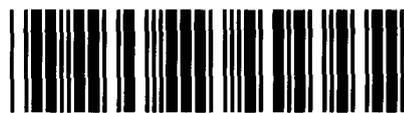




Control Number: 47523



Item Number: 1

Addendum StartPage: 0

DOCKET NO. **47523**

RECEIVED

2017 AUG 17 PM 2:47

PUBLIC UTILITY COMMISSION
NEWS CENTER

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL §
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ §
DOCKET NO. 2013-2032-UCR)) §

PUBLIC UTILITY COMMISSION
OF TEXAS

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

Pursuant to TEX. UTIL. CODE § 13.248 and 16 TEX. ADMIN. CODE § 24.117, Maxwell Water Supply Corporation (“Maxwell”) requests approval of a contract to recertify certificated service area back to Maxwell. The “Contract” is a settlement agreement which resolves and concludes all issues related to the appeal from an administrative order of the Executive Director of the TCEQ (“ED”), predecessor to the Public Utility Commission of Texas (“Commission” or “PUC”) in this matter,¹ issued on October 4, 2013 (the “Order”). The Order granted TCEQ Application No. 37683-C (“Application”) to decertify, on an expedited basis and without hearing, a portion of Maxwell’s certificated water-service area covered by Certificate of Convenience and Necessity (“CCN”) No. 10293 (“Maxwell’s CCN”) under TEX. WATER CODE § 13.254(a-5). The current owner of the land covered by the subject service area, Whisper Master Community, L.P. (“Whisper”), is a party to the Contract. The service area is located within the City of San Marcos, a retail public utility, which is also a party to the Contract.

¹ In the 83rd Regular Session, the Texas Legislature transferred the economic regulation of water and sewer utilities from the TCEQ to the PUC. Act of May 15, 2013, 83rd Leg., R.S., ch. 170, 2013 Tex. Gen. Laws 771 (HB 1600). Accordingly, the TCEQ no longer has jurisdiction over the issues in this case; rather, the PUC is the agency with jurisdiction to address the issues on remand in this case.

I. BACKGROUND

A. Expedited decertification of Maxwell service area

1. On or about August 6, 2013, Jerry E. Patterson, in his capacity as Commissioner of the Texas General Land Office and Chairman of the School Land Board (collectively, “GLO”), filed the Application for expedited decertification of 504.853 acres of real property owned by GLO and located within Maxwell’s CCN (the “Property”).²

2. GLO alleged the Property qualified for expedited release under section 13.254(a-5) of the Texas Water Code because the Property was not receiving water service from Maxwell. At or about the same time, two other landowners filed similar applications for expedited release of their properties from Maxwell’s service area on the same basis; those properties are located adjacent to the Property.³

3. Maxwell filed a response to the Application on September 6, 2013; an amended response on September 17, 2013 in which it requested a contested case hearing; and a surreply on September 20, 2013. The responses included sworn affidavit testimony from Maxwell’s engineer and general manager establishing the presence and size of water lines and facilities on, up to, and adjacent to the Property, and establishing Maxwell’s right to protection against decertification under 7 U.S.C. § 1926(b).

² See *Petition of State of Texas for Expedited Release of Property from Maxwell Water Supply Corporation Certified Service Area*, TCEQ Application No. 37683-C, TCEQ Docket No. 2013-2032-UCR (Aug. 6, 2013).

³ The other two applications were styled:

Petition of N.O.B. 216 Holdings, Ltd. for Expedited Release of Property from Maxwell Water Supply Corporation Certified Service Area, TCEQ Application No. 37680-C, TCEQ Docket No. 2013-2033-UCR (Aug. 2, 2013).

Petition of Yarrington Partners, Ltd. for Expedited Release of Property from Maxwell Water Supply Corporation Certified Service Area, TCEQ Application No. 37681-C, TCEQ Docket No. 2013-2034-UCR (Aug. 2, 2013).

4. On October 4, 2013, the ED signed an order granting the Application. The ED did so without holding a hearing, despite Maxwell's request for one. The Order decertified the Property from Maxwell's CCN and reduced Maxwell's CCN boundaries consistent with that decertification. As a result of the Order, Maxwell was left with a smaller service area and no right to serve a high-growth portion of the decertified area in which Maxwell had existing infrastructure. The ED also signed orders granting the two applications related to the adjacent properties.

B. Maxwell appeals orders of decertification

5. Maxwell exhausted its administrative remedies. Pursuant to 30 TEX. ADMIN. CODE § 50.139, on November 1, 2013, Maxwell filed a motion to overturn the Order with the TCEQ. Maxwell attached additional evidence to the motion establishing why the ED's Order had to be overturned and the Application denied. By letter dated December 4, 2013, Maxwell received notice that its motion to overturn the Order was overruled by operation of law on November 25, 2013.

6. Maxwell timely appealed the Order and the orders in the two cases relating to the adjacent properties.⁴ The three cases were assigned to Judge Orlinda Naranjo on December 20, 2013 pursuant to Travis County Local Rule 10.2. In each case, Maxwell challenged defendant TCEQ's decision to grant the applications to decertify a portion of Maxwell's CCN under section 13.254(a-5) of the Texas Water Code.

⁴ The three causes are:

Cause No. D-1-GN-13-003767, *Maxwell Water Supply Corp. v. Texas Commission on Environmental Quality*, 201st Judicial District, Travis County, Texas;

Cause No. D-1-GN-13-003768, *Maxwell Water Supply Corp. v. Texas Commission on Environmental Quality*, 250th Judicial District, Travis County, Texas;

Cause No. D-1-GN-13-003771, *Maxwell Water Supply Corp. v. Texas Commission on Environmental Quality*, 353rd Judicial District, Travis County, Texas.

C. Interested parties reach settlement that would recertify 100 acres to Maxwell

7. The interested parties in these cases mediated and engaged in significant and complicated settlement discussions between Maxwell, GLO, Whisper, and the City of San Marcos (“Interested Parties”). The Interested Parties reached a settlement agreement that could dispose of all three cases, including this case (the “Contract”). A copy of the executed Contract is attached as Exhibit A. The Contract was fully executed on December 18, 2015. The Contract contemplates that several conditions must be met according to a timeline. If the conditions are met, the Contract contemplates a motion to remand one or more of the causes, as necessary, to the PUC to request relief that would finalize the settlement as contemplated by the parties. That relief is to request recertification of approximately 100 acres from within the Property to Maxwell’s CCN (the “Recertification Area”).

8. The decision to enter into the Contract was discussed at a meeting of Maxwell’s Board of Directors. A copy of the agenda and minutes from that meeting are attached hereto as Exhibit B.

9. Similarly, the decision to enter into the Contract was discussed at a meeting of the City Council of the City of San Marcos. A copy of the agenda and minutes from that meeting are attached hereto as Exhibit C.

10. There are no customers affected by the recertification proposed in this petition. Thus, notice is not required. 16 TEX. ADMIN. CODE § 24.117(c)(1). Even if notice were required, Exhibits B and C establish sufficient notice as contemplated by 16 TEX. ADMIN. CODE § 24.117(c)(2).

11. As part of the Contract, GLO sold its parcel to Whisper, such that Whisper now owns or controls all real property at issue in the three administrative appeals, including the Property at issue in this case.

12. The Contract's conditions for remand were met. Accordingly, on December 16, 2016, the District Court entered an order remanding Cause No. D-1-GN-13-003767 (the appeal of the Application filed by GLO) to the PUC for consideration of the settlement and request for recertification.

D. The Recertification Area

13. The parcels that were decertified, including the Property, are part of a proposed development and Public Improvement District ("PID") within the city limits or extra-territorial jurisdiction of the City of San Marcos. The PID is located in the western portion of Maxwell's service area, along Interstate Highway 35 ("IH-35"). The PID is to be developed by Whisper, which owns or controls through affiliated entities the parcels of real property included in the PID, now also including the Property. The development project is referred to as "Whisper Texas."

14. The land comprising Whisper Texas includes the approximately 100-acre Recertification Area, on which Whisper intends to construct at least 450 single-family residential units, as more particularly described in Exhibit A and the maps attached thereto. Construction of the residential area has not begun. Accordingly, there currently are no customers in the Recertification Area, nor will any customers be transferred or otherwise affected by this petition.

15. A general location map identifying the Recertification Area in relation to the nearest county boundary, city, or town is attached as Exhibit D.

16. A detailed map identifying the Recertification Area in reference to verifiable man-made and natural landmarks, such as roads, rivers, and railroads, is attached as Exhibit E.

17. A metes and bounds survey of the Recertification Area is attached as Exhibit F.

E. Maxwell can serve the Recertification Area

18. Maxwell is a water supply corporation created and operating under Chapter 67 of the Texas Water Code. Maxwell's service area covers approximately __ square miles in Caldwell and Hays Counties, including high-growth areas along IH-35 between Austin and San Antonio. Maxwell currently serves approximately 1,650 connections, all of which are entirely outside of the Recertification Area.

19. At the time of the Application, Maxwell held the CCN covering the Property and was legally obligated to provide service to the Property. TEX. WATER CODE § 13.250(a).

20. Maxwell is in compliance with all TCEQ requirements applicable to CCN holders. Maxwell currently meets or exceeds TCEQ's minimum standards for treatment, storage, distribution, and capacity. See 30 TEX. ADMIN. CODE §§ 290.42-.45. Maxwell currently retains an immediately-available water-capacity surplus of approximately 598 acre-feet. Such capacity was acquired in anticipation of providing water service to undeveloped portions of Maxwell's CCN, including the Property.

21. Maxwell is willing and functionally able to provide water service to its entire service area, including both the Recertification Area and those areas adjacent to the Property. Maxwell has constructed a network of water lines to serve its entire service area, and anticipates serving all the property within it. Maxwell invested substantial funds in the construction of its water-system infrastructure, totaling approximately \$9,565,482.

22. With respect to the Property, Maxwell has constructed several lines directly to, on, and along the Property's boundaries, including: a 16-inch water line along IH-35; a 12-inch water line along Yarrington Road; and a 12-inch water line along Harris Hill Road. Maxwell's 16-inch

water line that parallels IH-35 is located approximately 30 feet inside GLO's property boundary. Further, Maxwell's system includes a 500,000-gallon elevated storage tank available to serve development on the Property, and located within approximately 50 yards of the Property's boundary. The combined value of these large capacity water lines and the 500,000-gallon water storage tank serving the Property is approximately \$2,109,760. Maxwell's investment in these facilities evidences Maxwell's commitment and ability to serve the Recertification Area and surrounding service area.

23. These facilities are of sufficient size and capacity to develop the Recertification Area for residential use, or a typical blend of residential, commercial, and retail improvements. Maxwell can construct a regular, residential-water-service tap and meter on the Property within five working days of a proper request; a reasonable time period under industry standards.

II. JURISDICTION

24. The Commission has jurisdiction over the parties and subject matter of this petition by virtue of TEX. WATER CODE §§ 13.041 (powers of Commission); 13.042 (original and appellate jurisdiction of Commission); 13.241 (granting certificates); and 13.248 (contracts valid and enforceable).

III. PARTIES

25. The party seeking Commission action by this remand petition is Maxwell Water Supply Corporation, with its administrative offices and principal place of business located at 216 Main Street, Maxwell, Texas 78656.

26. Maxwell's authorized representatives for service of all pleadings and other documents in this proceeding are:

Carl R. Galant
Philip S. Haag

Brytne D. Kitchin
MCGINNIS LOCHRIDGE
600 Congress Avenue, Suite 2100
Austin, Texas 78701
(512) 495-6083
(512) 505-6383 (Facsimile)
cgalant@mcginnislaw.com

27. The sole owner of the entirety of the land included within the Recertification Area is Whisper Master Community, L.P. The general partner of Whisper Master Community, L.P. is Whisper M.C., LLC; and its manager is:

Robert W. McDonald, III
c/o Jeffrey S. Howard
MCLEAN & HOWARD
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, TX 78746
(512) 328-2008
(512) 328-2409 (Facsimile)
jhoward@mcleanhowardlaw.com

IV. BASIS FOR APPROVAL OF RECERTIFICATION BY CONTRACT

28. Tex. Water Code § 13.248 states:

Contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the utility commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity.

Pursuant to its authority to “adopt and enforce rules reasonably required in the exercise of [its] powers and jurisdiction,” TEX. WATER CODE § 13.041(b), the PUC adopted Rule 24.117, which details the process for obtaining Commission approval of contracts between retail public utilities. *See* 16 TEX. ADMIN. CODE § 24.117.

29. Rule 24.117 applies to contracts transferring certificated service area between existing CCN holders. The Contract satisfies this requirement as Maxwell holds CCN 10293. The City of San Marcos holds CCN 10298.

30. Rule 24.117 permits approval of the contracts described in TEX. WATER CODE § 13.248 by filing a written petition with the PUC. *See* 16 TEX. ADMIN. CODE § 24.117(b). The petition must include:

- a. Maps of the area to be transferred as described in 16 TEX. ADMIN. CODE § 24.119(a) (*see Exhibits D, E, and F*);
- b. A copy of the executed agreement (*see Exhibit A*);
- c. The number of customers to be transferred (no customers will be transferred); and
- d. An affidavit attesting to the date any notice was filed and a copy of the notice (*see Exhibits G and H*).

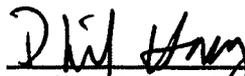
31. This petition satisfies all of these requirements.

V. REQUEST FOR RELIEF

32. Maxwell therefore requests that the Commission grant the following relief:

- a. Recertify area as shown in Exhibits D, E, and F; and
- b. Amend Maxwell's CCN to include the Recertification Area.

Respectfully submitted,



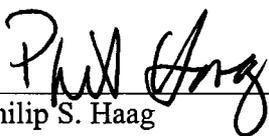
Carl R. Galant (SBN 24050633)
Philip S. Haag (SBN 08657800)
Brytne D. Kitchin (SBN 24079973)
MCGINNIS, LOCHRIDGE & KILGORE
600 Congress Avenue, Suite 2100
Austin, Texas 78701
(512) 495-6083
(512) 505-6383 (Facsimile)
cgalant@mcginnislaw.com

ATTORNEYS FOR MAXWELL WATER SUPPLY
CORPORATION

CERTIFICATE OF SERVICE

I certify that on August 17, 2017, a true and complete copy of the foregoing document was sent to the following by the method indicated below:

<p><i>Fax and Email</i> Jeffrey S. Howard MCLEAN & HOWARD Barton Oaks Plaza, Building II 901 South MoPac Expressway, Suite 225 Austin, Texas 78746 (512) 328-2008 (512) 328-2409 (Fax) jhoward@mcleanhowardlaw.com</p> <p>ATTORNEY FOR DEVELOPER</p>	<p><i>Fax and Email</i> Anthony Grigsby Linda B. Secord Texas Attorney General's Office Environmental Protection Division P.O. Box 12548 Austin, Texas 78711-2548 (512) 463-2012 (512) 320-0911 (Fax) anthony.grigsby@texasattorneygeneral.gov linda.secord@texasattorneygeneral.gov</p> <p>ATTORNEYS FOR PUC</p>
---	--



Philip S. Haag

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT A: CONTRACT

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement"), effective as of the last date of signing as indicated on the signature page ("Effective Date"), is entered into by and among Maxwell Water Supply Corporation ("Maxwell"); State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office ("GLO") for use and benefit of Permanent School Fund; N.O.B. 216 Holdings, Ltd. ("NOB"); Yarrington Partners, Ltd. ("Yarrington"); Whisper Master Community, L.P. as successor-in-interest to Texas Realty Retail Partners, Inc. ("Developer"); and the City of San Marcos, Texas ("City"). The parties to this Settlement Agreement may be referred to singularly as a Party or collectively as Parties.

I. RECITALS

WHEREAS, GLO owns 504.853 acres of real property located in Hays County, Texas more particularly described on **Exhibit A** ("GLO Tract");

WHEREAS, NOB owns 216.30 acres of real property located in Hays County, Texas more particularly described on **Exhibit B** ("NOB Tract");

WHEREAS, Yarrington owns 201.496 acres of real property located in Hays County, Texas more particularly described on **Exhibit C** ("Yarrington Tract");

WHEREAS, the GLO Tract, NOB Tract, and Yarrington Tract are collectively referred to as the "Decertified Area," which Decertified Area was located within the certificate of convenience and necessity ("CCN") for retail water service held by Maxwell in an area in Hays County located east of IH-35 near and within the City;

WHEREAS, GLO, NOB, and Yarrington each filed petitions with the Texas Commission on Environmental Quality ("TCEQ") to decertify their respective tracts of land within the Decertified Area from Maxwell's CCN pursuant to Texas Water Code § 13.254(a-5);

WHEREAS, the Executive Director of the TCEQ granted the decertification petitions in three separate orders, and Maxwell filed lawsuits against the TCEQ appealing those orders in Travis County district court, which appeals remain pending in the following three causes: Cause No. D-1-GN-13-003767, *Maxwell Water Supply Corp. v. TCEQ v. Texas General Land Office, Intervenor*, in the 201st Judicial District, Travis County, Texas; Cause No. D-1-GN-13-003768, *Maxwell Water Supply Corp. v. TCEQ*, in the 250th Judicial District, Travis County, Texas; Cause No. D-1-GN-13-003771, *Maxwell Water Supply Corp. v. TCEQ*, in the 353rd Judicial District, Travis County, Texas (collectively, the "Litigation");

WHEREAS, Developer intends to develop some or all of the Decertified Area for residential and commercial use in a development project referred to as Whisper Texas, which is more particularly described on **Exhibit D** (the "Development"), and GLO intends to sell the GLO Tract to Developer for that purpose;

WHEREAS, Developer intends to develop within ten (10) years an area of approximately 100 acres within the Development for at least 450 single family residential units, as more particularly described on **Exhibit E** ("**Residential Area**");

WHEREAS, the City will provide retail wastewater service to the Development and retail water service to the area within the Development and Decertified Area other than the Residential Area described on **Exhibit E**.

