatically become assigned and transferred to the WSC.
- (e) The WSC in its capacity as operator of the System, will also bill and charge homeowners presently connected to and using the System a flat rate monthly charge set by the WSC.

2. The actual transfer of ownership of the facilities necessary to the functioning of the System, along with title to the real estate committed to such purposes, and the receivables owed to the Trust under the Castlecomb Deed Restrictions will be made once all necessary approval from the Regulatory Authorities has been obtained, and pending legal actions by the State of Texas, the District Attorney's Office of the 216th, the TCEQ, and the PUC against Corey Abel, and the Castlecomb Trust are dismissed.
3. The parties will use their best efforts to obtain necessary permits and approval from the Regulatory Authorities of the transfer of the System, its operation and adjoining real estate to WSC. Each party agrees to submit such applications and other information to the regulatory authorities as may be necessary or required.
4. The parties hereby waive any and all claims they may have against each other indemnify for matters arising out of the matters included or relating to this operating Agreement. {unclear.}

Executed this ____ day of September, 2017.

Castlecomb Trust

By _____
Corey Abel – Trustee

Castlecomb Water Supply Corporation

By _____
Chris Lee – President

Approved: _____ Castlecomb Homeowner's Association, Inc

By _____
Barrett Guizaro – President

From: **Castlecomb** castlecomb@gmail.com
Subject: **Re: WSC responsibility**
Date: **September 28, 2017 at 3:59 PM**
To: hartwillspencer67@gmail.com



Dear Mr. Hart,

I had assumed that the transition to the WSC, even an interim arrangement such as we have recently discussed, would involve a sharing of information on the system, and working with the WSC to make that transition as smooth as possible. You already know of the major issues at this time. Besides the tank repair, there are no major issues I am aware of. I have not heard from the operator about the booster pump, but a new pump, should one be needed, is far less than the tank repair. Once again, if the homeowners had paid what they owe, these items would be taken care of immediately and without any interruption of service. It would be seamless, and invisible from the homeowners' point of view, as have past efforts on my part.

You seem to be making some large assumptions about costs involved in operating the system, even though you admit these are "undetermined." The fact is, the operation of a system such as this involves some unknowns. Even after I go over the operations and current status with the WSC, the fact is you do not know when a pump will go out, or some other issue will arise. These have to be dealt with as they come.

When you approached me in July, you said my April proposal was a good starting point. That proposal was for the system only (and arrears). And, I thought that in our discussions, and in the recent MOUs you drafted, the System and receivables were all that was on the table.

In adding some proposed language on full responsibility, I have only tried to make explicit what I think is already contained in "operation" and "control." Could you please clarify what your understanding of what the WSC would be doing, if it receives revenue and operates, yet does not take responsibility for same?

Very Best,

Corey Abel

On Sep 28, 2017, at 09:34, hartwillspencer67@gmail.com wrote:

Dear Mr. Able:

In order for the WSC to accept "full responsibility for every aspect of the operations, full financial responsibility, and ...the cost of compliance." The WSC will require full and complete disclosure from you of the status of the facilities, its operational and financial issues; a complete list or the receivables claimed and the conveyance by Castelcomb Trust and Tubosh of the remaining lot you own in the subdivision, along with the adjoining 22 acre (+/-) tract.

It appears, there will be further work to be done on the system, which will require some an undetermined amount of the additional real estate. It appears the balance will in all probability need to be sold to provide needed capital reserves for the WSC.

I am otherwise occupied this morning, but this afternoon, I plan to prepare a revised "Agreement to Operate" implementing many of the changes suggested by you.

Regards,

Will Spencer Hart

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

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Tuesday, September 26, 2017 2:43 PM
To: hartwillspencer67@gmail.com
Cc: tmoser@co.kerr.tx.us; Andrew Murr <andrew.murr@house.texas.gov>
Subject: WSC responsibility

Dear Mr. Hart,

I have been working on the draft you sent me and I feel we have a basic agreement in place.

One issue that I want to clarify is that as the WSC assumes control, this includes full responsibility for every aspect of the operations, full financial responsibility, and this includes the costs of compliance.

Following an inspection last year, the TCEQ found some minor violations. Unfortunately, I had problems with my previous well operator. But after changing operators, these have nearly all been quickly corrected. The last one, and it is important, is to reseal the storage tank.

This is again an issue that would be easy to address if all homeowners were paid in full. Since they are not, the Trust cannot afford the \$7,500 for the job. Kerr Country Pump is ready to go and has even moved a temporary tank on site, and the contractor is ready to go in a matter of days.

With cooperation from the WSC, I hope Kerr Country Pump and the tank repair company can be given the go-ahead. The WSC will need to marshal the funds for this repair, as a first step to making the transition we've discussed.

I will cooperate, help, liason between the WSC and both Kerr Country and the TCEQ, but the strike on deed restriction payments has rendered this yet another critical issue.

Very Best,

Corey Abel
Trustee

Cc:
Comm. Tom Moser
Rep. Andrew Murr

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<https://www.avast.com/antivirus>

**AGREEMENT TO OPERATE
WATER AND SEWER/SEPTIC SYSTEM**

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

- 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.
- 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.

NOW. THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties hereto agree that:

1. Effective October 1, 2017:

- (a) The parties will issue a general announcement about the progress being made, as exemplified by this agreement and the transfer of operations set forth herein.
- (b) WSC, with the support and agreement of the Trust, will receive, take and assume control of the operations of the System. The WSC's control includes full legal and financial control and responsibility for future maintenance and operation of the System. The WSC will exercise due diligence, good faith and use its best efforts to conduct all aspects of maintenance, repairs, all operating costs, property taxes, regulatory fees, and compliance with all applicable laws and regulations, and the cost of such compliance. Until such time as the System is fully and finally transferred to the WSC. Improvements, changes, or alterations to the System, may not be made without prior consent of the Trust which consent will not be unreasonably withheld.
- (c) WSC will immediately pay the monthly electric bill owing to K-Pub and the outstanding invoices from Kerr Country Pump in the amounts of \$817.63 and \$493.00; and will assume responsibility for tank resealing within 90 days, at a cost of approximately \$7,500 as estimated by Kerr County Pump. Corey Able, Trustee of the Trust expressly warrants that he has no knowledge of any other invoices or extraordinary maintenance issues outstanding or within his knowledge at this time. In summary, the WSC agrees to immediately pay the bills, and Corey Able Trustee warrants that he has no knowledge of extraordinary maintenance issues, and will provide guidance on normal operations to be taken up by the WSC.
- (d) All of the approximate \$50,000 of System receivables claimed by the Trust against homeowners in the subdivision will automatically become assigned and transferred to the WSC. The Trust has a complete list and detail of the System Receivables and will cease all efforts to recover or collect such receivables.
- (e) The WSC in its capacity as operator of the System, will also bill and charge homeowners presently connected to and using the System a monthly charge set by the WSC at an initial rate of \$125 per month.

*trying to
itemize*

2. The complete transfer of ownership of the facilities necessary to the functioning of the System, along with title to the real estate committed to such purposes will be made once all necessary approval from the Regulatory Authorities has been

obtained and pending legal actions by the State of Texas and other Regulatory Authorities against Corey Able, and the Castlecomb Trust are dismissed.

3. The parties will use their best efforts to obtain necessary permits and approval from the Regulatory Authorities of the transfer of the System and its operation to WSC. Each party agrees to submit such applications and other information to the regulatory authorities as may be necessary or required. The WSC agrees to cover the costs of permit applications and all other regulatory filings made by the WSC.

?



4. The Trust will cause the owner(s) of Kensington Subdivision to agree to and adopt the same Deed Restrictions as are then in effect for the Castlecomb Subdivision.

5. The parties hereto hereby waive any and all existing claims they may have against each other arising out of the matters included or relating to this Agreement to Operate.

Executed this ____ day of September, 2017.

Castlecomb Trust

By _____
Corey Able – Trustee

Castlecomb Water Supply Corporation

By _____
Chris Lee – President

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Agreement To Operate
Date: October 1, 2017 at 3:15 PM
To: hartwillspencer67@gmail.com



Dear Mr. Hart,

I look forward to getting a resolution to the matters at Castlecomb we have been discussing, and I appreciate the efforts you have made. While I hope for a speedy resolution, my defense attorney needs to meet with Mr. Hoover. I do not have control over when that meeting can take place. Since I cannot control the meeting time (or times), I can't make you a promise by the deadline you have unilaterally demanded.

Very Truly,

Corey Abel
Trustee

On Sep 30, 2017, at 12:50, <hartwillspencer67@gmail.com> <hartwillspencer67@gmail.com> wrote:

Dear Mr. Able:

Please be advised that the offer made by Castlecomb Water Supply Corporation to you contained in the Agreement to Operate as E-mailed to you at 3:15 pm yesterday will terminate unless accepted as of the close of business on Monday October 2, 2017.

Should you decide to accept the offer, please sign, scan and return the scan of the signed Agreement to me or Brandon Miller via e-mail before the close of business Monday.

Sincerely,

Will Spencer Hart



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From: **Castlecomb** castlecomb@gmail.com
Subject: deed restriction clause
Date: October 2, 2017 at 9:31 AM
To: hartwillspencer67@gmail.com

Dear Mr. Hart,

I am hopeful a good meeting will occur today between my defense counsel and Mr. John Hoover, and we can look forward to a resolution soon, something I think everybody wants.

There is a problem I didn't notice Friday, when the issue was first raised to have the Trust add homes to the Castlecomb Deed restrictions. After reflecting, I realized an obvious point. The Trust cannot do that. It's relationship is to the 7.92 AC of Castlecomb, and not to Tobusch's property.

When we spoke Friday with Brandon Miller and Chris Lee on the phone, your clients raised two points about the lack of DRs for the Kensington subdivision. One is that there is no stated declaration of standards -- junk cars, etc -- the other was the \$10 per month contribution for groundskeeping.

While I am no fan of DRs (as I've mentioned), I want to help the community where there is obviously some feeling that this is an issue. I have given this some thought over the weekend. It seems the best and maybe only way to meet these goals, is to have Tobusch restrict its properties with separate DRs that mimic those historically in place in Castlecomb. These were the rules your clients referenced. For the fees, a simple contract could be set up.

As you may know, a lawsuit was filed and won by homeowners against having modular homes in Castlecomb. In 2005 the Court ruled that a small addition to deed restrictions was 'unreasonable' because it allowed modulares, even though it maintained the historic prohibition against mobile homes. In other words, it quite specifically targeted modulares. In 2013, as a good will gesture to the community, as Trustee of Castlecomb Trust I removed that language in the 5th Amended DRs. Also, the Settlement that created Kensington as a separate subdivision was precisely done to avoid extending Castlecomb DRs across Kensington Blvd.

Since a change to the DRs affects every homeowner, and there were multiple plaintiffs fighting to exclude modulares in the Castlecomb subdivision (most of whom still live there), it could be extremely controversial to effectively reverse that earlier decision. And it may be inexplicable to many as to why such a reversal would be contemplated. I have no indication if this is a move that has been subject to broad debate and approval by everyone affected. Since a court ruled on excluding modulares from Castlecomb, there is the additional possibility that the move would simply be illegal.

For these reasons, a set of separate Tobusch DRs seems the best solution, as I try to accommodate what you and your clients are requesting.

I remain, as always, dedicated to working through the issues involved expeditiously and amicably.

Very Sincerely,

Corey Abel
Trustee

if
2004-05
swift

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Agreement To Operate
Date: October 2, 2017 at 3:18 PM
To: hartwillspencer67@gmail.com



Dear Mr. Hart,

I have just been updated by my defense attorney, and understand there have been a number of calls today among the various people engaged in this matter. From my understanding, the Asst. DAs office sees it as a positive sign that we are very close to a resolution.

Unfortunately, because Mr. Hoover needs to contact other officials, he apparently will not be able to give an answer on the issue of dismissal of the criminal charge against me until Friday. Is that what you understand to be the case?

I hope therefore that you will agree to keep our discussions open at least until Friday October 6, close of business.

I remain very interested in working toward a resolution of this matter, and I believe the approach we have been working on is the best for the community among the available options.

Best Regards,

Corey Abel
Trustee

On Sep 30, 2017, at 12:50, <hartwillspencer67@gmail.com> <hartwillspencer67@gmail.com> wrote:

Dear Mr. Able:

Please be advised that the offer made by Castlecomb Water Supply Corporation to you contained in the Agreement to Operate as E-mailed to you at 3:15 pm yesterday will terminate unless accepted as of the close of business on Monday October 2, 2017.

Should you decide to accept the offer, please sign, scan and return the scan of the signed Agreement to me or Brandon Miller via e-mail before the close of business Monday.

Sincerely,

Will Spencer Hart



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From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Final draft
Date: October 6, 2017 at 1:57 PM
To: hartwillspencer67@gmail.com



Dear Mr. Hart,

I believe that working together, we have come up with a solid operating agreement between Castlecomb Trust and Castlecomb Water Supply Corp. As I remain hopeful that we will soon finalize that agreement, I would like to clarify what exactly it is about the deed restrictions issue (DRs) that is considered "non-negotiable" by your clients. Having not heard anything regarding DRs for the Kensington neighborhood throughout our discussions beginning July 23, up until last Friday September 29, I am surprised to now find that this is a "non-negotiable" issue.

You added to the latest draft of the agreement: "The Trust will cause the owner(s) of Kensington Subdivision to agree to and adopt the same Deed Restrictions as are then in effect for the Castlecomb Subdivision.

The line is, to me, unclear. What does "same DRs as" mean here? The Castlecomb DRs cannot be adopted by Kensington, since Castlecomb's DRs prohibit modular homes. However, a near identical set could be adopted by the Kensington Subdivision. The DRs would differ in that Kensington is made up of modulars so these would of course have to be allowed in Kensington.

Also, two smaller points: the Trust cannot "cause" DRs to be adopted in Kensington, but could request Tobusch restrict the properties, and be assured of a cooperative response from Tobusch. In addition, the phrase "then in effect" is very unclear.

Perhaps you could write to explain more clearly what this clause hopes to achieve, and I could try to work to satisfy this concern. I already put forward one solution earlier this week, on which you have not commented. But I have realized as I reflect on this issue, that maybe I haven't understood the meaning of the clause itself.

It occurs to me that perhaps there is some issue with the Castlecomb DRs themselves which your clients would like to address? I would be happy to discuss any such issue.

I hope that we will continue to work diligently and cooperatively toward a resolution.

Sincerely,
Corey Abel
Trustee
Castlecomb Trust

On Oct 3, 2017, at 15:58, hartwillspencer67@gmail.com wrote:

Dear Mr. Able:

I spoke with my directors. This point is non-negotiable.

Will Spencer Hart

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

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

Sent: Tuesday, October 3, 2017 4:50 PM

To: hartwillspencer67@gmail.com

Subject: Final draft

Dear Mr. Hart,

Since your reaching out to me in late July we have made more progress than others managed in many months toward getting a resolution in Castlecomb. I look forward to getting things finalized, and want to thank you for your time and energy spent on it.

Yesterday I outlined a problem in the clause, introduced Friday, about deed restrictions, and I tried to address it. I was hoping to hear from you today, although I am sure you must be busy. So I'll find time this evening to make the adjustments to the latest draft so as to deal with what I take is the last remaining issue, and send it to you Wednesday morning.

All Best,

Corey Abel
Trustee

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

From: **Castlecomb** castlecomb@gmail.com

Subject: Re: Still Due

Date: November 1, 2017 at 11:51 AM

To: **Brandon Miller** goldstarsafety1@gmail.com, **Christopher F. Lee** Christopher.Lee@kerrvilletx.gov, **Chris Lee** c.lee5806@icloud.com, **Jerry Weaver** jerrydweaver@yahoo.com

Cc: **Kerr Country Pump** kerrpump@hctc.net, **Spencer Hart** hartwillspencer67@gmail.com



Gentlemen,

Again, this is a bill we already discussed, and which needs to be paid. Again, per our earlier discussions, I hope this will not be a problem.

Best,

Corey Abel
Trustee

On Oct 30, 2017, at 1:33 PM, Kerr Country Pump <kerrpump@hctc.net> wrote:

Kerr Country Pump Company LP

Invoice *Due:09/28/2017*
18887

Amount Due: **\$493.00**

Dear Customer :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

Kerr Country Pump Company LP

<Inv_18887_from_Kerr_Country_Pump_Company_LP_928.pdf>

From: hartwillspencer67@gmail.com
Subject: RE: Canseco; info request
Date: November 13, 2017 at 9:40 AM
To: Castlecomb castlecomb@gmail.com

Dear Mr. Able:

I always made it clear who I represented. If Ms. Canseco was in doubt, she would have made inquiry. From what I could tell Brascomb performed in a most professional manner. As you stated, I have been "perfectly frank" with you.

Frankly,

Will Spencer Hart

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

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Friday, November 10, 2017 4:16 PM
To: Spencer Hart <hartwillspencer67@gmail.com>
Subject: Canseco; info request

Dear Spencer,

I write to you today with a topic unrelated to our hopefully soon-to-be-finalized arrangements on the system transfer.

What I would like to know is whether, in the course of your meeting, calls, or other correspondence with Ms. Susana Canseco, she ever bothered to inquire who (or what) you represent. When I asked you, you were perfectly frank with me. But when I asked her, she could never answer the question, and repeatedly tried to brush it aside as being of no importance. Of course, I simply desired to know who I was dealing with, who was 'across the table', so to speak.

So: Did she ask you who you represent? If she did, did you answer her clearly and let her know?

Thanks so much for answering this simple question. It will very helpful as I continue to review Branscomb's performance. I am mystified as to why such a simple piece of information was impossible to extract from Ms. Canseco.

Very Best,

Corey Abel
Trustee, &tc.

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<https://www.avast.com/antivirus>

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: KPUB 2 most recent
Date: November 13, 2017 at 9:36 AM
To: **Brandon Miller** goldstarsafety1@gmail.com
Cc: **Christopher F. Lee** Christopher.Lee@kerrvilletx.gov, **Chris Lee** c.lee5806@icloud.com, **Jerry Weaver** jerrydweaver@yahoo.com, **Spencer Hart** hartwillspencer67@gmail.com



Brandon,

I've had a busy weekend but will get back to you on this soon.

As I have said several times, I envision a meeting / teleconference where we go over all the usual expenses and the range of contingencies the WSC should budget for. I don't see why you want to ask about one item at a time.

- Please be advised that a State required round of testing is soon due that will cost \$750, and be prepared to pay it (or pay deed restriction fees so the Trust can pay it). I was contacted by the lab out of Houston, and told them to contact Kerr Country Pump to schedule.
- Did you guys meet with Kerr Country Pump last week and make provisions for payment and on-going service?
- Have you had your inspector to the site?
- Was there a warning light (the old panel had one and I didn't notice but assume the new one does, as I think is required)? What was it about? Did you have it checked out and taken care of?
- I sent another revised agreement draft after our chat a week ago, which I believe expressed our current and agreed understanding. Is there any reason you think it is not signable and final?

If there are further issues you feel need to be discussed, maybe a meeting at the ADR for a non-binding mediation would allow us to wrap up in a timely fashion and get this deal done.

Best,

Corey ABEL
Trustee

They refused/would not answer.

On Nov 10, 2017, at 08:50, Brandon Miller <goldstarsafety1@gmail.com> wrote:

Corey,

What is the average monthly KPUB bill?

