

Tony Georges & Travis Acreman

109 W Dallas Street | 646.763.2366 | tsacreman@gmail.com

January 18, 2022

Mandy Roane, City Manager
Zoning Official
City of Marfa
113 S Highland Avenue
Marfa, TX 79843

Dear Mandy,

On April 5, 2021 Travis Acreman and I were granted a permit (2021-28) for renovations at 109 West Dallas Street. Work commenced immediately thereafter.

On December 10, 2021 I became aware that persons other than ourselves had gone to Marfa City Hall that day and made statements contrary to the facts, including statements pertaining to our permit, the validity of said permit, and our lawful ownership of portions of our property.

That same evening, I spoke by phone with Mr. James B. "Boots" Reeder, residing at 1925 Cedar Springs in Dallas, Texas. Mr. Reeder is a non-interested party. While no statements were made to affirm, nor evidence presented as to the nature of the standing Mr. Reeder was asserting towards our property, my understanding at the time was that Mr. Reeder was speaking on behalf of Ms. Bea Harper, residing at 1925 Cedar Springs in Dallas, Texas, claiming homestead at 105 West Dallas in Marfa. Ms. Harper's property immediately neighbors ours to the East. We had never met or seen Ms. Harper previously, and it was she who answered the phone call before handing the phone to Mr. Reeder.

During the aforementioned phone call, Mr. Reeder made statements to me that he (expressed to me by him in the first person as "I") was going to sue Travis and I along with the City of Marfa over our construction. As we were in full compliance with the permit granted to us, we knew any such action would be wholly without merit. However, as bona-fide actual residents of Marfa, a community we care deeply about, we were concerned that even an action entirely without merit could injure the town we love so much by unnecessarily draining municipal resources. As such, we chose to agree to meet with him and Ms. Harper the following day to discuss the matter in hopes of achieving an understanding.

On December 11, 2021 I met with Mr. Reeder and Ms. Harper. At this meeting Mr. Reeder once again asserted his intention to sue both Travis and myself, and the City of Marfa. Specific demands were not made to me during this meeting, but their "concerns" were expressed; I was told demands would be forthcoming at a later date.

In an effort to resolve this unexpected and unwarranted controversy, and in fear of the possibility of vexatious litigation, both for us and Marfa, I offered to meet with them the following day and, in essence, give them what I believed they were asking for - though I was only speculating as to what that was. I was simultaneously aware I was under no obligation, legal or otherwise, to do so.

On December 12, 2021, I again met with Mr. Reeder and Ms. Harper and we reached a settlement, though this settlement would require a variance as defined in the city's Planning and Zoning Ordinance, and an affirmative vote by the Board of Adjustment.

On December 13, 2021 I entered an application for the variance as agreed and wrote to Ann Dunlap, Secretary of the Board of Adjustment, describing the nature of the need for such a variance (enclosed) and indicated that the request was by mutual consent by all interested parties. These were the facts as I understood them at the time.

On January 7, 2022 Travis and I offered to meet with Mr. Reeder and Ms. Harper after learning that they had become potentially dissatisfied with the resolution reached the previous month. We met in person and spoke through their "concerns" again, and significant gestures were made, by us to them, in an effort to keep our agreement intact. However, no specific agreement or understanding was reached on this day. We were told that demands would be forthcoming. Mr. Reeder also admitted at this meeting that he had previously sued over a local municipal matter in Marfa, "and won."

At this stage Travis and I began to have serious concerns, as Mr. Reeder and Ms. Harper had failed, in our view, to understand that they had no claim on our property and that any offers of concession by us had been made in a good faith attempt to deescalate a situation from devolving into costly vexatious litigation by Mr. Reeder against Travis and I, and the City.

On January 13, 2022 I received a call from Mr. Reeder, wherein unreasonable demands were expressed that I had previously refused. I told him that I would not agree and Mr. Reeder asserted that Ms. Harper would therefore object to the variance request pending application with the Board of Adjustment.

As the compromise was offered solely as a gesture to Ms. Harper in hopes of mitigating the risk of vexatious litigation by Mr. Reeder, the knowledge that she would object rendered the application's purpose void. Travis and I therefore decided to withdraw the application.

