

SETTLEMENT AGREEMENT
SOAH DOCKET NO. 582-16-2586
TCEQ DOCKET NO. 2015-1624-MWD

This Settlement Agreement (the “Agreement”) is entered into as of the 29th day of March 2016, (the “Effective Date”) to resolve all issues in SOAH Docket No. 582-16-2586 (TCEQ Docket No. 2015-1624-MWD) between Randolph Todd Company, LLC, a Texas limited liability company (hereafter “Applicant”) and the following Protestants (hereafter collectively referred to as “Protestants”): 1) Patricia and Troy Brand, 2) Ellen McClellan, 3) Edward Harris, 4) Phyllis Yvonne Ritter, 5) Carole Farmer, 6) Nelda and Ronald Davis, 7) Susan Dooley Logue, 8) Randall and Nancy Pappas, 9) Daniel and Michele Laroe, 10) Elizabeth Martin, 11) Ted Martin, 12) Taylor Martin, 13) Hector X. Amaya, 14) Sabrina Houser-Amaya, 15) Franklin Houser, and 16) Bonnie Houser. For purposes of this Agreement the Applicants and Protestants are herein collectively referred to as the “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 TPDES Permit to authorize the discharge of treated domestic wastewater at a daily average flow not to exceed 390,000 gallons per day in the final phase in Comal County, Texas.

WHEREAS, TCEQ issued to Applicant draft TPDES Permit No. WQ0015314001 to authorize the discharge of treated domestic wastewater at a daily average flow not to exceed 390,000 gallons per day in the final phase in Comal County, Texas.

WHEREAS, the TCEQ considered hearing requests for the application by Applicant for TPDES Permit No. WQ0015314001.

WHEREAS, Protestants requested a hearing for TPDES Permit No. WQ0015314001.

WHEREAS, TCEQ determined that the following Protestants should be parties in a hearing for TPDES Permit No. WQ0015314001: 1) Patricia and Troy Brand, 2) Ellen McClellan, 3) Edward Harris, 4) Phyllis Yvonne Ritter, 5) Carole Farmer, 6) Nelda and Ronald Davis, 7) Susan Dooley Logue, 8) Randall and Nancy Pappas, 9) Daniel and Michele Laroe, 10) Elizabeth Martin, 11) Ted Martin, 12) Taylor Martin.

WHEREAS, TCEQ determined that the State Office of Administrative Hearings (“SOAH”) should determine whether the following Protestants should be granted party status in a hearing for TPDES Permit No. WQ0015314001: 1) Hector X. Amaya, 2) Sabrina Houser-Amaya, 3) Franklin Houser, and 4) Bonnie Houser.

WHEREAS, the docket numbers for the hearing for TPDES Permit No. WQ0015314001 are: SOAH Docket No. 582-16-2586 and TCEQ Docket No. 2015-1624-MWD.

Settlement Agreement

WHEREAS, the Parties conducted a Joint SOAH Mediation of the Application on March 24, 2016, and have subsequently reached a settlement of the issues in SOAH Docket No. 582-16-2586 and TCEQ Docket No. 2015-1624-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, TPDES Permit No. WQ0015314001, and SOAH Docket No. 582-16-2586 and TCEQ Docket No. 2015-1624-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 “210 Irrigation Area” means the approximately 200 acres of the Property that are set-aside for beneficial reuse pursuant to 30 TAC Chapter 210.

1.02 “Application” means the Application of Randolph Todd, LLC for Permit No. WQ0015314001.

1.03 “Collection System” means wastewater lines and related appurtenances designed and constructed to convey Wastewater generated within the Project to the Wastewater Plant.

1.04 “Commencement of Construction” means the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction.

1.05 “Construction Activity” means clearing, grading, and excavating that results in land disturbance of equal to or greater than one acre. Construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

1.06 “Developer” means Randolph Todd Company, LLC and any subsequent developer to which any portion of the Project is conveyed.

