

CITATION

THE STATE OF TEXAS

TO: WINDERMERE OAKS WATER SUPPLY CORPORATION
REGISTERED AGENT, BOB MEBANE
424 COVENTRY
SPICEWOOD, TEXAS 78669

343

018

1029

Defendant, in the hereinafter styled and numbered cause:

YOU ARE HEREBY COMMANDED to appear before the 33rd District Court of Burnet County, Texas, by filing a written answer to the Plaintiff's *PLAINTIFF'S ORIGINAL PETITION FOR MANDAMUS AND DISCOVERY REQUESTS* on or before 10 o'clock a.m. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause number **47531** filed in said court on December 12, 2017.

Plaintiff's Attorney:

BILL ALESHIRE

Attorney's Address:

700 LAVACA, SUITE 1400

AUSTIN, TEXAS 78701

Plaintiff(s):

TOMA INTEGRITY, INC.

Defendant(s):

WINDERMERE OAKS WATER SUPPLY
CORPORATION

"You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office in Burnet, Texas, on this the 12th day of December, 2017.

DELIVERED
20 Day of Dec 20 17
4:15 O'Clock P M
Calvin Boyd
Sheriff of Burnet County
By Mike Gingrich Deputy

Casie Walker

Casie Walker, District Clerk
1701 East Polk Street, Suite 90
Burnet, Texas 78611-2757

By: C. R. R. Deputy



RETURN OF SERVICE

CAUSE NO. 47531

TOMA INTEGRITY, INC.	§	IN THE DISTRICT COURT OF
V.	§	BURNET COUNTY, TEXAS
WINDERMERE OAKS WATER SUPPLY CORPORATION	§	33RD DISTRICT COURT

SERVE: WINDERMERE OAKS WATER SUPPLY CORPORATION
REGISTERED AGENT, BOB MEBANE
424 COVENTRY
SPICEWOOD, TEXAS 78669

Came to hand on the _____ day of _____, 20____, at _____, o'clock _____.m., and executed in _____ County, Texas by delivering to each of the within named defendants in person, a true copy of this Citation with the date of delivery endorsed thereon, at the following times and places, to-wit:

Name	Date/Time
_____	_____

Place, Course and Distance from Courthouse

And not executed as to the defendant(s), _____

The diligence used in finding said defendant(s) being: _____

and the cause or failure to execute this process is: _____

and the information received as to the whereabouts of said defendant(s) being: _____

FEES:		_____	_____
Serving Petition and Copy	\$ _____	_____	_____, Officer
Total	\$ _____	_____	_____ County, Texas
		_____	_____, Deputy
		_____	_____, Affiant

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT

In accordance with TRCP Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

My name is _____, my date of birth is _____, and my address is _____
(First Middle Last)

(Street City State Zip Code Country)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____ day of _____.

Declarant / Authorized Process Server

(Id # / Expiration of Certification)

CAUSE NO. 47531

TOMA INTEGRITY, INC.
Plaintiff

v.

WINDERMERE OAKS WATER SUPPLY
CORPORATION
Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

BURNET COUNTY

Burnet County - 33rd District Court

~~JUDICIAL DISTRICT~~

**PLAINTIFF'S ORIGINAL PETITION FOR MANDAMUS
AND DISCOVERY REQUESTS**

TO THE HONORABLE JUDGE OF THIS COURT:

Plaintiff TOMA Integrity, Inc. files this Original petition against Defendant Windermere Oaks Water Supply Corporation ("WOWSC") seeking to enforce the Texas Open Meetings Act and allege as follows:

NATURE OF THE CASE AND DISCOVERY CONTROL PLAN

1. a. Discovery will be conducted under TRCP 190.3, Level 2.
- b. Tex. Gov't Code Section 551.041 (the Texas Open Meetings Act (TOMA)) requires a governmental body like the Windermere Oaks Water Supply Corporation (WOWSC) to announce each subject its board will consider at a meeting. This fundamental requirement keeps our government from acting in secret and hiding its intentions from taxpayers/ratepayers.
- c. But on December 19, 2015, the WOWSC Board, without any competitive bid process or public announcement of their intent, sold valuable property belonging to WOWSC to a business owned by one of the Board members. To make matters worse, the Board also gave the Board member a right-of-first-refusal for the purchase of even more WOWSC property. There was no item on the meeting agenda giving fair notice to the public, or WOWSC ratepayers, that any WOWSC property would be sold. This was a blatant violation of the Texas Open Meetings

Act, and the remedy is for this Court to declare that action void.

CLAIM FOR RELIEF

2. Plaintiff seeks monetary relief of \$100,000 or less and nonmonetary mandamus and injunctive relief. TRCP 47(c)(2).

PARTIES

3. a. Plaintiff TOMA Integrity, Inc. is a nonprofit corporation formed by WOWSC ratepayers whose purpose includes, but is not limited to, encourage honesty and integrity in the management and development of properties owned or served by WOWSC and promote open government and effective public oversight of governmental actions that affect the served area. TOMA Integrity, Inc. is an interested person for purposes of TOMA plaintiff status. TOMA Integrity, Inc. can be served through its attorney-of-record in this case.

b. Defendant Windermere Oaks Water Supply Corporation is “governmental body” as defined by the Texas Open Meetings Act. *See* Tex. Gov’t Code section 551.001(3)(K) (“a nonprofit corporation organized under Chapter 67, Water Code, that provides a water supply or wastewater service, or both, and is exempt from ad valorem taxation under Section 11.30, Tax Code”). WOWSC is a defendant pursuant to TOMA section 551.142 as the governmental body who violated the meeting notice requirement of TOMA Section 551.041. WOWSC can be served through its registered agent, Bob Mebane, 424 Coventry, Spicewood, Texas 78669.