WHEREAS, the City believes that the resolution of the Litigation will have a positive financial benefit to the City by enhancing the City's ability to receive additional property tax and sales tax revenues; and

WHEREAS, the Parties have agreed to enter into this Settlement Agreement to resolve the Litigation and end the uncertainty and expense of continued litigation.

NOW, THEREFORE, in consideration of Reimbursement, mutual covenants, and other good and valuable consideration as set forth in this Settlement Agreement, and to resolve and settle finally and fully the claims asserted in the Litigation with respect to the Decertified Area, the Parties agree as follows:

II. SETTLEMENT TERMS

1. Maxwell to Serve Residential Area.

a. Subject to the terms and conditions set forth in this Settlement Agreement, the Parties agree that Maxwell's CCN will be amended to include the Residential Area, in its location as described on **Exhibit E** (the "**CCN Amendment**"). The location of the Residential Area is as shown on **Exhibit E**. The Parties may by mutual consent, not to be unreasonably withheld, conditioned or delayed, make adjustments to the precise boundaries of the Residential Area prior to any application or submittal to the Public Utility Commission for the CCN Amendment provided that any additional costs that Maxwell may incur in order to provide service to the Residential Area as a result of the adjustments will be paid by Developer and provided that any such changes must be made before the date that is one hundred fifty (150) days after the Effective Date or before any deadline imposed by the Public Utility Commission, whichever date is earlier. The Parties will reasonably cooperate to take such further actions as are necessary to accomplish this amendment, whether by remand of the Litigation so the Decertified Area can be modified or through such other process as dictated or suggested by the regulatory authority having jurisdiction over Maxwell's CCN and the Decertified Area.

b. Developer represents and warrants that it has prepared and is in the process of updating and revising preliminary plans to develop the Residential Area, that it initially estimated approximately that it would contain five hundred (500) single-family residential units outside the 100-year flood plain as determined by FEMA at the time of construction, and that it intends to pursue such plans for development of the Residential Area. However, Developer and Maxwell agree that Developer is continuing to design and engineer its development plans for the Residential Area and, as a result may develop the Residential Area

with as few as four hundred fifty (450) single-family residential units if development standards of the City render it infeasible to develop more. Maxwell represents and warrants it is capable of providing retail water service to the Residential Area sufficient to adequately serve at least five hundred fifty (550) single-family residential units and that the existing Maxwell facilities and improvements adjacent to the Residential Area have sufficient capacity and are in all respects adequate to provide clean, safe and reliable water service to the Residential Area at the levels, volumes and pressures required under the applicable ordinances of the City without any further off-site water improvements or facilities being required.

c. For service to the Residential Area, Maxwell agrees that it will only charge the following up-front rates, fees and charges to the Developer, or a subsequent developer or landowner that seeks to develop the Residential Area that apply prior to occupancy of any structure(s) within the Residential Area (the “Up-Front Charges”) in amounts equal to or less than the current amount charged by the City for the corresponding service (“Charge Limitation”):

- i. Installation fee per “LUE” (as the term “LUE” is defined in Maxwell’s tariff), sometimes referred to as tap-in fee and/or connection fee, which is based on the actual cost of the connection plus 10%, unless Developer bears such responsibility and cost.
- ii. Front-end capital contribution fee sometimes referred to as impact fee, capital recovery fee, living unit equivalent fee, currently in the amount of \$2285.00/LUE (payable upon plat approval).
- iii. Membership fee of \$100.00/meter (for which there is no equivalent City fee).
- iv. Permit application or review fee of \$50.00/connection.
- v. Deposit of \$50.00/connection.

Neither the Charge Limitation nor any other limitation on the amount of rates, fees, and charges shall apply to the future residential customers within the Residential Area. Maxwell may charge the future residential customers within the Residential Area its normal and customary rates, fees, and charges assessed to residential customers in the normal course of its business at the time of such assessment including, by way of example and not in limitation, monthly minimum charges, gallonage charges, membership fees, customer service inspection fees and other monthly user fees. However, Maxwell may not attempt to recover the amount of fee reductions caused by the Charge Limitation in any such residential customer rates, fees and/ or charges. Maxwell acknowledges that the Charge Limitation will result in Up-Front Charges that are lower than Maxwell would otherwise receive from service to the Residential Area, but in return Maxwell will receive the Reimbursement Amount (as defined below) and a minimum amount of \$314,609.00 in Up-Front Charges or Compensation, as described below in Section II.1.f and II.2. Maxwell warrants and represents to all of the other Parties that its agreement to implement the Charge Limitation as provided in Section II.1.e below is not prohibited by applicable law.

d. Except as provided in this Settlement Agreement and the amendment to Maxwell’s tariff as provided in Section II.1.e below, Developer shall comply with all applicable provisions of Maxwell’s tariff as a condition of receiving service, including by way of example

and not in limitation, the obligations to secure Maxwell's approval of the plans and specifications of its internal facilities and to convey them to Maxwell and the timely payment of all required fees at the time or times as required in the tariff. In addition, Maxwell's obligation to serve the Residential Area pursuant to this Settlement Agreement shall terminate for any portion of the Residential Area for which a plat has not been recorded within ten (10) years of the effective date of this Settlement Agreement. However, the foregoing shall not prohibit Developer from re-applying for service to any such affected areas subject to available capacity and the then current terms and conditions of Maxwell's tariff.

e. Maxwell shall amend its tariff within sixty days of the Effective Date of this Settlement Agreement (the "Charge Limitation Deadline") to incorporate the Charge Limitation pursuant to all applicable legal requirements including without limitation all applicable provisions of the Texas Public Utility Commission (the "PUC") rules, including, by way of example and not in limitation, the applicable provisions of P.U.C. Sub. R. 24.41(g) and (i).

f. The Parties agree that \$314,609.00 is the minimum amount of compensation Maxwell should receive for the Decertified Area. The Parties further agree that the money received by Maxwell from the Up-Front Charges authorized above for service to the Residential Area is intended to compensate Maxwell for the decertification of the remainder of the Decertified Area from Maxwell's CCN, not including the Residential Area and any existing Maxwell facilities and improvements located on or adjacent to or necessary for service to the Decertified Area, including the Residential Area. Accordingly, except for the Reimbursement required by GLO, Maxwell hereby *RELEASES, ACQUITS, AND FOREVER DISCHARGES* Developer, NOB, Yarrington, Texas Realty Retail Partners, Inc., and GLO from any obligation either may have to provide compensation for the Decertified Area under Section 13.254 of the Texas Water Code or P.U.C. Sub. R. 24.113 or other applicable law. However, because development of the Residential Area has yet to occur, Maxwell does not release the City from its obligation to provide compensation to Maxwell under the Settlement Agreement, Sections 13.254 or 13.255 of the Texas Water Code or P.U.C. Sub. R. 24.113 or 24.110 or other applicable law, unless and until the minimum amount of \$314,609.00 in Up-Front Charges are received by Maxwell from the Residential Area. Maxwell agrees to defer this compensation as provided below.

g. The amount of compensation the City may be required to pay Maxwell will be determined by subtracting from \$314,609.00 the total amount of Up-Front Charges Maxwell has received from the Residential Area by the tenth anniversary of the Effective Date ("Compensation"), provided that the amount of compensation will never be less than \$314,609.00. Notwithstanding the foregoing, the Parties agree that the said amount of \$314,609.00 shall increase beginning on the first day of the sixth year at a rate of 2.5% of the outstanding balance compounded annually. Within thirty (30) days after the end of each anniversary of the Effective Date, and for so long as the minimum amount of \$314,609.00 has not been received by Maxwell from the Residential Area, Maxwell shall provide a report to the City and Developer that reflects the total Up-Front Charges received by Maxwell from the Residential Area. Developer shall also provide a report to the City regarding the total Up-Front

Charges remitted to Maxwell from the Residential Area. Within thirty (30) days of receiving this report after the tenth anniversary of the Effective Date, the City shall pay Maxwell any remaining Compensation. Once the minimum amount of Up-Front Charges of \$314,609.00 (plus interest provided herein as applicable) is received by Maxwell, Maxwell will release the City from any compensation owed under this Settlement Agreement, Sections 13.254 or 13.255 of the Texas Water Code, P.U.C. Sub. R. 24.113 or 24.110, and other applicable law for decertification or service to the Decertified Area. After such release, Maxwell is entitled to continue collecting the rates, fees, and charges associated with service to the Residential Area in the amounts authorized by the Settlement Agreement. In the event that the Charge Limitation is not formally adopted and/ or effectuated prior to the Charge Limitation Deadline so that CCN Amendment will not apply and the Residential Area will remain as part of the Decertified Area, then the Compensation shall be paid by the City to Maxwell as provided in Section 13.254 of the Texas Water Code.

h. Maxwell shall continue to own and possess all of its facilities and improvements located on or adjacent to or necessary for service to the Decertified Area, including the Residential Area and shall not transfer any such facilities or improvements to any future provider of service to the Decertified Area. Developer or any subsequent developer or landowner of the Residential Area shall be responsible only for the cost of any additional infrastructure internal to the Residential Area necessary to provide retail water service to the Residential Area.

i. Maxwell shall provide the City with monthly water billing data by account for Maxwell customers in the Residential Area for purposes of the City generating accurate wastewater billings. Maxwell further agrees that it will promptly disconnect water service to any Maxwell customer in the Residential Area in order to enforce non-payment of wastewater charges upon the written request of the City in accordance with the requirements of PUC Rule 24.88. The Parties agree that this Settlement Agreement constitutes an agreement pursuant to PUC Rule 24.88, Subsection (e); however, the Parties also agree that it may be beneficial at some point in time to enter into a separate such agreement if new or additional terms become necessary for the Parties to satisfactorily accomplish the goals of this provision.

j. Maxwell agrees to not protest any CCN application requested by the City that is necessary or appropriate for the City to provide retail water service to the Development excepting the Residential Area provided that the City is not in violation of this Settlement Agreement at the time any CCN application is filed by the City.

k. If (i) Maxwell is unable to provide water service to the Residential Area pursuant to the terms and conditions of this Settlement Agreement because it does not have adequate water capacity, (ii) the Charge Limitation is not implemented as provided above, or (iii) the PUC fails to recertify the Residential Area to be within Maxwell's CCN, then the CCN Amendment shall not apply or be required and Section II.1.a above shall be of no further force or effect, but the other terms of this Settlement Agreement shall remain in full force and effect, the Residential Area shall not be included within Maxwell's CCN and shall be part of the Decertified Area, all of the terms of this Settlement Agreement that establish any rights or privileges to Maxwell with respect to the Residential Area shall no longer be of any force or

effect, and Maxwell shall accomplish the Dismissal (as described below); provided, however, that in any such event, the City shall still pay Maxwell the Compensation as provided herein.

2. **Reimbursement.** GLO will pay \$75,000 to Maxwell (the "Reimbursement"). The Reimbursement is conditioned on the sale of the GLO Tract and will be accomplished as follows: Within seven days of the closing of the sale of the GLO Tract to Whisper Master Community, L.P., GLO will deliver to counsel for Maxwell a check in the amount of \$75,000 made payable to "McGinnis Lochridge, Iolita Trust Account." Maxwell acknowledges GLO is making the Reimbursement to McGinnis Lochridge, Iolita Trust Account, and agrees that, after such delivery, GLO has no obligation to further deliver or distribute any portion of the Reimbursement to Maxwell. This Settlement Agreement is null and void and of no effect if Maxwell does not receive the Reimbursement within sixty (60) days of the Effective Date.

3. **Dismissal.** Maxwell will dismiss with prejudice the three causes comprising the Litigation (the "Dismissal") within seven days after the earlier to occur of (i) the Charge Limitation Deadline if Maxwell has failed to formally adopt and/ or effectuate the Charge Limitation prior to the Charge Limitation Deadline as required in Section II.1.e above, or (ii) the Residential Area is formally recertified to be within Maxwell's CCN, unless a remand of one or more of the causes is required to accomplish the recertification of the Residential Area to Maxwell. Absent a remand, the Dismissal of a cause will be accomplished as follows: Maxwell will file with the applicable court an Agreed Motion to Dismiss and Agreed Order within seven days after earlier date described above or as soon as practicable after full execution of the Agreed Motion to Dismiss and Agreed Order by counsel. The Parties will take any other actions that may be necessary to cause the ultimate dismissal with prejudice of the Litigation, but only after the Residential Area is recertified to Maxwell. The Parties intend that the Residential Area will be recertified to Maxwell and that the remaining portions of the Decertified Area will be or will remain decertified from Maxwell's CCN and become part of the City's water service area and agree to reasonably cooperate and to take such further actions as necessary to effectuate this intent.

4. **Successors and Assigns.** The Parties agree the restrictions, covenants, conditions, rights, and obligations set out in Section II.1 of the Settlement Agreement shall run with the real property identified as the Residential Area and shall be binding on all parties having or acquiring any right, title, or interest in the Residential Area or any part thereof, and shall inure to the benefit of each owner thereof. The Parties agree to execute and file a Memorandum of Agreement in the Real Property Records of Hays County in the form attached as **Exhibit F**. All of the Parties agree to execute a recordable release of such Memorandum of Agreement requested by any subsequent owner of all or any portion of the Residential Area upon satisfaction of the terms of this Settlement Agreement. The Developer shall have the right to assign the rights and obligations of this Settlement Agreement to any subsequent owner or all or any portion of the Residential Area, and upon such assignment, shall be relieved of any obligations hereunder so long as the assignee assumes all of the assignor's obligations in this Settlement Agreement.

5. **Mutual Release.** By execution of this Settlement Agreement, in exchange for the Reimbursement and Dismissal and other consideration described herein, save and except for the

rights, obligations, Compensation and Reimbursement required by this Settlement Agreement, Maxwell, GLO, NOB, Yarrington, and Developer (collectively, the "Litigation Parties"), the City, Texas Realty Retail Partners, Inc., and their respective elected officials, council members, directors, representatives, heirs, assigns, successors or predecessors, officers or directors, employees, agents, principals, shareholders, partners, insurers and attorneys hereby expressly *RELEASE, ACQUIT, AND FOREVER DISCHARGE* each other and the other's respective elected officials, council members, directors, representatives, heirs, assigns, successors or predecessors, officers or directors, employees, agents, principals, shareholders, partners, insurers and attorneys *FROM AND AGAINST ANY AND ALL EXISTING OR FUTURE CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, COSTS AND EXPENSES, OBLIGATIONS, EXPRESS WARRANTIES, IMPLIED WARRANTIES, LIABILITIES, DAMAGES, AND DEMANDS OF ANY KIND WHATSOEVER*, whether known or unknown, asserted or unasserted, whether arising in equity, under common law, state or federal statute or code, contract, or by any other authority, including, without limitation, claims for declaratory relief, or that in any way, directly or indirectly, relate to, are based upon, or arise out of the Litigation or other matters or transactions described in the Litigation, or out of any of the facts, events, occurrences, circumstances, acts, omissions, or relationships involved with the claims made or that could have been made between or among the Litigation Parties in the Litigation.

III. MISCELLANEOUS

1. **No Admission of Liability.** Each of the Parties denies any and all wrongdoing of any kind whatsoever relating to the Litigation, and expressly denies all allegations and claims of the other Party in the Litigation. This Settlement Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim, fault, liability, or damages whatsoever.

2. **Dispute Resolution.** Before filing a lawsuit or other legal proceeding over any dispute, controversy, or claim arising out of or in connection with this Settlement Agreement (a "Dispute"), a Party must first attempt negotiation and mediation as set out below:

a. **Negotiation.** The Parties agree to attempt to settle Dispute through consultation and negotiation in good faith. Accordingly, in the event of a Dispute, the Parties agree to meet to try to resolve the Dispute within fourteen (14) days after one Party delivers a written request for a meeting to another Party.

b. **Mediation.** If after such meeting the involved Parties have not succeeded in negotiating a resolution of the Dispute within a reasonable time, then either Party may submit the Dispute to non-binding mediation. Such mediation will take place in Austin, Texas before a mediator selected by the Parties, or failing their agreement, selected in accordance with the American Arbitration Association ("AAA") mediation rules for commercial disputes, as in effect on the date of the initiation of the mediation. Each Party may initiate mediation by written notice to the other(s) of the existence of a Dispute requiring mediation. The involved Parties shall share the costs of the mediation equally.

