Greater Edwards Aquifer Alliance

Member Organizations

Alamo, Austin, and Lone Star chapters of the Sierra Club
Bexar Audubon Society
Austin, Bexar and Travis Green Parties
Bexar Grotto
Boerne Together
Bulverde Neighborhood Alliance
Bulverde Neighbors for Clean Water
Cibolo Nature Center
Citizens for the Protection of Cibolo Creek
Comal County Conservation Alliance
Environment Texas
First Universalist Unitarian Church of San Antonio
Friends of Canyon Lake
Friends of Dry Comal Creek
Friends of Government Canyon
Fuerza Unida
Green Society of UTSA
Guadalupe River Road Alliance
Guardians of Lick Creek
Headwaters at Incarnate Word
Helotes Heritage Association
Kendall County Well Owners Association
Kinney County Ground Zero
Leon Springs Business Association
Medina County Environmental Action
Native Plant Society of Texas – SA
Northwest Interstate Coalition of Neighborhoods
Preserve Castroville
Preserve Lake Dunlop Association
Preserve Our Hill Country Environment
San Antonio Audubon Society
San Antonio Conservation Society
San Geronimo Valley Alliance
San Marcos Greenbelt Alliance
San Marcos River Foundation
Save Barton Creek Association
Save Our Springs Alliance
Scenic Loop/Boerne Stage Alliance
Securing a Future Environment
SEED Coalition
Signal Hill Alliance
Sisters of the Divine Providence
Solar San Antonio
Texas Cave Management Association
Trinity Edwards Spring Protection Association
Water Aid – Texas State University
Wildlife Rescue & Rehabilitation
Wimberley Valley Watershed Association

PO Box 15618
San Antonio, Texas 78212
(210) 320-6294

April 13, 2021

Bill Krawietz, Mayor
Mark Morkovsky, Council Member Place 1
Yvonne Chapman, Council Member Place 2
Chuck Hughes, Council Member Place 3
Gene Hartman, Council Member Place 5
Mechelle Salmon, Council Member Place 6

Re: Bulverde City Council Agenda Item 5.VI. – An Ordinance To Allow A Fire Station On An Approximately 5.597-Acre Tract Of Land, Generally Located Near The Northwest Corner Of State Highway 46 W And Double D Lane.

Honorable Mayor Krawietz and Members of City Council,

Greater Edwards Aquifer Alliance ("GEAA") has reviewed the application for Special Use Permit 21-03 for the Comal ESD #5 Fire and Rescue Station.

The backup materials for item SUP-21-03, Special Use Permit, Fire Station, state water to the fire station will be provided by a water well: Page 2 of 3, Analysis "onsite utilities (i.e. waterwell and sewer facility) are also proposed to be constructed on the property"; February 8, 2021 letter from CDS Muery, Steve Lin, Senior Project Manager, "The property will be serviced by an on-site sewer facility and a private water well."; Sheet 1 of 5 Vacate and Resubdivision Plat of Honey Creek Ranches Subdivision, Note 3 "Water source is private wells."

GEAA is party to an executed contract with Silesia, L.P., represented by Ronald Urbanczyk, President, in which Silesia, L.P. agreed to plug certain wells identified on its property. See Paragraph 3.12(b), Exhibit C (blue dot southeast corner of red outlined property); also see Figure 6, Recharge Feature Plan HC-15 (field verified well). GEAA is concerned that the well which is being represented as available to serve the fire station in the application for Special Use Permit is the field verified well identified as HC-15 in the attached materials that was agreed to be plugged in the executed settlement agreement. Plugging these wells is a water conservation and water quality issue.

GEAA has not had an opportunity to discuss this issue with Silesia, and does not provide this information to the City of Bulverde in opposition to the request for special use permit but as a point of information that alternative water service will need to be provided by owners as the existing well will need to be plugged in accordance with the Settlement Agreement.

As an additional point of information, there are two natural recharge features near the fire station property which may need to be taken into account and protected in development of the property as a fire station, please see the attached Figure 6, HC-14 and HC 16 and photos.

Thank you for the opportunity to submit these comments. If you have any questions or would like to discuss this matter further, please contact me at your convenience.

Annalisa Peace
Executive Director
Greater Edwards Aquifer Alliance

HC-14
GPS: 29.807582, -98.504678

This feature is a "other natural feature in bedrock" (animal burrow in epikarst evidenced by mounding) and is positioned on a hillside in the Lower Glen Rose Formation. The feature is 3 feet by 0.5 feet with a depth of 1.5 feet. Infill material consisted of exposed float rock, soils, rock cobbles, grasses, and organics. The drainage area is less than 1.6 acres and the relative infiltration rate was assigned a value of 5 points. This feature is located outside of the application area but within the 150-foot buffer. This is not a sensitive karst feature.

Photo of HC-14.