JURISDICTION & VENUE

4. The Court has jurisdiction over this case under TOMA section 551.142 which also makes venue mandatory in this Court.

FACTS

5. a. The facts stated in Paragraph 1 above are incorporated herein.

b. TOMA section Sec. 551.041 says, “NOTICE OF MEETING REQUIRED. A governmental body shall give written notice of the date, hour, place, and subject of each meeting held by the governmental body.” Courts have construed this provision. “The notice ... must be sufficiently specific to alert the general public to the topics to be considered at the upcoming meeting.” *City of Laredo v. Escamilla*, 219 S.W.#d 14, 19 (Tex. App.—San Antonio 2006 pet. denied). “To determine if the notice sufficiently informs the public of the topic under discussion, the court will focus its analysis on comparing the content of the notice given and the action taken at the meeting.” *Markowski v. City of Marlin*, 940 S.W.2d 720, 726 (Tex. App.—Waco 1997, no writ) (citing *Rettberg*, 873 S.W.2d at 412; *Point Isabel Indep. Sch. Dist. v. Hinojosa*, 797 S.W.2d 176, 180 (Tex.App.—Corpus Christi 1990, writ denied) (emphasis added). “The notice must be more specific if the public has a special interest in the topic under discussion.” *Id.* The WOWSC ratepayers have a special interest in sale of WOWSC property, particularly when the property sale is an insider deal with a Board member, without competition, and at a below-market price.

c. “Content of the Notice Given”: Attached is Exhibit P-1, the meeting notice of the WOWSC Board for December 19, 2015. No action item on that agenda gave the public a hint that the Board was considering selling WOWSC property. Even though the agenda included a vague notice that the Board would “discuss” items in executive session (“5. Executive session to discuss real estate, personnel, or legal matters.”), the agenda also said, “Items 2 through 4 are posted for discussion and possible action by the Board.” So, the public was told that Item 5 was not an action item. Regardless, the vague, generic notice of Item 5 does not comply with the TOMA. See *Cox Enterprises v AISD*, 706 S.W.2d 956, 959 (Tex. 1986) (“The Act’s purposes

cannot be circumvented by mere reference to one of the [executive session] exceptions. The advance notice given under section [now, 551.041] should specifically disclose the subjects to be considered at the upcoming meeting.”).

d. “The Action Taken at the Meeting”: A comparison of the agenda meeting notice to the minutes reveals the TOMA notice violation on the sale of WOWSC property to a business owned by WOWSC’s director Dana Martin. Attached Exhibit P-2 are the minutes of the WOWSC Board meeting on December 19, 2015. The minutes include the following entry of action on a subject that was not included on the meeting agenda:

Out of Executive Session at 11:30 AM. Pat Mulligan made a motion to accept a proposal from Friendship Homes and Hangers to purchase 4 acres of land at the old WWTP to net \$200,000.00 to the Windermere Oaks Water Supply Corporation to be used to reduce the outstanding loan from the new waste water treatment plant. Motion seconded by Mike Madden. Board Members in favor Bob Mebane, Pat Mulligan, Mike Madden, and Dana Martin recused herself from the vote and the executive session.

As is shown in the attached Exhibit P-3, officers of WOWSC, in reliance on this unlawful vote of December 19, 2015, subsequently executed documents to sell the WOWSC property and grant the buyer a right-of-first-refusal that was not even included in the motion, let alone included in an TOMA-compliant meeting notice.

e. TOMA Integrity challenges all actions of the WOWSC Board to sell or agree to a right-of-first-refusal of the WOWSC property because the Board actions violated TOMA and should be declared void.¹

¹ Although not directly related to the claim in this lawsuit, the December 19, 2015 minutes also indicate that Board discussed specific matters under an inadequately worded “old business” agenda Item #4. TOMA does not permit the board to even *discuss* subjects (regardless of whether the Board votes on the subjects) without meeting the TOMA meeting notice requirement. This discussion also violated TOMA.

COUNT 1 – SUIT FOR MANDAMUS/INJUNCTIVE RELIEF

6. The facts stated above are incorporated here as the basis for this cause of action for mandamus and injunctive relief. *See* TOMA, Tex. Gov't Code section 551.142(a) ("Sec. 551.142. MANDAMUS; INJUNCTION. (a) An interested person, including a member of the news media, may bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of this chapter by members of a governmental body."). Plaintiff brings this suit for mandamus against the Windermere Oaks Water Supply Corporation and asks the Court to declare void the action the WOWSC Board took on December 19, 2015 to sell WOWSC property and grant a permanent injunction requiring the Board to take all necessary actions to reclaim the WOWSC property and property rights sold based on the December 19, 2015 vote.

CONDITIONS PRECEDENT

7. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

ATTORNEY FEES

8. Plaintiff has retained the under-signed attorney to bring this action. Plaintiff asks the court to award costs and reasonable and necessary attorney fees pursuant to TOMA section 551.142(b).

DISCOVERY REQUESTS

9. Plaintiff's first discovery requests to Defendant are attached to this petition and response is due within 50 days after service.

PRAYER

For these reasons, Plaintiff asks the Court to set this matter for hearing on mandamus to declare void the action the WOWSC Board took on December 19, 2015 to sell WOWSC property, as enumerated above, and grant a permanent injunction to require the WOWSC Board to take all

PLAINTIFF'S ORIGINAL PETITION

Page 5 of 6

steps necessary to reclaim the WOWSC property sold and the first-right-of-refusal granted based on the void authorization of sale by the Board on December 19, 2017. Plaintiff asks the Court to award Plaintiff costs and reasonable and necessary attorney fees, and to grant Plaintiff all other relief to which it may be entitled.

