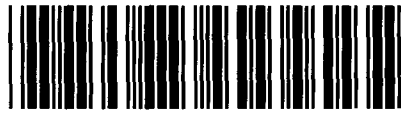


Control Number: 44849



Item Number: 14

Addendum StartPage: 0



RECEIVED

DOCKET NO. 44849

2017 JUL 28 AM 10:26

PUBLIC UTILITY COMMISSION  
FILING CLERKAPPLICATION OF VM NEIGHBORS  
WATER GROUP FOR EXEMPT  
UTILITY REGISTRATION§  
§  
§  
§  
§  
§  
§  
§  
§  
§PUBLIC UTILITY COMMISSION OF  
TEXAS**APPLICANT'S MOTION TO LIFT ABATEMENT AND  
SUPPLEMENT TO APPLICATION**

Comes now, applicant VM Neighbors Water Group (VM Neighbors) and would show the following in response to Order 2 of the Public Utility Commission of Texas (the Commission).

**I. INTRODUCTION**

On June 16, 2015, VM Neighbors filed its Application for Exempt Utility Registration, the matter before the Commission in this docket. On July 16, 2015, the Commission rendered Order No. 2 finding VM Neighbors' application deficient as identified in Commission Staff's filed comments and recommendations (Item Nos. 3 and 4). Order No. 2 also identified the need for the nine tracts making up VM Neighbors (the VM Neighbors Tracts) to be decertified from the Childress Creek Water Supply Corporation (Childress Creek) CCN No. 11000. In response to Order No. 2, VM Neighbors requested that the Commission abate this docket until the decertification in Docket No. 44843 was complete. The Commission granted VM Neighbors' request by Order No. 3 rendered on August 20, 2015 (Item No. 7).

The Commission rendered its Notice of Approval of Childress Creek's application to amend its CCN in Docket No. 44843 on September 7, 2016 (Item No. 27, Dkt. No. 44843). Since that time, VM Neighbors has been addressing organizational issues brought about by the death of its developer and President in early 2016. Having now resolved the organizational issues, VM Neighbors hereby files its motion to abate and supplement to its application.

14



## **II. ELIGIBILITY FOR EXEMPT UTILITY STATUS**

VM Neighbors applied for an exempt utility registration. Pursuant to Commission rule,

A water utility or water supply corporation is exempt from the requirement to possess a CCN to provide retail water utility service if it:

- (A) has less than 15 potential service connections;
- (B) is not owned by or affiliated with a retail public water utility, or any other entity, that provides potable water service;
- (C) is not located within the certificated service area of another retail public water utility; and
- (D) is not within the corporate boundaries of a district or municipality unless it receives written authorization from the district or municipality.<sup>1</sup>

VM Neighbors has only nine service connections and has no plans to add additional service connections. Further, VM Neighbors has been decertified from the service area of Childress Creek in Docket No. 44843. It is not owned by or affiliated with a retail public water utility or any other entity that provides potable water service, and it is not within the corporate boundaries of a district or municipality. VM Neighbors therefore meets the Commission's exempt-utility requirements.

## **III. APPLICATION SUPPLEMENT**

The Staff Recommendation referenced by the Commission in Order No. 2 relied on an attached Interoffice Memorandum, in which Staff requested that VM Neighbors provide the following information:

1. confirmation of the total current and future connections;
2. a copy of the water purchase agreement from Command Decisions, Inc.;
3. documentation supporting the tap fee of \$500.00; and
4. a large-scale map showing only the proposed service area with enough detail to accurately locate the service area in the vicinity of surrounding roads, streets, and highways.

The following description and exhibits are intended to supplement the materials filed by VM Neighbors on June 16, 2015 and become a part of the application. VM Neighbors includes here

---

<sup>1</sup> 16 Tex. Admin. Code § 24.103(e) (TAC)



the information requested by Staff in the Interoffice Memorandum relied on in Commission Staff's Response to Order 1.

1. VM Neighbors hereby confirms, as requested by the Commission, that it currently has nine service connections and has no plans to add additional service connections.

2. VM Neighbors attaches here as Exhibit A the Amended and Restated Water Purchase Agreement between Command Decisions and VM Neighbors, as requested by the Commission.

3. In support of its tap fee of \$500.00, VM Neighbors attaches as Exhibit B financial projections for the next five years.

4. VM Neighbors attaches as Exhibit C-1 a large-scale map showing only the proposed service area with enough detail to accurately locate the service area in the vicinity of surrounding roads, streets, and highways. Digital mapping data is enclosed as well, labeled Exhibit C-2.

The VM Neighbors Tracts are nine tracts of land located in Bosque County, Texas, as depicted on the detail map, attached as Exhibit C-1. There is a groundwater well located on Tract 4 along with related easements to serve the VM Neighbors Tracts. VM Neighbors is a Texas non-profit corporation formed to provide a structure for managing the water system on the VM Neighbors Tracts. The VM Neighbors membership consists of the owners of the VM Neighbors Tracts, who will operate the water system under the VM Neighbors Water Group Rules and Regulations ("Rules"), attached here as Exhibit D. The VM Neighbors Rules serve as the utility's tariff and include the service policies required by the Commission's application form.

The President of the VM Neighbors water system is Michael Lemuel Brown, who was elected as President of the board of directors on June 17, 2017. Mr. Brown will be the primary operator of the water system. VM Neighbors will purchase water from Command Decisions, Inc. as described in the Amended Water Purchase Agreement, attached here as Exhibit A.

#### **IV. PRAYER**

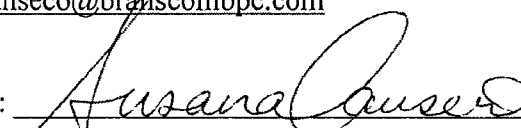
VM Neighbors respectfully requests that the Commission grant VM Neighbors' motion to lift the abatement in this docket. VM Neighbors further requests that the Commission, upon review of the supplemental materials provided here, find its application administratively complete.



Respectfully Submitted,

RHONDA G. JOLLEY  
State Bar No. 08980450

SUSANA E. CANSECO  
State Bar No. 24047829  
Branscomb | PC  
711 Navarro St., Ste. 500  
San Antonio, TX 78205  
(210) 598-5400  
(210) 598-5405 (fax)  
[scanseco@branscombpc.com](mailto:scanseco@branscombpc.com)

By:   
SUSANA E. CANSECO  
Attorney for Applicant VM Neighbors Water Group

### CERTIFICATE OF SERVICE

I, Susana E. Canseco, attorney for applicant VM Neighbors Water Group, certify that a copy of this document was served on all parties of record in this proceeding on the 27<sup>th</sup> day of July, 2017 in accordance with 16 TAC § 22.74.

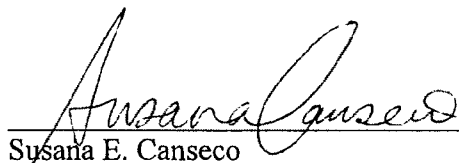
  
Susana E. Canseco



Exhibit A  
to Applicant's Supplement



**AMENDED AND RESTATED WATER PURCHASE AGREEMENT**

STATE OF TEXAS           §  
                                      §  
 COUNTY OF BOSQUE       §

This Amended and Restated Water Purchase Agreement (the “Agreement”) is made and entered into on this the 25<sup>th</sup> day of July, 2017 (“Effective Date”), by and between Command Decisions, Inc., a Texas corporation, whose address is 3030 W. Beauregard Ave., San Angelo, TX 76901, (“Command Decisions”) and VM Neighbors Water Group, a Texas non-profit corporation, whose address is P.O. Box 399, China Springs, TX 76633 (the “Water Group”).

**Recitals**

A. Command Decisions owns the groundwater described in (i) that certain Groundwater Deed and Easements executed November 29, 2012, and in (ii) that certain Groundwater Deed and Easements executed March 17, 2017, both recorded in the Official Public Records of Bosque County, Texas (the “Water”), attached hereto as **Exhibit “A” and Exhibit “B”**, along with a well (“Well”), delivery system and appurtenances thereto (“Delivery System”), and certain easements (“Easements”) (collectively, the “Water Supply System”).

B. Command Decisions and the Water Group entered into that certain Water Purchase Agreement dated effective November 29, 2012 (“Existing Agreement”); and

C. On March 28, 2016, Bert Dickens, Inc., the original owner of the surface estate of the User Property, as defined below (the “Original Owner”), conveyed to Rolling Vistas, Ltd., a Texas limited partnership (the “Surface Owner”), the User Property saved and except Tract 4, Tract 5, and Tract 8.

D. The Parties desire to enter into this Agreement in order to clarify, amend and restate the terms and provisions of the Existing Agreement.

E. The Water Group desires to purchase, and Command Decisions desires to sell to the Water Group, on a non-exclusive basis, a portion of the Water in accordance with the terms and conditions of this Agreement.

F. In connection with the Water Group’s acquisition and use of the Water to be



purchased by the Water Group under the terms of this Agreement, the Water Group will operate and maintain the Well, Delivery System, Easements and other components of the Water Supply System.

G. The Water Group will re-sell or distribute the Water to users owning tracts of land out of the real property attached hereto as **Exhibit "C-1 through C-9"** ("User Property"), at the Water Group's discretion.

### **AGREEMENT**

For the consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, Command Decisions and the Water Group agree as follows:

1. **Water Purchase:** The Water Group shall have the right to purchase no more than fifteen thousand (15,000) gallons of Water per day or three million (3,000,000) gallons of Water per year at the rate of Three Dollars (\$3.00) for each one thousand (1,000) gallons of Water that is produced from the Well (the "Water Purchase Cost"). Command Decisions has the right, at the expense of The Water Group, to require the installation of a meter at the wellhead of the Well to meter the Water produced from the Well. On the 5<sup>th</sup> day of each month during the term of this Agreement, beginning the first full month after the Public Utility Commission approves the Water Group's exempt utility registration application, the meter reading will be submitted to Command Decisions and shall be used to calculate the payment owed by the Water Group to Command Decisions for all Water sold during the previous monthly period. Payments shall be delivered by hand or certified mail to 500 Log Cabin Road, Mertzon, Irion County, Texas 76941. Payment shall be made by the 20<sup>th</sup> day of each month. The Water Group will not be charged for the first 600,000 gallons of Water produced and metered for each year of this Agreement.

2. **Access and Easements:** During the term of this Agreement, the Water Group shall have the right to the use of the Easements described in Exhibit "A" and "B" in conjunction with Command Decisions, but not to the exclusion of Command Decisions or any other third party purchaser of Water.

3. **Term:** This Agreement shall be effective the 25<sup>th</sup> day of July, 2017, and shall continue until the 25<sup>th</sup> day of July, 2037, at which time the Agreement may be renewed by the Water Group; however, the Water Purchase Cost may be adjusted by Command Decisions, and



such adjustment will be provided to the Water Group at the time the Water Group provides notice to Command Decisions of its intent to renew the Agreement. Further, in the event a viable, potable water supply becomes available to supply water to the User Property, Command Decisions shall have the right, with no less than one hundred twenty (120) days notice, to terminate this Agreement.

4. Use of Water: Water may be used by the Water Group only for resale or distribution to the User Property. The Water Group may resell Water to no more than nine (9) taps or households out of the User Property without the express, written consent of Command Decisions, which consent may be withheld in Command Decisions' sole discretion. The Water Group is to inform owners of the User Property that the Water, while it is believed to be potable, has not been treated by Command Decisions or any other third party.

5. Upkeep and Maintenance: The Well is located on real property the legal description of which is attached hereto as Exhibit "C-3" ("Well Property"), which has been sold to a third-party purchaser by the Original Owner. The maintenance, repair and operation of the Well and all costs, fees and expenses associated all aspects of the upkeep and maintenance of the Well will be the responsibility of the Water Group. Further, the Water Group will maintain and upkeep the Delivery System from the Well to the User Property, the Easements, the Well building and all other components of the Water Supply System. From and after the date of this Agreement, the Water Group will be responsible for all upkeep and maintenance described in this paragraph, at its sole cost and expense, and in the event any improvements or changes are made to the Water Supply System, after obtaining the written approval of Command Decisions to make such improvements, such improvements or changes will be made at the sole cost and expense of the Water Group.

6. Regulatory Agency and Well Testing: The Water Group shall be responsible for compliance with any regulatory agency having jurisdiction over the withdrawal of groundwater, the re-sale of groundwater or any other aspect of this Agreement, in particular the Middle Trinity Groundwater Conservation District (the "District"). The Water Group and Command agree to file whatever documentation is necessary with the District so that the operating permit to produce the groundwater from the Well issued to Command Decisions can be utilized by the Water Group. The Water Group shall file any and all reports required by any regulatory agency, if any, and shall pay any fees or taxes, including ad valorem taxes assessed against the Water Supply System, in a



timely manner before such fees or taxes become delinquent.

Further, the Water Group shall periodically test the Water at the Well at an approved Texas Commission on Environmental Quality laboratory but in no event less than every ninety (90) days (or any period required by TCEQ, whichever is shorter), and the Water Group shall provide a copy of any test results to Command Decisions.

7. Proof of Insurance: During the term of this Agreement or any extension thereof, the Water Group shall provide comprehensive liability insurance naming Command Decisions, the Original Owner, and the Surface Owner as additional insured parties. The insurance must be written by a company acceptable to Command Decisions and on terms acceptable to Command Decisions, in its sole discretion. The insurance policy must contain a provision requiring the insurance company give Command Decisions at least ten (10) days notice of cancellation before cancellation occurs.

8. INDEMNITY: THE WATER GROUP AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS COMMAND DECISIONS, ORIGINAL OWNER, SURFACE OWNER, THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES AND EXPENSES) DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS CAUSED BY OR RELATED TO THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY, AND WHETHER OR NOT ARISING FROM OR CONTRIBUTED TO BY THE NEGLIGENCE IN ANY FORM OF COMMAND DECISIONS, ORIGINAL OWNER, OR SURFACE OWNER, THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND RELATED OR AFFILIATED ENTITIES OR THE ACTS OR OMISSIONS OF ORIGINAL OWNER, ITS EMPLOYEES, SERVANTS,



REPRESENTATIVES, AGENTS OR ANY OTHER PERSON ACTING UNDER ITS DIRECTION OR CONTROL.

THIS INDEMNITY SHALL INCLUDE ANY TAX OR SIMILAR PAYMENT WHICH THE WATER GROUP IS OBLIGATED OR AGREES TO MAKE ON BEHALF OF COMMAND DECISIONS AND/OR ORIGINAL OWNER AND/OR SURFACE OWNER INCLUDING PENALTY OR INTEREST THAT COMMAND DECISIONS AND/OR ORIGINAL OWNER AND/OR SURFACE OWNER MAY BE REQUIRED TO PAY ANY LOCAL, STATE OR FEDERAL AGENCY ARISING OUT OF ANY ACT, ERROR OR OMISSION OF THE WATER GROUP OR ANY OF ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR PERSONS ACTING UNDER ITS CONTROL.

