

CAUSE NO. D-1-GV-09-002065

STATE OF TEXAS,

Plaintiff,

VS.

KATHIE BRYANT, dba BUENA VISTA WATER SYSTEM,

Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

250TH JUDICIAL DISTRICT

Filed in The District Court of Travis County, Texas

JL JUL 08 2010
AL 8:53 AM
Amalia Rodriguez-Mendoza, Clerk

AGREED ORDER APPOINTING RECEIVER

On this 8th day of July, 2010, came on to be heard the application of the State of Texas for the appointment of a receiver to collect the assets of and carry on the water utility business of Buena Vista Water System.

I. Stipulations

The parties agree and stipulate as follows:

A. The State of Texas, acting through the Texas Commission on Environmental Quality ("TCEQ") and the Office of the Attorney General, filed this lawsuit. The State alleges that Defendant Kathie Bryant violated provisions of certain TCEQ administrative orders issued under the authority of Tex. Health & Safety Code § 341.048 and TCEQ rules at 30 Tex. Admin. Code § 290.38, et seq. The State seeks various relief, including the appointment of a receiver to take possession and control of Buena Vista Water System (hereinafter "the Utility"), described below.

B. Defendant Kathie Bryant having been duly served with citation in this lawsuit, has answered and appeared through her undersigned counsel. Intervenors have appeared through their undersigned counsel.

C. The Utility is identified in the records of the TCEQ under Public Water System ("PWS") No. 0270008. The Utility is also operated under Certificate of Convenience and Necessity ("CCN") No. 11656, also a matter of public record in the files of the TCEQ. The Utility is located approximately 10 miles west of the City of Burnet in Burnet County, Texas.

C. The Utility consists of a public drinking water system, having approximately 124 active connections and serving more than 372 persons.

D. All parties agree to the terms of this Order and request the Court to approve and enter this Order. All parties acknowledge receipt of a copy of this Order and they waive service of any writ of injunction or other writ related to this Order.

E. Nothing contained in this Order shall constitute an admission of any fact, of the application of law to fact, or of liability by any party or a waiver of any claim or defense by any party.

II. Findings

A. Having considered the pleadings and papers on file and the stipulations of the parties, the Court finds that it has jurisdiction over the parties and the subject matter of this litigation.

B. The Court also finds that this Order should be approved and that John M. Fultz of Navasota, Grimes County, Texas, should be appointed Receiver.

IT IS THEREFORE ORDERED AS FOLLOWS:

1.0 Appointment of Receiver; Oath and Bond

1.1 John M. Fultz (hereinafter the "Receiver") is hereby appointed Receiver of all Receivership Assets described herein.

1.2 The Receiver's bond is hereby set in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000).

1.3 The Receiver shall file his bond and duly executed oath with the Clerk of this Court within FIVE (5) business days from the date this Order is signed.

1.4 The Receiver shall maintain a bond in the amount set by the Court for the entire duration of the Receiver's service.

1.5 The Receiver shall file a report with the Clerk of this Court regarding any change in sureties or other changes to the bond, any lapse or forfeiture of a bond, and shall serve a copy of his report on all parties of record. The Receiver shall file such a report and serve copies on the parties immediately after he receives actual or constructive notice of the event requiring the report, but in any event, no later than THREE (3) business days after actual or constructive notice to the Receiver.

2.0 Objectives of Receivership: General Duties of Receiver

2.1 The Receiver shall implement the principal objectives of the Receivership listed herein, perform such other duties as applicable law prescribes, and perform such other duties as the Court may from time to time prescribe.

2.2 The principal objectives of this Receivership shall be as follows:

- A. To secure and inventory all Receivership Assets;
- B. To ascertain the nature and extent of all assets and liabilities of the Utility;
- C. To make any adjustments to the maintenance of the Utility's financial records and books of account that the Receiver deems necessary in order to maintain them in accordance with generally accepted accounting principles as applied in the industry and by regulatory bodies with jurisdiction or as the Receiver deems necessary to the performance of his duties under this Order;
- D. To ascertain what actions are needed to secure all assets and satisfy all liabilities of the Utility;
- E. To determine whether the assets and rate structure of the Utility are sufficient to operate the Utility and generate adequate income in order to address issues of non-compliance with TCEQ regulations and provide continuous and adequate water service to the Utility's customers;
- F. To operate the Utility during the term of the Receivership;

G. To determine what actions are needed to bring the Utility into compliance and maintain compliance with applicable TCEQ regulations; and

H. To provide continuous and adequate water service to the customers of the Utility, to respond to customer complaints in a timely and reasonable manner, and to keep the customers informed about major changes and repairs to the Utility.