Brandon

On Wed, Nov 1, 2017 at 1:11 PM, Castlecomb <castlecomb@gmail.com> wrote:

Gents,

Although in our discussion, the water corp representatives have agreed to pay bills including KPUB, there are enough people still current on deed restriction fees that the Trust was able to pay last month and this month's bills. I will you know if that changes, and hope we can finalize an agreement soon to resolve this situation.

Regards,

Corey Abel
Trustee

--
Brandon Miller
Gold Star Safety
(830) 377.5156

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").

- bell +
8/8/87 ←*
- 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 "Systems") 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 transfer to the WSC the operation of the System and approximately \$50,000 of receivables, pending guarantees of good faith performance by the WSC, and recourse in the event of failure.
 - 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.

1

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties hereto agree that:

AGREEMENT TO OPERATE
WATER AND SEWER/SEPTIC SYSTEM

1. Effective _____ 2017:

- (a) The parties will issue a general announcement about the progress being made, as exemplified by this agreement and the transfer of operations set forth herein.
- (b) WSC, with the support and agreement of the Trust, will assume operation of the System. The WSC's control includes full legal and financial control and responsibility for future maintenance and operation of the System. The WSC will exercise due diligence, good faith and use its best efforts to conduct all aspects of maintenance, repairs, all operating costs, property taxes, regulatory fees, and compliance with all applicable laws and regulations, and the cost of such compliance. Until such time as the System is fully and finally transferred to the WSC, improvements, changes, or alterations to the System, may not be made without prior consent of the Trust, which consent will not be unreasonably withheld.
- (c) WSC will pay all bills due, and forthcoming, owed by or charged to the Trust for operation of the Systems. The Trust will provide guidance on all vendors and accounts, and make a warrant regarding any outstanding maintenance issues known at the time of transfer.

2 _____

November
Another
new clause!
another attempt
to take land.

- (d) Land agreement
 - I. During the course of operations of the Community septic system, when the system must be replaced the Castlecomb Water Supply Corp; will work with an engineer, local and state officials to utilize the existing land the current system is on. If circumstance dictate the system must be installed in a different location, Tobusch LLC, will work with the CWSC to purchase the needed land at a fair and reasonable price.
 - II. If Tobusch LLC; elects to sell any of the undeveloped property near the current septic system, the Castlecomb Water Supply Corp will be given notice the opportunity to conduct an engineer survey and work with local and state officials on an approved site to place a future system, and given the option to purchase the needed property at a fair and reasonable price.

AGREEMENT TO OPERATE
WATER AND SEWER/SEPTIC SYSTEM

- (e) When the System transfer is consummated, the approximate \$50,000 of System receivables owed under the Castlecomb Deed Restrictions to the Trust by homeowners in the subdivision will become assigned and transferred to the WSC. Prior to that time, the Trust will abate collection efforts. The receivables to be finally transferred are to be set off against receivables already used by the WSC in the execution of its functions, as described in 1.b. The Trust has a complete list and detail of the System receivables and will cease efforts to recover or collect such receivables.
 - (f) The WSC in its capacity as operator of the System, will also bill and charge homeowners presently connected to and using the System in Castlecomb and Kensington Subdivisions a monthly charge set by the WSC at a rate of \$125 per month.
2. The complete transfer of ownership of the facilities necessary to the functioning of the System, along with title to the real estate committed to such purposes will be made once all necessary approval from the Regulatory Authorities has been obtained and all pending or contemplated legal actions by the State of Texas, District Attorney, the Texas Attorney General, Public Utility Commission of Texas, and other political entities, subdivisions of the State, or regulatory agencies against Corey Abel, and the Castlecomb Trust are dismissed.
 3. The parties will use their best efforts to obtain necessary permits and approval from the Regulatory Authorities of the transfer of the System and its operation to WSC. Each party agrees to submit such applications and other information to the regulatory authorities as may be necessary or required. The WSC agrees to cover the costs of any permit applications and all other regulatory filings.
 4. To ensure that Kensington and Castlecomb Subdivisions are similarly governed under similar deed restrictions, Tobusch LLC, will enter Kensington Deed Restrictions as herein attached. The Kensington Subdivision will have no HOA until a merger is effected with Castlecomb HOA effective Dec. 31 2019, or at the time these properties pass to a new owner, whichever is sooner, and provided, that the Deed Restrictions may not be enforced in any manner, nor membership fees charged, and no lien shall exist in favor of any HOA prior to this time.
 5. The parties hereto hereby waive any and all existing claims they may have against each other arising out of the matters included or relating to this Agreement to Operate.

Executed this ____ day of December, 2017.

AGREEMENT TO OPERATE
WATER AND SEWER/SEPTIC SYSTEM

Castlecomb Trust

By _____
Corey Abel – Trustee

Castlecomb Water Supply Corporation

By _____
Chris Lee – President

From: **Castlecomb** castlecomb@gmail.com
Subject: Lawyer for Castlecomb WSC and fledgling 'HOA club'
Date: December 11, 2017 at 3:14 PM
To: goldstarsafety1@gmail.com, c.lee5806@icloud.com, Christopher Lee@kerrville.tx.gov, hartwillspencer67@gmail.com, clay.morehead@keg1llc.com, jerrydweaver@yahoo.com, bqguzardo@yahoo.com, rhipps@earthlink.net
Cc: tmoser@co.kerr.tx.us, andrew.murr@house.texas.gov, Amy.Davis@oag.texas.gov
Bcc: csteadman612@hotmail.com

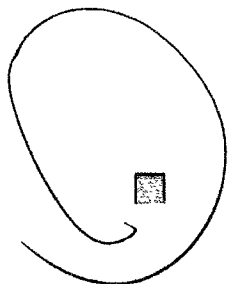
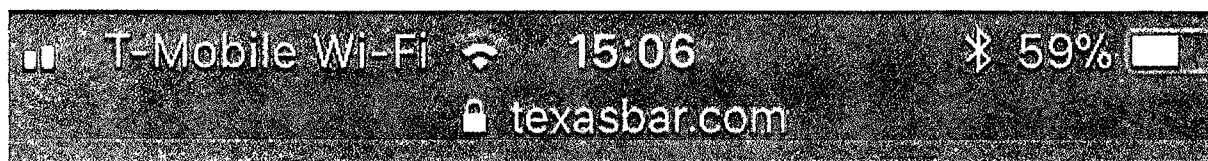
Dear All:

How long has Mr. Hart been ineligible to practice law? (The red square means 'ineligible').

Does any practicing attorney represent the homeowners at this point?

Thanks,

Corey ABEL
Trustee
Castlecomb Trust



WILLIAM S. 'SPENCER' HART

Primary Practice Location: Kerrville, TX

Practice Areas: ADR, Business, Construction, Creditor-Debtor, Litigation: Commercial, Oil & Gas, Public Utility, Real Estate, Wills-Trusts-Probate

From: **Castlecomb** castlecomb@gmail.com
Subject: Fwd: Lawyer for Castlecomb WSC and fledgling 'HOA club'
Date: February 16, 2018 at 6:07 PM
To: Amy.Davis@oag.texas.gov, Mary.Smith@oag.texas.gov, caroline.sweeney@lceq.texas.gov, Taylor.Kilroy@puc.texas.gov



Greetings, All.

Here below is Mr. Spencer Hart saying he retired Oct. 1, 2018. I have emails of him claiming to act and speak as the legal representative of the "Castlecomb WSC" after this date. He is still being CC'd on communications routinely.

He has a very close family connection to Castlecomb owner Barrett Guzardo, who would have been a direct beneficiary of the DAS "offer" to settle this by transferring Tobusch LLC property, which I've mentioned several times.

Best,

Corey ABEL
Trustee

Begin forwarded message:

From: <hartwillspencer67@gmail.com>
Date: December 12, 2017 at 07:50:05 MST
To: "Castlecomb" <castlecomb@gmail.com>, <goldstarsafety1@gmail.com>, <c.lee5806@icloud.com>, <Christopher.Lee@kerrvilletx.gov>, <clay.morehead@keg1llc.com>, <jerrydweaver@yahoo.com>, <bgguzardo@yahoo.com>, <rphipps@earthlink.net>
Cc: <moser@co.kerr.tx.us>, <andrew.murr@house.texas.gov>, <Amy.Davis@oag.texas.gov>
Subject: RE: Lawyer for Castlecomb WSC and fledgling 'HOA club'

All:
I resigned from the practice of law on October 1, 2017.
Merry Christmas to all.
Sincerely,
Will Spencer Hart

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

From: Castlecomb [<mailto:castlecomb@gmail.com>]
Sent: Monday, December 11, 2017 4:15 PM
To: goldstarsafety1@gmail.com; c.lee5806@icloud.com; Christopher.Lee@kerrvilletx.gov; hartwillspencer67@gmail.com; clay.morehead@keg1llc.com; jerrydweaver@yahoo.com; bgguzardo@yahoo.com; rphipps@earthlink.net
Cc: moser@co.kerr.tx.us; andrew.murr@house.texas.gov; Amy.Davis@oag.texas.gov
Subject: Lawyer for Castlecomb WSC and fledgling 'HOA club'

Dear All:

How long has Mr. Hart been ineligible to practice law? (The red square means 'ineligible').

Does any practicing attorney represent the homeowners at this point?

Thanks,

Corey ABEL
Trustee
Castlecomb Trust

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

needs to be done, scheduling work, etc. in essence, we have established an informal management arrangement as we finalize details hopefully by the end of the week for the full transfer of operations.

Thank you for your prompt, professional and courteous service for Castlecomb Trust these past few months.

I have CC'd the three WSC Board Members here so you have their email contacts.

Best,

Corey ABEL
Trustee
Castlecomb Trust

On Nov 3, 2017, at 10:55, Kerr Country Pump <kerrpump@hctc.net> wrote:

Mr. Able:

Unfortunately, I cannot continue to do business with you. Let this be your notice that we will no longer maintain the water system at Castlecomb and we will not be able to be the water system operator. If the account is brought current, we will be more than happy to take care of the system.

Our services cease on October 31, 2017 and we will notify TCEQ on Monday November 6, 2017 if the account has not been brought current.

Sincerely,

Greg Howard
Kerr Country Pump
[830-257-4107](tel:830-257-4107)
[830-739-2350](tel:830-739-2350) Cell

From: **Castlecomb** castlecomb@gmail.com
Subject: DSHS bill
Date: December 21, 2017 at 10:58 AM
To: c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, goldstarsafety1@gmail.com, jerrydweaver@yahoo.com

Attached, please find bill for \$102.65 from DSHS.

* As I have said before, I can take care of this if you all and the rest of the neighborhood meet your deed restriction obligations, but if you won't pay the Trust, then please get this taken care of.

Is Mr. Hart still being copied because he is still acting as counsel for the WSC and HOA?

Best,

Corey ABEL
Trustee

even PUC agreed w/ this

DSHS CENTRAL LAB MC2004
P O BOX 149347

AUSTIN, TX 78714-9347

CASTLECOMB WATER SYSTEM (112017)
2530 EUDORA ST
DENVER, CO 80207-3215

Account # CEN.CD2420_112017 PWS ID#1330163 Date: 12/04/2017

This is your statement for 2017

DESCRIPTION	Amount
Charges this period ----->	102..
Total Balance Due ----->	102..

Account# CEN.CD2420_112017

Please make checks payable to : DSHS CENTRAL LAB MC2004
and include this statement with payment

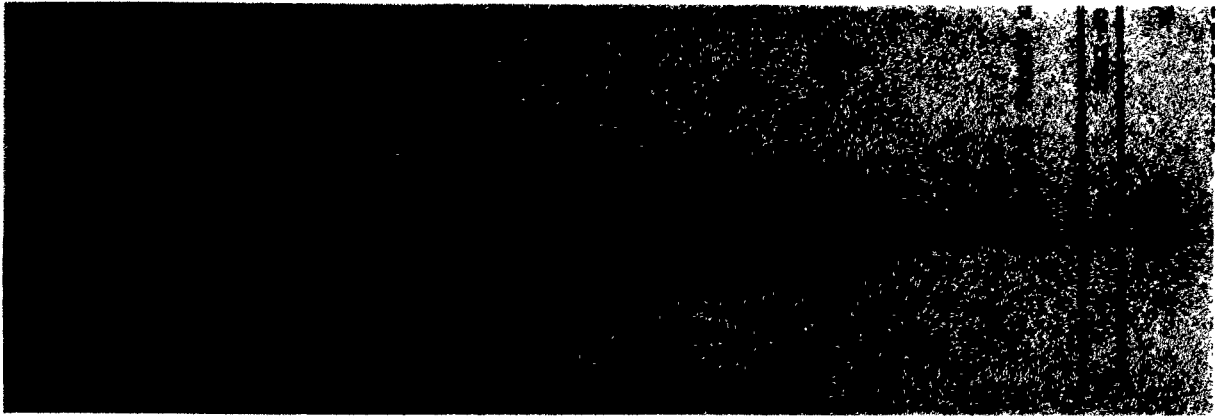
Mail to : DSHS CENTRAL LAB MC2004
P O BOX 149347
AUSTIN, TX 78714-9347

Please feel free to contact DSHS CENTRAL LAB MC2004 billing department @ 512-776-7317 if you have been billed in error or if you have any questions concerning your statement. Thank you!

Account # CEN.CD2420_112017

Date: 12/04/201

DATE	CPT#	TICKET	UNIT	LIST	OPEN	DESCRIPTION
TCEQ ID:1716241/ID# 11/15/17	EZZ00 EZZ0016A	DOB AB04877	SSN#	1 102.25	102.25	ROUTINE WATER
				TOTAL	102.25	



From: Chris Lee c.lee5806@icloud.com
Subject: Re: agreement / engineering
Date: February 6, 2018 at 7:07 PM
To: Castlecomb castlecomb@gmail.com
Cc: Jerry Weaver jerrydweaver@yahoo.com, goldstarsafety1@gmail.com, Spencer Hart hartwillspencer67@gmail.com

+4 months after
loss of license



of course
it will be,
as I've
told
everybody
many
times.

Corey,

In an effort to stay on track and get an agreement finished and in place, We have visited with Hardin Plumbing and a sub-contractor by the name of Charlie Diggs that is familiar with the type of larger systems that will be required for Castlecomb. One of his biggest concerns is the type of system we may be required to put in due to gallons per day the residents are using. He believed that it would fall into a municipal type system.

We spoke in some broad terms about what a new system might look like if the time came. He stated that when we were ready he could come in a do an on site survey and put something together. As you know this will come at a cost and we are working to get the other bills and issues taken care of first.

We, like you, must work through county and state regulations in regards to the entire water and wastewater system and the requirements that would be in place for a complete new system with regulations that where not in place when the current system was installed.

As far as the CCNs we are working with the PUC to set up the CCN with the Septic and still working on a solution with the city about the CCN for the water.

If and when the time comes to talk replacement we would love for you to share this money saving propoosition from your engineer. In the end everyone will benefit from lower cost.

On a side note, is there something wrong with the agreement, or is there anything that you are hesitant to agree to. I would like to focus on that piece and finish what is so close to being complete.

Chris

On Feb 6, 2018, at 11:32 AM, Castlecomb <castlecomb@gmail.com> wrote:

It relates to our agreement because my engineer has a plan that could saved two hundred thousand dollars (if any renovation is actually needed). And that translates into hundreds of dollars in monthly charges.

I've run the numbers for a full system rebuild, with financing costs, and the result is a combined water/sewer cost of just over \$500 per home, not including monthly water usage charges of \$30-50 additional.

If you don't have a good plan for a much cheaper alternative, either your WSC or my own new WSC will have to give the neighborhood some pretty upsetting news.

Best,

Corey Abel
Trustee

On Feb 6, 2018, at 08:46, Chris Lee <c.lee5806@icloud.com> wrote:

It's not a secret but I'm unsure how it relates to our agreement.

Sent from my iPhone

On Feb 5, 2018, at 6:05 PM, Castlecomb <castlecomb@gmail.com> wrote:

Great to hear. What is your engineer's name? Is it some kind of State secret?

Corey Abel
Trustee

On Feb 5, 2018, at 10:52, Chris Lee <c.lee5806@icloud.com> wrote:

Corey,
We have one that if needed can evaluate the system. And we are looking at all aspects of the system and what all cost could potentially be. We look forward to seeing a signed agreement soon.

Chris Lee

Sent from my iPhone

On Feb 5, 2018, at 11:48 AM, Castlecomb <castlecomb@gmail.com> wrote:

Thanks for the clarification, Chris. You guys had an engineer who was going to do a site visit though, right?

Also, based on Richard Hyde's October 2016 letter, the system is operational and permitted. So why has the discussion of replacement run on the way it has?

I plan to get you the agreement back soon. The holidays and a very busy January have slowed me down.

Corey Abel
Trustee

On Feb 5, 2018, at 10:25, Chris Lee <c.lee5806@icloud.com> wrote:

Corey,
We don't have an engineer study saying one way or the other. This is us thinking that if we need more property that you would be willing to have open conversation when the time comes and that it would be at a reasonable price.

Chris Lee

Sent from my iPhone

On Jan 29, 2018, at 11:04 AM, Castlecomb <castlecomb@gmail.com> wrote:

All:

I hope you all had joyful and relaxing Christmas holidays.

We seem to be basically in agreement, and I have just a couple questions.

The request for some minimal acreage suggests to me that you guys and your engineer are planning to install spray head dispersal units. It is something the Trust has looked at. And I've been told such a system could need more or maybe less territory than the existing drain filed, depending on various factors. Anyway, it occurs to me we are so close to an agreement that the whole "interim/transition" idea may be something we pass over at this point. I thought it would help if I spoke with your engineer (in a joint call with you all if you want, whatever weeks) and we try to sort out the potential space requirements, for whatever is envisioned to be done.

Does that sound good? Could you please furnish me the name and contact of your engineer?

Best,

Corey Abel

On Dec 22, 2017, at 3:20 PM, Castlecomb <castlecomb@gmail.com> wrote:

I, along with the rest of a Western Christendom, am shutting down now for the Holidays.

Merry Christmas!

We'll be in touch in early January.

Very Warmest to you and yours,

Corey ABEL
Trustee

On Dec 21, 2017, at 12:23, Jerry Weaver <jerrydweaver@yahoo.com> wrote:

Any news on the agreement?

Sent from my iPhone

On Dec 21, 2017, at 11:58 AM, Castlecomb <castlecomb@gmail.com> wrote:

Attached, please find bill for \$102.65 from DSHS.

As I have said before, I can take care of this if you all and the rest of the neighborhood meet your deed restriction obligations, but if you won't pay the Trust, then please get this taken care of.

Is Mr. Hart still being copied because he is still acting as counsel for the WSC and HOA?

Best,

Corey ABEL
Trustee

<image1.jpeg>

<image2.jpeg>

EXHIBIT 1
HOA AND GENERAL UPDATES

From: **Castlecomb** <castlecomb@psd.net>
Subject: **our MOU and the HOA**
Date: **September 20, 2017 at 12:13 PM**
To: **Castlecomb@psd.net**
Cc: **Tom Moser** <moser@castlecomb.net>, **Andrew Murr** <amurr@psd.net>

Mr. Hart,

I'd like to chat about the proposed MOU agreement we discussed last week, and what progress you may have made with City officials and Mr. Murr

Also, I'd like to understand better what you are trying to accomplish with the "proposal to amend " It seems to me that what is first required is a proposal to form an POA (or HOA). Such formation would then create an entity that could later amend or alter deed restrictions as needed.