3. **Attorneys Fees and Costs.** Except for the Reimbursement, the Parties shall bear their own attorneys' fees, expenses, and costs associated with the Litigation and the negotiation of the matters in this Settlement Agreement. In the event an action is brought arising out of an alleged breach of this Settlement Agreement, the prevailing party in said action will be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses, including, without limitation, court costs and attorneys' fees, incurred by the prevailing party to enforce this Settlement Agreement.

4. **Governing Law.** The validity, interpretation, and legal effect of this Settlement Agreement shall be governed by the laws of the State of Texas without regard to the principles of conflicts of law.

5. **Representations and Warranties.** The Litigation Parties acknowledge, represent, and warrant that (a) they are the sole owners of any claims asserted by them in the Litigation; (b) they have not sold, transferred, or assigned, voluntarily or involuntarily, in whole or in part, to any other person or entity, the claims, defenses, interest, and/or rights to recover under any of the causes of action asserted by them in the Litigation; and (c) none have unasserted claims against any other Party relating to any issue of statutory or regulatory compliance, performance, debt, contract, tort, or other issue described in the Litigation or relating to the Decertified Area, and to the extent unasserted claims exist between or among the Litigation Parties relating to any issue of statutory or regulatory compliance, performance, debt, contract, tort or other issue described in the Litigation or relating to the Decertified Area, the Litigation Parties hereby release, acquit and forever discharge any such unasserted claims against each other, save and except for the rights, obligations and Reimbursement required by this Settlement Agreement.

6. **Voluntary Agreement.** The Parties understand, consent, represent, warrant, and agree that: (a) this Settlement Agreement constitutes a good faith settlement of the Litigation; (b) they are freely and voluntarily entering into this Settlement Agreement; (c) no promise, inducement, representation, or other conduct by the Parties (including themselves and their current and former elected officials, council members, predecessors, successors, assigns, parents, subsidiaries, related affiliates, representatives, agents, directors, officers, partners, shareholders, employees, attorneys and insurers) has induced this Settlement Agreement except as specifically set forth herein; (d) this Settlement Agreement has been fully read and understood by them; (e) each of them has received independent legal advice from its respective attorney(s) as to the effect and import of its provisions; and (f) each of the persons signing on behalf of a Party below has full authority to execute this Settlement Agreement.

7. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement and understanding between and among the Parties regarding the subject matter hereof. Any previous discussions, promises, representations, or settlement, mediation, or release agreements between the Parties regarding the subject matter hereof have been superseded by this Settlement Agreement. This Settlement Agreement cannot be modified or altered except by an agreement in writing and signed by an authorized representative of the Parties. The Parties acknowledge that no oral, written, express, or implied representations, statements, promises, warranties, or other

inducement of any nature or sort have been made by either to induce the other Parties to execute this Settlement Agreement other than as is expressly set forth herein.

8. **Further Instruments.** The Parties shall execute and deliver such further instruments, documents, or papers and perform all such acts necessary or proper to carry out and effectuate the terms of this Settlement Agreement as may be reasonably requested by a Party hereto.

9. **No Presumption from Drafting.** All Parties cooperated in the negotiation, drafting, and preparation of this Settlement Agreement and have had the opportunity to draft, review, and edit the language of this Settlement Agreement, and there shall be no presumption for or against any Party arising out of drafting all or any part of this Settlement Agreement applied in any action relating to the Settlement Agreement.

10. **Captions and Headings.** Captions and headings contained in this Settlement Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Settlement Agreement or the intent of any provision hereof.

11. **Multiple Originals and Signatures.** This Settlement Agreement may be signed in multiple originals, each of which shall have full force and effect, and faxed or emailed signatures on the Settlement Agreement shall constitute original signatures.

AGREED, SIGNED AND DATED:

[Signature Page Follows]

[Signature Page to Settlement Agreement]

Maxwell Water Supply Corporation:

Yarrington Partners, Ltd.:

By: *Ann J. Smith*

By: _____

Name: *Ann J. Smith*

Name: _____

Title: *Vice-Pres., Board of Dir.*

Title: _____

Dated: *August 19, 2015*

Dated: _____

State of Texas, acting by and through
George P. Bush, Commissioner of the Texas
General Land Office for use and benefit of
Permanent School Fund

Whisper Master Community, L.P.

By: Whisper M.C., LLC, its general
partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

N.O.B. 216 Holdings, Ltd.:

City of San Marcos, Texas:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

[Signature Page to Settlement Agreement]

Maxwell Water Supply Corporation:

By: _____

Name: _____

Title: _____

Dated: _____

Yarrington Partners, Ltd.:

By: 

Name: Robert W. McDonald, III ; Pres.
Texas Realty Rental Partners, Inc.

Title: Gen. Mgr.

Dated: 8-31-15

State of Texas, acting by and through
George P. Bush, Commissioner of the Texas
General Land Office for use and benefit of
Permanent School Fund

By: _____

Name: _____

Title: _____

Dated: _____

Whisper Master Community, L.P.

By: Whisper M.C., LLC, its general
partner

By: 

Name: Robert W. McDonald, III

Title: Manager

Dated: 8-31-15

N.O.B. 216 Holdings, Ltd.:

By: 

Name: Robert W. McDonald, III
N.O.B. 216 Group, LLC Manager

Title: _____

Dated: 8-31-15

City of San Marcos, Texas:

By: _____

Name: _____

Title: _____

Dated: _____

Yarrington Partners, Ltd:
By: 501 W. 15th Inc, Its General Co-
Partner

By: 
John C. Lewis, President

[Signature Page to Settlement Agreement]

Maxwell Water Supply Corporation:

Yarrington Partners, Ltd.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**State of Texas, acting by and through
George P. Bush, Commissioner of the Texas
General Land Office for use and benefit of
Permanent School Fund**

Whisper Master Community, L.P.

**By: Whisper M.C., LLC, its general
partner**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

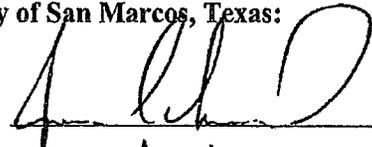
Dated: _____

Dated: _____

N.O.B. 216 Holdings, Ltd.:

City of San Marcos, Texas:

By: _____

By:  _____

Name: _____

Name: Jared Miller

Title: _____

Title: City Manager

Dated: _____

Dated: 09/09/2015

[Signature Page to Settlement Agreement]

Maxwell Water Supply Corporation:

Yarrington Partners, Ltd.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

State of Texas, acting by and through
George P. Bush, Commissioner of the Texas
General Land Office for use and benefit of
Permanent School Fund

Whisper Master Community, L.P.

By: Whisper M.C., LLC, its general
partner

BY: [Signature]
George P. Bush, Commissioner, Texas
General Land Office and Chairman of
the School Land Board

By: _____

Name: _____

APPROVED:

Contents: [Signature]

General Counsel: [Signature]

Director: [Signature]

Chief Clerk: [Signature]

Legal Services: [Signature]

Title: _____

Dated: _____

Dated: 12/18/15

N.O.B. 216 Holdings, Ltd.:

City of San Marcos, Texas:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SCHEDULE OF EXHIBITS

- Exhibit A**
- Exhibit B**
- Exhibit C**
- Exhibit D**
- Exhibit E**
- Exhibit F**

EXHIBIT A

GLO Tract consisting of three (3) tracts of land described on Exhibits A-1, A-2, and A-3

S. CRAIG HOLLMIG, INC.
CONSULTING ENGINEERS - SURVEYORS
410 N. SEGUIN STREET
NEW BRAUNFELS, TEXAS 78130 6085

TEXAS SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN SOCIETY OF CIVIL ENGINEERS

TEXAS SURVEYORS ASSOCIATION
TELEPHONE: (830) 625-8555 • FAX: (830) 625-8550

WATER SYSTEMS • SEWER SYSTEMS • SUBDIVISIONS • LAND PLANNING • STREETS • SURVEYING

**FIELD NOTES
FOR
AN 86.948 ACRE TRACT**

Being an 86.948 acre tract of land situated in the Joel Miner Survey, Abstract No. 321, Hays County, Texas, being a portion of that certain tract of land called 97.84 acres conveyed to Albert M. Walker, Trustee, by instrument recorded in Volume 714, Page 603 of the Official Public Records of Hays County, Texas, and all bearings referred to in this description are referenced to a bearing of N 24° 08' 30" E between monumentation found along the Easterly right-of-way line of Interstate Highway 35 (basis is taken from Texas State Highway Department Right-of-Way Map), said 86.948 acre tract of land surveyed under the supervision of Richard A. Goodwin, RPLS #4069, S. Craig Hollmig, Inc., and being more particularly described as follows:

BEGINNING: At a ½" iron pin set on the Northeasterly line of the above referenced 97.84 acre tract, same being a Southwesterly line of that certain tract now being a remainder of a 328.824 acre tract described in Volume 720, Page 152 of the Official Public Records of Hays County, Texas, said ½" iron pin set S 45° 57' 20" E 232.0 feet from a ¾" iron pipe found on the Easterly right-of-way line of Interstate Highway 35, for the North corner of the above referenced 97.84 acre tract, for a Northerly corner of this tract;

THENCE: Generally along an old meandering cedar post and wire fence (falling down), with a Southwesterly line of said 328.824 acre tract, the Northeasterly line of the above referenced 97.84 acre tract, S 45° 57' 20" E 1,913.50 feet to a ½" iron pin found for a Southwesterly corner of said 328.824 acre tract, situated on the Northwesterly line of a tract called 72.85 acres (Popham Tract), recorded in Volume 895, Page 450 of the Official Public Records of Hays County, Texas, for the East corner of the above referenced 97.84 acre tract, for the East corner of this tract;

THENCE: Generally with fence, along a Southeast line of the above referenced 97.84 acre tract, the Northwest line of said 72.85 acre tract, S 44° 19' 36" W 390.40 feet to a ½" iron pin found and S 44° 37' 31" W 551.28 feet to a ¾" iron pin found for the West corner of said 72.85 acre tract, same being the North corner of Saddle Brook Subdivision, a plat recorded in Volume 9, Pages 107-109 of the Map and Plat Records of Hays County, Texas, for a corner of this tract;

THENCE: Continuing along the Southeast line of the above referenced 97.84 acre tract, a Northwest line of said Saddle Brook Subdivision, generally along a wood fence, S 44°

16' 53" W 1,278.72 feet to a 1/2" iron pin set for an interior corner of Saddle Brook Subdivision, for the South corner of this tract;

THENCE: Entering the above referenced 97.84 acre tract, with a Northeasterly line of Saddle Brook Subdivision, N 46° 04' 27" W 1,232.19 feet to a 1/2" iron pin set on said Northeast line, for a Southwesterly corner of this tract;

THENCE: Leaving the Northeasterly line of Saddle Brook Subdivision, N 24° 08' 30" E 52.37 feet to a 1/2" iron pin set and N 59° 31' 04" W 90.55 feet to a 1/2" iron pin set on the Easterly right-of-way line of Interstate Highway 35, for a Southwest corner of this tract, being located N 24° 08' 30" E 30.0 feet from a 1/2" iron pin found for a corner of Saddle Brook Subdivision;

THENCE: Continuing with the Easterly right-of-way line of Interstate Highway 35, N 24° 08' 30" E 959.44 feet to a 1/2" iron pin set in the curving Southeast line of that certain 10.67 acre tract described in Deed from Kitty Page Yarrington to State of Texas, dated February 7, 1935, recorded in Volume 110, Page 219 of the Deed Records of Hays County, Texas, for a corner of this tract;

THENCE: Entering the above referenced 97.84 acre tract (which is in conflict with the 10.67 acre tract), with the Southeast line of said 10.67 acre tract, in a curve to the right, having a radius of 2,925.00 feet, an arc length of 415.32 feet, a central angle of 08° 08' 07", and a chord bearing and distance of N 55° 56' 05" E 414.97 feet to a 1/2" iron pin set for an interior corner of this tract;

THENCE: Continuing with the remainder of said 10.67 acre tract, N 47° 55' 30" W 229.79 feet to a 1/2" iron pin found on the Easterly right-of-way line of Interstate Highway 35, for a corner of this tract;

THENCE: Continuing with said Easterly right-of-way line, N 24° 08' 30" E 851.42 feet to a 1/2" iron pin set in same, for the most Northwesterly corner of this tract;

THENCE: Entering the above referenced 97.84 acre tract, S 45° 57' 20" E 232.00 feet to a 1/2" iron pin set for an interior corner of this tract and N 24° 08' 30" E 100.00 feet to the Point of Beginning and containing 86.948 acres of land, more or less.

The foregoing field notes represent the results of an on-the-ground survey made under my supervision, October 13, 2005. Reference plat prepared this same date of this 86.948 acre tract.

Job #05-901




Richard A. Goodwin, RPLS #4069

VICKREY & ASSOCIATES, Inc.
CONSULTING ENGINEERS

**METES AND BOUNDS DESCRIPTION
FOR A 99.80 ACRE TRACT OF LAND
OUT OF THE JOEL MINER SURVEY,
ABSTRACT 321,
HAYS COUNTY, TEXAS**

Being a 99.80 acre tract of land situated in the Joel Miner Survey, Abstract No. 321 in Hays County, Texas, being the same property called two 50 acre tracts of land conveyed to Jane Richmond Benasutti, Trustee of Thomas R. Richmond Testamentary Family Trust by Deed recorded in Volume 52, Page 68 of the Deed Records of Hays County, Texas, and individually one-half interest to Victoria Elizabeth Richmond a/k/a Elizabeth L. Richmond by Deed recorded in Volume 850, Page 595 of the Deed Records of Hays County, Texas, said 99.80 acre tract being more particularly described by metes and bounds with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone; Ground distances may be converted to grid by dividing by 1.0001700:

BEGINNING at a ½-inch iron rod found at the intersection of the Southwest line of County Road No. 159, known as Yarrington Road and the Northwest line of County Road No. 160, known as Harris Hill Road for the East corner of the herein described tract, said Beginning point having Texas South Central Grid Coordinates of (N=13,886,570.38, E= 2,327,818.81);

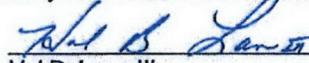
Thence: S 43°21'39" W, along the Northwest line of said County Road No. 160, a distance of 2086.12 feet to a found ½ inch iron rod with yellow cap, for a Northeast corner of a 318.105 acre tract of land recorded in Volume 2715, Page 533 of the Official Public Records of Hays County, Texas, being the South corner of the herein described tract;

Thence: N 46°11'01" W, along the common line of said 318.105 acre tract and the herein described tract, a distance of 2092.35 feet to a found ½ inch iron pipe in concrete being a re-entrant corner of said 318.105 acre tract and the West corner of the herein described tract;

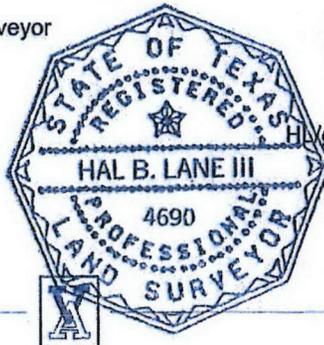
Thence: N 43°31'53" E, along a Southeasterly line of said 318.105 acre tract, passing the common corner of said 318.105 acre tract and a 201.496 acre tract recorded in Volume 2494, Page 403 of the Official Public Records of Hays County, Texas, at a distance of 818.94 feet, and continuing along the Southeast line of said 201.496 acre tract, for a total distance of 2075.38 feet, to a found ½" iron rod on the Southwest line of said County Road No. 159 and being the North corner of the herein described tract;

Thence: S 46°28'39" E, along said Southwest line of County Road No. 159, a distance of 2086.11 feet to the POINT OF BEGINNING and containing 99.80 acres of land, more or less.

Note: Survey Plat of even date accompanies this legal description.



Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration Number 4690
Vickrey & Associates, Inc.