On January 14, 2022 I informed Mr. Reeder and Ms. Harper that I would cancel the request for variance. We have not communicated since.

Travis and I have no legal education. We have not retained or received legal counsel on this matter. However, we are aware that vexatious litigation is an extremely powerful tool often used to harass, intimidate and discriminate, and can cost all parties involved staggering resources and time.

Travis and I have a significant portion of our life savings invested in the property at 109 West Dallas, which currently stands incomplete.

We have become too afraid Mr. Reeder's threats of litigation to continue as planned. Even though we realize his role as a non-interested party would lead to a court ruling in our favor, the risk of lost money as a result of vexatious litigation, and potential delays created thereby, are simply too great for us to risk.

Furthermore, in our continuing capacity as bona-fide actual residents of Marfa, we feel Mr. Reeder's threat of baseless litigation against the city outweighs the benefits Travis and I would enjoy individually by having the property we had always dreamt of.

After analysis and review, we have made the decision to immediately cease with the project as planned and permitted, and I write to you today to request a new permit, reflecting a new project which would allow us to preserve the tremendous expenses we have already undertaken at the property, while simultaneously adhering strictly to local ordinances in our district of zoning (C-2).

Adhering strictly to C-2 zoning requirements, and remaining compliant therein, removes any potential ambiguity which may arise by combining characteristics of multiple zoning districts. This assures us that no reasonable body or court would seriously entertain any challenge, brought by any party, of any kind, at any level, or for any reason whatsoever. The matter is black and white.

We feel we have no other choice which protects ourselves and the city, while preserving our investment so far.

Required documents and illustrations for permitting are enclosed. Should you have any questions, please feel free to reach out to me on my cell at 646 763 2366.

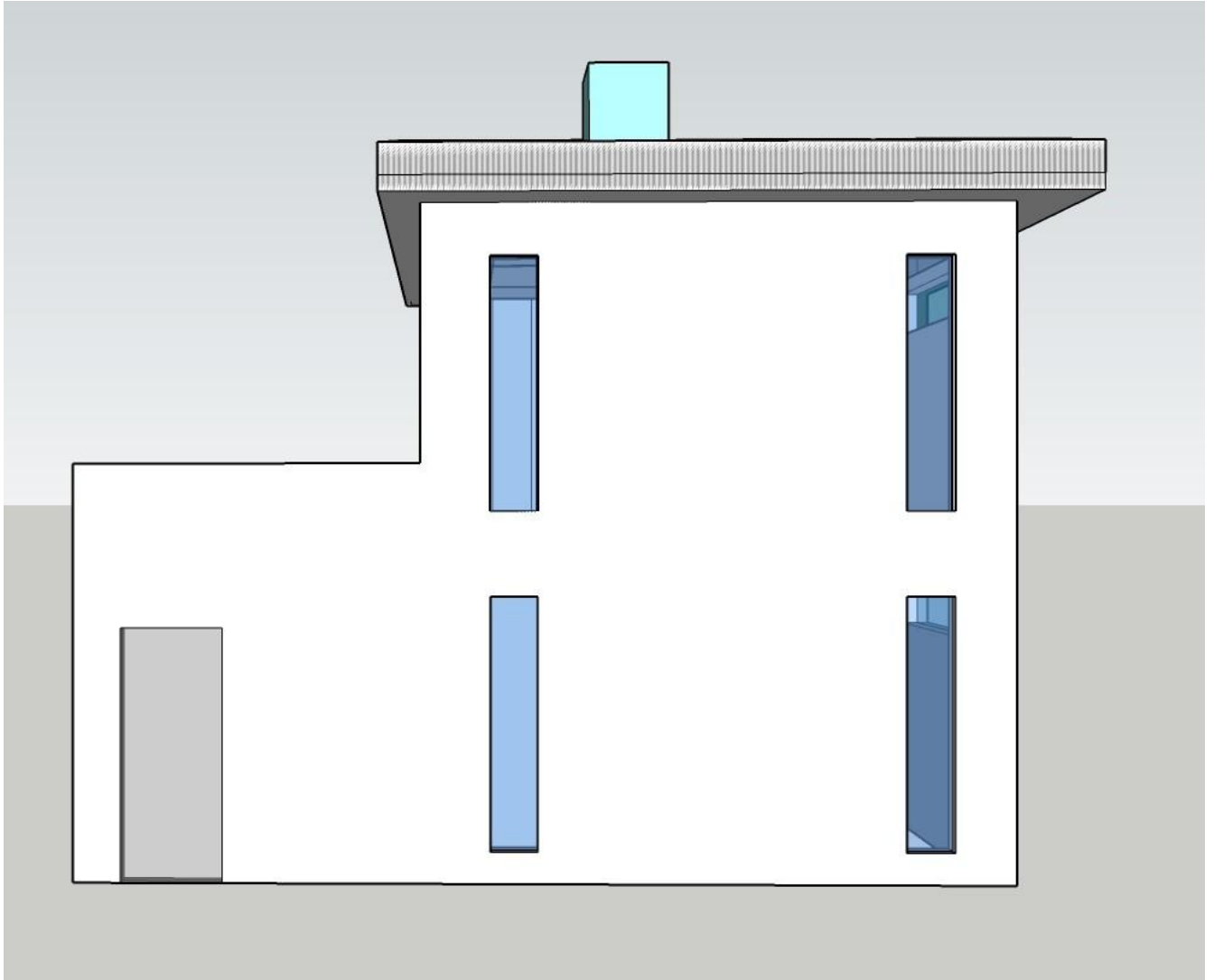
I sincerely apologize for all the trouble this matter has caused the city. Travis and I maintain that we have, at every turn, acted in good faith and have never been in a state of non-compliance with local ordinances. Unfortunately, we are just two individuals with no legal training; we are hopeful that the loss of our dream project, a bitter life lesson, may further our endeavors moving forward. The grant of a new permit will allow us to pick up the pieces and move on.