Also, in the materials you sent, the minutes of the new "association" mention by-laws of the "Castlecomb Water Supply Corp." But the By-laws attached are for the "Castlecomb HOA " Is the HOA to own and operate the water corp? How are the two linked?

Does the water code require a non-profit of the sort you have set up to be owned by an HOA? Is the HOA somehow necessary for this? Frankly, there's hardly any "common area" to maintain, so I don't see much point in an HOA (but as I have said, it's up to people who live there to decide if they want an HOA).

As I mentioned in phone messages I think it is time to present a united front to the homeowners, update everyone about the plans, and make sure everyone is on board. I've already had some push-back commentary of the "what the hell is going on and how can these guys just form a corporation, they don't speak for me" variety. I'd like to help ensure the process we are talking about goes smoothly.

Best,

Corey Abel
Trustee

From: **Castlecomb** castlecomb@gmail.com
Subject: **Castlecomb Homeowners Association**
Date: **September 21, 2017 at 09:52**
To: **Castlecomb Trust** castlecomb@gmail.com
Cc: **Tom Moser** tmoser@co.kerr.tx.us, **Andrew Murr** andrew.murr@house.texas.gov, bdavis002@satx.net.com, cbb1206@mindless.com, **Betty Church** brownlow47@yahoo.com, **sharla scott** xxsharlaxx@hotmail.com, **Adriana Herrera** a.herrera0343@gmail.com, paigemasseycorp@yahoo.com, drcowden@satx.net.com, **Kimberly M. Lopez** kmal_2002@hotmail.com, **rachaelanne wheelock** muziceve@gmail.com, **Jason soth** jasonsoth@yahoo.com, **Clay Morehead** clay.morehead@keg11lc.com, **Brittany Weaver** brittweaver25@yahoo.com, **Al Francis** bigalfishnut@yahoo.com, **ellenlynych** ellenlynych@windstream.net, **JOYCE & ERNIE** joycenemr@windstream.net, **Bruce Kryzer** bkryzer@yahoo.com, **shannon Kelly** Shannon.G.Kelly13@gmail.com, **Joe Kelly** joe.kelly@suddenlink.net, **Dianna Miller** diannlr121@gmail.com, **Stella Herrera** sherrera53@yahoo.com, **Jane Ragsdale** janer@hohcamp.com, **Stacey Ellis** staceyellis63@outlook.com, **Barrett** bquizar@hohcamp.com, **Joyce & Ernie Rodrick** joycenemr@twc.com

Dear All (this message may not reach a few people who do not use email):

As you are aware, a group of residents has filed papers of incorporation to establish an entity called "Castlecomb Homeowners' Association, Inc." Please be aware that their HOA applies only to those residents who have voluntarily joined them. It does not affect all homeowners. No HOA was created in the original plan of development, or at any time since. As some of you may recall, in the 2013 deed restriction amendments, the Trust made a special point of including language to allow for the creation of an HOA. However, since an HOA does not already exist, it cannot be forced on homeowners, either by the Trust or anyone else. If 100% of the homeowners want an HOA, then there should be one. The Trust will support the formation of an HOA if it is what the community chooses. The formation of an HOA is an issue of great importance to everyone in the subdivision who may come under its powers. Again, if this is something the community wants, then I would like to support it in whatever way I can.

One issue that I would like to clarify is the vote for a proposed amendment procedure. Since an HOA has not been approved by all homeowners, I do not believe it can have a legal right to make amendments. It is my understanding that a valid HOA must be formed before it assumes control of historic deed restrictions and then makes amendments that affect every homeowner. I am hoping that we can clarify this now so that, moving forward, decisions made by the incorporated "Castlecomb Homeowner's Association" are not mistaken as decisions that will affect all the owners of the Castlecomb subdivision, unless they have legally entered into the Association and accepted its terms.

Attached below are copies of the documentation of the incorporated HOA, which I assume you have already received. I include these here for easy reference. I am thankful to the HOA-group attorney for copying me on these as part of our on-going discussions, but I regret to say I have not been otherwise included in these discussion or advised of meetings except well after they have taken place. I would like to have a constructive role in discussions moving forward.

The relationship between the proposed HOA and the Water Supply Corporation (a copy of its incorporation is also attached) is not clear to me, and I hope there can be a discussion to clarify it to everyone's satisfaction.

The meeting minutes of the HOA-group mention by-laws of the "Castlecomb Water Supply Corporation"; but the attached by-laws state that they are for the "Castlecomb Homeowner's Association." The proposed amendment procedure which you have been asked to vote on links the two corporations, saying "The Board of Directors of Castlecomb Homeowner's Association with the participation and approval of the Board of Directors of Castlecomb Water Supply Corporation..." may act to seek amendments to the deed restrictions.

The Trust is eager to work with ALL homeowners in reaching a resolution that will allow homeowner-controlled entities of one kind or another to assume operations of the water and wastewater systems at Castlecomb.

To help provide some background and support a reasonable discussion, I have attached some links below that came up from some quick Google research. Hardly the final word, but I think they raise interesting points, including about the difference between a voluntary association and an HOA.

From a Lawyer Site that came up on Google:

<http://www.luederlaw.com/creating-a-mandatory-homeowners-association-in-your-existing-neighborhood/>

<<The next step is to explain that purpose to the homeowners in your community. This is an important step because you cannot force owners to join a homeowners association.

Although the developer of a new neighborhood may incorporate an association and subject all of the lots to mandatory membership before the lots are sold, you will need to obtain the homeowners' consent if title to their property was not subject to a mandatory association when they acquired their homes.>>

ALSO SEE "Yahoo Answers"

"Homeowner's Association formed AFTER I Bought My House"

<https://answers.yahoo.com/question/index?qid=20080822081826AA12Whc>

AND "City Data" — although this is from the State of Georgia, the basic issues are the same, and concerns formation of HOA after home purchase.

<http://www.city-data.com/forum/atlanta/1698419-no-hoa-my-neighborhood-but-one.html#b>

The history of Castlecomb is peculiar. Because no HOA was created initially, we face some unusual issues. With good will and cooperation, however, I believe these issues can be overcome.

Very Best,

Corey Abel
Trustee
Castlecomb Trust



CASTLECOMB WATER
SUPPLY C...ATION.docx



HOA-Certificate of
Formation.pdf



HOA.Minutes.Org.Meetin
g.pdf



HOA-Bylaws.pdf



NOTICE - Proposed
Deed Restr...SION.docx



AFFIDAVIT OF
MAILING.docx



BALLOT.docx

From: **Castlecomb** <castlecomb@gnail.com>
Subject: **transfer to WSC and deed restriction changes**
Date: **October 10, 2017 at 12:58**
To: **Brandon Miller** <goldstar.safety1@gmail.com>
Cc: **Clay Morehead** <clay.morehead@keyllc.com>, **Barrett** <bqguzardo@yahoo.com>, **Rick Phipps** <rphipp@earthlink.net>, **Brittany Weaver** <brittweaver25@yahoo.com>, Christopher Lee <ckerr@villetx.gov>, hartwillspencer@76@gmail.com

Dear Brandon,

I left you a message yesterday, returning your Friday call. I appreciate you reaching out to me individually. Since you said you would be out of town and out of cell range, I thought Monday would be the best shot to connect. I'm trying email since with that, you don't actually have to catch the person available right when you call. Please write back at your earliest convenience.

As you know, I have been in discussions with Mr. Hart since late July, to arrange the transfer of the Castlecomb water and wastewater operations to a new WSC. Mr. Hart has introduced a demand for a change to deed restrictions. This was added Friday Sept 29. I have responded and posed some questions to Mr. Hart but the only reply I have received so far is that this demand is "non-negotiable."

Since I am not sure I even understand the demand, I am asking for an explanation.

— Mr Hart added this line: "The Trust will cause the owner(s) of Kensington Subdivision to agree to adopt the same deed restrictions as are then in effect for the Castlecomb Subdivision"

Could you please tell me, in terms of concrete steps, what you think this means? What does the outcome look like if, as Trustee, I tried to follow through on this? Several ideas come to my mind, but I figure it is better to just ask what is meant than to speculate

Thanks for your time. I hope we can finalize an agreement very soon.

Corey Abel
Trustee

From: hartwillspencer67@gmail.com
Subject: RE: Lawyer for Castlecomb WSC and fledgling 'HOA club'
Date: December 12, 2017 at 07:50
To: Castlecomb castlecomb@gmail.com, goldstarsafety1@gmail.com, c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, clay.morehead@keglllc.com, jerrydweaver@yahoo.com, bgguzardo@yahoo.com, rphipps@earthlink.net
Cc: lmoser@co.kerr.tx.us, andrew.murr@house.texas.gov, Amy.Davis@oag.texas.gov

All:
I resigned from the practice of law on October 1, 2017.
Merry Christmas to all.
Sincerely,
Will Spencer Hart

*actually his lic. was suspended @ end
of Sept. 2017, Oct. 3 + much later,
still representing "HOA" + "WSC"*

---Original Message---

From: Castlecomb [mailto:castlecomb@gmail.com]
Sent: Monday, December 11, 2017 4:15 PM
To: goldstarsafety1@gmail.com; c.lee5806@icloud.com; Christopher.Lee@kerrvilletx.gov; hartwillspencer67@gmail.com; clay.morehead@keglllc.com; jerrydweaver@yahoo.com; bgguzardo@yahoo.com; rphipps@earthlink.net
Cc: lmoser@co.kerr.tx.us; andrew.murr@house.texas.gov; Amy.Davis@oag.texas.gov
Subject: Lawyer for Castlecomb WSC and fledgling 'HOA club'

Dear All:

How long has Mr. Hart been ineligible to practice law? (The red square means 'ineligible').

Does any practicing attorney represent the homeowners at this point?

Thanks,

Corey ABEL
Trustee
Castlecomb Trust

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

From: **Rick Phipps** rphipps@earthlink.net

Subject: Re: HOA effort

Date: February 17, 2018 at 10:31

To: **Castlecomb** castlecomb@gmail.com, bquguzardo@yahoo.com, clay.morehead@keg1llc.com

Cc: c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, goldstarsafety1@gmail.com, jerrydweaver@yahoo.com

RP

On 2/16/2018 6:45 PM, Castlecomb wrote:

Guys, it's been over a week and I've yet to hear a peep out of the "HOA" board. This leads me to wonder if it actually exists, or any effort has been made to form it. Can the "HOA" claim to have any members other than its founders? My understanding is that without 100% membership, it can't be more than a voluntary "club" which is what I've heard it called.

To make matters more confusing Tom Moser is apparently telling people that Chris Lee is in charge of both HOA and water Corp.

Best,

Corey Abel
Trustee

On Feb 6, 2018, at 11:35, Castlecomb <castlecomb@gmail.com> wrote:

Gents,

Can you let me know if there has been any interest in your planned HOA? I haven't heard anything about it in months, but some residents have contacted me about things the "HOA-club" has said. Are you claiming to have an operational and legal HOA? Some in the neighborhood may be confused about the relation between the HOA and water supply corp.

Thanks,

Any other concerns, feel free to contact me.

Best,

Corey ABEL
Trustee

Hi All,

I know now where the leak to Corey is coming from.... It one of the home owners on Cardiff...and she is now going to send our water company checks as indicated from Corey that Moser told her she had better start paying us.... Just thought all this is funny... As Chris said let us proceed and ignore Corey....

Rick

From: **Castlecomb** castlecomb@gmail.com
Subject: Fwd: HOA?
Date: March 21, 2018 at 10:41
To: **Castlecomb** castlecomb@gmail.com
Bcc: **Castlecomb** castlecomb@gmail.com, **Castlecomb Trust** castlecomb@gmail.com, **diamond kids** muziceve@gmail.com, **Davis, Amy** Amy.Davis@oag.texas.gov, **Kilroy, Taylor** Taylor.Kilroy@puc.texas.gov, **Andrew Murr** andrew.murr@house.texas.gov, bdavis002@stx.rr.com, c6h12o6@mindless.com, **sharla scott** xxsharlaxx@hotmail.com, **Adriana Herrera** a.herrera0343@gmail.com, paigemasseycoop@yahoo.com, dcowden@satx.rr.com, **Kimberly M. Lopez** kmal_2002@hotmail.com, **Jason soth** jasonsoth@yahoo.com, **Brittany Weaver** brittweaver25@yahoo.com, **Al Francis** bigalfishnut@yahoo.com, **ellenlynch** ellenlynch@windstream.net, **JOYCE & ERNIE** joycenerni@windstream.net, **Bruce Kryzer** bkryzer@yahoo.com, **shannon Kelly** Shannon.G.Kelly13@gmail.com, **Stacey Ellis** staceyellis68@outlook.com, **Joe Kelly** joe.kelly@suddenlink.net, **Dianna Miller** dnnmlr121@gmail.com, **Stella Herrera** sherrera53@yahoo.com, **Jane Ragsdale** jane@hohcamp.com, staceyellis1968@yahoo.com, christybell5263@gmail.com, kehinjc@live.com, **Tom Moser** tmoser@co.kerr.tx.us, **dianna Miller** dnnmlr121@gmail.com, **Brandon Miller** goldstarsafety1@gmail.com, **Chris Lee** c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, **Jerry Weaver** jerrydweaver@yahoo.com, **hstebbins** hstebbins@co.kerr.tx.us

All:

I am still waiting, months after checking in about the status of the HOA, and have heard nothing. Now I hear there's a meeting and I wasn't even given the courtesy of a notice? I might have been able to plan a trip, had I been informed.

Best,

Corey Abel
Trustee

Begin forwarded message:

From: Castlecomb <castlecomb@gmail.com>
Subject: HOA?
Date: March 20, 2018 at 18:01:36 MDT
To: castlecomb@gmail.com

Hello, Barrett,

I still haven't heard back from you guys about whether there are any HOA members. But I am hearing about an HOA meeting sometime in the near future. Would you mind sending me by email any materials you are circulating? And maybe we could chat since I won't be able to make it there in person. Without being notified, it is hard to plan a trip.

Best,

Corey Abel
Trustee

Castlecomb Homeowners Association
and Water Supply Corporation
Cordially invites you and your family to our

1st Annual Block Party!

This Saturday!

Meet and visit with your Neighbors

bring a side dish for Hamburgers and Hot Dogs "if you want" ...desserts
are definitely welcome!

On the corner of Kensington and Dover Drive!

Meet your County Commissioner (noon to 2pm) and some of the
officers of Castlecomb Home Owners Association \ Water Supply
Corporation.

Stay for a while or just sign and grab a burger or hotdog to go!
We will have tea and Lemonade ...BYOB.

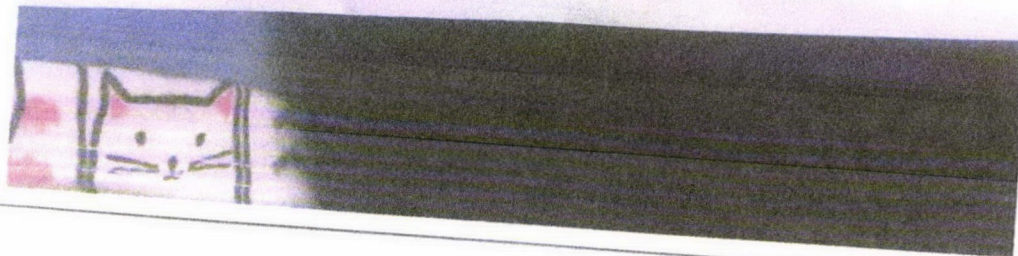
March 24, 2018

Volunteers welcome \ RSVP 830-370-1059
please leave a message and a good number to be reached

Noon - 6pm

Attached is our revised Deed restrictions for your review and approval.

Let's be a community and take charge of our homes, our families and
our life! People who live here ... make the decisions. We will have a notary
available for your convenience and at no charge. A picture ID will be required.
Sign only with notary present.



From: **Castlecomb** castlecomb@gmail.com
Subject: Re: latest; no news, status quo
Date: May 11, 2018 at 3:50 PM
To: Chris Lee c.lee5806@icloud.com



It would (I believe) be fraudulent transfer, or something similar. If it isn't, and this is what I have asked the State, why can't they quickly send me something in writing? Answer, I guess, is they have other files to work on.

And, we have PUC, City, County, and DA all involved even though, "officially" they are all separate and cannot step on each other's jurisdictions. Left hand doesn't know what the right big toe is doing, and the left knee cap is not allowed to discuss anything with the right earlobe.

To reiterate, this is why a civil phone call to me any time in the past eleven years would have been helpful. Alas. That is not the road we find ourselves on.

Corey Abel
Trustee

On May 11, 2018, at 15:08, Chris Lee <c.lee5806@icloud.com> wrote:

Corey,

I was referring to this line:

From my perspective, as I have said before, to transfer land which is the subject of civil litigation is unacceptable. This is Law 101.

Was just trying to clarify that point.

Chris

Sent from my iPhone

On May 11, 2018, at 3:41 PM, Castlecomb <castlecomb@gmail.com> wrote:

Dear Chris,

I cannot see how you would derive that idea from my most recent message below.

As has been my desire and intention for well over a year, I would like to transfer the well and septic sites. Is that clear enough? This is what we have discussed.

HOWEVER. While that land is under litigation, I do not believe it is legally permissible for me to make the transfer, without the parties to the litigation agreeing in writing as to the acceptability of same. The parties are TCEQ and the Trust. That is why I am waiting to hear back from them in writing to confirm what I have been told over the phone.

The delay between your group wanting to assume operations, and the TCEQ and other agencies needing to coordinate and act toward a resolution was something I foresaw. I tried to resolve that by proposing the agreement to OPERATE roughly a year ago. That was precisely so that we would have an agreement that would serve in the interim UNTIL transfer could take place, while your group operated the systems, and the Trust still owned them (while aiming ultimately to transfer).

I hope that clears it up.

Corey Abel
Trustee

On May 11, 2018, at 13:07, Chris Lee <c.lee5806@icloud.com> wrote:

Corey,

I'm confused. Are you saying that you will not transfer over the land that is associated with the water and waste water system?

Chris

Sent from my iPhone

On May 10, 2018, at 11:53 AM, Castlecomb <castlecomb@gmail.com> wrote:

Waiting since early 2017

Dear All:

As I discussed with Chris Lee a couple of weeks ago (April 19), I am waiting to get something in writing from the TCEQ/ Attorney General's office, saying what they have told me by phone, namely, that they agree that the simple transfer of well and septic site to the WSC would be acceptable. From my perspective, as I have said before, to transfer land which is the subject of civil litigation is unacceptable. This is Law 101. I do not know why the State is taking a long time to answer, except that they are busy and bureaucratic.

As I discussed with Chris, the plan, as I understand it, is a simple transfer (as Guzardo has appealed to) and an agreement that the WSC provides the Kensington homes as well as Castlecomb, on an equal basis.

In the meantime, I would appreciate your confirming that the systems are being well maintained, and work as needed is getting addressed according to our verbal agreement. Since you all have used the verbal agreement as a basis to invoice customers and claim you already own the systems, I would think that you are adhering to it faithfully and diligently. But I have had no updates from either you or the TCEQ, other than Chris Lee's reference to someone possibly driving on the fields. As I said at the time, this would not have been possible if the Trust had been allowed to continue maintenance it was engaged in prior to the County's interference.

Of course, I would be keen to know more about local goings-on, and not left in the dark continually. There have been some interesting discussions at the County level lately, for example, which maybe Castlecomb is or should be a part of.

