



Control Number: 51023



Item Number: 681

Addendum StartPage: 0



SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023

APPLICATION OF THE CITY OF §  
SAN ANTONIO, ACTING BY AND § BEFORE THE STATE OFFICE  
THROUGH THE CITY PUBLIC §  
SERVICE BOARD (CPS ENERGY) TO § OF  
AMEND ITS CERTIFICATE OF § ADMINISTRATIVE HEARINGS  
CONVENIENCE AND NECESSITY §  
FOR THE PROPOSED SCENIC LOOP §  
138-KV TRANSMISSION LINE §

TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP,  
AND CRIGHTON DEVELOPMENT CO.'S RESPONSES TO STEVE CICHOWSKI'S  
FIRST SET OF REQUESTS FOR INFORMATION

Toutant Ranch, Ltd., Pinson Interests Ltd. LLP, ASR Parks, LLC, and Crighton Development Co. (the "Developers") file the following responses to the First Set of Requests for Information ("RFIs") to Developers filed by Steve Cichowski. Those RFIs were filed at the Commission and received on March 11, 2021. Accordingly, pursuant to the procedural schedule entered in this case, this response is timely filed. Developers' responses to specific questions are set forth as follows, in the order of the questions asked. Pursuant to 16 T.A.C. § 22.144(c)(2)(F), these responses may be treated as if they were filed under oath.

681

Respectfully submitted,

THOMPSON & KNIGHT LLP

/s/ Michael McMillin

Katherine L. Coleman

State Bar No. 24059596

Michael McMillin

State Bar No. 24088034

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**ATTORNEYS FOR TOUTANT RANCH, LTD.,  
ASR PARKS, LLC, PINSON INTERESTS LTD.  
LLP AND CRIGHTON DEVELOPMENT CO.**

**CERTIFICATE OF SERVICE**

I, Michael McMillin, Attorney for Toutant Ranch, Ltd., ASR Parks, LLC, Pinson Interests Ltd. LLP, and Crighton Development Co., hereby certify that a copy of the foregoing document was served on all parties of record in this proceeding on this 22<sup>nd</sup> day of March, 2021 by electronic mail, facsimile and/or First Class, U.S. Mail, Postage Prepaid.

/s/ Michael McMillin

Michael McMillin

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PUC DOCKET NO. 51023**

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<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

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**RFI 1-1** Refer to page 1, lines 8-10 and page 5, lines 1-10 of Mr. Dreiss's testimony.

- a. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Toutant Ranch, Ltd., its agents, officers, directors, representatives, organizers, members, or attorneys.
- b. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Pinson Interests LTD LLP, its agents, officers, directors, representatives, organizers, members, or attorneys.
- c. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Crighton Development Co., its agents, officers, directors, representatives, organizers, members, or attorneys.
- d. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and ASR Parks LLC., its agents, officers, directors, representatives, organizers, members, or attorneys.
- e. Please provide all documents reflecting or regarding any agreements relating to proposed Segments 42/42a, 46/46a/46b, 48 and/or 49/49a/49b between CPS Energy and Developers, their agents, officers, directors, representatives, organizers, members, or attorneys.

**RESPONSE:**

Pursuant to an agreement with Mr. Cichowski, the scope of this request was narrowed to exclude communications that are exclusively between Developers' counsel and client representatives, and are therefore subject to attorney-client privilege.

Please refer to Attachment Cichowski 1-1.

**Preparer: Tom Dreiss/Counsel**  
**Sponsor: Tom Dreiss**

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
<b>AMEND ITS CERTIFICATE OF</b>	<b>§</b>	
<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>
<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-2** Refer to page 6, lines 6-10 of Mr. Dreiss testimony.

- a. Please provide all documents reflecting, or consisting of any communications, in any format, related to the Agreement between CPS Energy and Developers which took place before the execution of the Agreement.
- b. Please provide all documents reflecting, or consisting of any correspondence, in any format, related to the Agreement between CPS Energy and Developers, which took place before the execution of the Agreement.
- c. Please provide all documents reflecting, or consisting of any communications, in any format, related to the Agreement between CPS Energy and Developers, which took place after the execution of the Agreement.
- d. Please provide all documents reflecting, or consisting of any correspondence, in any format, related to the Agreement between CPS Energy and Developers, which took place after the execution of the Agreement.

**RESPONSE:**

Pursuant to an agreement with Mr. Cichowski, the scope of this request was narrowed to exclude communications that are exclusively between Developers' counsel and client representatives, and are therefore subject to attorney-client privilege.

Please refer to Attachment Cichowski 1-1.

**Preparer: Tom Dreiss/Counsel**  
**Sponsor: Tom Dreiss**

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<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
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<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>
<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-3** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did Developers and/or ASR Parks, LLC first contact CPS Energy, by any means or medium, to discuss amending or modifying Segment 42 in order to lessen the impact to their properties in the study area?

**RESPONSE:**

To the best of my recollection, October 27, 2019.

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
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<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>
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<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

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**RFI 1-4** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did Developers and/or ASR Parks, LLC first contact CPS Energy, by any means or medium, to discuss amending or modifying any of the segments presented at the Open House in order to lessen the impacts to their properties in the study area?

**RESPONSE:**

To the best of my recollection, October 27, 2019.

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**



SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023

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CONVENIENCE AND NECESSITY §  
FOR THE PROPOSED SCENIC LOOP §  
138-KV TRANSMISSION LINE §

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FIRST SET OF REQUESTS FOR INFORMATION

**RFI 1-5** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did CPS Energy first indicate to Developers and/or ASR Parks, LLC that it was actually willing to amend or modify any of the segments presented at the Open House in order to lessen the impacts to their properties in the study area?

**RESPONSE:**

To the best of my recollection, January 3, 2020.

**Preparer:** Tom Dreiss  
**Sponsor:** Tom Dreiss

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>SAN ANTONIO, ACTING BY AND</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
<b>THROUGH THE CITY PUBLIC</b>	<b>§</b>	
<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
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<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>
<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

**TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP,  
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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-6** Refer to page 5, lines 5-10 of the testimony of Mr. Dreiss.

Please provide all documents related to the negotiations regarding the donation of right of way for Segment 42/42a.

**RESPONSE:**

Please refer to Toutant Ranch, Ltd. and ASR Parks, LLC's Response to Anaqua Springs Homeowners' Association's RFI 1-1.

**Preparer: Counsel**  
**Sponsor: Counsel**

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PUC DOCKET NO. 51023

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AMEND ITS CERTIFICATE OF §  
CONVENIENCE AND NECESSITY §  
FOR THE PROPOSED SCENIC LOOP §  
138-KV TRANSMISSION LINE §

BEFORE THE STATE OFFICE  
OF  
ADMINISTRATIVE HEARINGS

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FIRST SET OF REQUESTS FOR INFORMATION

**RFI 1-7**

Please provide all documents related to the negotiations between CPS Energy and Developers and/or ASR Parks LLC regarding the Route modifications identified in Figure 5 of the Direct Testimony of Tom Dreiss on behalf of Toutant Ranch, LTD., ASR Parks, LLC, Pinson Interests Ltd. LLC, and Crighton Development Co.

**RESPONSE:**

Pursuant to an agreement with Mr. Cichowski, the scope of this request was narrowed to exclude communications that are exclusively between Developers' counsel and client representatives, and are therefore subject to attorney-client privilege.

Please refer to Attachment Cichowski 1-1.

**Preparer:** Tom Dreiss/Counsel  
**Sponsor:** Tom Dreiss

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>THROUGH THE CITY PUBLIC</b>	<b>§</b>	
<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
<b>AMEND ITS CERTIFICATE OF</b>	<b>§</b>	
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<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

**TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP,  
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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-8** Refer to page 3, lines 14-16 and Exhibit 1 to the testimony of Mr. Dreiss.

- a. What is the anticipated total cost to Developers as measured by the value of right of way donations, discounted right of way values, and loss of remainder damages, should the Commission select a Route that utilizes Segments 42,42a, 46,46a, and 49a as those segments are identified on Exhibit A to the Agreement.
- b. Has CPS Energy indicated to Developers that Paragraph 5 of the Agreement prohibits the Developers from advocating for any route other than one that utilized the segments referred to in the Agreement? If yes, please provide any documents.

**RESPONSE:**

- a. Developers object to this request as laid out in a separate pleading. Subject to and without waiving that objection, Developers respond that they have not calculated the anticipated total cost that would result from the Commission selecting any or all of those segments, so the requested information is not in their possession, custody, or control.
- b. No. However, based on the plain language of the Agreement, it is Developers' understanding that they have agreed to limit expressions of support exclusively to routes that involve the segments discussed in the Agreement (or their equivalents as re-named in CPS Energy's amended application).

**Preparer: Tom Dreiss/Counsel**  
**Sponsor: Tom Dreiss**

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>THROUGH THE CITY PUBLIC</b>	<b>§</b>	
<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
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<b>CONVENIENCE AND NECESSITY</b>	<b>§</b>	
<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
<b>138-KV TRANSMISSION LINE</b>	<b>§</b>	

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AND CRIGHTON DEVELOPMENT CO.'S RESPONSES TO STEVE CICHOWSKI'S  
FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-9** Refer to page 2, lines 5-8, and Exhibit 1 of Mr. Dreiss's testimony.

- a. Have Developers or ASR Parks, LLC offered to donate right of way for any segment in the study area other than the segments identified in the Agreement.
- b. If the answer is yes, please identify those segments.
- c. If the answer is no, do you contend that you are prevented from doing so by the Agreement.

**RESPONSE:**

Developers object to this request as laid out in a separate pleading. Subject to and without waiving that objection, Developers respond as follows:

- a. No.
- b. Not applicable.
- c. No.

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**

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FIRST SET OF REQUESTS FOR INFORMATION

RFI 1-10 Refer to page 2, Figure 1, page 3, Figure 2, and page 5 of Exhibit 1 of Mr. Dreiss's direct testimony.

- a. Admit or Deny that Segments 46 and 46a (as those segments are identified on Exhibit A to the Agreement) are on property owned by one or more of Developers and/or ASR Parks, Inc. as shown on Figure 1 attached to the direct testimony of Tom Dreiss.

**RESPONSE:**

Developers can neither admit or deny. A portion of Segment 46 crosses a tract owned by the Reyes family, and that portion is not on property owned by one or more of the Developers. The remainder of Segment 46, as well as all of Segment 46a is on property owned by one or more of the Developers.

**Preparer:** Tom Dreiss  
**Sponsor:** Tom Dreiss

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>THROUGH THE CITY PUBLIC</b>	<b>§</b>	
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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-11** Refer to Exhibit 1 to the testimony of Mr. Dreiss.

- a. Do Developers and ASR Parks, LLC support any Route that does not utilize Segment 46 or Segment 46a as those are shown on Exhibit A to the Agreement?
- b. If the answer is yes, then identify which Route or Routes Developers and/or ASR Parks, LLC support.
- c. If the answer is no, then please explain why Developers and/or ASR Parks, LLC only support Routes that cross their properties.

**RESPONSE:**

- a. No.
- b. Not applicable.
- c. Developers support those routes for the reasons discussed in the Direct Testimony of Tom Dreiss. Based on the plain language of Developers' Agreement with CPS, it is Developers' understanding that they have agreed to limit expressions of support to routes that involve the segments discussed in the Agreement (or their equivalents as re-named in CPS Energy's amended application).

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**

**SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023**

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<b>SERVICE BOARD (CPS ENERGY) TO</b>	<b>§</b>	<b>OF</b>
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<b>FOR THE PROPOSED SCENIC LOOP</b>	<b>§</b>	
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FIRST SET OF REQUESTS FOR INFORMATION**

**RFI 1-12** Refer to Exhibit 1 (the Agreement) to the testimony of Mr. Dreiss.

Do Developers and /or ASR Parks contend that the Agreement attached to the testimony of Tom Dreiss prevents them from supporting or joining with other Intervenors to support Routes that avoid segments 46 and 46a?

**RESPONSE:**

Based on the plain language of the Agreement, it is Developers' understanding that they have agreed to limit expressions of support to routes that involve the segments discussed in the Agreement (or their equivalents as re-named in CPS Energy's amended application).

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**



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PUC DOCKET NO. 51023

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THROUGH THE CITY PUBLIC §  
SERVICE BOARD (CPS ENERGY) TO § OF  
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CONVENIENCE AND NECESSITY §  
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FIRST SET OF REQUESTS FOR INFORMATION

**RFI 1-13** Refer to Exhibit (the Agreement) to the testimony of Mr. Dreiss.

- a. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that it will consider their support of any route other than one that uses Segments 46, 46a, 46b, or 49a a breach of the Agreement.
- b. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that it will consider their support of any Route, other than a Route that utilizes Segment 46 or 46a, a breach of the Agreement.
- c. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that pursuant to the terms of the Agreement, they may only support a Route that utilizes Segment 46 or 46a.
- d. If you have admitted to a, b, or c, please provide all documents, correspondence, and communications supporting that response.

**RESPONSE:**

- a. Deny.
- b. Deny.
- c. Deny.
- d. Not applicable.

**Preparer:** Tom Dreiss  
**Sponsor:** Tom Dreiss

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SERVICE BOARD (CPS ENERGY) TO	§	OF
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**RFI 1-14** Refer to Exhibit 1 (the Agreement) to the testimony of Mr. Dreiss.

- a. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from negotiating the case in the context of a settlement conference or mediation?
- b. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segments 49 and 49a?
- c. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segment 46?
- d. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from participating in a settlement conference or mediation in any manner other than supporting some combination of segments 46/46a/46b/49a?
- e. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segment 64?

**RESPONSE:**

Developers have objected to this RFI. Subject to and without waiving that objection, Developers respond as follows:

- a. No.
- b. No.
- c. No.

d. No.

e. No.

**Preparer: Tom Dreiss**  
**Sponsor: Tom Dreiss**

**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20  
**Date:** Friday, November 13, 2020 10:13:51 AM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)  
[Pecan Springs - Pinson Add.Land.pdf](#)

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**From:** Taylor Dreiss  
**Sent:** Monday, January 27, 2020 10:46 AM  
**To:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>; [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com); [KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Kirk/Craig,

I wanted to reach out and give you an update on where we stand with the land purchase, everything we talked about at the 1/3/20 meeting is still on track.

- After meeting with the Pinson's last week, we will be purchasing Area "A" (17.9ac) and "B" (14.6ac) and optioning Area "C" (11.6ac). We will have the executed right to purchase documents to you guys next week.

Let us know if you have any questions.  
Thanks,

**From:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Sent:** Friday, January 3, 2020 2:58 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>; [tomdreiss@aol.com](mailto:tomdreiss@aol.com)  
**Cc:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

I concur, it was a good meeting.

My new V-card is attached. Have a good weekend.

**Craig Bennett**  
100 Congress Avenue Suite 1100 | Austin, TX | 78701  
V. (512) 236-2087 | F: (512) 691-4427 | [cbennett@jw.com](mailto:cbennett@jw.com)  
Jackson Walker L.L.P



**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Friday, January 3, 2020 2:53 PM  
**To:** [tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)  
**Cc:** [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Thanks Taylor. Please note that Craig and I moved firms in December. My new contact information is attached. We really appreciated the meeting this morning.

Kirk Rasmussen



**From:** Lynn Needles <[lneedles@enochkever.com](mailto:lneedles@enochkever.com)>  
**Sent:** Friday, January 3, 2020 1:36 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Friday, January 03, 2020 1:13 PM  
**To:** Otto, Daniel T. <[DTOtto@cpsenergy.com](mailto:DTOtto@cpsenergy.com)>; Kirk Rasmussen <[krasmussen@enochkever.com](mailto:krasmussen@enochkever.com)>; Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>; Craig Bennett <[cbennett@enochkever.com](mailto:cbennett@enochkever.com)>  
**Cc:** Tom Dreiss <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

Gentlemen,

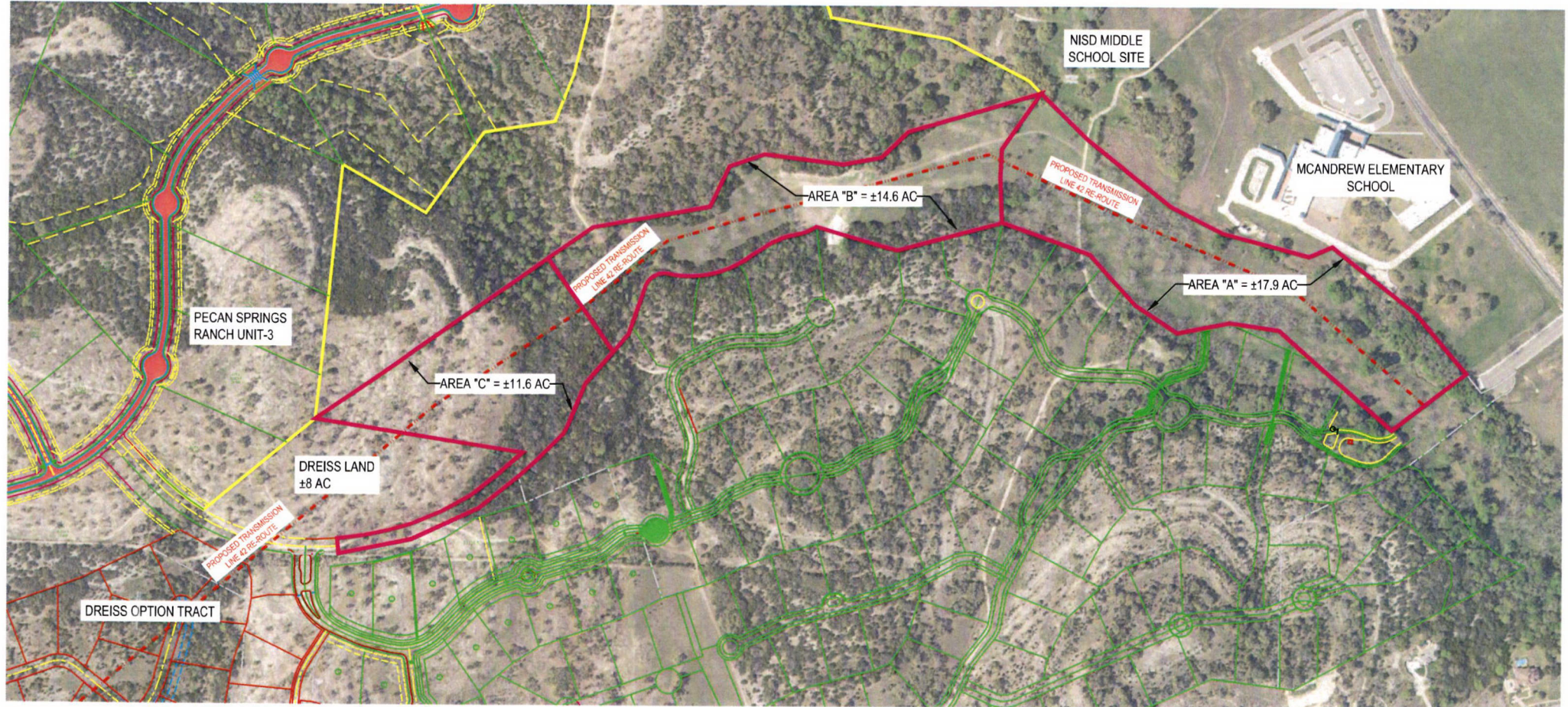
Thank you for meeting with us this morning to discuss segment 42 and our Pecan Springs Development. We have an agreement to purchase land from the Pinson's in order to facilitate segment 42 being relocated to our northern boundary. This relocation along our northern boundary will not affect any new land owners and is shown on the attached exhibit in pink.