FURTHER, NEITHER COMMAND DECISIONS, ORIGINAL OWNER, SURFACE OWNER, NOR THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, RELATED OR AFFILIATED ENTITIES SHALL EVER BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION OR SUITS FOR DAMAGES BECAUSE OF INJURY TO PERSONS OR PROPERTY ARISING OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER ACTS OR OMISSIONS OF THE WATER GROUP, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR ANY PERSON ACTING UNDER ITS DIRECTION AND CONTROL RELATED TO THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP SET OUT IN THIS AGREEMENT.

THE WATER GROUP ASSUMES ALL RISK AND LIABILITY OF ANY KIND AND NATURE INCIDENT TO, OCCASIONED BY, OR RESULTING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT.

THE WATER GROUP AGREES TO KEEP THE WELL AND WELL SYSTEM DESCRIBED IN EXHIBITS "A" AND "B" DULY AND FULLY PROTECTED AGAINST LIENS OF EVERY CHARACTER.



THE WATER GROUP SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMMAND DECISIONS, ORIGINAL OWNER, AND/OR SURFACE OWNER, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNEES, TRANSFEREES AND RECEIVERS FROM AND AGAINST ANY LOSS, LIABILITY, ALL FORESEEABLE AND CONSEQUENTIAL DAMAGES, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN AGAINST THE WELL AND WELL SYSTEM DESCRIBED IN EXHIBITS "A" AND "B" AND/OR THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT, DIRECTLY OR INDIRECTLY, FROM THE WATER GROUP'S ACTS OR OMISSIONS IN THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT.

THE WATER GROUP IS NOT AN AGENT OR AN EMPLOYEE OF COMMAND DECISIONS, AND COMMAND DECISIONS SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE THE WATER GROUP'S ACTIVITIES OR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS ARISING FROM THE WATER GROUP'S ACTS OR OMISSIONS.

COMMAND DECISIONS PLANS TO HAVE NO INVOLVEMENT IN THE WATER GROUP'S PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT. HOWEVER, IF, FOR ANY REASON, COMMAND DECISIONS BECOMES INVOLVED IN THE PRODUCTION OF WATER, THE WATER GROUP SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMMAND DECISIONS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNEES, TRANSFEREES, AND RECEIVERS FROM AND AGAINST ANY LOSS, LIABILITY, ALL FORESEEABLE AND CONSEQUENTIAL DAMAGES, COST, EXPENSE OR CLAIM ARISING FROM ACTS OR OMISSIONS IN THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION COMMAND DECISIONS TAKES RELATED TO THIS AGREEMENT.

NEITHER THE WATER GROUP NOR ITS CONTRACTORS SHALL HAVE THE RIGHT OF CONTRIBUTION OR INDEMNITY FROM COMMAND DECISIONS,



ORIGINAL OWNER, AND/OR SURFACE OWNER FOR ANY MATTER RELATING TO OPERATIONS OR THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND NO DELAY OR OMISSION IN EXERCISING ANY RIGHT HEREUNDER SHALL OPERATE AS A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHT OF COMMAND DECISIONS.

9. Default. In the event the Water Group defaults in the payment of the Water Purchase Cost, Command Decisions will give the Water Group five (5) days notice of the default. If the default is not cured after the notice by Command Decisions, Command Decisions will have the right to terminate the Agreement. Further any unpaid Water Purchase Cost shall bear interest at the rate of 10% per annum until paid in full.

In the event the Water Group defaults in any other provision of this Agreement and remains in default after thirty (30) days notice of such default from Command Decisions, Command Decisions will have the right to terminate this Agreement.

If Command Decisions elects to terminate this Agreement due to uncured default, it will notice the Water Group of termination and take possession of the Water Supply System.

The Water Group agrees that if Command Decisions takes possession of the Water Supply System, the Water Group agrees to fully cooperate to assure that Command Decisions may operate the Water Supply System with all necessary regulatory authorizations. Such cooperation includes but is not limited to providing necessary documentation and signing required application or forms to comply with the rules, regulations, and statutes of the Public Utility Commission, Texas Commission on Environmental Quality and the Middle Trinity Groundwater Conservation District or any other regulatory body with jurisdiction over the Water or Water Supply System.

10. Notice: Any notice required or permitted to be given by this Agreement shall be in writing, but may be served or delivered by depositing same in the United States mail, properly addressed as provided below, postage prepaid and registered or certified, with return receipt requested, or by delivering the same in person or by overnight mail, electronic mail, or facsimile transmission, confirmed by notice deposited in the mail in the manner specified herein. Notice given in the manner herein established shall be effective only if and when received by the addressee.



For the purpose of this notice provisions, the physical address, electronic address and facsimile numbers of the parties to this Agreement are as follows:

a. If to Command Decisions:

Command Decisions, Inc.  
Attn: Jay Dickens  
3030 W. Beauregard Ave.  
San Angelo, TX 76901  
Phone: 325-632-2423  
Fax: 325-835-7007  
Email: cri@zipnet.us

b. If to VM Water Group:

VM Neighbors Water Group  
Attn: Matthew Lemuel Brown  
P.O. Box 399  
China Springs, TX 76633  
Phone: 254-932-5005  
Email: bdickensinc@gmail.com


11. Agreement Not Assignable without Consent. This Agreement shall be binding upon and inure to the benefit of the Water Group and Command Decisions and their respective personal representatives, permitted successors and assigns. This Agreement shall not be sold, assigned or otherwise transferred by the Water Group without the prior written consent of Command Decisions, which consent may be withheld at Command Decisions' sole discretion.

12. Sole Agreement of Parties. This Agreement is the complete agreement between the parties, and it supersedes all prior agreements between the parties with respect to such matters and may be modified, amended, or waived only by an instrument in writing duly signed by the duly authorized officers of the corporation. This Agreement and the relationship thereunder shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement does not create a partnership, joint venture, any other business combination, or special or fiduciary relationship between Command Decisions and the Water Group.

This Agreement is executed this 25th day of July, 2017 (the "Effective Date").

Command Decisions, Inc.,  
a Texas corporation



By:   
Name: Jay Dickens  
Title: President

VM Neighbors Water Group,  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: Matthew Lemuel Brown  
Title: President



By: \_\_\_\_\_

Name: Jay Dickens

Title: President

VM Neighbors Water Group,  
a Texas non-profit corporation

By: Matthew L. Brown

Name: Matthew Lemuel Brown

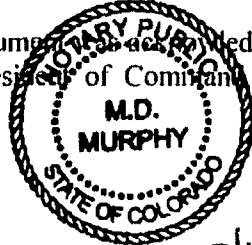
Title: President



STATE OF <sup>Colorado</sup> ~~TEXAS~~ §

COUNTY OF <sup>Ainsdale</sup> §

This instrument was acknowledged before me on the 26 day of July, 2017, by Jay Dickens, President of Comitan Decisions, Inc., a Texas corporation, on behalf of said corporation.



My Commission Expires 3/10/18

[Signature]  
Notary Public, State of ~~Texas~~ <sup>Colorado</sup>

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, President of VM Neighbors Water Group, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



**Exhibits**

Exhibit A	Recorded Groundwater Deed and Easements dated November 29, 2012
Exhibit B	Recorded Groundwater Deed and Easements (Tract 1) dated <u>March 17</u> , 2017.
Exhibits C 1-9	Tracts 1, 3, 4, 5, 6, 7, 8, 9, 10



**EXHIBIT "A"**



000019

Bosque County  
Betty Outlaw  
County Clerk  
Meridian, Tx 76665



70 2012 00003972

Instrument Number: 2012-00003972

Recorded On: December 10, 2012

As  
Deed

Parties: BERT DICKENS INC

Billable Pages: 23

To COMMAND DECISIONS INC

Number of Pages: 24

Comment: GROUNDWATER DEED

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Deed	104.00
Total Recording:	104.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2012-00003972

Receipt Number: 31169

Recorded Date/Time: December 10, 2012 03:02:19P

User / Station: V Turner - Index Station 01

**Record and Return To:**

COMMAND DECISIONS INC  
500 LOG CABIN ROAD  
MERTZON TX 76941



*Betty Outlaw*  
Betty Outlaw Bosque County Clerk



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

### **GROUNDWATER DEED AND EASEMENTS**

**Date:** Nov. 29, 2012

**Grantor:** Bert Dickens, Inc., a Texas corporation

**Grantor's Mailing Address:** P.O. Box 368, Hubbard, Hill County, Texas 76648

**Grantee:** Command Decisions, Inc., a Texas corporation

**Grantee's Mailing Address:** 500 Log Cabin Road, Mertzon, Irion County, Texas 76941

**Consideration:** Ten Dollars (\$10.00) cash, and other good valuable consideration in hand paid by the Grantee to Grantor, the receipt and sufficiency of which Grantor acknowledges.

**The Property (including the Groundwater Estate and Groundwater Easements) ("Property"):**

#### **Groundwater Estate**

The term "Groundwater Estate" means and includes all of the following items:

(1) All underground water, percolating water, artesian water, and all other waters, from any and all sources, aquifers, reservoirs, formations, depths, and horizons beneath the surface of the earth in and under, and that may be produced ("Groundwater") from the following land, Tract 3, 4, 5, 6, 7, 8, 9, and 10 attached hereto and more fully described by metes and bounds in Exhibits A1-A8 inclusive, (collectively the "Land" or individually the "Tract"), together with all associated rights related to the Groundwater including but not limited to the right to capture, explore for, drill for, develop, withdraw, produce, store, treat, transport and/or otherwise beneficially use such Groundwater and the non-exclusive right to use so much of the surface of the Land as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress.

(2) All Groundwater extracted and stored on the surface of the Land and/or pumped or otherwise transported off the Land.

(3) All personal property rights, appurtenances, authorities, permits, licenses, consents, and contracts relating or pertaining to any portion of the Groundwater, including, without limitation, (a) those that may be necessary or useful to withdraw and/or beneficially use any portion of the Groundwater, (b) those that pertain to making application for permit(s), protesting permit rights, and/or requesting modification or transfer of any permit rights.



**DOCKET NO. 44849**

**APPLICATION OF VM NEIGHBORS  
WATER GROUP FOR EXEMPT  
UTILITY REGISTRATION**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**PUBLIC UTILITY COMMISSION OF  
TEXAS**

**APPLICANT'S MOTION TO LIFT ABATEMENT AND  
SUPPLEMENT TO APPLICATION**

Comes now, applicant VM Neighbors Water Group (VM Neighbors) and would show the following in response to Order 2 of the Public Utility Commission of Texas (the Commission).

**I. INTRODUCTION**

On June 16, 2015, VM Neighbors filed its Application for Exempt Utility Registration, the matter before the Commission in this docket. On July 16, 2015, the Commission rendered Order No. 2 finding VM Neighbors' application deficient as identified in Commission Staff's filed comments and recommendations (Item Nos. 3 and 4). Order No. 2 also identified the need for the nine tracts making up VM Neighbors (the VM Neighbors Tracts) to be decertified from the Childress Creek Water Supply Corporation (Childress Creek) CCN No. 11000. In response to Order No. 2, VM Neighbors requested that the Commission abate this docket until the decertification in Docket No. 44843 was complete. The Commission granted VM Neighbors' request by Order No. 3 rendered on August 20, 2015 (Item No. 7).

The Commission rendered its Notice of Approval of Childress Creek's application to amend its CCN in Docket No. 44843 on September 7, 2016 (Item No. 27, Dkt. No. 44843). Since that time, VM Neighbors has been addressing organizational issues brought about by the death of its developer and President in early 2016. Having now resolved the organizational issues, VM Neighbors hereby files its motion to abate and supplement to its application.



## **II. ELIGIBILITY FOR EXEMPT UTILITY STATUS**

VM Neighbors applied for an exempt utility registration. Pursuant to Commission rule,

A water utility or water supply corporation is exempt from the requirement to possess a CCN to provide retail water utility service if it:

- (A) has less than 15 potential service connections;
- (B) is not owned by or affiliated with a retail public water utility, or any other entity, that provides potable water service;
- (C) is not located within the certificated service area of another retail public water utility; and
- (D) is not within the corporate boundaries of a district or municipality unless it receives written authorization from the district or municipality.<sup>1</sup>

VM Neighbors has only nine service connections and has no plans to add additional service connections. Further, VM Neighbors has been decertified from the service area of Childress Creek in Docket No. 44843. It is not owned by or affiliated with a retail public water utility or any other entity that provides potable water service, and it is not within the corporate boundaries of a district or municipality. VM Neighbors therefore meets the Commission's exempt-utility requirements.

## **III. APPLICATION SUPPLEMENT**

The Staff Recommendation referenced by the Commission in Order No. 2 relied on an attached Interoffice Memorandum, in which Staff requested that VM Neighbors provide the following information:

1. confirmation of the total current and future connections;
2. a copy of the water purchase agreement from Command Decisions, Inc.;
3. documentation supporting the tap fee of \$500.00; and
4. a large-scale map showing only the proposed service area with enough detail to accurately locate the service area in the vicinity of surrounding roads, streets, and highways.

The following description and exhibits are intended to supplement the materials filed by VM Neighbors on June 16, 2015 and become a part of the application. VM Neighbors includes here

---

<sup>1</sup> 16 Tex. Admin. Code § 24.103(e) (TAC)



the information requested by Staff in the Interoffice Memorandum relied on in Commission Staff's Response to Order 1.

1. VM Neighbors hereby confirms, as requested by the Commission, that it currently has nine service connections and has no plans to add additional service connections.

2. VM Neighbors attaches here as Exhibit A the Amended and Restated Water Purchase Agreement between Command Decisions and VM Neighbors, as requested by the Commission.

3. In support of its tap fee of \$500.00, VM Neighbors attaches as Exhibit B financial projections for the next five years.

4. VM Neighbors attaches as Exhibit C-1 a large-scale map showing only the proposed service area with enough detail to accurately locate the service area in the vicinity of surrounding roads, streets, and highways. Digital mapping data is enclosed as well, labeled Exhibit C-2.

The VM Neighbors Tracts are nine tracts of land located in Bosque County, Texas, as depicted on the detail map, attached as Exhibit C-1. There is a groundwater well located on Tract 4 along with related easements to serve the VM Neighbors Tracts. VM Neighbors is a Texas non-profit corporation formed to provide a structure for managing the water system on the VM Neighbors Tracts. The VM Neighbors membership consists of the owners of the VM Neighbors Tracts, who will operate the water system under the VM Neighbors Water Group Rules and Regulations ("Rules"), attached here as Exhibit D. The VM Neighbors Rules serve as the utility's tariff and include the service policies required by the Commission's application form.

The President of the VM Neighbors water system is Michael Lemuel Brown, who was elected as President of the board of directors on June 17, 2017. Mr. Brown will be the primary operator of the water system. VM Neighbors will purchase water from Command Decisions, Inc. as described in the Amended Water Purchase Agreement, attached here as Exhibit A.