I repeat my invitation to meet for a \$300 ADR session to iron out details if needed. My previous effort to reach out on this was ignored, but it could be helpful.

Best to all, and I share your frustration at the slow progress. But, in my experience, the State is usually very busy, and bureaucracy just goes slowly by nature.

Warmest regards,

Corey Abel
Trustee

EXHIBIT J
CHRONOLOGY OF CONTACTS WITH HOA

CHRONOLOGY of Hart/WSC contacts

(attempts to contact HOA have always been ignored)

2017.7.23 -- Hart first contact

2017.7.26 - CSA reply; would like to meet

2017.7.27 - follow up on meeting in person

2017.7.31 - Hart requests description of all properties for "investor"

2017.7.31 -- CSA request; who is investor?

2017.7.31 - Hart identifies investor as Barrett Guzardo

2017.8.2 - CSA requests meeting time today or tomorrow; face to face would be good

2107.8.4 - CSA last day in town is today

2017.8.4 - Hart gives phone number

2017.8.5 -- CSA and Hart meet 3+ hours at his office

2017.8.9 - ten minute phone call w/ Hart

2017.8.18 - Hart gives new email

2017.8.20 - CSA, 'okay', new email rec'd

2017.8.22 - Hart sends HOA documents

2017.8.29 - CSA: HOA seems to be less important than dealing with legal issues re CCN, City, etc

2017.8.29 -four minute phone call w/Hart

2017.8.30 - CSA query: Guzardo house on mkt; Lee moved out, so who is involved

2017.8.31 - Hart reply; Guzardo owns property, Lee is "committed" to WSC

2017.8.31 - WSC is 'ready to take over operations soon'

2017.8.31 - one hour+ phone call w/Guzardo

2017.9.12 - Hart first draft of "Memo of Understanding" - well and septic sites

2017.9.12 -- eighteen minute phone call w/Hart

2017.9.13 - -CSA; sending back an edited version of "MOU"; list of all things I am not asking for in this negotiation (value of well, arrears, losses, etc); suggestion to establish water-rights sharing agreement with homeowners to use in future nego with City, attached well and septic surveys

2017.9.28 - Hart reply; upping demands; to accept full responsibility, Trust/Tobusch must turn over financial, operational issues (both had been discussed at length already), AND ALL, of Tobusch's acreage and the lot on Oxford Street.

2017.9.28 - CSA; for full info exchange agreement needs to be finished, and we should have confidentiality, non-discoverability, etc.

2017.9.28 - CSA; reply - various info on systems that I know at the time, reminder that if Trust were paid, all work would already be done; how do you expect to take control but not responsibility for same?

2017.9.29 - CSA; several revisions to "Agreement"; attempts to streamline transfer; agree to put Tobusch homes under same DRs as Castlecomb, but not under HOA

2017.9.29 - CSA most recent bill from Hill Country Pump sent to Hart

2017.9.29 - Hart, another draft of "Agreement"

2017.9.29'ish - Hart has two suspensions and is ruled ineligible to practice law; he continues to do so however

2017.9.30 - Hart, threatening, issues deadline, by Monday 10/2 close of business

2017.9.30 - twenty-three minute phone call w/ Hart

2017.9.30 - forty-three minute phone call w/ Hart

2017.10.3 - CSA remaining questions about DRs; will get draft to you asap

2017.10.3 - Hart; "I spoke with my directors and this point is non-negotiable." (by this point, and all further communications, Hart is practicing law without a license)

2017.10.6 - CSA; wording of DR clauses are unclear; my previous suggestion was ignored; hope to continue cooperative approach

2017.10.10 - -CSA; to Miller (cc: Morehead, Phipps, Guzardo, Weaver, Lee, Hart); seeking clarification on Hart's new line about "causing" Tobusch homes to be under Castlecomb DRs; first added Sept 29, I have responded but have gotten no replies

2017.10.16 - Miller; "some concerns" have come up; need to have an engineer do a comprehensive evaluation; then we can revisit issue of DRs for Kensington homes; will share inspection reports

2017.10.24 - Lee (from "Castle comb" acct) trying to coordinate time for inspection

2017.11.1 - -CSA; Trust is still receiving enough to pay KPUB; if this changes, you'll be notified

2017.11.1 - CSA; Miller is contacted by my local friend who has agreed to go on site inspection with them

2017.11.2 - Miller; we'll be in touch about site visit; request for info on system such as "as-builts"

2017.12.12 - Hart; "I resigned Oct 1." (Actually he got suspended 9.28 or 9.29, and has been 'lawyering' well past the 1st Oct.)

2017.12.19 - Lee; reply to my forwarded email from Greg Howard, Ker CO. Pump, as he refuses further work if not paid

2017.12.18 - -Weaver; did you receive "final agreement?"

2-17.12.19 - CSA; to Lee and others, have my emails been forwarded, if so to whom?
Also, request for info sent to residents (as I had become aware of certain letters to residents, that violated our earlier agreements to make a joint announcement)

2-17.12.19 - Lee; reply, won't answer my questions, says they haven't shared emails, but have discussed contents; simply says, they have to have discussions with "their" neighbors (Hart, 'retired' is still being copied)

2017.12.21 - CSA - forwarding bill from DSHS; Trust can do this if people pay; is Hart still "acting as counsel"?

2017.12.21 - Weaver; any news on agreement?

2017.12.22 - Merry Christmas, will be in touch in January

2018

2018.1.26 - one and a half minute phone call w/ Hardin plumbing

2018.1.29 - CSA; we are close to agreement, so "interim" idea might give way to full transfer; can you tell me what specific acres you wish to acquire; please give name of your engineer; arrange a call to examine options

2018.2.5 - Lee; we don't have an engineer or study, it's just general options (Hart still being copied)

2018.2.5 - -CSA; you guys had an engineer to do a site visit, right? Why, given Richard Hyde's letter, are we talking about replacement?

2018.2.5 - Lee; we have one [engineer] if needed

2018.2.5 - -CSA; what is the engineer's name?

2018.2.6 - Lee; it is not a secret, but how does it relate to our agreement?

2018.2.6 - -CSA; it relates because my engineer has suggested a much cheaper alternative, if a rebuild is necessary; the cost of a new system is going to be a shock to the neighborhood

2018.2.6 - Lee; we visited with Hardin plumbing and had a conversation with Charlie Digges; he was concerned a new system would be a municipal system (which I've told people already dozens of times)

2018.9.21 - msg to Miller after several attempts to connect

2018.9.21 - msg to Amber Lee to track down Chris

2018.9.21 - msg to Clay Morehead

2018.9.21 - msg to Guzardo

2018.9.21 - to Miller's wife, Dianna, on inability to contact Brandon

(none of these calls, text or messages have been answered, except below)

2018.9.21 - Miller; after I make several calls to get updates, emails and texts to Miller, et al., well repairs - all done except largest, tank sealing (\$7500) and TCEQ is aware of this, maintenance contract for septic is difficult b/c of unclear permit status, but they are working with TCEQ and hope to have it resolved "soon"

2018.9.21 - CSA; to Miller et al., I've tried to reach people but their old numbers are out of service; I am still waiting for a word from TCEQ/OAG; the decision to keep permit issue secret has been disastrous; request "who are you working with at TCEQ? Maybe I can help; also, why has TCEQ allowed the tank repair to go unaddressed?"

No further replies so far.

This chronology is incomplete, reflecting the time of its composition. In the past year neither the 'HOA' nor 'WSC' has been in contact & has only rarely responded to my inquiries.

EXHIBIT K

SETTLEMENT COMMUNICATIONS WITH TCEQ AND PUC

From: Castlecomb castlecomb@gmail.com
Subject: Castlecomb; February settlement proposal
Date: October 30, 2017 at 6:50 PM
To: Amy.Davis@oag.texas.gov

Dear Ms. Davis,

Earlier this year, your office floated a proposal to settle the Castlecomb litigation based on a simple transfer of Castlecomb's assets to a receiver. The letter is attached.

As Trustee, I was very interested in this resolution. The problem was my then attorneys estimated that the cost of acquiring a CCN as your proposal suggests would be prohibitive, at nearly \$25-30K in attorney's fees alone. My attorneys did not inform me what I have since learned, that the process can be done for free and with the PUC's assistance.

Also, the City of Kerrville has a CCN in the area (but has historically failed to provide any services). The Kerrville City Utilities Director Stuart Barron has communicated to me that the City of Kerrville will not voluntarily decertify their CCN. This makes the Trust's application for a CCN problematic. Based on conversations with PUC personnel, I believe the Trust would qualify for an expedited process to force the City to decertify.

However, a group of homeowners has formed a WSC as you may be aware, with hope of taking the water and septic systems over. Mr. Hyde has affirmed the Castlecomb OSSF is operating properly and in accordance with its original design. The Trust has been in negotiations since mid-July to arrange a transfer of operations to the new WSC entity. They feel they have the wherewithal to get the City's cooperation on the CCN issue. If so, a simple transfer that would resolve this matter should in principle be achievable in short order.

I am writing to ask if your office would be amenable to resolving this matter on this basis I am concerned that a transfer of assets (land and receivables) while the Trust/Trustee is the subject of litigation may pose some problems. A little goodwill could get us past those issues, but I would not want to make a move of this sort without your office's knowledge and involvement.

Please let me know if a transfer of Trust assets to the "Castlecomb WSC" would be a path to resolving this matter

Sincerely,

Corey ABEL
Trustee
Castlecomb Trust



attachment
1.pdf

From: **Susana E. Canseco** SCanseco@branscombpc.com
Subject: **FW: Castlecomb Receivership**
Date: **February 16, 2017 at 03:50**
To: **Castlecomb** castlecomb@gmail.com



Corey,

See below from the AG's office. Let's set up a phone call to discuss. My initial thoughts:

1. This is reasonable – you expected to do this.
2. We will need to discuss this. The City of Kerrville will need to agree to this for it to be possible; I expect it will. There will be a cost associated with this, mostly legal fees. There's no way around this one – it's going to need to be done no matter how we solve this problem.
3. I am checking with Rhonda on the cost for this – I don't think this will be a big deal.
4. This makes sense.

There may be additional costs that aren't listed here; I will ask.

This would collapse the last proposed step I mentioned – entering into an agreement with Chris Lee – into one process with TCEQ. I will confirm how full and final your exit from the systems would be under her proposal. I don't understand how TCEQ plans to address the issues Doug has clarified – the need for this system to be permitted by TCEQ. For now and until I can clarify with Amy, I am assuming that once you've turn the systems over, someone else will be responsible for that.

I will be available today on my cell (210-872-7054) for most of the day if you want to call, or give me a time and I will call you.

Susana E. Canseco
Attorney

Branscomb | PC
711 Navarro Street, Ste. 500
San Antonio, TX 78205

from Amy Davis next mg

(210) 598-5400 Main
(210) 598-5416 Direct
(210) 598-5405 Fax

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From: Davis, Amy [mailto:Amy.Davis@oag.texas.gov]
Sent: Wednesday, February 15, 2017 9:21 AM
To: Susana E. Canseco <SCanseco@branscombpc.com>
Subject: Castlecomb Receivership

Susana,

I'm following up with you about the possibility of an agreed receivership for the Castlecomb systems. TCEQ would consider a receivership for the systems if Mr. Abel would agree to the following:

1. Mr. Abel would put the assets of the trust in an escrow account. (Please indicate the amount of assets that would be available to an appointed receiver.)
2. Mr. Abel/the trust would pay for the costs of obtaining a CCN. — problematic, if it costs 25k for lawyers
3. Mr. Abel/the trust would perform a title search for the SSO facilities.
4. TCEQ would have the opportunity to interview the residents who are interested in serving as a receiver prior to the appointment of a receiver.

If you have any questions for me, please send me an email. I'm in depositions all this week and will be away from my phone.

Thank you,
Amy

Amy Davis
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General of Texas
Tel. (512) 475-4142

Confidentiality Notice: The information contained in this email and any attachments is intended only for the recipient(s) listed above and may be privileged and confidential. If you are not the intended recipient and have received this message in error, please notify the sender immediately at the email address above and destroy any and all copies of this message.

From: **Castlecomb** castlecomb@gmail.com

Subject: Fwd: Kerr Country Pump Bills

Date: November 3, 2017 at 11:34 AM

To: Amy.Davis@oag.texas.gov, taylor.kilroy@puc.texas.gov, Aaron.Rodriguez@Tceq.Texas.Gov, Kelly.Crunk@TCEQ.Texas, asma.vahora@tceq.texas.gov, Rebecca.DelConte@puc.texas.gov, Isabel.Ford@puc.texas.gov, tmoser@co.kerr.tx.us, andrew.murr@house.texas.gov

ALL:

Here is the latest from Kerr County.

A group of homeowners have set up a WSC to take over operations of the Castlecomb water and septic systems. As Trustee of Castlecomb Trust, I have negotiated an agreement with them that is all but signed. As part of that, they agreed to pay bills, and take over all responsibilities. At the eleventh hour, this group introduced basically irrelevant demands related to Castlecomb deed restrictions, but I nevertheless tried to accommodate these demands. They are now refusing to honor their word on payments.

Local merchants are being hurt. The Trust's ability to maintain the system is being crippled by an organized refusal to pay deed restriction fees, the SOLE funds available to the Trust at this time. The Trust's account balance is under \$500, and arrears are approximately \$50,000. If homeowners paid their fees there would be no issues that couldn't be immediately addressed in full — with the exception of constructing a septic system that will cost roughly \$350,000, and lead to monthly fees for water and sewer combined of between \$550-600 per home, based on current rate work-ups.

In spite of the PUCs position on the Trust's lack of a CCN, the PUC has acknowledged it has no authority over deed restriction fees AND it has advised several homeowners that they should pay for services received in the interim while Castlecomb works on various filings. Those advisements have been shared with the neighborhood with zero effect.

Having endured the interference of KCEHD with routine maintenance that would have prevented the now-infamous environmental conditions from emerging; having been framed for a felony I never came close to committing; having been defamed, slandered, harassed, and intimidated; having seen members of the community intimidated by others in the neighborhood; having had neighbors encourage others to obstruct legally required water sampling; having had vital information about the status of Castlecomb's OSSF permit deliberately withheld from me; I've really had enough of the madness.

When is someone going to take a hard, close look at how KCEHD runs it's affairs; how the County and State decided on the unprecedented course of pursuing this as a felony matter when they were aware of the maintenance work being done by licensed providers; how various licensed maintenance providers failed to do their jobs; and how I have been subject to extortionate pressures to give up land (owned by an alleged victim entity) to make it all go away?

Very Sincerely,

Corey ABEL
Trustee
Castlecomb Trust

Begin forwarded message:

From: Castlecomb <castlecomb@gmail.com>
Date: November 3, 2017 at 10:42:22 MDT
To: Chris Lee <c.lee5806@icloud.com>
Cc: goldstarsafety1@gmail.com, Christopher.Lee@kerrvilletx.gov, jerrydweaver@yahoo.com, tmoser@co.kerr.tx.us, andrew.murr@house.texas.gov, kerrpump@hctc.net
Subject: Re: Kerr Country Pump Bills

Dear Chris, et. al.,

I sent you, over a week ago, a signable agreement and deed restrictions meeting all your demands.

Your side threw in the deed restriction issue at the the last minute, yet I have done all I can to meet the demand. I have made several requests to you to clarify and discuss further if any further discussion is needed. And you have not answered these requests. In fact, you have insisted on post-poning the discussion of DRs until later.

In addition, you requested an inspection, which I have agreed to and furnished a contact who is available, but I have not received word from you, Mr. Hardin, or your inspector about their availability, nor about whatever concerns you may have that animated the 11th hour request for inspection. Immediately prior to this, if you recall, your attorney Mr. Hart was trying to impose a 36 hour, over the weekend deadline to signing a previous version of our agreement.

You have raised last minute concerns, last minute major demands, and fail to communicate with me; and now you are holding a local merchant hostage.

If they quit, the entire neighborhood suffers. Do you realize that this reflects badly on your capacity as managers of the system? The arrears owed just by the three members of the WSC would be sufficient to cover the current bills

As I explained in my previous email, Kerr County Pump won't perform this month - right now - without payment. Weekly site visits, chlorine residual checks, and sampling won't get done.

Neither I nor Kerr County Pump can tolerate having their payments played with as a political hockey-puck. Without a signed agreement if you are unwilling to pay for these bills as you admit you have agreed to do, then I have to insist that you and others pay their deed restriction fees to Castlecomb Trust, to ensure vendors are paid and needed work continues to be done.

Very Best,

Corey ABEL
Trustee

WSC leader trying to renege.

On Nov 3, 2017, at 10:59 AM, "Corey Abel" <caee5806@icloud.com> wrote:

Corey,
I know that in conversation that we have stated that we will be able to pay any outstanding bills and indeed have put them on the agenda. However, without a signed agreement that we will be responsible for the entire operation, we can not commit to pay these bills until that agreement is signed, at which time we will place the amount and to whom the money is owed. I realize that these companies need to be paid, and I am trying to get all things signed off to the WSC and have a signed agreement that we will guarantee the bills to be paid and include them in the fund dedicated to the bills that are owed. Once the agreement is signed we will make sure that they are paid immediately.

Corey Abel

Sent with my iPhone

On Nov 3, 2017, at 10:59 AM, Castlecomb <castlecomb@gmail.com> wrote:

Gentlemen,

I am following up to see if you have made an effort to contact Kerr County Pump about payments of outstanding bills.

Please let me know if I can be of assistance.

Thanks,

Corey ABEL
Trustee

From: **Castlecomb** castlecomb@gmail.com
Subject: **Fwd: Castlecomb Water System; URGENT REQUEST FOR LEGAL OPINION ON WATER CUT-OFF**
Date: **November 3, 2017 at 11:54 AM**
To: Amy.Davis@oag.texas.gov, taylor.kilroy@puc.texas.gov



Dear Ms. Davis and Mr. Kilroy,

The below letter is from Kerr Country Pump giving notice they will quit serving Castlecomb Trust and Castlecomb and Kensington subdivisions.

In a separate email they have also suggested just cutting off service to those not paying.

The situation is complicated, because houses are not individually metered. A shut-off would affect everyone including the few who are still paying their deed restriction fees. Jugged water could be provided to those households who are current on fees. But I also balk at this suggestion because it is so very harsh, and I take pride in the fact that such measures, nor liens, etc., have never been needed in the past.

In your opinion, would Castlecomb Trust be within its rights as a maintenance operation operating under the deed restrictions in place since 1986, to cut off water to non-paying homeowners? The issue of CCN and tariffs needs, in my view, to be bracketed in order for immediate practical needs to be dealt with.

Faithfully yours,

Corey ABEL
Trustee
Castlecomb Trust

Begin forwarded message:

From: "Kerr Country Pump" <kerrpump@hctc.net>
Date: November 3, 2017 at 10:55:44 MDT
To: "Castlecomb" <castlecomb@gmail.com>
Subject: **Castlecomb Water System**

Mr. Able:

Unfortunately, I cannot continue to do business with you. Let this be your notice that we will no longer maintain the water system at Castlecomb and we will not be able to be the water system operator. If the account is brought current, we will be more than happy to take care of the system. Our services cease on October 31, 2017 and we will notify TCEQ on Monday November 6, 2017 if the account has not been brought current.