Respectfully submitted,



Bill Aleshire
Bar No. 24031810
AleshireLAW, P.C.
700 Lavaca, Suite 1400
Austin, Texas 78701
Telephone: (512) 320-9155
Cell: (512) 750-5854
Facsimile: (512) 320-9156
Bill@AleshireLaw.com

ATTACHED: Plaintiff's First Discovery Requests

NOTICE OF OPEN MEETING

The Board of Directors of the
Windermere Oaks Water Supply Corporation
9:00 AM Saturday, December 19, 2015

At the
Windermere Oaks Water Supply Corporation
424 Coventry Road
Spicewood, Texas 78669

This meeting has been called as a matter of public necessity. To submit written statements, obtain copies of the agenda, and/or for further information, please call or write the Corporation at Windermere Oaks Water Supply Corporation, 424 Coventry Road, Spicewood, Texas 78669

December 14, 2015 Mike Madden, (Secretary/Treasurer)

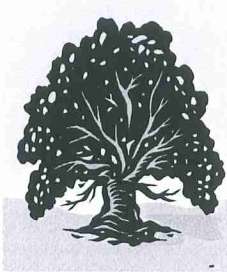
**TAKE NOTICE THAT A MEETING OF THE ABOVE-REFERENCED
BOARD OF DIRECTORS OF WINDERMERE OAKS WATER SUPPLY CORPORATION**

will commence at the time and location as noted above to consider and act upon any lawful subject which may come before it, including, among others, considering the adoption of resolutions and authorizing procedures in connection with the subjects as listed below. This public meeting is being held pursuant to Texas Government Code §551.001 et seq. All actions and deliberations of the Board shall be made in Open Meeting unless taken in an Executive Session pursuant to Government Code §§551.071-551.085 to discuss an item listed below under Executive Session. In the event of a noticed Executive Session, no action will be taken by the Board until the Board has closed the Executive Session and returned to the noticed Open Meeting. All meetings shall be recorded.

AGENDA:

1. Roll Call and determination of Quorum
2. Review and approve prior meeting minutes 12-07-2015
3. Discussion and possible action on entering into a contract with Corix Utilities for Repair and Maintenance of WOWSC Water and Sewer System.
4. Review of "old" business, Introduction of new business
5. Executive session to discuss real estate, personnel or legal matters
6. Adjournment

Items 2 through 4 are posted for discussion and possible action by the Board. No action under Item 4 Old Business, will be taken unless the item in question has been noticed in a previous agenda and continued by the Board for action at this meeting.



Windermere Oaks Water Supply Corporation

424 Coventry Rd
Spicewood, Texas 78669

2015 Board of Directors:
Bob Mebane, President
Dana Martin, Vice President
Mike Madden, Secretary/Treasurer
Bill Earnest, Director
Pat Mulligan, Director

Open Board of Directors meeting held: Saturday, December 19, 2015

Board Members Present:

Bob Mebane
Dana Martin
Mike Madden
Pat Mulligan

Minutes

Bob Mebane called the meeting to order at 9:00 AM, A quorum was established with four board members present one board member absent Bill Earnest.

Motion was made by Dana Martin to approve minutes of 12-07-2015 WOWSC Board Meeting, seconded by Pat Mulligan unanimous approval by all board members present

Discussion was held by Board on entering into a contract with Corix Utilities for repair and maintenance of WOWSC Water and Sewer System. George Burriss reviewed with the board the proposal from Corix. Pat Mulligan made a motion that WOWSC BOD approve that George Burriss (Water Management Inc.) enter into a contract with Corix to provide Operation and repair and maintenance to WOWSC contingent upon our attorney approving the contract. Seconded by Mike Madden Unanimous approval by board members present.

Under Old Business Dana is still researching the lift station that is located on Susan Reed's Property adjacent to the Tennis Village. Dana will also contact Gary Martin who had done research on this lift station when he was on the board. George and Dana to come up with numbers for the 2016 Budget for macerators for the Tennis Village. Discussed Issues with lot 254 owned by Ken Penner. Dana will talk to Mr. Penner regarding survey of the lot which shows The water line on the survey. No New Business

Went into Executive Session at 10:25 AM to discuss real estate, personnel, or legal matters.

Out of Executive Session at 11:30 AM. Pat Mulligan made a motion to accept a proposal from Friendship Homes and Hangers to purchase 4 acres of land at the old WWTP to net \$200,000.00 to the Windermere Oaks Water Supply Corporation to be used to reduce the outstanding loan from the new waste water treatment plant. Motion seconded by Mike Madden. Board Members in favor Bob Mebane, Pat Mulligan, Mike Madden, and Dana Martin recused herself from the vote and the executive session.