#### **IV. PRAYER**

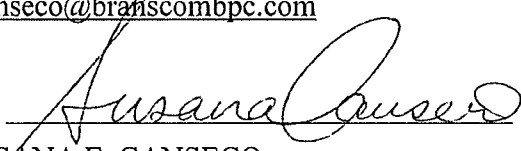
VM Neighbors respectfully requests that the Commission grant VM Neighbors' motion to lift the abatement in this docket. VM Neighbors further requests that the Commission, upon review of the supplemental materials provided here, find its application administratively complete.



Respectfully Submitted,

RHONDA G. JOLLEY  
State Bar No. 08980450

SUSANA E. CANSECO  
State Bar No. 24047829  
Branscomb | PC  
711 Navarro St., Ste. 500  
San Antonio, TX 78205  
(210) 598-5400  
(210) 598-5405 (fax)  
[scanseco@branscombpc.com](mailto:scanseco@branscombpc.com)

By:   
SUSANA E. CANSECO  
Attorney for Applicant VM Neighbors Water Group

**CERTIFICATE OF SERVICE**

I, Susana E. Canseco, attorney for applicant VM Neighbors Water Group, certify that a copy of this document was served on all parties of record in this proceeding on the 27<sup>th</sup> day of July, 2017 in accordance with 16 TAC § 22.74.

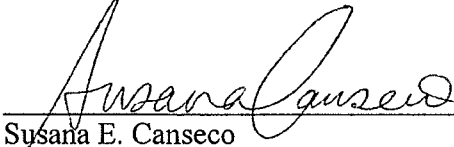
  
Susana E. Canseco



Exhibit A  
to Applicant's Supplement



**AMENDED AND RESTATED WATER PURCHASE AGREEMENT**

STATE OF TEXAS           §  
                                      §  
 COUNTY OF BOSQUE       §

This Amended and Restated Water Purchase Agreement (the “Agreement”) is made and entered into on this the 25<sup>th</sup> day of July, 2017 (“Effective Date”), by and between Command Decisions, Inc., a Texas corporation, whose address is 3030 W. Beauregard Ave., San Angelo, TX 76901, (“Command Decisions”) and VM Neighbors Water Group, a Texas non-profit corporation, whose address is P.O. Box 399, China Springs, TX 76633 (the “Water Group”).

**Recitals**

A. Command Decisions owns the groundwater described in (i) that certain Groundwater Deed and Easements executed November 29, 2012, and in (ii) that certain Groundwater Deed and Easements executed March 17, 2017, both recorded in the Official Public Records of Bosque County, Texas (the “Water”), attached hereto as **Exhibit “A” and Exhibit “B”**, along with a well (“Well”), delivery system and appurtenances thereto (“Delivery System”), and certain easements (“Easements”) (collectively, the “Water Supply System”).

B. Command Decisions and the Water Group entered into that certain Water Purchase Agreement dated effective November 29, 2012 (“Existing Agreement”); and

C. On March 28, 2016, Bert Dickens, Inc., the original owner of the surface estate of the User Property, as defined below (the “Original Owner”), conveyed to Rolling Vistas, Ltd., a Texas limited partnership (the “Surface Owner”), the User Property saved and except Tract 4, Tract 5, and Tract 8.

D. The Parties desire to enter into this Agreement in order to clarify, amend and restate the terms and provisions of the Existing Agreement.

E. The Water Group desires to purchase, and Command Decisions desires to sell to the Water Group, on a non-exclusive basis, a portion of the Water in accordance with the terms and conditions of this Agreement.

F. In connection with the Water Group’s acquisition and use of the Water to be



purchased by the Water Group under the terms of this Agreement, the Water Group will operate and maintain the Well, Delivery System, Easements and other components of the Water Supply System.

G. The Water Group will re-sell or distribute the Water to users owning tracts of land out of the real property attached hereto as **Exhibit "C-1 through C-9"** ("User Property"), at the Water Group's discretion.

## **AGREEMENT**

For the consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, Command Decisions and the Water Group agree as follows:

1. **Water Purchase:** The Water Group shall have the right to purchase no more than fifteen thousand (15,000) gallons of Water per day or three million (3,000,000) gallons of Water per year at the rate of Three Dollars (\$3.00) for each one thousand (1,000) gallons of Water that is produced from the Well (the "Water Purchase Cost"). Command Decisions has the right, at the expense of The Water Group, to require the installation of a meter at the wellhead of the Well to meter the Water produced from the Well. On the 5<sup>th</sup> day of each month during the term of this Agreement, beginning the first full month after the Public Utility Commission approves the Water Group's exempt utility registration application, the meter reading will be submitted to Command Decisions and shall be used to calculate the payment owed by the Water Group to Command Decisions for all Water sold during the previous monthly period. Payments shall be delivered by hand or certified mail to 500 Log Cabin Road, Mertzon, Irion County, Texas 76941. Payment shall be made by the 20<sup>th</sup> day of each month. The Water Group will not be charged for the first 600,000 gallons of Water produced and metered for each year of this Agreement.

2. **Access and Easements:** During the term of this Agreement, the Water Group shall have the right to the use of the Easements described in Exhibit "A" and "B" in conjunction with Command Decisions, but not to the exclusion of Command Decisions or any other third party purchaser of Water.

3. **Term:** This Agreement shall be effective the 25<sup>th</sup> day of July, 2017, and shall continue until the 25<sup>th</sup> day of July, 2037, at which time the Agreement may be renewed by the Water Group; however, the Water Purchase Cost may be adjusted by Command Decisions, and



such adjustment will be provided to the Water Group at the time the Water Group provides notice to Command Decisions of its intent to renew the Agreement. Further, in the event a viable, potable water supply becomes available to supply water to the User Property, Command Decisions shall have the right, with no less than one hundred twenty (120) days notice, to terminate this Agreement.

4. Use of Water: Water may be used by the Water Group only for resale or distribution to the User Property. The Water Group may resell Water to no more than nine (9) taps or households out of the User Property without the express, written consent of Command Decisions, which consent may be withheld in Command Decisions' sole discretion. The Water Group is to inform owners of the User Property that the Water, while it is believed to be potable, has not been treated by Command Decisions or any other third party.

5. Upkeep and Maintenance: The Well is located on real property the legal description of which is attached hereto as Exhibit "C-3" ("Well Property"), which has been sold to a third-party purchaser by the Original Owner. The maintenance, repair and operation of the Well and all costs, fees and expenses associated all aspects of the upkeep and maintenance of the Well will be the responsibility of the Water Group. Further, the Water Group will maintain and upkeep the Delivery System from the Well to the User Property, the Easements, the Well building and all other components of the Water Supply System. From and after the date of this Agreement, the Water Group will be responsible for all upkeep and maintenance described in this paragraph, at its sole cost and expense, and in the event any improvements or changes are made to the Water Supply System, after obtaining the written approval of Command Decisions to make such improvements, such improvements or changes will be made at the sole cost and expense of the Water Group.

6. Regulatory Agency and Well Testing: The Water Group shall be responsible for compliance with any regulatory agency having jurisdiction over the withdrawal of groundwater, the re-sale of groundwater or any other aspect of this Agreement, in particular the Middle Trinity Groundwater Conservation District (the "District"). The Water Group and Command agree to file whatever documentation is necessary with the District so that the operating permit to produce the groundwater from the Well issued to Command Decisions can be utilized by the Water Group. The Water Group shall file any and all reports required by any regulatory agency, if any, and shall pay any fees or taxes, including ad valorem taxes assessed against the Water Supply System, in a



timely manner before such fees or taxes become delinquent.

Further, the Water Group shall periodically test the Water at the Well at an approved Texas Commission on Environmental Quality laboratory but in no event less than every ninety (90) days (or any period required by TCEQ, whichever is shorter), and the Water Group shall provide a copy of any test results to Command Decisions.

7. Proof of Insurance: During the term of this Agreement or any extension thereof, the Water Group shall provide comprehensive liability insurance naming Command Decisions, the Original Owner, and the Surface Owner as additional insured parties. The insurance must be written by a company acceptable to Command Decisions and on terms acceptable to Command Decisions, in its sole discretion. The insurance policy must contain a provision requiring the insurance company give Command Decisions at least ten (10) days notice of cancellation before cancellation occurs.

8. INDEMNITY: THE WATER GROUP AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS COMMAND DECISIONS, ORIGINAL OWNER, SURFACE OWNER, THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, RELATED OR AFFILIATED ENTITIES FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES AND EXPENSES) DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS CAUSED BY OR RELATED TO THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY, AND WHETHER OR NOT ARISING FROM OR CONTRIBUTED TO BY THE NEGLIGENCE IN ANY FORM OF COMMAND DECISIONS, ORIGINAL OWNER, OR SURFACE OWNER, THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND RELATED OR AFFILIATED ENTITIES OR THE ACTS OR OMISSIONS OF ORIGINAL OWNER, ITS EMPLOYEES, SERVANTS,



REPRESENTATIVES, AGENTS OR ANY OTHER PERSON ACTING UNDER ITS DIRECTION OR CONTROL.

THIS INDEMNITY SHALL INCLUDE ANY TAX OR SIMILAR PAYMENT WHICH THE WATER GROUP IS OBLIGATED OR AGREES TO MAKE ON BEHALF OF COMMAND DECISIONS AND/OR ORIGINAL OWNER AND/OR SURFACE OWNER INCLUDING PENALTY OR INTEREST THAT COMMAND DECISIONS AND/OR ORIGINAL OWNER AND/OR SURFACE OWNER MAY BE REQUIRED TO PAY ANY LOCAL, STATE OR FEDERAL AGENCY ARISING OUT OF ANY ACT, ERROR OR OMISSION OF THE WATER GROUP OR ANY OF ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR PERSONS ACTING UNDER ITS CONTROL.

FURTHER, NEITHER COMMAND DECISIONS, ORIGINAL OWNER, SURFACE OWNER, NOR THEIR SUCCESSORS, ASSIGNS, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, RELATED OR AFFILIATED ENTITIES SHALL EVER BE LIABLE FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, DAMAGES, LOSSES, CAUSES OF ACTION OR SUITS FOR DAMAGES BECAUSE OF INJURY TO PERSONS OR PROPERTY ARISING OUT OF THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER ACTS OR OMISSIONS OF THE WATER GROUP, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS OR ANY PERSON ACTING UNDER ITS DIRECTION AND CONTROL RELATED TO THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP SET OUT IN THIS AGREEMENT.

THE WATER GROUP ASSUMES ALL RISK AND LIABILITY OF ANY KIND AND NATURE INCIDENT TO, OCCASIONED BY, OR RESULTING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM THE WATER GROUP'S ACTS OR OMISSION RELATED TO THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT.

THE WATER GROUP AGREES TO KEEP THE WELL AND WELL SYSTEM DESCRIBED IN EXHIBITS "A" AND "B" DULY AND FULLY PROTECTED AGAINST LIENS OF EVERY CHARACTER.



THE WATER GROUP SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMMAND DECISIONS, ORIGINAL OWNER, AND/OR SURFACE OWNER, THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNEES, TRANSFEREES AND RECEIVERS FROM AND AGAINST ANY LOSS, LIABILITY, ALL FORESEEABLE AND CONSEQUENTIAL DAMAGES, COST, EXPENSE OR CLAIM ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN AGAINST THE WELL AND WELL SYSTEM DESCRIBED IN EXHIBITS "A" AND "B" AND/OR THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT, DIRECTLY OR INDIRECTLY, FROM THE WATER GROUP'S ACTS OR OMISSIONS IN THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT.

THE WATER GROUP IS NOT AN AGENT OR AN EMPLOYEE OF COMMAND DECISIONS, AND COMMAND DECISIONS SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE THE WATER GROUP'S ACTIVITIES OR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS ARISING FROM THE WATER GROUP'S ACTS OR OMISSIONS.

COMMAND DECISIONS PLANS TO HAVE NO INVOLVEMENT IN THE WATER GROUP'S PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT. HOWEVER, IF, FOR ANY REASON, COMMAND DECISIONS BECOMES INVOLVED IN THE PRODUCTION OF WATER, THE WATER GROUP SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMMAND DECISIONS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNEES, TRANSFEREES, AND RECEIVERS FROM AND AGAINST ANY LOSS, LIABILITY, ALL FORESEEABLE AND CONSEQUENTIAL DAMAGES, COST, EXPENSE OR CLAIM ARISING FROM ACTS OR OMISSIONS IN THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION COMMAND DECISIONS TAKES RELATED TO THIS AGREEMENT.

NEITHER THE WATER GROUP NOR ITS CONTRACTORS SHALL HAVE THE RIGHT OF CONTRIBUTION OR INDEMNITY FROM COMMAND DECISIONS,



ORIGINAL OWNER, AND/OR SURFACE OWNER FOR ANY MATTER RELATING TO OPERATIONS OR THE PRODUCTION OF WATER, DELIVERY OF WATER, OR ANY OTHER ACTION OF THE WATER GROUP RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND NO DELAY OR OMISSION IN EXERCISING ANY RIGHT HEREUNDER SHALL OPERATE AS A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHT OF COMMAND DECISIONS.

9. Default. In the event the Water Group defaults in the payment of the Water Purchase Cost, Command Decisions will give the Water Group five (5) days notice of the default. If the default is not cured after the notice by Command Decisions, Command Decisions will have the right to terminate the Agreement. Further any unpaid Water Purchase Cost shall bear interest at the rate of 10% per annum until paid in full.

In the event the Water Group defaults in any other provision of this Agreement and remains in default after thirty (30) days notice of such default from Command Decisions, Command Decisions will have the right to terminate this Agreement.

If Command Decisions elects to terminate this Agreement due to uncured default, it will notice the Water Group of termination and take possession of the Water Supply System.

The Water Group agrees that if Command Decisions takes possession of the Water Supply System, the Water Group agrees to fully cooperate to assure that Command Decisions may operate the Water Supply System with all necessary regulatory authorizations. Such cooperation includes but is not limited to providing necessary documentation and signing required application or forms to comply with the rules, regulations, and statutes of the Public Utility Commission, Texas Commission on Environmental Quality and the Middle Trinity Groundwater Conservation District or any other regulatory body with jurisdiction over the Water or Water Supply System.

10. Notice: Any notice required or permitted to be given by this Agreement shall be in writing, but may be served or delivered by depositing same in the United States mail, properly addressed as provided below, postage prepaid and registered or certified, with return receipt requested, or by delivering the same in person or by overnight mail, electronic mail, or facsimile transmission, confirmed by notice deposited in the mail in the manner specified herein. Notice given in the manner herein established shall be effective only if and when received by the addressee.