Sincerely,

Greg Howard
Kerr Country Pump
830-257-4107
830-739-2350 Cell

From: **Corey Abel** csabel@mac.com
Subject: Castlecomb OSSF; settlement
Date: December 22, 2017 at 12:26 PM
To: **Davis, Amy** Amy.Davis@oag.texas.gov, **Kilroy, Taylor** Taylor.Kilroy@puc.texas.gov

CA

Dear Ms. Davis, Mr. Kilroy,

I have been repeatedly advised by both my criminal defense attorney and my former civil attorneys that the District Attorney's office of the 216th Judicial District will agree to drop its felony charge against me, and also request the TCEQ and Attorney General's office to dismiss its civil proceeding against Castlecomb Trust, once a Civil Remedy is found in regards to the Castlecomb OSSF.

That civil remedy has essentially been found. An agreement has been hammered out, and only a few details remain, to be worked out after the holidays. I have been negotiating with a group of homeowners who wish to take over operations, and we are near an agreement that is close to what you, Ms. Davis, proposed in February. I am writing to ask if you will dismiss the case against the Trust on the basis of an agreement to transfer the water and wastewater systems to the homeowner group.

I am CC'ing Mr. Kilroy, to see if the PUC will dismiss its actions, and for the same reasons.

There is much I could write about the irregularity of all that has happened in this matter and the abuses that have taken place. You have both already been informed of several of them. But I only wish for a good resolution, as I always have.

If your office does not agree to this agreement to transfer operations, and eventually enforces your office's claims against the Trust, it would be, I believe, wrong to have transferred the Trust's assets, which are what the TCEQ will need to seize to collect its potential future judgment.

This is equally true of the PUC's enforcement action, for which the Trust's assets would have to be given as settlement of any judgments, and could not be transferred to a homeowner group.

Please inform me if I am mistaken, but I do not believe that, acting as Trustee, I can transfer assets out from under the State's grasp while a civil lawsuit and an enforcement action are pending.

Alternatively, Castlecomb Trust may eventually be forced to comply with the requirement to construct a new wastewater treatment facility. I have researched and received pro-forma bid for this work, and the system cost of \$256,000 plus permitting and engineering of \$32,000, along with other costs result in a monthly utility bill of \$505 per month per household (that figure combines water and sewer, but does not include per gallon charges of probably \$30-50 per month additional).

I submitted this information by email to Emily Sears of the PUC on December 6th, according to the deadline in the relevant docket.

As I have already explained to both the PUC and your office, Ms. Davis, the City of Kerrville refuses to decertify Castlecomb from its CCN for the Castlecomb Trust. I have forwarded the email conversations I have had with Stuart Baron, head of Kerrville's Utility department. However, according to William Spencer Hart, who has acted as attorney for the homeowner "WSC" group, and continues to so act despite his suspension by the Texas State Bar; and, also according to Christopher Lee, who acts as President of the "WSC" in spite of no longer owning a house in the Castlecomb Subdivision, the City of Kerrville "will" decertify for Mr. Lee and his group. I find this strange that the City of Kerrville will pick and choose in this fashion, as such subjective side-taking would seem to violate the spirit, if not the letter, of the law, which allows Castlecomb Trust to demand an expedited decertification. The Trust has no budget to pursue the matter by requesting the TCEQ join against the City of Kerrville to force the issue.

If the State's demand for a new septic system is put into effect, the costs will be devastating for everyone in the neighborhood. Finding financing for such a small operation on such terms may prove impossible. The only means of finance may be to levy major assessments against homes under the powers available in the Castlecomb Deed restrictions. This line of action, and the resulting astronomical fees will likely produce a political explosion. For implementing what the State demands I will assuredly be further vilified and my character assassinated more than it has been already; and, I will be compelled to engage in a business I do not otherwise voluntarily desire to engage in. And, to make matters even stranger, as per Mr. Richard Hyde's letter of October 2016, the system does not actually need replacement, but continues to function according to its original design.

I ask you both if you are willing to allow the "deal" that has been made to go forward as a resolution to these matters. As stated above, a few details remain to be worked out, but the homeowners and the Trust have agreed to the essential points.

Very Best, and Merry Christmas to you both,

Corey Abel
Trustee
Castlecomb Trust

TCEQ, OAG,
PUC
have
refused
to
answer this

as of Oct. 30, 2019
Ken Morrison affirmed
all is still
operating well.

From: **Castlecomb** castlecomb@gmail.com
Subject: Recent report; Castlecomb OSSF
Date: February 12, 2018 at 8:55 AM
To: Christopher.Lee@kerrvilletx.gov, c.lee5806@icloud.com, goldstarsafety1@gmail.com, jerrydweaver@yahoo.com, hartwillspencer67@gmail.com, AmyDavis@oag.texas.gov, MarySmith@oag.texas.gov, caroline.sweeney@tceq.texas.gov, andrew.muir@house.texas.gov

Dear Chris, et al.,

If the report you gave me Friday is true, that someone drove on the septic fields at Castlecomb, then you and others on this email should know this too:



When Castlecomb Trust contracted with Joe Stewart in the Fall of 2015, part of the job was to install fencing to cut off access to all the septic fields.

Stewart was paid \$6400 to get started, with balance on completion, for work he said would take a few days (line cleanouts, install pump, fencing, work on control panel as needed, etc.). Over the course of several site visits, and as late as November 5th, he had reported no malfunctions, no nuisance conditions, and only routine maintenance needed. (By the way, Hardin Plumbing also visited the site, and I asked them, in writing, to inform me of any and all problems they observed — after visiting, they said they would like to take on the job, and nothing about any problems.)

Stewart reported to me shortly after beginning work, as I have told you and others many times, that Tish Hulett and the KCEHD shut him down and ordered a stop to all work. Even as late as February, he was apologizing to me and saying that KCEHD threatened his license, and the whole thing could get taken care of in a few days if he could only get to work. Ken Munson, who replaced Stewart, did get the situation in hand in a matter of days. Then he went wobbly and failed to order pumps while telling me had — but that's another story I've already told, and can retell another time.

Bottom line: Had Hulett not intervened in late 2015-2016, not only would surfacing effluent issues have been entirely avoided, but fencing would have been in place and this recent incident avoided as well.

What should happen is that all the owners in Castlecomb should join forces to sue the County for all the ill its reckless actions have inflicted on the neighborhood. The TCEQ should sue as well, since all the costs it has incurred trace back directly to the KCEHD's offices.

Very Best,

Corey ABEL

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: discussin of Mr. Hyde's letter with Branscomb
Date: February 12, 2018 at 9:38 AM
To: Davis, Amy Amy.Davis@oag.texas.gov, Smith, Mary Mary.Smith@oag.texas.gov



Ms. Davis,

I misstated the issue of permit validity and penalties versus relief.

The line starting the 3d para. in TWO, below, should be amended:

"The letter appears to state that the Castlecomb OSSF permit is still valid, and that with a[n] [in]valid permit, the TCEQ may not seek injunctive relief."

But in spite of my error, the point remains the same. Was the TCEQ maintaining the permit was valid in order to seek relief, but allowing Kerr County to maintain the permit was revoked -- which would prevent relief being sought. Having the permit revoked (allegedly) also made on-going maintenance impossible. It is near impossible to find legitimate operators to work on an unpermitted system. And, had on-going maintenance not been de-railed by Kerr County officials, there never would have been any need of any penalties, nor injunctive relief, because no problems would have surfaced.

I just left a message, hoping to catch you at half past 10am your time. Perhaps we will talk soon.

Corey Abel
Trustee

On Feb 8, 2018, at 12:18, Castlecomb <castlecomb@gmail.com> wrote:

Dear Ms. Davis,

I write with a few questions and request for information.

ONE:

You have stated in recent emails, along with Caroline Sweeney, that the contents of Richard Hyde's letter of October 6, 2016, were discussed with my then and now ex-attorneys at Branscomb, some or all of: Susana Canseco, Joe Davis, Rhonda Jolley, or others.

The Branscomb attorneys flatly deny it. To be blunt to the point of harshness, they are calling you a liar. They are refusing to provide all case files and materials, something I am pursuing in appropriate channels. While they were my attorneys I repeatedly and urgently demanded that they clarify the issues dealt with in that letter, which go to the very center of this controversy, and relate to both the criminal charge leveled against me and the civil cause lodged by the TCEQ. The Branscomb attorneys repeatedly turned these core issue questions away, downplayed, diverted, dismissed, and generally refused to answer my queries. You and Ms. Sweeney advised me to speak with my attorneys, but they refuse to answer emails or provide documents that could clarify this matter. I therefore hope that you will be willing to cooperate in satisfying my request for information.

I need you to provide me with any and all documentation you have of discussions your office had with Branscomb attorneys about the issues in Mr. Hyde's letter, so that I can assess my former lawyer's performance; and also so that I can properly understand how my case was being handled.

TWO:

Please convey to me any amended petition you may have filed (my ex-attorneys never made me aware of such, if there was one), or justification for maintaining your original petition in light of Mr. Hyde's letter.

When did you first become aware of Mr. Hyde's October 6, 2016 letter?
When did you first receive a briefing on the TCEQ's position as disclosed in that letter?

The letter appears to state that the Castlecomb OSSF permit is still valid, and that with a valid permit, the TCEQ may not seek injunctive relief. However, to my knowledge, the demand for injunctive relief has never been rescinded. Since this letter was kept hidden from me, and possibly my attorneys, the TCEQ appears to be taking two contradictory positions: For the Kerr County Commissioners, others CC'd on the letter, Castlecomb owners copied by the County, the permit is valid and the system can be operated; on the other hand, for Mr. Abel, Trustee, and for media outlets, there is no permit and the system must be rebuilt.

Please forgive me if I have misunderstood some legal intricacies running through this matter, but I remain extremely perplexed. Kerr County Environmental Health's likely unauthorized, illegal pursuit of the "nuclear option" of revocation lead to massive unnecessary turbulence in the neighborhood, and provided the basis for character assassination that has had direct negative financial and practical consequences in my life, beyond the incurring of tens of thousands of dollars of legal expenses.

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Responses to Castlecomb Inquiries
Date: April 20, 2018 at 1:02 PM
To: Brown, Douglas Douglas.Brown@oag.texas.gov
Cc: Davis, Amy Amy.Davis@oag.texas.gov

Dear Mr. Douglas,

Thank you for your replies.

Re: 1 — It would be helpful for us all, wouldn't it, if the County of Kerr and City of Kerrville were more forthcoming about their plans, but unfortunately neither of us controls that.

Re: 2 — I may decide to pursue information requests as you suggest. Thank you for that resource.

Re: 3— I also appreciate your acknowledging that there may be corruption issues to pursue. I may decide to pursue those via the channel you recommend. Again, thank you for that resource.

Re: 4 — In regard to the fourth query below, I appreciate your taking time to answer, but I find the answer disappointing and frankly surprising, since it really is not an answer at all. I would think it is an easy matter to state, for example, whether it is legal or illegal to replace a pump (with the same specs, ideally same manufacture and model, if avail). You see, Castlecomb Trust has always sought to follow the law and regulations. Castlecomb Trust firmly believes that the items mentioned and similar items are legal, and constitute ordinary maintenance. For that reason, Castlecomb Trust contracted with supposedly reputable providers licensed by TCEQ, and listed as approved vendors by the County, to perform such legal work. Kerr County, however, has publicly stated that "no repairs are allowed" and has imposed a meaning on this phrase so severe and limiting that ordinary maintenance was prohibited in Castlecomb's case. As I have repeatedly explained, the Trust's licensed maintenance provider reported that Patricia "ish" Hulett, the head of the Kerr County Environmental Health Department, forbade further work on the system as soon as she learned that septic lines were being cleaned and fixed. No amount of pleading or negotiation resulted in her lessening her stance, even to the point that Joe Stewart refused, out of fear of losing his license, to switch off a pump, etc., etc., as previously explained on several occasions.

As Amy Davis is aware, the Trust has been attempting to negotiate a transfer of the water and wastewater utilities serving Castlecomb to a homeowner controlled water supply corporation (WSC). The homeowners and the Trust are eager to see this completed and have this matter resolved, notwithstanding the dubious legal standing of the "WSC" to operate at present. The system has been hijacked with the support and encouragement of local officials — but that is just life in Kerr County. I asked Ms. Davis in a phone call with Mary Smith on February 13, 2018, for a written confirmation that the TCEQ would accept a transfer of the Trust's assets (well and OSSF) to the WSC as a resolution of this case, and waive penalties which the Trust is in no position to pay, and against which there are very substantial mitigating circumstances, given Kerr County's interference, lack of authority, and mismanagement of this entire affair, as well as a more than ten-year history of arbitrary and unethical treatment — about which I will be supplying you with more information and possibly submitting to the Rangers, as per above. Without such agreement in writing from the TCEQ, I am afraid the Trust cannot transfer the assets without running afoul of fraudulent transfer, contempt of court, or possibly other laws. It seems to the Trustee (who is not an attorney) that it would be highly questionable to transfer assets to another owner while those same assets are involved in civil litigation. Perhaps the Trustee's fears are exaggerated, but it would be easy for the TCEQ and your office to assuage those fears if you and your client are amenable to such a resolution. Please let me know at your earliest convenience if this resolution is possible. It has essentially been agreed to already by all parties and is accepted as the most politically palatable resolution in Kerr County. Your office may not officially have to do with politics, but you must realize this entire affair is and has been intensely political from the start. As explained in a recent letter, the official stance of the OAG, TCEQ, and the PUC is such the the Trust (or a successor entity) would remain engaged for the long-term as a utility provider on the border of the City of Kerrville in a neighborhood where a significant level of friction exists between residents and the Trust. These frictions are based on misunderstandings and often willful distortions and defamations, but there is friction nevertheless.

Again, thank you for your time, and please let me know as soon as your busy schedule allows, if the TCEQ and Attorney General's Office are willing to say, in writing, that a transfer should proceed and that such transfer will bring a resolution of this matter.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

March 1, 2018 Inquiries

Do you, or your client, the TCEQ, have knowledge of Kerr County either already having applied for or planning to apply for funding, including emergency funding, or grants, in order to support connection of Castlecomb subdivision to City of Kerrville water and wastewater services?

The following information is being provided to you for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your agent for more information. If you are not a client of the insurance company, please do not rely on this information. TCEQ does not regulate insurance.

Why has Kelly Crunk been transferred from his old position? Has the TCEQ found that he performed inadequately, or exceeded his powers, or perhaps made a wasteful and imprudent order on extensive and expensive pumping in the Castlecomb case, when pumps were ready available? Second, why has Asma Vahora been transferred from her old position? Has it been found that she engaged in misconduct or dereliction of duty in the Castlecomb or other cases?

The following information is being provided to you for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your agent for more information. If you are not a client of the insurance company, please do not rely on this information. TCEQ does not regulate insurance.

March 7, 2018 Inquiries

Are you by law and/or professional ethics required to report these to other appropriate agencies for investigation? Or, do these concerns simply die on your desk as 'not directly in question in this case'?

The following information is being provided to you for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your agent for more information. If you are not a client of the insurance company, please do not rely on this information. TCEQ does not regulate insurance.

Questions about the validity of the original UGRA permit for the Castlecomb/Kensington septic system, the petition's apparent demand for an unnecessary remedy (if the system is in compliance, why does it need to be replaced?), client's written position on the legality of illegality of the following: (1) replacement pumps, (2) flushing and cleaning of drainfield lines, (3) repair of a damaged drainfield line, (4) replacing parts in an electrical control box, (5) turning off a pump temporarily, and (6) adjusting pump timers, breakers, float valves or switches.

The following information is being provided to you for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. Please contact your agent for more information. If you are not a client of the insurance company, please do not rely on this information. TCEQ does not regulate insurance.

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From: **Castlecomb** <castlecomb@puc.utah.com>
Subject: **false reports to PUC; re: Rachel Maxson complaint**
Date: **September 18, 2017 at 3:43 PM**
To: **PUCComplaints** <puc.complaints@puc.utah.com>

Dear PUCT / Ms. Eiland and Ms. Ford.

Is it a violation of law to file a false claim in a report to the PUC?

If so, could you inform me what Title/Chapter/Section is involved?

I believe that Rachel Maxson's report, to which I have not yet given an official reply, is a false report concerning odors and etc. Given that she has NEVER reported such problems in the past, and given that NO-ONE else has either, and further given that Castlecomb has a long history of clean water with no contaminants or biological findings, it seems to defy any rational belief that Ms. Maxson would have had smelly water, and etc. If she did, and if this has happened sometime in the past year or more, why hasn't she reported it until now, when several homeowners are making repeated complaints? If there was such a complaint I am sure I would've heard a lot of noise about it, but never has this been reported until now.

Many thanks,

Corey Abel
Trustee

EXHIBIT L

TCEQ COMPLAINTS AGAINST SEPTIC PROVIDERS

From: **Castlecomb** castlecomb@gmail.com
Subject: **Re: Identification email**
Date: **November 2, 2017 at 3:53 PM**
To: **Aaron Rodriguez** Aaron.Rodriguez@Tceq.Texas.Gov



Mr. Rodriguez,

I have not received any contact after submittal. That is why I am skeptical of using the online form for my complaint against Kerr County.

Even when I followed up by calling TCEQ, no one seemed to have any idea about the forms I had submitted.

Best,

Corey Abel
Trustee

On Nov 2, 2017, at 14:30, Aaron Rodriguez <Aaron.Rodriguez@Tceq.Texas.Gov> wrote:

Hello,

Castlecomb, has this been any contact for you after your submittal?

-Sincerely,

Aaron D. Rodriguez
TCEQ – Water Quality
Environmental Investigator
14250 Judson Rd
San Antonio TX 78233-4480
☎: (210) 490-3096 | ☎: Fax: (210) 545-4329 | ✉: AAron.Rodriguez@tceq.texas.gov

<image001.jpg>

From: Castlecomb [<mailto:castlecomb@gmail.com>]
Sent: Thursday, October 26, 2017 5:09 PM
To: Aaron Rodriguez <Aaron.Rodriguez@Tceq.Texas.Gov>
Subject: Re: Identification email

Dear Mr. Rodriguez,

Thank you for this link. However, the form seems to be for “environmental problems,” rather than for misconduct on the part of officials. Can this form be used to report instances of Kerr County Environmental Health Department personnel’s interference with a licensed maintenance provider’s contracted work?

Corey Abel
Trustee

October 26, 2017 at 3:43 PM, Aaron D. Rodriguez <Aaron.Rodriguez@Tceq.Texas.Gov>
wrote:

hello,

The online electronic complaint form can be found on this webpage
[\[https://www.tceq.texas.gov/compliance/complaints\]](https://www.tceq.texas.gov/compliance/complaints) It is under the "use our
online form" (green) tab. My e-mail is the toll-free phone number 1-888-747-1160

respectively.

Aaron D. Rodriguez
TCEQ – Water Quality
Environmental Investigator
11250 Jodson Rd
Austin, Texas 78733-4400
Tel: (512) 290-3950; Fax: (512) 290-3325; [AARON.RODRIGUEZ@TCEQ.TEXAS.GOV](mailto:Aaron.Rodriguez@tceq.texas.gov)

image001.jpg



Thank you! Your concern has been sent to the TCEQ.