Job No. 2042-002-104
99.80 Acres 041106
April 6, 2006
April 11, 2006

201-05-1013



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**318.105 ACRES
JOEL MINER SURVEY**

A DESCRIPTION OF 318.105 ACRES IN THE JOEL MINER SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF A 328.824 ACRE TRACT OF LAND DESCRIBED IN TRUSTEE'S DEED TO JIM McCROCKLIN, TRUSTEE, DATED MARCH 1, 1988, OF RECORD IN VOLUME 720, PAGE 152 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS; SAID 318.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar found in the east right-of-way line of Interstate Highway 35 (right-of-way width varies) for the west corner of said 328.824 acre tract and the north corner of a 97.84 acre tract of land described in Volume 714, Page 603 of the Real Property Records of Hays County, Texas;

THENCE North 22°55'27" East, with the east right-of-way line of said IH-35 and the northwest line of the 328.824 acre tract, a distance of 1366.86 feet to a ½" rebar with cap set for the southwest corner of Lot 1, San Marcos Technology Park, a subdivision of record in Volume 5, Page 147 of the Plat Records of Hays County, Texas, from which a concrete highway monument found bears North 22°55'27" East, a distance of 2010.30 feet;

THENCE South 67°05'52" East, over and across the 328.824 acre tract with the southwest line of said San Marcos Technology Park, a distance of 1606.37 feet to a ½" rebar with cap set for an angle point in the north line of the 328.824 acre tract and the south corner of Lot 3, San Marcos Technology Park;

THENCE with the north line of the 328.824 acre tract and the southeast line of Lots 3 and 4, San Marcos Technology Park, the following three (3) courses:

1. North 43°06'54" East, a distance of 1113.31 feet to a ½" rebar found;
2. North 41°52'41" East, a distance of 231.92 feet to a ½" rebar found;
3. North 43°00'24" East, a distance of 894.28 feet to a ½" rebar found in the southwest line of a 214.40 acre tract of land described in Volume 773, Page 816 of the Real Property Records of Hays County, Texas, for the east corner of Lot 4, San Marcos Technology Park and the north corner of the 328.824 acre tract;

THENCE South 47°05'53" East, with the northeast line of the 328.824 acre tract

318.105 ACRES
Page 2

and the southwest line of said 214.40 acre tract, a distance of 2136.85 feet to a ½" rebar found for the south corner of the 214.40 acre tract and the northeast corner of the 328.824 acre tract and in the northwest line of a 100 acre tract of land described in Volume 52, Page 68 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 328.824 acre tract and the said 100 acres, the following two (2) courses:

1. South 42°49'26" West, a distance of 819.02 feet to a ½" iron pipe found for the west corner of the 100.00 acre tract;
2. South 46°53'58" East, a distance of 2092.27 feet to a ½" rebar with cap set in the northwest right-of-way line of County Road 160 (Harris Hill Road, right-of-way width varies) for the easternmost corner of the 328.824 acre tract;

THENCE with the northwest right-of-way line of said C.R. 160 and the southeast line of the 328.824 acre tract, the following six (6) courses:

1. South 43°41'13" West, a distance of 675.23 feet to a ½" rebar with cap set;
2. South 45°13'02" West, a distance of 369.18 feet to a ½" rebar with cap set;
3. South 45°38'13" West, a distance of 508.86 feet to a ½" rebar with cap set;
4. South 57°29'20" West, a distance of 74.15 feet to a ½" rebar with cap set;
5. South 33°18'43" West, a distance of 64.34 feet to a ½" rebar with cap set;
6. South 45°42'28" West, a distance of 395.47 feet to a ½" rebar found for the south corner of the 328.824 acre tract and the east corner of a 36.40 acre tract of land described in Volume 1435, Page 407 of the Official Public Records of Hays County, Texas;

THENCE North 47°04'03" West, with a southwest line of the 328.824 acre tract and the northeast line of said 36.40 acre tract, a distance of 3052.04 feet to a ½" rebar found for the north corner of the 36.40 acre tract;

318.105 ACRES
Page 3

THENCE South 42°56'45" West, with a southwest line of the 328.824 acre tract and the northwest line of the 36.40 acre tract, passing at a distance of 521.59 feet a ½" rebar found for the west corner of the 36.40 acre tract and the north corner of a 36.40 acre tract described in Document No. 9924088 of the Official Public Records of Hays County, Texas, for a total distance of 1163.93 feet to a ½" rebar found for the east corner of a 6.6 acre tract described in Volume 946, Page 575 of the Official Public Records of Hays County, Texas, being in the northwest line of a 72.85 acre tract described in Volume 895, Page 450 of the Official Public Records of Hays County, Texas;

THENCE North 47°09'41" West, with a southwest line of the 328.824 acre tract and the northeast lines of said 6.6 acre tract and said 97.84 acre tract, a distance of 2145.66 feet to the **POINT OF BEGINNING**, containing 318.105 acres of land, more or less.

Surveyed on the ground September 12, 2003. Attachments: survey drawing 111-005-T1. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN Values from LCRA Control Network.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



3-11-05

EXHIBIT B

EXHIBIT B

Legal Description

DESCRIPTION OF 216.30 ACRES, MORE OR LESS, OF LAND AREA IN THE J.M. VERAMENDI LEAGUE SURVEY NO. 2, ABSTRACT NO. 17, CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 216.50 ACRES IN A DEED FROM ROBERT W. MCDONALD III, TO DALE F. DORN ET AL DATED MARCH 26, 1984 AND RECORDED IN VOLUME 427, PAGE 791 OF THE HAYS COUNTY REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 6" pipe corner post found in the occupied northwest line of Harris Hill Road and approximate northeast line of the Veramendi Survey No. 2 for the east corner of the Dorn 216.50 acre tract and south corner of that tract described as 128.958 acres in a deed from Sun Communities Texas Limited Partnership to Trident – Saddle Brook L.L.C. dated August 1, 1999 and recorded as Document No. 9922220 in the Hays County Official Public Records;

THENCE leaving the Trident – Saddle Brook 128.958 acre tract and the PLACE OF BEGINNING as shown on that plat numbered 26033-06-d dated July 14, 2006 prepared for the Dorn Estate by Byrn & Associates, Inc., of San Marcos, Texas, with the common southeast line of the Dorn 216.50 acre tract and northwest line of Harris Hill Road, as fenced and used, S 45° 33'27" W 1601.36 feet to a 6" pipe fence corner post found for the east corner of that tract described as 7.40 acres in a deed from Edward Payne et ux to Joe Rizk et ux dated September 18, 1967 and recorded in Volume 219, Page 574 of the Hays County Deed Records;

THENCE leaving Harris Hill Road continuing with the common southeast line of the Dorn 216.50 acre tract and northeast line of the Rizk 7.40 acre tract, as fenced and used, N 45° 57'03" W 427.77 feet to a 6" pipe fence corner post found for the north corner of the Rizk 7.40 acre tract, from which a ½" iron rod found with a plastic cap stamped "5687" bears N 45° 00'57" W 0.76 feet;

THENCE continuing with the southeast line of the Dorn 216.50 acre tract and northwest line of the Rizk 7.40 acre tract and its extension, as fenced and used, S 45° 37' 10" W 2186.03 feet to a 6" pipe fence post found in the northwest line of that tract described as 11.586 acres in a deed from John Moss to Marty Skiles and Angie Skiles dated April 16, 2004 and recorded in Volume 2446, Page 668 of the Hays County Official Public Records for an angle point in the southeast line of the Dorn 216.50 acre tract;

THENCE continuing with the common southeast line of the Dorn 216.50 acre tract and northwest line of the Skiles 11.586 acre tract, as fenced and used, S 45° 38'40" W 939.19 feet to a ½" iron rod found in the northeast line of that tract described as 82.651 acres in a deed from Alan Holt et al the City of San Marcos dated February 13, 2004 and recorded in Volume 2405, Page 387 of the Hays County Official Public Records for the south corner of the Dorn 216.50 acre tract and west corner of the Skiles 11.586 acre tract;

THENCE leaving the Skiles 11.586 acre tract with the common southwest line of the Dorn 216.50 acre tract and east line of the City of San Marcos 82.651 acre tract, N 47° 05'51" W 48.43 feet to a 2 ½" iron pipe found for the southeast corner of that tract described as 3.49 acres in a deed from Randall Morris to Marvin W. Lerner dated March 31, 1990 and recorded in Volume 841, Page 638 of the Hays County Official Public Records;

THENCE leaving the City of San Marcos 82.651 acre tract with the common southwest line of the Dorn 216.50 acre tract and east line of the Lerner 3.49 acre tract the following three courses:

1. N 10° 54'51" E 631.21 feet to a ½" iron rod found for angle point,
2. N 30° 24'38" E 267.15 feet to a ½" iron rod found for angle point, and
3. N 23° 32'23" W 94.43 feet to a calculated point in the approximate centerline of the Blanco River and northeast line of the previously mentioned City of San Marcos 82.651 acre tract for the north corner of the Lerner 3.49 acre tract,

THENCE leaving the Lerner 3.49 acre tract with the common southwest line of the Dorn 216.50 acre tract and northeast line of the City of San Marcos 82.651 acre tract, being with the approximate centerline of the Blanco River, the following six courses:

1. N 20°14'56" E 588.03 feet to a calculated point for angle point,
2. N 28°18'00" E 329.18 feet to a calculated point for angle point,
3. N 04°57'07" W 482.15 feet to a calculated point for angle point,
4. N 33°50'09 W 321.44 feet to a calculated point for angle point,
5. N 25°37'09" W 199.34 feet to a calculated point for angle point, and
6. N 74°09'23" W 100.33 feet to a calculated point in the southeast line of Lot 2, Gary Farms Subdivision as recorded in Volume 10, Page 46 of the Hays County Plat Records for the north corner of the City of San Marcos 82.651 acre tract;

THENCE leaving the City of San Marcos 82.651 acre tract with the common southwest line of the Dorn 216.50 acre tract and southeast and northeast lines of Lot 2, Gary Farms Subdivision, the following four courses:

1. N 45°19'52" E 61.55 feet to a ½" iron rod set near the north bank of the Blanco River for the northeast corner of Lot 2, Gary Farm Subdivision,
2. N 67°03'41" W 46.79 feet to a ½" iron rod set near the north bank of the Blanco River for angle point,
3. S 83°21'15" W 143.29 feet to a ½" iron rod set near the north bank of Blanco River for angle point, and
4. S 67°11'56" W 351.18 feet to a ½" iron rod set in the southeast line of Interstate Highway No.35 for the west corner of the Dorn 216.50 acre tract and south corner of that tract described as 4.661 acres in a deed from Hays County Gravel Company to the State of Texas dated May 9, 1960 and recorded in Volume 182, Page 188 of the Hays County Deed Records;

THENCE leaving Lot 2, Gary Farms Subdivision and the Blanco River with the common northwest line of the Dorn 216.50 acre tract and southeast line of the State of Texas 4.661 acre tract and Interstate Highway No. 35 the following three courses:

1. N 25°00'28" E 1002.51 feet to a TXDOT concrete monument found for angle point,
2. N 10°35'52" W 428.12 feet to a TXDOT concrete monument found for angle point, and
3. N 07°55'50" E 2.02 feet to a ½" iron rod found in the extension of a wire fence for the south corner of the remaining portion of that tract described as "part of 73.98 acres" in a deed from H.M. Metzler et ux to Harry E. Reasoner dated May 12, 1944 and recorded in Volume 130, Page 53 of the Hays County Deed Records;

THENCE leaving Interstate Highway No.35 and the State of Texas 4.661 acre tract with the common northwest line of the Dorn 216.50 acre tract and southeast line of the Reasoner part of 73.98 acre tract, as fenced and used, N 44°46'33" E 1866.69 feet to a 6" pipe corner post found in the southwest line of that tract described as "Second Tract-339 acres" in a deed from R.M. Yarrington to Kitty Page Yarrington dated April 28, 1928 and recorded in Volume 95, Page 493 of the Hays County Deed Records for the north corner of the Dorn 216.50 acre tract and east corner of the Reasoner part of 73.98 acre tract;

THENCE leaving the Reasoner part of 73.98 acre tract with the northeast line of the Dorn 216.50 acre tract, as fenced and used, the following two courses:

1. S 45°17'00" E (being the bearing basis for this description) 2877.78 feet to a 6" pipe fence post found for angle point, and
2. S 45°59'01" E 427.15 feet to the PLACE OF BEGINNING.

THERE are contained within these metes and bounds 216.30 acres, more or less, as prepared from public records and a survey made on the ground on July 14, 2006 by Byrn & Associates, Inc., of San Marcos, Texas. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

EXHIBIT C

EXHIBIT C

FIELD NOTES
FOR
A 201.496 ACRE TRACT

Being a 201.496 acre tract of land, being approximately 94.659 acres out of the William Ward Survey No. 3 and approximately 106.837 acres out of the Joel Miner Survey, Hays County, Texas, and being out of a tract called 214.40 acres conveyed to Yarrington Properties by Warranty Deed recorded in Volume 773, Page 816 of the Official Public Records of Hays County, Texas, and all bearings referred to in this description are rotated to and referenced to a bearing of N 45° 52' W between iron pins found along the Southwest line of the above referenced 214.40 acre tract, and all bearings and distances referred to in this description as record calls are taken from Volume 773, Page 816 of the Official Public Records of Hays County, Texas, said 201.496 acre tract of land surveyed under the supervision of Richard A. Goodwin, RPLS #4069, S. Craig Hollmig, Inc., and being more particularly described as follows:

BEGINNING: At a concrete highway monument found at the intersection of the Southwest line of a road, called County Road No. 159, called Yarrington Road, with the Southeast line of Interstate Highway No. 35, for the most Northerly corner of the above referenced 214.40 acre tract, for the most Northerly corner and Point of Beginning of this tract;

THENCE: Leaving Interstate Highway No. 35, with a Southwest line of Yarrington Road, S 46° 02' 04" E 1812.44 feet (record call: S 46° 01' 00" E - 1813.06 feet) to a ½" iron pin found for a corner of the above referenced 214.40 acre tract, for a corner of this tract;

THENCE: Continuing along the Southwest line of said Yarrington Road and a turn to the right in said Yarrington Road, S 36° 43' 40" E 14.10 feet, a ½" iron pin set, S 02° 13' 26" E 44.83 feet, a ½" iron pin set, and S 40° 10' 14" W 32.45 feet to a ½" iron pin found in the Northwest line of said Yarrington Road, for a corner of the above referenced 214.40 acre tract, for a corner of this tract;

THENCE: Along said Northwest line, S 43° 58' 45" W 1263.87 feet (record call: S 43° 59' 00" W - 1263.40 feet) to a ½" iron pin found at a turn in said Yarrington Road, for an interior corner of the above referenced 214.40 acre tract, for an interior corner of this tract;

THENCE: Along a Southwest line of said Yarrington Road, a Northeast line of the above referenced 214.40 acre tract, S 45° 58' 21" E 3700.49 feet (record call: S 45° 58'

00" E - 3700.64 feet) to a 1/2" iron pin found in same, for the Lower East corner of the above referenced 214.40 acre tract, for the East corner of this tract;

THENCE: Along the Southeast line of the above referenced 214.40 acre tract, the Northwest line of a tract called 100 acres recorded in Volume 52, Page 68 of the Deed Records of Hays County, Texas, S 44° 02' 31" W 1256.51 feet to a 1/2" iron pin found at fence corner, for the South corner of the above referenced 214.40 acre tract, an East corner of a tract called 328.824 acres described in Volume 720, Page 155 of the Official Public Records of Hays County, Texas, for the South corner of this tract;

THENCE: Along the Southwest line of the above referenced 214.40 acre tract, the Northeast line of said 328.824 acre tract, the general direction of an existing fence, N 45° 52' 00" W 2136.80 feet to a 1/2" iron pin found at fence corner, for a North corner of said 328.824 acre tract, a corner of the above referenced 214.40 acre tract, the East corner of Lot 4 of San Marcos Technology Park, a subdivision of record in Volume 5, Page 147 of the Map and Plat Records of Hays County, Texas, for a corner of this tract;

THENCE: Along the Northeast line of Lots 4 and 5 of said San Marcos Technology Park, and continuing along the Southwest line of the above referenced 214.40 acre tract, the general direction of an existing fence, N 45° 47' 19" W 692.77 feet, a 1/2" iron pin found, N 45° 52' 57" W 696.50 feet to a 1/2" iron pin set and N 46° 02' 37" W 201.81 feet to a 3/4" pipe found at fence corner, for an interior corner of the above referenced 214.40 acre tract, the North corner of Lot 5, the East corner of Lot 6, for an interior corner of this tract;

THENCE: Along the North line of Lot 6, S 82° 00' 53" W 1041.40 feet to a 1/2" iron pin found at the Northwest corner of Lot 6, lying in the Southeast line of Interstate Highway No. 35, for the most Westerly corner of this tract;

THENCE: Along the Southeast line of Interstate Highway No. 35, as now found upon the ground, N 21° 19' 20" E (record call: N 21° 17' E) 416.11 feet, a 1/2" iron pin found, N 24° 08' 41" E 2699.76 feet (record call: N 24° 09' E - 2700.00 feet) to a 1/2" iron pin found, N 24° 55' 22" E 367.45 feet to a concrete monument found, N 24° 56' 43" E 85.45 feet (record call for last two calls: N 24° 55' E - 452.99 feet) to a concrete monument found and N 79° 32' 49" E 57.95 feet (record call: 57.80 feet) to the Point of Beginning and containing 201.496 acres of land, more or less.

The foregoing field notes represent the results of an on-the-ground survey made under my supervision, August 1, 2003. Reference plat prepared this same date of this 201.496 acre tract.