HC-16
GPS: 29.806997, -98.506336

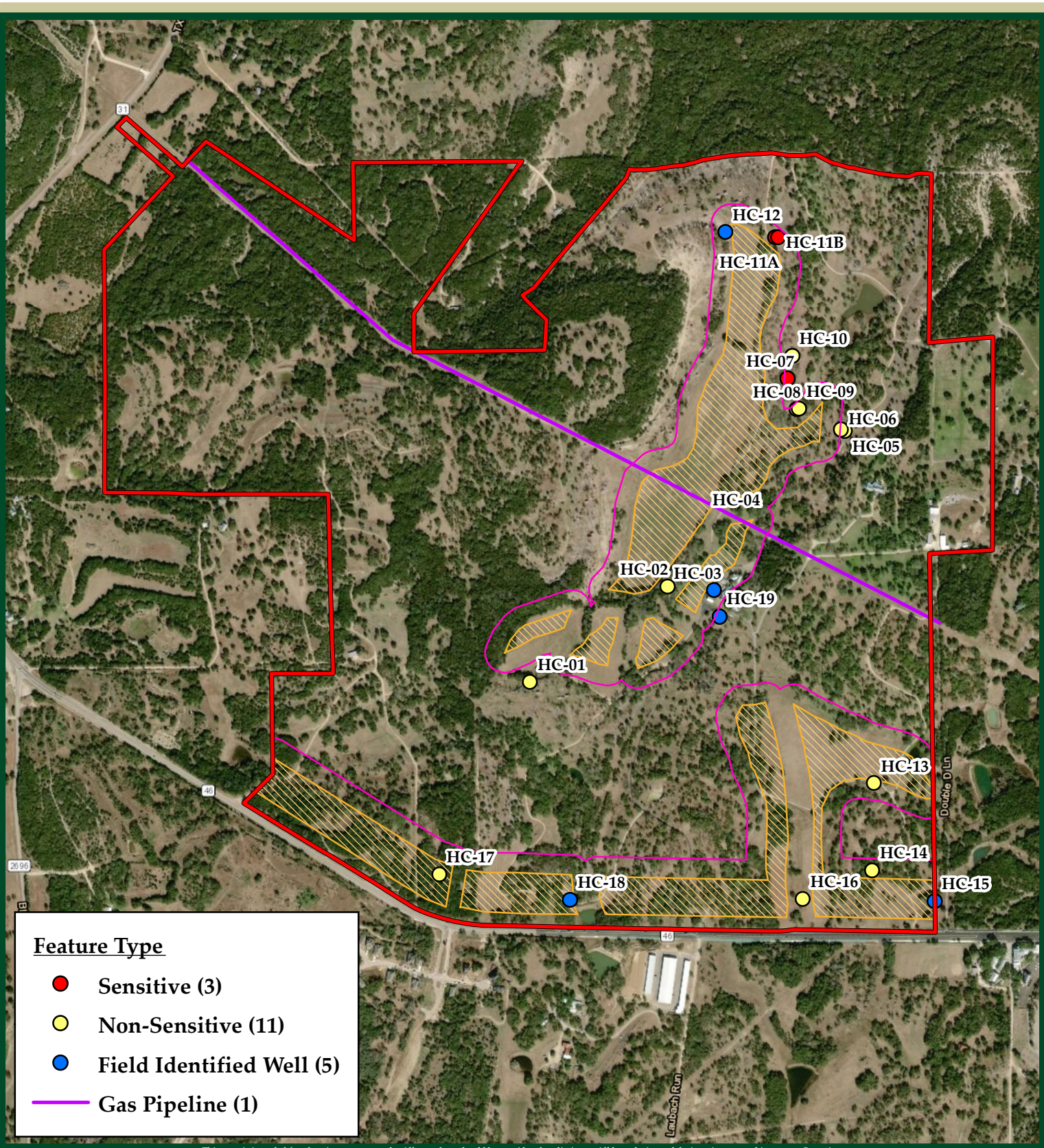
This feature is a "other natural feature in bedrock" (epikarst float rock upheaved by roots) and is positioned on a hillside in the Lower Glen Rose Formation. The feature is 1 foot by 1 foot with a depth of 0.5 feet. Infill material consisted of rock cobbles, soils, grasses, prickly pear, and organics. The drainage area is less than 1.6 acres and the relative infiltration rate was assigned a value of 5 points. This feature is located outside of application area but within the 150-foot buffer. This is not a sensitive karst feature.

Photo of HC-16 after hand excavation.

Photo of HC-12 (GPS: 29.820911, -98.508127)

Photo of HC-15 (GPS: 29.806938, -98.503192)

P:\Project Folders\22-19-131 Honey Creek Ranch\gis\maps\Figures for Report\Figure6_features.mxd



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.

N

1,000 500 0 1,000 Feet

1:12,000 1 inch = 1,000 feet

Subject Area

Effluent Disposal Application Areas

150-foot Buffer

aci consulting austin • denver

Honey Creek Ranch Tract

Figure 6: Features

12/19/2019

STATE OF TEXAS MARK T. ADAMS GEOLOGY No. 1835 LICENSED PROFESSIONAL GEOSCIENTIST

12/19/2019

STATE OF TEXAS LUKE ROME GEOLOGY No. 12028 LICENSED PROFESSIONAL GEOSCIENTIST

aci Project No.: 22-19-131

December 2019

SETTLEMENT AGREEMENT
SOAH DOCKET NO. 582-21-0833
TCEQ DOCKET NO. 2020-1246-MWD

This Settlement Agreement (the "Agreement") is entered into as of the 1st day of April 2021, (the "Effective Date") to resolve all issues in SOAH Docket No. 582-21-0833 (TCEQ Docket No. 2020-1246-MWD) between Silesia Properties, L.P., a Texas limited partnership ("Applicant") and the following Protestants ("Protestants"): Greater Edwards Aquifer Alliance ("GEAA"), Bulverde Neighborhoods for Clean Water ("BNCW"), Texas Cave Management Association ("TCMA"), Dennis and Joanne Dawson, Greg Elmendorf, Joyce Moore, and Honey Creek Springs Ranch LP. For purposes of this Agreement the Applicant and Protestants are herein collectively referred to asthe "Parties."

R E C I T A L S

WHEREAS, the Applicant submitted an application to the Texas Commission on Environmental Quality ("TCEQ") for a new Permit No. WQ0015835001 authorizing the disposal of treated domestic wastewater at a daily average flow not to exceed 0.365 million gallons per day (MGD) via public access subsurface drip dispersal system with a minimum of 84 acres of subsurface are drip dispersal area.

WHEREAS, TCEQ issued to Applicant draft Permit No. WQ0015835001 authorizing the disposal of treated domestic wastewater at a daily average flow not to exceed 0.365 million gallons per day (MGD) via public access subsurface drip dispersal system with a minimum of 84 acres; and

WHEREAS, the wastewater treatment facility and disposal site will be located in the drainage basin of the Guadalupe River Above Canyon Lake in Segment No. 1806 of the Guadalupe River Basin at 26226 West Highway State 46 in the City of Spring Branch, Comal County, Texas 78070; and

WHEREAS, Protestants requested and TCEQ considered contested case hearing requests on the application for Permit No. WQ0015835001;

WHEREAS, TCEQ determined that the Protestants should be parties in a hearing for Permit No. WQ0015835001;

WHEREAS, the Parties conducted a Joint SOAH Mediation of the Application and have subsequently reached a settlement of the issues in SOAH Docket No. 582-21-0833 and TCEQ Docket No. 2020-1246-MWD;

WHEREAS, this Agreement is being executed by the Parties to clarify, finalize and memorialize the agreements of the Parties; and

WHEREAS, by entering into this Agreement, the Parties hereby completely settle and resolve all issues, actions, agreements and rights of any kind regarding the Application for issuance

of TPDES Permit No. WQ0015835001, SOAH Docket No. 582-21-0833 and TCEQ Docket No. 2020-1246-MWD.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the benefits to be received by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

1.01 "Application" means the Application of Applicant for Permit No. WQ0015835001.