This is what you submitted

Barrientos

Date Observed: 2015

Approximate Time Observed: 4:00pm

Location of Problem: Castlecomb Subdivision, Kerrville, 78028

Nearest City Or Town: Castlecomb Subdivision, Kerrville, 78028

County of Problem: Kerr

Source of Problem: maintenance provider non-cooperation, incompetence

Description of Problem: I became aware of a Notice of Violation in August 2015, and immediately contacted my maintenance provider, Jose Barrientos (of Hill Country Septic). He had not notified me of malfunctions at that time, and actually maintained he was unaware of any issues. I asked him to assess the site, consult with the County, and give an estimate for any work needed to address the matter. Mr. Barrientos failed to provide a requested work list, which was only produced after he met my attorney. He also failed to provide a coherent estimate, and his partial estimate took repeated requests to receive. Next, he refused to cooperate on a plan to execute work timely within budget, by prioritizing and staging it. Mr. Barrientos' foot-dragging and failures to respond led me to search for and hire a new maintenance provider. Barrientos' failures to respond, and possible faults in his earlier work may have contributed to later problems concerning the Castlecomb OSSF.

Name: Corey Abel

Address: 2530 Eudora St. Denver, CO 80207

Phone: 303-394-3026

Email: castlecomb@gmail.com

Return to the TCEQ Environmental Complaints page.
(<https://www.tceq.texas.gov/complaints>)



Thank you! Your concern has been sent to the TCEQ.

This is what you submitted

Date Observed: 2015

Approximate Time Observed: 4:00pm

Location of Problem: Castlecomb Subdivision, Kerrville, TX 78028

Nearest City Or Town: Castlecomb Subdivision, Kerrville, TX 78028

County of Problem: Kerr

Source of Problem: maintenance provider negligence and refusal to execute contracted work

Description of Problem: I hired Joseph M. Stewart (All-American Septic) in Fall of 2015 to work on the Castlecomb OSSF. Mr. Stewart assured me after his site visits that there were only minor issues and the work would be completed in a week. After exposing drainfield lines, Mr. Stewart stopped work. From this point on, he claimed that the Kerr County EHD had ordered him to stand down, and he refused to complete repairs. For many weeks, I pressured him to get work done. At one extreme point, in early 2016, Mr. Stewart even refused to turn off a pump or replace an end cap that was reported to be off, either of which would have stopped an alleged leak immediately. He claimed that Tish Hulett (KCEHD) demanded "engineered plans" even for such simple actions. My frustrations with Stewart and his blaming the County led me to hire another provider, despite having paid Stewart for work he never completed. Stewart's refusal to work very likely led to endangerment of the environment and a threat to health and safety.

Name: Corey Abel

Address: 2530 Eudora St. Denver, CO 80207

Phone: 303-394-3026

Email: castlecomb@gmail.com

Return to the TCEQ Environmental Complaints page.
(<https://www.tceq.texas.gov/complaints>)



Thank you! Your concern has been sent to the TCEQ.

This is what you submitted

Date Observed: 2016

Approximate Time Observed: 4:00pm

Location of Problem: Castlecomb Subdivision; Kerrville Tx 78028

Nearest City Or Town: Castlecomb Subdivision; Kerrville Tx 78028

County of Problem: Kerr

Source of Problem: maintenance provider incompetence

Description of Problem: Mr. Ken Munson (In or Out Water) was hired in early 2016. Among the top priorities to be addressed were a pump (later 2) for the LPD style OSSF, and repair or replacement of the control panel, and other routine tasks. Mr. Munson was unable to secure an estimate for a control panel, and gave only rough figures from \$2,500 to \$10,000 -- a difference of 400%. When pressed to explain, or provide info on who was giving these estimates, he was unresponsive. Far worse, Mr. Munson was never, in nearly four months, able to secure the ordering of pumps, a basic feature of his job. He repeatedly stated to me that he had ordered pumps. I learned upon contacting the supplier myself that he had in fact not ordered them. Had I not gotten directly involved, this never would have come to light. As soon as it did, Mr. Munson summarily quit his employment, breaking his one year contract, and leaving the Castlecomb OSSF stranded with no one to install pumps or perform other maintenance.

Name: Corey Abel

Address: 2530 Eudora St. Denver, CO 80207

Phone: 303-394-3026

Email: castlecomb@gmail.com

Munson

Return to the TCEQ Environmental Complaints page.
(<https://www.tceq.texas.gov/complaints>)

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Castlecomb On-Site Sewage Facility
Date: November 10, 2017 at 4:45 PM
To: **Caroline Sweeney** caroline.sweeney@tceq.texas.gov
Cc: Amy.Davis@oag.texas.gov



Dear Ms. Sweeney, Ms. Davis,

I am writing to ask again that you provide me with some clarifying information about the issues I raised in a letter written in October 2016 by Mr. Hyde. I only recently received the letter that he wrote to two of Kerr County's Commissioners, and which was distributed to other Castlecomb owners, but neither to me individually nor as representing Castlecomb Trust or Tobusch LLC.

You see, Ms. Rhonda Jolley has vigorously denied having any knowledge of the letter, or any discussion with the AG or TCEQ of the issues raised in it. Since you state that these issues were discussed with my attorneys I feel that Ms. Jolley must be mistaken. Since I have other concerns about the quality of her firm's representation, this only magnifies those concerns.

1. Joe Davis wrote, on September 5, 2017, "**Corey, neither Susanna or I recall ever seeing this letter. Also I do not find any copy of this letter in our files.**" He Cc'd Rhonda Jolley, and Susana Canseco.

2. Rhonda Jolley chimed in, Sept. 6, "**No. I received nothing either. We have been forwarding to you anything we received.**" She also CC'd her colleagues. Her comment was in reply to my query to her:

Thanks, Joe.

Rhonda? ... Were you aware of this letter, or of the TCEQ Director's position on the system's permit?

Corey

3. I have been following up with Branscomb PLLC, as per Ms. Sweeney's advice, but they maintain not only that they did not ever see Mr. Hyde's letter, but did not discuss the issues in it. Rhonda Jolley wrote, on November 7, 2017: "**We had never seen the October 6, 2016 Hyde letter until you recently sent it to us. ... Mr. Hyde's position on the OSSF permit was never shared with us, nor did Ms. Davis ever discuss same with us.**"

So I am perplexed about how your office could have record of discussing the issues in the letter, if not the letter itself, while Branscomb firm claims to have no knowledge or recollection of it.

Please help me clarify this issue.

Corey Abel
Trustee
Castlecomb Trust

On Sep 20, 2017, at 2:59 PM, Castlecomb <castlecomb@gmail.com> wrote:

Dear Ms. Sweeney,

Thank you very much for your prompt reply. I have followed up with my attorneys about the issues raised in Mr. Hyde's letter, and my attorney — now ex-attorneys — claim they not only never saw the letter but had no knowledge of it at all. Can you, or Ms. Davis, provide me with copies of any correspondence shared between the TCEQ, and/or the Attorney General's office, and my attorneys?

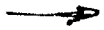
Very Best,

Corey Abel
Trustee
Castlecomb Trust

<mailto:castlecomb@gmail.com>

EXECDIR@tceq.texas.gov

andrew.murr@house.texas.gov



2. Does your opinion, stated in this letter of October 6, 2016, reverse the Kerr County EHD's action, and reinstate the permit?
3. If the system is operating within its design and the permit "should not be revoked," then why is the State still demanding that I submit plans for a new permit and new system?
4. Does Castlecomb have a valid OSSF permit at this time? If it does, this needs to be known as I cannot hire licensed maintenance operators without a permit. No one will touch it if it is unpermitted, as I am sure you can appreciate.

Looking forward to your reply,

Very truly yours,

Corey Abel
Trustee
Castlecomb Trust

<Castlecomb OSSF_092017.pdf>

From: **Castlecomb** castlecomb@gmail.com
Subject: Re: Castlecomb OSSF; settlement
Date: February 13, 2018 at 10:04 AM
To: Davis, Amy Amy.Davis@oag.texas.gov



I just couldn't get to the phone, Ms. Davis. But when I try 512-427-9057 it says number not in service. Was that you?

Corey Abel
Trustee

On Feb 12, 2018, at 09:34, Davis, Amy <Amy.Davis@oag.texas.gov> wrote:

Mr. Abel,

I just received your voicemail message. I'll give you a call tomorrow at 11AM. I will use the 303-394-3026 number you provided.

Thanks,
Amy

From: Davis, Amy
Sent: Friday, February 09, 2018 1:19 PM
To: Castlecomb <castlecomb@gmail.com>
Subject: RE: Castlecomb OSSF; settlement

Mr. Abel,

I have availability on Monday at 10AM and on Tuesday at 11AM. Mary Smith, the division's managing attorney for enforcement, will be on the call as well.

Let me know what works for you.

Amy

From: Castlecomb [<mailto:castlecomb@gmail.com>]
Sent: Friday, February 09, 2018 1:07 PM
To: Davis, Amy <Amy.Davis@oag.texas.gov>
Subject: Re: Castlecomb OSSF; settlement

Dear Ms. Davis,

What times more be good early next week to catch you by phone?

Corey Abel
Trustee

On Feb 8, 2018, at 13:44, Davis, Amy <Amy.Davis@oag.texas.gov> wrote:

Mr. Abel,

Thank you for the email address. Also, please use 512-475-4142 to reach me directly.

Best,
Amy

Castlecomb [mailto:castlecomb@gmail.com]

Tuesday, February 08, 2011 12:34 PM

Amy Davis, amy <Amy.Davis@oag.texas.gov>

Mary Smith, Mary <Mary.Smith@oag.texas.gov>

Subject: Re: Castlecomb OSSF; settlement

Dear Mr. Davis:

Please use castlecomb@gmail.com for all future correspondence communications. There is a chance that a message (my personal email address you sent to) could get overlooked or even stuck into the "trash" or "missed" entirely.

It seems that apologies for delay are "de rigueur" in our busy world, so allow me to convey mine.

The steps I have taken to resolve the matter (frustrating for an assumption of homeowner control of Castlecomb's water and septic systems have involved:

(a) my rebuffing an attempted extortionate "taking" of 7.43 acres of land owned by Tobusch LLC. This matter should be investigated for potentially criminal conduct on the part of Kerr County and City of Kerrville officials, Castlecomb residents, and others, including my ex-lawyers.

(b) my agreement as Trustee of Castlecomb to transfer the systems to a group of homeowners. This negotiation has taken several months, primarily due to maneuverings on the part of the homeowners to gain lien power over Tobusch LLC properties through a shabbily thrown together, non-legal "allow." The issue is control over modular homes that some homeowners may wish to include in Castlecomb's deed restrictions despite having won a 2005 lawsuit to have them excluded. I am working to provide a solution to legitimate community concerns while also refusing to tolerate the frivolous backtracking on an issue long since settled in Court (albeit through the vehicle of a fraudulent HOA (one which, among other things, liened properties without authority to do so, as property records show).

The transfer of facilities to local control is something I have long been open to, and actively pursued in the past with no interest being expressed by homeowners themselves, until now. And it could have been accomplished without the legal and political carnage that we have seen the past two years, had an "one thought" to make a phone call to me, and talk about it. I have all

homeowners my home number and address over ten years ago, and have made numerous and repeated invitations to constructive dialogue about any issues of concern. And, officials have had a number of ways to contact me, including email, phone, physical address, and through legal representatives. It has been terrible for the neighborhood's reputation and a gigantic waste of Texas taxpayer's resources, to have gone about this in the way Kerr County has chosen to do.

I will say this again and for the record, what I told you and others almost exactly two years ago: Kerr County Environmental Health Department manufactured this crisis. I believe those were my exact words. You may chose to ignore this, but any honest investigation would show that Castlecomb's efforts to do maintenance (grandfathered, legal, and permissible "repairs") were stifled by Kerr County's interference. This is a fact reflected in the letter of Richard Hyde from October 6, 2016, in the OSSF's functioning to this day, and other things I am not at liberty at present to discuss.

I hope this matter can be resolved quickly and constructively. When I have a final agreement, I can share it with you, and respectfully request your input on the propriety of the agreement on all points. To this issue, I am attaching a letter recently circulated by the "WSC" to Castlecomb residents, but withheld from the Trust. A resident shared it with me. It makes the partly true, vague claim that a transfer of "operations" has already been accomplished. You may recall my anger recently at the members of the "WSC" playing games with local merchants and system maintenance. In the wake of that, an informal management agreement has been achieved. More troubling, this group seems to be claiming already to be a retail utility, with a right to bill for utility services and even shut off water service. I do not believe they have this right, at least not yet. For the protection of the neighborhood, I believe there needs to be clarity about the legitimacy of the organization that takes over provision of these services, and also clarity about the City of Kerrville's intentions for the area.

Please attached "WSC" letter, which is in two pages.

Please let me know if you have any questions, or anything I can do to expedite the settlement of this matter. One last point. I hope your office can coordinate with the PUC to drop the PUC's enforcement action, since the satisfaction of it will involve my staying perpetually engaged in Kerrville in the utility business and not transferring ownership. I do not believe I can transfer what the PUC is demanding I operate.

I have a few questions for you that belong in a separate email, and may be best discussed in a phone call early next week, whenever you have availability. Please look out for that email.

Very Best,

to: amy@bel
Euse
12 Dec 2018 11:58

image001.jpg - image002.jpg

to: Feb 1, 2018, at 06:57. Date is: Amy
-Amy.Davis@oag.texas.gov> wrote:

to: amy@bel

Thank you for email regarding the transfer of the 2017 system. I apologize for the delay in getting back to you. I'd appreciate if you could outline the specific steps you plan (or have already taken) to transfer the system to the resident water supply corporation. With that information, I can hopefully prepare a proposal for you, and we can resolve this matter quickly.

If you have additional questions for me or wish to discuss this matter, please do not hesitate to call me at (512) 475-8532.

Best,

Amy

Amy Davis
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General of Texas
Tel. (512) 475-4142

Confidentiality Notice: The information contained in this email and any attachments is intended only for the recipient(s) listed above and may be privileged and confidential. If you are not the intended recipient and have received this message in error, please notify the sender immediately at the email address above and destroy any and all copies of this message.

From: **Castlecomb** castlecomb@gmail.com

Subject: Fwd: Kerr Country Pump Bills

Date: November 3, 2017 at 11:34 AM

To: Amy.Davis@oag.texas.gov, taylor.kilroy@puc.texas.gov, Aaron.Rodriguez@Tceq.Texas.Gov, Kelly.Crunk@TCFO.Texas, asma.vahora@tceq.texas.gov, **Rebecca Del Conte**, Rebecca.DelConte@puc.texas.gov, Isabel.Ford@puc.texas.gov, Imoser@co.kerr.tx.us, andrew.murr@house.texas.gov

ALL:

Here is the latest from Kerr County.

A group of homeowners have set up a WSC to take over operations of the Castlecomb water and septic systems. As Trustee of Castlecomb Trust, I have negotiated an agreement with them that is all but signed. As part of that, they agreed to pay bills, and take over all responsibilities. At the eleventh hour, this group introduced basically irrelevant demands related to Castlecomb deed restrictions, but I nevertheless tried to accommodate these demands. They are now refusing to honor their word on payments.

Local merchants are being hurt. The Trust's ability to maintain the system is being crippled by an organized refusal to pay deed restriction fees, the SOLE funds available to the Trust at this time. The Trust's account balance is under \$500, and arrears are approximately \$50,000. If homeowners paid their fees there would be no issues that couldn't be immediately addressed in full — with the exception of constructing a septic system that will cost roughly \$350,000, and lead to monthly fees for water and sewer combined of between \$550-600 per home, based on current rate work-ups.

In spite of the PUCs position on the Trust's lack of a CCN, the PUC has acknowledged it has no authority over deed restriction fees AND it has advised several homeowners that they should pay for services received in the interim while Castlecomb works on various filings. Those advisements have been shared with the neighborhood with zero effect.

Having endured the interference of KCEHD with routine maintenance that would have prevented the now-infamous environmental conditions from emerging; having been framed for a felony I never came close to committing; having been defamed, slandered, harassed, and intimidated; having seen members of the community intimidated by others in the neighborhood; having had neighbors encourage others to obstruct legally required water sampling; having had vital information about the status of Castlecomb's OSSF permit deliberately withheld from me; I've really had enough of the madness.

When is someone going to take a hard, close look at how KCEHD runs it's affairs; how the County and State decided on the unprecedented course of pursuing this as a felony matter when they were aware of the maintenance work being done by licensed providers; how various licensed maintenance providers failed to do their jobs; and how I have been subject to extortionate pressures to give up land (owned by an alleged victim entity) to make it all go away?

Very Sincerely,

Corey ABEL
Trustee
Castlecomb Trust

Begin forwarded message:

From: Castlecomb <castlecomb@gmail.com>
Date: November 3, 2017 at 10:42:22 MDT
To: Chris Lee <c.lee5806@icloud.com>
Cc: goldstarsafety1@gmail.com, Christopher.Lee@kerrvilletx.gov, jerrydweaver@yahoo.com, Imoser@co.kerr.tx.us, andrew.murr@house.texas.gov, kerrpump@hctc.net
Subject: Re: Kerr Country Pump Bills

Dear Chris, et. al.,

I sent you, over a week ago, a signable agreement and deed restrictions meeting all your demands.

Your side threw in the deed restriction issue at the the last minute, yet I have done all I can to meet the demand. I have made several requests to you to clarify and discuss further if any further discussion is needed. And you have not answered these requests. In fact, you have insisted on post-poning the discussion of DRs until later.

In addition, you requested an inspection, which I have agreed to and furnished a contact who is available, but I have not received word from you, Mr. Hardin, or your inspector about their availability, nor about whatever concerns you may have that animated the 11th hour request for inspection. Immediately prior to this, if you recall, your attorney Mr. Hart was trying to impose a 36 hour, over the weekend deadline to signing a previous version of our agreement.

You have raised last minute concerns, last minute major demands, and fail to communicate with me; and now you are holding a local merchant hostage.

If they quit, the entire neighborhood suffers. Do you realize that this reflects badly on your capacity as managers of the system? The arrears owed just by the three members of the WSC would be sufficient to cover the current bills

EXHIBIT M

BRANSCOMB LAW FIRM ATTEMPT TO FORCE TRANSFER OF LAND

State of Texas, Plaintiff	§ § § § § § § § §	In the District Court of
V.		Travis County, Texas
COREY ABEL, TRUSTEE OF THE CASTLECOMB TRUST,		250 th Judicial District
Defendant.		

REPLY TO MOTION TO WITHDRAW AS COUNSEL

To The Honorable Judge of Said Court:

Branscomb PC and Joe Davis, attorney, request permission to withdraw as counsel. Corey Abel, Trustee, of The Castlecomb Trust prays the Court's assistance in determining whether to reject this motion.

The payment or non-payment of fees is not 'good cause' and not a sufficient reason alone for withdrawal. Fee payments were arrested due to a dispute over the quality of representation, and financial obligations are a matter the court need not consider.

To wit:

A. Branscomb PC and attorneys Rhonda Jolley, Susana Canseco, and Joe Davis were retained jointly by Corey Abel, individually, Corey Abel, Trustee of Castlecomb Trust, and Tobusch LLC along with its parent Oroya LLC. In the above styled case, The Castlecomb Trust is the defendant, but Branscomb PC also represented, as stated in several letters by Susana Canseco, "Able and his entities," due to the complicated nature of the facts in this and related matters.

Recently, Rhonda Jolley has insisted, in writing, that her firm represents solely the Castlecomb Trust; and also that her firm represents Corey Abel individually and as Trustee. Her signature lies on an engagement letter listing Corey Abel individually, Corey Abel as Trustee of Castlecomb Trust, and Tobusch/Oroya LLC's.

Conclusion: To say the least, it is disturbing and gives one pause in sending tens of thousands of dollars to a firm that is not able to keep straight whom it represents.