Per our discussion this morning, we have agreed to dedicate a portion of the electrical easement along this reroute, shown between the double red arrows on the exhibit. We have also agreed to

add an additional segment (shown in orange) connecting segment 41 with the reroute option of 42. We have a verbal agreement with the Pinson's to purchase the land highlighted in black, and the written version of this agreement will be provided to you in the next few weeks.

Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss



**From:** [McMillin, Michael](#)  
**To:** [Rasmussen, Kirk](#)  
**Subject:** RE: Agreement [IMAN-JWDOCS.FID4061346]  
**Date:** Tuesday, November 24, 2020 11:46:00 AM  
**Attachments:** [image001.png](#)

---

I have talked to Taylor and we are ok with these changes. He's fine with using the existing signature.

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

vCard | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** Rasmussen, Kirk  
**Sent:** Tuesday, November 24, 2020 10:54 AM  
**To:** McMillin, Michael  
**Subject:** RE: Agreement [IMAN-JWDOCS.FID4061346]  
See attached.

**Kirk Rasmussen**  
512-968-4566

**From:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Sent:** Tuesday, November 24, 2020 10:30 AM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: Agreement [IMAN-JWDOCS.FID4061346]

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Sure. I'm free now until noon.

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

vCard | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Tuesday, November 24, 2020 10:29 AM  
**To:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Subject:** Agreement [IMAN-JWDOCS.FID4061346]

Got a minute this morning to visit about the agreement? Got a couple of questions from Paul that I want to run past you.

**Kirk Rasmussen | Partner**  
100 Congress Avenue Suite 1100 | Austin, TX | 78701  
V: (512) 236-2310 | C: (512) 968-4566 | F: (512) 236-2002 | [krasmussen@jw.com](mailto:krasmussen@jw.com)





**From:** [McMillin, Michael](#)  
**To:** [Rasmussen, Kirk](#)  
**Cc:** [Bennett, Craig](#)  
**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]  
**Date:** Thursday, November 12, 2020 1:22:17 PM  
**Attachments:** [201110a1 - CPS Exhibit.pdf](#)

---

Kirk,

For clarity, this is the attachment referred to in the term sheet. It is the same as the last version I forwarded you.

I'm free at your convenience this afternoon if you would like to discuss.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

[vCard](#) | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** McMillin, Michael

**Sent:** Thursday, November 12, 2020 8:23 AM

**To:** 'Rasmussen, Kirk'

**Cc:** Bennett, Craig

**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]

Kirk,

I have attached an updated term sheet that incorporates the Dreisses' changes to the ROW Acquisition section. Please give me a call later today to discuss.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

[vCard](#) | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** McMillin, Michael

**Sent:** Tuesday, November 10, 2020 5:04 PM

**To:** 'Rasmussen, Kirk' <[krasmussen@jw.com](mailto:krasmussen@jw.com)>

**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]

I have relayed this information to the Dreisses. They're thinking it over and we are going to have a call tomorrow to work up edits to the last section of the draft agreement.

Let me know if you or Craig see any other issues in the agreement that you think we need to address.

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

vCard | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Tuesday, November 10, 2020 3:39 PM  
**To:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]  
Thanks. Including them is fine.

**Kirk Rasmussen**  
512-968-4566

**From:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Sent:** Tuesday, November 10, 2020 3:37 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Ok that makes sense. I'll work with the Dreisses to come up with the necessary changes to § 6 of the draft agreement I sent you. Do you mind if the agreement includes these numbers?

**Michael McMillin | Thompson & Knight LLP**  
Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701  
512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)  
vCard | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Tuesday, November 10, 2020 3:32 PM  
**To:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]  
Parcel as listed on the tax rolls as a separate parcel. Same cost for Segment 42. A parcel cost applies if a portion of the parcel is crossed by the ROW. A parcel for these purposes would not include "lots" that are part of an undivided tract that have not yet been sold.

**Kirk Rasmussen**  
512-968-4566

**From:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>  
**Sent:** Tuesday, November 10, 2020 3:28 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Thanks, Kirk. A few questions so I can explain to my clients:

- Is the cost for Segment 42 also \$0.50 per sq. ft.?
- How does CPS define a "parcel" for these purposes?

- How does CPS decide when a parcel needs to be acquired?

I'm free the rest of the day if a call is easier for you.

**Michael McMillin | Thompson & Knight LLP**

Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) |

[michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

vCard | [www.tklaw.com/michael-mcmillin/](http://www.tklaw.com/michael-mcmillin/)

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>

**Sent:** Tuesday, November 10, 2020 3:23 PM

**To:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>

**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>

**Subject:** RE: CPS CCN (51023): Draft Term Sheet for Route Modification Agreement [IMAN-JWDOCS.FID4061346]

Michael,

ROW cost for Segment 46 and Segment 49 were \$0.50 sq/foot. Parcel acquisition cost was \$24,500 per parcel.

**Kirk Rasmussen**

512-968-4566

**From:** McMillin, Michael <[Michael.McMillin@tklaw.com](mailto:Michael.McMillin@tklaw.com)>

**Sent:** Tuesday, November 10, 2020 2:42 PM

**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>

**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>

**Subject:** CPS CCN (51023): Draft Term Sheet for Route Modification Agreement

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Kirk and Craig,

See attached per our call.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

**ThompsonKnight**

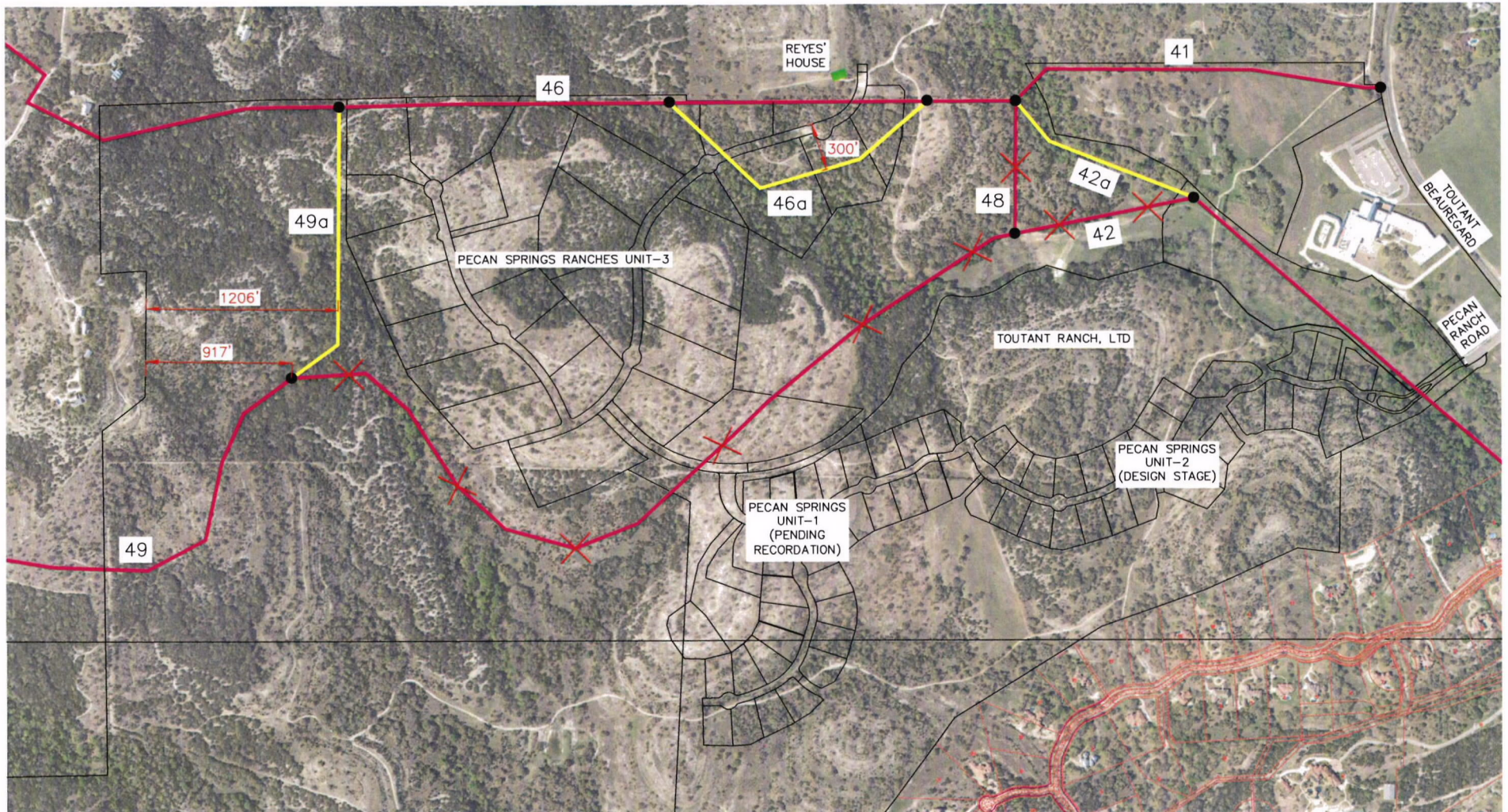
98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

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This message may be confidential and attorney-client privileged. If received in error, please do not read. Instead, reply to me that you have received it in error and delete the message.



**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20  
**Date:** Friday, November 13, 2020 10:13:54 AM  
**Attachments:** [image001.jpg](#)  
[Kirk Rasmussen vcf](#)

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**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Friday, January 3, 2020 2:53 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Cc:** [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Thanks Taylor. Please note that Craig and I moved firms in December. My new contact information is attached. We really appreciated the meeting this morning.

Kirk Rasmussen



**From:** Lynn Needles <[lneedles@enochkever.com](mailto:lneedles@enochkever.com)>  
**Sent:** Friday, January 3, 2020 1:36 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

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**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Friday, January 03, 2020 1:13 PM  
**To:** Otto, Daniel T. <[DTOtto@cpsenergy.com](mailto:DTOtto@cpsenergy.com)>; Kirk Rasmussen <[krasmussen@enochkever.com](mailto:krasmussen@enochkever.com)>; Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>; Craig Bennett <[cbennett@enochkever.com](mailto:cbennett@enochkever.com)>  
**Cc:** Tom Dreiss <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

Gentlemen,

Thank you for meeting with us this morning to discuss segment 42 and our Pecan Springs Development. We have an agreement to purchase land from the Pinson's in order to facilitate segment 42 being relocated to our northern boundary. This relocation along our northern boundary will not affect any new land owners and is shown on the attached exhibit in pink.

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Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss

**Full Name:** Kirk Rasmussen  
**Last Name:** Rasmussen  
**First Name:** Kirk  
**Job Title:** Partner

**Business Address:** 100 Congress Avenue, Suite 1100  
Austin, TX 78701-4042

**Business:** (512) 236-2310  
**Mobile:** (512) 968-4566

**E-mail:** krasmussen@jw.com  
**E-mail Display As:** Kirk Rasmussen (krasmussen@jw.com)


**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20  
**Date:** Friday, November 13, 2020 10:16:57 AM  
**Attachments:** [image002.png](#)  
[image003.jpg](#)  
[Craig R. Bennett.vcf](#)

---

**From:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Sent:** Friday, January 3, 2020 2:58 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>; [tomdreiss@aol.com](mailto:tomdreiss@aol.com)  
**Cc:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

I concur, it was a good meeting.

My new V-card is attached. Have a good weekend.

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100 Congress Avenue Suite 1100 | Austin, TX | 78701  
V: (512) 236-2087 | F: (512) 691-4427 | [cbennett@jw.com](mailto:cbennett@jw.com)  
Jackson Walker L.L.P  


**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
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**Cc:** [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

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**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

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**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Friday, January 03, 2020 1:13 PM  
**To:** Otto, Daniel T. <[DTOtto@cpsenergy.com](mailto:DTOtto@cpsenergy.com)>; Kirk Rasmussen <[krasmussen@enochkever.com](mailto:krasmussen@enochkever.com)>;  
Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>; Craig Bennett <[cbennett@enochkever.com](mailto:cbennett@enochkever.com)>  
**Cc:** Tom Dreiss <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

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Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss

**Full Name:** Craig R. Bennett  
**Last Name:** Bennett  
**First Name:** Craig  
**Job Title:** Senior Counsel  
**Company:** Jackson Walker LLP

**Business:** 512.236.2087

**E-mail:** cbennett@jw.com  
**E-mail Display As:** Craig R. Bennett (cbennett@jw.com)

**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]  
**Date:** Friday, November 13, 2020 10:13:05 AM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)

---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Tuesday, February 18, 2020 2:08 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>; Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Cc:** 'tomdreiss@aol.com' <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>; [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com); [KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

Received thank you.

**Kirk Rasmussen**  
512-968-4566

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Tuesday, February 18, 2020 11:45 AM  
**To:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>; Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** 'tomdreiss@aol.com' <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>; [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com); [KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Gentlemen,

Attached is the signed purchase and option agreement executed by the seller. Please confirm that you have received and that there is no further documentation needed to facilitate the realignment of segment 42 through our tract.

Thank you,

**From:** Taylor Dreiss  
**Sent:** Monday, January 27, 2020 10:46 AM  
**To:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>; [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com); [KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Kirk/Craig,

I wanted to reach out and give you an update on where we stand with the land purchase, everything we talked about at the 1/3/20 meeting is still on track.

- After meeting with the Pinson's last week, we will be purchasing Area "A" (17.9ac) and "B" (14.6ac) and optioning Area "C" (11.6ac). We will have the executed right to purchase documents to you guys next week.

Let us know if you have any questions.

Thanks,

**From:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>

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**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>; [tomdreiss@aol.com](mailto:tomdreiss@aol.com)

**Cc:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>

**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

I concur, it was a good meeting.

My new V-card is attached. Have a good weekend.

**Craig Bennett**

100 Congress Avenue Suite 1100 | Austin, TX | 78701

V: (512) 236-2087 | F: (512) 691-4427 | [cbennett@jw.com](mailto:cbennett@jw.com)

Jackson Walker L.L.P



**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>

**Sent:** Friday, January 3, 2020 2:53 PM

**To:** [tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)

**Cc:** [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>

**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Thanks Taylor. Please note that Craig and I moved firms in December. My new contact information is attached. We really appreciated the meeting this morning.

Kirk Rasmussen



**From:** Lynn Needles <[lneedles@enochkever.com](mailto:lneedles@enochkever.com)>  
**Sent:** Friday, January 3, 2020 1:36 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Friday, January 03, 2020 1:13 PM  
**To:** Otto, Daniel T. <[DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com)>; Kirk Rasmussen <[krasmussen@enochkever.com](mailto:krasmussen@enochkever.com)>; Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>; Craig Bennett <[cbennett@enochkever.com](mailto:cbennett@enochkever.com)>  
**Cc:** Tom Dreiss <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

Gentlemen,

Thank you for meeting with us this morning to discuss segment 42 and our Pecan Springs Development. We have an agreement to purchase land from the Pinson's in order to facilitate segment 42 being relocated to our northern boundary. This relocation along our northern boundary will not affect any new land owners and is shown on the attached exhibit in pink.

Per our discussion this morning, we have agreed to dedicate a portion of the electrical easement along this reroute, shown between the double red arrows on the exhibit. We have also agreed to add an additional segment (shown in orange) connecting segment 41 with the reroute option of 42. We have a verbal agreement with the Pinson's to purchase the land highlighted in black, and the written version of this agreement will be provided to you in the next few weeks.

Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss

**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]  
**Date:** Friday, November 13, 2020 10:12:22 AM

---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Thursday, June 25, 2020 7:38 AM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

Taylor, under our current Covid policies, for you all to visit our offices, I need the names, email addresses, and contact phone numbers for all persons that will attend the meeting from your group.

Thanks!

**Kirk Rasmussen**  
512-968-4566

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Wednesday, June 24, 2020 8:05 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** Re: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***  
Friday will work. Let's do 10am.

Thanks

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---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Wednesday, June 24, 2020 7:45:19 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Subject:** Re: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

In order to set this up, can we push to Friday? I'm good for any time that day.

Kirk

On Jun 24, 2020, at 5:46 PM, Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)> wrote:

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

I think it is best to meet in person, thank you for working us in.

We will meet you at the Jackson Walker offices in San Antonio at 11am.

Please confirm the address below is correct.  
112 E Pecan St #2400

Thanks,  
Taylor

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---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Wednesday, June 24, 2020 5:19:11 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

If it's really important to meet in person, I can arrange to meet you all at the Jackson Walker offices in San Antonio.

**Kirk Rasmussen**  
512-968-4566

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Yes. Can we meet you at 11am tomorrow at the CPS office downtown? We would like to meet in person to discuss.

Thanks,

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**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

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**Kirk Rasmussen**  
512-968-4566

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Tuesday, June 2, 2020 1:20 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

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Kirk,

Attached is an exhibit showing segment 42 and the portion of the easement that we are willing to donate.

Our position remains that we are not in favor of route 41 or 42 due to the detrimental impact to our ongoing developments.

Please call if you have any questions.

Thanks,

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
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Taylor,

Do you have a few minutes that I could call you to discuss this project? If so, please let me know the time and a good number to call. Thanks.

**Kirk Rasmussen**  
512-968-4566

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**Sent:** Tuesday, February 18, 2020 11:45 AM  
**To:** Bennett, Craig <[cbennett@jw.com](mailto:cbennett@jw.com)>; Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Cc:** 'tomdreiss@aol.com' <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>; [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com);  
[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20

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Gentlemen,

Attached is the signed purchase and option agreement executed by the seller. Please confirm that you have received and that there is no further documentation needed to facilitate the realignment of segment 42 through our tract.



Thank you,

**From:** Taylor Dreiss  
**Sent:** Monday, January 27, 2020 10:46 AM  
**To:** Bennett, Craig ; [tomdreiss@aol.com](mailto:tomdreiss@aol.com); Rasmussen, Kirk  
**Cc:** [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com); [KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Kirk/Craig,

I wanted to reach out and give you an update on where we stand with the land purchase, everything we talked about at the 1/3/20 meeting is still on track.

- After meeting with the Pinson's last week, we will be purchasing Area "A" (17.9ac) and "B" (14.6ac) and optioning Area "C" (11.6ac). We will have the executed right to purchase documents to you guys next week.

Let us know if you have any questions.

Thanks,

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**Cc:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

I concur, it was a good meeting.

My new V-card is attached. Have a good weekend.

**Craig Bennett**

100 Congress Avenue Suite 1100 | Austin, TX | 78701  
V: (512) 236-2087 | F: (512) 691-4427 | [cbennett@jw.com](mailto:cbennett@jw.com)  
<[image001.png](#)>

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
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**To:** [tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)  
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**Subject:** RE: Pecan Springs Development - Meeting 1/3/20

Thanks Taylor. Please note that Craig and I moved firms in December. My new contact

information is attached. We really appreciated the meeting this morning.

<image002.jpg>

**From:** Lynn Needles <[lneedles@enochkever.com](mailto:lneedles@enochkever.com)>  
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**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
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**Sent:** Friday, January 03, 2020 1:13 PM  
**To:** Otto, Daniel T. <[DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com)>; Kirk Rasmussen <[krasmussen@enochkever.com](mailto:krasmussen@enochkever.com)>; Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>; Craig Bennett <[cbennett@enochkever.com](mailto:cbennett@enochkever.com)>  
**Cc:** Tom Dreiss <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

Gentlemen,

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Per our discussion this morning, we have agreed to dedicate a portion of the electrical easement along this reroute, shown between the double red arrows on the exhibit. We have also agreed to add an additional segment (shown in orange) connecting segment 41 with the reroute option of 42. We have a verbal agreement with the Pinson's to purchase the land highlighted in black, and the written version of this agreement will be provided to you in the next few weeks.

Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss

**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]  
**Date:** Friday, November 13, 2020 10:10:46 AM

---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Thursday, June 25, 2020 12:51 PM  
**To:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Cc:** Giles, Kipling D. <[KDGiles@CPSEnergy.com](mailto:KDGiles@CPSEnergy.com)>  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

The address for the Jackson Walker office in San Antonio is:

112 E. Pecan St. Suite 2400  
San Antonio, TX 78205

When you arrive, please check in with the security desk. We will not be in the JW offices, but one of the building conference rooms. Masks are required in all common areas within the building. I may need to let you into the building. Please call my cell phone if you are unable to get through the door.

**Kirk Rasmussen**  
512-968-4566

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Thursday, June 25, 2020 12:47 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Subject:** Re: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Kirk,

Could you let me know the address of the JW offices downtown?

Thanks

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---

**From:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
**Sent:** Thursday, June 25, 2020 7:38 AM  
**To:** Taylor Dreiss  
**Subject:** RE: Pecan Springs Development - Meeting 1/3/20 [IMAN-JWDOCS.FID4061346]

Taylor, under our current Covid policies, for you all to visit our offices, I need the names, email

addresses, and contact phone numbers for all persons that will attend the meeting from your group.

Thanks!

**Kirk Rasmussen**

512-968-4566

**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>

**Sent:** Wednesday, June 24, 2020 8:05 PM

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Friday will work. Let's do 10am.

Thanks

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---

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We will meet you at the Jackson Walker offices in San Antonio at 11am.

Please confirm the address below is correct.

112 E Pecan St #2400

Thanks,

Taylor

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---

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**From:** Taylor Dreiss <[tdreiss@dreicomgmt.com](mailto:tdreiss@dreicomgmt.com)>  
**Sent:** Tuesday, June 2, 2020 1:20 PM  
**To:** Rasmussen, Kirk <[krasmussen@jw.com](mailto:krasmussen@jw.com)>  
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**Cc:** 'tomdreiss@aol.com' <[tomdreiss@aol.com](mailto:tomdreiss@aol.com)>; [DTotto@cpsenergy.com](mailto:DTotto@cpsenergy.com);  
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100 Congress Avenue Suite 1100 | Austin, TX | 78701  
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<image001.png>

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**From:** [McMillin, Michael](#)  
**To:** [Kirk Rasmussen](#)  
**Cc:** [tomdreiss@aol.com](mailto:tomdreiss@aol.com); [Taylor Dreiss](#); [Coleman, Kate](#)  
**Subject:** CPS CCN (51023): Draft Term Sheet for Route Modification Agreement  
**Date:** Friday, November 6, 2020 5:06:08 PM  
**Attachments:** [CPS Scenic Loop CCN \(51023\) DRAFT Term Sheet \(24218102\) \(3\).DOCX](#)

---

Kirk,

Thanks again for a productive meeting yesterday. I have attached a draft term sheet for your review and comment. As noted in-line, we will attempt to have a draft Exhibit A by Monday. Also, there is one term that we cannot finalize without first getting CPS's assumed ROW acquisition cost, but I think we can get the ball rolling and substitute that in later.

If you have any questions, please do not hesitate to give me a call.

Best,

**Michael McMillin | Thompson & Knight LLP**

Associate

**Thompson Knight**

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701

512.404.6708 (direct) | 956.244.1134 (cell) | [michael.mcmillin@tklaw.com](mailto:michael.mcmillin@tklaw.com)

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DRAFT: 11/6/20

**Proposed Term Sheet:** CPS Scenic Loop CCN, Docket No. 51023

Parties:

- CPS Energy (“CPS”)
- Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co. (collectively, “Developers”)

Background:

- Developers are in the process of developing residential communities in the northwestern portion of the study area, including along proposed Segments 42, 46, 48, and 49. The presence of multiple potential transmission line paths across Developers’ property has severely impacted Developers’ business such that Developers believe they need relief before litigation will conclude in Docket No. 51023.
- Developers have asked CPS to amend its Application to eliminate one of the four potential transmission line paths that impact Developers’ properties. In exchange, Developers are willing to accept the transmission line on their properties, donate additional ROW as necessary to minimize the impact of their requested modifications, and compromise on the proposed condemnation value of any ROW that is not donated pursuant to this or a prior agreement. The proposed modifications will only impact properties that Developers own.

Terms:

- 1) **Prior Agreements:** Developers will honor all prior agreements with CPS, independently of the terms of this agreement.
- 2) **Amendment to Application:** CPS will amend its Application in Docket No. 51023 to incorporate the modifications depicted on Exhibit A.
  - a) **It is the parties’ intention that the changes shown on Exhibit A will only directly impact land owned by one of the Developers. All ROW for new segments or modifications will fall on land owned by one of the Developers, and the centerline of the new segments or modifications will not pass within 300 feet of any habitable structure.**
  - b) The modifications depicted on Exhibit A are as follows:
    - i) **Segment 49a:** CPS will create a new segment (“Segment 49a”) to connect Segment 46 to Segment 49. Segment 49a will originate at the northeastern corner of Developers’ Tract B-004, and all associated ROW for Segment 49a will be contained within Tract B-004. Segment 49a will head south from Segment 46 to Segment 49, and will include a single angle at the southern end to match the existing curve of Segment 49 as Segment 49 heads to the west.<sup>1</sup>

**Commented [MM1]:** Kirk We will provide a draft of Exhibit A on Monday 11/9. For now, please reference the map that we drew on during the 11/5 meeting.

<sup>1</sup> At its closest point, the centerline of Segment 49a will be approximately DISTANCE from the western boundary of Tract B-004.

DRAFT: 11/6/20

- ii) **Partial Removal of Segment 49:** CPS will remove the portion of Segment 49 that is to the east the interconnection with new Segment 49a. The western portion of Segment 49 will remain as proposed.
  - iii) **Modification to Segment 46:** CPS will incorporate two angles into Segment 46 to shift it to the south onto Developers' Tracts B-005 and B-007 such that the centerline of modified Segment 46 will stay at least 300 feet from the boundary of Tract B-013 (the "Reyes Tract") and well over 300 feet from Habitable Structure 15 (the "Reyes Home").
  - iv) **Creation of Segment 42a:**
    - (1) CPS will create a new segment to connect the existing node of Segments 41, 46, and 48 directly to existing Segment 42 on Tract B-041. This new segment will travel as straight as possible while retaining all ROW on Developers' property and staying at least 300 feet from any habitable structure. The entire modified Segment 42 will be referred to as Segment 42a.
    - (2) CPS agrees that, consistent with the Commission's final order, it will adopt minor deviations to Segment 42a so that segment will follow the northeastern boundary of Tract B-041 and cross the extreme northeastern tip of Tract B-043 at the termination of Pecan Ranch Road, such that all ROW remains on Developers' property and the centerline stays at least 300 feet from any habitable structure
  - v) **Elimination of Segment 48:** CPS will remove Segment 48, which would be unnecessary following the addition of Segment 42a and the partial removal of Segment 49.
- 3) **Agreement to Support Routing Options:** Developers<sup>2</sup> agree to support the Commission routing the line down either Segment 46 Modified (full length) or Segments 46 Modified (partial)-49a-49 (western portion), but do not commit to a position regarding the remainder of the route to the south or east of the eastern node of Segment 46. Developers reserve their right to argue that the Commission should reach Segment 46 Modified by following a path that includes Segment 41.
- 4) **No Net Cost Increase:** Developers agree to donate additional ROW as necessary to offset any net cost increase that results from Developers' requested modifications. The parties agree that the "net cost increase" will be calculated as follows:
- a) If the Commission uses Segment 42a-46 Modified (full length):
    - i) The cost of Segment 42a minus the cost of proposed Segments 42 and 48; plus
    - ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
  - b) If the Commission uses Segments 42a-46 Modified (partial)-49a-49:
    - i) The cost of Segment 42a minus the cost of proposed Segment 42; plus

---

<sup>2</sup> As well as all other legal entities owned or controlled by Developers.

DRAFT: 11/6/20

- ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46;<sup>3</sup> plus
- iii) The cost of Segment 49a and the portion of Segment 49 to the west of the interconnection with Segment 49, minus the cost of proposed Segment 49.
- c) If the Commission uses Segment 41-46 Modified (full length):
  - i) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
- 5) **Maintain Existing Cost Differentials:** Developers agree to donate additional ROW as necessary to maintain the existing cost differential between routes that use Segment 46 and Segment 49.<sup>4</sup> There are two possible scenarios:
  - a) **Scenario 1:** The Commission selects a route that uses a variation of Segment 42.
    - i) In the current Application, starting at the node of Segment 36 and Segment 42, using Segments 42-48-46 costs \$57,133 less than using Segments 42-49.<sup>5</sup>
    - ii) If the Commission selects a route that uses a variation of Segment 42, Developers commit to donating additional ROW as necessary to make the estimated cost of using Segments 42a-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 42a-46 Modified (partial)-49a-49.
  - b) **Scenario 2:** The Commission selects a route that uses Segment 41.
    - i) If the Commission selects a route that uses Segment 41, Developers commit to donate additional ROW as necessary to make the estimated cost of using Segments 41-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 41-46 Modified (partial length)-49a-49.
- 6) **ROW Acquisition:** If the Commission selects a route that uses any of the modified segments shown on Attachment A, Developers agree to provide all necessary ROW across Developers' property that has not been donated pursuant to this (or an earlier) agreement to CPS without resorting to a contested condemnation process. Developers will agree to provide all necessary, non-donated ROW across Developers' property to CPS at the estimated cost of ROW and Land Acquisition that CPS used to develop its Application,<sup>6</sup> with one limited exception. A portion of Segment 46 Modified crosses Developers' Pecan Springs Ranch, Unit 3 development on Tract B-005, where Developers have already invested significant capital to create valuable home sites. Developers agree to provide all necessary ROW across Pecan Springs Ranch, Unit 3 at a cost of \$LUMP SUM TO BE DEVELOPED.

**Commented [MM2]:** Kirk: Once we receive CPS's estimated cost of ROW and Land Acquisition, we will attempt to come up with a reasonable offer to insert here

<sup>3</sup> This captures the cost of avoiding the Reyes Tract on 46 Modified (partial).

<sup>4</sup> The magnitude of any associated ROW donation will be determined after CPS develops cost estimates for the new and modified segments described in this agreement

<sup>5</sup> This is the difference between CPS's cost estimates for proposed Route Z (Sub 7-54-20-36-42-48-46) and Proposed Route AA (Sub 7-54-20-36-42-49) See Application Attachment 3

<sup>6</sup> The total cost of all non-donated ROW will be determined by multiplying CPS's per-mile cost of ROW and Land Acquisition by the number of miles of non-donated ROW. If CPS's estimated cost of ROW and Land Acquisition differs by segment, this calculation will be performed on a segment by segment basis

**From:** [McMillin, Michael](#)  
**To:** [Rasmussen, Kirk](#); [Bennett, Craig](#)  
**Subject:** CPS CCN (51023): Final/Signed Agreement  
**Date:** Monday, November 23, 2020 12:35:00 PM  
**Attachments:** [D\\_51023 Signed Agreement.pdf](#)  
[D\\_51023 Updated Attachment.pdf](#)

---

Kirk and Craig,

I have attached a final version of our agreement with CPS. We accepted all your redlines. The only change from your version was to clarify that Section 9 on minor modifications would apply to "Segment 42/42a".

I have also included an updated attachment that adds a bit more information about the planned subdivisions. There were no changes to the substance of the modifications.

This version has been signed by Taylor Dreiss. If it looks ok to you, please have someone at CPS sign and return so I can attach this to our filing tomorrow.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

**ThompsonKnight**

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**Agreement Regarding Agreed Route Modifications and Amendment to Application**  
CPS Scenic Loop CCN, Docket No. 51023

Parties:

- CPS Energy
- Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co. (collectively, “Developers”)

Background:

- Developers are in the process of developing residential communities in the northwestern portion of the study area, including along proposed Segments 42, 46, 48, and 49. The presence of multiple potential transmission line paths across Developers’ property has severely impacted Developers’ business such that Developers believe they need relief before litigation will conclude in Docket No. 51023.
- Developers have asked CPS Energy to amend its Application to eliminate one of the four potential transmission line paths that impact Developers’ properties. In exchange, Developers are willing to accept the transmission line on their properties, donate additional ROW as necessary to minimize the impact of their requested modifications, and compromise on the proposed condemnation value of any ROW that is not donated pursuant to this or a prior agreement. The proposed modifications will only impact properties that Developers own or control through various development agreements.

Terms:

- 1) **Prior Agreements:** Developers will honor all prior agreements with CPS Energy, independently of the terms of this agreement, specifically with respect to Developers agreement to donate approximately 2,059 feet of ROW on Segment 42 in the location previously agreed upon.
- 2) **Route Adequacy Proposal:** Developers will present a route adequacy proposal on November 24, 2020 requesting CPS Energy be ordered to amend its application in the manner shown on Exhibit A.
  - a) **It is the parties’ intention that the changes shown on Exhibit A will only directly impact land owned by one of the Developers. All ROW for new segments or modifications will fall on land owned by one of the Developers, and the centerline of the new segments or modifications will not pass within 300 feet of any habitable structure.**
  - b) The modifications depicted on Exhibit A are as follows:
    - i) **Segment 49a:** Segment 49a will connect Segment 46 to Segment 49. Segment 49a will originate at the northeastern corner of Developers’ Tract B-004, and all associated ROW for Segment 49a will be contained within Tract B-004. Segment 49a will head south from Segment 46 to Segment 49, and will include a single angle

at the southern end to match the existing curve of Segment 49 as Segment 49 heads to the west.<sup>1</sup>

- ii) **Partial Removal of Segment 49:** Segment 49 to the east the interconnection with new Segment 49a will be removed. The western portion of Segment 49 will remain as proposed.
  - iii) **Modification to Segment 46:** Two angles will be incorporated into Segment 46 to shift it to the south onto Developers' Tracts B-005 and B-007 such that the centerline of modified Segment 46 will stay at least 300 feet from the boundary of Tract B-013 (the "Reyes Tract") and well over 300 feet from Habitable Structure 15 (the "Reyes Home").
  - iv) **Creation of Segment 42a:** A new Segment 42a will be created to connect the existing node of Segments 41, 46, and 48 directly to existing Segment 42 on Tract B-041 before Segment 42 turns from the northwest to the west. This new segment will travel as straight as possible while retaining all ROW on Developers' property and staying at least 300 feet from any habitable structure.
  - v) **Elimination of Segment 48:** Segment 48, which would be unnecessary following the addition of Segment 42a and the partial removal of Segment 49 will be removed.
- 3) **CPS Energy Agreement to Route Adequacy Proposal:** CPS Energy will file a pleading following the filing of Developers' route adequacy proposal acknowledging the proposal and expressing support and agreement with the changes proposed. CPS Energy agrees, following issuance of an order from the ALJs requiring the proposed adjustments, to amend its Application in Docket No. 51023 to incorporate the modifications depicted on Exhibit A.
- 4) **Staff Non-Opposition:** CPS Energy's agreement to file in support of the Developers' route adequacy proposal is contingent on Staff expressing support for the proposal, or at a minimum agreeing not to oppose the proposal.
- 5) **Agreement to Support Routing Options:** Developers<sup>2</sup> agree to support the Commission routing the line down either Segment 46 Modified (full length) or Segments 46 Modified (partial)-49a-49 (western portion), but do not commit to a position regarding the remainder of the route to the south or east of the eastern node of Segment 46. Developers reserve their right to argue that the Commission should reach Segment 46 Modified by following a path that includes Segment 41.
- 6) **No Net Cost Increase:** Developers agree to donate additional ROW as necessary to offset any net cost increase that results from Developers' requested modifications. The parties agree that the "net cost increase" will be calculated as follows:
- a) If the Commission uses Segment 42a-46 Modified (full length):
    - i) The cost of Segment 42a minus the cost of proposed Segments 42 and 48; plus

---

<sup>1</sup> At its closest point, the centerline of Segment 49a will be approximately 917 feet from the western boundary of Tract B-004.

<sup>2</sup> As well as all other legal entities owned or controlled by Developers.

- ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
  - b) If the Commission uses Segments 42a-46 Modified (partial)-49a-49:
    - i) The cost of Segment 42a minus the cost of proposed Segment 42; plus
    - ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46;<sup>3</sup> plus
    - iii) The cost of Segment 49a and the portion of Segment 49 to the west of the interconnection with Segment 49, minus the cost of proposed Segment 49.
  - c) If the Commission uses Segment 41-46 Modified (full length):
    - i) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
- 7) **Maintain Existing Cost Differentials:** Developers agree to donate additional ROW as necessary to maintain the existing cost differential between routes that use Segment 46 and Segment 49.<sup>4</sup> There are two possible scenarios:
- a) **Scenario 1:** The Commission selects a route that uses a variation of Segment 42.
    - i) In the current Application, starting at the node of Segment 36 and Segment 42, using Segments 42-48-46 costs \$57,133 less than using Segments 42-49.<sup>5</sup>
    - ii) If the Commission selects a route that uses a variation of Segment 42, Developers commit to donating additional ROW as necessary to make the estimated cost of using Segments 42a-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 42a-46 Modified (partial)-49a-49.
  - b) **Scenario 2:** The Commission selects a route that uses Segment 41.
    - i) If the Commission selects a route that uses Segment 41, Developers commit to donate additional ROW as necessary to make the estimated cost of using Segments 41-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 41-46 Modified (partial length)-49a-49.
- 8) **ROW Acquisition:** If the Commission selects a route that uses any of the modified segments shown on Attachment A, Developers agree to provide all necessary ROW across Developers' property that has not been donated pursuant to this (or an earlier) agreement to CPS Energy without resorting to a contested condemnation process. Developers will agree to provide all necessary, non-donated ROW across Developers' property to CPS Energy at the lower value of (1) \$0.40 per square foot, which is a 20% discount off of CPS Energy's assumed cost of ROW along the segments that impact Developers' property; or (2) the value of the ROW along the segments that impact Developers' property pursuant to an independent appraisal for the property right by an one or more appraisers agreed to by

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<sup>3</sup> This captures the cost of avoiding the Reyes Tract on 46 Modified (partial).

<sup>4</sup> The magnitude of any associated ROW donation will be determined after CPS develops cost estimates for the new and modified segments described in this agreement.

<sup>5</sup> This is the difference between CPS's cost estimates for proposed Route Z (Sub 7-54-20-36-42-48-46) and Proposed Route AA (Sub 7-54-20-36-42-49). See Application Attachment 3.



the parties. Additionally, Developers will not seek any recovery for damages to the remainder value of any tracts that are impacted by the transmission line, including where Segment 46 Modified crosses Developers' Pecan Springs Ranch, Unit 3 development on Tract B-005.

- 9) CPS agrees that, consistent with the Commission's final order, if a route is approved by the Commission that includes Segment 42a, CPS Energy will work with Developers to make minor route deviations to Segment 42/42a as appropriate to minimize impacts to Developers' activities in the area.