1.02 "Collection System" means wastewater lines and related appurtenances designed and constructed to convey Wastewater generated within the Project to the Wastewater Plant.

1.03 "Developer" means Applicant and any subsequent developer or owner to which any portion of the Project is conveyed.

1.04 "Parties" means the "Parties" to this Agreement, *i.e.*, the Applicants, and Protestants, collectively.

1.05 "Permit" or "WWTP Permit" means the Permit No. WQ0015835001.

1.06 "Permit Holder" means Applicant and any person or entity to whom the WWTP Permit is conveyed or transferred.

1.07 "Project" or "Development" means the development on the Property, including all related subdivision infrastructure and improvements necessary to serve the homes, businesses and facilities located on the Property.

1.08 "Property" or "Project Property" means the property depicted in Exhibit A.

1.09 "Silesia, L.P." means Silesia, L.P., a Texas limited partnership and its successors and/or assigns, together with all subsidiary and affiliated entities owned or controlled by Silesia, L.P.

1.10 "TAC" means Texas Administrative Code.

1.11 "TCEQ" means the Texas Commission on Environmental Quality or its successor agencies with jurisdiction over the Permit.

1.12 "Wastewater System" means the Wastewater Plant, Irrigation System, Effluent Storage, and Collection System.

1.13 "Wastewater Plant" or "WWTP" means the facility constructed to treat Wastewater generated within the Project in accordance with the Permit.

1.14 “Wastewater” means water-borne human excreta and gray water generated within the Project for collection, treatment and disposal by the Wastewater System.

II. AGREEMENT IMPLEMENTATION

2.01 Protestants will each (i) withdraw in writing, as appropriate, their respective separate, individual protests and/or requests for contested case hearings in SOAH Docket No. 582-21-0833 and TCEQ Docket No. 2020-1246-MWD within three business days of the Effective Date of this Agreement, and (ii) join in and not oppose any motion for remand or recommendation for the granting of the application for the issuance Permit No. WQ0015835001 in SOAH Docket No. 582-21-0833 or TCEQ Docket No. 2020-1246-MWD.

2.02 The Parties agree that they mutually desire to implement this Agreement and avoid any disputes or disagreements over the Permit.

2.03 Protestants agree that they will not prosecute any protests or hearing requests with the TCEQ regarding the application for Permit No. WQ0015835001, SOAH Docket No. 582-21-0833, or TCEQ Docket No. 2020-1246-MWD.

2.04 Within three business days of the Effective Date of this Agreement, Protestants will withdraw and will not participate in any contested case hearing on Permit No. WQ0015835001, SOAH Docket No. 582-21-0833, or TCEQ Docket No. 2020-1246-MWD.

2.05 To the extent that Protestants have such a right, nothing in this Agreement shall be construed to affect (either to grant or to prohibit) any right that Protestants may have outside of this Agreement to enforce any provision of the Permit.

2.06 Neither GEAA nor BNCW (as an organization) will oppose before the Texas Commission on Environmental Quality the creation of a Municipal Utility District on the Property. This provision does not apply to individual or organizational members of GEAA or BNCW.

III. PERMIT HOLDER OBLIGATIONS

3.01 **Modifications to Permit.** Within five (5) business days of the filing of Protestants’ hearing request withdrawal pursuant to Paragraph 2.01 of this Agreement, Applicant shall file a request with TCEQ seeking to revise the draft permit as follows, and file a motion with SOAH seeking to remand the Application to the Executive Director to be processed as an uncontested matter pursuant to 30 TAC § 50.133(a)(5)(C) (the “Motion to Remand”) based on this Settlement Agreement and the request that TCEQ revise the Draft Permit as follows

(1) Modify Special Provision 2 to require that the Permittee employ a Class A Wastewater Treatment Plant Operator.
(2) Modify the Effluent Limitations and Monitoring Requirements to require UV disinfection instead of chlorine.

Applicant shall diligently pursue these modifications to the permit. To the extent that the TCEQ and/or Executive Director will not include the above-listed provisions in the Permit, Permit Holder agrees to be contractually bound by this Agreement to comply with any such provision.

3.02 **Wastewater Treatment Plant Operator.** Permit Holder agrees that the Class A Wastewater Treatment Plan Operator will visit the site every business day and be available by automated pager 24 hours 7 days a week.

3.03 **Effluent Storage**. Permit Holder shall construct effluent storage capable of holding 2,190,000 gallons of treated wastewater effluent at the final phase of 365,000 gallons per day of effluent treatment.

3.04 **Effluent Irrigation**. Permit Holder shall have available for effluent irrigation 84 acres of effluent irrigation area at the final phase of 365,000 gallons per day of effluent.

3.05 **Effluent Limits.** In addition to the Effluent Limitations in Permit No. WQ0015835001, Permit Holder will comply with the following Effluent Limitations:

Parameter	Daily Average
Total Nitrogen	6 mg/L
Total Phosphorous	0.5 mg/L

The effluent parameters shall be monitored in accordance with the monitoring procedures, Standard Permit Conditions, and Special Provisions in the Permit. Samples shall be taken once a week by grab sample in the final treatment unit and prior to the storage of the treated effluent. If the effluent is land applied directly from the treatment system, monitoring shall be done after the final treatment unit and prior to land application. These records shall be maintained on a monthly basis and available at the plant site.

3.06 Soil Testing and Depth.

(a) Soil Testing. In developing the plan for importing soils required by Special Provision 11 of the Draft Permit, Permit holder shall test soil depth at a rate of not fewer than 5 tests per acre to determine where soil supplementation is required.