For the purpose of this notice provisions, the physical address, electronic address and facsimile numbers of the parties to this Agreement are as follows:

a. If to Command Decisions:

Command Decisions, Inc.  
Attn: Jay Dickens  
3030 W. Beauregard Ave.  
San Angelo, TX 76901  
Phone: 325-632-2423  
Fax: 325-835-7007  
Email: cri@zipnet.us

b. If to VM Water Group:

VM Neighbors Water Group  
Attn: Matthew Lemuel Brown  
P.O. Box 399  
China Springs, TX 76633  
Phone: 254-932-5005  
Email: bdickensinc@gmail.com

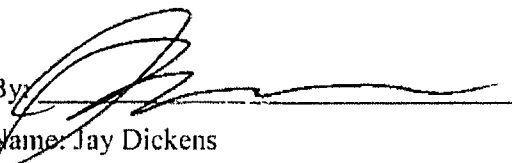
11. Agreement Not Assignable without Consent. This Agreement shall be binding upon and inure to the benefit of the Water Group and Command Decisions and their respective personal representatives, permitted successors and assigns. This Agreement shall not be sold, assigned or otherwise transferred by the Water Group without the prior written consent of Command Decisions, which consent may be withheld at Command Decisions' sole discretion.

12. Sole Agreement of Parties. This Agreement is the complete agreement between the parties, and it supersedes all prior agreements between the parties with respect to such matters and may be modified, amended, or waived only by an instrument in writing duly signed by the duly authorized officers of the corporation. This Agreement and the relationship thereunder shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement does not create a partnership, joint venture, any other business combination, or special or fiduciary relationship between Command Decisions and the Water Group.

This Agreement is executed this 25th day of July, 2017 (the "Effective Date").

Command Decisions, Inc.,  
a Texas corporation



By:   
Name: Jay Dickens  
Title: President

VM Neighbors Water Group,  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: Matthew Lemuel Brown  
Title: President



By: \_\_\_\_\_

Name: Jay Dickens

Title: President

VM Neighbors Water Group,  
a Texas non-profit corporation

By: Matthew L. Brown

Name: Matthew Lemuel Brown

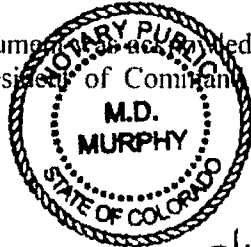
Title: President



Colorado  
STATE OF TEXAS §

§  
COUNTY OF Hinsdale §

This instrument was acknowledged before me on the 26 day of July, 2017, by Jay Dickens, President of Comitant Decisions, Inc., a Texas corporation, on behalf of said corporation.



My Commission Expires 3/10/18

[Signature]  
Notary Public, State of ~~Texas~~ Colorado

STATE OF TEXAS §

§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, President of VM Neighbors Water Group, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



### **Exhibits**

Exhibit A	Recorded Groundwater Deed and Easements dated November 29, 2012
Exhibit B	Recorded Groundwater Deed and Easements (Tract 1) dated <u>March 17</u> , 2017.
Exhibits C 1-9	Tracts 1, 3, 4, 5, 6, 7, 8, 9, 10



**EXHIBIT "A"**



000019



70 2012 00003972

Bosque County  
Betty Outlaw  
County Clerk  
Meridian, Tx 76665

Instrument Number: 2012-00003972

Recorded On: December 10, 2012

As  
Deed

Parties: BERT DICKENS INC

Billable Pages: 23

To COMMAND DECISIONS INC

Number of Pages: 24

Comment: GROUNDWATER DEED

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Deed	104.00
Total Recording:	104.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2012-00003972

Receipt Number: 31169

Recorded Date/Time: December 10, 2012 03:02:19P

User / Station: V Turner - Index Station 01

**Record and Return To:**

COMMAND DECISIONS INC  
500 LOG CABIN ROAD  
MERTZON TX 76941



*Betty Outlaw*  
Betty Outlaw Bosque County Clerk



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

**GROUNDWATER DEED AND EASEMENTS**

**Date:** Nov 29, 2012

**Grantor:** Bert Dickens, Inc., a Texas corporation

**Grantor's Mailing Address:** P.O. Box 368, Hubbard, Hill County, Texas 76648

**Grantee:** Command Decisions, Inc., a Texas corporation

**Grantee's Mailing Address:** 500 Log Cabin Road, Mertzon, Irion County, Texas 76941

**Consideration:** Ten Dollars (\$10.00) cash, and other good valuable consideration in hand paid by the Grantee to Grantor, the receipt and sufficiency of which Grantor acknowledges.

**The Property (including the Groundwater Estate and Groundwater Easements) ("Property"):**

**Groundwater Estate**

The term "Groundwater Estate" means and includes all of the following items:

- (1) All underground water, percolating water, artesian water, and all other waters, from any and all sources, aquifers, reservoirs, formations, depths, and horizons beneath the surface of the earth in and under, and that may be produced ("Groundwater") from the following land, Tract 3, 4, 5, 6, 7, 8, 9, and 10 attached hereto and more fully described by metes and bounds in Exhibits A1-A8 inclusive, (collectively the "Land" or individually the "Tract"), together with all associated rights related to the Groundwater including but not limited to the right to capture, explore for, drill for, develop, withdraw, produce, store, treat, transport and/or otherwise beneficially use such Groundwater and the non-exclusive right to use so much of the surface of the Land as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress.
- (2) All Groundwater extracted and stored on the surface of the Land and/or pumped or otherwise transported off the Land.
- (3) All personal property rights, appurtenances, authorities, permits, licenses, consents, and contracts relating or pertaining to any portion of the Groundwater, including, without limitation, (a) those that may be necessary or useful to withdraw and/or beneficially use any portion of the Groundwater, (b) those that pertain to making application for permit(s), protesting permit rights, and/or requesting modification or transfer of any permit rights.



(4) Any and all rights and benefits accruing from the historical production of the Groundwater.

(5) Any and all claims, permits, licenses, condemnation rights, or other valuable governmental approvals that now or hereafter pertain or accrue to ownership, production, and/or use of the Groundwater, including the Application for Well Registration duly filed with Middle Trinity Groundwater Conservation District, a copy of which is attached as Exhibit "B", and which application was accompanied by a later application for Operating Permit, a copy of which is attached hereto as Exhibit "C" which application was approved by the Middle Trinity Groundwater District at its November 1, 2012 regular Board meeting.

#### **Groundwater Easements, the dominant estate**

The term "Groundwater Easements" means and includes the following six (6) easements, all of which are dominant estate:

(1) The non-exclusive right to use so much of the surface of the Land as is reasonably necessary for the exercise of the rights set out in (1) of Groundwater Estate, including the right of ingress and egress ("Groundwater Access Easement").

(2) An easement, appurtenant to the Groundwater Estate located on Tract 3 and Tract 4, extending one hundred (100) yards in a complete radius in all directions from the existing water well bore of that one certain water well drilled under the supervision of Associated Well Services on Tract 4, as shown on Exhibit "A-2" (the "Existing Water Well") and including the actual water well bore, for the purposes of (i) exploring, investigating, and conducting geologic, hydro-geologic and geophysical surveys and tests; and/or (ii) drilling, constructing, equipping, maintaining, repairing, replacing, and operating the Existing Water Well and any future groundwater wells; surface and subsurface water pumps for the production of Groundwater; groundwater delivery systems (as described below); pipelines; pumping, treatment, and transportation equipment; storage facilities; electric or other utility lines; fuel supply pipelines; telephone lines; and all other equipment, personal property or structures deemed necessary or desirable in connection with the withdrawal, production, severance, measurement, treatment, storage, transportation, sale, and/or beneficial use of the Groundwater and/or Groundwater Estate and any reasonably similar uses (the "Operations Easement"). The Operations Easement includes the right of ingress and egress over and across the Tracts 3 and 4, beginning at a point at the public road adjacent to the Tracts 3 and 4 and continuing to a location or locations needed for access to the Existing Water Well and any future groundwater wells or other structures or personalty described in this paragraph. Grantee shall have the exclusive right to control all surface and subsurface operations on the Operations Easement and ingress and egress to and within said Operations Easement.

(3) A sanitary control easement (the "Sanitary Control Easement") located on Tract 3 within one hundred and fifty (150) feet of the Existing Water Well bore and located on Tract 4 within one hundred and seventy (170) feet of the Existing Water Well bore. Any future wells will also have sanitary control easements of no less than one hundred fifty (150) feet. The Sanitary Control Easement shall include and conform to all applicable presently-existing and hereafter enacted governmental requirements or regulations relating



000022

to the production of Groundwater for sale or relating to potable water (provided that nothing shall operate to reduce the radius set forth above). Within the area of a Sanitary Control Easement, any and all uses, facilities, and operations that could contaminate the groundwater shall be prohibited, including within such prohibited uses, without limitation, are underground or above-ground petrochemical storage tanks, livestock pens, feed lots, poultry facility, dumping or accumulation of trash or junk, outhouses, cesspools, septic systems, septic tanks, pesticide, herbicide, or other chemical application or storage, vehicle or equipment storage, and any other activity that could impair the quality of the groundwater (including any extracted Groundwater stored on the surface within the area of a Sanitary Control Easement); the area within a Sanitary Control Easement shall remain, to the maximum extent possible, in its natural state. If requested by Grantee, Grantor agrees promptly to execute, acknowledge, and deliver to Grantee a separate document (as provided by Grantee to Grantor) setting out the terms of the Sanitary Control Easement as required by Title 30 Texas Administrative Code, Section 290.47, and as it may be subsequently amended or as required by the Texas Commission on Environmental Quality ("TCEQ").

(4) An easement for the flow of Groundwater upon and across the surface of the Land for the purposes of pump testing the Existing Water Well or any future well and maintenance and upkeep of the Existing Water Well and any appurtenances associated with it, from time to time, for the purpose of the periodic release of Groundwater upon the Land in connection with the testing or maintenance described in this paragraph (the "Flowage Easement").

(5) An easement twenty (20) feet in width and extending along and across Tract 3 and Tract 4 and along and across each Tract to each of the other Tracts in such locations as is necessary to provide a groundwater delivery system (the "Groundwater Delivery System") for delivery of Groundwater from the Existing Water Well and/or future groundwater wells to each of the Tracts (the "Groundwater Delivery System Easement"). The Groundwater Delivery System Easement shall include the right to construct, equip, maintain, repair, replace and operate the Groundwater Delivery System. The Groundwater Delivery System shall include pipelines, meters and other components of the system. The Groundwater Delivery System Easement includes the right of ingress and egress over and across the Land, beginning at a point at the public road adjacent to the Land and continuing to a location or locations needed for access to the Groundwater Delivery System.

(6) A temporary construction easement ("Temporary Construction Easement") on, along and across the Land for the purposes of construction of the Groundwater Delivery System, or any future groundwater well, groundwater delivery system or any other use as described in the Groundwater Access Easement, the Operations Easement, the Sanitary Control Easement, the Flowage Easement and/or the Groundwater Delivery System Easement. The Temporary Construction Easement shall remain in place for so long as construction continues and shall cease once construction is complete.



## **TERMS OF GROUNDWATER EASEMENTS**

(1) **Character of Groundwater Easement.** The Groundwater Easements are appurtenant to and run with all or any portion of the Groundwater Estate, whether or not the Groundwater Easements are referenced or described in any conveyance of all or such portion of the Groundwater Estate. All Groundwater Easements are exclusive easements, except that multiple utility providers shall be allowed to use the area of the Groundwater Delivery System Easement for placement of utilities so long as the placement of any such utilities does not interfere with the use of the Groundwater Easements by Grantee. The Groundwater Easements are irrevocable. The Groundwater Easements are for the benefit of Grantee and Grantee's successors and assigns who at any time own all or any portion of the Groundwater Estate or any interest in the Groundwater Estate.

(2) **Duration of Groundwater Easement.** The duration of the Groundwater Easements is perpetual.

(3) **Reservation of Rights.** Grantor reserves for Grantor and Grantor's successors, and assigns the right to continue to use and enjoy the surface of the property of each Groundwater Easement ("Groundwater Easement Property") for all purposes that do not interfere with or interrupt the use or enjoyment of the Groundwater Easement Property by Grantee for the purposes set out in each of the Groundwater Easements.

(4) **Construction and Maintenance of Groundwater Easement.** Construction and maintenance of the Groundwater Easement Property will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Groundwater Easement Property of each Groundwater Easement. Grantee has the right to remove or relocate any fences or other improvements within the Groundwater Easement Property or along its boundary lines, if reasonably necessary to fulfill the purpose of any of the Groundwater Easements.

(5) **Equitable Rights of Enforcement.** These Groundwater Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

### **SAVE AND EXCEPT:**

Grantor reserves on behalf of itself and future owners of the surface of the Land, the right to drill a new groundwater well on each Tract for the use of the surface owner of the applicable Tract (subject to the restrictions set forth below), in each case (e.g., for any well under clause (i) or (ii)) for the purpose of withdrawing groundwater from any such well for beneficial use only on the applicable Tract and in quantities that qualify the well as an Exempt Well. The term "Exempt Well" shall mean a well that meets either of the following criteria: (1) a well with a casing diameter of five inches nominal or less pumped only by a



000024

windmill; or (2) a well (a) used solely for (i) domestic use, (ii) providing water for livestock, wildlife, or poultry, and/or (iii) ranching purposes, and (b) that is drilled, completed, and equipped so that it is incapable of producing more than 25,000 gallons of groundwater a day. Grantor acknowledges that the concept of Exempt Well as used herein is for the purpose of defining the maximum permitted groundwater withdrawals by Grantor and that applicable laws or regulations may be hereafter enacted that further restrict or impose permitting or other conditions on any such withdrawals, and Grantor agrees to be bound by any such restrictions and/or conditions. Grantor may drill no more than one (1) new Exempt Well on each Tract. All groundwater produced by the new Exempt Well shall be used on the applicable Tract only. Grantor shall not have the right to divert water from, tap into, or otherwise use any groundwater well drilled or used by, for, or through Grantee, except as may be otherwise agreed by Grantee in writing in Grantee's sole and absolute discretion.

Further, Grantor, for the benefit of itself and future surface owners, reserves all of the surface water on the Land, and Grantee shall not have any right to any such surface water, except for that groundwater that has been extracted, stored and/or transported from the Land as described in subparagraph (2) of the definition of Groundwater Estate above, which shall be the property of Grantee.

#### **Exceptions to Warranty of Property:**

##### **Any liens affecting the Property.**

Grantor is conveying the Property, and Grantee is accepting the Property, "AS IS" with respect to the physical condition of the Property. Any physical aspect of the Groundwater including but not limited to: availability, existence, utility, recoverability, source, quality, condition, potability, chemistry or other characteristics of groundwater, if any, lying on, under or over the Land or that may be produced or used there from is an exception from the warranty of this deed.

Grantor, for the consideration and subject to the reservations set forth herein and to the exceptions to warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

Each restriction upon Grantor set forth herein and each covenant and/or acknowledgment of Grantor set forth herein shall be binding upon Grantor and each subsequent owner of the surface of the Land or a Tract out of the Land and shall inure solely to the benefit of and be enforceable solely by Grantee and Grantee's successors and assigns. Failure by Grantee or Grantee's successors or assigns to enforce any restriction or covenant as to any portion of the Land or a Tract out of the Land shall not be deemed a waiver thereof or affect the validity and enforceability of such restriction or covenant and shall not affect the validity and enforceability of any other restriction upon Grantor or any other covenant and/or acknowledgment of Grantor set forth herein.