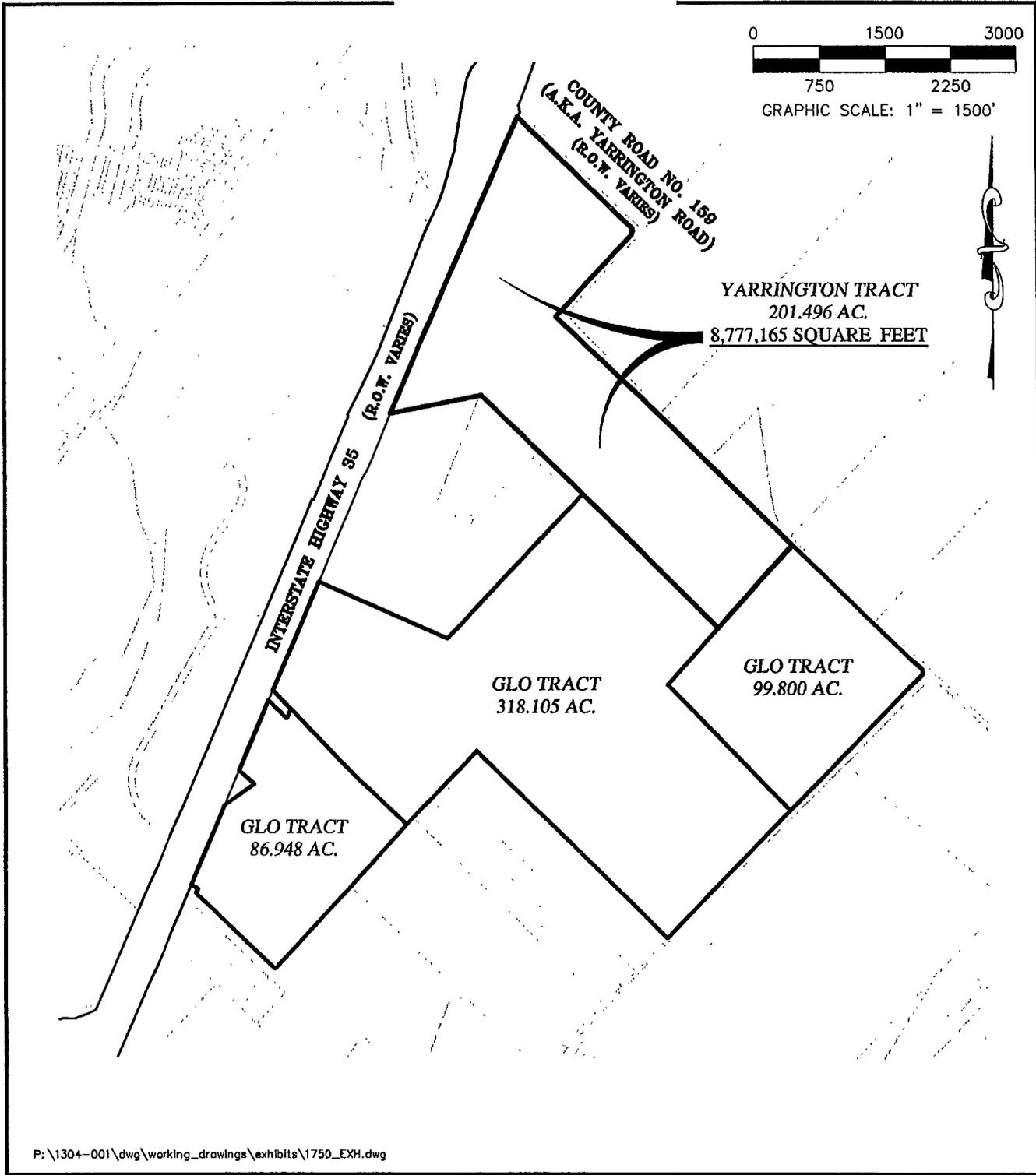
Job #03-643



Richard A. Goodwin
Richard A. Goodwin, RPLS #4069

EXHIBIT D

EXHIBIT D



P:\1304-001\dwg\working_drawings\exhibits\1750_EXH.dwg

WHISPER TEXAS
P.I.D.
706.35 ac.

*CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS*



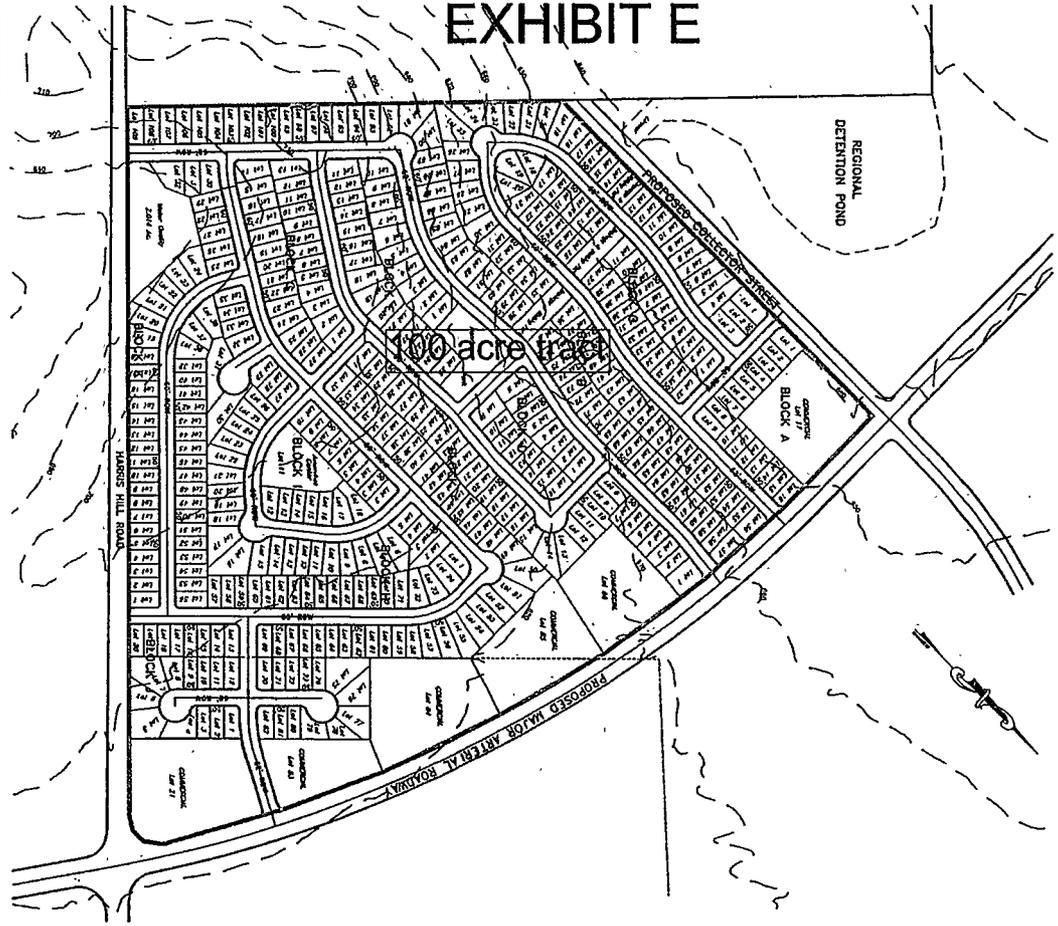
Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Firm Registration Number: 3937

Date:	9/11/2014
Scale:	1" = 1500'
Drawn by:	GSP
Reviewer:	SSX
Project:	1304-001
Sheet:	2 OF 2
Field Book:	---
Party Chief:	---
Survey Date:	---

EXHIBIT E

EXHIBIT E

BLOCK	RESIDENTIAL LOTS	COMMERCIAL LOTS	INDUSTRIAL LOTS	UNDEVELOPED LOTS	TOTAL LOTS
1	14	0	0	0	14
2	14	0	0	0	14
3	14	0	0	0	14
4	14	0	0	0	14
5	14	0	0	0	14
6	14	0	0	0	14
7	14	0	0	0	14
8	14	0	0	0	14
9	14	0	0	0	14
10	14	0	0	0	14
11	14	0	0	0	14
12	14	0	0	0	14
13	14	0	0	0	14
14	14	0	0	0	14
15	14	0	0	0	14
16	14	0	0	0	14
17	14	0	0	0	14
18	14	0	0	0	14
19	14	0	0	0	14
20	14	0	0	0	14
21	14	0	0	0	14
22	14	0	0	0	14
23	14	0	0	0	14
24	14	0	0	0	14
25	14	0	0	0	14
26	14	0	0	0	14
27	14	0	0	0	14
28	14	0	0	0	14
29	14	0	0	0	14
30	14	0	0	0	14
31	14	0	0	0	14
32	14	0	0	0	14
33	14	0	0	0	14
34	14	0	0	0	14
35	14	0	0	0	14
36	14	0	0	0	14
37	14	0	0	0	14
38	14	0	0	0	14
39	14	0	0	0	14
40	14	0	0	0	14
41	14	0	0	0	14
42	14	0	0	0	14
43	14	0	0	0	14
44	14	0	0	0	14
45	14	0	0	0	14
46	14	0	0	0	14
47	14	0	0	0	14
48	14	0	0	0	14
49	14	0	0	0	14
50	14	0	0	0	14
51	14	0	0	0	14
52	14	0	0	0	14
53	14	0	0	0	14
54	14	0	0	0	14
55	14	0	0	0	14
56	14	0	0	0	14
57	14	0	0	0	14
58	14	0	0	0	14
59	14	0	0	0	14
60	14	0	0	0	14
61	14	0	0	0	14
62	14	0	0	0	14
63	14	0	0	0	14
64	14	0	0	0	14
65	14	0	0	0	14
66	14	0	0	0	14
67	14	0	0	0	14
68	14	0	0	0	14
69	14	0	0	0	14
70	14	0	0	0	14
71	14	0	0	0	14
72	14	0	0	0	14
73	14	0	0	0	14
74	14	0	0	0	14
75	14	0	0	0	14
76	14	0	0	0	14
77	14	0	0	0	14
78	14	0	0	0	14
79	14	0	0	0	14
80	14	0	0	0	14
81	14	0	0	0	14
82	14	0	0	0	14
83	14	0	0	0	14
84	14	0	0	0	14
85	14	0	0	0	14
86	14	0	0	0	14
87	14	0	0	0	14
88	14	0	0	0	14
89	14	0	0	0	14
90	14	0	0	0	14
91	14	0	0	0	14
92	14	0	0	0	14
93	14	0	0	0	14
94	14	0	0	0	14
95	14	0	0	0	14
96	14	0	0	0	14
97	14	0	0	0	14
98	14	0	0	0	14
99	14	0	0	0	14
100	14	0	0	0	14
TOTAL	1400	0	0	0	1400

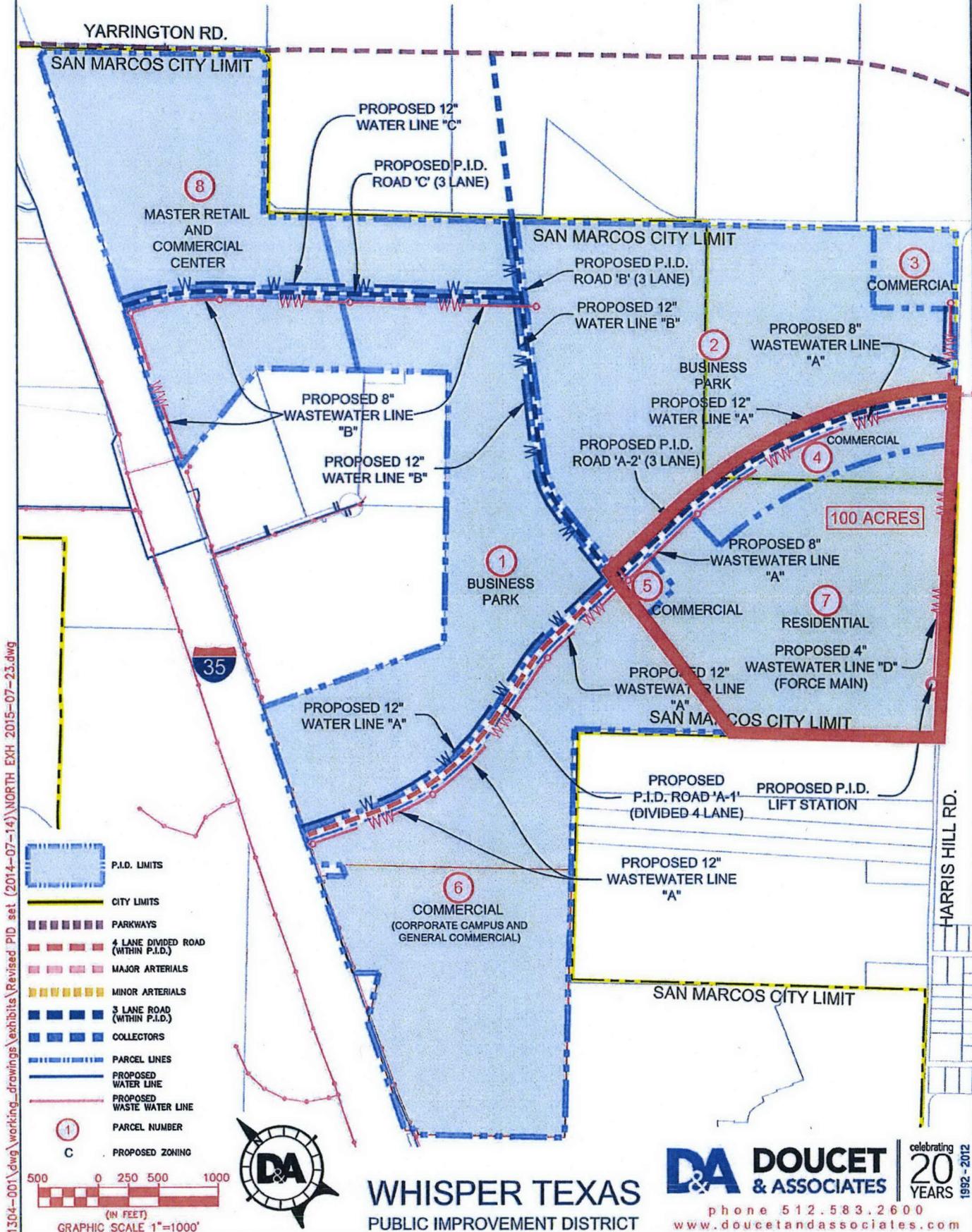


SKETCH PLAN
WHISPER 8
BLOCK, LOT, SUDD. NAME
STREET ADDRESS
SAN MARCOS, TEXAS

VIGIL & ASSOC.
FIRM REGISTRATION NO. F-4766
P.O. BOX 163314, AUSTIN, TEXAS 78716-3314
TEL 512-326-2667

NO.	REVISION DESCRIPTION	DATE

EXHIBIT E



P:\1304-001\dwg\working_drawings_exhibits\Revised PID set (2014-07-14)\NORTH EXH 2015-07-23.dwg

- P.I.D. LIMITS
- CITY LIMITS
- PARKWAYS
- 4 LANE DIVIDED ROAD (WITHIN P.I.D.)
- MAJOR ARTERIALS
- MINOR ARTERIALS
- 3 LANE ROAD (WITHIN P.I.D.)
- COLLECTORS
- PARCEL LINES
- PROPOSED WATER LINE
- PROPOSED WASTE WATER LINE
- PARCEL NUMBER
- PROPOSED ZONING



WHISPER TEXAS
PUBLIC IMPROVEMENT DISTRICT

DA DOUCET & ASSOCIATES

phone 512.583.2600
www.doucetandassociates.com

celebrating **20 YEARS** 1992-2012

EXHIBIT F

MEMORANDUM OF SETTLEMENT AGREEMENT

1. As owner of the property (the "Property") described in the attached Exhibit A, N.O.B. 216 Holdings, hereby provides this notice that the Property is subject to a July __, 2015 "Settlement Agreement" between Maxwell Water Supply Corporation, the State of Texas, acting by and through George P. Bush, Commissioner of the Texas General Land Office for use and benefit of Permanent School Fund; N.O.B. 216 Holdings, Ltd.; Yarrington Partners, Ltd.; Whisper Master Community, L.P. as successor-in-interest to Texas Realty Retail Partners, Inc. and the City of San Marcos, Texas.

2. A copy of the Settlement Agreement, which delineates how water service is to be provided to the Property, may be obtained from the Maxwell Water Supply Corporation, 216 Main Street, Maxwell, TX 78656 (512-357-6253).

3. Upon satisfaction of the terms of the Settlement Agreement, Maxwell Water Supply Corporation will file a Release in the Hays County Deed Records.

Date: _____

N.O.B. 216 Holdings, Ltd.

[signature]

[printed name]

Maxwell Water Supply Corporation

[signature]

[printed name]

Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT B: MAXWELL'S MEETING MINUTES AND AGENDA

MAXWELL WATER SUPPLY CORPORATION
P. O. BOX 158
MAXWELL, TEXAS 78656-0158
(512) 357-6253
www.maxwellwsc.com

SPECIAL MEETING AGENDA
THURSDAY, JULY 16, 2015
7:00 p.m.