B. The first of three 'resolutions' to this matter proposed in October 2016 by Branscomb PC, and actively pushed by Joe Davis, was to have Corey Abel Trustee, sign an Agreed Temporary Injunction. Unfortunately, and as I made clear as Trustee, the fulfillment of the Agreed Order to satisfy the Injunction was (and remains) impossible, due to financial

constraints. I was advised to sign anyway, and then, unable to fulfill the requirements, simply 'walk away'. I insisted that I could not sign an agreement in good faith that I knew I could not and would not fulfill. I raised the prospect of contempt of court, since non-compliance with the Injunction would surely expose me to this charge. Joe Davis said that the Attorney General representing the TCEQ, Amy Davis, was aware of the Trust's desperate financial condition and "probably" would not pursue a contempt of court. However, he also said there was no way the Attorney General would put anything in writing to the effect of waiving any contempt charge, or even acknowledging the Trust's inability to fulfill the Injunction. In the end, I refused to sign, and the case went into an informal abeyance.

What did not happen that should have happened, was Branscomb requesting a formal cessation in this case until the criminal trial I face (as Corey Abel individually) was resolved, due to the fact that with overlapping facts, any appearance in court would prevent my making a full defense in the civil trial without possible compromise of my rights in the criminal trial. Not only was that request for a delay not performed, which would have been effective in safeguarding my rights and also quick and inexpensive, but the prospect of appearing in court on the civil matter and possibly compromising my criminal defense was used to pressure me to go along with the signing of the Order.

Conclusion: It is disturbing to pay tens of thousand of dollars to a firm that willfully pressures its client to risk a contempt of court charge, while failing to take simple and efficient measures to protect the client's rights and interests.

C. The second proposed resolution that was proposed by Branscomb shortly after the Agreed Order issue subsided was a plan to "entitle" adjoining acreage owned by TOBUSCH LLC. This is why the various denials by Rhonda Jolley that her firm represents Tobusch are important. Tobusch land, as well as three rental houses, are alleged victims of the Trust's alleged actions. As an alleged victim Tobusch should not be held accountable. It is an entirely separate entity. Rhonda Jolley and Susana Canseco (who worked on this issue more than Joe Davis), acknowledged this point about Tobusch's victim status and its independence from any claims that may be made against the Trust.

The 'entitlement' plan was as follows. City of Kerrville officials have stated publically on several occasions that the cost of hookup for water and sewer for this neighborhood is going to be \$1.2 million. The value of the unentitled Tobusch land may be as high as \$200,000, but may not be that high. The 'entitlements', according to Grady Jolley, Rhonda Jolley's husband whom she brought in for this deal, could according to Gray Jolley, double the property's value. Thus, at an optimistic projection, the entitled land may be worth \$400,000. But, Mr. Jolley said, the City of Kerrville would expect Tobusch to contribute about one third to one half of the costs for the hook up. It is not hard to see that this "deal" would simply strip Tobusch of its land, in order to pay for City hook-up, which some developer, who Mr. Jolley felt sure he could find quickly, would exploit in developing the land. This deal, it was thought, would resolve the civil matter by providing an alternative to the current private septic system, and lead to dismissal of the

criminal charge against me. But at the time I retained and hired Branscomb PC in my multiple capacities, I had made very clear that I would never allow this sort of land grab. In fact, the reason for Branscomb PC representing me in several capacities is precisely because this sort of multi-sided deal making might emerge. But it would have been expected that for tens of thousands of dollars, a deal better than this would be developed. Why should Tobusch, the interests of which are allegedly severely damaged by the Trust's alleged actions, be forced to suffer massive losses in order to 'make things right'?

Conclusion: Branscomb PC acted with extreme negligence of its client's interests in proposing a deal that would strip Tobusch of its land, while trying to persuade me that it was a way to dramatically increase the value of the land. Of course, that increase would disappear as soon as I would also have to agree to pay a substantial portion of the City's costs to hook up the neighborhoods involved. It is hard to understand why I went along and paid this firm tens of thousands of dollars for this level of misrepresentation.

D. The third possible resolution was not proposed by Branscomb but was enthusiastically endorsed by Susana Canseco and Rhonda Jolley. This resolution breaks down into two parts.

First, the Assistant District Attorney of the 216th Judicial District, John Hoover, proposed in writing through my criminal defense attorney, that Tobusch surrender 8 to 15 acres of the 24.43 acre property it owns, to the City of Kerrville. In exchange, the criminal charge would be dismissed, and the Asst. DA would request the Attorney General to non-suit or dismiss its case in the presently referenced matter. The City then announced it wanted to pull out of the agreement, despite initial indications of their having a strong interest in it.

Second, the Assistant District Attorney, John Hoover, proposed in writing through my criminal defense attorney, that Tobusch surrender the entirety of the 24.43 acres of property it owns, to a group of homeowners represented by William Spencer Hart. In exchange, the criminal charge would be dismissed, and the Asst. DA would request the Attorney General to non-suit or dismiss its case. The ostensible reason for this group to receive this land was that it would be used to pay for a new or renovated septic system. The trouble, of course, is that the value of the land could never cover the cost of a \$350,000 system. If, however, the land were entitled and/or developed, it might cover the cost; or, a deal might be made with the City of Kerrville on sewer hook-up, perhaps avoiding the need to sell any land to pay for septic renovations.

Mr. William Spencer Hart met with Susana Canseco and had several phone contacts. Email contact was avoided so (I believe) there is no paper record of Canseco's efforts in this deal. However, I could never find out from Ms. Canseco who, exactly, Hart represented. His name didn't even surface for some time, as individuals in the neighborhood called Ms. Canseco to express their interest in this deal. Did he represent all homeowners? Two, or a few homeowners individually? She never could say. She insisted it just wasn't important. She said she would find out and never did.

I met with Mr. Hart personally in the first days of August 2017, after Branscomb indicated they would quit helping me, and he was frank about who he represented – an

alleged start-up HOA, and a newly formed water supply corporation (the WSC). He recently said that Ms. Canseco certainly knew whom he represented, and if she had doubts could have asked. Indeed, I asked her several times to ask and she wouldn't; or, she did and refused to share that information with me. Mr. Hart was careful to point out that he did NOT represent the individuals, but only the HOA and the Castlecomb WSC. He even admitted that individually, he would have a conflict of interest. I have since learned independently that Mr. Hart's close association with the family of Barret Guzzardo is what likely creates this conflict.

Barret Guzzardo is one of the HOA/WSC members. He moved into the Castlecomb neighborhood in around May of 2015. He, like his father, is a home builder by profession. Mr. Hart has also told me that Mr. Guzzardo is interested in acquiring the land adjacent to Castlecomb, which is the acreage owned by Tobusch LLC, which the Asst. DA John Hoover would like Tobusch to surrender. Strangely, for someone interested in the land, neither Mr. Guzzard nor his representatives have ever simply inquired about it, whether it was for sale, at what price, the usual sorts of things you do if you are interested in real estate.

Instead, Mr. William Spencer Hart had numerous personal meetings with the Asst. DA John Hoover, to propose and arrange this deal, during the Spring of 2017, possibly earlier, and certainly since that time. He has at times been accompanied by Christopher Lee, also a new Castlecomb resident and member of the WSC. Mr. Lee has allegedly sold his home in Castlecomb, yet the sale goes unrecorded in the Kerr County records. Since Mr. Lee has left the neighborhood, he can no longer be on the board of the WSC as a community non-profit, yet he continues to act in that capacity.

After making clear my refusal to be forced to give up Tobusch's land in the fashion outlined above, I received what can only be called badgering and belligerent heckling from Ms. Susana Canseco and Ms. Rhonda Jolley, trying to pressure me to accept this "deal" which would surrender Tobusch's land to a group of homeowners. I put my foot down and insisted this would simply not happen. It was at this point that Ms. Jolley began articulating different views of which persons or entities Branscomb PC represents, but always leaving out Tobusch LLC. She was obviously violating her client's interest, and when she was called on it, tried to say her client was not her client at all. There was no push back at all against the Asst. DA's blatantly extortionate 'deal' to have Tobusch surrender its land in exchange for dropping the criminal charge against me (individually) and requesting the State to dismiss the present cause as well. There really wasn't even any outrage at what was being proposed. Instead, I was told this was a terrific deal, and the best I could get in the circumstances. Again, this outcome was something I had expressly rejected from the outset and ran exactly counter to Branscomb's charge.

Conclusion: Branscomb PC violated Tobusch's interest for a second and third time, with the proposed deals to give up land to the City of Kerrville or a group of homeowners. At the same time, vital information about who was on the other side of this negotiation was either willfully not found out, or withheld from me, by Ms. Susana Canseco.

E. Ms. Canseco's refusal or inability to convey vital information was not limited to discovering the client(s) of Mr. Hart. Another major element to this case and the criminal case against me concerns the actions by Kerr County Environmental Health Department to manage in detail the maintenance activities undertaken by the Trust's licensed maintenance providers, and in February 2016, to revoke the permit to operate the Castlecomb OSSF. There has been on-going confusion on Kerr County's authority over this OSSF. In 2007, then-County Attorney (or Asst.) Ilsa Bailey wrote that Ray Garcia had informed her that the County had no authority over it. And yet the situation persisted, up to and including the point at which the County intervened in maintenance activities and forced Joe Stewart to stand down, while they were aware that he had opened up lines for flushing.

In February of 2017, it became clear that Kerr County NEVER had authority over this system, and has been acting *ultra vires* for some 30 years. The UGRA permit was originally for 8981 gpd, and should never have transferred to the County. Around March 6th-9th, Susana Canseco and an engineer the Castlecomb Trust hired, Doug Carvel, arranged a phone conversation with Louis Herrin, TCEQ Director of Wastewater Permitting, to discuss both the County's lack of authority over the Castlecomb OSSF and what types of system could be permitted, to seek a cost-effective way to renovate the septic system. After that call, I got a very brief account of what was covered, but Ms. Canseco also said an attorney representing the TCEQ was on the call. When I asked her who this was, she couldn't remember, and said she would find out. I followed up numerous times over a period of about four weeks, each time getting brush-off replies about how it doesn't matter, it's not what we need to focus on, she can't recall, she will have to check her notes, etc., when, finally she admitted she had not written it down, did not have it in her notes, and could not remember.

Conclusion: One of a lawyer's most basic responsibilities is control of information. Knowing who is on a phone call falls into that category. If an attorney can't keep notes to say who was on a call, she would seem to be failing a basic competency of her profession.

F. The content of the above referenced phone call with Mr. Louis Herrin also bears directly on a letter that the TCEQ Executive Director, Richard Hyde wrote to Kerr County Commissioners Tom Pollard and Tom Moser and cc'd to Andrew Murr, Representative for the 58th District in the Texas House of Representatives, in early October 2016. In that letter, Mr. Hyde maintained that the Castlecomb OSSF was operating properly within its design capacity and that its permit should not be revoked at this time. I received a copy of this letter from a homeowner in early September 2017. Upon reading this judgment from Mr. Hyde, I was shocked and angered not to have been made aware of it earlier. It is a matter of deep concern, not just to myself, but to many parties including the homeowners of Castlecomb subdivision and Kensington subdivision, to know whether Castlecomb OSSF has a permit or not; to know whether the County acted illegally to revoke the permit, or if the TCEQ acted in some way to reinstate it. I immediately wrote to Mr. Hyde, since Branscomb was by this time withdrawing or quitting from working for me.

Through Mr. Hyde's office, Caroline Sweeney, and Amy Davis' office, I learned that "the issues in the letter" had been discussed with my counsel -- Jolley, Davis and Canseco at Branscomb. But when I inquired with the attorneys at Branscomb, they insisted they not only did not receive the letter (which is clear since they are not cc'd on it), but that they never discussed these issues with the Attorney General, or the TCEQ. Either the Attorney General Amy Davis is right, and the issues were discussed, or Branscomb is right, and they were not. Given Branscomb's inability to manage basic information, find out who an attorney represents, keep straight who they actually represent, and moreover, their willingness to expose me to contempt charges, and efforts to strip a client of its land, I really have to give the benefit of the doubt to Ms. Sweeney and Ms. Davis, and conclude that the attorneys at Branscomb are once again withholding information, or, just failing to keep track of information vital to my interests and my rights.

The issues with Branscomb do not stop there. Assuming they were quitting and withdrawing from representation, I requested my entire case files be sent to me as is proper and legally required. It took several requests over about a three to four week period before files were sent. At the same time, I was in discussion with Ms. Sweeney and Ms. Davis as noted just above. I asked them for any correspondence relevant to my case; and they sent me various information and emails, three of which were not included in the files sent to me by Branscomb. I therefore know that Branscomb overlooked or withheld some files. I am in the process of collating their billings and claimed work against files I have received, or other proof I have of work performed.

Conclusion: Branscomb PC's constant neglect of my rights and interests, their utter failure to protect the interests of a client, Tobusch, which they later tried to disavow, and their reckless and unprofessional inability to find or retain basic information, and convey to me all the vital issues surrounding my case and its settlement, along with their indifference to my being extorted in a criminal matter to surrender land, all suggest I should be thrilled to say 'goodbye' and watch them go. Indeed, I should think that is the intuitive path, along with filing the information contained in this "Reply to the Motion to Withdraw As Counsel" with full documentation and supporting evidence to the Texas State Bar for investigation.

HOWEVER: This case, allegedly, is near resolution, since as Trustee, I have worked out an agreement with the Castlecomb WSC to take over operation, without any land transfer. Asst. DA Mr. John Hoover, in repeated conversations with my criminal defense attorney has said that once this agreement is reached, he would drop the criminal charge against me and request the State to dismiss this case as well. If Branscomb is allowed to withdraw, I will have to attempt to settle this all *pro se*, and without legal expertise concerning any new contingencies that may spring up. In addition, I live in Denver, Colorado, a very long way from Travis or Kerr County, a circumstance that renders my self-representation extremely burdensome. Finally, if I am left 'high and dry' now, and am forced to retain new attorneys, the burden of 'getting up to speed' on the case would run to thousands or even tens of thousands of dollars.

I therefore ask for the Court's advice and will follow the Court's suggestion as to which course to take. Require Branscomb PC to finish the job of representing me with knowledge of how poorly they have done so far, or allow them to withdraw but leave me 'high and dry'.

Sincerely,

Corey Abel
(e-signed)

Corey Abel
Trustee
Castlecomb Trust

EXHIBIT N

**WSC CLAIMS AUTHORITY TO CHARGE FOR AND DENY UTILITY SERVICE
AND HOMEOWNER CONCERNS**

sent early ~~June~~ ^{May} 2017
(not shared w/ Castlecomb Trust)

Neighbors,

My name is Brandon Miller of 121 Dover Dr., I am one of the three members of the Non-Profit Castlecomb Water Supply Corporation (CWSC). I wanted to pass along some new information to you about the status our neighbor's water and septic issues.

not exactly, but a transition was being nego.
claims authority

First as of this week Mr. Able has turned over the operations of both the community's water and sewer system to the water supply corporation. This now gives us the authority to operate and maintain both systems. This also gives the CWSC the authority to bill for the provided service.

The CWSC has been in negotiations with the Mr. Able for several months and we have come to an agreement on the system that we believe is in the best interest of our community. The Board's commitment to all of you is to provide reliable water and sewer to your home and to be transparent in the operations and records of the systems. None of the board members have or will receive payment for their obligations & time to running the system.

With that you also have the obligation to our community and your neighbors. We have set a fee of \$125 dollars for each home, including the three owned by Mr. Able. We are starting with several thousands of dollars in debt with some major repairs that we anticipate in the future. I have included a list of bills that need to be addressed on the next page.

Several of you have been making contributions to the CWSC to help prepare for this day and has been used for some maintenance issues that have come up. Those of you that have been making contributions when we reach a place where we can we will use these funds the credit your account.

With this agreement made with Mr. Able the CWSC as stated before has the authority to bill for the services provided. The CWSC has same authority to not provide services to any home that fails to make their payments. This would be a last resort and the Board will be willing to work with residents if needed.

claims authority to deny service

The systems are where they should be and that is in the control of the people that live in Castlecomb. If you have any questions or concerns, please feel free to get in touch with myself or any other member of the CWSC.

Respectfully,

Brandon Miller,	Chris Lee,	Jerry Weaver
830.377.5156	830.370.5806	830.743.2357

Bills owed to Kerr Country Pump - Water Provider

\$7,500 - Tank Repair (Required by TCEQ, needs to be completed by the first of the year)
\$827.21 - July service plus miscellaneous repairs
\$884.50 - August service and water testing
\$817.63 - Emergency call out (Sept when we lost water)
\$493.00 September Service

Total \$10,522.24

We have visited at length with this provider and he is confident once the required work is completed that there should be no major work that will be needed for the water system and is in good working order.

TCEQ

State required testing will be performed 8/15 cost will be approximately \$900, this is done every 3-5 years.

Bill owed to Mr. Spencer Hart - CWSC Attorney

\$6,000 - Services provided to form and establish the non-profit water supply corporation as well as consulting through the negotiations with Mr. Able.

TCEQ

\$200 - Annual water system fees

Bills owed to Top Cut - Lawn Service

\$410 - August / September mowing in the septic field & entrance.

Other anticipated bills

Septic Provider to maintain system monthly cost - \$400 to \$600 per month plus associated repair cost.

Bookkeeper - to send out monthly reminder and keep the CWSC financial records. Approx. \$325 per month plus set up fees.

KPUB - Electric bill for both the water and septic service

There still be other unanticipated expense that we are unaware of in the future. We are working closely with the County, City and the State to be sure that the system meets all required standards.

We are not sure what will find once we get a provider to maintain the system, but we do anticipate needed repairs of the system. It is our understanding that there has not been any routine maintenance since TCEQ made the repairs to the system.

There are a lot of unknowns when it comes this system including the life of the system. As residents we need to plan on the system possible needing to be replaced in the next few years. We will be getting estimates on replacing the system as well as if we would qualify for any grants to help offset the cost.

Please make Payments of \$125 to CWSC starting November 15th. Payments may be mailed to 418 Quinlan St. # 486 Kerrville Texas 78028 or you can set up an auto draft with Wells Fargo by going to one of the branches and providing the following information.

Routing Number 111900659 ; Account Number 1891767517

attorney's fees
to be paid
from mms
paid to
"WSC"

From: **Adriana Herrera** <a.herrera0343@gmail.com>
Subject:
Date: **June 5, 2017 at 09:15**
To: CASTLECOMB@gmail.com

Hi Castle comb

Who do I pay my 135 to. Somebody else here is charging me 125 also. And if I don't pay here they will cut my water off. What is the legal station. Help me on this. Thank you Adriana Herrera

From: **Gabriel Lopez** gabelopez3333@gmail.com
Subject: **Fwd: Re: Castlecomb Water Supply**
Date: **June 5, 2017 at 20:59**
To: castlecomb@gmail.com



We don't have nothing in writing. Only verbal whatever she told her.
----- Forwarded message -----
From: "Castlecomb" <castlecomb@gmail.com>
Date: Jun 5, 2017 9:53 PM
Subject: Re: Castlecomb Water Supply
To: "Gabriel Lopez" <gabelopez3333@gmail.com>
Cc:

Thank you.

If you have in writing that they said they would cut your water that would be helpful.