Grantor hereby agrees to execute and deliver such additional, supplemental, confirming or other documents of transfer as Grantee may reasonably request, at any time and from time to time



000025

hereafter, to perfect the conveyances intended in this deed, including, but not limited to, any documentation needed for pending or future applications for permits, amendments to permits, or purchase of any permits, or for the drilling of water wells, the spacing of water wells, the production of groundwater, or the sale of groundwater.

Grantee shall pay when due any user fees, well registration fees, or other like fees when due to the applicable governmental authority, including any applicable groundwater conservation district fees and assessments for the Property herein conveyed to Grantee.

It is clearly understood that Grantee shall not owe Grantor any compensation for the use of the surface of the Land by and through the Easements and other rights described herein and that Grantee's Property is the dominant estate.

The term "Grantor" as used herein shall include and/or mean subsequent owner(s) of the surface of the Land as the context may require.

When the context requires, singular nouns and pronouns include the plural.

Executed this 20<sup>th</sup> day of Nov 2012, to be effective the 20<sup>th</sup> day of November, 2012.

**GRANTOR:**

BERT DICKENS, INC., a Texas corporation

By: [Signature]  
Bert Dickens, President

**AGREED TO AND ACCEPTED BY GRANTEE:**

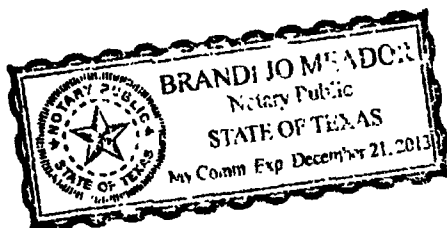
COMMAND DECISIONS, INC., a Texas corporation

By: [Signature]  
Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF Johnson

This instrument was acknowledged before me on this the 20<sup>th</sup> day of Nov, 2012, by Bert Dickens, President of Bert Dickens, Inc., a Texas corporation.



[Signature]  
Notary Public, State of Texas



000026

THE STATE OF TEXAS §

COUNTY OF McMurry

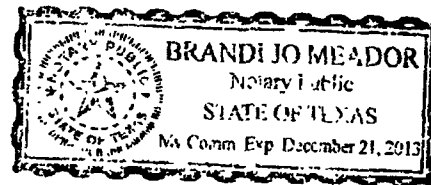
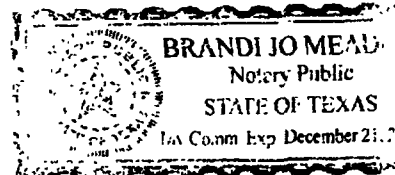
This instrument was acknowledged before me on this the 20<sup>th</sup> day of Nov, 2012, by Jay Dickens, President of Command Decisions, Inc., a Texas corporation, on behalf of said corporation.

Brandi Jo Meador  
Notary Public, State of Texas

AGREED TO AND ACCEPTED BY:

Bank

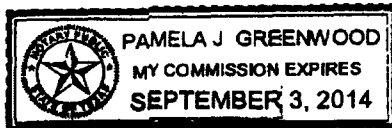
By: BKM  
Name: Brian K. Marshall  
Title: SENIOR VICE-PRESIDENT



THE STATE OF TEXAS §

COUNTY OF Imperial

This instrument was acknowledged before me on this the 28<sup>th</sup> day of November, 2012, by Brian K. Marshall, <sup>Senior Vice</sup> President of Crescent National Bank, a Texas state banking corporation.



Pamela J. Greenwood  
Notary Public, State of Texas

AFTER RECORDING RETURN TO  
Command Decisions, Inc.  
500 Log Cabin Road  
Mertzon, Texas 76941



000027

EXHIBITS A1 - A8





000028

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 3

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

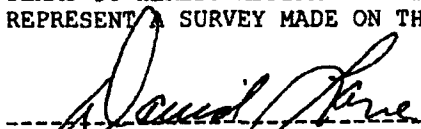
THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56'' E, 644.85' TO AN IRON ROD SET, AND N 31° 46' 08'' W, 335.03' TO AN IRON ROD SET FOR THE SW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT; THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT;

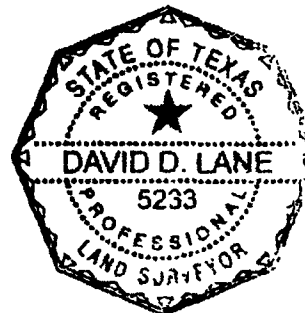
THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 4

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56'' E, 644.85' TO AN IRON ROD SET, FOR THE SW AND BEGINNING CORNER OF THE

HEREINAFTER DESCRIBED TRACT;

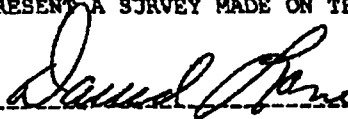
THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT

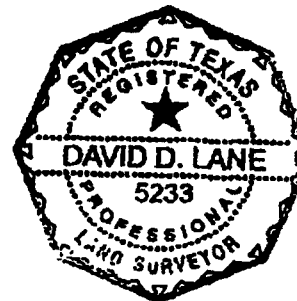
THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





000030

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 5

ALL THAT CERTAIN 17.99 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, FOR THE NE CORNER OF THIS TRACT;

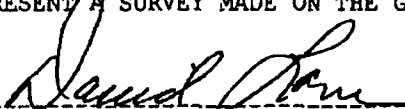
THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 1372.10' TO AN IRON ROD SET IN THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, FOR THE SE CORNER OF THIS TRACT;

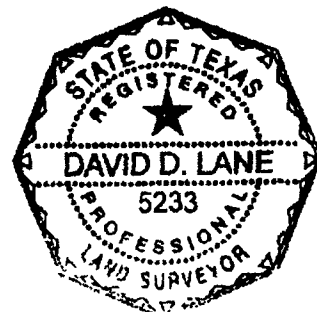
THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, 445.81' TO AN IRON ROD SET, BEING THE SE CORNER OF A 14.73 ACRE TRACT DESCRIBED IN A DEED FROM BILLY R. MCPHERSON TO BRIAN MCPHERSON, DATED JULY 24, 2005 AND RECORDED IN VOLUME 604, PAGE 23 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR THE SW CORNER OF THIS TRACT;

THENCE ALONG THE EAST AND NORTH LINES OF SAID 14.73 ACRE TRACT AS FOLLOWS: N 35° 30' 19'' W, 315.48' TO AN IRON ROD SET, N 32° 58' 27'' W, 439.89' TO AN IRON ROD SET, N 21° 36' 26'' W, 336.47' TO AN IRON ROD SET, S 58° 58' 56'' W, 511.49' TO AN IRON ROD SET AND N 57° 14' 35'' W, 245.01' TO AN IRON ROD SET, BEING THE MOST NORTHERLY CORNER OF SAID 14.73 ACRE TRACT, BEING A CORNER OF SAID 110.43 ACRE TRACT, BEING THE NE CORNER OF A 24.77 ACRE TRACT DESCRIBED IN A DEED FROM BRIAN R. MCPHERSON TO BILLY R. MCPHERSON, DATED AUGUST 11, 2005 AND RECORDED IN VOLUME 604, PAGE 18 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR A CORNER OF THIS TRACT;

THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 67.95' TO THE POINT OF BEGINNING AND CONTAINING 17.99 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





000031

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 6

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET FOR THE NW AND

BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

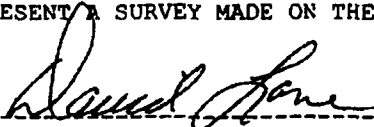
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

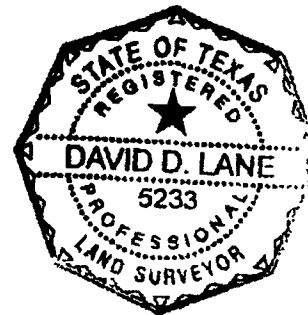
THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON RODS SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
-----  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





000032

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 7

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

**COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;**

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 477.23' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE

**HEREINAFTER DESCRIBED TRACT;**

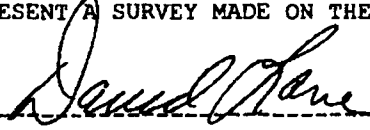
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

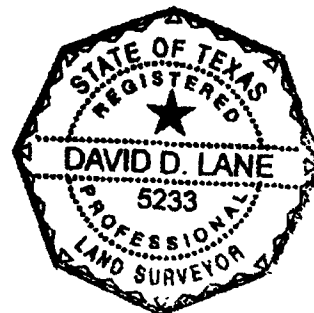
THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
-----  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233

DATED THIS THE 20TH DAY OF JUNE, 2006





000033

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR

P.O. BOX 101 254-796-4084 HICO, TEXAS 76457

### LEGAL DESCRIPTION

STATE OF TEXAS:

COUNTY OF BOSQUE:

TRACT 8

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 954.46' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE

**HEREINAFTER DESCRIBED TRACT;**

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, AT 439.19' PASS A 4'' PIPE POST, CROSSING COUNTY ROAD NO. 3360, IN ALL 489.93' TO AN IRON ROD FOUND, BEING THE SE CORNER OF SAID 110.43 ACRE TRACT, FOR THE SE CORNER OF THIS TRACT;

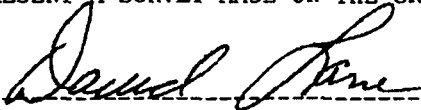
THENCE S 58° 36' 30'' W, GENERALLY ALONG A FENCE ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, BEING ALONG THE SOUTH LINE OF COUNTY ROAD NO. 3360, 730.37' TO AN IRON ROD FOUND, BEING A CORNER OF SAID 110.43 ACRE TRACT, FOR THE MOST SOUTHERLY SW CORNER OF SAID 110.43 ACRE TRACT, BEING THE MOST SOUTHERLY SW CORNER OF THIS TRACT;

THENCE N 31° 19' 32'' W, CROSSING SAID COUNTY ROAD NO. 3360, 77.82' TO AN IRON ROD SET, FOR A CORNER OF SAID 110.43 ACRE TRACT, FOR A CORNER OF THIS TRACT;

THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, 183.94' TO AN IRON ROD SET, FOR THE MOST WESTERLY SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.64' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.66 ACRES IN COUNTY ROAD, OF WHICH 8.72 ACRES ARE CALCULATED TO BE IN THE HIBBINS SURVEY AND 1.29 ACRES ARE CALCULATED TO BE IN THE CHASE SURVEY.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTRATION NO. 5233

DATED THIS THE 20TH DAY OF JUNE, 2006

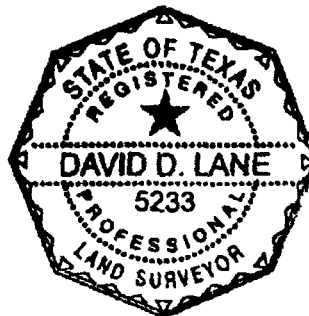


Exhibit A-6



000034

## DAVID LANE SURVEYING

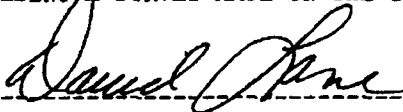
REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 9

ALL THAT CERTAIN 11.14 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT, FOR THE NW CORNER OF THIS TRACT;  
THENCE N 58° 58' 56'' E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 635.37' TO AN IRON ROD SET, FOR THE MOST NORTHERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR AN INTERIOR CORNER OF THIS TRACT;  
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE MOST EASTERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.14 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





000035

## DAVID LANE SURVEYING

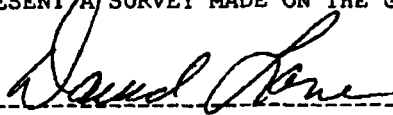
REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 10

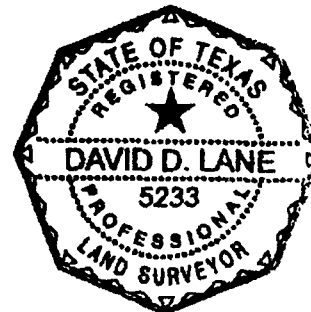
ALL THAT CERTAIN 11.22 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;  
THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO AN IRON ROD SET, FOR THE NW AND **BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;**  
THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT, BEING IN THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET, FOR A CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 670.06' TO AN IRON ROD SET, FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 644.85' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.22 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





000036

EXHIBIT B





000037

**APPLICATION FOR WELL REGISTRATION****Middle Trinity Groundwater Conservation District****Erath County(Home Office)**

150 N. Harbin St., Suite 434

Stephenville, TX 76401

254/965-6705 Fax: 254/965-6745

mtgcd@our-town.com

Comanche County

Bosque County

Coryell County

**District Use Only**

Reg. No. \_\_\_\_\_

Permit No. \_\_\_\_\_

*-This form may be  
faxed or mailed.***RULE 5.1 REGISTRATION:**

All water wells, existing and new, must be registered with the District and are required to comply with the District's registration requirements in these rules.

**RULE 5.2 GENERAL REGISTRATION POLICIES AND PROCEDURES:**

- (a) No person or entity shall drill, modify, complete, change type of use, plug, abandon, or substantially alter the size of a well within the District without first registering the well with the District, except as set forth under Rule 6.1, even though the well may be exempt from the requirement of a permit under District Rule 5.3.
- (b) The District staff will review the application for registration and make a preliminary determination on whether the well meets the exclusions or exemptions provided in Rule 5.3. Providing the preliminary determination is that the well is excluded or exempt, the registrant may begin drilling immediately upon receiving the approved registration.
- (c) If the preliminary determination is that the well is not exempt, the District staff will inform the registrant of any further applications and information required to permit the well under these rules.
- (d) If the preliminary determination is that the well is not exempt, no person may drill, equip, complete, or substantially alter the well without first obtaining the appropriate permit or amendment thereto from the District.
- (e) A violation of this rule occurs on the first day the drilling, equipping, completion, or alteration without the appropriate registration or permit begins and continues each day thereafter until the appropriate registration or permit is issued.