Sincerely Yours,

A handwritten signature in black ink, appearing to read 'Tony Georges', with a stylized, looped flourish at the end.

Tony Georges

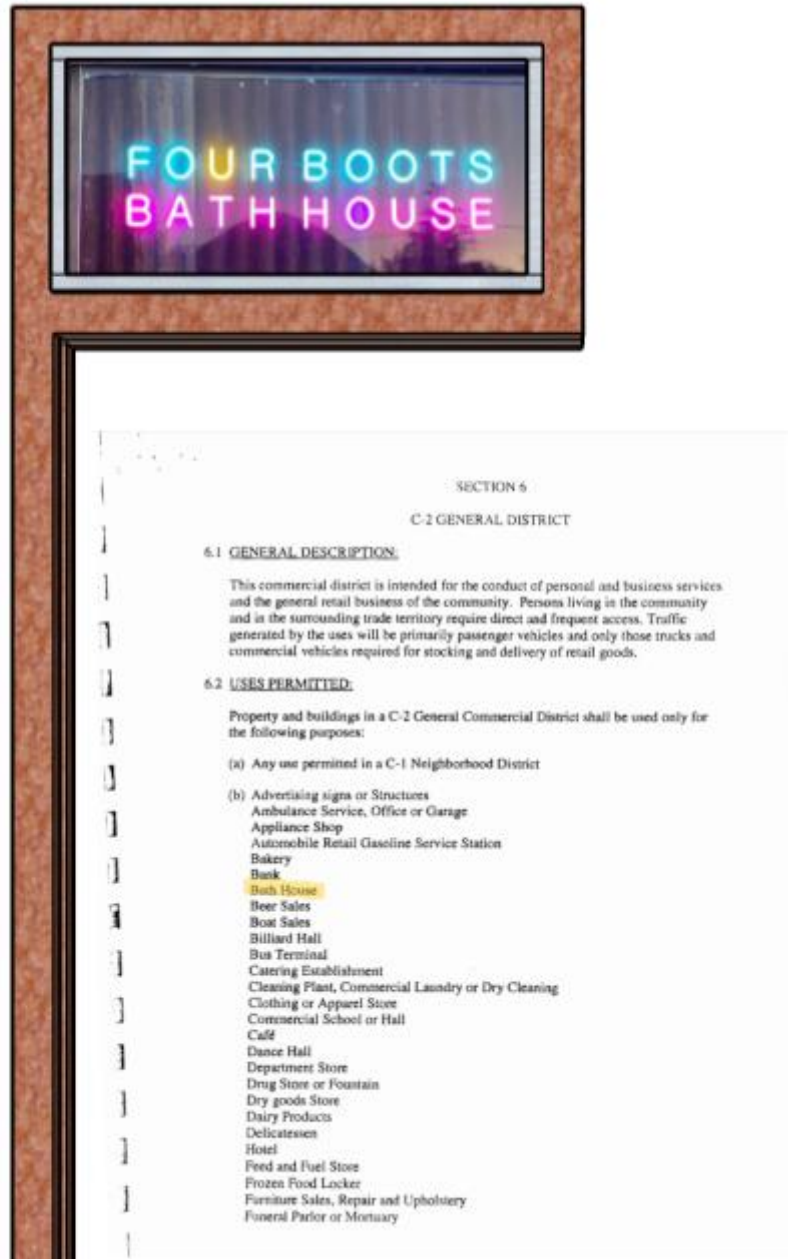
City of Marfa permit #2021-28



Enlarged dwelling to be used as
applicants' homestead,
as permitted on April 5, 2021