3.0 Tenure of Receiver, Duration of Receivership

3.1 Once qualified, the Receiver shall continue in his capacity as Receiver and shall perform his duties as Receiver until one of the following events occurs, whichever is first:

A. A successor Receiver is appointed by the Court and qualifies for office by filing his bond and oath with the Clerk of this Court;

B. The Court discharges the Receiver;

C. The Court signs an order terminating this Receivership; or

D. The Receivership expires under Paragraph 3.2 hereof.

3.2 The Receivership created in this Order shall continue in effect until the earlier of the following dates:

A. The last day of the THIRTIETH (30th) full calendar month next following the date when the Court signs this Order; or

B. The last day of the TWELFTH (12th) full calendar month next following the date when the Receiver files the Status Report described in Paragraph 11.4 hereof.

3.3 Notwithstanding Paragraph 3.2 above, upon application and on a showing of good cause by any party or the receiver, or on the Court's own motion, the term of the Receivership may be terminated, shortened or extended.

4.0 Receivership Assets

The following assets in the possession or control of the Defendant, her agents, employees, or any person acting on her behalf on the date this Order is signed by the Court, or that may thereafter come into their possession or control, are hereinafter referred to as Receivership Assets, and they are hereby placed in the custody and control of the Receiver:

4.1 All real property (whether held in fee, by lease, by ^E~~E~~asement or otherwise) where wells, tanks, treatment facilities, pipes, fittings, chlorinators, housings, meters, and other fixtures and appurtenances used in the Utility's water system is located, whether such real property is held in the name of the Defendant or in the name of the Utility;

4.2 All wells, tanks, treatment facilities, pipes, fittings, chlorinators, housings, meters, and other fixtures and appurtenances used in the Utility's water system, whether such property is held in the name of the Defendant or in the name of the Utility;

4.3 All water and other tangible personal assets that in any way are produced by or used in connection with the Utility's water system, whether such property is held in the name of the Defendant or in the name of the Utility;

4.4 All monies and other intangible assets generated by the Utility, including without limitation:

A. All bank accounts, including without limitation all bank accounts containing customer deposits held in a liability account on behalf of the customers;

B. All current accounts receivable, and all future accounts receivable of the Utility as they come due;

C. All of the Utility's cash; and

D. All checks for utility services.

4.5 All CCNs and all permits issued by the Commission relating to the Utility and all permits or other authorizations relating to the Utility's operations that were issued by local, state, or federal authorities, including but not limited to permits and plan approval documents;

4.6 All records and legal documents of the Utility, including but not limited to the following:

A. All documents evidencing customer bills and payments;

B. Income and property tax records including personal Form 1040 Schedule C or other tax forms reflecting income or expenses attributable to the Utility;

C. All records of accounts receivable or payable including disbursement and receipt records, and all bills payable to any vendor of the Utility;

D. Any financial records, including without limitation all bank statements, bank contact information, and account numbers for those bank accounts described in Paragraph 4.4 hereof, all general ledgers, income statements, profit and loss statements, and/ or balance sheets;

E. All lists of customers including customer addresses, contact information, and meter numbers and locations, any lists of customers who have customer deposits held in the accounts of the Utility, the names of the accounts, or the amounts each customers has on deposit, and all customer correspondence;

F. All records of any legal action or collection procedures taken by the Utility or against the Utility;

G. All maps showing the location of pipelines, valves, or meters, and all real estate records that in any way pertain to the Utility's water system or the tracts on which they are located;

H. All electronic or computer-based documents accounting and billing software and data related thereto, all, tables, and other information relating to the Utility that may be stored on computer hard drives, computer discs of any kind, data storage devices or other electronic data storage devices (except e-mails);

I. All instructions describing how to retrieve, organize, or display electronic or computer-based documents, tables, and other information relating to the Utility, whether the instructions are in electronic or hard-copy format;

J. All CCNs relating to the Utility, all TCEQ-issued permits relating to the Utility, and all permits or other authorizations relating to the Utility's operations that were issued by local, state, or federal authorities, including without limitation permits and plan approval documents; and

K. True and correct copies of all deeds, easements, rights of way instruments, notes, deeds of trust, bills of sale, financing statements, and any other legal documents showing title to any real or personal property used in connection with the Utility or any liens or encumbrances thereon.