Application Date: 2/7/2012 E-mail address: \_\_\_\_\_Primary Phone: 682-325-4003**Part I - Well Owner and Driller Information:**Well Owner: Bert Dickens, Inc. Alt. Phone: \_\_\_\_\_Mailing Address: PO Box 3108 Fax: \_\_\_\_\_City: Hubbard State: TX ZIP: 76648

Physical Address (if different than above): \_\_\_\_\_

Registrant (if other than owner): \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Physical Address (if different than above): \_\_\_\_\_

*If Registrant is other than the owner of the property where the existing or proposed well is or will be located, include documentation establishing the applicable authority to operate the existing well or to construct and operate a well for the proposed use.*Drilling Company (if known): Associated Well Services, Inc Phone: 254-865-5924Contact: Gary Aardal License #: 2404 AI Fax: 254-865-6869City: Stephenville State: TX ZIP: 76401



000038

**Part II - Well Location:**

Well Site Address: CR 3355  
 City: Valley Mills State: TX ZIP: 76689  
 Latitude: 31 45 06 Longitude: -97 28 57

If Latitude and Longitude is not known, will you grant MTGCD staff access to obtain such information after proper notice?  
☐ Yes ☐ No

**Alternate Well Location (for new wells to be drilled):**

Latitude: 31 45 05 Longitude: -97 28 57  
 Latitude: 31 45 06 Longitude: -97 28 58

**Legal Description:**

Survey Name (if known): \_\_\_\_\_ Survey No. (if known): \_\_\_\_\_ Abstract No (if known): \_\_\_\_\_

Attach a map adequate to locate the well and provide: \_\_\_\_\_ feet from the \_\_\_\_\_ property line and  
 \*\*\*Map must be attached for multiple registrations (N, S, E, W, etc.)  
 \_\_\_\_\_ feet from the \_\_\_\_\_ property line and  
 (Use perpendicular lines)

Will the groundwater withdrawn from the well be used on a different property than the property where the well is located?  
☒ No ☐ If yes, explain: \_\_\_\_\_

Please identify the total number of acres of land contiguous in ownership with the land where the well(s) is/are located:  
41.36

Will the groundwater produced be transported out of Bosque, Comanche, Coryell or Erath Counties? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_

**Part III - Purpose for Water Use:**

Mark (x) all appropriate spaces regarding the purpose of existing use of the well or the proposed use for new wells:

☐ Public Water Supply ☒ Domestic  
☐ Commercial ☐ Solely one single-family house (includes lawn irrigation)  
 If not built, when will construction begin? \_\_\_\_\_  
☐ Industrial ☒ Multi-family  
☐ Irrigation (Agricultural)  
 (other than lawn watering)  
☐ Livestock Watering  
☐ Hydrocarbon production (explain): \_\_\_\_\_  
☐ Other (explain): \_\_\_\_\_



000039

State the estimated amount of water used or to be used for each identified purpose (other than domestic and livestock):

Public Water Supply \_\_\_\_\_  
 Commercial \_\_\_\_\_  
 Industrial \_\_\_\_\_  
 Irrigation (Agricultural) \_\_\_\_\_  
 Hydrocarbon Production \_\_\_\_\_  
 Other \_\_\_\_\_

**Part IV - Well Information:**

Water well closure plan attached? Yes ☒ No. If no, sign below as a declaration that the applicant will comply with state and MTGCD well capping and plugging rules and report closure to the District:

X [Signature] (Owners signature)

Method of Withdrawal (submersible pump, windmill, etc.): Submersible

Estimated maximum pumping capacity of well: 110 GPM (gallons per minute)

Estimated depth of well: 910' 1,150'

Size of well: 4" (diameter of the well casing)

1 1/4" (inside diameter of the pump [discharge] column pipe.)

Size of well pump: 5 hp

For existing wells in Erath or Comanche Counties please state if any water was produced prior to May 11, 2004:  
 Yes \_\_\_\_\_ No \_\_\_\_\_

For existing wells in Bosque County please state if any water was produced prior to November 15, 2009:  
 Yes \_\_\_\_\_ No \_\_\_\_\_

For existing wells in Coryell County please state if any water was produced prior to February 1, 2010:  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**Part V - Certification:**

Applicant agrees that water produced/withdrawn from the existing/proposed well will be put to beneficial use at all times:  
 \_\_\_\_\_ No ☒ Yes

Applicant agrees to abide by the Rules of the District: \_\_\_\_\_ No ☒ Yes.

I hereby certify that the information given herewith is true and accurate to the best of my knowledge and belief.

C. Bart Dickens X [Signature] 2-7-12  
 Print Name Signature Date



000040

**APPLICATION FOR OPERATING PERMIT****Middle Trinity Groundwater Conservation District**Erath County

930 N. Wolfe Nursery Rd

Stephenville, TX 76401

254/965-6705 toll free 877-965-6705

Fax: 254/965-6745

Comanche CountyBosque CountyCoryell County

mtgcd2@centurylink.net

District Use Only

Permit No. \_\_\_\_\_

MTGCD Well No. \_\_\_\_\_

**IMPORTANT NOTE: PERMIT APPLICANT MUST SUBMIT AN APPLICATION FOR WELL REGISTRISTRATION PRIOR TO OR IN CONJUNCTION WITH THE SUBMITTAL OF THIS PERMIT APPLICATION.**

**Instructions:** Fill out this form for each well (type or print). Submit permit application form along with an application fee of \$225.00 (\$25.00 + \$200.00 refundable deposit) for each well to the Erath County office at the address above. Additional information or explanation may be attached.

In accordance with District Rule 5.11(e), the information provided by the permit applicant in the spaces below will be incorporated into the permit if a permit is issued. The permit will be granted on the basis of, and contingent upon, the accuracy of the information supplied in this application. A finding that false information has been supplied is grounds for immediate revocation of the permit. In addition, the information given in this permit application will be supplemented by the information provided by the permit applicant in the well registration application that is submitted to the District for the proposed well.

Date of application: Oct. 18, 2012 Date well is anticipated to begin producing groundwater: \_\_\_\_\_ Date of Approval \_\_\_\_\_

**Well Location Information – Location Map**

Please attach a 7.5 minute United States Department of Interior Topographic Map showing the proposed well location and an alternative well location that meets the District's minimum spacing and location requirements stated in Section 7 of the District's Rules, and showing all wells in existence on the date of application within a quarter (1/4) mile radius of the location(s) of the proposed well. Copies of such maps for use by an applicant may be obtained from the District Office. Alternatively, instead of providing a map, the applicant may provide latitude and longitude coordinates as measured by a calibrated GPS instrument for the proposed well(s) and such nearby wells.

**Well Information**

Estimated rate at which water will be withdrawn from proposed well: 164.9 gallons per minute ~~210,000 gallons per day~~

Water Conservation Plan attached? \_\_\_\_\_ Yes X No. If no, sign below as a declaration that the applicant will comply with the District's Management Plan.

Command Decisions, Inc.  
By Jay Dickens, President

(applicant's signature)

Drought Contingency Plan attached? \_\_\_\_\_ Yes X No. If applicant is a wholesale or retail public water supplier, or an irrigation district, a copy of its drought contingency plan must be attached to this application.

Is the applicant a retail public utility as defined by Section 13.002 of the Texas Water Code? X Yes \_\_\_\_\_ No.

If the answer was yes to the question above, will the proposed well be located at least 500-feet from all property lines on the property? \_\_\_\_\_ Yes X No



000041

List subdivision(s) or service area proposed well will service, if applicable: 88.69 acres

See Attachment A

Will the groundwater withdrawn under this permit be used in conjunction with another Operating or Grandfather Permit?

   Yes   X   No

If yes, explain: \_\_\_\_\_

Will this well be placed in aggregate with other wells?    Yes   X   No. If yes, with how many?        Are they permitted:

   Yes        No

Will the groundwater withdrawn from the well be resold, leased, or otherwise transferred to others?   X   Yes        No. If yes, please provide the location to which the groundwater will be delivered: \_\_\_\_\_

Lots 3-10 as referenced in Attachment A; Tracts 3-10 as referenced in Attachment B  
Attachment A and B describe the same 8 tracts of land

If the answer was yes to the question above, please provide the purpose for which the groundwater will be used: \_\_\_\_\_

Water Supply for 8 single family residences

If the answer was yes to the question above, please attach to this application a copy of the legal documents establishing the right for the groundwater to be sold, leased, or otherwise transferred, including but not limited to any contract for the sale, lease, or transfer of groundwater.

See Attachment C and D

Please submit signed application along with any attachments and the applicable fees of \$225.00 to MTGCD, 930 Wolfe Nursery Rd, Stephenville, Texas 76401. The permit application fees may only be paid by personal check, cashiers check, or money order.

Note: Pursuant to Section 9 of the District's Rules, the District is required to hold permit hearings on permit applications, permit revocations or suspensions, and certain permit renewals or amendments. Public notice of permit hearings before the District's Board of Directors on the permit applications submitted to the District will be posted at a place convenient to the public in the District Office and by the county clerk of Comanche, Bosque and Erath Counties on a bulletin board at a place convenient to the public in the county courthouse.

Amendment of Permits: Rule 5.13 of the District's Rules establishes that a substantial change to a permit may be made only after application to and approval by the District. A substantial change to a permit includes a change that would substantially alter the size or capacity of a well, an increase in the annual quantity of groundwater authorized to be withdrawn, a change in type of use or location of use of the water produced, a change of location of groundwater withdrawal except as provided in Section 6 of the District's Rules for replacement wells, or the addition of a new well to be included in an already permitted aggregate system.



000042

00003972

**CERTIFICATION:**

Applicant agrees to comply with the District's Rules, plans established pursuant to the District's Rules and the terms of the permit. X Yes      No

I hereby certify that the information in this permit application and in the associated well registration application is true and accurate to the best of my knowledge and belief.

Command Decisions, Inc.  
By Jay Dickens, President

Print Name

Signature of Well Owner or Agent

Date

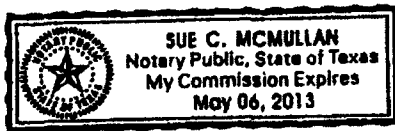
STATE OF TEXAS §§

COUNTY OF Brewer §

Before me, the undersigned notary public, on this day personally appeared Jay Dickens, who being by me duly sworn upon his oath depose and said that he has read the above and foregoing application and that every statement contained therein is within his/her personal knowledge and true and correct.

Signature of Permit Applicant

SUBSCRIBED and SWORN to before me on this 18th day of October, 2012, to certify which witness my hand and official seal of office.



Sue C. McMullan  
Notary Public, State of Texas  
My Commission Expires: 5/6/13

Filed For Record  
Dec 10, 2012 at 03:02P

Betty Outlaw  
County Clerk, Bosque CO. TX

By Dicky Turner  
Deputy Clerk

District Use Only	
Permit No _____	MTGCD Well No _____
State Well No _____	Aggregate Well No _____
Qty of Wells in Aggregation _____	



**EXHIBIT "B"**



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

## GROUNDWATER DEED AND EASEMENTS

STATE OF TEXAS	§
	§
COUNTY OF BOSQUE	§

WHEREAS, Bert Dickens, Inc., a Texas corporation, conveyed to Command Decisions, Inc., a Texas corporation, the Groundwater Estate and Groundwater Easements (hereinafter defined) from Tracts 3, 4, 5, 6, 7, 8, 9, and 10 as described by that certain Groundwater Deed and Easements recorded on December 10, 2012, in Document No. 2012-00003972, in the Real Property Records of Bosque County, Texas; and

WHEREAS, at the time that Bert Dickens, Inc. conveyed to Command Decisions, Inc. the Groundwater Estate and Groundwater Easements related to Tracts 3 through 10, Bert Dickens, Inc. did not convey the Groundwater Estate or any Groundwater Easements related to Tract 1; and

WHEREAS, Bert Dickens, Inc. conveyed to Rolling Vistas, Ltd., a Texas limited partnership, the Real Property described as 110.43 acres, more or less, in Bosque County, Texas, including Tract 1 but save and except Tract 2, Tract 4, Tract 5, and Tract 8, by that certain Warranty Deed recorded on April 11, 2016 in Document No. 2016-00001220, in the Real Property Records of Bosque County, Texas; and

WHEREAS, the Groundwater Estate underlying Tract 1 has not yet been severed from the surface of Tract 1 and is currently owned by Rolling Vistas, Ltd. as the successor in interest to Bert Dickens, Inc.; and

WHEREAS, Rolling Vistas, Ltd. now desires to convey to Command Decisions, Inc. the Groundwater Estate (as hereinafter defined) in and under Tract 1, more fully described by metes and bounds in Exhibit "A", attached hereto, as well as the associated Groundwater Easements, and Command Decisions, Inc. desires to purchase the same from Rolling Vistas, Ltd.;

NOW THEREFORE, Rolling Vistas, Ltd., a Texas limited partnership, whose address is 3030 W. Beauregard, San Angelo, Texas 76901 ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor, in hand paid by Command Decisions, Inc., a Texas corporation ("**Grantee**"), whose mailing address is 3030 W. Beauregard, San Angelo, Texas 76901, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto Grantee:



**The Property (including the Groundwater Estate and Groundwater Easements)  
("Property"):**

**Groundwater Estate**

The term "Groundwater Estate" means and includes all of the following items:

- (1) All underground water, percolating water, artesian water, and all other waters, from any and all sources, aquifers, reservoirs, formations, depths, and horizons beneath the surface of the earth in and under, and that may be produced ("Groundwater") from Tract 1 (the "Land"), together with all associated rights related to the Groundwater including but not limited to the right to capture, explore for, drill for, develop, withdraw, produce, store, treat, transport and/or otherwise beneficially use such Groundwater and the non-exclusive right to use so much of the surface of the Land as is reasonably necessary for the exercise of such associated rights, including the right of ingress and egress.
- (2) All Groundwater extracted and stored on the surface of the Land and/or pumped or otherwise transported off the Land.
- (3) All personal property rights, appurtenances, authorities, permits, licenses, consents, and contracts relating or pertaining to any portion of the Groundwater, including, without limitation, (a) those that may be necessary or useful to withdraw and/or beneficially use any portion of the Groundwater, (b) those that pertain to making application for permit(s), protesting permit rights, and/or requesting modification or transfer of any permit rights.
- (4) Any and all rights and benefits accruing from the historical production of the Groundwater.
- (5) Any and all claims, permits, licenses, condemnation rights, or other valuable governmental approvals that now or hereafter pertain or accrue to ownership, production, and/or use of the Groundwater, including the Application for Well Registration duly filed with Middle Trinity Groundwater Conservation District, and which application was accompanied by a later application for Operating Permit, which application was approved by the Middle Trinity Groundwater District at its November 1, 2012 regular Board meeting.

**Groundwater Easements, the dominant estate**

The term "Groundwater Easements" means and includes the following six (6) easements, all of which are dominant estate:

- (1) The non-exclusive right to use so much of the surface of the Land as is reasonably necessary for the exercise of the rights set out in (1) of Groundwater Estate, including the right of ingress and egress ("Groundwater Access Easement").
- (2) An easement twenty (20) feet in width and extending from the Existing Water Well along and across Tract 3 and Tract 4 and along and across each Tract to each of the other Tracts in such locations as is necessary to provide a groundwater delivery system (the



“Groundwater Delivery System”) for delivery of Groundwater from the Existing Water Well and/or future groundwater wells to each of the Tracts (the “Groundwater Delivery System Easement”). The Groundwater Delivery System Easement shall include the right to construct, equip, maintain, repair, replace and operate the Groundwater Delivery System. The Groundwater Delivery System shall include pipelines, meters and other components of the system. The Groundwater Delivery System Easement includes the right of ingress and egress over and across the Land, beginning at a point at the public road adjacent to the Land and continuing to a location or locations needed for access to the Groundwater Delivery System.