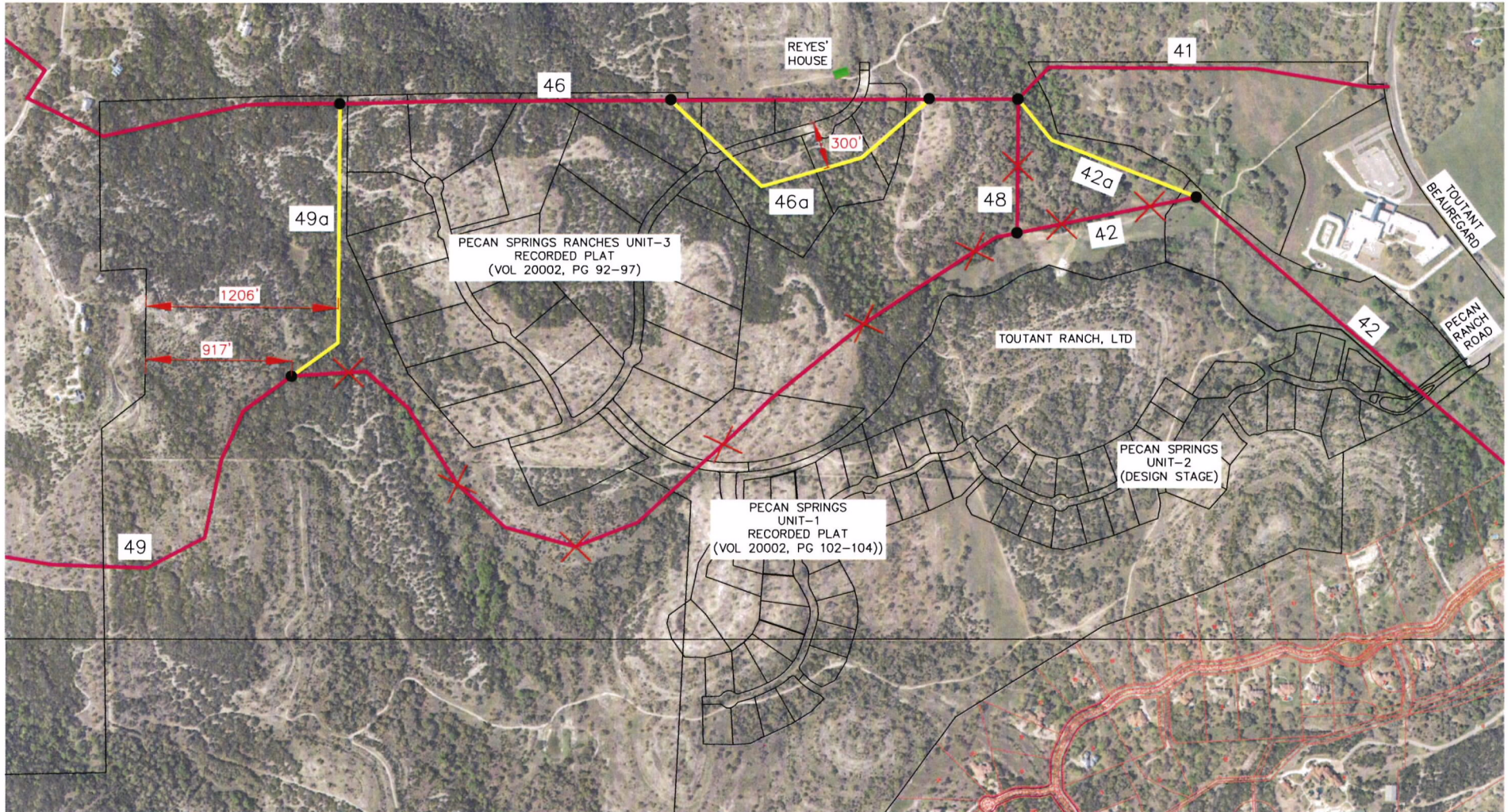
**Signed this 23<sup>rd</sup> day of November, 2020.**

 (Sign)

Taylor Dress (Print)  
For Developers

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)  
For CPS Energy



**From:** [McMillin, Michael](#)  
**To:** [Kirk Rasmussen](#)  
**Subject:** CPS CCN Information  
**Date:** Friday, November 6, 2020 6:58:09 AM

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Kirk,

Thanks again for taking the time to meet with us yesterday, especially so close to your testimony deadline. There are two things that would really help me draft a term sheet: Can I get a copy of the PDF you had up on the screen? Also, is there any way to get CPS's estimated ROW acquisition costs (on a per-acre or per-mile basis, if possible) for Segments 42, 46, 48, and 49?

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

**ThompsonKnight**

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**From:** [McMillin, Michael](#)  
**To:** [Rasmussen, Kirk](#)  
**Cc:** [Coleman, Katie](#)  
**Subject:** CPS Scenic Loop: Response to Modification Proposal and Request for Call  
**Date:** Monday, October 12, 2020 4:27:17 PM  
**Attachments:** [Dreiss Modification Proposal.pdf](#)

---

Kirk,

I just got off a call with Tom and Taylor Dreiss about the modification proposal you sent us last week. CPS's proposed change didn't match up with what we were expecting, and we think it would be helpful to do another round of revisions in advance of a meeting. That way we can hopefully resolve all the necessary issues, including some lingering changes that we believe were discussed in the meeting you/CPS had with the Dreisses back in July.

**Please call me at your earliest convenience to discuss this proposal.** As you know, under your proposed procedural schedule, our testimony would be due in two months. We need to determine if an agreement will be possible in relatively short order so that we can make litigation decisions around hiring experts, etc.

The attached document includes hand-drawn modification proposals labeled 1 through 4:

Modification 1: Please see the **dotted** line labeled "1" on the attached map (ignore the highlighting). The solid line nearby represents the Dreisses' property boundary. We believe that placing the ROW along the dotted line and entirely within the Dreiss property would keep it at least 300 feet away from any habitable structure. We don't understand why CPS's proposal (the green line) is so far inside the Dreisses' property boundary.

Modification 2: To avoid the Reyes home, the Dreisses believe they can accept a modification similar to the one marked "2" on the attached map. We view this as a significant concession because it would require the Dreisses to eliminate two home sites that are already under contract, at a total cost of approximately \$350k.

Modification 3: We believe this modification reflects the discussions you/CPS had with the Dreisses in July surrounding their donation of the flood plain ROW behind the school.

-

Modification 4: We believe this modification reflects the discussions you/CPS had with the Dreisses in July surrounding their donation of the flood plain ROW behind the school. The line would hug the southwestern boundary of the school property, with all ROW on the Dreisses' land. We believe that this configuration would keep the line more than 300 feet from any school building.

Let's talk soon.

Best,

**Michael McMillin | Thompson & Knight LLP**  
Associate

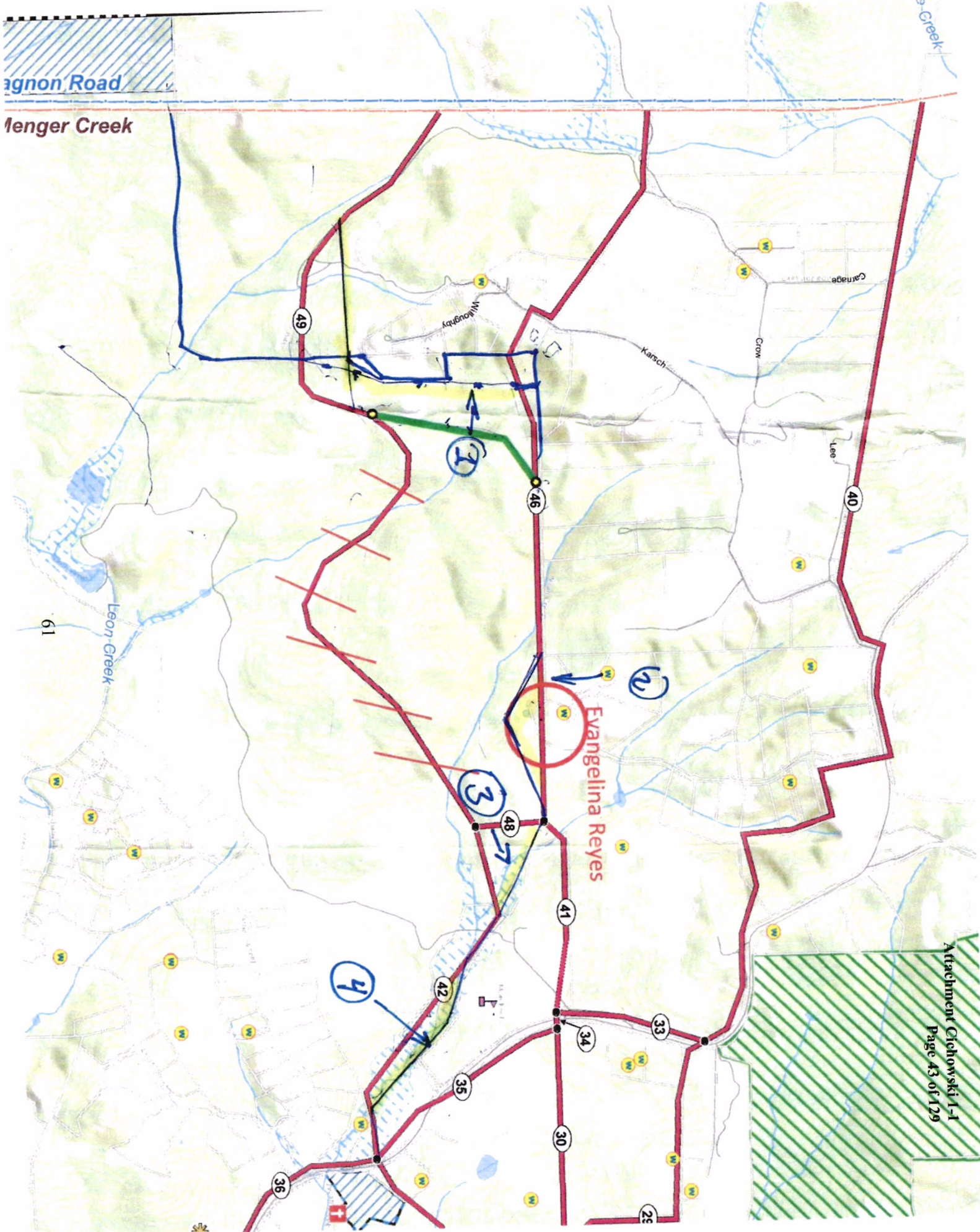
**ThompsonKnight**

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**From:** [McMillin, Michael](#)  
**To:** [Rasmussen, Kirk](#)  
**Subject:** D. 51023 Statement on Route Adequacy and Request for Approval of Proposed Agreed Amendment to Application.DOCX  
**Date:** Tuesday, November 24, 2020 12:08:03 PM  
**Attachments:** [D. 51023 Statement on Route Adequacy and Request for Approval of Proposed Agreed Amendment to Application \(24283037\) \(3\).DOCX](#)

---

Kirk,

Here is the filing we intend to submit later this afternoon.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

**ThompsonKnight**

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SOAH DOCKET NO. 473-21-0247  
PUC DOCKET NO. 51023

APPLICATION OF THE CITY OF	§	
SAN ANTONIO, ACTING BY AND	§	BEFORE THE STATE OFFICE
THROUGH THE CITY PUBLIC	§	
SERVICE BOARD (CPS ENERGY)	§	OF
TO AMEND ITS CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY	§	ADMINISTRATIVE HEARINGS
FOR THE PROPOSED SCENIC	§	
LOOP 138-KV TRANSMISSION LINE	§	

**TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP,  
AND CRIGHTON DEVELOPMENT CO.'S STATEMENT ON ROUTE ADEQUACY  
AND REQUEST FOR APPROVAL OF PROPOSED AGREED AMENDMENTS TO  
CPS ENERGY'S APPLICATION**

**I. INTRODUCTION**

Toutant Ranch, Ltd., Pinson Interests Ltd. LLP, and Crighton Development Co.<sup>1</sup> (collectively “Developers”) are in the business of developing large tracts of unimproved ranchland into residential communities in the northwestern end of the study area. Developers’ properties are extensive,<sup>2</sup> and taken together, they form a contiguous whole that (along with completed developments Pecan Springs Ranch and Anaqua Springs) was once a single large ranch.<sup>3</sup> Figure 1 shows Developers’ directly impacted properties outlined in yellow:

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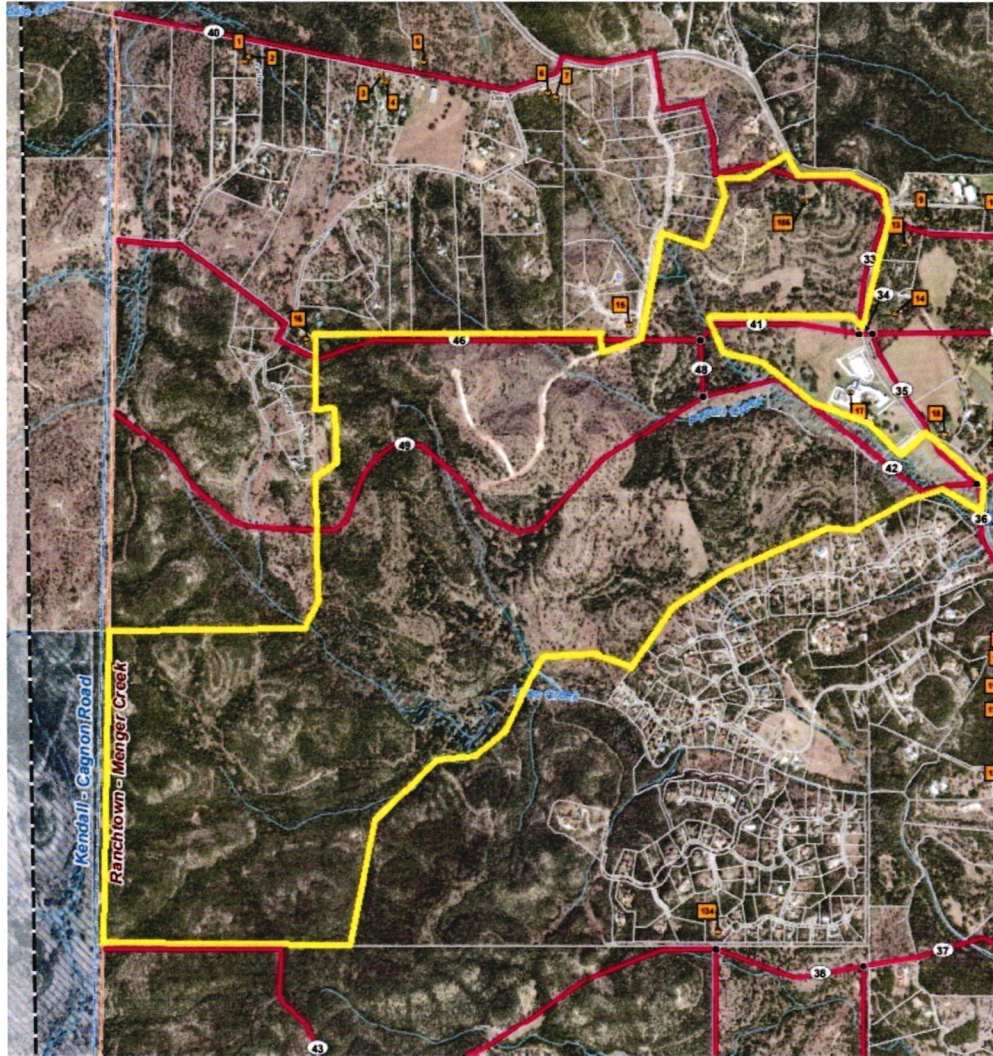
<sup>1</sup> Pinson Interests Ltd. LLP and Crighton Development Co. have intervened pursuant to a pending Supplemental Motion to Intervene that was filed on November 9, 2020 (Interchange #377). No party objected to that motion.

<sup>2</sup> Developers own the following tracts: A-086, A-158, A-164, A-166, B-004, B-005, B-007, B-009, B-011, B-041, B-043, F-029, and G-001.

<sup>3</sup> Developers’ co-intervenor, ASR Parks, LLC, owns and maintains several tracts of greenbelt space in and around the Anaqua Springs subdivision.



**Figure 1: Outline of Developers' Directly Impacted Properties<sup>4</sup>**



Developers believe that CPS Energy's proposed routing options across the center of Developers' properties along Segments 42, 48, 46, and 49 are inadequate and unnecessarily interfere with Developers' business. Over the past few months, Developers have worked with CPS Energy to come up with new, *agreed* routing options that *only impact Developers' property*, as described in an agreement between Developers and CPS Energy that is attached to this filing as Exhibit 1. These agreed routing options will mitigate the impact of this project on Developers' business and allow them to accept a significant portion of the proposed transmission line on their

---

<sup>4</sup> Map Excerpt from CPS Energy's Application Attachment 1 (Environmental Assessment) at Figure 4-1.

land. The purpose of this filing is to solicit other parties' comments on these agreed routing options and request that the administrative law judges (ALJs) order CPS Energy to amend its Application to include them.

CPS Energy should be required to amend its Application to incorporate these agreed routing options because the uncertainty created by the current proposed transmission line paths across Developers' properties is severely impacting Developers' business.<sup>5</sup> Before CPS Energy announced this transmission project, Developers had already invested significant capital to design, plan, and lay infrastructure for three new developments—Pecan Springs Ranches Unit 3, which is sandwiched between proposed segments 46 and 49 and already visible on the map above, and Pecan Springs Units 1 and 2, which are located between Segment 49 and the existing Anaqua Springs community to the southeast.<sup>6</sup> Uncertainty related to where this transmission project will be located is preventing Developers from selling completed home sites, and holding many millions of dollars of un-sellable inventory is stressing Developers' finances and impacting their ability to continue building out their planned subdivisions.<sup>7</sup> Unless the Commission orders CPS Energy to amend the routing options across Developers' properties, this transmission line project will continue to impede Developers' business until this case concludes, which will be next summer at the earliest.

Developers' proposed amendments to CPS Energy's routing options are shown below in Figure 2. Counsel for Developers is authorized to represent that CPS Energy supports these proposed changes and Commission Staff is unopposed.