5.0 Transition to Receivership - Information Defendant is to Provide to Receiver

5.1 Within THREE (3) business days after the Receiver files the oath and bond with the Court, the Receiver shall serve all counsel of record with a true and correct copy of the bond and oath as filed and signed. These copies will be presumed to have been received within THREE (3) calendar days of the date they were sent.

5.2 Immediately upon receipt of the copy of the bond and oath by counsel of record for the Defendant:

A. The Defendant shall immediately provide a copy of this Order to any of her agents, employees, or any person acting on her behalf, who:

- (1) has possession or control of any Receivership Assets; or
- (2) is receiving or collecting any fees, monies from customers or monies third parties that are owed to the Utility.

B. The Defendant, her agents, employees, or any person acting on her behalf, shall turn over exclusive possession and control of Receivership Assets to the Receiver, including without limitation all records identified in Paragraph 4.6 hereof.

C. The Defendant, her agents, employees, or any person acting on her behalf, shall immediately cease collecting any fees, monies from customers or monies third parties that are owed to the Utility.

D. The Defendant, her agents, employees, or any person acting on her behalf, shall direct any Utility customer or third party who owes money to the Utility to tender the money to the Receiver.

E. The Defendant, her agents, her employees, or any person acting on her behalf, shall preserve any Receivership Assets coming into their possession or control after the Receiver files his oath and bond, and shall tender them to the Receiver within a reasonable time not to exceed FIVE (5) business days after such assets may come into their possession or control.

6.0 Authority of Receiver

6.1 Upon taking the required oath and filing it along with the required bond, the Receiver is authorized, subject to the control of the Court, to take any action necessary to lawfully and properly conduct the business of the Utility, including the following:

A. Collecting and taking possession of the Receivership Assets, wherever they may be located;

B. Ensuring the protection and preservation of the Receivership Assets;

C. Providing continuous and adequate water utility service to Utility customers, including without limitation:

(1) hiring a certified operator(s) for the Utility and paying the operator(s);

(2) paying all reasonable and necessary operating expenses and taxes out of the Utility's income at a reasonable rate as wages or bills come due;

(3) billing and collecting money for water services; and,

(4) seeking, implementing and defending rate changes as needed to meet expenses and adequately fund the Utility.

D. Accepting and receiving money for providing Utility services;

E. Opening and closing Utility bank accounts and taking measures necessary to designate or change signatories on any such accounts;

F. Receiving all payments due and owing for Utility services provided to Utility customers;

G. Filing and pursuing applications for all necessary permits, licenses, and certificates (including, but not limited to CCNs) in the manner prescribed by law;

H. On behalf of the Utility, incurring risks, liabilities, and obligations that are ordinarily incurred in the normal course of operations of similar utilities; PROVIDED THAT any such risk, liability, or obligation shall not be the personal risk, liability, or obligation of the Receiver, but rather a risk, liability, or obligation of the Receivership Estate; and

I. Providing quality control, operating procedure review, and financial and accounting services in compliance with good business practices and generally accepted accounting principles, and engineering services in conformance with good engineering practices;

J. On behalf of the Utility, filing criminal complaints and provide information to law enforcement personnel as appropriate in response to any damage or threatened damage to the Utility or Receivership Assets;

K. Filing and prosecuting civil actions as necessary to protect and secure possession of the Receivership Assets;

L. Obtaining possession of, organizing and preserving all financial, operational, and other business records of the Utility;

- M. Upon request, providing information requested by the TCEQ; and
- N. Performing such other duties as this Court may order.

7.0 Hiring Professionals and Consultants

7.1 The Receiver may hire accountants, attorneys, engineers, consultants, or others, as is necessary and prudent to fulfill his duties relating to the Utility and pay them out of income from the Utility as bills come due and services are rendered.

7.2 The Receiver's authority to make any expenditures of the type described in Paragraph 7.1 is limited as follows:

A. The Receiver may not contract for, or incur attorney's fees in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) in the aggregate for the duration of his receivership, unless otherwise approved in advance by the Court, or thereafter for good cause shown to the Court;

B. The Receiver may not contract for, or incur engineering fees in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) in the aggregate for the duration of his receivership, unless otherwise approved in advance by the Court, or thereafter for good cause shown to the Court; and

C. The Receiver may not contract for, or incur consulting fees or contractor fees in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) in the aggregate for the duration of his receivership, unless otherwise approved in advance by the Court, or thereafter for good cause shown to the Court.