Motion to adjourn was made by Pat Mulligan, seconded by Bob Mebane, unanimous approval of board members present. Meeting adjourned 11:45 AM

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265



B. Type of Loan					
1. ☐ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File Number 37112	7. Loan Number	8. Mortgage Insurance Case Number
4. ☐ VA	5. ☐ Conv. Ins.				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.					
D. Name and Address of Borrower FRIENDSHIP HOMES & HANGARS, LLC 424 COVENTRY ROAD SPICEWOOD, TX 78669		E. Name and Address of Seller WINDERMERE OAKS WATER SUPPLY CORPORATION 424 COVENTRY RD. SPICEWOOD, TX 78669		F. Name and Address of Lender ANNE MCCLURE WHIDDEN TRUST 230 COVE CREEK DRIVE SPICEWOOD, TX 78669	
G. Property Location PIPER LANE SPICEWOOD, TEXAS 78669 TRACTS H1-H2 ON PIPER LANE BURNET COUNTY, TEXAS			H. Settlement Agent SERVICE TITLE COMPANY Place of Settlement 117 MAIN STREET MARBLE FALLS, TEXAS 78654		
			I. Settlement Date 03/11/16 DD: 03/11/16		
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract sales price 203,000.00			401. Contract sales price 203,000.00		
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400) 366.25			403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes to			406. City/town taxes to		
107. County taxes to			407. County taxes to		
108. Assessments to			408. Assessments to		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER 203,366.25			420. GROSS AMOUNT DUE TO SELLER 203,000.00		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER			500. REDUCTIONS IN AMOUNT TO SELLER		
201. Deposit or earnest money 1,500.00			501. Excess Deposit (see instructions)		
202. Principal amount of new loan(s) 200,000.00			502. Settlement charges to seller (line 1400) 3,000.00		
203. Existing loan(s) taken subject to			503. Existing loans taken subject to		
204. (P.O.C. AFTER CK \$500.00)			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes to			510. City/town taxes to		
211. County taxes to			511. County taxes to		
212. Assessments to			512. Assessments to		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY / FOR BORROWER 201,500.00			520. TOTAL REDUCTION AMOUNT DUE SELLER 3,000.00		
300. CASH AT SETTLEMENT FROM OR TO BORROWER			600. CASH AT SETTLEMENT TO OR FROM SELLER		
301. Gross amount due from borrower (line 120) 203,366.25			601. Gross amount due to seller (line 420) 203,000.00		
302. Less amounts paid by/for borrower (line 220) 201,500.00			602. Less reduction amount due to seller (line 520) 3,000.00		
303. CASH FROM BORROWER 1,866.25			603. CASH TO SELLER 200,000.00		

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and for Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SELLER SIGNATURE

SELLER2 SIGNATURE

EXHIBIT P-3

I. SETTLEMENT CHARGES:		File Number: 37112	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	@ =		
Division of commission (line 700) as follows:				
701.	\$ to			
702.	\$ to			
703.	Commission paid at Settlement			
704.				
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.		
801.	Loan Origination Fee %			
802.	Loan Discount %			
803.	Appraisal fee to			
804.	Credit report to			
805.	Lender's inspection fee to			
806.	Mtg. ins. application fee to			
807.	Assumption fee to			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
815.				
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901.	Interest from to @\$ /day			
902.	Mortgage insurance premium to			
903.	Hazard insurance premium yrs. to			
904.				
905.				
1000.	RESERVES DEPOSITED WITH LENDER FOR			
1001.	Homeowner's insurance mo. @\$ / mo.			
1002.	Mortgage insurance mo. @\$ / mo.			
1003.	City property taxes mo. @\$ / mo.			
1004.	County property taxes mo. @\$ / mo.			
1005.	Annual Assessments mo. @\$ / mo.			
1006.	mo. @\$ / mo.			
1007.	mo. @\$ / mo.			
1008.	Aggregate Reserve for Hazard/Flood Ins., City/County Prop Taxes, Mortgage Ins & Annual Assessments			
1100.	TITLE CHARGES			
1101.	Settlement or closing fee to			
1102.	Abstract or title search to			
1103.	Title examination to			
1104.	Title insurance binder to			
1105.	Document preparation to R. A. KLAEGER		200.00	125.00
1106.	Notary fees to			
1107.	Attorney's fees to			
(includes above item No.)				
1108.	Title insurance to SERVICE TITLE COMPANY		100.00	1,446.00
(includes above item No.)				
1109.	Lender's coverage 200,000.00 — 100.00			
1110.	Owner's coverage 203,000.00 — 1,446.00			
1111.	TAX CERTIFICATE Service Title Company			10.00
1112.				
1113.				
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201.	Recording fees Deed \$ 20.00 ; Mortgage \$ 24.00 ; Releases \$		44.00	
1202.	City/county/stamps Deed \$; Mortgage \$			
1203.	State tax/stamps Deed \$; Mortgage \$			
1204.	WD With Vendor's Lien		20.00	
1205.	Corp Resolution			20.00
1300.	ADDITIONAL SETTLEMENT CHARGES			
1301.	Survey to Watson Surveying			1,381.25
1302.	Pest inspection to			
1303.	Rec-Memo Right of First Refus Service Title Company		2.25	17.75
1304.				
1305.				
1306.				
1307.				
1308.				
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)		356.25	3,000.00

I have carefully reviewed this HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

FRIENDSHIP HOMES & HANGARS, LLC

WINDERMERE OAKS WATER SUPPLY

CORPORATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SERVICE TITLE COMPANY

03/11/05

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S.C. Section 1001 and Section 1010.

EXHIBIT P-3

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

GF NO. 37112 STC

WARRANTY DEED WITH VENDOR'S LIEN
(Vendor's Lien Reserved and Assigned to Third Party Lender)

THE STATE OF TEXAS

COUNTY OF BURNET

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, WINDERMERE OAKS WATER SUPPLY CORPORATION, a Texas Corporation, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, payable to the order of ANNE MCCLURE WHIDDEN TRUST, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to MARK E. MCCLURE, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto FRIENDSHIP HOMES & HANGARS, LLC, herein referred to as the "Grantee", whether one or more, the real property described as follows, to-wit:

Being Tract H2, of Tract H on Piper Lane, a subdivision in Burnet County, Texas, according to the Plat recorded in Clerk's Document No. 201601994, Official Public Records of Burnet County, Texas.