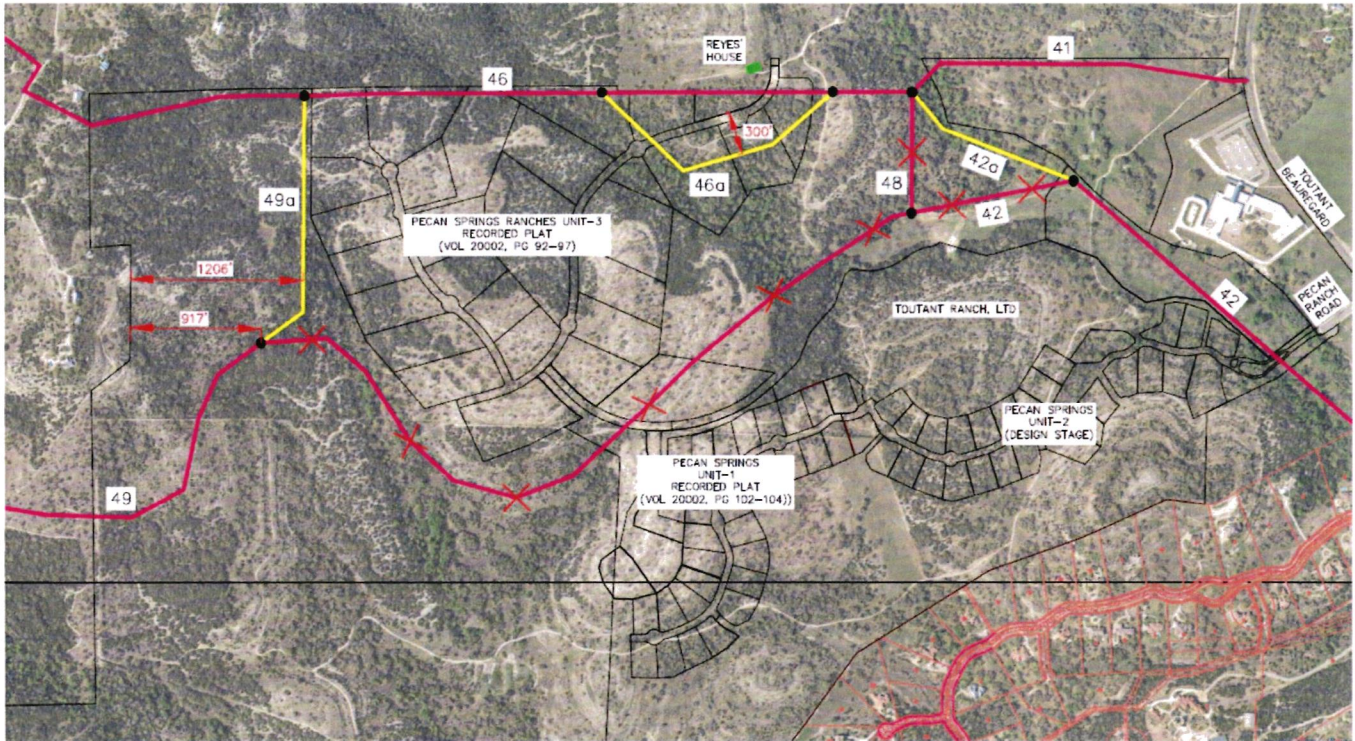
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<sup>5</sup> See Exhibit 2 (Affidavit of Taylor Dreiss).

<sup>6</sup> Figure 2 below shows the locations of these developments.

<sup>7</sup> See Exhibit 2 (Affidavit of Taylor Dreiss).

**Figure 2: Agreed Changes to CPS Energy's Proposed Routing Options<sup>8</sup>**



As shown in Figure 2, Developers have agreed to add Segments 42a, 46a, and 49a to create new, adequately differentiated routing options across their properties. The rationale for each of Developers' proposed additions is discussed in detail below, but in general, these new routing options are designed to minimize unnecessary encroachment on Developers' tracts, avoid directly impacting an existing home, and keep the proposed segments far from established communities. Additionally, the agreed routing options would render proposed Segment 48 and portions of proposed Segments 42 and 49 unnecessary, so those segments should be removed as shown above. Removing those unnecessary paths across Developers' property will eliminate some of the uncertainty surrounding this transmission line project and provide Developers with a viable path forward for their subdivision projects while this case is being litigated. Importantly, *these changes will not impact the total number of routes available for the Commission to select,*<sup>9</sup> and CPS

<sup>8</sup> See Exhibit 1 (Agreement Between Developers and CPS Energy) at 5 (Map).

<sup>9</sup> Instead, any route that would have followed Segment 46 would use Segment 46a, and any route that would have followed Segments 42-49 would use Segments 42a-46a-49a.

Energy's amended Application will continue to present reasonably differentiated paths across Developers' property.

Incorporating these proposed amendments into CPS Energy's Application is in the public interest and will not negatively impact other parties to this case. Critically, ***Developers are the only landowners who would be directly impacted by these new routing options***, and the proposed changes are far enough from any other landowner that CPS Energy will not be required to issue additional notice.<sup>10</sup> Further, ***Developers will donate sufficient right-of-way (ROW)***<sup>11</sup> ***to offset any incremental costs associated with the new routing options***,<sup>12</sup> and will ensure that the existing cost differential between routes that use Segment 46 and those that use Segment 49 remains the same, so as to not prejudice any other party's arguments in this proceeding.<sup>13</sup> Finally, if the ALJs order CPS Energy to amend its Application as described in Exhibit 1, ***Developers would be willing to accept a large portion of this transmission line on their properties***,<sup>14</sup> ***and would provide any necessary right-of-way (ROW) across their properties to CPS Energy at a significant discount***.<sup>15</sup>

Developers are submitting this filing to give other parties an opportunity to comment on these proposed changes within the context of the existing procedural schedule, and to allow the ALJs to review and approve these agreed changes to CPS Energy's Application well in advance of testimony deadlines. To that end, Developers request that other parties be required to submit any comments on this filing when responses to route adequacy comments are due on Thursday,

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<sup>10</sup> All ROW would be on Developers' property and none of the proposed new segments pass within 300 feet of a habitable structure (or even the boundary line of a tract that contains a habitable structure). Accordingly, CPS Energy would not be required to issue additional notice under PUC Proc. R. § 22.52(a)(3).

<sup>11</sup> In addition to the ROW that Developers have already agreed to donate along Segment 42, as discussed in CPS Energy's Application.

<sup>12</sup> Developers have agreed to donate additional ROW as necessary to accomplish this goal. *See* Exhibit 1 (Agreement Between Developers and CPS Energy) at 2-3.

<sup>13</sup> *Id.* at 3.

<sup>14</sup> Under the terms of Developers' agreement with CPS Energy, if the Application is amended as shown above in Figure 2, Developers will support the placement of a transmission line along either available path from the node of Segments 41, 42a, and 46a to the west. In other words, Developers would support the transmission line crossing their properties along either Segment 46a or Segments 46a-49a-49. *Id.* at 2.

<sup>15</sup> Developers have agreed that if the Commission ultimately selects a route that involves these new routing options, Developers will provide all necessary ROW across their properties that it does not donate pursuant to this or a prior agreement at 80% of CPS Energy's assumed ROW cost or the appraised value of that ROW, whichever is lower. *Id.* at 3-4.

December 3<sup>rd</sup>.<sup>16</sup> Additionally, if necessary, Developers would be willing to present a witness for live direct and cross examination during a route adequacy hearing on December 10<sup>th</sup>. After that date, Developers request that the ALJs issue an order requiring CPS Energy to amend its Application, consistent with the agreement attached to this pleading as Exhibit 1.

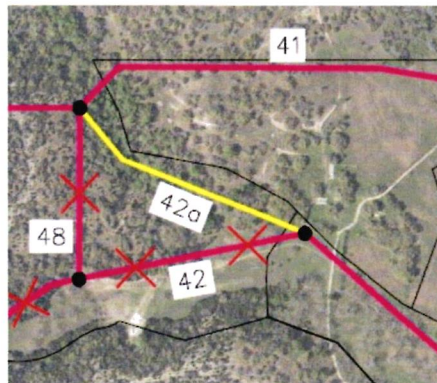
## II. ARGUMENT AND AUTHORITIES

### A. The ALJs should order CPS Energy to amend its Application to reflect its agreement with Developers.

#### i. *Developers' agreed routing options are reasonable and should be incorporated into CPS Energy's Application.*

Developers' agreement with CPS Energy contemplates the addition of three new route segments to create adequate paths across Developers' property: Segments 42a, 46a, and 49a. As shown below, these new segments are located *entirely on Developers' property* and would not pass within 300 feet of any habitable structure.<sup>17</sup> As described below, these agreed segments are reasonable and in the public interest, so the ALJs should order CPS Energy to amend its Application to incorporate them.

**Figure 3: Proposed Segment 42a**



<sup>16</sup> Alternatively, parties should be required to submit responsive comments on Friday, December 4<sup>th</sup> to match the Commission's standard five working-day deadline for responsive pleadings. *See* PUC Proc. R. § 22.78(a) ("Unless otherwise specified by statute, by this chapter, or by order of the presiding officer, a responsive pleading, if made, shall be filed by a party within five working days after receipt of the pleading to which the response is made.").

<sup>17</sup> Accordingly, CPS Energy would not be required to issue additional notice for these proposed changes under PUC Proc. R. § 22.52(a)(3).

Segment 42a would connect the existing path of Segment 42 directly to the node of proposed Segments 42, 46, and 48. This change is reasonable because it provides a more direct path than using the end of proposed Segment 42 and Segment 48, decreases the length of any route that uses Segment 42, and eliminates two heavy turning structures at the ends of proposed Segment 48. It also avoids unnecessarily isolating a corner of Developers' Tract A-086. As with all of Developers' proposed changes, all of the ROW for Segment 42a would be on Developers' property, and the line would not pass within 300 feet of any habitable structure.

**Figure 4: Proposed Segment 46a**



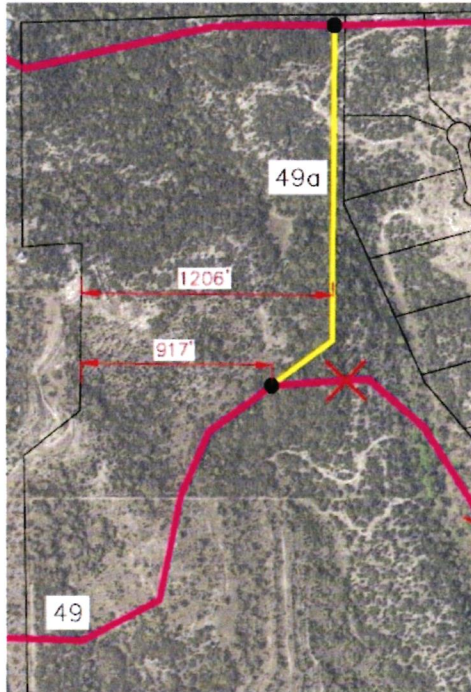
Segment 46a is designed to avoid the home of Ismael and Evangelina Reyes.<sup>18</sup> The Reyeses' home is located at the south end of Developers' completed Pecan Springs Ranches Unit 2, and Developers recently sold the Reyeses their home site. As proposed, Segment 46 would cut across the Reyeses' back yard and pass 174 feet from their home.<sup>19</sup> Developers have agreed to Segment 46a to minimize the impact of this line on their prior customers. Segment 46a is located well inside Developers' property and, as shown above, would bisect multiple established home sites in Developers' newer Pecan Springs Ranches Unit 3 rather than following the northern boundary of that development, as CPS Energy originally proposed. This concession from Developers will ensure that Segment 46a will be at least 300 feet from the Reyeses' property line, and well over 300 feet from their home. As such, if CPS Energy is ordered to amend its

<sup>18</sup> The Reyes home is marked as Habitable Structure #15 on CPS Energy's maps.

<sup>19</sup> See Environmental Assessment at Page C-39.

Application as requested in this filing, the Reyes family's property would no longer be directly affected by the proposed transmission line.

**Figure 5: Proposed Segment 49a**



Segment 49a provides a pathway to connect Segment 46a to the western portion of Segment 49, while staying as far as possible from the established High Country Ranch community to the west of Developers' property. This proposed segment is located entirely on Developers' Tract B-004, and would back up to the western edge of Developers' Pecan Springs Ranches project on Tract B-005. At its closest point, Segment 49a would be approximately 917 feet from the eastern edge of the High Country Ranch subdivision, and is generally over 1,200 feet inside Developers' western property boundary.

- ii. In light of Developers' willingness to agree to a transmission line path across their property, it is reasonable for CPS Energy to remove unnecessary segments on Developers' property from its Application.***

The Commission has traditionally encouraged utilities to work with landowners where possible to develop agreed transmission line paths through their properties. Such agreements minimize controversy in CCN proceedings and allow landowners to effectively manage the impact of transmission infrastructure on their land. Developers have agreed to support a reasonable path

across their property that renders proposed Segment 48 and portions of proposed Segments 42 and 49 unnecessary.<sup>20</sup> As such, the Commission should order CPS Energy to amend its Application to remove those unnecessary segments. As mentioned above, the uncertainty surrounding whether the line will travel to the north or south of Developers' Pecan Springs Ranches community is preventing Developers from selling established home sites while this proceeding is pending, which is stressing their finances and interfering with their ability to effectively manage their ongoing subdivision projects.<sup>21</sup> Removing the now-unnecessary eastern portion of Segment 49 will provide Developers with the certainty that they need to effectively continue their business while this case is pending. Importantly, eliminating the unnecessary portions of Segments 42, 48, and 49 will not change the total number of routes available for the Commission to consider. Instead, routes that would have followed Segments 42-48 would use agreed Segment 42a, and routes that would have followed Segments 42-49 would use agreed Segments 42a-46a-49a. All potential paths entering and leaving Developers' property would remain the same.

***iii. Developers have agreed to bear any incremental costs associated with their agreed routing options.***

Developers are not asking for a handout from the Commission. To the contrary, they have agreed to donate additional ROW across their properties<sup>22</sup> as necessary to offset any incremental cost associated with their requested modifications.<sup>23</sup> Accordingly, electric ratepayers will not bear any additional costs as a result of Developers' agreement with CPS Energy.

***iv. Developers have agreed to maintain the existing cost differential between routes that use Segment 46 and those that use Segment 49.***

In an effort to avoid prejudicing other parties' litigation positions, Developers have agreed to donate additional ROW as necessary to ensure that the proposed amendments to CPS Energy's Application will not change the cost differential between routes that end on Segment 46 and routes

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<sup>20</sup> As noted above, Developers have agreed to support the Commission routing a transmission line along any path that travels west from the node of Segments 41, 42a, and 46a. That said, Developers have reserved their right to support routes that reach that node via either Segment 41 or Segment 42a. *See* Exhibit 1 (Agreement Between Developers and CPS Energy) at 2.

<sup>21</sup> *See* Exhibit 2 (Affidavit of Taylor Dreiss).

<sup>22</sup> In addition to the ROW that Developers previously agreed to donate along proposed Segment 42, as discussed in CPS Energy's Application. *See id.* at 1.

<sup>23</sup> *Id.* at 2-3.



that end on Segment 49.<sup>24</sup> In CPS Energy's Application, it estimates that using Segments 42-48-46 will cost \$57,133 less than using Segments 42-49.<sup>25</sup> If CPS Energy amends its Application to incorporate Developers' agreed routing options, Developers have committed to donate ROW such that routes which follow agreed Segment 46a and terminate along Segment 46 to the west will cost \$57,133 less than routes that follow agreed Segment 49a and terminate along Segment 49 to the west. That will ensure that Developers' agreement with CPS Energy will not impact the relative litigation positions of parties whose properties are located to the west of Developers'.

- v. ***Developers' agreement with CPS Energy is in the public interest because it would decrease CPS Energy's cost of acquiring transmission ROW across Developers' property.***

Developers have agreed that if the Commission selects a route that involves any of Segments 42a, 46a, or 49a, Developers will forego the condemnation process and provide all necessary, non-donated<sup>26</sup> ROW across their properties at a 20% discount compared to CPS Energy's assumed cost of ROW.<sup>27</sup> While CPS Energy has not yet calculated the estimated value of this concession, it will undoubtedly save ratepayers a substantial sum if the Commission ultimately selects a route that crosses Developers' property. Depending on which path the Commission selects, there could be roughly *two miles* of non-donated ROW on Developers' property. Additionally, Developers have agreed to waive any claim to remainder damages to the established home sites in its Pecan Springs Ranches Unit 3. It is in the public interest for CPS Energy to capture these potential savings for ratepayers by amending its Application pursuant to its agreement with Developers.

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<sup>24</sup> *Id.* at 3.

<sup>25</sup> This is the difference between CPS Energy's cost estimates for proposed Route Z (Sub 7-54-20-36-42-48-46) and Proposed Route AA (Sub 7-54-20-36-42-49). *See* Application, Attachment 3.

<sup>26</sup> Developers previously agreed to donate 2,059 feet of ROW along Segment 42, and have agreed to donate additional ROW as necessary to offset any incremental costs associated with their agreed routing options and maintain existing cost differentials between routes that use Segment 46 and Segment 49. *See* Exhibit 1 (Agreement Between Developers and CPS Energy) at 1.

<sup>27</sup> Or the appraised value of that ROW, whichever is lower. *Id.* at 3-4.

**B. The ALJs should review and approve these agreed amendments to CPS Energy’s Application through the existing route adequacy process.**

The ALJs should review Developers’ agreed routing options and order CPS Energy to adopt them in the context of the route adequacy process contemplated in the procedural schedule. While this is not a traditional route adequacy challenge, Developers believe that because this pleading requests amendments to CPS Energy’s application that would incorporate new routing options, it fits within the scope of route adequacy. The Commission’s Preliminary Order Issue #1 instructs the ALJs to consider whether CPS Energy’s Application contains an adequate number of “reasonably differentiated” routes. It is Developers’ position that the current proposed route options across Developers’ property are not differentiated in a reasonable way in light of Developers’ agreement to accept the line in a particular location. As part of the route adequacy analysis, the ALJs are instructed to consider “the locations of the proposed transmission line” and “the facts and circumstances specific to the geographic area under consideration.”<sup>28</sup> Here, the facts and circumstances specific to Developers’ properties—in particular, the ongoing impacts that the proposed routing options are having on Developers’ business—demonstrate that the existing routing options across Developers’ property are not reasonable and should be amended. As noted above, Developers’ proposed agreed amendments to CPS Energy’s Application will not change the number of routes available for the Commission to consider.

Even if the ALJs believe that this pleading does not present a route adequacy issue, they should construe it as a request to add a new issue to this proceeding and then consider that issue in conjunction with route adequacy. Under the Commission’s Preliminary Order, “[t]he parties and the ALJ are free to raise and address any issues relevant to this docket that they deem necessary.”<sup>29</sup> For Developers, obtaining amendments to CPS Energy’s Application is not just necessary, but essential for the continued health of their businesses. It would be appropriate for the ALJs to consider Developers’ proposed amendment to CPS Energy’s Application using the same deadlines that the parties agreed to for route adequacy challenges. However, if the ALJs

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<sup>28</sup> Docket No. 51023, Order of Referral and Preliminary Order at 3 (Sept. 29, 2020).

<sup>29</sup> *Id.* at 5.

were to rely on the standard five working-day deadline for responsive pleadings,<sup>30</sup> then responses to this filing would be due one day later on December 4<sup>th</sup>. In either case, it would be reasonable for the ALJs to consider comments on Developers' agreed routing options in conjunction with any other route adequacy concerns, and if asked to do so, Developers would be willing to present a live witness at the route adequacy hearing scheduled for December 10<sup>th</sup>.

### III. CONCLUSION

Developers are willing to agree to accept this transmission line along a particular path across their property that ***will not impact any other landowner***. Accordingly, Developers should not be required to wait until the end of this proceeding to get any level of certainty about where a transmission line might impact their land. Instead, the ALJs should order CPS Energy to amend its Application in accordance with its agreement with Developers. Those amendments will incorporate new, ***agreed*** routing options across Developers' property and eliminate unnecessary routing options that are interfering with Developers' ability to effectively conduct their business while this case is pending. As noted above, these agreed changes are contained ***entirely*** within Developers' properties and would not directly impact any other landowner. Further, Developers will donate additional ROW to offset any incremental costs associated with the new routing options and to keep the cost differential between existing routes the same. Finally, if CPS Energy amends its application to incorporate Developers' agreed routing options, Developers have agreed to accept a large portion of this line on their property and will provide all necessary, non-donated ROW across their property to CPS Energy at a substantial discount. This agreement is in the public interest, and CPS Energy should be ordered to amend its Application to effectuate it.

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<sup>30</sup> See PUC Proc. R. § 22.78(a) ("Unless otherwise specified by statute, by this chapter, or by order of the presiding officer, a responsive pleading, if made, shall be filed by a party within five working days after receipt of the pleading to which the response is made.").