D. The limitations herein do not apply to the Receiver's hiring of an operator for the Utility.

7.3 The Receiver shall request and maintain a copy of the resumes of professional service-providers who provide services for the Utility and copies of licenses of any operators hired to operate the Utility. The Receiver shall provide copies of the resumes and licenses to counsel of record for the parties to this lawsuit upon written request.

7.4 Nothing contained in this Order shall be construed to prohibit the Receiver from hiring any person to operate the Utility whom the Receiver reasonably deems qualified to do so. Nothing in this Order shall be construed to require the Receiver to hire any person to operate the Utility.

7.5 The Receiver shall familiarize himself, from time to time, with the services that TCEQ contractors may be able to provide to public drinking water systems. Prior to engaging any person or firm to assist in rate design and other matters relating to Utility operations, the Receiver shall inquire into whether any contractors hired by the TCEQ for the purpose of assisting public drinking water systems offer the services the Receiver seeks to procure. If the TCEQ contractor provides that service, before hiring other service providers, the Receiver shall make a determination as to whether the TCEQ contractor's services are more cost-effective and offer better quality of service for the job that the Receiver needs to complete. If the cost of any such services will increase the

aggregate amount spent on attorneys, engineers, accountants or consultants above the limits specified in paragraph 7.2 of this Order, the Receiver shall submit, along with his request to the Court, an analysis of why TCEQ contractors were not selected to provide the service.

8.0 Sale or Transfer of Utility Not Authorized Herein

8.1 Nothing contained herein shall be construed to authorize the Receiver to sell or transfer the Utility without further orders and authorization from the Court.

8.2 Notwithstanding the provisions of Paragraph 8.1 above, the Receiver may investigate prospects for sale of the Utility and report those prospects to the Court and the parties of record.

9.0 Financial Limitations; Depositories

9.1 The Receiver shall not incur expenses or make expenditures on behalf of the Utility that are not reasonably necessary to accomplish his duties as outlined in this Order.

9.2 The Receiver shall not make expenditures not authorized by this Order unless specifically ordered by the Court upon a motion agreed to by the parties or upon notice and a hearing.

9.3 The Receiver shall hold all funds received on behalf of the Utility in federally insured bank accounts in amounts that do not exceed federal insurance coverage

limits for any account the Receiver maintains. The Receiver may pay Utility expenses authorized by this Order or subsequent orders of this Court from these bank accounts.

10.0 Receiver's Compensation

10.1 The Receiver's compensation shall consist of a monthly fee of \$12.25 per active Utility connection per month, subject to the following conditions:

10.2 On a monthly basis, the Receiver may compensate himself for his services, but that monthly payment shall not exceed 60% of the monthly fee set in Paragraph 10.1.

10.3 The remaining 40% of the Receiver's compensation may only be paid after Court approval of a final accounting and a Court order approving the payment of the funds.

11.0 Inventories, Reports, and Records

11.1 FILING AND SERVICE LIST: The Receiver shall file all reports described in Paragraphs 11.2 through 11.4 and 11.7 below with the Clerk of this Court on or before the deadlines prescribed therein. He shall also send copies to counsel of record for each party and send copies by first class mail to the TCEQ Receivership Coordinator, on the same dates prescribed herein for filing reports with the Clerk. In regard to any reports that the Receiver is required to send to counsel and to the TCEQ Receivership Coordinator, the following conditions apply:

A. The Receiver may send copies of his reports in electronic form by e-mail, provided that the electronic documents bear his signature or other proof that they

are authentic and have been filed with the Court, and provided that they are in an electronic format which the recipients can open and read;

B. The Receiver may also send hard copies of his reports by U.S. mail, overnight courier, or fax;

C. The Receiver may use the following addresses and e-mail addresses to send copies of reports unless the he receives written notice of another address:

1. COUNSEL FOR THE DEFENDANT:

Keith Kebodeaux
Law Office of Keith Kebodeaux
2905 Toccoa Street
Beaumont, Texas 77703
Fax: (409) 383-0167

e-mail: kkebodeaux@keithkebodeauxlaw.com

2. COUNSELF FOR THE INTERVENORS

Roger Borgelt
Potts & Reilly, L.L.P.
401 West 15th Street, Suite 850
Austin, Texas 78701
Fax (512) 469-7480

e-mail: borgelt@pottsreilly.com

3. COUNSEL FOR THE STATE

Tom Bohl
Assistant Attorney General
Environmental Protection & Admin. Law Division
P. O. Box 12548
Austin, Texas 78711
Fax: (512) 320-0052