(b) Soil Depth. The total soil depth for the irrigation fields after supplementation will be a minimum of 20-inches with or without supplementation

3.07 **Seeps and Springs**. Permit holder shall incorporate into its Springs/Seeps Monitoring Plan required by Special Provision 31 of the Draft Permit: two additional field checks for seeps and springs between October and April within two days of a 0.5 inch rainfall.

3.08 **Groundwater Monitoring.** To the extent that access is granted without charge, Permit Holder will sample a maximum of 8 existing groundwater wells, to be identified in an Exhibit B to this agreement, prior to commencement of construction of the Development or WWTP, whichever construction commences first (hereafter "Baseline Wells"). Thereafter, on an annual basis, to the extent access is granted without charge, Permit Holder will sample the Baseline Wells annually and report such results to the Owners of the Baseline Wells. Sampling shall be for total

dissolved solids (TDS), chloride, sulfate, nitrate nitrogen, orthophosphate phosphorus, total coliform, and *e coli*. The sampling will continue for a period of ten years from the date of the start-up of the WWTP.

3.09 **Expansion of wastewater treatment capacity.** If Permit Holder applies for or requests in any way a minor or major amendment to Permit No. WQ0015835001 to increase the total volume of wastewater treated by the Wastewater system, Permit Holder will not object to Protestants identified in this proceeding as having standing to object.

3.10 Terms apply to major amendment. Permit Holder agrees that in the event of a major amendment to the Permit or application for a new TLAP permit applicable to the Development that seeks to relocate the effluent irrigation areas, the terms of this Agreement remain in place and binding.

3.11 No discharge. Developer nor Permit Holder shall not apply for or seek a TPDES permit to discharge wastewater to serve the Project.

3.12 Water Conservation.
(a) Neither Developer nor Permit Holder will increase the capacity of any existing groundwater well on the Development.
(b) Developer or Permit Holder will plug the existing groundwater wells on the Development in accordance with TCEQ regulations. All groundwater wells on the Property identified as "Field verified" or "within 500 feet of subject area" in Exhibit C to this Agreement will be plugged. (APP 3480)
(c) Neither Developer nor Permit Holder will drill any additional groundwater well(s) on the Development.
(d) Neither Developer nor Permit Holder will allow any additional groundwater wells on the Development.

3.13 Total Homes. Developer and Permit Holder agree the Development will be limited to 1640 total residential homes.

3.14 Dark Sky Provisions. Developer and Permit Holder will require that the Development will comply with City of Bulverde dark sky provisions.

3.15 Emergency Power. Permit Holder will maintain adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, or retention of inadequately treated wastewater in accordance with 30 Tex. Admin. Code § 217.36.

3.17 **Restrictions on Use of Chemicals on Roads.** Developer and Permit Holder will prohibit any construction of concrete or pavement using coal tar sealant within the Development.

3.18 **Adjacent Landowner Accommodation**.

(a) At a time that is consistent with hook-ups of the Development, Developer and Permit Holder will provide, at Developer's cost, adjacent landowners Dennis and Joanne Dawson and Greg Elmendorf each with a stub-out to the respective property lines for gas, sewer and water service.:

The locations of the stub-outs listed above will be determined by the Developer.

(b) Developer will restrict noise and construction sounds after 10:00 pm during construction of the Development.

(c) Boundary Fence. The existing boundary fence between the Dennis and Joanne Dawson's property and the Development will remain as-is and will be maintained by the Developer or Permit Holder.

(d) Vegetative Buffer. Developer will create a 30-foot natural buffer from the Southeast Corner of the Property to the Northeast point of Urbanczyk Volume 904, page 441 (Bulverde County records) to include hedges, trees, grass, and plants.

(e) Tree preservation. Subject only to TXDOT or City or County requirements to the contrary, Developer agrees not to remove two trees identified on Exhibit D. The trees are located on the eastern fence line of the southeast corner of the fire department lot, one by Dawson's green gate and the other 30-50 yards north.

(f) Adjacent landowner contact. Permit Holder and Developer will provide adjacent landowner Dawson with the contact information including phone number, email and mailing address for an individual with responsibility for compliance with this Agreement that may arise and need to be conveyed and resolved.

3.19 **Attorney's and Consultant Fees**. Developer will pay Protestants' attorney's fees of $40,000 within 30 days of permit issuance.

3.20 **Notice of Transfer**. Permit Holder shall notify Protestants within 15 calendar days of any application to transfer the Permit.

3.21 **Transfer Requirement.** The Permit Holder shall not transfer the Permit unless the new Permit Holder agrees in a written, notarized document to be bound by the terms of this Agreement.

3.22 **Future Beneficial Reuse Equipment**. Developer and/or Permit Holder agrees to install equipment with initial construction of the wastewater treatment plant site, that would enable the effective use of effluent produced at the Wastewater Plant for Chapter 210 Beneficial Reuse purposes including wet well, pumps, piping, control panels and Supervisory control and data acquisition ("SCADA") system.

3.23 **Future Beneficial Reuse Standards.** Permit Holder agrees that if a Chapter 210 Beneficial Reuse Authorization is utilized:

a. effluent will not be applied when soils are frozen or saturated.

IV. REMEDIES

4.01 **Remedies.** If any Party fails to comply with its obligations under this Agreement or fails to correct any default after notice and opportunity to cure, the other Party or Parties may exercise any remedy authorized at law or in equity, including filing suit in a court of competent jurisdiction to seek any available remedy, including by way of example only, injunctive relief, specific performance and/or monetary damages. The prevailing Party or Parties to the litigation may recover costs of court, attorney's fees and expert consultant and witness fees incurred in enforcing or defending a claim under this Agreement.

4.02 **Notice and Opportunity to Cure**. Notwithstanding any provision in this Agreement to the contrary, if any Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default"), then the other Party or Parties (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers via certified mail to the Defaulting Party a written notice (the "Default Notice") that specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to commence the cure of any matters specified in the Default Notice within a reasonable period of time after the Defaulting Party's receipt of the Default Notice, but not more than 30 calendar days. Within 15 calendar days of receiving the "Default Notice", the Defaulting Party shall be responsible for notifying the Non-Defaulting Party in writing of the plans and timeframes for rectifying the identified breach or defaults under this agreement.