1.07 “MBR” means membrane bioreactor.

1.08 “MUD” means the Municipal Utility District for the Property as petitioned for creation on October 14, 2015 by Franklin Meyer, Deloris Meyer, Terry Meyer, and Vicky Lynn Meyer.

1.09 “Parties” means the “Parties” to this Agreement, *i.e.*, the Applicants, and Protestants, collectively.

Settlement Agreement

1.10 “Permit” or “WWTP Permit” means the TPDES Permit No. WQ0015314001.

1.11 “Permit Holder” means Randolph Todd Company, LLC and any person or entity to whom the WWTP Permit is conveyed or transferred.

1.12 “Project” means the development on the Property, including all related subdivision infrastructure and improvements necessary to serve the homes and commercial lots located on the Meyer Ranch Development.

1.13 “Property” or “Project Property” means the combined approximately 691.4 acres depicted in Exhibit A to this Agreement.

1.14 “Property Owners” means the owners of the Property, which at the time of this agreement are Franklin Meyer, Vicky Meyer, and Terry Meyer.

1.15 “Randolph Todd Company, LLC,” a Texas limited partnership and its successors and/or assigns, together with all subsidiary and affiliated entities owned or controlled by Randolph Todd Company, LLC.

1.16 “TAC” means Texas Administrative Code.

1.17 “TCEQ” means the Texas Commission on Environmental Quality or its successor agencies with jurisdiction over the Permit.

1.18 “Total Buildout” for purposes of Section 3.08 of this Agreement means 1500 homes.

1.19 “Wastewater System” means the Wastewater Plant, Irrigation System and Collection System.

1.20 “Wastewater Plant” or “WWTP” means the facility constructed to treat Wastewater generated within the Project in accordance with the Permit.

1.21 “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 either or both SOAH Docket No. 582-16-2586 within five business days of the date of the last signatory executing this Agreement, and (ii) not oppose any motion for remand or recommendation for the granting of the application for the issuance of TPDES Permit No. WQ0015314001 in SOAH Docket No. 582-16-2586 or TCEQ Docket No. 2015-1624-MWD. Protestants’ withdrawal of their hearing requests may be conditioned upon a request by Randolph Todd LLC for revision of the permit as described in Paragraph 3.02 of this Agreement.

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

Settlement Agreement

2.03 Protestants agree that they will not pursue any protests or hearing requests with the TCEQ regarding the application for the formation of Meyer Ranch Municipal Utility District of Comal County. Likewise, if Applicant complies with Paragraph 3.02 of this Agreement, Protestants will not prosecute any protests or hearing requests with the TCEQ regarding the application for the issuance of TPDES Permit No. WQ0015314001, SOAH Docket No. 582-16-2586, or TCEQ Docket No. 2015-1624-MWD.

2.04 If Protestants receive any inquiry regarding their position regarding the MUD application, Protestants will respond that they have reached a settlement with regard to the MUD Application.

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 The Permit Holder shall not transfer the Permit unless the new Permit Holder agrees to be bound by the terms of this Agreement.

III. PERMIT HOLDER/DEVELOPER OBLIGATIONS

3.01 **210 Beneficial Reuse.** Permit Holder shall apply for a Chapter 210 Beneficial Reuse Authorization. Within five (5) business days of submitting this application to TCEQ, a copy of the 210 Beneficial Reuse application shall be provided to Protestants Representatives. Permit Holder will phase in the number of acres irrigated with treated wastewater and, prior to reaching capacity of the final phase, as described in the Permit, Permit Holder shall irrigate at least 200 acres with treated wastewater. Throughout the phase-in of acres irrigated, Permit Holder shall use sufficient irrigable land to apply effluent that is being generated at all times at a rate no higher than the rate required for applying 390,000 gallons per day on the 200 acres without causing or resulting in runoff from the irrigation acreage. The initial 210 Beneficial Reuse application shall be filed within 90 days of Permit issuance.