This conveyance, however, is made and accepted subject to:

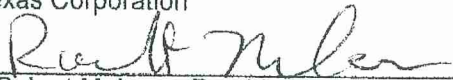
1. The Property shall be not used for any type of helicopter use.
2. Grantor retains a Fifty Foot (50') access easement over and across the West Property Line of Tract H2 as shown by plat recorded in Clerk's Document No. 201601994, Official Public Records of Burnet County, Texas.
3. Any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Burnet County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. That ANNE MCCLURE WHIDDEN TRUST ("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

EXECUTED this 11th day of March, 2016.

WINDERMERE OAKS WATER SUPPLY CORPORATION
a Texas Corporation

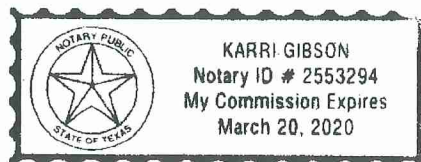

By: Robert Mebane, President

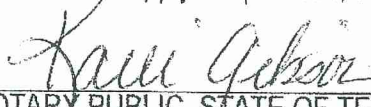
Grantee's Address:
424 COVENTRY ROAD
SPICEWOOD, TX 78669

STATE OF TEXAS

COUNTY OF BURNET

The foregoing instrument was acknowledged before me on the 13th day of March, 2016, by Robert Mebane, President of Windermere Oaks Water Supply Corporation, a Texas Corporation.




NOTARY PUBLIC, STATE OF TEXAS

OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered, executed and made this 10th day of March, 2016, at Marble Falls, Burnet County, Texas by Windermere Oaks Water Supply Corporation, Grantor and Friendship Homes & Hangars, LLC, Grantee.

WHEREAS, Grantor is the owner of certain real property located in Burnet County, Texas, hereinafter referred to as "the property" and being described as follows:

Tract I: Being the remainder of the 7.0255 acres tract located in the Maria Salinas Survey No. 17, in Burnet County, Texas, currently owned by Windermere Oaks Water Supply Corporation.

Tract II: Being a 4.027 acres tract located in the Maria Salinas Survey No. 17, in Burnet County, Texas, currently owned by Windermere Oaks Water Supply Corporation.

WHEREAS, Grantor has agreed and wishes to grant to Grantee a exclusive right of first refusal in connection with the hereinabove described real property, without Grantee becoming obligated to purchase said property;

THEREFORE IT IS AGREED AS FOLLOWS:

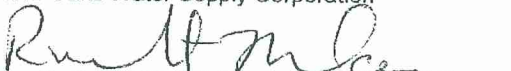
1. In consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the exclusive right and option of first refusal in the event Grantor, his heirs or assigns ever sells the property described herein.
2. In the event Grantor, his heirs or assigns should enter into any agreement or contract to sell part or all of the property herein described, Grantor shall notify Grantee, his heirs or assigns in writing by certified mail, to the address shown for Grantee hereinafter, or to such address as Grantee may designate to Grantor in writing, the complete terms and conditions of the agreement or contract of sale. Grantee shall have 10 days from receipt of such notice of sale, to advise Grantor if Grantee elects to exercise this exclusive right of first refusal. In the event Grantee elects to exercise his rights herein, Grantee shall notify Grantor by certified mail within the said 10 day period, and shall then proceed to close the transaction under the terms and conditions of the existing agreement or contract of sale. Should the Grantee elect not to exercise his first right of refusal, he shall so notify Grantor, and Grantor shall thereafter be free to proceed under the terms and conditions of the original offer of purchase and have no further obligations under this agreement to Grantee. In the event Grantee fails to advise Grantor of his intentions within the 10 day period, Grantee shall be deemed to have waived all rights under this agreement, and Grantor shall have no further obligations to Grantee and may proceed to close the transaction without any further notice or obligation to Grantee.
3. Grantor and Grantee agree to record a memorandum of this agreement in the Official Public Records of Burnet County, Texas. The intent of this agreement is to grant Grantee

the right and option to purchase the property should Grantor ever decide to sell or transfer same.

4. This right of first refusal shall remain in effect so long as Grantor, his successors or assigns shall hold title to the herein described real property, or at the end of 20 years from the date hereof, whichever shall first occur.

EXECUTED THIS 10th DAY OF MARCH, 2016.

Windermere Oaks Water Supply Corporation

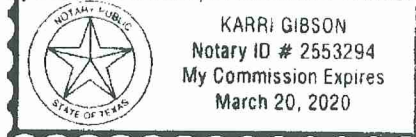

Robert Mebane, President, Grantor

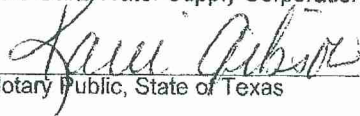
Friendship Homes & Hangars, LLC


Dana Martin, Manager, Grantee

STATE OF TEXAS
COUNTY OF BURNET

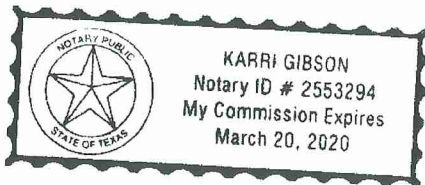
This instrument was acknowledged before me on the 13th day of March, 2016 by ~~Robert Mebane, President of Windermere Oaks Water Supply Corporation.~~

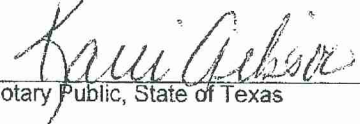



Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 13th day of March, 2016 by Dana Martin, Manager of Friendship Homes & Hangars, LLC.