(3) A temporary construction easement (“Temporary Construction Easement”) on, along and across the Land for the purposes of construction of the Groundwater Delivery System, or any future groundwater well, groundwater delivery system or any other use as described in the Groundwater Access Easement and/or the Groundwater Delivery System Easement. The Temporary Construction Easement shall remain in place for so long as construction continues and shall cease once construction is complete.

## **TERMS OF GROUNDWATER EASEMENTS**

(1) Character of Groundwater Easement. The Groundwater Easements are appurtenant to and run with all or any portion of the Groundwater Estate, whether or not the Groundwater Easements are referenced or described in any conveyance of all or such portion of the Groundwater Estate. All Groundwater Easements are exclusive easements, except that multiple utility providers shall be allowed to use the area of the Groundwater Delivery System Easement for placement of utilities so long as the placement of any such utilities does not interfere with the use of the Groundwater Easements by Grantee. The Groundwater Easements are irrevocable. The Groundwater Easements are for the benefit of Grantee and Grantee’s successors and assigns who at any time own all or any portion of the Groundwater Estate or any interest in the Groundwater Estate.

(2) Duration of Groundwater Easement. The duration of the Groundwater Easements is perpetual.

(3) Reservation of Rights. Grantor reserves for Grantor and Grantor’s successors, and assigns the right to continue to use and enjoy the surface of the property of each Groundwater Easement (“Groundwater Easement Property”) for all purposes that do not interfere with or interrupt the use or enjoyment of the Groundwater Easement Property by Grantee for the purposes set out in each of the Groundwater Easements.

(4) Construction and Maintenance of Groundwater Easement. Construction and maintenance of the Groundwater Easement Property will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Groundwater Easement Property of each Groundwater Easement. Grantee has the right to remove or relocate any fences or other improvements within the Groundwater Easement Property or along its boundary lines, if reasonably necessary to fulfill the purpose of any of the Groundwater Easements.

(5) Equitable Rights of Enforcement. These Groundwater Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy



of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

#### **SAVE AND EXCEPT:**

Grantor reserves on behalf of itself and future owners of the surface of the Land, the right to drill a new groundwater well on the Land for the use of the surface owner of the Land (subject to the restrictions set forth below), in each case (e.g., for any well under clause (i) or (ii)) for the purpose of withdrawing groundwater from any such well for beneficial use only on the applicable Tract and in quantities that qualify the well as an Exempt Well. The term "Exempt Well" shall mean a well that meets either of the following criteria: (1) a well with a casing diameter of five inches nominal or less pumped only by a windmill; or (2) a well (a) used solely for (i) domestic use, (ii) providing water for livestock, wildlife, or poultry, and/or (iii) ranching purposes, and (b) that is drilled, completed, and equipped so that it is incapable of producing more than 25,000 gallons of groundwater a day. Grantor acknowledges that the concept of Exempt Well as used herein is for the purpose of defining the maximum permitted groundwater withdrawals by Grantor and that applicable laws or regulations may be hereafter enacted that further restrict or impose permitting or other conditions on any such withdrawals, and Grantor agrees to be bound by any such restrictions and/or conditions. Grantor may drill no more than one (1) new Exempt Well on the Land. All groundwater produced by the new Exempt Well shall be used only on the Land. Grantor shall not have the right to divert water from, tap into, or otherwise use any groundwater well drilled or used by, for, or through Grantee, except as may be otherwise agreed by Grantee in writing in Grantee's sole and absolute discretion.

Further, Grantor, for the benefit of itself and future surface owners, reserves all of the surface water on the Land, and Grantee shall not have any right to any such surface water, except for that groundwater that has been extracted, stored and/or transported from the Land as described in subparagraph (2) of the definition of Groundwater Estate above, which shall be the property of Grantee.

#### **Exceptions to Warranty of Property:**

Any liens affecting the Property.

Grantor is conveying the Property, and Grantee is accepting the Property, "AS IS" with respect to the physical condition of the Property. Any physical aspect of the Groundwater including but not limited to: availability, existence, utility, recoverability, source, quality, condition, potability, chemistry or other characteristics of groundwater, if any, lying on, under or over the Land or that may be produced or used there from is an exception from the warranty of this deed.

Grantor, for the consideration and subject to the reservations set forth herein and to the exceptions to warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part



thereof, by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty.

Each restriction upon Grantor set forth herein and each covenant and/or acknowledgment of Grantor set forth herein shall be binding upon Grantor and each subsequent owner of the surface of the Land or a Tract out of the Land and shall inure solely to the benefit of and be enforceable solely by Grantee and Grantee's successors and assigns. Failure by Grantee or Grantee's successors or assigns to enforce any restriction or covenant as to any portion of the Land or a Tract out of the Land shall not be deemed a waiver thereof or affect the validity and enforceability of such restriction or covenant and shall not affect the validity and enforceability of any other restriction upon Grantor or any other covenant and/or acknowledgment of Grantor set forth herein.

Grantor hereby agrees to execute and deliver such additional, supplemental, confirming or other documents of transfer as Grantee may reasonably request, at any time and from time to time hereafter, to perfect the conveyances intended in this deed, including, but not limited to, any documentation needed for pending or future applications for permits, amendments to permits, or purchase of any permits, or for the drilling of water wells, the spacing of water wells, the production of groundwater, or the sale of groundwater.

Grantee shall pay when due any user fees, well registration fees, or other like fees when due to the applicable governmental authority, including any applicable groundwater conservation district fees and assessments for the Property herein conveyed to Grantee.

It is clearly understood that Grantee shall not owe Grantor any compensation for the use of the surface of the Land by and through the Easements and other rights described herein and that Grantee's Property is the dominant estate.

The term "Grantor" as used herein shall include and/or mean subsequent owner(s) of the surface of the Land as the context may require.

When the context requires, singular nouns and pronouns include the plural.

Executed this 17<sup>th</sup> day of March 2017.

**GRANTOR:**

ROLLING VISTAS, LTD., a Texas limited partnership

By: CREEKSIDE RURAL INVESTMENTS, INC., a Texas corporation, its general partner

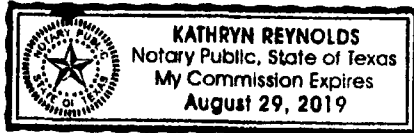
By:   
Jay Dickens, President



THE STATE OF TEXAS     §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of March, 2017, by Jay Dickens, President of CREEKSIDE RURAL INVESTMENTS, INC., a Texas corporation, as general partner of ROLLING VISTAS, LTD., a Texas limited partnership.



Kathryn Reynolds  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Command Decisions, Inc.  
3030 W. Beauregard  
San Angelo, Texas 76901

PREPARED IN THE LAW OFFICE OF:  
Branscomb | PC  
711 Navarro Street, Suite 500  
San Antonio, Texas 78255



## Exhibit A to Groundwater Deed and Easements

## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 1

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 356 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE N 58° 58' 56" E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 365.37' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT

THENCE N 58° 58' 56" E, CONTINUING ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, AT 1372.34' PASS A 4" PIPE POST IN THE WEST LINE OF COUNTY ROAD NO. 3355, CONTINUING IN ALL 1936.97' TO THE NE CORNER OF SAID 110.43 ACRE TRACT, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 45' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT, AT 84.44' PASS A 4" PIPE POST IN THE WEST LINE OF SAID COUNTY ROAD NO. 3355, CONTINUING IN ALL, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 22' 51" W, ACROSS A PASTURE, 335.03' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.16 ACRES IN COUNTY ROAD.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006

Filed for Record in:

STATE OF TEXAS, BOSQUE COUNTY TEXAS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the records of:

BOSQUE COUNTY TEXAS

Tabatha Ferguson, COUNTY CLERK

Instr.: 2017-00888

March 20, 2017 at 8:43 AM

Stamps: 7 Page(s)

By: *Sandra Wells*  
Deputy Clerk





**EXHIBITS "C 1-9"**



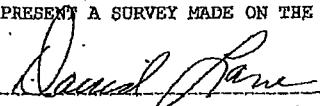
# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 1

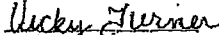
ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 3, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;  
THENCE N 58° 58' 56" E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 365.37' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT  
THENCE N 58° 58' 56" E, CONTINUING ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, AT 1372.34' PASS A 4" PIPE POST IN THE WEST LINE OF COUNTY ROAD NO. 3355, CONTINUING IN ALL 1936.97' TO THE NE CORNER OF SAID 110.43 ACRE TRACT, FOR THE NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT, AT 84.44' PASS A 4" PIPE POST IN THE WEST LINE OF SAID COUNTY ROAD NO. 3355, CONTINUING IN ALL, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51" W, ACROSS A PASTURE, 335.03' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.16 ACRES IN COUNTY ROAD.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006

Filed For Record  
Feb 15, 2008 at 11:38A

Betty Rutlaw  
County Clerk, Bosque CO, TX

By   
Deputy Clerk



# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 3

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56'' E, 644.85' TO AN IRON ROD SET, AND N 31° 46' 08'' W, 335.03' TO AN IRON ROD SET FOR THE SW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

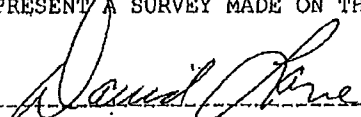
THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT;

THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION.

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 4

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51" W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56" E, 644.85' TO AN IRON ROD SET, FOR THE SW AND BEGINNING CORNER OF THE

HEREINAFTER DESCRIBED TRACT;

THENCE N 31° 46' 08" W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT

THENCE N 58° 58' 56" E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

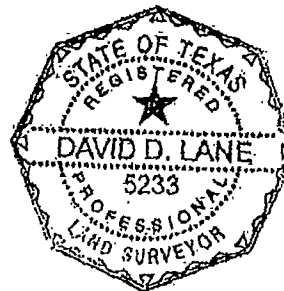
THENCE S 31° 46' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING 'PLAT' REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 5

ALL THAT CERTAIN 17.99 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 1372.10' TO AN IRON ROD SET IN THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, 445.81' TO AN IRON ROD SET, BEING THE SE CORNER OF A 14.73 ACRE TRACT DESCRIBED IN A DEED FROM BILLY R. MCPHERSON TO BRIAN MCPHERSON, DATED JULY 24, 2005 AND RECORDED IN VOLUME 604, PAGE 23 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR THE SW CORNER OF THIS TRACT;

THENCE ALONG THE EAST AND NORTH LINES OF SAID 14.73 ACRE TRACT AS FOLLOWS: N 35° 30' 19'' W, 315.48' TO AN IRON ROD SET, N 32° 58' 27'' W, 439.89' TO AN IRON ROD SET, N 21° 36' 26'' W, 336.47' TO AN IRON ROD SET, S 58° 58' 56'' W, 511.49' TO AN IRON ROD SET AND N 57° 14' 35'' W, 245.01' TO AN IRON ROD SET, BEING THE MOST NORTHERLY CORNER OF SAID 14.73 ACRE TRACT, BEING A CORNER OF SAID 110.43 ACRE TRACT, BEING THE NE CORNER OF A 24.77 ACRE TRACT DESCRIBED IN A DEED FROM BRIAN R. MCPHERSON TO BILLY R. MCPHERSON, DATED AUGUST 11, 2005 AND RECORDED IN VOLUME 604, PAGE 18 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR A CORNER OF THIS TRACT;

THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 67.95' TO THE POINT OF BEGINNING AND CONTAINING 17.99 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 6

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET FOR THE NW AND

BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON RODS SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 7

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 477.23' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE

HEREINAFTER DESCRIBED TRACT;

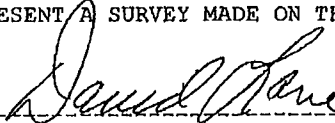
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

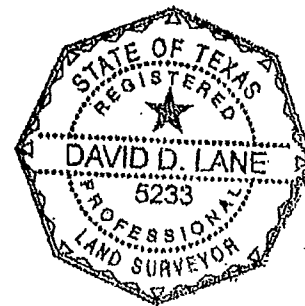
THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS;  
COUNTY OF BOSQUE;  
TRACT 8

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 954.46' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, AT 439.19' PASS A 4" PIPE POST, CROSSING COUNTY ROAD NO. 3360, IN ALL 489.93' TO AN IRON ROD FOUND, BEING THE SE CORNER OF SAID 110.43 ACRE TRACT, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 36' 30'' W, GENERALLY ALONG A FENCE ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, BEING ALONG THE SOUTH LINE OF COUNTY ROAD NO. 3360, 730.37' TO AN IRON ROD FOUND, BEING A CORNER OF SAID 110.43 ACRE TRACT, FOR THE MOST SOUTHERLY SW CORNER OF SAID 110.43 ACRE TRACT, BEING THE MOST SOUTHERLY SW CORNER OF THIS TRACT;

THENCE N 31° 19' 32'' W, CROSSING SAID COUNTY ROAD NO. 3360, 77.82' TO AN IRON ROD SET, FOR A CORNER OF SAID 110.43 ACRE TRACT, FOR A CORNER OF THIS TRACT;

THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, 183.94' TO AN IRON ROD SET, FOR THE MOST WESTERLY SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.64' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.66 ACRES IN COUNTY ROAD, OF WHICH 8.72 ACRES ARE CALCULATED TO BE IN THE HIBBINS SURVEY AND 1.29 ACRES ARE CALCULATED TO BE IN THE CHASE SURVEY.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006



Exhibit C-7



# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 9

ALL THAT CERTAIN 11.14 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT, FOR THE NW CORNER OF THIS TRACT;  
THENCE N 58° 58' 56'' E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 635.37' TO AN IRON ROD SET, FOR THE MOST NORTHERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR AN INTERIOR CORNER OF THIS TRACT;  
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE MOST EASTERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.14 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR

P.O. BOX 101 254-796-4084 HICO, TEXAS 76457

LEGAL DESCRIPTION

STATE OF TEXAS:

COUNTY OF BOSQUE:

TRACT 10

ALL THAT CERTAIN 11.22 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT, BEING IN THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET, FOR A CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 670.06' TO AN IRON ROD SET, FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 644.85' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.22 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTRATION NO. 5233