3.02 **Modifications to Permit.** Within five (5) business days of the filing of Protestants' hearing request withdrawal pursuant to Paragraph 2.01 of this Agreement, Randolph Todd Company, LLC, 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) The Permit will include a total nitrogen limit for discharges of 8 ppm (daily average) (this limit shall only apply when discharging, and shall not be applicable when land applying pursuant to a Chapter 210 Beneficial Reuse Authorization);
- (2) The Permit will include a requirement for the use of UV disinfection;
- (3) The Permit will require the installation of (a) storage for 1 million gallons of effluent prior to the operation of the first phase of the Wastewater Permit, and (b) storage for an additional 1 million gallons of effluent prior to the operation of the final phase of the Wastewater Permit. (The storage facilities may be an open lined pond and may consist of multiple ponds); and,

Settlement Agreement

- (4) The Permit will include a requirement that the Permittee employ a Class A Wastewater Treatment Plant Operator.

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

3.03 WWTP Design. Permit Holder will construct a MBR WWTP that will include the following features: raw influent screening, covers for all tankage, blowers per manufacturer recommendation, and UV disinfection.

3.04 Permit Compliance. Permit Holder shall comply with all conditions of TPDES Permit No. WQ0015314001.

3.05 210 Irrigation Area Buffer Zones. Developer and/or Permit Holder will ensure that a 50-foot set-back from the centerline of Dry Comal Creek is maintained for any 210 Irrigation application.

3.06 Sampling. Permit Holder will sample in accordance with Permit requirements and will forward to Protestant Representatives a copy of all Discharge Monitoring Reports (DMRs). Permit Holder will provide Protestants' Representatives with at least 48 hours notice of its intent to conduct normal sampling, and shall provide protestants with an opportunity to split water samples required by the Permit.

3.07 Groundwater Monitoring. Permit Holder will sample groundwater well 9C (as designated in the Application) on the Development on an annual basis for total dissolved solids (TDS), chloride, sulfate, calcium, magnesium, nitrate nitrogen, orthophosphate phosphorus, and *e. coli*. Permit Holder will also sample the well closest to the Development on the property of Ed Harris (1670 South Cranes Mill Road, 78132) on an annual basis for TDS, chloride, sulfate, calcium, magnesium, nitrate nitrogen, orthophosphate phosphorus, and *e. coli* (the "Ed Harris Sampling"). The Ed Harris sampling will be undertaken only so long as Ed Harris grants access for such sampling (with 48 hours' notice) and for so long as Ed Harris owns the Ed Harris property. Initial sampling of each well will be performed prior to initial operation of the WWTP, and sampling shall occur on an annual basis thereafter.

3.08 Groundwater Usage.

(a) Neither Developer nor Permit Holder will increase the capacity of any existing groundwater well on the Development.

(b) Neither Developer nor Permit Holder will drill any additional groundwater well(s) on the Development.

(c) Neither Developer nor Permit Holder will allow any additional groundwater wells on the Development.

(d) Neither Developer nor Permit Holder will utilize groundwater after the earlier of:

(1) Five years after Commencement of Construction; or,

(2) The date upon which Developer achieves 50% of Total Buildout.

(e) Developer or Permit Holder will notify Protestants' Representatives within 30 calendar days of the earlier of the following:

(1) Five years after Commencement of Construction; or,

(2) The date upon which Developer achieves 50% of Total Buildout.

(e) Developer and Permit Holder will limit any groundwater use to the following uses: landscape, road construction, and/or limited livestock use.

(f) Prior to Construction Activities, Developer or Permit Holder will install a meter on each groundwater well and will report the volume of groundwater usage to Protestant Representatives upon request, but no more than on a monthly basis. These meters will be maintained in good working condition.

(g) Nothing in this Agreement prohibits or limits Franklin Meyer from using groundwater wells for his personal use.

3.09 WWTP Traffic. Permit Holder will require that all traffic for WWTP construction and operation will be via Highway 46.