Respectfully submitted,

THOMPSON & KNIGHT LLP

/s/ Michael McMillin

Katherine L. Coleman

State Bar No. 24059596

Michael McMillin

State Bar No. 24088034

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**ATTORNEYS FOR TOUTANT RANCH, LTD.,  
ASR PARKS, LLC, PINSON INTERESTS LTD.  
LLP AND CRIGHTON DEVELOPMENT CO.**

**CERTIFICATE OF SERVICE**

I, Michael McMillin, Attorney for Toutant Ranch, Ltd., ASR Parks, LLC, Pinson Interests Ltd. LLP, and Crighton Development Co., hereby certify that a copy of the foregoing document was served on all parties of record in this proceeding on this 24<sup>th</sup> day of November, 2020 by hand-delivery, facsimile, electronic mail and/or First Class, U.S. Mail, Postage Prepaid.

/s/ Michael McMillin

Michael McMillin

**From:** [McMillin, Michael](#)  
**To:** [Tawater, Rustin](#); [Armstrong, Heath](#)  
**Cc:** [Rasmussen, Kirk](#); [Bennett, Craig](#); [kdgiles@cpsenergy.com](mailto:kdgiles@cpsenergy.com)  
**Subject:** D. 51023: Route Alternatives Discussion, Current Term Sheet  
**Date:** Wednesday, November 18, 2020 4:36:50 PM  
**Attachments:** [201110a1 - CPS Exhibit.pdf](#)  
[CPS Scenic Loop CCN \(51023\) UPDATED DRAFT Term Sheet Active\(24218102\) Active\(5\).DOCX](#)

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Rustin and Heath,

To assist in our discussion at 5, here is the most recent term sheet that my clients exchanged with CPS, as well as the associated attachment. My understanding is that CPS will have minor changes to this document, but we have an agreement in principle on this basis.

Talk to you soon.

Thanks,

**Michael McMillin | Thompson & Knight LLP**

Associate

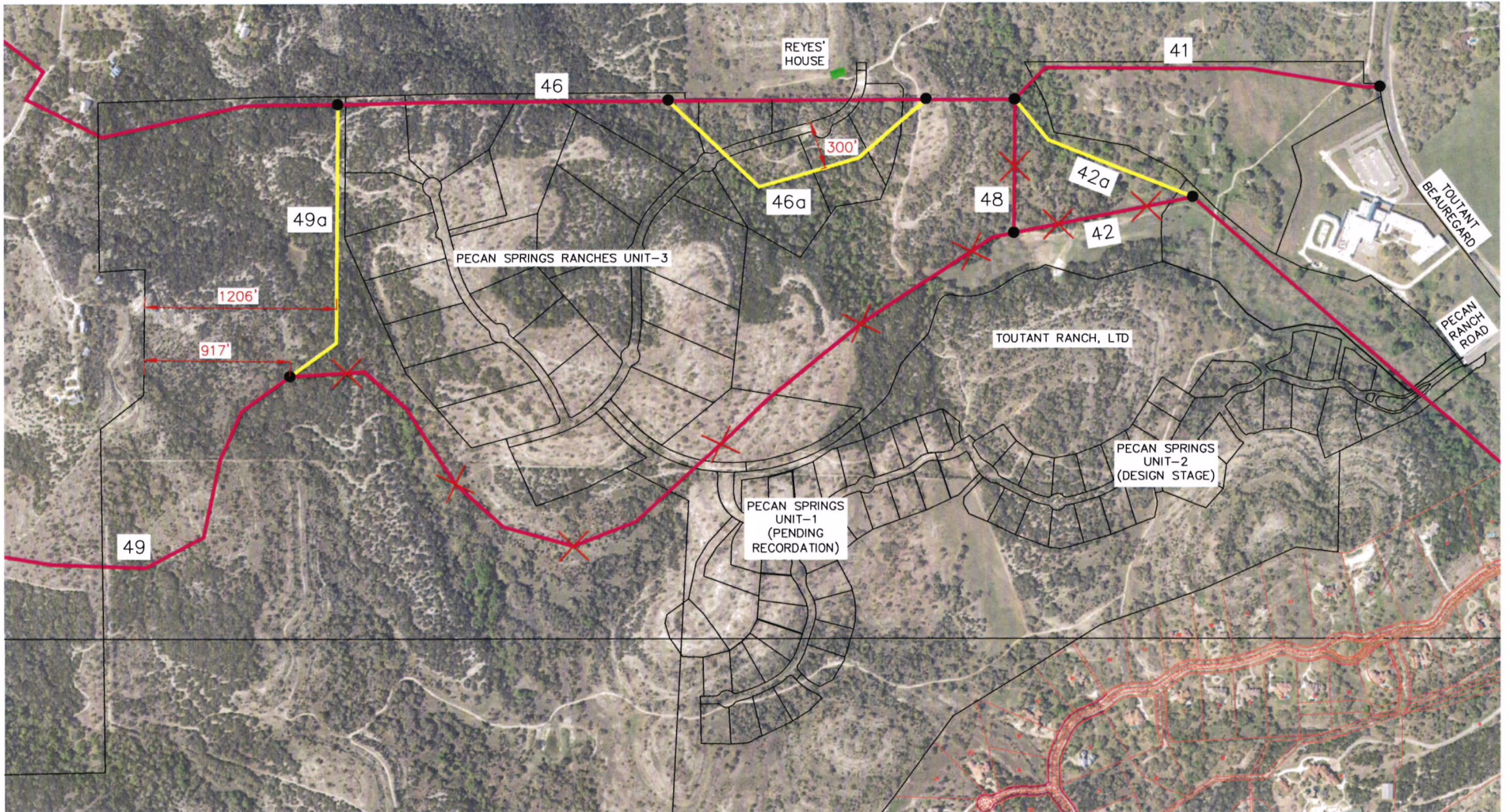
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This message may be confidential and attorney-client privileged. If received in error, please do not read. Instead, reply to me that you have received it in error and delete the message.



DRAFT: 11/12/20

**Proposed Term Sheet:** CPS Scenic Loop CCN, Docket No. 51023

Parties:

- CPS Energy (“CPS”)
- Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co. (collectively, “Developers”)

Background:

- Developers are in the process of developing residential communities in the northwestern portion of the study area, including along proposed Segments 42, 46, 48, and 49. The presence of multiple potential transmission line paths across Developers’ property has severely impacted Developers’ business such that Developers believe they need relief before litigation will conclude in Docket No. 51023.
- Developers have asked CPS to amend its Application to eliminate one of the four potential transmission line paths that impact Developers’ properties. In exchange, Developers are willing to accept the transmission line on their properties, donate additional ROW as necessary to minimize the impact of their requested modifications, and compromise on the proposed condemnation value of any ROW that is not donated pursuant to this or a prior agreement. The proposed modifications will only impact properties that Developers own.

Terms:

- 1) **Prior Agreements:** Developers will honor all prior agreements with CPS, independently of the terms of this agreement.
- 2) **Amendment to Application:** CPS will amend its Application in Docket No. 51023 to incorporate the modifications depicted on Exhibit A.
  - a) **It is the parties’ intention that the changes shown on Exhibit A will only directly impact land owned by one of the Developers. All ROW for new segments or modifications will fall on land owned by one of the Developers, and the centerline of the new segments or modifications will not pass within 300 feet of any habitable structure.**
  - b) The modifications depicted on Exhibit A are as follows:
    - i) **Segment 49a:** CPS will create a new segment (“Segment 49a”) to connect Segment 46 to Segment 49. Segment 49a will originate at the northeastern corner of Developers’ Tract B-004, and all associated ROW for Segment 49a will be contained within Tract B-004. Segment 49a will head south from Segment 46 to Segment 49, and will include a single angle at the southern end to match the existing curve of Segment 49 as Segment 49 heads to the west.<sup>1</sup>

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<sup>1</sup> At its closest point, the centerline of Segment 49a will be approximately 917 feet from the western boundary of Tract B-004.

DRAFT: 11/12/20

- ii) **Partial Removal of Segment 49:** CPS will remove the portion of Segment 49 that is to the east the interconnection with new Segment 49a. The western portion of Segment 49 will remain as proposed.
  - iii) **Modification to Segment 46:** CPS will incorporate two angles into Segment 46 to shift it to the south onto Developers' Tracts B-005 and B-007 such that the centerline of modified Segment 46 will stay at least 300 feet from the boundary of Tract B-013 (the "Reyes Tract") and well over 300 feet from Habitable Structure 15 (the "Reyes Home").
  - iv) **Creation of Segment 42a:**
    - (1) CPS will create a new segment to connect the existing node of Segments 41, 46, and 48 directly to existing Segment 42 on Tract B-041. This new segment will travel as straight as possible while retaining all ROW on Developers' property and staying at least 300 feet from any habitable structure. The entire modified Segment 42 will be referred to as Segment 42a.
    - (2) CPS agrees that, consistent with the Commission's final order, it will adopt minor deviations to Segment 42a so that segment will follow the northeastern boundary of Tract B-041 and cross the extreme northeastern tip of Tract B-043 at the termination of Pecan Ranch Road, such that all ROW remains on Developers' property and the centerline stays at least 300 feet from any habitable structure.
  - v) **Elimination of Segment 48:** CPS will remove Segment 48, which would be unnecessary following the addition of Segment 42a and the partial removal of Segment 49.
- 3) **Agreement to Support Routing Options:** Developers<sup>2</sup> agree to support the Commission routing the line down either Segment 46 Modified (full length) or Segments 46 Modified (partial)-49a-49 (western portion), but do not commit to a position regarding the remainder of the route to the south or east of the eastern node of Segment 46. Developers reserve their right to argue that the Commission should reach Segment 46 Modified by following a path that includes Segment 41.
- 4) **No Net Cost Increase:** Developers agree to donate additional ROW as necessary to offset any net cost increase that results from Developers' requested modifications. The parties agree that the "net cost increase" will be calculated as follows:
- a) If the Commission uses Segment 42a-46 Modified (full length):
    - i) The cost of Segment 42a minus the cost of proposed Segments 42 and 48; plus
    - ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
  - b) If the Commission uses Segments 42a-46 Modified (partial)-49a-49:
    - i) The cost of Segment 42a minus the cost of proposed Segment 42; plus

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<sup>2</sup> As well as all other legal entities owned or controlled by Developers.



DRAFT: 11/12/20

- ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46;<sup>3</sup> plus
  - iii) The cost of Segment 49a and the portion of Segment 49 to the west of the interconnection with Segment 49, minus the cost of proposed Segment 49.
- c) If the Commission uses Segment 41-46 Modified (full length):
  - i) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
- 5) **Maintain Existing Cost Differentials:** Developers agree to donate additional ROW as necessary to maintain the existing cost differential between routes that use Segment 46 and Segment 49.<sup>4</sup> There are two possible scenarios:
  - a) **Scenario 1:** The Commission selects a route that uses a variation of Segment 42.
    - i) In the current Application, starting at the node of Segment 36 and Segment 42, using Segments 42-48-46 costs \$57,133 less than using Segments 42-49.<sup>5</sup>
    - ii) If the Commission selects a route that uses a variation of Segment 42, Developers commit to donating additional ROW as necessary to make the estimated cost of using Segments 42a-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 42a-46 Modified (partial)-49a-49.
  - b) **Scenario 2:** The Commission selects a route that uses Segment 41.
    - i) If the Commission selects a route that uses Segment 41, Developers commit to donate additional ROW as necessary to make the estimated cost of using Segments 41-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 41-46 Modified (partial length)-49a-49.
- 6) **ROW Acquisition:** If the Commission selects a route that uses any of the modified segments shown on Attachment A, Developers agree to provide all necessary ROW across Developers' property that has not been donated pursuant to this (or an earlier) agreement to CPS without resorting to a contested condemnation process. Developers will agree to provide all necessary, non-donated ROW across Developers' property to CPS at \$0.40 per square foot, which is a 20% discount off of CPS's assumed cost of ROW along the segments that impact Developers' property. Additionally, Developers will not seek any recovery for damages to the remainder value of any tracts that are impacted by the transmission line, including where Segment 46 Modified crosses Developers' Pecan Springs Ranch, Unit 3 development on Tract B-005, where Developers have already invested significant capital to create valuable home sites, eight of which will be directly impacted by Segment 46 Modified.

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<sup>3</sup> This captures the cost of avoiding the Reyes Tract on 46 Modified (partial).

<sup>4</sup> The magnitude of any associated ROW donation will be determined after CPS develops cost estimates for the new and modified segments described in this agreement.

<sup>5</sup> This is the difference between CPS's cost estimates for proposed Route Z (Sub 7-54-20-36-42-48-46) and Proposed Route AA (Sub 7-54-20-36-42-49). See Application Attachment 3.

**From:** [Rasmussen, Kirk](#)  
**To:** [McMillin, Michael](#)  
**Cc:** [Giles, Kipling D.](#); [Bennett, Craig](#)  
**Subject:** FW: [Scan] D. 51023 Signed Agreement PSB [IMAN-JWDOCS.FID4061346]  
**Date:** Tuesday, November 24, 2020 11:49:27 AM  
**Attachments:** [D. 51023 Signed Agreement PSB.pdf](#)

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See attached. Thanks.

**Kirk Rasmussen**  
512-968-4566

**From:** Barham, Paul S  
**Sent:** Tuesday, November 24, 2020 11:46 AM  
**To:** Rasmussen, Kirk ; Giles, Kipling D. ; Perez, LeeRoy  
**Subject:** [Scan] D. 51023 Signed Agreement PSB

**\*\*RECEIVED FROM EXTERNAL SENDER – USE CAUTION\*\***

Signed agreement. Do you need to original?  
Paul Barham

--

Sent with Genius Scan for iOS.  
<https://dl.tglapp.com/genius-scan>

Sent from my iPhone

**Agreement Regarding Agreed Route Modifications and Amendment to Application**  
CPS Scenic Loop CCN, Docket No. 51023

Parties:

- CPS Energy
- Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co. (collectively, “Developers”)

Background:

- Developers are in the process of developing residential communities in the northwestern portion of the study area, including along proposed Segments 42, 46, 48, and 49. The presence of multiple potential transmission line paths across Developers’ property has severely impacted Developers’ business such that Developers believe they need relief before litigation will conclude in Docket No. 51023.
- Developers have asked CPS Energy to amend its Application to eliminate one of the four potential transmission line paths that impact Developers’ properties. In exchange, Developers are willing to accept the transmission line on their properties, donate additional ROW as necessary to minimize the impact of their requested modifications, and compromise on the proposed condemnation value of any ROW that is not donated pursuant to this or a prior agreement. The proposed modifications will only impact properties that Developers own or control through various development agreements.

Terms:

- 1) **Prior Agreements:** Developers will honor all prior agreements with CPS Energy, independently of the terms of this agreement, specifically with respect to Developers agreement to donate approximately 2,059 feet of ROW on Segment 42 in the location previously agreed upon.
- 2) **Route Adequacy Proposal:** Developers will present a route adequacy proposal on November 24, 2020 requesting CPS Energy be ordered to amend its application in the manner shown on Exhibit A.
  - a) **It is the parties’ intention that the changes shown on Exhibit A will only directly impact land owned by one of the Developers. All ROW for new segments or modifications will fall on land owned by one of the Developers, and the centerline of the new segments or modifications will not pass within 300 feet of any habitable structure.**
  - b) The modifications depicted on Exhibit A are as follows:
    - i) **Segment 49a:** Segment 49a will connect Segment 46 to Segment 49. Segment 49a will originate at the northeastern corner of Developers’ Tract B-004, and all associated ROW for Segment 49a will be contained within Tract B-004. Segment 49a will head south from Segment 46 to Segment 49, and will include a single angle

at the southern end to match the existing curve of Segment 49 as Segment 49 heads to the west.<sup>1</sup>

- ii) **Partial Removal of Segment 49:** Segment 49 to the east the interconnection with new Segment 49a will be removed. The western portion of Segment 49 will remain as proposed.
  - iii) **Modification to Segment 46:** Two angles will be incorporated into Segment 46 to shift it to the south onto Developers' Tracts B-005 and B-007 such that the centerline of modified Segment 46 will stay at least 300 feet from the boundary of Tract B-013 (the "Reyes Tract") and well over 300 feet from Habitable Structure 15 (the "Reyes Home").
  - iv) **Creation of Segment 42a:** A new Segment 42a will be created to connect the existing node of Segments 41, 46, and 48 directly to existing Segment 42 on Tract B-041 before Segment 42 turns from the northwest to the west. This new segment will travel as straight as possible while retaining all ROW on Developers' property and staying at least 300 feet from any habitable structure.
  - v) **Elimination of Segment 48:** Segment 48, which would be unnecessary following the addition of Segment 42a and the partial removal of Segment 49 will be removed.
- 3) **CPS Energy Agreement to Route Adequacy Proposal:** CPS Energy will file a pleading following the filing of Developers' route adequacy proposal acknowledging the proposal and expressing support and agreement with the changes proposed. CPS Energy agrees, following issuance of an order from the ALJs requiring the proposed adjustments, to amend its Application in Docket No. 51023 to incorporate the modifications depicted on Exhibit A.
- 4) **Staff Non-Opposition:** CPS Energy's agreement to file in support of the Developers' route adequacy proposal is contingent on Staff expressing support for the proposal, or at a minimum agreeing not to oppose the proposal.
- 5) **Agreement to Support Routing Options:** Developers<sup>2</sup> agree to support the Commission routing the line down either Segment 46 Modified (full length) or Segments 46 Modified (partial)-49a-49 (western portion), but do not commit to a position regarding the remainder of the route to the south or east of the eastern node of Segment 46. Developers reserve their right to argue that the Commission should reach Segment 46 Modified by following a path that includes Segment 41.
- 6) **No Net Cost Increase:** Developers agree to donate additional ROW as necessary to offset any net cost increase that results from Developers' requested modifications. The parties agree that the "net cost increase" will be calculated as follows:
- a) If the Commission uses Segment 42a-46 Modified (full length):
    - i) The cost of Segment 42a minus the cost of proposed Segments 42 and 48; plus

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<sup>1</sup> At its closest point, the centerline of Segment 49a will be approximately 917 feet from the western boundary of Tract B-004.

<sup>2</sup> As well as all other legal entities owned or controlled by Developers.

- ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
  - b) If the Commission uses Segments 42a-46 Modified (partial)-49a-49:
    - i) The cost of Segment 42a minus the cost of proposed Segment 42; plus
    - ii) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46;<sup>3</sup> plus
    - iii) The cost of Segment 49a and the portion of Segment 49 to the west of the interconnection with Segment 49, minus the cost of proposed Segment 49.
  - c) If the Commission uses Segment 41-46 Modified (full length):
    - i) The cost of Segment 46 Modified (full length) minus the cost of proposed Segment 46.
- 7) **Maintain Existing Cost Differentials:** Developers agree to donate additional ROW as necessary to maintain the existing cost differential between routes that use Segment 46 and Segment 49.<sup>4</sup> There are two possible scenarios:
- a) **Scenario 1:** The Commission selects a route that uses a variation of Segment 42.
    - i) In the current Application, starting at the node of Segment 36 and Segment 42, using Segments 42-48-46 costs \$57,133 less than using Segments 42-49.<sup>5</sup>
    - ii) If the Commission selects a route that uses a variation of Segment 42, Developers commit to donating additional ROW as necessary to make the estimated cost of using Segments 42a-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 42a-46 Modified (partial)-49a-49.
  - b) **Scenario 2:** The Commission selects a route that uses Segment 41.
    - i) If the Commission selects a route that uses Segment 41, Developers commit to donate additional ROW as necessary to make the estimated cost of using Segments 41-46 Modified (full length) \$57,133 less than the estimated cost of using Segments 41-46 Modified (partial length)-49a-49.
- 8) **ROW Acquisition:** If the Commission selects a route that uses any of the modified segments shown on Attachment A, Developers agree to provide all necessary ROW across Developers' property that has not been donated pursuant to this (or an earlier) agreement to CPS Energy without resorting to a contested condemnation process. Developers will agree to provide all necessary, non-donated ROW across Developers' property to CPS Energy at the lower value of (1) \$0.40 per square foot, which is a 20% discount off of CPS Energy's assumed cost of ROW along the segments that impact Developers' property; or (2) the value of the ROW along the segments that impact Developers' property pursuant to an independent appraisal for the property right by an one or more appraisers agreed to by

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<sup>3</sup> This captures the cost of avoiding the Reyes Tract on 46 Modified (partial).