e-mail: gtb@oag.state.tx.us

4. TCEQ RECEIVERSHIP COORDINATOR

Terence Webb, Receivership Coordinator
MC 153
Texas Commission on Environmental Quality
PO Box 13087
Austin, Texas 78711-3087
Fax: (512) 239-6972

e-mail: twebb@tceq.state.tx.us

11.2 INVENTORY AND SUPPLEMENTAL INVENTORIES: Within thirty (30) days after filing his oath, the Receiver shall file an inventory of all property of the Utility. If the Utility obtains additional property, the Receiver shall file a supplemental inventory noting the acquisition as soon as practicable. The Receiver shall file the inventory and all supplemental inventories with the Clerk of this Court and serve a copy on each party of record.

11.3 MONTHLY REPORTS: The Receiver shall produce complete reports on all Utility activities for each calendar month or portion of a calendar month during his tenure. Each monthly report shall be filed with the Clerk of this Court and a copy served

on each party of record not later than the last day of the third month next following the month covered by the report (for example, a report for July, 2010 shall be filed and served on the parties not later than October 31, 2010). Each monthly report shall contain, at a minimum, records of all Utility business transacted and the status of all accounts.

11.4 STATUS REPORT: On or before the last day of the calendar month next following the EIGHTEENTH (18th) month after this Order is signed, the Receiver shall complete and file a report that contains at a minimum the following information:

- A. The condition and location of the Utility's physical plant, including collection or distribution lines, treatment facilities, disposal facilities, meters, and other fixtures and devices used to operate the Utility;
- B. The condition and integrity of the Utility's accounting system and finances and a statement of whether Utility rates and revenues are adequate for then-current operations and for operations in compliance with TCEQ regulations;
- C. A description of any changes in Utility business accounting and bookkeeping that were implemented by the Receiver and any additional changes that the Receiver recommends for the future;
- D. A description of any repairs, replacements or improvements to the Utility's water system or changes to the Utility's operation that need to be made in order to resolve any remaining instances of non-compliance with applicable state law, including without limitation, TCEQ regulations;

E. A description and analysis of potential options for accomplishing the goals described in Paragraph 11.4.D hereof. Subject to limits on expenditures set forth in this Order, the Receiver is not limited as to the number or type of options that he may analyze. The options may include, without limitation, the following:

- (1) complete or partial replacement of the Utility's water system or its components, to the extent necessary to accomplish the goals in Paragraph 11.4.D hereof;
- (2) interconnection with another public water system or treated water supplier; and
- (3) sale or transfer of the Utility to a third party, or merger with another public or private utility; and

F. estimated costs for each measure described Paragraph 11.4.E above and estimates of any revenue changes required to meet those costs.

11.5 ACTIONS AFTER FILING OF STATUS REPORT:

A. On or before the expiration of the THIRD (3rd) full calendar month next following the date when the Receiver files the Status Report required under Paragraph 11.4 hereof, the Parties shall:

- (1) review the options that the Receiver has presented for disposition of the Utility after the Receivership ends, and any other reasonable options; and,

(2) determine whether they can reach an agreement on the disposition of the Utility.

B. If the parties reach agreement on the disposition of the Utility after the Receivership ends, they shall report their agreement to the Court and, after consultation with the Receiver, make recommendations to the Court on how much additional time, if any, the Receiver may need to dispose of the Utility and wind up the Receivership. Nothing herein shall prevent the Receiver from making his own recommendations or responding to those made by the parties.

C. If the parties cannot reach agreement on the disposition of the Utility within the time prescribed in Paragraph 11.5.A. hereof, the Receivership created under this Order shall terminate within the time prescribed in Paragraph 3.2, unless the Court approves a motion to change the duration or terminate the Receivership under Paragraph 3.3.

11.6 PROFESSIONALS AND CONSULTANTS FOR STATUS REPORT:
Subject to the terms and limitations of Paragraphs 7.1 through 7.4 and Paragraph 11.7, the Receiver may hire professionals and consultants, if they are reasonably needed to assist him in preparing the report required by Paragraph 11.4. The expenses incurred in generating and filing the report required by Paragraph 11.4 shall not be included as part of the Receiver's regular compensation as provided in Paragraph 10.1.