4.03 **Remedies Cumulative, Not Exclusive**. Except as expressly provided otherwise in this Agreement, all remedies authorized and/or contemplated by this Agreement are intended to be cumulative, not exclusive, of any other remedy available to a Party either at law or in equity.

4.04 **Equitable Remedies.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the Parties' obligations hereunder could not be adequately compensated in money damages alone, the Parties agree, in the event of any default on its part, that the other parties will have available to them equitable remedies, including specific performance, in addition to any other legal or equitable remedies which may also be available.

V. GENERAL PROVISIONS

5.01 **Good Faith**. The Parties agree to cooperate with each other and act in good faith in the performance of this Agreement.

5.02 **Regulatory Authority**. To the extent any provision in this Agreement conflicts with the requirement of a Regulatory Authority, the requirement of the Regulatory Authority shall replace and supersede such provision. To the extent that any provision in this Agreement imposes a requirement that is more stringent than what would otherwise be required by a Regulatory Authority, this Agreement shall apply.

5.03 **Notices**. Any notice required or permitted to be delivered under this Agreement shall be forwarded via hand delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

To Protestants: Annalisa Peace (Protestant Representative)
Greater Edwards Aquifer Alliance
Annalisa Peace
P.O. Box 15618
San Antonio, TX 78212
annalisa@aquiferalliance.org
Phone: (210) 320-6294

To Applicant: Silesia, LP
David Holmes
Silesia Properties, LP
24114 Blanco Road
San Antonio, Texas 78260
DavidmHolmes@me.com
Phone: (210) 913-8206

5.04 **Address Change Procedure**. The addresses of the Parties shall, until changed as hereinafter provided, be as shown above. The Parties may at any time change their respective addresses by giving written notice of same to the other Parties.

5.05 **Provision of Further Documents**. The Parties will execute and deliver such other and further requested legal documents or instruments and perform such other and further acts as are reasonably necessary to effectuate the purposes and intent of this Agreement.

5.06 **Severability**. Except as specifically set forth in this Agreement, the provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected thereby and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained herein.

5.07 **Protestant Representative (Successors and/or Substitutes).** As of the Effective Date of this Agreement, Annalisa Peace, Greater Edwards Aquifer Alliance, is the Protestant Representative.

(a) The Protestants shall be solely responsible for the selection, removal and/or replacement of the Protestant Representative(s), and any successor or substitute Protestant Representative(s). Protestants may designate a corporation as their representative. In the event that for whatever reason the Protestant Representative resigns, or otherwise becomes unable or unwilling to continue to serve in that fiduciary capacity on a permanent basis, the Protestants shall designate a successor Protestant Representative(s) willing to act on behalf of and for the benefit of the Protestants in a manner consistent with, and for the purposes set forth in both this Settlement Agreement and the Access Agreement. The Protestants shall provide written notice of the Successor Protestant Representative(s) to the other Parties in the manner presented in this Agreement. In the event that for whatever reason the Protestant Representative(s) become unwilling, unable or unavailable to serve in that fiduciary capacity on a temporary basis, either the Protestant Representative(s), or the Protestants if the Protestant Representative is unable for any reason, can designate a temporary substitute Protestant Representative provided that all of the following conditions are met:

(i) the designation of the substitute is made in writing to all of the Parties in a manner consistent with the notice requirements of both this Agreement and the Access Agreement; and

(ii) the designation states the estimated duration of the time during which this substitute will serve; and

(iii) if requested by any Party, the substitute executes a copy of the Access Agreement attached hereto.

(b) Neither Applicant nor Permit Holder will ever be required to notify, provide copies to or provide access to more than one Protestant Representative at any one time under this Agreement. Further Applicant and Permit Holder will be entitled to rely on, and will have no liability for, the validity of any notice or designation of the Protestant Representative or any substitute or successor Protestant Representative received by it and believed by it to be genuine. In the event of multiple notices and/or designations, Applicant and/or Permit Holder will be entitled to rely on, and to give notice, copies and access to, only the individual named in the last notice or designation received.

5.08 **Entire Agreement**. This Agreement, including all Exhibits attached hereto, which are expressly made a part hereof by reference for all purposes, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, covenants or warranties, whether oral or in writing, respecting the subject matter hereof, including the Agreement in Principle.

5.09 **Amendment**. No amendment of this Agreement is effective unless and until it is duly approved by each party and reduced to a writing signed by the Authorized Representatives of all of the Parties.

5.10 **No Third-Party Beneficiary**. Nothing in this Agreement may be construed to confer any right, privilege or benefit on any person or entity not a party hereto or otherwise creates any vested right or third-party beneficiary relationship.

5.11 **Governing Law**. This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties are deemed performable in Comal County, Texas.

5.12 **Venue**. Venue for any suit arising under this Agreement is in Comal County.

5.13 **Assignment**. Permit Holder may assign its rights and obligations hereunder only if New Permit Holder assumes in writing for the benefit of Protestants all of Permit Holder's rights, duties and obligations under this Agreement. Developer may assign its rights and obligations under this Agreement to a financially capable successor entity, provided that the assignee assumes in writing for the benefit of Protestants all of Developer's rights, duties and obligations under this Agreement. Parties with a fee simple title interest in land may assign their rights and obligations under this agreement to their heirs, successors, and assigns.

5.14 **Duplicate Originals**. This Agreement may be executed in duplicate originals each of equal dignity.

5.15 **Effective Date**. This Agreement becomes effective on April 1, 2021, upon the executionof all of the Parties.

5.16 **Conditions Precedent**. The obligations of Developer and Permit Holder apply upon issuance of TCEQ Permit No. WQ0015835001. It is a condition precedent of this Agreement that the Protestant execute and deliver this Agreement to Applicant no later than April 1, 2021. If this Agreement is not executed and delivered to Applicant by April 1, 2021, this Agreement is null and void and is of no effect. It is also a condition precedent that of this Agreement that the Office of Public Interest Counsel ("OPIC") agree not to contest the issuance of the TPDES Permitand that there be no final hearing on the merits for SOAH Docket No. 582-21-0833. If Applicantis required to participate in a hearing on the merits for SOAH Docket No. 582-21-0833 for any reason, then this Agreement is null and void and is of no effect.