Corey Abel
Trustee

On Jun 5, 2017, at 20:33, Gabriel Lopez <gabelopez3333@gmail.com> wrote:

----- Forwarded message -----
From: "Adriana Herrera" <aherrera0343@gmail.com>
Date: Jun 5, 2017 9:31 PM
Subject: Fwd: Fwd: Castlecomb Water Supply
To: "gabelopez3333@gmail.com"
Cc:

----- Forwarded message -----
From: "Adriana Herrera" <aherrera0343@gmail.com>
Date: Jun 5, 2017 8:34 PM
Subject: Fwd: Fwd: Castlecomb Water Supply
To: "gabelopez3333@gmail.com"
Cc:

----- Forwarded message -----
From: "stella herrera" <stella513@gmail.com>
Date: Jun 5, 2017 8:18 PM
Subject: Fwd: Fwd: Castlecomb Water Supply
To: "aherrera0343@gmail.com" <aherrera0343@gmail.com>
Cc:

Sent from Yahoo! Mail for iPhone

Begin forwarded message:

On Tuesday, May 9, 2017, 5:19 PM, Rick Phipps <rpphipps@earthlink.net> wrote:

----- Forwarded Message -----

From: 46 2017 <>
X-Account-Key: account3
X-UIDL: 11e7-34f0-a87825ce-92bd-002128140e30
X-Mozilla-Status: 0003
X-Mozilla-Status2: 00000000
X-Mozilla-Keys:
Status: U
Return-Path: <c.lee3806@icloud.com>
Received: from mx.bracke.at@sa.earthlink.net ([207.69.195.30]) by mail.afraid.at@sa.earthlink.net (EarthLink SMTP Server) with SMTP id 1D8b8L2TR3N36X0, Tue, 9 May 2017 15:49:47 -0400 (EDT)
Received: from st13p1im.asmtip003.me.com ([17.164.40.218]) by mx.bracke.at@sa.earthlink.net (EarthLink SMTP Server) with SMTP id 1D8b8L1BQ3N341 for <rpphipps@earthlink.net>; Tue, 9 May 2017 15:49:47 -0400 (EDT)
Received: from process-dkim-sign-daemon.st13p1im.asmtip003.me.com by st13p1im.asmtip003.me.com (Oracle Communications Messaging Server 7.0.5.38.0 64bit (built Feb 26 2016)) id <00PDKIM-Signaturev=1; a=rsa-sha256; c=relaxed/relaxed; d=icloud.com; s=4d515a; t=1494359284; bh=7JMwFv3b3A5c4C68ud10j3vApfkhwmV4Gw+V5wQ=; h=From Content-type MIME-version Date: Subject: To: X-Proofpoint-Virus-Version vendor=fsecure engine=2.50.10432.; definitions=2017-05-09_15.; signatures=0 X-Proofpoint-Spam-Details rule=notspam policy=default score=0 spamscore=0 ckscore=1034 suspectscore=3 malwarescore=0 phishscore=0 adultscore=0 bulkscore=0 classifier=spam adjust=0 reason=mx scan=0 From: Chris Lee <c.lee3806@icloud.com>
Content-type: text/plain; charset=us-ascii
Content-transfer-encoding: quoted-printable
MIME-version: 1.0 (1.0)
Date: Tue, 09 May 2017 14:49:40 -0500
Subject: Castlecomb Water Supply
Message-id: <8C08D71E-C3D0-4618-98DB-9CA984A9AD74@icloud.com>
To: Alvin & Carol Francis <pic.zuko@windstream.net>, Barrett Guzardo <bbguzardo@yahoo.com>, bdavis002@sats.rcrc.com, Brandon Miller <goldstarsafety16@gmail.com>, Brittany Weaver <brw@earthlink.net>
X-Mailer: iPhone Mail (14D27)
X-ELNK-TLSInbound: 1
X-ELNK-Received-Info: spv=0;
X-Authentication-Results: dkim=pass; (0 no or failed dkim processing); dmarc=none; (1); dwt=miss; den=not exempt;
X-ELNK-AV: 0
X-ELNK-Info: sby=0; sbr=0; sbf=bb; sbw=000;
X-Esetid: 37303A29A32DC56B667765

Dear neighbors,
The Castlecomb Water Supply Cooperation has been officially set up with the State of Texas. A board has been formed and adopted bylaws and has had its first meeting. A checking account is in place and
Chris Lee

----- rpphipps.vcf -----

From: **Adriana Herrera** a.herrera0343@gmail.com
Subject: **2 Diffrent Water Bills**
Date: **December 11, 2017 at 17:31**
To: **Castlecomb** castlecomb@gmail.com

Corey Abel I have two water bills. Which should I pay. One is castlecomb water supply corp from 218 Quinlan st. Kerrville And the other castlecomb (maintenance fee) This one is from you. Please get this right. Thank you

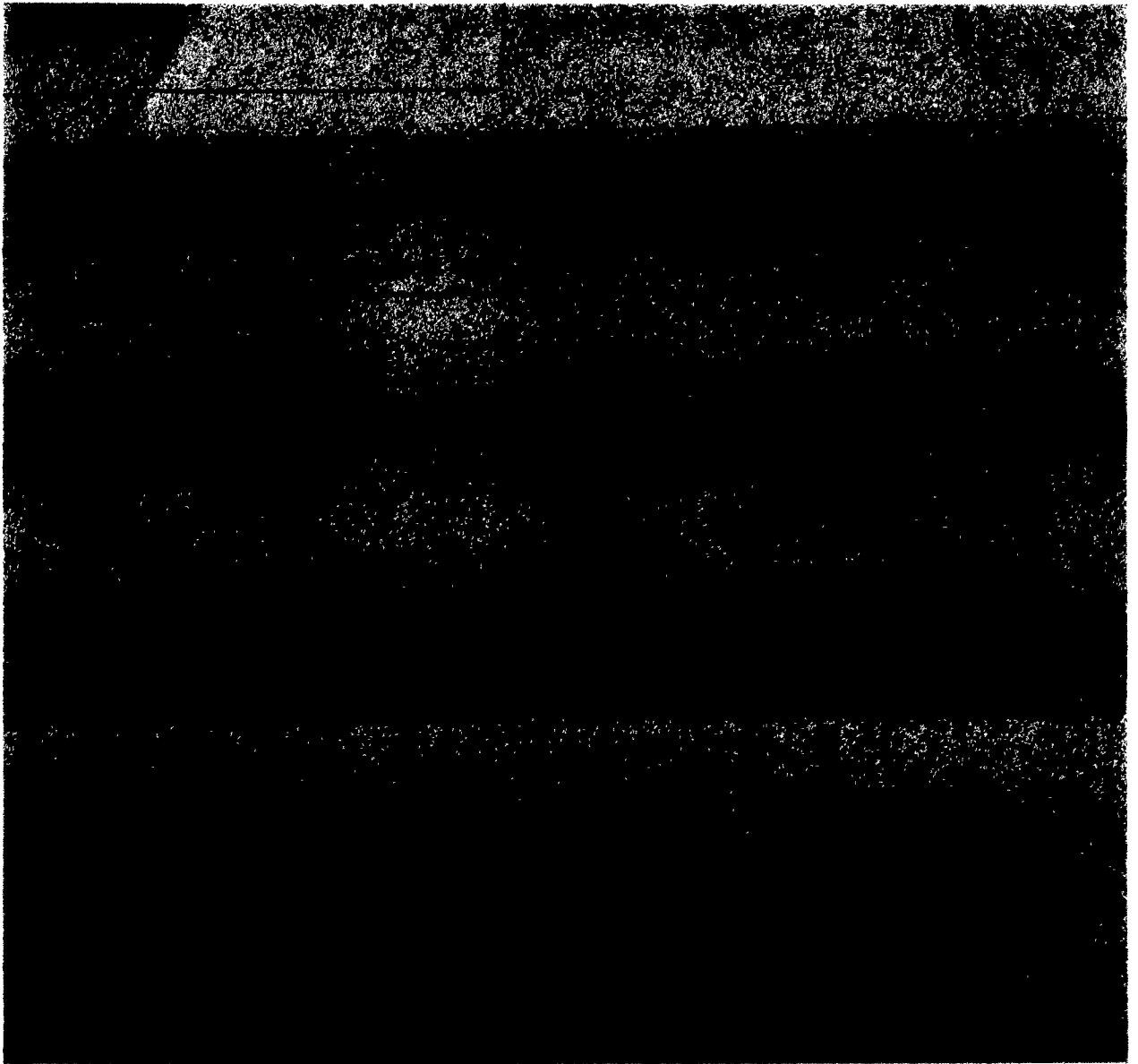
lead restrictions



Due Date
12/15/17

Item	Description	Quantity	Price	Amount
				\$1000
				\$135
				\$0
				\$135
				\$1
				\$136





From: **Adriana Herrera** a harrera0343@gmail.com
Subject: Re: 2 Diffrent Water Bills
Date: December 12, 2017 at 21:21
To: Castlecomb castlecomb@gmail.com



printer format issue -
go to p. 2

Thank you for let me know

On Dec 12, 2017 10:10 PM, "Castlecomb" <castlecomb@gmail.com> wrote:
Adriana,

You can just pay Castlecomb for now, like always. Once that changes, you and everyone will be notified. I hope the transition will happen soon.

Thanks,

Corey ABEL
Trustee

On Dec 12, 2017, at 19:12, Adriana Herrera <a.herrera0343@gmail.com> wrote:

Please let me know who to pay. I can't pay 2 bills. I don't know who the other people are. Thank you.

On Dec 12, 2017 7:12 PM, "Castlecomb" <castlecomb@gmail.com> wrote:
Adrianna,

Please send me any letters you got from Brandon Miller or other members of the water supply corporation or the HOA. At this point the new water supply corporation owns nothing, but we have been working on a deal. Since the Trust still owns, that is why invoices continue.

There was supposed to be a signed agreement and a joint public announcement before operations are turned over, and that hasn't happened.

Thanks,

Corey Abel

On Dec 11, 2017, at 17:33, Adriana Herrera <a.herrera0343@gmail.com> wrote:

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

From: a.herrera0343@gmail.com
Date: Dec 11, 2017 6:25 PM
Subject: 2 Diffrent Water Bills
To: Castlecomb <castlecomb@gmail.com>
Cc:

Corey Abel I have two water bills. Which should I pay. One is castlecomb water supply corp from 218 Quinlan st. Kerrville And the other castlecomb (maintenance fee) This one is from you. Please get this right. Thank you

<20171211_180539.jpg>
<20171211_180449.jpg>

From: **Adriana Herrera** <a.herrera0343@ymail.com>
Subject: Re. bill from Water Supply Corp. group, and letter?
Date: December 19, 2017 at 09:14
To: **Castlecomb** <castlecomb@gmail.com>

On Dec 18, 2017 3:46 PM, "Castlecomb" <castlecomb@gmail.com> wrote:
Dear Adrianna,

I just wanted to thank you for letting me know about the recent bill you received from the "water supply corp."

Did you also receive a letter from this group discussing a transition of ownership? Some other residents have mentioned a letter. I never got one, but I was wondering if you did receive something, could you please forward it to me?

Thanks very much.

Corey Abel
Trustee

I have not received anything from the other people. Only the bill.

From: **Castlecomb** castlecomb@gmail.com
Subject: **Re: Septic and Water Monthly Invoices**
Date: **December 18, 2017 at 15:23**
To: bdavis002@stx.rr.com



Dear Brenda,

I have tried to reply, twice, but not sure if it worked, or if you got my replies.

Castlecomb Trust is still the legal owner. Discussions have been taking place for a transfer to the new water corporation, but these are not finalized. Nothing has been signed.

Would you please be so kind as to forward me the letter Brandon Miller sent, and anything else the water supply corporation and/or HOA has sent in the past few months? It would greatly aid my understanding of what is going on. I had not thought we were at a point of making an announcement, and that announcement was to be a joint announcement when the time is right.

Thanks,

Corey Abel
Trustee

On Dec 10, 2017, at 08:24, bdavis002@stx.rr.com wrote:

Corey,

I need legal documentation from you, stating that you are still the legal owner of the Castlecomb Septic and Water.

The residents of Castlecomb have received a letter from Brandon Miller, stating that you have turned over the operations of both the community's water and sewer system to the Castlecomb Water Supply Corp, which now gives them the right to bill us for the water and septic. Unfortunately, he could not produce any legal documentation confirming this. So, now the residents are receiving two invoices, one from you and one from the Castlecomb Water Supply Corp.

I want to pay for services rendered, but I need LEGAL documentation advising where to send my monthly payments.

Why is there so much confusion on who owns the Castlecomb Water and Septic?????????

It should be pretty simple to produce Legal documentation as to who owns this system.

All of this seems to be pretty underhanded and shady.

I can't pay for two different invoices for the same service.

Please respond immediately to let everyone know what should be done legally.

Thank you,
Brenda Davis

From: **Castlecomb** castlacomb@gmail.com

Subject: **Fwd: HOA effort**

Date: **February 23, 2018 at 9:28 AM**

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

cc: bdavis002@stx.rr.com, c6h12o6@mindless.com, brownlow47@yahoo.com, xxsharlaxx@hotmail.com, a.herrera0343@gmail.com, paigemasseycoop@yahoo.com, dcowden@satx.rr.com, kmal_2002@hotmail.com, muziceve@gmail.com, jasonsoth@yahoo.com, brittweaver25@yahoo.com, bigalfishnut@yahoo.com, ellenlynch@windstream.net, joycenemi@windstream.net, bkryzer@yahoo.com, Shannon.G.Kelly13@gmail.com, staceyellis68@outlook.com, joe.kelly@suddenlink.net, dnmmlr121@gmail.com, sherrera53@yahoo.com, jane@hohcamp.com, staceyellis1968@yahoo.com, christybell5263@gmail.com, kehinjc@live.com, andrew.murr@house.texas.gov, Amy.Davis@oag.texas.gov, Taylor.Kilroy@puc.texas.gov

Dear Castlecomb Homeowners:

Please scroll to the bottom of this email chain, where you will see [Rick Phipps](#) boasting that he and Tom Moser have pressured Adrianna Herrera to pay the "HOA" "fees" for the provision of water and wastewater services. This came in response to my repeated queries to the alleged members of the alleged "HOA" to inform me of their progress in developing a legal HOA.

Mr. Phipps apparently thinks that when someone contacts me with a question or concern, that it is a "[leak](#)." He also thinks "all this is funny." I couldn't disagree more.

Ms. Adrianna Herrera, the "leak" referred to by Mr. Phipps, contacted me a few months ago very disturbed and afraid due to Mr. Phipps threats against her to cut off her water if she refused to pay fees. She also feared reprisals from Stella Herrera, Mr. Phipps' wife (or partner), at their joint place of work. Again, I do not think this is funny at all. I have mentioned this case to you already, and brought it to the attention of local officials, who have done nothing to protect Ms. Herrera or others who are being treated in this way. Ms. Herrera also shared with me that when she signed the "Memo of Understanding" drafted last year by Mr. Hart (whose legal fees the water board is demanding you pay) she was told that it was only a contact list and was unaware of any "Memo." About half the owners in Castlecomb signed; I can only guess how many were also deceived like Ms. Herrera.

I will be sending more info soon on the Trusts' ongoing efforts to negotiate a transfer of operations to a homeowner controlled group. While I have been working with them in good faith, they apparently feel the appropriate course of action is to "[ignore Corey](#)." Making progress is slow and difficult under these conditions.

Mr. Moser and the rest of you should know that to date, there is ZERO evidence of any legitimate effort to form an HOA with actual members in the Castlecomb community. I have expressed my willingness to help in this regard, if, and only if, the effort is legitimate. What has happened is that three men — Mr. Morehead, Mr. Phipps, and Mr. Guzardo — have filed a paper with the Secretary of State and now represent themselves as an "HOA" when, as far as I can determine, they bear no legal characteristics of an HOA at all. They have repeatedly ignored my efforts to follow up and get basic information on the status of the group.

Very Best,

Corey Abel
Trustee
Castlecomb Trust

Begin forwarded message:

From: Rick Phipps <rphipps@earthlink.net>

Subject: Re: HOA effort

Date: February 17, 2018 at 10:31:10 MST

To: Castlecomb <castlecomb@gmail.com>, bqguzardo@yahoo.com, clay.morehead@keg1llc.com

Cc: c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, goldstarsafety1@gmail.com, jerrydweaver@yahoo.com

On 2/16/2018 6:45 PM, Castlecomb wrote:

Guys, it's been over a week and I've yet to hear a peep out of the "HOA" board. This leads me to wonder if it actually exists, or any effort has been made to form it. Can the "HOA" claim to have any members other than its founders? My understanding is that without 100% membership, it can't be more than a voluntary "club" which is what I've heard it called.

To make matters more confusing Tom Moser is apparently telling people that Chris Lee is in charge of both HOA and water Corp.

Best,

Corey Abel
Trustee

From: **Castlecomb** castlecomb@gmail.com

Subject: Fwd: HOA effort

Date: February 23, 2018 at 09:28

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

Bcc: bdavis002@stx.rr.com, c6h12o6@mindless.com, brownlow47@yahoo.com, xxsharlaxx@hotmail.com, a.herrera0343@gmail.com, paigemasseycoop@yahoo.com, dcowden@sabx.rr.com, kmai_2002@hotmail.com, muziceve@gmail.com, jasonsoth@yahoo.com, brittweaver25@yahoo.com, bigalfishnut@yahoo.com, ellenlynch@windstream.net, joycenemi@windstream.net, bkryzer@yahoo.com, Shannon.G.Kelly13@gmail.com, staceyellis68@outlook.com, joe.kelly@suddenlink.net, dnmilr121@gmail.com, sherrera53@yahoo.com, jane@hohcamp.com, staceyellis1968@yahoo.com, christybell5263@gmail.com, kehinjc@live.com, andrew.murr@house.texas.gov, Amy.Davis@oag.texas.gov, Taylor.Kilroy@puc.texas.gov

Dear Castlecomb Homeowners:

Please scroll to the bottom of this email chain, where you will see Rick Phipps boasting that he and Tom Moser have pressured Adrianna Herrera to pay the "HOA" "fees" for the provision of water and wastewater services. This came in response to my repeated queries to the alleged members of the alleged "HOA" to inform me of their progress in developing a legal HOA.

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Trustee
Castlecomb Trust

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Subject: Re: HOA effort

Date: February 17, 2018 at 10:31:10 MST

To: Castlecomb <castlecomb@gmail.com>, bggzuzardo@yahoo.com, clay.morehead@keg1llc.com

Cc: c.lee5806@icloud.com, Christopher.Lee@kerrvilletx.gov, goldstarsafety1@gmail.com, jerrydweaver@yahoo.com

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To make matters more confusing Tom Moser is apparently telling people that Chris Lee is in charge of both HOA and water Corp.

Best,

Corey Abel
Trustee

On Feb 6, 2018, at 11:35, Castlecomb <castlecomb@gmail.com> wrote:

Gents,

Can you let me know if there has been any interest in your planned HOA? I haven't heard anything about it in months, but some residents have contacted me about things the "HOA-club" has said. Are you claiming to have an operational and legal HOA? Some in the neighborhood may be confused about the relation between the HOA and water supply corp.

Thanks,

Any other concerns, feel free to contact me.

Best,

Corey ABEL
Trustee

Hi All,

I know now where the leak to Corey is coming from..... It one of the home owners on Cardiff...and she is now going to send our water company checks as indicated from Corey that Moser told her she had better start paying us.... Just thought all this is funny... As Chris said let us proceed and ignore Corey....

Rick