City of Marfa permit #2021-28

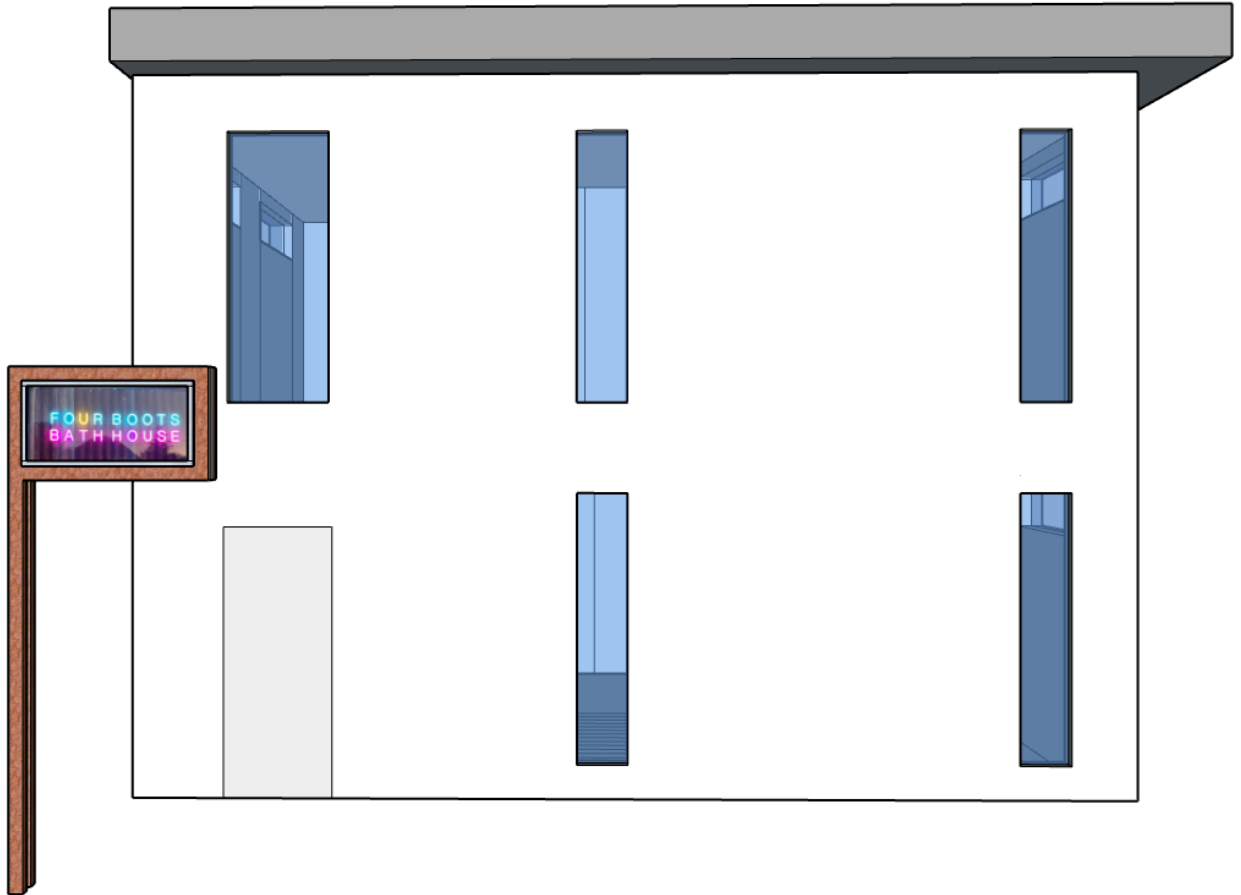
Amended



C2 Commercial Land Use

Bath House

C2 Commercial Land Use Bath House



Amended building plan

May the 4th, 2023

Gary R. Rice, P.C.
4514 Travis Street, Suite 220
Dallas, TX 75205
(214) 572-8020
SMUGRR@yahoo.com

Dear Mr. Rice,

We are in receipt of your latest communication, which now suddenly and out of the blue asserts a false claim of adverse possession by your clients, Bea Harper and James B. “Boots” Reeder, towards our property, wherein your clients make a claim that they are the actual owners of this property, and that they intend to take legal action to seize this property from us. The urgent need articulated by your clients to take this action, which is wholly without legal merit, is purportedly “due (sic) many Javelinas” entering upon their property, and, purportedly, causing mass destruction.

We appreciate that the former wall that stood wholly on our own property may have previously served as a barrier to javelinas trespassing upon your client’s property. However, in an effort by your clients to have our lawful construction forcibly demolished, your clients expressed to City of Marfa officials that this wall was not safe or structurally sound, and that they feared it would fall over into their house. As a gesture to your clients, we removed this wall to appease their safety concerns, at great expense. We further remind you that the relief your clients purport to seek is available to them by erecting a fence or barrier on their own property and at their own expense.

However, we always consider demand letters written by a lawfirm threatening litigation to be an escalation that we cannot ignore. We feel we must act defensively to make it absolutely certain that we cannot be held liable in any way possible for either a) destruction caused by javelinas, or b) aiding or giving safe harbor or passage to javelinas who would harm Ms. Harper’s property.

We have designed and received permits to construct a brand new anti-javelina protection system that fully asserts our position against javelinas entering your client’s property. To be absolutely clear, we do NOT stand with or otherwise support any javelina or group of javelinas who would wish to enter Ms. Harper’s yard; we find any such javelina to be found aspiring to cause destruction to Ms. Harper’s property to be repugnant and we publicly and openly denounce them. Our newly designed and one-of-a-kind anti-javelina protection system, as outlined in our drawings attached hereto, shall be accompanied by wildlife cameras, contained solely on our property, to ensure that we are accurately able to monitor the success of the measures we will have put into place. We are pleased to say that we expect a 100% success rate.

Keep in mind that we are under no legal obligation to provide this security system to your clients, but instead have elected to do so as a gesture to our neighbors.

Sincerely,

Two handwritten signatures in black ink. The first signature on the left is stylized and appears to be 'Tony'. The second signature on the right is more cursive and appears to be 'Travis'.