5.17 **Confidentiality**. This Agreement is not confidential.

5.18 **Representations/Warranties.** The Parties represent and warrant that they have the power and authority to enter into this Agreement on behalf of all Protestants, and that this Agreement and all documents executed pursuant to this Agreement, to which they are a party, are valid, binding, and enforceable upon them.

VI. CONSENT AND ACKNOWLEDGMENT

6.01 This Agreement is binding on the parties and their successors and assigns. Silesia, L.P. agrees not to convey, assign, transfer or sell its interest in the Permit or Application for the Permit unless and until the recipient, assignee, transferee or buyer has agreed to assume the obligations of Silesia, L.P. under this Agreement and agrees to comply with the terms of this Agreement as successor to Silesia, L.P. Neither Applicant nor any subsequent Permit Holder will convey or transfer the Permit to any entity unless the transferee accepts by way of an assumption agreement the rights and obligations of Permit Holder as set-forth in this Agreement. Permit Holder will provide Protestant Representative a copy of an executed assumption agreement within 30 days of the execution. Developer agrees that any subsequent sale or transfer of the Project, other than sales of platted lots to builders or Lot Owners, shall be subject to the terms and provisions of this Agreement as a condition of any such sale or transfer.

AGREED:

SILESIA PROPERTIES, L.P.

_____
Ronnie Urbanczyk
Its President

GREATER EDWARDS AQUIFER ALLIANCE

_____
Annalisa Peace
Its Executive Director

BULVERDE NEIGHBORHOODS FOR CLEAN WATER

_____
Michelle Molina
President

TEXAS CAVE MANAGEMENT ASSOCIATION

_____
Joe Ranzau
President

_____
Dennis Dawson

_____
Joanne Dawson

_____
Greg Elmendorf

AGREED:

SILESIA PROPERTIES, L.P.

_____
Ronnie Urbanczyk
Its President

GREATER EDWARDS AQUIFER ALLIANCE

Annalisa Peace 3/30/21
Annalisa Peace
Its Executive Director

BULVERDE NEIGHBORHOODS FOR CLEAN WATER

_____
Michelle Molina
President

TEXAS CAVE MANAGEMENT ASSOCIATION

_____
Joe Ranzau
President

_____
Dennis Dawson

_____
Joanne Dawson

_____
Greg Elmendorf

AGREED:

SILESIA PROPERTIES, L.P.

_____
Ronnie Urbanczyk
Its President

GREATER EDWARDS AQUIFER ALLIANCE

_____
Annalisa Peace
Its Executive Director

BULVERDE NEIGHBORHOODS FOR CLEAN WATER

Michelle Molina, 03/30/2021
Michelle Molina
President

TEXAS CAVE MANAGEMENT ASSOCIATION

_____
Joe Ranzau
President

_____
Dennis Dawson

_____
Joanne Dawson

03/30/2021
Greg Elmendorf

AGREED:

SILESIA PROPERTIES, L.P.

_____
Ronnie Urbanczyk
Its President

GREATER EDWARDS AQUIFER ALLIANCE

_____
Annalisa Peace
Its Executive Director

BULVERDE NEIGHBORHOODS FOR CLEAN WATER

_____
Michelle Molina
President

TEXAS CAVE MANAGEMENT ASSOCIATION

_____ 3/31/2021
Joe Ranzau
President

_____
Dennis Dawson

_____
Joanne Dawson

_____
Greg Elmendorf

AGREED:

SILESIA PROPERTIES, L.P.

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Ronnie Urbanczyk
Its President

GREATER EDWARDS AQUIFER ALLIANCE

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Annalisa Peace
Its Executive Director

BULVERDE NEIGHBORHOODS FOR CLEAN WATER

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Michelle Molina
President

TEXAS CAVE MANAGEMENT ASSOCIATION

_____
Joe Ranzau
President

Dennis E Dawson 3/30/21
Dennis Dawson

Joanne Dawson 3/30/21
Joanne Dawson

_____
Greg Elmendorf

Joyce M. Moore 3-30-21
Joyce Moore

HONEY CREEK SPRINGS RANCH LP.

Honey Creek Spring Ranch, LP c/o Joyce M. Moore 3-30-21
Joyce Moore
Title: General Partner

EXHIBIT A -- DEFINITION OF "PROPERTY"

The "Property" is defined as that property inside of the red boundary shown on this survey.