Notary Public, State of Texas

MEMORANDUM OF RIGHT OF FIRST REFUSAL

STATE OF TEXAS

COUNTY OF BURNET

This memorandum of Right of First Refusal is executed concurrently with a formal right of first refusal contract, and both this memorandum and the first refusal contract constitute an agreement between Windermere Oaks Water Supply Corporation and Friendship Homes & Hangars, LLC referred to herein as Grantor and Grantee, relating to the following real property situated in Burnet County, Texas:

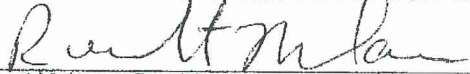
Tract I: Being the remainder of the 7.0255 acres tract located in the Maria Salinas Survey No. 17, in Burnet County, Texas, currently owned by Windermere Oaks Water Supply Corporation.

Tract II: Being a 4.027 acres tract located in the Maria Salinas Survey No. 17, in Burnet County, Texas, currently owned by Windermere Oaks Water Supply Corporation.

Windermere Oaks Water Supply Corporation, Grantor hereby grants, for valuable consideration described in the First Refusal Contract, to Friendship Homes & Hangars, LLC, Grantee the exclusive right of first refusal to buy the above described property under terms and conditions set forth in said first refusal contract. This right of First Refusal shall expire 20 years from the date hereof, unless exercised or extended prior to such date of expiration.

EXECUTED THIS 10TH DAY OF MARCH, 2016.

WINDERMERE OAKS WATER SUPPLY CORPORATION


Robert Mebane, President

FRIENDSHIP HOMES & HANGARS, LLC

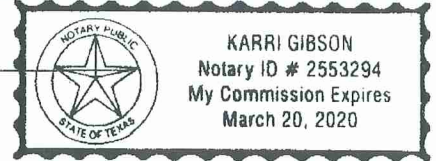

Dana Martin, Manager

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 13th day of March, 2016
by Robert Mebane, President of Windermere Oaks Water Supply Corporation.

Karri Gibson
Notary Public, State of Texas

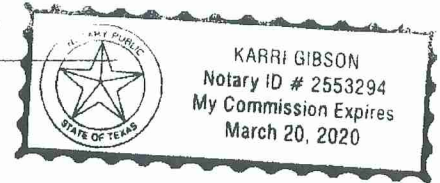


STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 13th day of March, 2016
by Dana Martin, Manager of Friendship Homes & Hangars, LLC.

Karri Gibson
Notary Public, State of Texas



ADDITIONAL CLOSING DOCUMENTS

SERVICE TITLE COMPANY
117 Main Street
Marble Falls, Texas 78554

BUYER: FRIENDSHIP HOMES & HANGARS, LLC

SELLER: WINDERMERE OAKS WATER SUPPLY and CORPORATION

LENDER: ANNE MCCLURE WHIDDEN TRUST

PROPERTY: Tract I: Being Tract H1, of Tract H on Piper Lane, a subdivision in Burnet County, Texas, according to the Plat recorded in Clerk's Document No. 201601994, Official Public Records of Burnet County, Texas.

Tract II: Being Tract H2, of Tract H on Piper Lane, a subdivision in Burnet County, Texas, according to the Plat recorded in Clerk's Document No. 201601994, Official Public Records of Burnet County, Texas.

By initialling one or more of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by SERVICE TITLE COMPANY and affirms the representations made by them to SERVICE TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both SERVICE TITLE COMPANY and its title insurance underwriter in interest. Singular reference to "Seller" and "Buyer" includes multiple individuals/entities identified above. Any numbered item not applying to this transaction may be crossed out.

Buyer's Initials

1) **WAIVER OF INSPECTION.** In consideration of the issuance by SERVICE TITLE COMPANY to BUYER of an Owner Policy of Title Insurance guaranteeing good and indefeasible title to the Property subject to the Policy's terms and conditions, BUYER hereby waives any obligation on the part of SERVICE TITLE COMPANY to inspect the Property. Buyer agrees to accept an Owner Policy containing the following Schedule "B" exception: "RIGHTS OF PARTIES IN POSSESSION". Within the meaning of this exception, "possession" shall include open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located. Buyer agrees to be fully responsible for inspecting the Property to determine the rights of any party in possession and assumes full responsibility for obtaining possession from its present occupants.

Buyer's Initials

2) **RECEIPT OF COMMITMENT.** BUYER acknowledged having received and reviewed a copy of the preliminary Title Commitment issued in connection with the above referenced transaction and understands that BUYER's Owner Policy will contain the exceptions set forth in Schedule "B" of the Commitment, together with any additional exceptions to title resulting from the documents involved in this transaction.

Buyer's Initials

3) **UNSURVEYED PROPERTY.** BUYER understands that no up to date survey of the Property has been done in connection with this transaction and that the Owner Policy to be issued to BUYER will not provide title insurance coverage against encroachment of improvements, boundary conflicts, or other matters that would be found by a current survey. SERVICE TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and SERVICE TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land engineering company, or a private flood plain consultant.

Buyer's Initials

4) **ACCEPTANCE OF SURVEY.** BUYER has received and reviewed a copy of the survey of the property made in connection with this transaction and acknowledges being aware of any encroachment/conflict/discrepancy disclosed by the survey.

Seller's Initials

Buyer's Initials

5) **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge understanding that these proration are based either on tax amounts for the preceding year or ON ESTIMATES OF THE APPRAISED VALUE AND/OR ESTIMATED TAX RATES for the current year. Seller agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to SERVICE TITLE COMPANY. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that SERVICE TITLE COMPANY shall have no further liability or obligation with respect to these prorations.