NOTICE

In accordance with Chapter 551 of the Texas Government Code, Vernon's Annotated Civil Statutes, Section 31, notice is hereby given to the public that the MAXWELL WATER SUPPLY CORPORATION shall have a Board of Directors Meeting at 7:00 p.m. on the 16th day of July 2015 in the MWSC Corporate office, 216 Main Street, Maxwell, Texas. The Corporation provides unrestricted access for the disabled. This institution is an equal opportunity provider and employer.

AGENDA

1. Open meeting; announcement of Board members present and absent; establish quorum.
2. Discussion of Whisper, Texas decertification case and related negotiations with action to be taken if needed.
3. The Board may adjourn to Executive Session to discuss and deliberate on items as allowed by the Texas Government Code, Title 5, Sub-Chapter D as it pertains to:
 - a. Section 551.074 (a) personnel matters; or
 - b. Section 551.072 deliberating real property; or
 - c. Section 551.087 negotiations
 - d. Section 551.071 consultation with attorney
4. Reconvene open session and consideration of items discussed in Executive Session with action to be taken if needed.
5. Adjournment

MAXWELL WATER SUPPLY CORPORATION
Minutes of the Special-called meeting of the Board of Directors
Thursday, July 16, 2015

Members present:	Brian Picht – President	Ann Smith – Vice President
	Carol Peters – Secretary	Jane Hughson - Member
	Cory McDonald – Member	Chris Bugge – Member
Members absent:	Doug Spillmann – Member	Buzz Mayfield – Appointed member
Staff present:	Daniel Pepin – General Manager	
Visitors present:	Richard Gallegos – Engineer	Phil Haag – Attorney

President Brian Picht called the meeting to order and established a quorum at 7:11 pm.

The Board adjourned to Executive Session at 7:13 pm to deliberate real property, negotiations, and consultation with attorney. Carol Peters arrived at 8 pm.

The Board reconvened open session at 8:49 pm. No actions were taken in Executive Session.

Cory McDonald made a MOTION, seconded by Chris Bugge, to accept the settlement recommended by MWSC attorney with changes to de facto build-out schedule and reimbursement language as noted and to authorize the negotiations committee chaired by Brian Picht to accept only very minor changes to wording as recommended by MWSC attorney. Motion passed with a vote of 4 yes, 0 against, and 2 abstentions. Brian Picht, Cory McDonald, Chris Bugge, and Carol Peters voted for the motion. Ann Smith and Jane Hughson abstained.

Cory McDonald made a MOTION, seconded by Jane Hughson, to adjourn the meeting at 8:55 pm.

Respectfully submitted,
Carol Peters
Secretary

MAXWELL WATER SUPPLY CORPORATION
P. O. BOX 158
MAXWELL, TEXAS 78656-0158
(512) 357-6253
www.maxwellwsc.com

AGENDA
Thursday – August 27, 2015
7:00 p.m.

NOTICE

In accordance with Chapter 551 of the Texas Government Code, Vernon's Annotated Civil Statutes, Section 31, notice is hereby given to the public that the MAXWELL WATER SUPPLY CORPORATION shall have a Board of Directors Meeting at 7:00 p.m. on the 27th day of August, 2015 in the MWSC Corporate office, 216 Main Street, Maxwell, Texas. The Corporation provides unrestricted access for the disabled. This institution is an equal opportunity provider and employer.

AGENDA

1. Open meeting; announcement of Board members present and absent; establish quorum.
2. Citizens to address Board - five minutes each speaker at the beginning of the meeting - with no action to be taken.
3. Review and approve minutes of the April 13th, 2015 Maxwell Water Supply Corporation (MWSC) special called meeting.
4. Review and approve minutes of the June 25th, 2015 Maxwell Water Supply Corporation (MWSC) regular monthly meeting.
5. Review and approve Financial Report and Check Register for June 2015 subject to audit.
6. Review and approve Financial Report and Check Register for July 2015 subject to audit.
7. General Manager's Report with action to be taken if needed.
8. Review and discussion for possible approval of a non-standard water service agreement for the provision of water service to Nola Properties, L.P. with action to be taken if needed.
9. Review and discussion for possible approval of revised non-standard water service agreements for the provision of water service to State Park Estates, by 2020 Ranch Investments and for the Lonestar subdivision, by Liberty Tierra, Ltd. with action to be taken if needed.
10. Review and acceptance of resignation of MWSC Board Director Jane Hughson with action to be taken if needed.
11. Review of feasibility study conducted by MWSC's engineer for the provision of water service and the City of San Marcos plat application for the La Vista de Blanco River commercial project to be located on Hwy 21 with action to be taken if needed.
12. Discussion of recommendation for work to be performed on FM1984 Standpipe with action to be taken if needed.
13. Discussion of Initially Prepared Plan ("IPP") for Region L with action to be taken if needed.
14. Discussion of Credentials Committee Report with action to be taken if needed.
15. Discussion of litigation between MWSC, the TCEQ and the General Land Office regarding decertification of certain water service area and a settlement agreement regarding the same with action to be taken if needed.
16. Discussion of 110 right of way acquisition with action to be taken if needed.
17. Discussion of performance review for MWSC General Manager with action to be taken if needed.
18. The Board may adjourn to Executive Session to discuss and deliberate on items as allowed by the Texas Government Code, Title 5, Sub-Chapter D as it pertains to:
 - a. Section 551.074 (a) personnel matters; or
 - b. Section 551.072 deliberating real property; or
 - c. Section 551.087 negotiations
 - d. Section 551.071 consultation with attorney
19. Reconvene open session and consideration of items discussed in Executive Session with action to be taken if needed.
20. Report by President/Manager/Engineer with action on any items recommended by Manager to expedite or authorize action on existing projects, previously approved by the Board of Directors.
21. Items related to Board member concerns.
22. Discussion of future board meeting dates with action to be taken if needed.
23. Adjournment

MAXWELL WATER SUPPLY CORPORATION
Minutes of the meeting of the Board of Directors
Thursday, August 27, 2015

Members present: Brian Picht – President Ann Smith – Vice President
Carol Peters – Secretary Doug Spillmann – Member
Chris Bugge – Member Cory McDonald – Member
Buzz Mayfield – Appointed Member

Staff present: Daniel Pepin – General Manager Alice Bermea – Office Manager
Visitors present: Richard Gallegos – Engineer Steve Ramsey – Ramsey Engineering
Barton Galle – 2020 Ranch Zach Potts – Liberty Tierra, Ltd.

President Brian Picht called the meeting to order and established a quorum at 7pm. There were no citizens to address the Board.

The Board adjourned to Executive Session at 7:05pm to consult with attorney regarding water service to State Park Estates and Lone Star Subdivision.

The Board reconvened open session at 7:25pm. No action was taken in Executive Session.

Doug Spillmann made a MOTION, seconded by Ann Smith, to approve the minutes of the April 13, 2015 Special Called Board meeting as presented. Motion passed unanimously.

Doug Spillmann made a MOTION, seconded by Ann Smith, to approve the minutes of the June 25 Board meeting as presented. Motion passed with vote of 6-0-1 with Cory McDonald abstaining.

Doug Spillmann made a MOTION, seconded by Chris Bugge, to approve the Financial Report and Check Register for June, 2015, subject to audit. Motion passed with vote of 6-0-1 with Ann Smith abstaining.

Doug Spillmann made a MOTION, seconded by Brian Picht, to approve the Financial Report and Check Register for July, 2015, subject to audit. Motion passed unanimously.

Daniel Pepin gave the General Manager's report which included improvements made to Yarrington tank berm and bar ditch to avoid future flooding, CIP project of clearing easements is ongoing by Dorsett Ditching, and an update on Cherryville which will be served by Crystal Clear WSC. Daniel recommended that the Capital Improvement Plan budget for 1984 standpipe be increased and that the hourly wage for our second licensed operator be increased from \$15 to \$20 to bring us more in line with other WSC's and to improve efforts to hire qualified staff.

President Picht opened discussion on the revised non-standard water service agreement for provision of water service to State Park Estates by 2020 Ranch Investments and to Lonestar subdivision by Liberty Tierra, Ltd. Barton Galle and Zach Potts each spoke to the agreement, provided a plat, and answered questions. Richard covered tariff issues. Daniel described water

reservation fees. The Board authorized Daniel Pepin to continue working with MWSC attorney on agreement revisions.

Steve Ramsey reported on feasibility study for City of San Marcos plat application for La Vista del Blanco River for one residential-size meter to provide water to a commercial warehouse project to be located along the east side of Highway 21. Following the recommendation of engineer Richard Gallegos, Ann Smith made a MOTION, seconded by Carol Peters, to authorize the General Manager to sign the plat application. Motion passed unanimously.

Following a report from Daniel Pepin, Cory McDonald made a MOTION, seconded by Ann Smith, to authorize the General Manager to continue negotiations with assistance from MWSC attorney of a non-standard water service agreement to provide water service to Nola Properties, L.P. and to sign the completed contract. Motion passed unanimously.

Doug Spillmann made a MOTION, seconded by Ann Smith, to accept the resignation of MWSC Board Director Jane Hughson with regret. Motion passed unanimously. Brian Picht referred to the tremendous knowledge he had learned from Jane.

Daniel Pepin reported a \$76,300 estimate to perform work needed on the FM 1984 standpipe and recommended that \$50,000 be added to that Capital Improvement line item for 2016 to cover the work. Daniel was asked about a performance bond on the project. No action was taken.

Daniel Pepin reported that the Region L IPP Plan pipeline is proposed to follow the electrical lines through Reedville. No action taken.

Carol Peters gave the credentials committee report including adding Brian Picht to the committee as the second Board member on the committee and that there remains a spot on the committee for a non-Board member. Doug Spillmann, Carol Peters, Chris Bugge, and Brian Picht drew straws to determine which of them who were elected at the April 13, 2015, annual meeting would serve the remainder of the 2014-17 vacant Board position. Board member Chris Bugge won the draw. Doug, Carol, and Brian will serve in the three 2015-18 positions.

Board member, Buzz Mayfield, left the meeting at 8:45 pm.

Brian Picht reported on the final litigation committee meeting with Robert McDonald and the General Land Office regarding the decertification settlement agreement. The Board asked Daniel Pepin to calculate the difference between the total legal fees that MWSC will receive in the settlement from the GLO to cover legal and engineering costs and the actual cost accrued. Ann Smith signed the settlement agreement as vice president in the absence of President Brian Picht.

Richard Gallegos reported on the 110 right-of-way acquisition and provided a copy of the easements. San Marcos Title is doing the title search for the 50x50 tract. No action taken.

The Board adjourned into Executive Session at 9:05 pm to discuss personnel matters and to complete the performance review of General Manager Daniel Pepin. The Board reconvened into Open Session at 9:45 pm. No action was taken in Executive Session.

Cory McDonald made a MOTION, seconded by Brian Picht, to give a 5% raise to Daniel Pepin based on his performance review. Motion passed by a vote of 4 for and 2 against. Carol Peters and Chris Bugge voted against the motion.

Brian Picht gave the President's report stating that FEMA had visited MWSC to consult with Daniel Picht regarding financial assistance for the damage to MWSC system during the Memorial Day Blanco River flood.

Board member concerns included tariff amendments, AMR meters, and need to hire an additional field assistant.

The next regular Board meeting will be held September 24. Dates for October, November, and December will need to be adjusted.

Carol Peters made a MOTION, seconded by Ann Smith, to adjourn the meeting at 10:05 pm. Motion passed unanimously.

Respectfully submitted,
Carol Peters
Secretary

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT C: CITY OF SAN MARCOS' MEETING MINUTES AND AGENDA



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Special Meeting Agenda - Final City Council

Friday, August 14, 2015

12:00 PM

City Council Chambers

630 E. Hopkins - Packet Meeting

I. Call To Order

II. Roll Call

1. Consider approval of Ordinance 2015-28, on the first of two readings, annexing into the City 417.630 acres of land, more or less, out of the William H. Van Horn Survey, Abstract No. 464, located on the east side of IH-35 and south of Posey Road; approving a service plan for this area; including procedural provisions; and providing an effective date.
2. Consider approval of Ordinance 2015-29, on the first of two readings, annexing into the City 965 acres of land, more or less, comprised of multiple tracts of land and associated rights-of-way within 13 areas in the City's Extraterritorial Jurisdiction; approving service plans for said areas; including procedural provisions; and providing an effective date.
3. Consider approval of Resolution 2015-98R approving a Settlement Agreement by and among Maxwell Water Supply Corporation, the State of Texas (General Land Office), Yarrington Partners, Ltd, Whisper Master Community, L.P., and the City of San Marcos, Texas pertaining to the provision of retail water service within portions of Maxwell Water Supply Corporation's Certificate of Convenience and Necessity Area that have been decertified by the Texas Commission on Environmental Quality; authorizing the City Manager to execute the Settlement Agreement; and declaring an effective date.
4. Consider approval, by motion, of a proposal to set the 2015 tax rate at a maximum of 53.02 cents per \$100 valuation, which is the same rate adopted in 2014, which is higher than the effective tax rate.

5. Consider Staff briefing and Council Member discussion and questions regarding items on the agenda for August 14, 2015 Regular City Council Meeting, to wit Items (3-24).

CONSENT AGENDA

3. Approval of the following minutes:

July 27, 2015 Budget Workshop Minutes

July 31, 2015 Packet Meeting Minutes

August 4, 2015 Regular Meeting Minutes

4. Approval of Ordinance 2015-26, on the second of two readings, amending the City's 2014-2015 Budget to authorize the expenditure of State Asset Forfeiture Funds in an amount not to exceed \$30,380 for the purchase of services and hardware to expand the Police Department's Evidence Management System; and providing an effective date.

5. Approval of Ordinance 2015-27, on the second of two readings, amending Article 3 of Chapter 18 of the San Marcos City Code by adding Section 18.095 to create a variance process authorizing food establishments to allow dogs in outdoor dining areas pursuant to Title 25, Section 229.171(c) of the Texas Administrative Code; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

6. Approval of Resolution 2015-99R approving the terms and conditions of an Interlocal Cooperation Agreement between the City of San Marcos and the Harris County Department of Education which sponsors the Choice Partners Cooperative Program; providing for a cooperative purchasing program for goods and services; designating the City Purchasing Manager as the official representative of the City relating to the Program; authorizing the City Manager or his designee to execute the Interlocal Agreement on behalf of the City; and declaring effective date.

7. Approval of Resolution 2015-100R approving an agreement between the City and Beaty Palmer Architects for the provision of professional architectural services in connection with the Georgia Street Senior Citizens Center Project in a not to exceed amount of \$62,740.00 which includes an increase of \$19,950.00 above the previous contract amount of \$42,790.00; ratifying the City Manager's execution of this agreement on behalf of the City; authorizing the City Manager or his designee to execute authorization of Change In Services No. 3 on behalf of the City; and declaring an effective date.

8. Approval of Resolution 2015-101R approving the second extension of an annual contract with Interstate Elect, LLC for the provision of pump and motor repair services; authorizing the City Manager or his designee to execute the appropriate documents related to this contract extension on behalf of the City and declaring an effective date.

9. Approval of Resolution 2015-102R approving the proposal by the Caldwell

County Appraisal District relating to the purchase of land and construction and financing of an Appraisal Office Facility; and declaring an effective date.

10. Approval of Resolution No. 2015-103R, establishing San Marcos, Texas as a "Film Friendly Community" and adopting Guidelines for Filming in San Marcos, Texas; authorizing the City Manager to take such measures as necessary to implement the policy; and declaring an effective date.

11. Approval of Resolution 2015-104R approving a Fifth Amended and Restated Contract with Texas Disposal Systems, Inc. for the Collection and Disposal of Solid Waste and Recyclable Materials which adds Curbside Green Waste Cart Services, discontinues servicing of the downtown public trash containers and changes the Annual Rate Increase from the Consumer Price Index Rate to a three percent flat rate increase; authorizing the City Manager or his designee to execute this contract on behalf of the City; and declaring an effective date.

12. Approval of Resolution 2015-105R approving an Interlocal Agreement with the City of Kyle allowing each City to install gateway monument signs within Texas Department of Transportation (TxDOT) right-of-way in the other's City limits; authorizing the City Manager to execute said agreement on behalf of the City; and declaring an effective date

13. Approval of Resolution 2015-106R establishing new monthly lease rates at San Marcos Regional Airport for FY 2016 by increasing T-Hangars to \$200, T-Shelters to \$85, and Storage Facilities to \$70; and declaring an effective date.

14. Approval of Change in Services No. 22 to the North Harris Computer Corporation contract for an upgrade to the Harris NorthStar Utility Billing System in the amount of \$84,600.00, which includes the software integration, installation and training.

PUBLIC HEARINGS

15. Staff presentation and Public Hearing to receive comments for or against Ordinance 2015-30 amending Chapter 74 of the San Marcos City Code by adding a new Article 6 that establishes procedures and criteria for the granting of revocable Licenses for Sidewalk Cafés, Parklets, and Similar Special Uses of Public Rights-Of-Way; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

16. Staff presentation and Public Hearing to receive comments for or against Ordinance 2015-31 amending the Official Zoning Map of the City by rezoning lots 5-A and 5-B, McKinley Place Subdivision, Section 3, located on the east side of Sadler Drive, southwest of Wonder World from "PDD" Planned Development District to "OP" Office Professional District for lot 5-A and "MF-24" Multiple-Family Residential District for lot 5-B; and including procedural provisions.