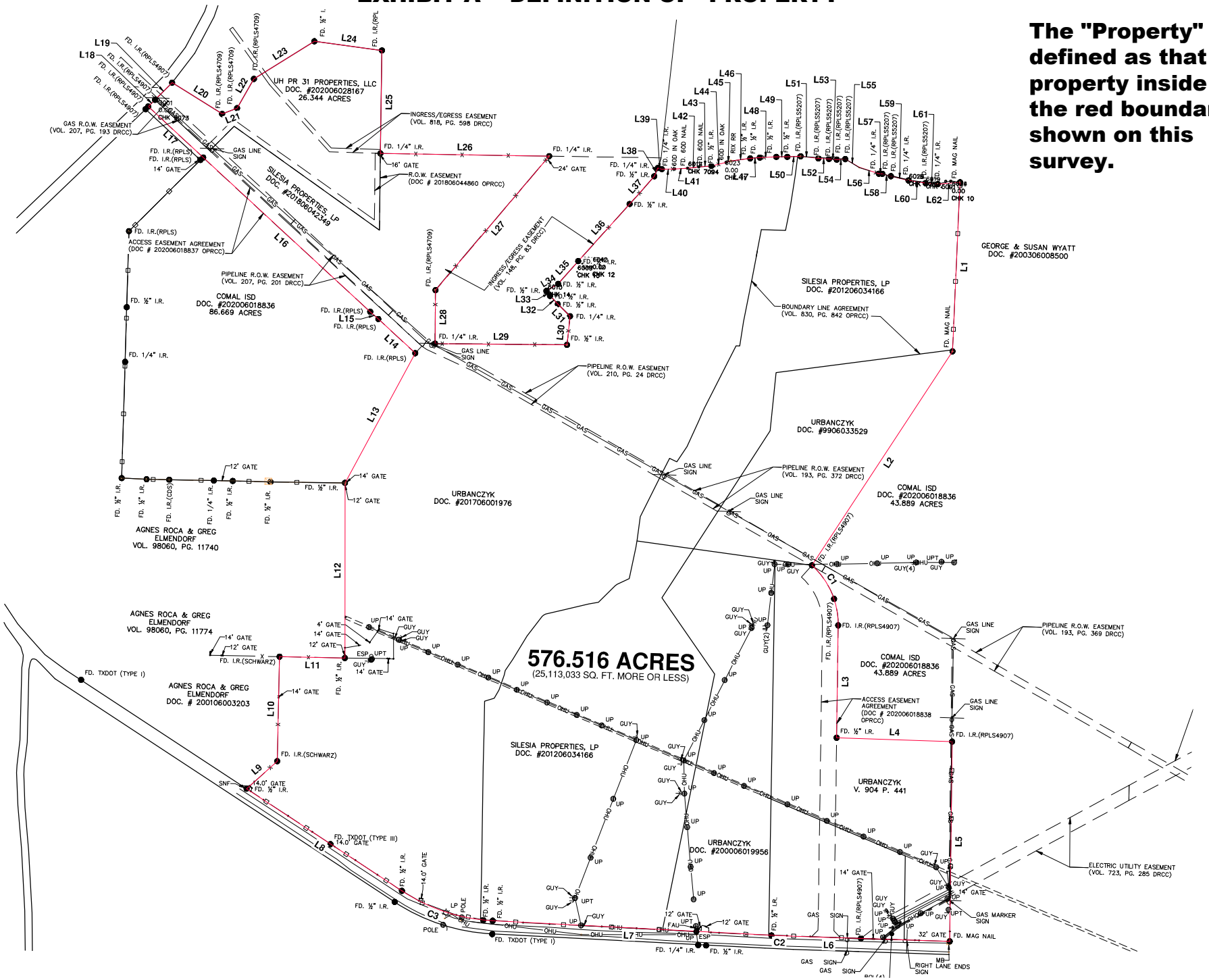
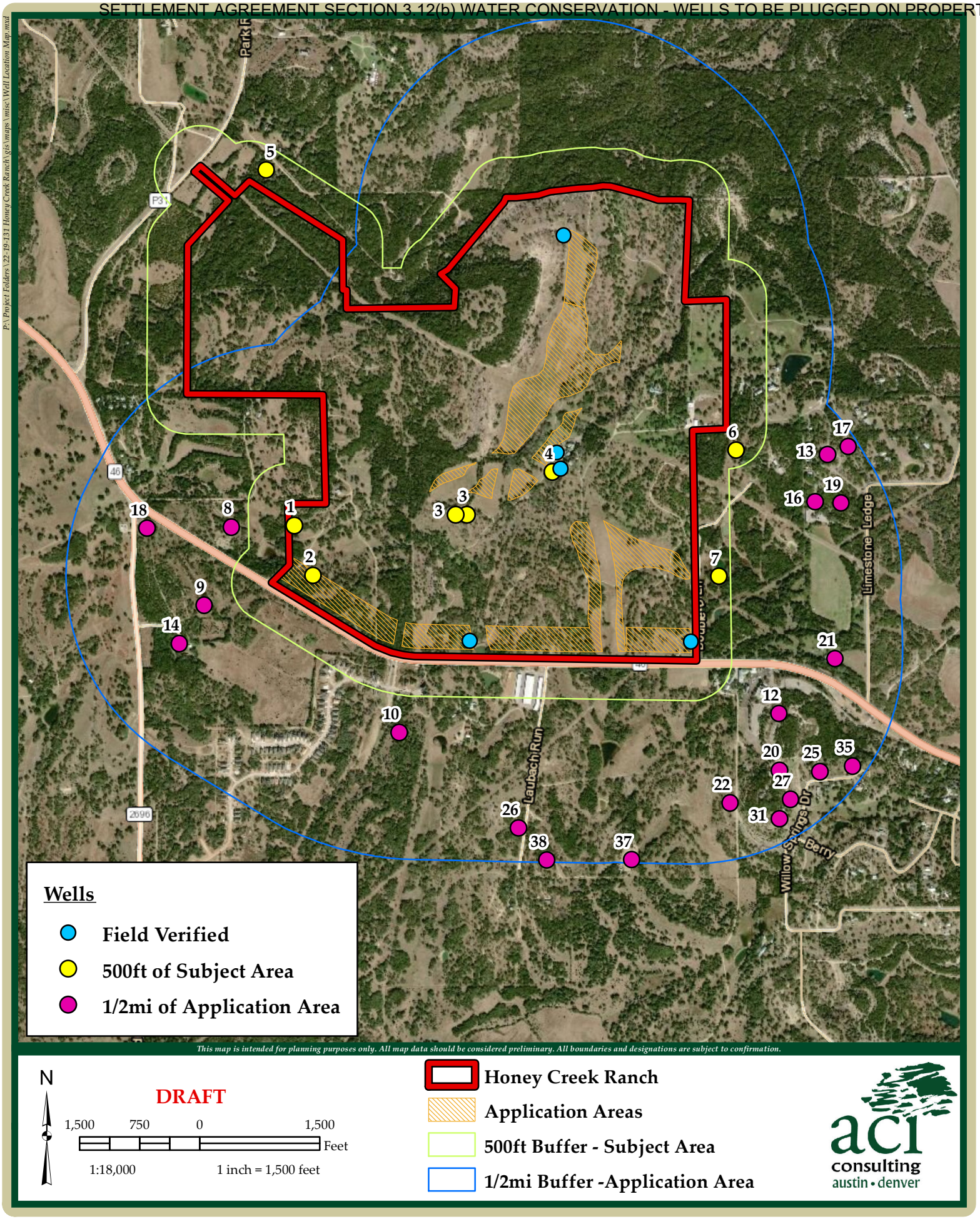


EXHIBIT B
Settlement Agreement
SOAH Docket No. 582-21-0833
TCEQ Docket No. 2020-1246-MWD
Section 3.08 Groundwater Monitoring