<sup>4</sup> The magnitude of any associated ROW donation will be determined after CPS develops cost estimates for the new and modified segments described in this agreement.

<sup>5</sup> This is the difference between CPS's cost estimates for proposed Route Z (Sub 7-54-20-36-42-48-46) and Proposed Route AA (Sub 7-54-20-36-42-49). See Application Attachment 3.

the parties. Additionally, Developers will not seek any recovery for damages to the remainder value of any tracts that are impacted by the transmission line, including where Segment 46 Modified crosses Developers' Pecan Springs Ranch, Unit 3 development on Tract B-005.

- 9) CPS agrees that, consistent with the Commission's final order, if a route is approved by the Commission that includes Segment 42a, CPS Energy will work with Developers to make minor route deviations to Segment 42/42a as appropriate to minimize impacts to Developers' activities in the area.

**Signed this 23<sup>rd</sup> day of November, 2020.**

 (Sign)

Taylor Dress (Print)  
For Developers

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)  
For CPS Energy

**From:** [Taylor Dreiss](mailto:Taylor.Dreiss)  
**To:** [McMillin, Michael](mailto:McMillin.Michael)  
**Subject:** FW: My new contact informationCPS  
**Date:** Friday, November 13, 2020 10:13:28 AM  
**Attachments:** [image001.png](#)

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**From:** Jim Middleton <jimmmiddle@gmail.com>  
**Sent:** Monday, January 27, 2020 4:11 PM  
**To:** Ryann Cecci <ryann.cecci@fsresidential.com>; Steve Cichowski <steve@cichowskilaw.com>; Greg Brigham <gbrigham@remetrex.com>; Bill Couch <bcouch49@yahoo.com>; Kristina Stroud <Kristina\_Marques1699@hotmail.com>; Mike Leonard <mike@leonardcontracting.com>; Thomas Dreiss <tomdreiss@aol.com>; Taylor Dreiss <tdreiss@dreicomgmt.com>  
**Subject:** Fwd: My new contact informationCPS

I sent a note to Craig Bennet, lawyer on the CPS ISSUE. Looks like the earliest submittal now may be May. If anyone has some thoughts on how to look at ongoing CPS directions, let me know. At least Craig answered. Jmm

Sent from my iPad

Begin forwarded message:

**From:** "Bennett, Craig" <[cbennett@jw.com](mailto:cbennett@jw.com)>  
**Date:** January 27, 2020 at 12:55:42 PM CST  
**To:** "[jimmmiddle@gmail.com](mailto:jimmmiddle@gmail.com)" <[jimmmiddle@gmail.com](mailto:jimmmiddle@gmail.com)>  
**Subject:** My new contact information

Jim:

My former assistant forwarded me an email you sent inquiring about the status of the CPS Scenic Loop project. I am no longer with the law firm of Enoch Kever, so my former email address no longer works for me. Kirk Rasmussen and I have moved to the law firm of Jackson Walker. We are, however, continuing to work with CPS. Please update your contact information for me with my updated contact information at the bottom of this email.

As for the transmission line project, CPS is still reviewing feedback received from landowners and other persons and is continuing to prepare the CCN application. Right now, it is estimated that the application may be filed in May 2020, although that is not definite.

Please let me know if you have any additional questions.

Best regards,

Craig

**Craig Bennett**

100 Congress Avenue Suite 1100 | Austin, TX | 78701

V: (512) 236-2087 | F: (512) 691-4427 | [cbennett@jw.com](mailto:cbennett@jw.com)

Jackson Walker L.L.P





**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs - Scenic Loop Transmission Line  
**Date:** Friday, March 19, 2021 10:33:33 AM  
**Attachments:** [Scenic Loop - Option 42 .jpg](#)  
[191115a3 - Pecan Springs - Master Plan-Model-compressed.pdf](#)

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**From:** Taylor Dreiss  
**Sent:** Monday, December 30, 2019 9:34 AM  
**To:** Otto, Daniel T. <DTOtto@cpsenergy.com>  
**Subject:** FW: Pecan Springs - Scenic Loop Transmission Line

Good Morning Daniel,

Hope you had a Merry Christmas. Have you had a chance to talk to the team and Kirk about this realignment on the north side of my project? We have not heard from Kirk yet, so if you could please pass along our phone numbers we would be more than happy to talk.

It would probably be best to meet at your offices and explain this route, are you free for one hour between January 6<sup>th</sup>-10<sup>th</sup>? Let us know your availability and we will set something up.

Thank you,

Taylor Dreiss – (210) 262-8865  
Tom Dreiss – (210) 241-7693

**From:** Taylor Dreiss  
**Sent:** Tuesday, December 17, 2019 12:08 PM  
**To:** Otto, Daniel T. <DTOtto@cpsenergy.com>; Tom Dreiss <tomdreiss@aol.com>  
**Subject:** Pecan Springs - Scenic Loop Transmission Line

Daniel,

Attached is an image showing the realignment of segment 42 (shown in black) through the northern portion of my Pecan Springs project. We have an agreement with the Pinson's to purchase any additional land required for this realignment so no new land owners are affected, only Pecan Springs. We would ultimately incorporate this power line easement into a greenbelt linear park system that I have been planning on adding into my develop. We have been the Pinson's real estate advisors on all of their land holdings effected by Routes 40, 41, and 42, and have had this relationship for over 20 years (since we purchased Anaqua Springs).

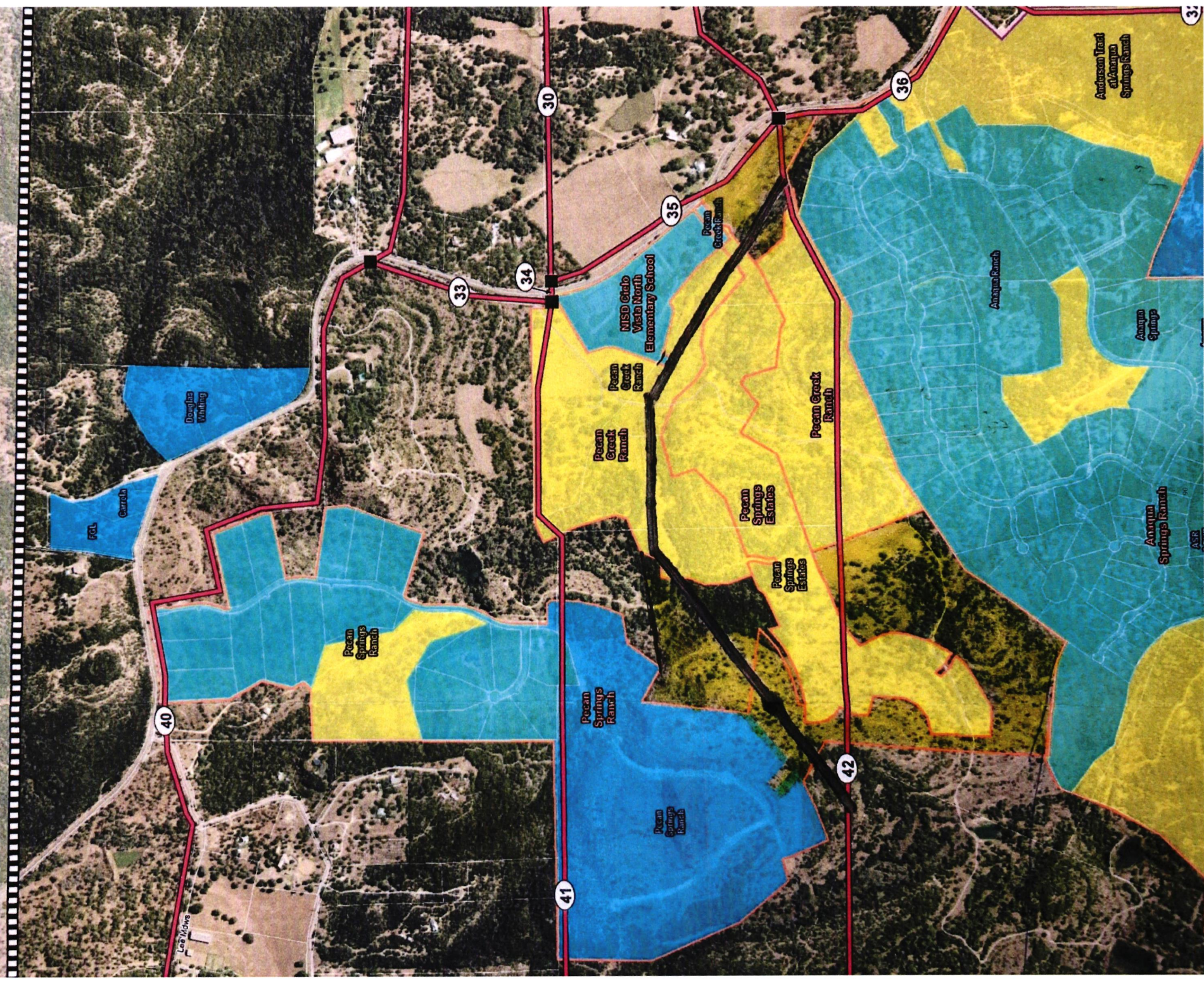
This realignment of segment 42 along the north boundary of Pecan Springs adds one angle point from the original route and would run through gentle terrain. It also does not effect any new land owners, as opposed a reroute along my south boundary which would effect existing homes in

Anaqua, as well as my new Unit-7 which we have been actively selling. Also attached is the overall Master Plan of my development, showing the full lot layout and how an alignment to the south would effect this master plan.

Please pass this image onto Kirk and your team, give us a call if you would like to discuss. We would be more than willing to meet with your team downtown to discuss this layout in more detail.

Thank you,

Taylor and Tom Dreiss  
(210) 262-8865





**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Development - Meeting 1/3/20  
**Date:** Wednesday, November 4, 2020 9:59:41 AM  
**Attachments:** [Segment 42 - Pecan Springs 200103.jpg](#)

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**From:** Taylor Dreiss  
**Sent:** Friday, January 3, 2020 1:13 PM  
**To:** Otto, Daniel T. <DTotto@cpsenergy.com>; Kirk Rasmussen <krasmussen@enochkever.com>; Giles, Kipling D. <KDGiles@CPSEnergy.com>; Craig Bennett <cbennett@enochkever.com>  
**Cc:** Tom Dreiss <tomdreiss@aol.com>  
**Subject:** Pecan Springs Development - Meeting 1/3/20

Gentlemen,

Thank you for meeting with us this morning to discuss segment 42 and our Pecan Springs Development. We have an agreement to purchase land from the Pinson's in order to facilitate segment 42 being relocated to our northern boundary. This relocation along our northern boundary will not affect any new land owners and is shown on the attached exhibit in pink.

Per our discussion this morning, we have agreed to dedicate a portion of the electrical easement along this reroute, shown between the double red arrows on the exhibit. We have also agreed to add an additional segment (shown in orange) connecting segment 41 with the reroute option of 42. We have a verbal agreement with the Pinson's to purchase the land highlighted in black, and the written version of this agreement will be provided to you in the next few weeks.

Thank you again for allowing us to meeting this morning,

Tom and Taylor Dreiss



SEGMENT 41

SEGMENT 41

ADDITIONAL LAND TO BE PURCHASED

ADDITIONAL SEGMENT TO BE ADDED

MCANDREW ELEMENTARY SCHOOL

PECAN SPRINGS RANCH PHASE III

PROPOSED SEGMENT 42 ADJUSTMENT

PECAN SPRINGS UNIT 2

ORIGINAL SEGMENT 42

EXIST. 8" WATER

PECAN SPRINGS RANCH

**From:** [Taylor Dreiss](#)  
**To:** [McMillin, Michael](#)  
**Subject:** FW: Pecan Springs Estates  
**Date:** Friday, March 19, 2021 10:32:11 AM  
**Attachments:** [image.png](#)  
[Pecan Springs U1 Plat.pdf](#)  
[USA-22713 Pecan Springs.pdf](#)

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**From:** Taylor Dreiss  
**Sent:** Sunday, October 27, 2019 8:59 PM  
**To:** Otto, Daniel T. <DTOtto@cpsenergy.com>  
**Cc:** tomdreiss@aol.com  
**Subject:** Pecan Springs Estates

Good Evening Daniel,

I was looking at the exhibits on the Scenic Loop project website and noticed that there could be an update made to my property.

Attached are the plats for Unit-1 and Unit-2 of Pecan Springs, please update the colors on the "Master Development Plans and Plats" exhibit to show green on both Pecan Springs Estates units. Unit-1 is 90% approved through all agencies, I am currently under construction. Unit-2 plat was submitted last week and is currently under review (the plat I attached is not the most current with plat no.).

Also attached is the SAWS USA for my 230 acres showing the proposed 250 EDU's that I am allowed on that acreage. This USA will be approved by the SAWS board November 5th, and subsequently signed by myself and SAWS, then recorded. Based on this document, I think it is appropriate to color the entire 230 acres in yellow - the boundary is reflected correctly on the "Master Development Plans and Plats" exhibit. The 230 acres is all an ongoing development, including the two units that I am platting/constructing, and should be shown as the Pecan Springs Estates development.

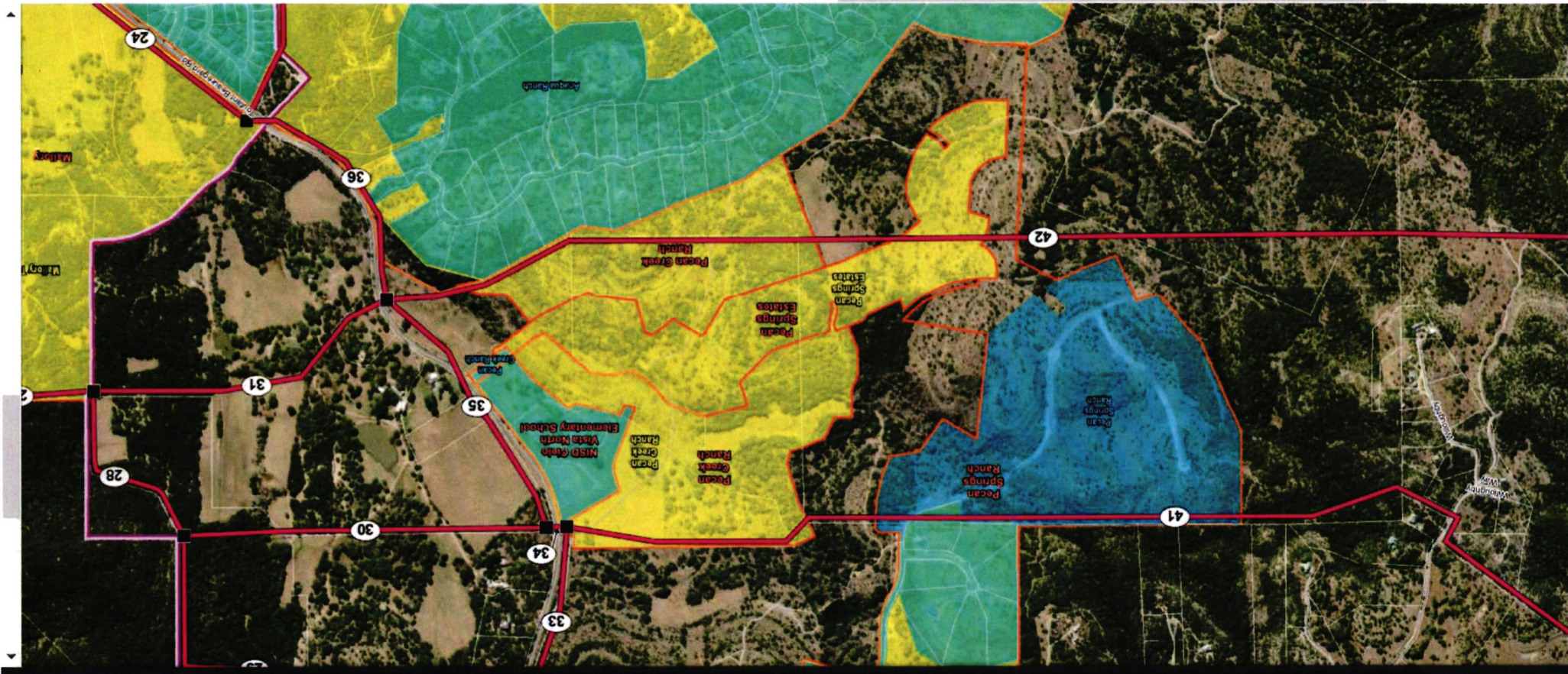
Please let me know if you have any questions.  
Thanks,

Taylor Dreiss

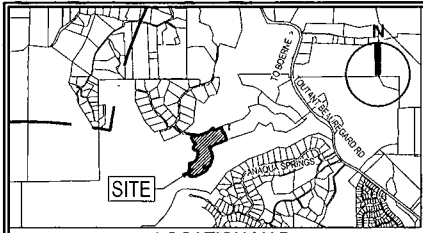




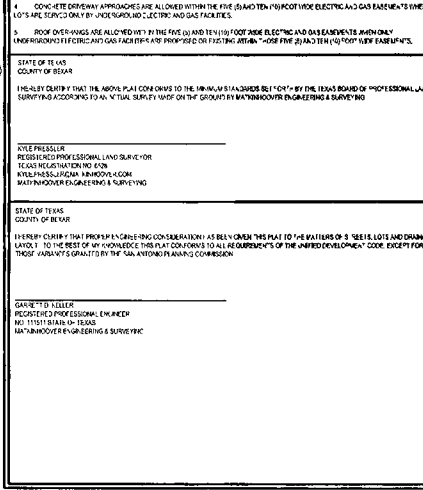
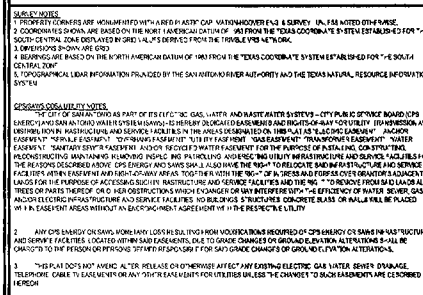
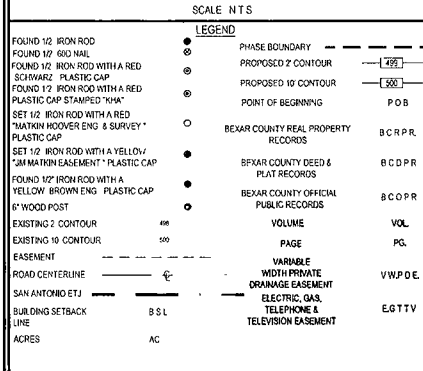
Taskbar and window management area showing the time 8:50 PM on 10/27/2019. The taskbar includes icons for various applications. The taskbar contains several open windows, all titled "Pecan Springs U1 Plat.pdf".