17. Staff presentation and Public Hearing to receive comments for or against a

proposal to set the tax Rate for the 2015 tax year at 53.02 cents on each \$100 of taxable value of real and personal property that is not exempt from taxation; levying taxes for the use and support of the Municipal Government of the City for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016; providing a Sinking Fund for the retirement of the bonded debt of the City.

NON-CONSENT AGENDA

18. Approval of Ordinance 2015-32, on emergency with only one reading, ordering a city election to be held on November 3, 2015; making provisions for conducting the election; and providing an effective date
19. Approval of Ordinance 2015-33, on the first of two readings, adopting fees to be charged by the City for various City Services, including changes to some existing fees and the addition of new fees; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.
20. Approval of Resolution 2015-107R delaying action on an Ordinance authorizing City of San Marcos, Texas Tax and Revenue Certificates of Obligation in an amount not to exceed \$19,750,000.00; and other matters related thereto.
21. Appointments to fill the vacancies on the San Marcos Commission on Children and Youth for the Hays County Representative and the Key Constituency Group appointee of Council Member John Thomaides, and provide direction to Staff.
22. Hold discussion regarding the San Marcos Economic Development Board, and provide direction to Staff.
23. Discussion regarding the Airport Commission Ordinance, and provide direction to Staff.
24. Discussion regarding Airport operations, Rules and Regulations, Minimum Standards, and Chapter 10 - Aviation within the San Marcos City Code, and provide direction to Staff.
6. Executive Session in accordance with Section §551.071 - Consultation With Attorney - to receive legal advice from the City Attorney regarding pending litigation, to wit: City of San Marcos, Texas v. Sam Brannon, Communities For Thriving Water - Fluoride Free San Marcos, Morgan Knecht and Kathleen O'Connell; Case No. 15-1266 in the 274th District Court of Hays County Texas.
7. Consider adoption or direction to Staff on matters discussed in Executive Session.

III. Question and Answer Session with Press and Public.

This is an opportunity for the Press and Public to ask questions related to items on this agenda

IV. Adjournment.

POSTED ON TUESDAY, AUGUST 11, 2015 at 12:00 p.m.

JAMIE LEE PETTIJOHN, CITY CLERK

Notice of Assistance at the Public Meetings

The City of San Marcos does not discriminate on the basis of disability in the admission or access to its services, programs, or activities. Individuals who require auxiliary aids and services for this meeting should contact the City of San Marcos ADA Coordinator at 512-393-8000 (voice) or call Texas Relay Service (TRS) by dialing 7-1-1. Requests can also be faxed to 855-461-6674 or sent by e-mail to ADArequest@sanmarcostx.gov



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Meeting Minutes City Council

Friday, August 14, 2015

12:00 PM

City Council Chambers

630 E. Hopkins - Packet Meeting

I. Call To Order

With a quorum present, the special meeting of the San Marcos City Council was called to order by Mayor Guerrero at 12:05 p.m. Friday, August 14, 2015 in the City Council Chambers, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Mayor Pro Tem Prather and Deputy Mayor Pro Tem Scott were both absent due to work commitments.

Present: 5 - Mayor Daniel Guerrero, Council Member John Thomaides, Council Member Ryan Thomason, Council Member Lisa Prewitt and Council Member Jane Hughson

Absent: 2 - Deputy Mayor Pro Tem Shane Scott and Mayor Pro-Tem Jude Prather

1. Consider approval of Ordinance 2015-28, on the first of two readings, annexing into the City 417.630 acres of land, more or less, out of the William H. Van Horn Survey, Abstract No. 464, located on the east side of IH-35 and south of Posey Road; approving a service plan for this area; including procedural provisions; and providing an effective date.

A motion was made by Council Member Thomaides, seconded by Council Member Thomason, that Ordinance 2015-28 be approved, on the first of two readings. The motion carried by the following vote:

For: 5 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason, Council Member Prewitt and Council Member Hughson

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

2. Consider approval of Ordinance 2015-29, on the first of two readings, annexing into the City 965 acres of land, more or less, comprised of multiple tracts of land and associated rights-of-way within 13 areas in the City's Extraterritorial Jurisdiction; approving service plans for said areas; including procedural provisions; and providing an effective date.

Main Motion: A motion was made by Mayor Guerrero, seconded by Council Member Hughson, that Ordinance 2015-29 be approved.

Motion to Amend: A motion was made by Council Member Prewitt, seconded by Council Member Hughson, that Ordinance 2015-29 be amended by removing 701 Lime Kiln Rd (Area 13) from the annexation area. The motion carried by the following vote:

For: 5 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason, Council Member Prewitt and Council Member Hughson

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

Main Motion: that Ordinance 2015-29 be approved as amended, on the first of two readings. The motion carried by the following vote:

For: 4 - Mayor Guerrero, Council Member Thomaides, Council Member Prewitt and Council Member Hughson

Against: 1 - Council Member Thomason

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

3. Consider approval of Resolution 2015-98R approving a Settlement Agreement by and among Maxwell Water Supply Corporation, the State of Texas (General Land Office), Yarrington Partners, Ltd, Whisper Master Community, L.P., and the City of San Marcos, Texas pertaining to the provision of retail water service within portions of Maxwell Water Supply Corporation's Certificate of Convenience and Necessity Area that have been decertified by the Texas Commission on Environmental Quality; authorizing the City Manager to execute the Settlement Agreement; and declaring an effective date.

A motion was made by Council Member Thomason, seconded by Council Member Thomaides, that Resolution 2015-98R be approved. Council Member Hughson abstained to avoid the appearance of impropriety. The motion carried by the following vote:

For: 4 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason and Council Member Prewitt

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

Abstain: 1 - Council Member Hughson

4. Consider approval, by motion, of a proposal to set the 2015 tax rate at a maximum of 53.02 cents per \$100 valuation, which is the same rate adopted in 2014, which is higher than the effective tax rate.

A motion was made by Mayor Guerrero, seconded by Council Member Prewitt, that the proposed 2015 tax rate be set at a maximum of 53.02 cents per \$100 valuation. The motion carried by the following vote:

For: 5 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason, Council Member Prewitt and Council Member Hughson

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

5. Consider Staff briefing and Council Member discussion and questions regarding items on the agenda for August 14, 2015 Regular City Council Meeting, to wit Items (3-24).

CONSENT AGENDA

3. Approval of the following minutes:

July 27, 2015 Budget Workshop Minutes

July 31, 2015 Packet Meeting Minutes

August 4, 2015 Regular Meeting Minutes

4. Approval of Ordinance 2015-26, on the second of two readings, amending the City's 2014-2015 Budget to authorize the expenditure of State Asset Forfeiture Funds in an amount not to exceed \$30,380 for the purchase of services and hardware to expand the Police Department's Evidence Management System; and providing an effective date.

5. Approval of Ordinance 2015-27, on the second of two readings, amending Article 3 of Chapter 18 of the San Marcos City Code by adding Section 18.095 to create a variance process authorizing food establishments to allow dogs in outdoor dining areas pursuant to Title 25, Section 229.171(c) of the Texas Administrative Code; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

6. Approval of Resolution 2015-99R approving the terms and conditions of an Interlocal Cooperation Agreement between the City of San Marcos and the Harris County Department of Education which sponsors the Choice Partners Cooperative Program; providing for a cooperative purchasing program for goods and services; designating the City Purchasing Manager as the official representative of the City relating to the Program; authorizing the City Manager or his designee to execute the Interlocal Agreement on behalf of the City; and declaring effective date.

7. Approval of Resolution 2015-100R approving an agreement between the City and Beaty Palmer Architects for the provision of professional architectural services in connection with the Georgia Street Senior Citizens Center Project in a not to exceed amount of \$62,740.00 which includes an increase of \$19,950.00 above the previous

contract amount of \$42,790.00; ratifying the City Manager's execution of this agreement

on behalf of the City; authorizing the City Manager or his designee to execute authorization of Change In Services No. 3 on behalf of the City; and declaring an effective date.

8. Approval of Resolution 2015-101R approving the second extension of an annual contract with Interstate Elect, LLC for the provision of pump and motor repair services; authorizing the City Manager or his designee to execute the appropriate documents related to this contract extension on behalf of the City and declaring an effective date.

9. Approval of Resolution 2015-102R approving the proposal by the Caldwell County Appraisal District relating to the purchase of land and construction and financing of an Appraisal Office Facility; and declaring an effective date.

10. Approval of Resolution No. 2015-103R, establishing San Marcos, Texas as a "Film Friendly Community" and adopting Guidelines for Filming in San Marcos, Texas; authorizing the City Manager to take such measures as necessary to implement the policy; and declaring an effective date.

11. Approval of Resolution 2015-104R approving a Fifth Amended and Restated Contract with Texas Disposal Systems, Inc. for the Collection and Disposal of Solid Waste and Recyclable Materials which adds Curbside Green Waste Cart Services, discontinues servicing of the downtown public trash containers and changes the Annual Rate Increase from the Consumer Price Index Rate to a three percent flat rate increase; authorizing the City Manager or his designee to execute this contract on behalf of the City; and declaring an effective date.

12. Approval of Resolution 2015-105R approving an Interlocal Agreement with the City of Kyle allowing each City to install gateway monument signs within Texas Department of Transportation (TxDOT) right-of-way in the other's City limits; authorizing the City Manager to execute said agreement on behalf of the City; and declaring an effective date

13. Approval of Resolution 2015-106R establishing new monthly lease rates at San Marcos Regional Airport for FY 2016 by increasing T-Hangars to \$200, T-Shelters to \$85, and Storage Facilities to \$70; and declaring an effective date.

14. Approval of Change in Services No. 22 to the North Harris Computer Corporation contract for an upgrade to the Harris NorthStar Utility Billing System in the amount of \$84,600.00, which includes the software integration, installation and training.

PUBLIC HEARINGS

15. Staff presentation and Public Hearing to receive comments for or against Ordinance 2015-30 amending Chapter 74 of the San Marcos City Code by adding a new Article 6 that establishes procedures and criteria for the granting of revocable Licenses for Sidewalk Cafés, Parklets, and Similar Special Uses of Public Rights-Of-Way; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

16. Staff presentation and Public Hearing to receive comments for or against Ordinance 2015-31 amending the Official Zoning Map of the City by rezoning lots 5-A and 5-B, McKinley Place Subdivision, Section 3, located on the east side of Sadler Drive, southwest of Wonder World from "PDD" Planned Development District to "OP" Office Professional District for lot 5-A and "MF-24" Multiple-Family Residential District for lot 5-B; and including procedural provisions.

17. Staff presentation and Public Hearing to receive comments for or against a proposal to set the tax Rate for the 2015 tax year at 53.02 cents on each \$100 of taxable value of real and personal property that is not exempt from taxation; levying taxes for the use and support of the Municipal Government of the City for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016; providing a Sinking Fund for the retirement of the bonded debt of the City.

NON-CONSENT AGENDA

18. Approval of Ordinance 2015-32, on emergency with only one reading, ordering a city election to be held on November 3, 2015; making provisions for conducting the election; and providing an effective date

19. Approval of Ordinance 2015-33, on the first of two readings, adopting fees to be charged by the City for various City Services, including changes to some existing fees and the addition of new fees; providing a savings clause; providing for the repeal of any conflicting provisions; and providing an effective date.

20. Approval of Resolution 2015-107R delaying action on an Ordinance authorizing City of San Marcos, Texas Tax and Revenue Certificates of Obligation in an amount not to exceed \$19,750,000.00; and other matters related thereto.

21. Appointments to fill the vacancies on the San Marcos Commission on Children and Youth for the Hays County Representative and the Key Constituency Group appointee of Council Member John Thomaides, and provide direction to Staff.

22. Hold discussion regarding the San Marcos Economic Development Board, and provide direction to Staff.

23. Discussion regarding the Airport Commission Ordinance, and provide direction to Staff.

24. Discussion regarding Airport operations, Rules and Regulations, Minimum Standards, and Chapter 10 - Aviation within the San Marcos City Code, and provide direction to Staff.

The Council discussed and asked questions regarding items on the agenda for August 18, 2015 Regular City Council Meeting. Staff informed Council that the agenda would be amended to add the July 30, 2015 minutes for consideration. No further direction was provided.

6. Executive Session in accordance with Section §551.071 - Consultation With Attorney - to receive legal advice from the City Attorney regarding pending litigation, to wit: City of San Marcos, Texas v. Sam Brannon, Communities For Thriving Water - Fluoride Free San Marcos, Morgan Knecht and Kathleen O'Connell; Case No. 15-1266 in the 274th District Court of Hays County Texas.

A motion was made by Mayor Guerrero, seconded by Council Member Prewitt, to adjourn into Executive Session at 1:26 p.m. The motion carried by the following vote:

For: 5 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason, Council Member Prewitt and Council Member Hughson

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

7. Consider adoption or direction to Staff on matters discussed in Executive Session.

Council reconvened into open session at 2:37 p.m. Direction was provided to Staff in Executive Session.

III. Question and Answer Session with Press and Public.

None.

IV. Adjournment.

A motion was made by Council Member Prewitt, seconded by Council Member Hughson, that the special meeting of the San Marcos City Council be adjourned at 2:40 p.m. The motion carried by the following vote:

For: 5 - Mayor Guerrero, Council Member Thomaides, Council Member Thomason, Council Member Prewitt and Council Member Hughson

Against: 0

Absent: 2 - Deputy Mayor Pro Tem Scott and Mayor Pro-Tem Prather

Jamie Lee Pettijohn, City Clerk

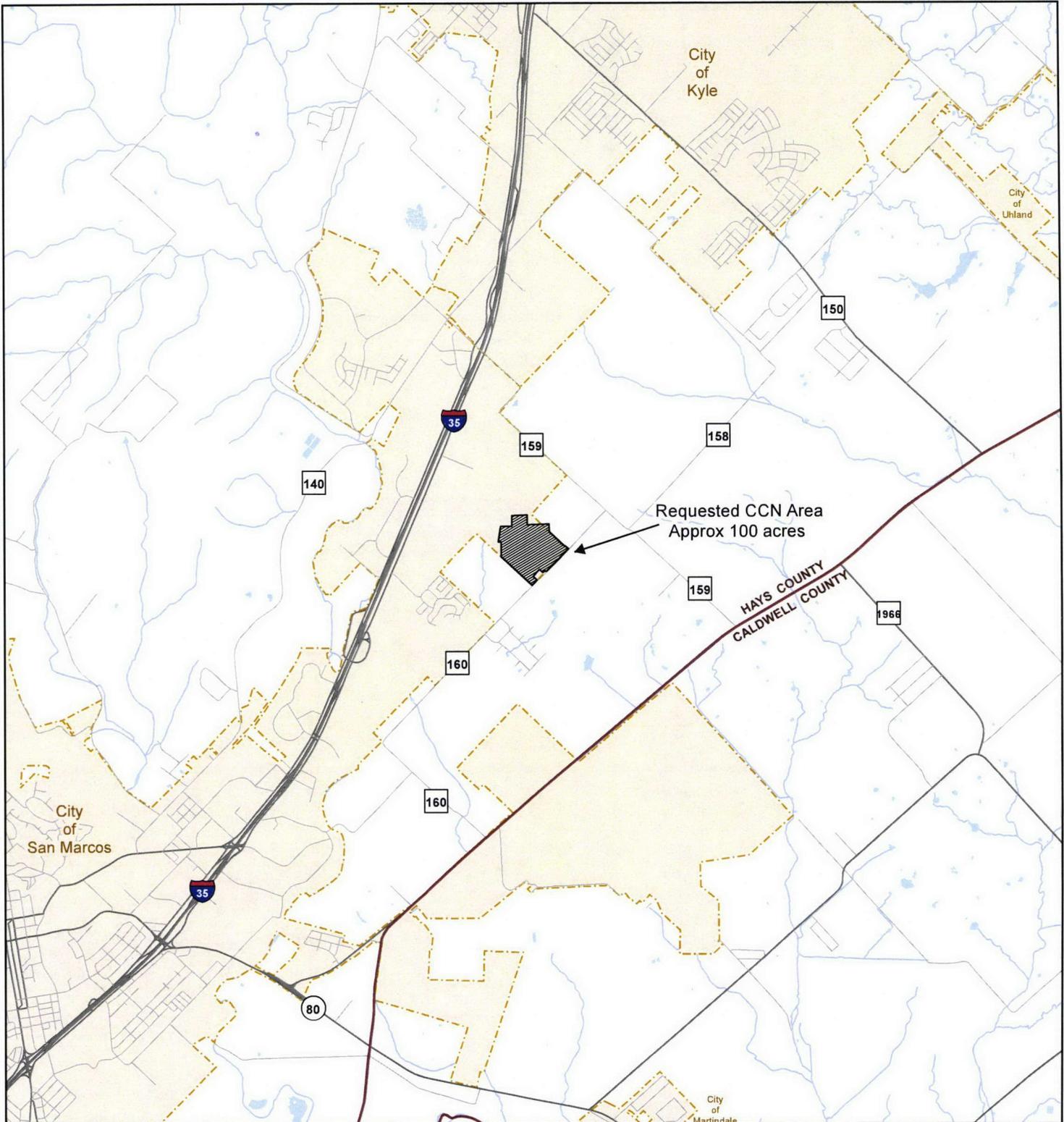
Daniel Guerrero, Mayor

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT D: GENERAL LOCATION MAP OF RECERTIFICATION AREA



General Location

Settlement Agreement for Remand in Cause No. D-1-GN-13-003767 (TCEQ Application No. 37683-C)
 to Recerticate Maxwell WSC, CCN No. 10293
 in Hays County