Buyer's Initials

6) **TAX RENDITION AND EXEMPTIONS.** Although the Central Appraisal District (CAD) may independently determine BUYER'S new ownership and billing address through deed record research, BUYER is still obligated by law to "render" the Property for taxation, by notifying the CAD of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by seller (e.g., homestead or over 65). To the extent that BUYER may qualify to continue these exemptions, it is the responsibility of BUYER to satisfy requirements of the CAD within the period of time allowed. BUYER acknowledges understanding these obligations and the fact that SERVICE TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership tax billing address, or status of exemptions.

Buyer's Initials

7) **HOMEOWNER'S ASSOCIATION.** BUYER acknowledged notification that ownership of the property involves membership in a Homeowner's or Property Owner's Association, to which monthly or annual dues or assessments will be owed that may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER directly to ascertain the exact amount of future dues or assessments. SERVICE TITLE COMPANY disclaims any knowledge of, and has made no representations with respect to, the Association's annual budget, pending repairs or deferred maintenance, if any, or other debt of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

SELLER

BUYER

WINDERMERE OAKS WATER SUPPLY CORPORATION

FRIENDSHIP HOMES & HANGARS, LLC

ROBERT MEGANE, PRESIDENT

DANA MARTIN, Manager

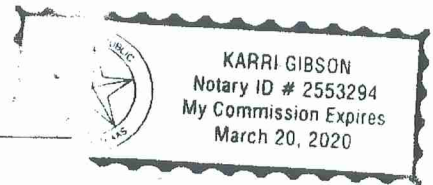
STATE OF TEXAS

COUNTY OF BURNET

Service Title Company

This instrument was acknowledged before me on the 15th day of March, 2016, by
DANA MARTIN, MANAGER OF FRIENDSHIP HOMES & HANGARS, LLC.

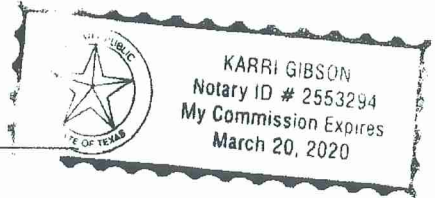
Karri Gibson
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the 15th day of March, 2016, by
ROBERT MEBANE, PRESIDENT OF WINDERMERE OAKS WATER SUPPLY and CORPORATION.

Karri Gibson
NOTARY PUBLIC, STATE OF TEXAS



**TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS, AND POSSESSION**

SERVICE TITLE GF# 37112
SUBJECT PROPERTY: TRACTS H1-H2 ON PIPER LANE BURNET COUNTY, TEXAS
STATE OF TEXAS
COUNTY OF BURNET

Before me, the undersigned authority on this day personally appeared, Seller or Owner-Borrower*:

WINDERMERE OAKS WATER SUPPLY CORPORATION

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party

Approximate Amount

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor

Approximate Amount

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No parties in possession other than affiant except as follows: _____

(if NONE write NONE on blank line)

*5. To be filled in if a sale - * The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is:

(ID OR SS #):

74-2785317

Seller's address:

424 Coventry, Spicewood TX 78669

SALES PRICE: \$203,000.00

TAX PRORATION CREDIT TO SELLER: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Kurt M. Mc
WINDERMERE OAKS WATER SUPPLY

CORPORATION

Sworn to and subscribed before me this 13th day of March, 2016.



KARRI GIBSON
Notary ID # 2553294
My Commission Expires
March 20, 2020

Karri Gibson
Notary Public in and for Burnet County, Texas

*Note: This form is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

EXHIBIT P-3

CORPORATE RESOLUTION

Date: March 10, 2016

Corporation: Windermere Oaks Water Supply Corporation

President: Robert Mebane

Secretary: Mike Madden

Date of Meeting of Board of Directors: February 22, 2016

We, the President and Secretary of the corporation, certify the following facts:

1. The corporation is organized and operating under the laws of Texas, is qualified to do business here, and is in good standing.

2. No proceeding for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the corporation are pending.

3. Neither the articles of incorporation nor bylaws of the corporation limit the property of the Board of Directors to pass the resolution below.

4. The President and Secretary are the persons authorized to make and sign this resolution.

5. The Secretary keeps the records and minutes of the proceeding of the Board of Directors of the corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed; and it is now in effect.

6. The resolution below was legally adopted on the date of the meeting of the Board of Directors, which was called and held in accordance with the law and the bylaws of the corporation, at which a quorum was present.

7. This resolution has been adopted by the Board of Directors:

It is resolved that Windermere Oaks Water Supply Corporation shall sell to Friendship Homes & Hangars, LLC all of its interest in and to the following described real property situated in Burnet County, Texas, to-wit:

Being Tract H1 and H2, of Tract H on Piper Lane, a subdivision in Burnet County, Texas, as shown by plat recorded in Clerk's Document No. 201601994, Official Public Records of Burnet County, Texas.

It is further resolved that the President and/or Secretary of the Corporation are hereby authorized to negotiate the terms and conditions of said sale.

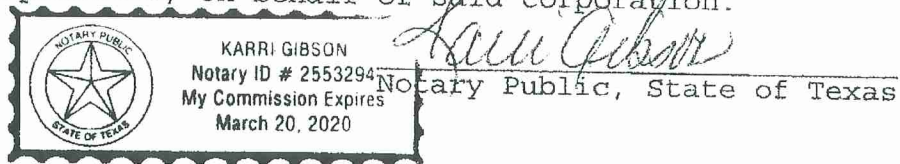
It is Further resolved that the President and/or Secretary of said Corporation are hereby authorized to sign on behalf of the Corporation, all deeds, Affidavits, Closing Statements, Resolutions and any other documents necessary or appropriate for the sale of such property.