3.10 Development Runoff. Developer and Permit Holder will require that any discharge from the Development comply with Comal County regulations concerning stormwater runoff. In compliance with Comal County Regulations, a Downstream Impact Analysis shall be performed demonstrating that the effect of modifying the area to the anticipated fully developed condition will not increase the peak 100-year storm water discharge rate from the project area to any contiguous property. Developer and Permit Holder will provide a copy of the Downstream Impact Analysis to Protestants Representatives and legal counsel as identified in Paragraph 5.03 of this Agreement.

3.11 Dark Sky Provisions. Developer and Permit Holder will require that the Development will adopt dark sky provisions that are at least as stringent as the current Comal County Order No. 367.

Settlement Agreement

3.12 **Impervious Cover.** Developer and Permit Holder agree that impervious cover in the development will not exceed 35%.

3.13 **Chapter 213.** Developer and Permit Holder will comply with applicable provisions of Chapter 213 of 30 Texas Administrative Code.

3.14 **Emergency Power.** Permit Holder agrees that the WWTP and any lift stations will have emergency power (dual feed or emergency generator).

3.15 **Attorney's Fees.** Developer will pay Protestants' attorney \$15,000 within 30 days of permit issuance.

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

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 termination or 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 **Remedy for Failure to Assign.** If Randolph Todd, LLC is granted TPDES Permit No. WQ0015314001 and transfers that permit to another entity without also assigning its rights and obligations hereunder to the New Permit Holder in accordance with Paragraph 6.01 of this Agreement, then Randolph Todd, LLC shall pay a Protestant Representative on behalf of the Protestants named in this Agreement \$200,000.

4.03 **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.

4.04 **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.

4.05 **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.

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: c/o Ed Harris,
Protestant Representative
1670 South Cranes Mill Road
New Braunfels, Texas 78132
Ph: (210) 602-3899
E-mail: travelingman@gvtc.com

c/o Sabrina Houser-Amaya
Protestant Representative
1741 Herbelin Road
New Braunfels, TX 78132
Ph: (830) 456-2787
E-mail: sabrina@drycomalcreek.com

Eric Allmon
Protestant Representative
707 Rio Grande St., Suite 200
Austin, TX 78701
Ph: (512) 469-6000
E-mail: eallmon@lf-lawfirm.com

To Applicant: Randy Rollo
Randolph Todd Company, LLC
4807 Spicewood Springs Road
Building 2, Suite 104

Austin, TX 78759

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).** (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

Settlement Agreement

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. Except as expressly provided in this Agreement, no party may assign its rights and obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld. 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. Nothing in this Agreement precludes the assignment of the rights and benefits of this Agreement to the heirs, successors and assigns of the Protestants owning a fee title interest in and to the land owned by the Protestants.

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 March 30, 2016, upon the execution of all of the Parties.

5.16 Confidentiality. This Agreement is not confidential.

5.17 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. Randolph Todd LLC 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 Randolph Todd, LLC under this Agreement and agrees to comply with the terms of this Agreement as successor to Randolph Todd LLC. Neither Applicant nor any subsequent Permit Holder will convey or transfer the WWTP 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. 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.

Executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties:

(Signatures on following page)

**Developer
Randolph Todd Company, LLC**

_____ Date: _____
Randy Rollo
Managing Partner

**Permit Holder
Randolph Todd Company, LLC**

_____ Date: _____
Randy Rollo
Managing Partner

Protestants

_____ Date: _____
Sabrina Houser Amaya, on behalf of Patricia and Troy Bland, Ellen McClellan, Edward Harris, Phyllis Yvonne Ritter, Carole Farmer, Nelda and Ronald Davis, Susan Dooley Logue, Randall and Nancy Pappas, Daniel and Michele Laroe, Elizabeth Martin, Ted Martin, Taylor Martin, Hector X. Amaya, Sabrina Houser-Amaya, Franklin Houser, and Bonnie Houser