 Requested Area to Maxwell WSC, CCN 10293 - approx. 100 acres

0 0.5 1
 Miles

 City Limits - TxDOT 2014



Map by: S. Burt, ASBGI
 Date: May 5, 2017
 Base: TxDOT 2015 Roadways
 Project: Whisper South Maxwell Project General Location

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

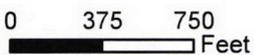
EXHIBIT E: DETAILED MAP OF RECERTIFICATION AREA



Large Scale Map on Imagery

Settlement Agreement for Remand in Cause No. D-1-GN-13-003767 (TCEQ Application No. 37683-C)
 to Recerticate Maxwell WSC, CCN No. 10293
 in Hays County

 Requested Area to Maxwell WSC, CCN 10293 - approx. 100 acres



Map by: S. Burt, ASBGI
 Date: May 5, 2017
 Base: TxDOT 2015 Roadways
 Project: Whisper South Maxwell Project Large Scale

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

**EXHIBIT F: METES & BOUNDS SURVEY AND
DIGITAL MAPPING DATA COMPLYING WITH 24.119(a)(3)(C)
(See CD for Digital Mapping Data)**

METES & BOUNDS DESCRIPTION

Being a 101.203 acre tract of land in the Joel Miner Survey in Hays County, Texas, same also being a portion of a 318.105 acre tract of land and portion of a 99.80 acre tract of land as described in a warranty deed to WHISPER MASTER COMMUNITY LIMITED PARTNERSHIP recorded in Doc #16000334 of the Real Property Records of Hays County, Texas; said 101.201 acres being more particularly described by metes and bounds as follows;

COMMENCING at an existing ½” rebar in the southeasterly corner point of the 318.105 acre tract, being on the northwesterly right-of-way line of County Road 160 (Harris Hill Road) and also being a northeasterly corner of a 36.40 acre tract of land described in Volume 4202, Page 145 of the Official Public Records of Hays County, Texas;

Thence along the southerly line of the said 318.105 acre tract and the northerly line of said 36.40 tract, North 46°21'27" West, a distance of 23.53 feet to the corner of the said 101.203 acre tract and the **POINT OF BEGINNING**;

Thence from the **POINT OF BEGINNING** along the southerly line of the said 318.105 acre tract, being also the same line as the said southerly line of the 101.201 acre tract herein described, **North 46°21'27" West**, a distance of **1,666.01 feet** to a corner;

Thence thru the interior of the said 318.105 acre tract, **North 00°09'15" East**, a distance of **590.00 feet** to a corner;

Thence **North 89°50'45" West**, a distance of **114.23 feet** to a point and the beginning of a non-tangent curve to the right, following the eastern right-of-way of a proposed unnamed street, said curve with a bearing of **North 10°01'51" East**, a distance of **1.72 feet**;

Continuing with the eastern right-of-way of the proposed unnamed street, a curve to the right, with a **radius of 399.00 feet** and an **arc length of 1.72 feet**;

Thence **North 10°09'15" East**, a distance of **564.86 feet** to the beginning of a curve to the left, with a chord bearing **North 06°34'13" East** and a distance of **56.38 feet**;

Continuing with the curve to the left with a **radius of 451.00 feet** and an **arc length of 56.42 feet** to a corner;

Thence **South 89°50'45" East**, a distance of **442.55 feet** to a corner;

Thence **North 00°09'15" East**, a distance of **418.65 feet** to a corner marking the proposed southern right-of-way of Whisper Hills Boulevard;

Thence following the southern right-of-way of the proposed Whisper Hills Boulevard, **North 87°22'38" East** a distance of **606.71 feet** to a corner;

Thence leaving the southern right-of-way of the proposed Whisper Hills Boulevard, **South 00°09'15" West**, a distance of **382.16 feet** to a corner;

Thence **North 88°55'36" East**, passing the boundary line between said 318.105 acre tract and said 99.80 acre tract at a distance of 639.21 feet, and continuing on for a total distance of **877.70 feet** to a corner;

Thence thru the interior of the said 99.80 acre tract, **South 00°09'15" West**, passing the boundary line between the said 318.105 acre tract and the said 99.80 acre tract at distance of 232.70 feet, continuing on for a total distance of **252.57 feet** to a point;

Thence thru the interior of the said 318.105 acre tract, **South 16°47'46" East**, a distance of **82.43 feet**;

Thence **South 46°21'27" East**, a distance of **782.94 feet** to a point;

Thence **South 74° 23'51" East** a distance of **64.76 feet**;

Thence **South 46°08'09" East**, a distance of **156.65 feet** to a corner;

Thence from the corner, in a southwesterly direction, following the proposed right-of-way of County Road 160 (Harris Hill Road), said corner also being South 83°04'46" West, 28.68 feet from the Northeasterly corner of said 318.105 acre tract;

Thence along the proposed westerly right-of-way of said County Road 160;

1. **South 43°51'51" West**, a distance of **636.89 feet** to a point;

2. **South 46°42'45" West**, a distance of **621.02 feet** to a point;

Thence leaving the proposed right-of-way of County Road 160 (Harris Hill Road), with a curve to the right with a bearing of **North 85°56'18" West**, a distance of **36.73 feet**;

Continuing with the curve to the right, a **radius of 25.00 feet** and an **arc length of 41.26 feet**;

Thence **North 38°39'49" West**, a distance of **17.47 feet** to a corner;

Thence **South 51°20'11" West**, a distance of **121.50 feet** to a corner;

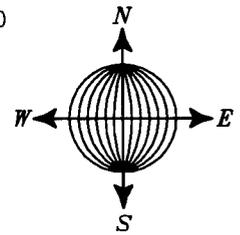
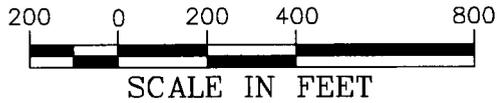
Thence **North 46°21'27" West**, a distance of **184.69 feet** to a corner;

Thence **South 43°38'33" West**, a distance of **368.36 feet** to a corner;

Thence **South 46°21'27" East**, a distance of **218.57 feet** to a corner;

Thence **South 46°47'12" West**, a distance of **293.44 feet** to the **POINT OF BEGINNING** and containing 101.203 acres more or less.

METES AND BOUNDS SKETCH

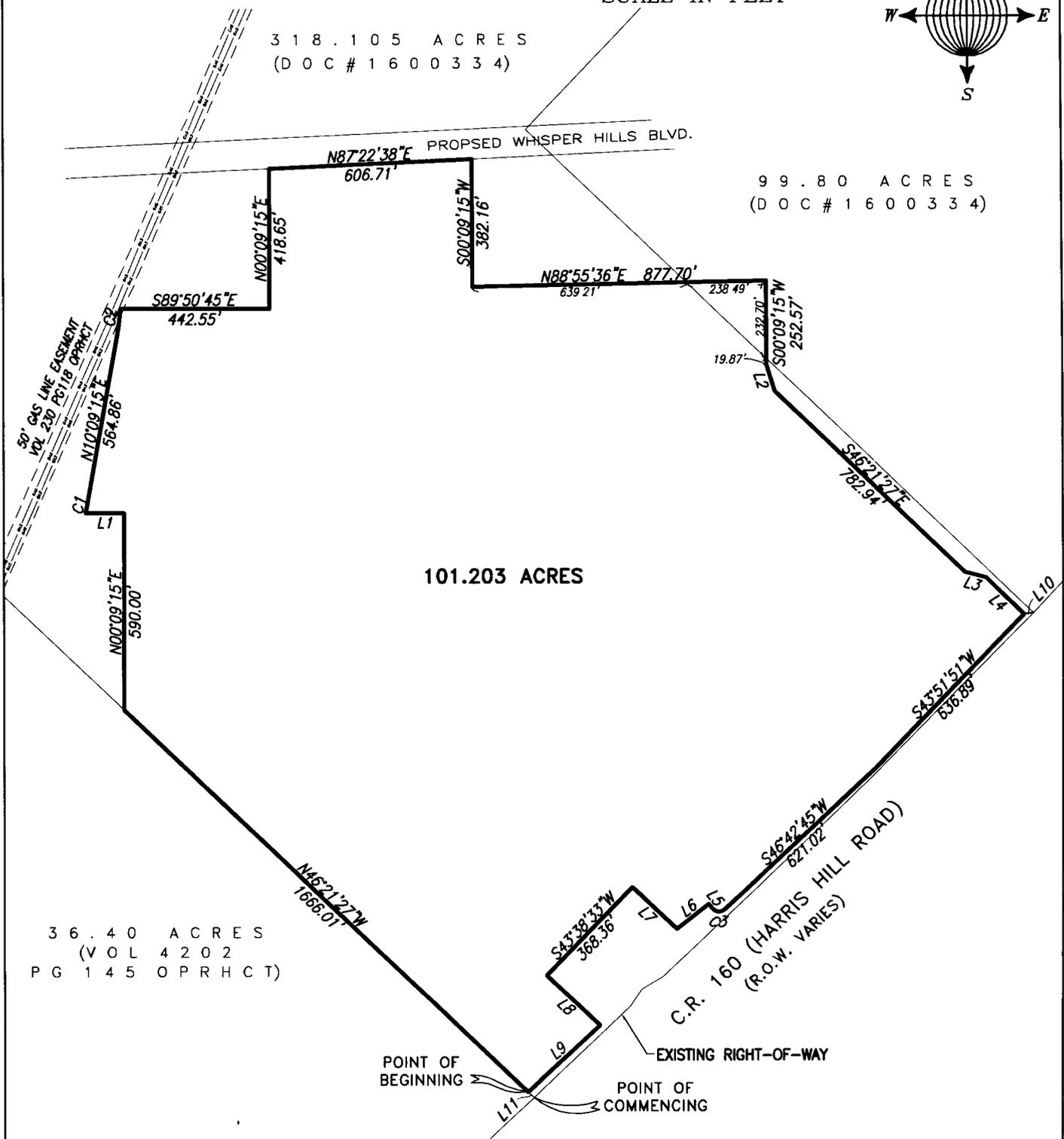


318.105 ACRES
(DOC # 1600334)

99.80 ACRES
(DOC # 1600334)

101.203 ACRES

36.40 ACRES
(VOL 4202
PG 145 OPRHCT)



VIGIL & ASSOC.

FIRM REGISTRATION NO. F-4768
 P.O. BOX 163314, AUSTIN, TEXAS 78716-3314
 TEL 512-326-2667

METES AND BOUNDS SKETCH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°50'45"W	114.23'
L2	S16°47'46"E	82.43'
L3	S74°23'51"E	64.76'
L4	S46°08'09"E	156.65'
L5	N38°39'49"W	17.47'
L6	S51°20'11"W	121.50'
L7	N46°21'27"W	184.69'
L8	S46°21'27"E	218.57'
L9	S46°47'12"W	293.44'
L10	S83°04'46"W	28.68'
L11	N46°21'27"W	23.53'

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	TANGENT	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1.72'	399.00'	0.86'	0°14'49"	N10°01'51"E	1.72'
C2	56.42'	451.00'	28.25'	7°10'02"	N06°34'14"E	56.38'
C3	41.26'	25.00'	27.07'	94°32'59"	N85°56'18"W	36.73'



VIGIL & ASSOC.

FIRM REGISTRATION NO. F-4768
 P.O. BOX 163314, AUSTIN, TEXAS 78716-3314
 TEL 512-326-2667

DOCKET NO. _____

REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT G: MAXWELL'S AFFIDAVIT OF NOTICE

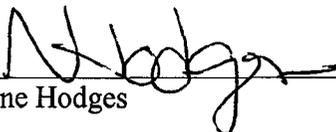
STATE OF TEXAS §

COUNTY OF CALDWELL §

AFFIDAVIT OF NADINE HODGES

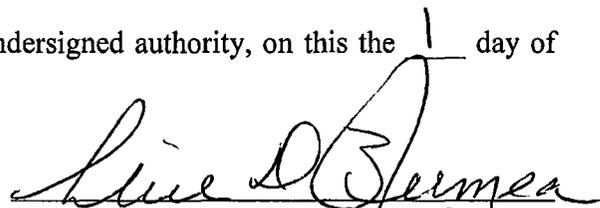
Before me, the undersigned authority, personally appeared Nadine Hodges, known to me to be the person who subscribed her name below, who, being by me first duly sworn, did depose on her oath as follows:

1. "I am over 18 years of age, have not been convicted of a crime, and I am of sound mind.
2. I am the Secretary/Treasurer of Maxwell Water Supply Corporation ("Maxwell"). I am capable of making this Affidavit, and personally acquainted with the facts herein stated.
3. Maxwell considered and approved an agreement between Maxwell, the City of San Marcos ("City"), the Texas General Land Office, and Whisper Master Community, L.P, whereby certain water certificate of convenience and necessity ("CCN") service territory of the City's would be transferred to Maxwell.
4. There are no customers being transferred pursuant to the agreement referenced above.
5. A true and correct copy of Maxwell's Board meeting agenda, which complied with the Texas Open Meetings Act, whereby the agreement referenced above was posted for consideration, is attached hereto as Exhibit A.
6. A true and correct copy of Maxwell's Board meeting minutes documenting that the agreement referenced above was approved is attached hereto as Exhibit B.
7. Further affiant sayeth not."

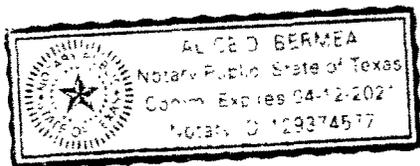


Nadine Hodges

Subscribed to and sworn before me, the undersigned authority, on this the 1 day of August, 2017.



Notary Public in and for the State of Texas



DOCKET NO. _____

**REMAND OF TCEQ APPLICATION §
NO. 37683-C (PETITION OF STATE OF §
TEXAS FOR EXPEDITED RELEASE §
OF PROPERTY FROM MAXWELL § PUBLIC UTILITY COMMISSION
WATER SUPPLY CORPORATION §
CERTIFIED SERVICE AREA (TCEQ § OF TEXAS
DOCKET NO. 2013-2032-UCR)) §**

**PETITION ON REMAND TO RECERTIFY SERVICE AREA
PURSUANT TO SETTLEMENT AGREEMENT**

EXHIBIT H: CITY OF SAN MARCOS' AFFIDAVIT OF NOTICE

STATE OF TEXAS §

COUNTY OF HAYS §

AFFIDAVIT OF JAMIE LEE CASE FKA JAMIE LEE PETTIJOHN

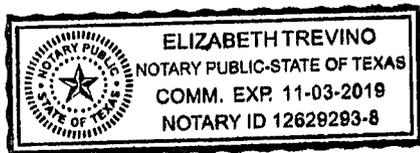
Before me, the undersigned authority, personally appeared Jamie Lee Case fka Jamie Lee Pettijohn, known to me to be the person who subscribed her name below, who, being by me first duly sworn, did depose on her oath as follows:

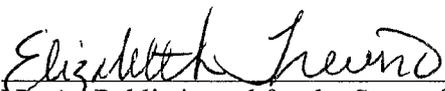
1. "I am over 18 years of age, have not been convicted of a crime, and I am of sound mind.
2. I am the City Clerk for the City of San Marcos ("City"). I am capable of making this Affidavit, and personally acquainted with the facts herein stated.
3. The City considered and approved an agreement between the City, Maxwell Water Supply Corporation ("Maxwell"), the Texas General Land Office, and Whisper Master Community, L.P, whereby certain water certificate of convenience and necessity ("CCN") service territory of the City's would be transferred to Maxwell.
4. There are no customers being transferred pursuant to the agreement referenced above.
5. A true and correct copy of the City's City Council meeting agenda, which complied with the Texas Open Meetings Act, whereby the agreement referenced above was posted for consideration, is attached hereto as Exhibit A.
6. A true and correct copy of the City's City Council meeting minutes documenting that the agreement referenced above was approved is attached hereto as Exhibit B.
7. Further affiant sayeth not."



 Jaime Lee Case fka Jamie Lee Pettijohn

Subscribed to and sworn before me, the undersigned authority, on this the 19th day of July, 2017.





 Notary Public in and for the State of Texas