11.7 EXPENDITURE LIMIT ON STATUS REPORT: Notwithstanding any other provisions in this Order, the total cost of generating and filing the report required by Paragraph 11.4 shall not exceed SEVENTHOUSAND FIVE HUNDRED AND NO/100 DOLLARS \$(7,500.00) unless additional costs are approved in advance by the Court or thereafter for good cause shown to the Court.

11.8 FINAL ACCOUNTING: Prior to his discharge, the Receiver shall prepare a final accounting, including a summary of his activities, and a summary of all assets and liabilities of the utility subject to his control as receiver and file it with the Court for approval. The Receiver shall send a copy of the report to counsel of record for each party and to the TCEQ Receivership Coordinator in accordance with Paragraph 11.1 hereof, and the final accounting must be approved by the Court before any final compensation is paid to the Receiver under Paragraph 10.3 hereof.

11.9 RECORDS: The Receiver shall be responsible for maintaining all Utility records. The Receiver may designate and compensate an agent to keep-Utility records on his behalf, so long as it does not unreasonably interfere with his ability to make records available as provided in Paragraph 11.10 hereof.

11.10 MAKING RECORDS AVAILABLE: Regardless of whether the Utility records are in the Receiver's possession or in the possession of the Receiver's agent, the Receiver shall:

A. Make the records readily available to counsel of record for any party to this lawsuit for inspection and copying during normal business hours, provided a written request is made and copies served on all other counsel of record; and

B. Have the records of system operations readily available for inspection and copying during ordinary regulatory inspections of the Utility by TCEQ staff.

12.0 Notification of Customers and Creditors

12.1 Within fourteen days after taking his oath, the Receiver shall notify in writing all known customers and creditors of the Utility that he has been appointed Receiver. This notice shall include a telephone number and address where the Receiver can be contacted.

13.0 Notification of Receiver

13.1 For the purpose of notice to or delivery of any item to the Receiver, the Receiver's address is P.O. Box 868, Navasota, Texas 77868. The Receiver's telephone number is (936) 825-7833, and his fax number is (936) 825-2354.

14.0 Miscellaneous

14.1 The Receiver is not required to file reports or provide notices within the timeframes set forth in this Order in the event that any party to this lawsuit or any third party should, by act or omission beyond the Receiver's reasonable control, cause the Receiver's performance to be delayed or rendered impossible.

14.2 Plaintiff is allowed such writs and processes as may be needed for the enforcement of this Order.

14.3 This Order may be executed in multiple parts, which together shall constitute a single original instrument. Any executed signature page to this Order may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.

Signed on: _____

JUDGE PRESIDING

AGREED AS TO FORM AND CONTENT:

Keith Kebodeaux 7/1/10
KEITH KEBODEAUX
State Bar No. 11144300
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2905 Toccoa Street
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ATTORNEY FOR DEFENDANT

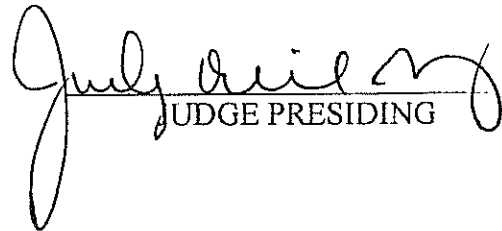
ROGER B. BORGELT
State Bar No. 02667960
Petts & Reilly, L.L.P.
401 West 15th Street, Suite 850
Austin, Texas 78701
Ph. (512) 469-7474
fax (512) 469-7480

ATTORNEYS FOR INTERVENOR


14.2 Plaintiff is allowed such writs and processes as may be needed for the enforcement of this Order.

14.3 This Order may be executed in multiple parts, which together shall constitute a single original instrument. Any executed signature page to this Order may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.

Signed on: July 8, 2010

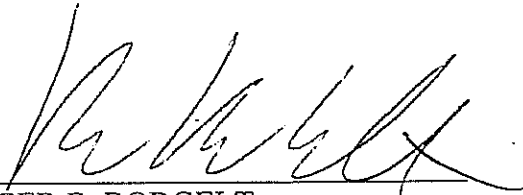

JUDGE PRESIDING

AGREED AS TO FORM AND CONTENT:



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ATTORNEY FOR DEFENDANT



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ATTORNEYS FOR INTERVENOR

Kathie Bryant

**KATHIE BRYANT, d.b.a Buena Vista
Water System**

DEFENDANT



GEORGE THOMAS (TOM) BOHL
State Bar No. 02564200

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Environmental Protection & Admin. Law
Division
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Austin, Texas 78711
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ATTORNEYS FOR PLAINTIFF