[PLACEHOLDER – SILESIA ACKNOWLEDGES THIS EXHIBIT WILL BE COMPLETED WITH A TABLE OF WELLS AND CONTACT INFORMATION AND PROVIDED TO SILESIA BY PROTESTANTS]

EXHIBIT C
SETTLEMENT AGREEMENT SECTION 3.12(b) WATER CONSERVATION - WELLS TO BE PLUGGED ON PROPERTY



Honey Creek Ranch Tract

Well Location map

EXHIBIT C SETTLEMENT AGREEMENT
SECTION 3.12 (b) WATER CONSERVATION - WELLS TO BE PLUGGED: FIELD VERIFIED AND WITHIN 500 FEET OF SUBJECT AREA ON PROPERTY

aci Project No.: 22-19-131
APP003480
December 2019

EXHIBIT C
SETTLEMENT AGREEMENT SECTION 3.12(b) WATER CONSERVATION - WELLS TO BE PLUGGED ON PROPERTY

Honey Creek Ranch: Well Table

Location	Map ID	Lat	Long	Banks Info ID	State ID	Source	Name	Purpose	Date Completed	Total Depth (ft)	Depth to Groundwater (ft)
500 feet of Subject Area	1	29.81098	-98.51879	4809103209	68-12-6E	TX TCEQ HIST	George & Quick	Domestic	4/8/1973	250	
	2	29.809264	-98.518064	4809102909	68-12-6	TX TCEQ HIST	Paul W. Welmath	Domestic	6/14/1986	450	
	3	29.811334	-98.512002	4809103214	68-12-6F	TX TCEQ HIST	Dr. Luis Manhoff	Domestic	5/10/1976	395	
	3	29.811334	-98.512431	4809103216	68-12-6F	TX TCEQ HIST	W. O. Bartel, Jr.	Domestic	7/17/1974	300	
	4	29.812783	-98.50862	48091WIID176588	176588	TX TWDB SDR	RONNIE URBANZYKE	Domestic	6/6/2008	320	
	5	29.823192	-98.519837	4809102929	68-12-6	TX TCEQ HIST	Harvey Leutbecker	Domestic	1/5/1995	400	
	6	29.813504	-98.501374	4809102933	68-12-6	TX TCEQ HIST	Ronnie Urbanczyk	Domestic	2/23/1999	365	
	7	29.809174	-98.502077	4809103217	68-12-6J	TX TCEQ HIST	Dr. Manoff	Domestic	5/10/1976	395	
1/2 mile of Application Area	8	29.810944	-98.521265	4809102925	68-12-6	TX TCEQ HIST	Greg Elmendorf	Domestic	3/9/1999	410	
	9	29.808262	-98.522358	4809103222	68-12-6B	TX TCEQ HIST	Mr. R. P. Gibson	N/A	5/10/1984	415	
	10	29.803862	-98.514696	4809102918	68-12-6	TX TCEQ HIST	Wayne Stewart Jeanette Blount	Domestic	8/15/1989	400	
	12	29.80445	-98.49973	48091WIID31919	31919	TX TWDB SDR	St. Joseph Church	Irrigation	12/8/2003	460	
	13	29.813339	-98.497786	48091WIID210505	210505	TX TWDB SDR	Randy Wyatt	Domestic	3/12/2010	470	
	14	29.80695	-98.523341	48091WIID169592	169592	TX TWDB SDR	Reeves, Charlene	Domestic	2/3/2009	460	
	16	29.811716	-98.498271	4809101903	68-13-4	TX TCEQ HIST	Mark Kirchner	Domestic	7/12/1996	435	
	17	29.813617	-98.496953	48091WIID104263	104263	TX TWDB SDR	Principle Builders	Domestic	1/30/2007	610	
	18	29.810907	-98.524599	4809102919	68-12-6	TX TCEQ HIST	Walter Schwarz	Domestic	10/6/1995	460	
	19	29.81167	-98.497255	4809101910	68-13-4	TX TCEQ HIST	Mark Kirchner	Domestic	7/16/1996	435	
	20	29.802506	-98.49973	48091WIID70058	70058	TX TWDB SDR	Rendon Homes	Domestic	9/28/2005	600	
	21	29.806325	-98.497518	4809102920	68-12-6	TX TCEQ HIST	John Jackson	Domestic	10/4/1996	540	
	22	29.801394	-98.501675	48091WIID428362	428362	TX TWDB SDR	JAMES AGOLD	Stock	12/30/2015	560	
	25	29.802455	-98.498137	4809104603	68-13-7	TX TCEQ HIST	Robert & Yolanda Hall	Domestic	4/22/1999	400	
	26	29.800561	-98.510008	48091WIID428359	428359	TX TWDB SDR	KATHRYN CIOMPERLINK	Stock	1/12/2016	485	
	27	29.801504	-98.499283	4809102960	68-12-5	TX TCEQ HIST	Norris Aguire	Domestic	10/28/1985	460	
	31	29.800839	-98.49973	480916813403GW	6813403	TX TWDB GW	Derek Zaiontz	Domestic	1/1/1992	575	
	35	29.802643	-98.496833	4809104529	68-13-4	TX TCEQ HIST	John Legg	Domestic	12/5/1996	540	
	37	29.79945	-98.505564	48091WIID131967	131967	TX TWDB SDR	David C. Agold	Domestic	1/15/2008	443	
	38	29.79945	-98.508897	48091WIID131966	131966	TX TWDB SDR	David C. Agold	Domestic	1/14/2008	463	

Only within 500ft of Subject Area

EXHIBIT D
Settlement Agreement
SOAH Docket No. 582-21-0833
TCEQ Docket No. 2020-1246-MWD
Section 3.18(e) Tree Preservation

PHOTO OF TREE 1 LOCATED BY DAWSON's GREEN GATE:

EXHIBIT D
Settlement Agreement
SOAH Docket No. 582-21-0833
TCEQ Docket No. 2020-1246-MWD
Section 3.18(e) Tree Preservation

PHOT) OF TREE 2 BY FENCE 30-50 YARDS NORTH OF DAWSON'S GREEN GATE