Tony Georges & Travis Acreman

ANTI-JAVELINA PROTECTION SYSTEM*



PHOTOLUMINESCENT (GLOW IN THE DARK)

DOUBLE SIDED ALLOWING FOR TWICE THE PROTECTION

* WILDLIFE CAMERAS ON OUR PROPERTY TO ~~TRAC~~ EFFICACY ;
ANTICIPATED SUCCESS RATE: 100% (APPROXIMATE)

C2 Commercial Bath House



C2 Commercial Bath House



Illustration of final site plan

C2 Commercial Land Use Bath House

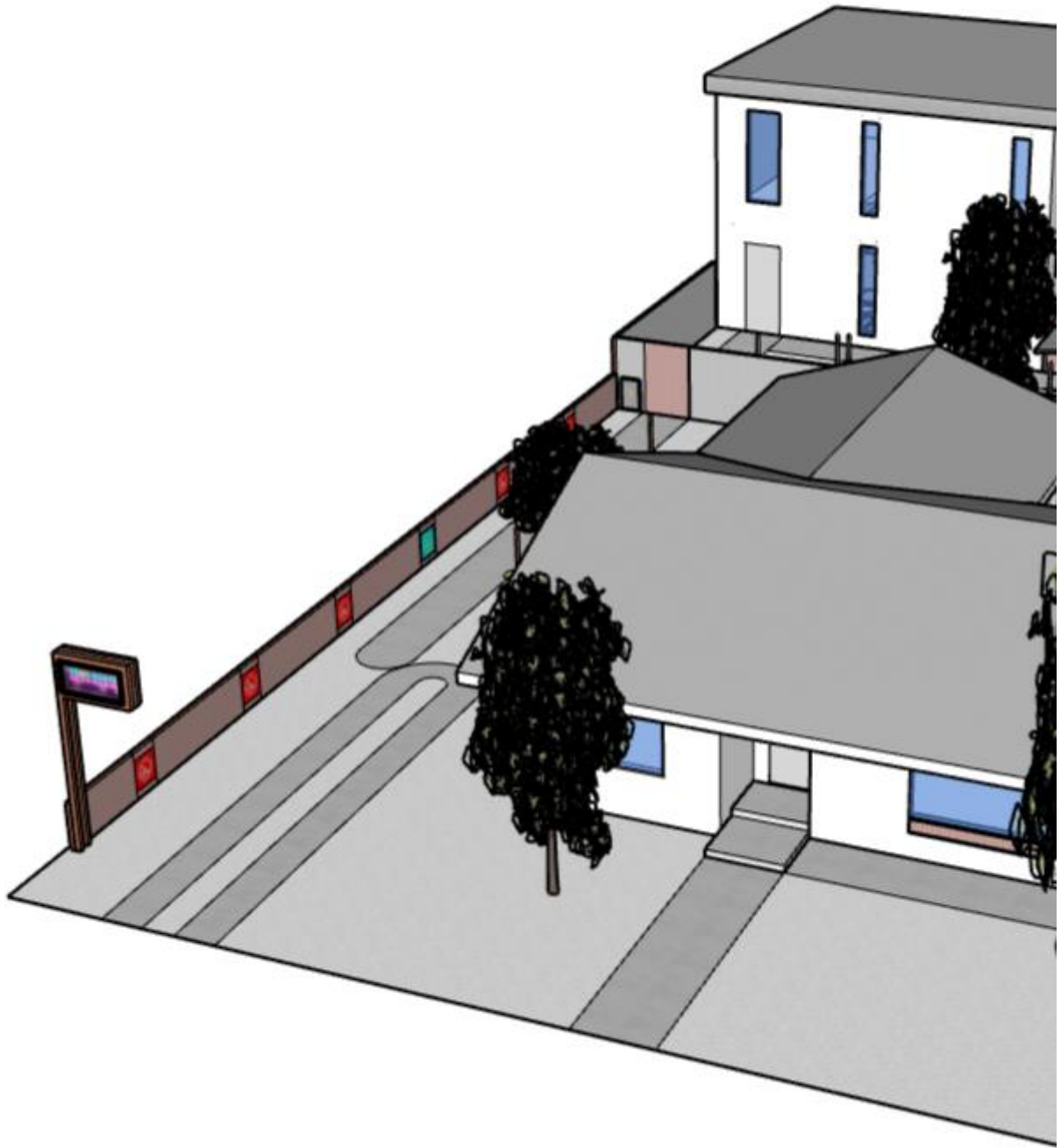


Illustration of final site plan