Browser window title bar and address bar. The address bar shows the URL: [cpsenergy.com/content/dam/corporate/en/Documents/Infrastructure/Scenic\\_Loop\\_Development\\_Areas.pdf](https://cpsenergy.com/content/dam/corporate/en/Documents/Infrastructure/Scenic_Loop_Development_Areas.pdf). The browser tabs include "Irving Le...", "Kirkham...", "Home -...", "Bexar CA...", "Mail -...", "Pecan Sp...", "UTILITY...", "Scenic L...", and "Scenic L...".

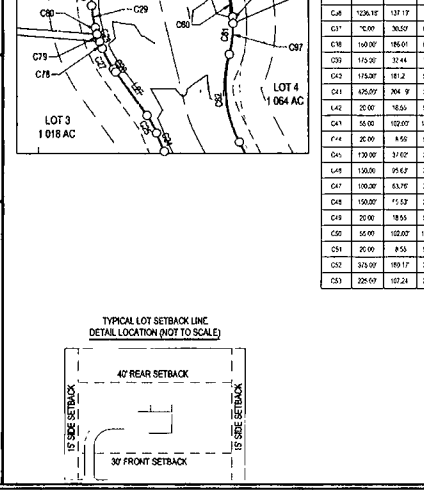
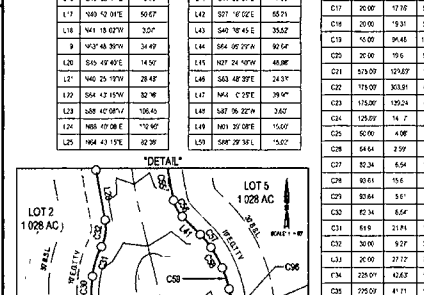


LOCATION MAP



MANUFACTURER... THE OWNER OF ANY... LOCALIZATION... INSURANCE... DELEGATION... VOLUME... PAGE... ROAD CENTERLINE... BUILDING SETBACK... ACRES

TABLES with columns: LINE, BEARING, DISTANCE. Includes 'LINE TABLE' and 'CURVE TABLE' with detailed curve data.



THE SUBDIVISION IS SUBJECT TO... THE SUBDIVISION IS SUBJECT TO... THE SUBDIVISION IS SUBJECT TO... THE SUBDIVISION IS SUBJECT TO...

TABLES with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD BEARING, CHORD LENGTH. Includes 'CURVE TABLE' and 'CURVE TABLE' with detailed curve data.

TABLES with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD BEARING, CHORD LENGTH. Includes 'CURVE TABLE' and 'CURVE TABLE' with detailed curve data.

TABLES with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD BEARING, CHORD LENGTH. Includes 'CURVE TABLE' and 'CURVE TABLE' with detailed curve data.

PLAT NO: 19-11800317 SUBDIVISION PLAT ESTABLISHING PECAN SPRINGS UNIT 1 (P.U.D.) A 36.81 ACRE TRACT OF LAND, INCLUSIVE OF OFF-SITE EASEMENTS...

STATE OF TEXAS COUNTY OF BEAR MATKIN HOOPER ENGINEERING & SURVEYING

NOTARY PUBLIC BEAR COUNTY TEXAS STATE OF TEXAS COUNTY OF BEAR

STATE OF TEXAS COUNTY OF BEAR CERTIFICATE OF APPROVAL THE UNDERSIGNED COUNTY CLERK OF BEAR COUNTY, TEXAS AND PRESIDENT OFFICER OF THE COUNTY COURT OF BEAR COUNTY...

PLAT NO: 19-11800317

SUBDIVISION PLAT ESTABLISHING  
PECAN SPRINGS UNIT 1 (P.U.D.)

A 36.61 ACRE TRACT OF LAND INCLUSIVE OF OFF-SITE BASEMENTS, OUT OF THE FRANCISCO RODRIGUEZ SURVEY NO. 419, ABSTRACT 629, COUNTY BLOCK 4673 THE AS KINCHELOE SURVEY NO. 410 ABSTRACT 410 COUNTY BLOCK 4664 AND THE JUAN CASAS LAS SURVEY NO. 411, ABSTRACT 156, COUNTY BLOCK 4672, BEXAR COUNTY, TEXAS AND BEING A PORTION OF A CALLED 229.78 ACRES TRACT OF LAND AS CONVEYED TO TOUTANT RANCH, L.T.D., OF RECORD IN DOCUMENT NO. 2018009492 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY TEXAS

**MATKIN HOOVER**  
ENGINEERING  
& SURVEYING

STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A duly authorized agent, declares to the use of the public that he has read the plat and is satisfied that the same is correct and that the same is intended to be used for the purposes and considerations herein expressed.

BEFORE ME, the undersigned authority, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing plat and known to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this [Date] day of [Month], A.D. 2019.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A duly authorized agent, declares to the use of the public that he has read the plat and is satisfied that the same is correct and that the same is intended to be used for the purposes and considerations herein expressed.

BEFORE ME, the undersigned authority, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing plat and known to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this [Date] day of [Month], A.D. 2019.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

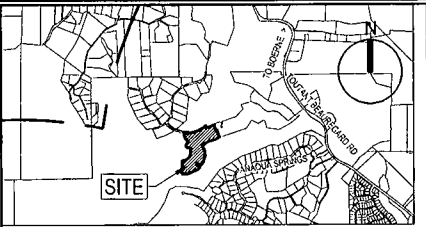
THE PLAT OF PECAN SPRINGS UNIT 1 (P.U.D.) IS HEREBY SUBMITTED TO AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND THE CITY APPROVED BY THE COMMISSIONERS OF THE BOARD OF REALTY, TEXAS, AND REGULATING GOVERNING BODIES, AND THAT THIS PLAT WAS APPROVED BY THE SAN ANTONIO COMMISSIONERS COURT.

STATE OF TEXAS  
COUNTY OF BEXAR

CERTIFICATE OF APPROVAL  
THE UNDERSIGNED JUDGE OF BEXAR COUNTY, TEXAS, AND PRESIDENT OF THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS, HEREBY CERTIFY THAT THE PLAT OF PECAN SPRINGS UNIT 1 (P.U.D.) IS HEREBY APPROVED BY THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS, AND REGULATING GOVERNING BODIES, AND THAT THIS PLAT WAS APPROVED BY THE SAN ANTONIO COMMISSIONERS COURT.

DATED THIS [Date] DAY OF [Month], A.D. 2019.

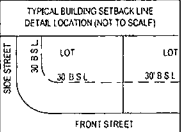
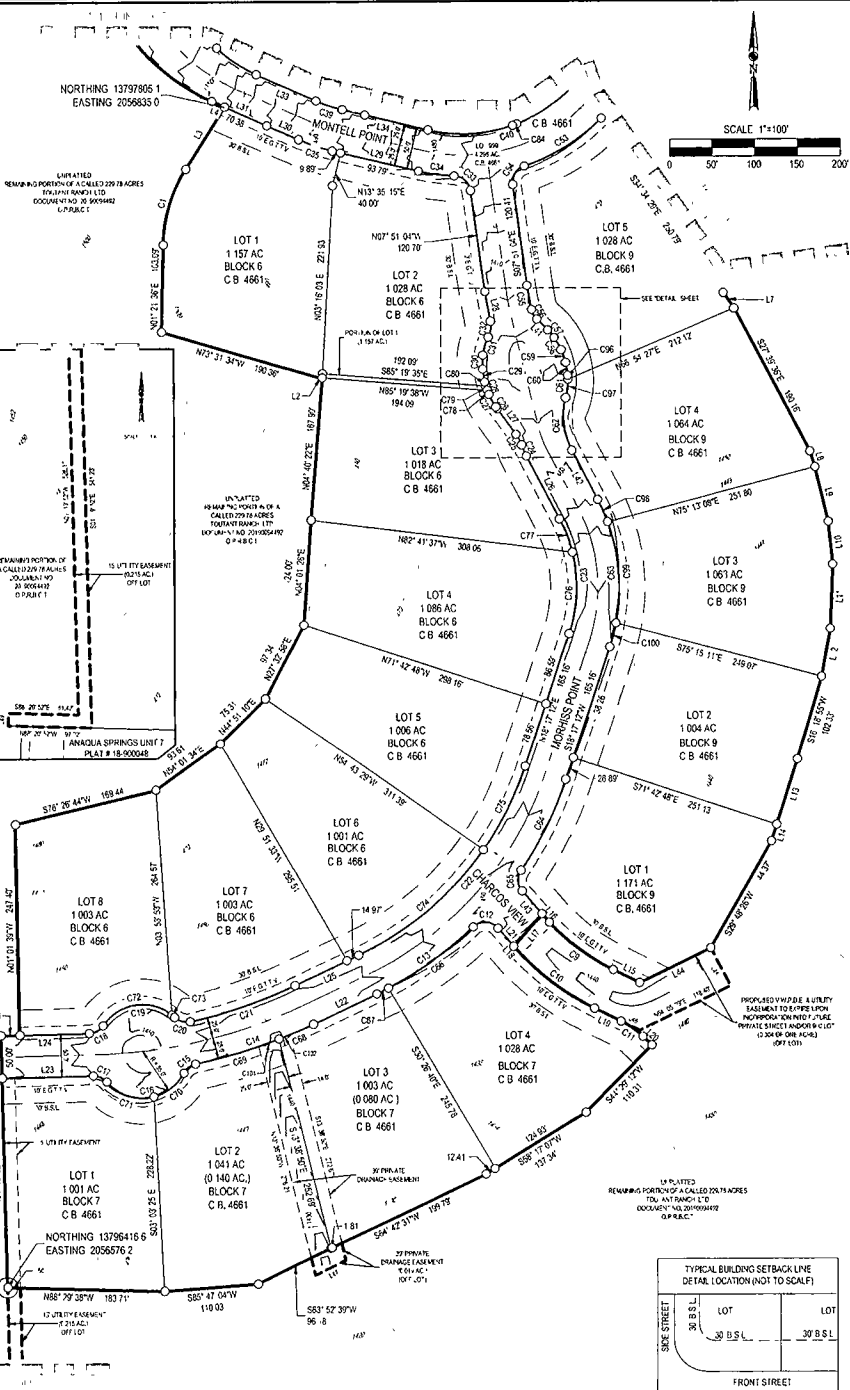
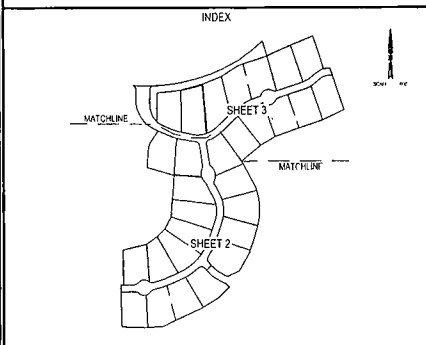
COUNTY CLERK, BEXAR COUNTY, TEXAS



LOCATION MAP

SCALE N T S

LEGEND table with symbols and descriptions for various features like phase boundaries, contours, easements, and utility lines.

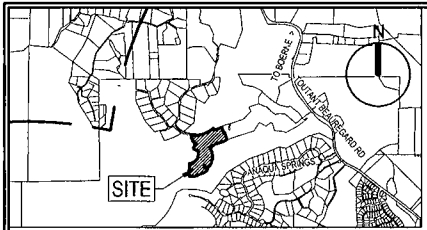


I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY MATKIN HOOVER ENGINEERS & SURVEYORS.

KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6528  
11151

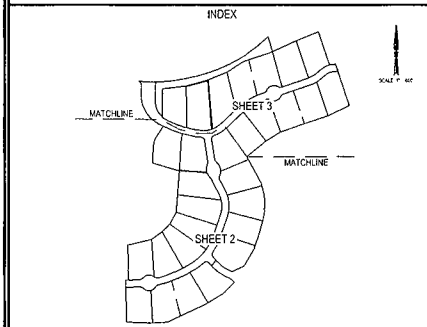
GARRETT D. KELLER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11151 STATE OF TEXAS  
WITH PROFESSIONAL ENGINEERING & SURVEYING

GARRETT D. KELLER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11151 STATE OF TEXAS  
WITH PROFESSIONAL ENGINEERING & SURVEYING



**LEGEND**

FOUND 1/2" IRON ROD	●	PHASE BOUNDARY	---
FOUND 1/2" 60D NAIL	○	PROPOSED 2' CONTOUR	---
FOUND 1/2" IRON ROD WITH A RED SCREWDRIVER PLASTIC CAP	⊙	PROPOSED 10' CONTOUR	---
FOUND 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED 'KHA'	⊙	POINT OF BEGINNING	P.O.B.
SET 1/2" IRON ROD WITH A RED 'MATKIN-HOOVER ENG. & SURVEY' PLASTIC CAP	⊙	BEAR COUNTY REAL PROPERTY RECORDS	B.C.R.P.R.
SET 1/2" IRON ROD WITH A YELLOW 'JM MATKIN EASEMENT' PLASTIC CAP	●	BEAR COUNTY DEED & PLAT RECORDS	B.C.D.P.R.
FOUND 1/2" IRON ROD WITH A YELLOW 'BROWN ENG.' PLASTIC CAP	●	BEAR COUNTY OFFICIAL PUBLIC RECORDS	B.C.O.P.R.
5" WOOD POST	⊙	VOLUME	VOL.
EXISTING 2' CONTOUR	---	PAGE	PG.
EXISTING 10' CONTOUR	---	VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT	V.W.P.D.E.
EASEMENT	---	ELECTRIC, GAS TELEPHONE & TELEVISION EASEMENT	E.G.T.V.
ROAD CENTERLINE	---		
SAN ANTONIO E.T.J.	---		
BUILDING SETBACK LINE	---		
ACRES	AC		



STATE OF TEXAS  
COUNTY OF BEAR

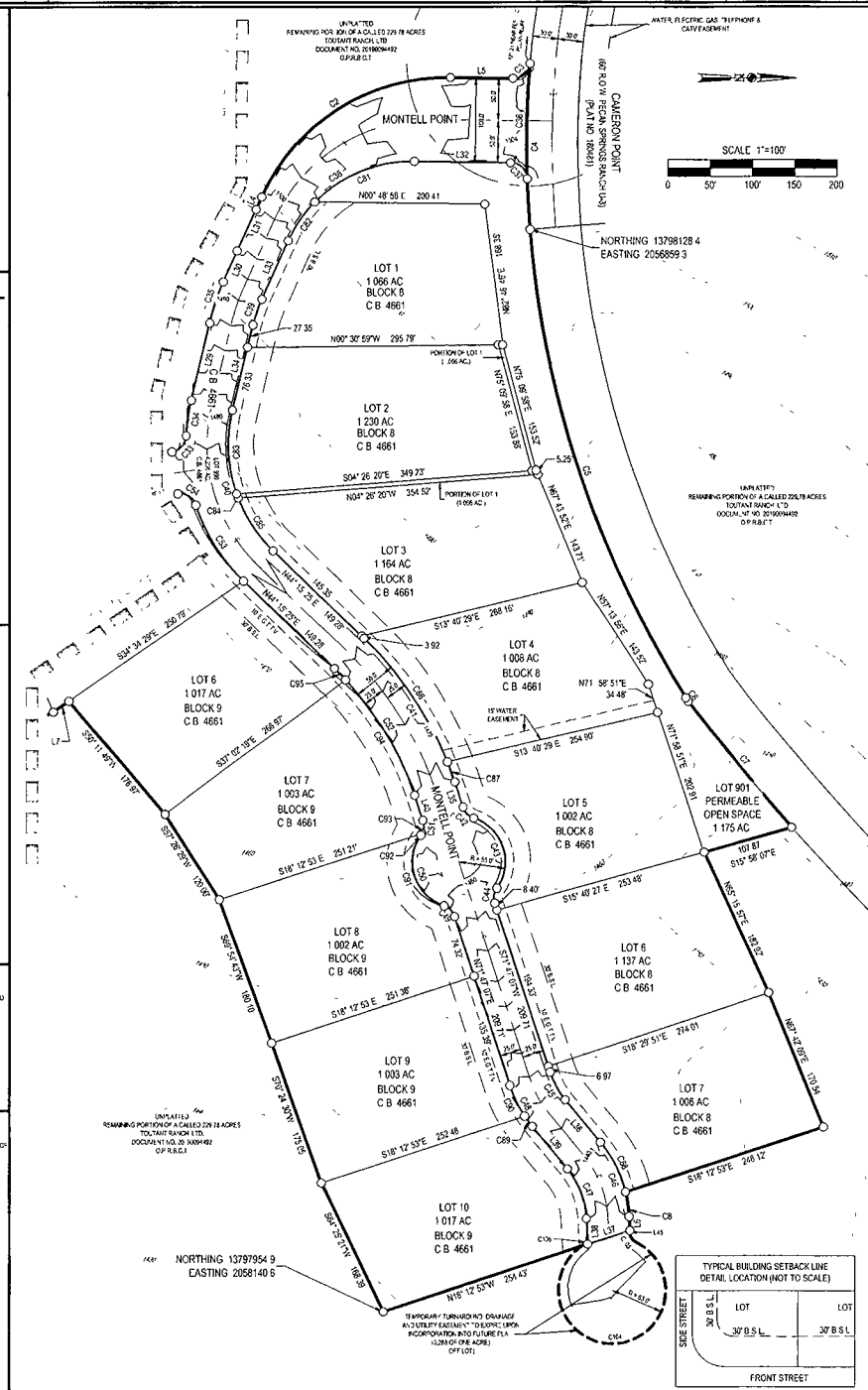
KYLE L. PRESSLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 8528  
KYLE.PRESSLER@MATKINHOOVER.COM  
MATKINHOOVERENGINEERING.COM

STATE OF TEXAS  
COUNTY OF BEAR

KYLE L. PRESSLER  
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MATKINHOOVERENGINEERING.COM

STATE OF TEXAS  
COUNTY OF BEAR

GARRETT D. KELLER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 11, STATE OF TEXAS  
MATKINHOOVERENGINEERING.COM



**PLAT NO: 19-11800317**

**SUBDIVISION PLAT ESTABLISHING  
PECAN SPRINGS UNIT 1 (P.U.D.)**

A 36.61 ACRE TRACT OF LAND, INCLUSIVE OF OFF-SITE EASEMENTS, OUT OF THE FRANCISCO RODRIGUEZ SURVEY NO. 410, ABSTRACT 410, COUNTY BLOCK 4673, THE AS KINCHLOE SURVEY NO. 410, ABSTRACT 410, COUNTY BLOCK 4664 AND THE JUAN CASSILLAS SURVEY NO. 411, ABSTRACT 156, COUNTY BLOCK 4672, BEAR COUNTY TEXAS AND BEING A PORTION OF A CALLED 228.78 ACRE TRACT OF LAND AS CONVEYED TO TANTAL RANCH, LTD., OF RECORD IN DOCUMENT NO. 20190094182 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY TEXAS

**MATKINHOOVER**  
ENGINEERING & SURVEYING

5701 ROCKWELL  
SUITE 100  
DALLAS, TEXAS 75244  
TEL: 972.412.1100  
FAX: 972.412.1101  
WWW.MATKINHOOVER.COM

STATE OF TEXAS  
COUNTY OF BEAR

I, THE ENGINEER, HEREBY CERTIFY THAT I AM A PERSONAL AND AUTHORIZED AGENT OF THE PUBLIC COUNTY OF BEAR TEXAS AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

STATE OF TEXAS  
COUNTY OF BEAR

I, THE ENGINEER, HEREBY CERTIFY THAT I AM A PERSONAL AND AUTHORIZED AGENT OF THE PUBLIC COUNTY OF BEAR TEXAS AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

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