Robert Mebane
Robert Mebane, President
Mike Madden
Mike MADDEN, Secretary

STATE OF TEXAS

COUNTY OF BURNET

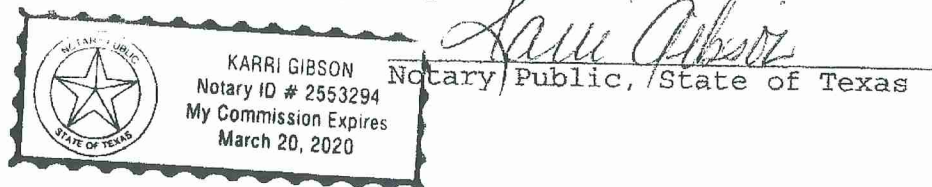
This instrument was acknowledged before me on the 13th day of March, 2016 by Robert Mebane, President of Windermere Oaks Water Supply Corporation, on behalf of said corporation.



STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on the 13th day of March, 2016 by Mike Madden, Secretary of Windermere Oaks Water Supply Corporation.



CAUSE NO. _____

TOMA INTEGRITY, INC.	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
	§	
v.	§	BURNET COUNTY
	§	
WINDERMERE OAKS WATER SUPPLY	§	
CORPORATION	§	
<i>Defendant</i>	§	_____ JUDICIAL DISTRICT

**ATTACHED TO AND SERVED WITH ORIGINAL PETITION:
PLAINTIFF'S REQUEST FOR DISCLOSURE, REQUEST FOR ADMISSIONS,
AND REQUEST FOR PRODUCTION**

TO: Defendant Windermere Oaks Water Supply Corporation [SERVED WITH ORIGINAL PETITION].

I. Instructions

Plaintiff serves these Request for Disclosure, Requests for Admissions, and Requests for Production pursuant to Texas Rule of Civil Procedure 194, 198, and 196. Defendant must admit or deny each Request for Admission. Defendant must produce all requested documents (as they are kept in the ordinary course of business or organized and labeled to correspond with categories in each request) that are in Defendant's actual or constructive possession, custody, control, for inspection and copying. Defendant must serve the answers on Plaintiff's attorney of record, Bill Aleshire, AleshireLAW, P.C., at 700 Lavaca, Suite 1400, Austin, Texas 78701 not more than fifty (50) days after service.

REQUEST FOR DISCLOSURE

Under Texas Rule of Civil Procedure 190 and 194, Plaintiff requests that defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2(a thru f and i) and Rule 190.2(b)(6) all documents, electronic information, and tangible items that Defendant has in its possession, custody, or control and that it may use to support its claims or defenses in this case.

REQUEST FOR ADMISSIONS

Pursuant to rule 198 of the Texas Rules of Civil Procedure, each Defendant is requested to admit the truth of each of the relevant matters stated in the following list of facts requested to be admitted. **Each of the matters of which an admission is requested will be deemed admitted unless, within 50 (fifty) days after service, you deliver or cause to be delivered to Plaintiff's attorney, Bill Aleshire, AleshireLAW, PC, 700 Lavaca, Suite 1400, Austin, Texas 78701, a statement denying specifically each matter of which an admission is requested, objecting to the admission and stating the reason(s) for your objection, or stating in detail the reason(s) you cannot truthfully admit or deny the matter.** Please note that if, after you submit your responses to these requests for admissions, you learn that any such response was either incomplete when made, or, although complete and correct when made, it is no longer complete and correct, you must amend or supplement your response reasonably promptly after you discover the necessity for such a response. Any amended or supplemental response made less than thirty days before trial will be presumed not to have been made reasonably promptly. A failure to make, amend, or supplement a response in a timely manner may result in your not being able to introduce into evidence the material or information not timely disclosed.

REQUEST FOR ADMISSION No. 1. Admit or Deny

Exhibit P-1, attached to Plaintiff's Original Petition, is a genuine copy of the Windermere Oaks Water Supply Corporation Board meeting agenda for December 19, 2015.

REQUEST FOR ADMISSION No. 2. Admit or Deny

Exhibit P-2, attached to Plaintiff's Original Petition, is a genuine copy of Windermere Oaks Water Supply Corporation Board meeting minutes for December 19, 2015.

REQUEST FOR ADMISSION No. 3. Admit or Deny

Exhibit P-3, attached to Plaintiff's Original Petition, is a genuine copy of the closing papers of the sale of property by Windermere Oaks Water Supply Corporation to Friendship Homes and Hangars on or about March 10, 2016.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION No. 1. If you did not admit Request for Admission No. 1, produce a copy of Windermere Oaks Water Supply Corporation Board meeting agenda for December 19, 2015.

REQUEST FOR PRODUCTION No. 2. If you did not admit Request for Admission No. 2, produce a copy of Windermere Oaks Water Supply Corporation Board meeting minutes for

December 19, 2015.

REQUEST FOR PRODUCTION No. 3. If you did not admit Request for Admission No. 3, produce a copy of the closing papers of the sale of property by Windermere Oaks Water Supply Corporation to Friendship Homes and Hangars on or about March 10, 2016.

Respectfully submitted,



Bill Aleshire
Bar No. 24031810
AleshireLAW, P.C.
700 Lavaca, Suite 1400
Austin, Texas 78701
Telephone: (512) 320-9155
Cell: (512) 750-5854
Facsimile: (512) 320-9156
Bill@AleshireLaw.com
ATTORNEY FOR PLAINTIFF