DATED THIS THE 20TH DAY OF JUNE, 2006

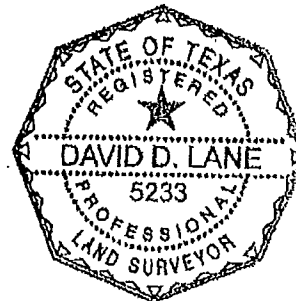




Exhibit B  
to Applicant's Supplement



000062

## Financial Projections-VM Neighbors Water Group

Year	Service taps	Minimum Membership Fee	Minimum Monthly Service Charge	3,000 gallon Average Monthly Usage Fee	Minimum Monthly Total Received	Monthly Expenses	Minimum Annual Total Rec.	Annual Expenses	Minimum Annual Reserve
2017	9	\$50.00	\$25.00	\$12.00	\$783.00	(\$770.00)	\$9,396.00	(\$9,230.00)	\$166.00
2018	9	\$50.00	\$25.00	\$12.00	\$783.00	(\$770.00)	\$9,396.00	(\$9,230.00)	\$166.00
2019	9	\$50.00	\$25.00	\$12.00	\$783.00	(\$770.00)	\$9,396.00	(\$9,230.00)	\$166.00
2020	9	\$50.00	\$25.00	\$12.00	\$783.00	(\$770.00)	\$9,396.00	(\$9,230.00)	\$166.00
2021	9	\$50.00	\$25.00	\$12.00	\$783.00	(\$770.00)	\$9,396.00	(\$9,230.00)	\$166.00
			<b>5 year totals</b>	<b>\$3,915.00</b>	<b>\$46,980.00</b>		<b>\$46,980.00</b>	<b>(\$46,150.00)</b>	<b>\$830.00</b>
One Time Fees Received				Total Received					
Membership Fee per Lot			\$100.00	\$900.00					
Meter Fee per Lot			\$500.00	\$4,500.00					
Routine Recurring Expenses				Annual Total	5 year totals				
System Management Fee			\$250 monthly	(\$3,000.00)	(\$15,000.00)				
Electricity cost (Average)			\$150 monthly	(\$1,800.00)	(\$9,000.00)				
Quarterly Water Testing			\$50 per quarter	(\$200.00)	(\$1,000.00)				
Miscellaneous			\$50 monthly	(\$600.00)	(\$3,000.00)				
Liability Insurance			Est. at \$200 monthly	(\$2,400.00)	(\$12,000.00)				
Accountant Cost			Est. at \$90 monthly	(\$1,080.00)	(\$5,400.00)				
Water Purchase from Command			Appx \$150 annually	(\$150.00)	(\$750.00)				
<b>Total</b>				<b>(\$9,230.00)</b>	<b>(\$46,150.00)</b>				
One Time Expenses				Totals for 9 lots					
Meter Installation-Labor			(\$200.00)	(\$1,800.00)					
Meter Set-up Cost*			(\$300.00)	(\$2,700.00)					
<b>*Itemization*</b>				(\$4,500.00)					
Meter			(\$150.00)	Potable Water Meter					
Meter box			(\$25.00)	MR					
Backflow Prevention valve			(\$32.00)	34UFX34F-700XL					
Shut off Valve			(\$52.00)	Mfr. Model# V075BL					
Misc. Fittings			(\$16.00)						
Sales tax			(\$25.00)						
<b>Total</b>			<b>(\$300.00)</b>						



Exhibit C  
to Applicant's Supplement



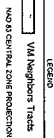
2



Exhibit D  
to Applicant's Supplement



## VM NEIGHBORS WATER GROUP RULES AND REGULATIONS

**CUSTOMER NOTICE: THIS UTILITY SERVICE PROVIDER IS EXEMPT FROM MANY OF THE REQUIREMENTS FOR UTILITIES, BUT IT STILL MUST COMPLY WITH THESE SERVICE RULES. THE PUBLIC UTILITY COMMISSION WILL NOT REVIEW RATE CHANGES UNLESS PROTESTED BY AT LEAST 50% OF THE CUSTOMERS WITHIN 90 DAYS AFTER THE EFFECTIVE DATE OF THE RATE CHANGE.**

### SECTION 1.0 – Rate Schedule

#### Section 1.01 – Rates

VM Neighbors Water Group (the Water Group) shall furnish, subject to the limitations set forth in the Customer Water Service Agreement and its rules, such quantity of water as the Customer (as defined in the Application for Water Service) requires in connection with the Customer's acquisition of any Tract, as such Tracts are more fully described by the attached Exhibits A1 – A9, subject to the Water Group's water conservation and drought contingency rules, if any, as well as the drought contingency rules of the Middle Trinity Groundwater Conservation District, *at the following rates:*

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	\$25 (Includes 0 gallons)	\$3.00 per 1000 gallons up to 8,000 gallons
1"	\$150 (Includes 0 gallons)	\$4.00 per 1000 gallons, 8,001 to 15,000 gallons
1½"	\$200	\$4.75 per 1000 gallons thereafter
2"	\$300	

The Water Group will accept the following FORMS OF PAYMENT:

Cash     , Check X, Money Order X, Credit Card     , Other (specify)                       
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

**Rate Changes:** Rates can be changed no more than once per year without the approval of the Public Utility Commission (the Commission). Customers will be given notice of rate changes which states the effective date of the rate change, the old rates, the new rates, the Commission's address and a statement that written protests can be submitted to the Commission.

#### Section 1.02 – Fee Schedule

METER INSTALLATION FEE..... \$500.00

METER TEST FEE..... \$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

METER RELOCATION FEE..... Actual Cost



**RECONNECTION FEE**

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS

- a) Non-payment of bill (Maximum \$25.00).....\$25.00
- b) Customer's request that service be disconnected..... \$50.00

TRANSFER FEE.....\$35.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE \$5.00

RETURNED CHECK CHARGE..... \$25.00

CUSTOMER DEPOSIT (Maximum \$50) ..... \$0.00

## SECTION 2.0 – SERVICE RULES AND POLICIES

**THE WATER GROUP, AT ITS SOLE DISCRETION, MAY TERMINATE SERVICE TO ANY CUSTOMER THAT THE WATER GROUP FINDS IN NONCOMPLIANCE WITH THE CUSTOMER SERVICE AGREEMENT OR THE WATER GROUP RULES AND REGULATIONS.**

### **Section 2.01 – Application for Water Service**

All applications for service will be made on the Water Group's standard application form (attached to these Rules & Regulations), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid, and easements, if required, will be granted before services are provided by the utility. A separate application and contract will be made for each service location.

Applicants for new service connections which have undergone extensive plumbing modifications are required to furnish the Water Group with a completed customer service inspection certificate. The Water Group is not required to perform these inspections for the applicant, but will assist the applicant in locating and obtaining the services of a certified inspector.

### **Section 2.02 – Water Group's Response to Application for Water Service**

#### **(A) Installation and Initiation of Service**

After the applicant has met all the requirements, conditions, and regulations for service, the Water Group will install tap, meter, and utility cut-off valve and/or take all necessary actions to initiate service. The Water Group will serve each qualified applicant for service within 10 working days unless line extensions or new facilities are required. If construction is required to fill the order and if



it cannot be completed within 30 days, the Water Group will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

#### (B) Refusal of Service

The Water Group may decline to serve an applicant until the applicant has complied with state and municipal regulations. In the event that the Water Group refuses to serve an applicant, the Water Group will inform the applicant in writing of the basis of the refusal. The Water Group is also required to inform the applicant that a complaint may be filed with the Commission. Further, the Water Group is not required to have a designated service area and is not obligated to serve every applicant for service, but it is required to provide service in a nondiscriminatory manner.

### Section 2.03 – Payments

#### (A) Billing

##### **(1) Regular Billing**

Once a meter has been installed, the Monthly Minimum will be billed monthly regardless of whether the Customer uses any water during the month. Water Group will maintain a record of payments mailed.

If a property is rented, the Water Group will require both the landlord and tenant to sign an agreement specifying which party is responsible for bills and costs. The landlord will be required to pay service extension fees if the facilities will remain in service after the tenant vacates the leased premises. The Water Group may not require the landlord to guarantee the tenant's customer service deposit or monthly service bill as a condition of service. However, if the landlord signs a guarantee of payment for deposits or monthly service bills, the guarantee shall remain in full force and effect until the guarantee is withdrawn in writing and copies are provided to both the Water Group and the tenant.

The Water Group will note on the monthly bill a local or toll-free number to which customers can direct questions about their utility service, including questions regarding their bill. Each bill will also provide the total amount due for the water service, the due date of the bill, the date and reading of the meter at the beginning and end of the period for which the bill is rendered and the number of gallons consumed.

##### **(2) Prorated Bills**

If service is interrupted or seriously impaired for 24 consecutive hours or more, the Water Group will prorate the monthly base charge in proportion to the time service was not available to reflect the loss of service.

##### **(3) Due Date of Bills**

The due date of bills for utility service is at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the Water Group constitutes proof of the date of issuance. Monthly bills will be due by the fifteenth of the



month.

**(4) *Liability for Bill Delivery***

The Customer understands and agrees that the Water Group shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the Customer does not receive his or her billing statement within a reasonable period of time, the Customer is responsible for either making payment (approximate) to the Water Group, including account number on all checks, contacting the Water Group to obtain another copy of the Customer's billing statement, or acquiring a current account balance due to the Water Group, at which time the Customer shall make payment in full.

**(B) Delinquent Payments & Consequences**

**(1) *Delinquent Payment Defined***

Payment for utility service is delinquent if the Water Group does not receive full payment, including late fees and the regulatory assessment, by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date. Payment on an account by any means that has been dishonored and returned by the payor or payee's bank is deemed to be delinquent.

**(2) *Consequences for Delinquent Payment***

The Water Group will charge a late penalty of \$5 for payment received after a bill's due date. The Water Group will mail or hand deliver a separate notice of late payment to the Customer. After mailing a late notice, the Water Group may disconnect service if the amount due and late penalty are not paid by twenty six (26) days after the bill was first issued. A reconnection charge will then be charged to the Customer's account for reconnection of service, whether for non-payment or at the Customer's request (see Reconnection Fee, Section 2.04(B) (2) of these Rules and Regulations).

Any delinquent payment or late charge payment or charge for a dishonored check will result in a late penalty being assessed or a deposit being required or both. Utility service crew cannot collect payments on customer accounts in the field.

If payment of the water bill is delinquent three times in a one-year period, a deposit of \$50.00 will be required to keep said account active. When the account has been in a current-paid status for a one year time period, this deposit amount may be refunded to the customer.

**Section 2.04 Fees**

**(A) Fees**

**(1) *Tap Fee***

A new customer requesting service at a location where service has not previously been provided must pay a tap fee.

Any change in meter size or change in meter location, requested by the Customer, will be charged time and materials and will be performed at the discretion of the Water Group.

**(2) *Reconnection Fee***



A customer requesting service where service has previously been provided must pay a reconnection fee.

A reconnection fee will be applied to the Customer's account for reconnection of service. Payment of all service charges and fees must be received by 5:00 pm of the regularly scheduled work day in order to have water service reconnected that day. When service has been disconnected for nonpayment of a bill, service will be reconnected within one working day after the Customer has met the requirements for reconnection, including paying the past-due bill, reconnection fee, and any other outstanding charges.

**(3) *Unscheduled Fees***

Any applicant or customer required to pay for any costs not specifically set forth in Section 1 of the Water Group's Rules & Regulations shall be given a written explanation of such costs prior to request for payment and/or commencement of construction.

**Section 2.05 – Service Disconnection, Reconnection, and Interruptions**

**(A) Service Disconnection**

Service may be disconnected if the monthly bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 26 days after issuance of the bill. A separate termination notice will be mailed or hand delivered.

The Water Group is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 30 days from the date of issuance of the bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery.

The Water Group is required to reconnect service after a Customer who has been disconnected for nonpayment pays a delinquent bill and any other applicable fees in accordance with this tariff and any applicable service agreement. The Water Group may permanently disconnect service to an existing Customer only if authorized to do so, in writing by the Commission and after notice has been issued.

**(B) Reconnection of Service**

**(1) *Availability of Water Group for Reconnection of Service***

Water Group personnel will be available by appointment to accept payments after service is disconnected unless service was disconnected at the customer's request or due to a hazardous condition.

**(2) *Time Frame for Reconnection of Service***

Service will be reconnected within 48 hours after the past due bill, reconnection fees, and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.



(C) Service Interruptions

The Water Group will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the Water Group will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the Water Group will keep a complete record of all interruptions, both emergency and scheduled.

Water Group may disconnect service without notice if there is an imminent hazard to the utility system.

**Section 2.06 – Access to Customer’s Premises**(A) Water Group’s Right of Access

The Water Group will have the right of access to the Customer’s premises *at all reasonable times* for the purpose of installing, testing, maintaining, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the Customer’s plumbing for code, plumbing or violations of the these Rules and Regulations, reading the water meter, checking for illegal connections or unsafe plumbing practices or cross-connections, in compliance with the requirements of the Commission’s “Rules and Regulations for Public Water Systems.” The Customer shall allow the Water Group and its personnel access to the Customer’s property to conduct any water quality tests or inspections required by law, if any. Unless necessary to respond equipment failure, leak or other condition creating immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the Customer’s property shall be during normal business hours and Water Group personnel will attempt to notify the Customer that they will be working on the Customer’s property.

(B) Customer’s Rights & Responsibilities Regarding Water Group’s Access

The Customer may require any Water Group representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the Water Group, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

**Section 2.07 – Back Flow Prevention Devices**(A) Necessity of Back Flow Prevention Device

No water connection shall be allowed to any residence where an actual or potential contamination hazard exists unless the Water Group’s facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in §290.47(f) Appendix, 1, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.



The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence where it has been determined by a customer service inspection that there is no actual or potential contamination hazard, as referenced by §290.47(f) Appendix, 1, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, *then a backflow prevention assembly or device is NOT REQUIRED*. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

**(B) Annual Testing of Backflow Prevention Device**

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the Water Group determines that a backflow prevention assembly or device is required, the Water Group will provide the Customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The Customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The Customer should contact several qualified installers to compare prices before installation. The Customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the Water Group within 30 days after the anniversary date of the installation unless a different date is agreed upon.

**Section 2.08 – Meter Requirements, Readings, and Testing**

**(A) Meter Tests**

A meter is required for each connection to the Water Group water system. All water sold by the Water Group will be billed based on meter measurements. The Water Group will provide, install, own and maintain meters to measure amounts of water consumed by its Customers, at the sole expense and responsibility of the Water Group, except for the cost of the meter, which is shown on the rate schedule above.

Water Group will, upon the request of the Customer, and, if the Customer so desires, in his or her presence or in that of his or her authorized representative, make a test of the accuracy of the Customer's meter. The test may be made using a container of known volume. The Water Group may also, should it choose and at its own expense, test any meter it desires to ensure the accuracy of the meter.

A meter test will cost \$25.00, which shall be paid by the Customer. Following the completing of any requested test, the utility will promptly advise the Customer, in writing, of the results. If the meter is in error by more than 3%, the meter should be replaced at the expense of Water Group.



Meters will be read at monthly intervals.

**(1) *Water Quality Testing By VM Water Group***

The Water Group shall periodically test the water from the well, and VM Water Group will make the resulting report available to all Customers. A current copy of the quality of the water, as tested, is attached to these Water Group Rules & Regulations.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period.

**(2) *Water Quality Testing By Customer***

The Customer may test the water as frequently as the Customer desires, at his or her own expense.

**(B) Water Treatment**

The Water Group will **not** treat the water from the well. If the Customer desires any further treatment of the water, it is the sole responsibility of the Customer to provide such treatment at his or her own cost.

**Section 2.08 – Maintenance & Upkeep**

The Water Group will plan, furnish, and maintain production, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable domestic uses, at the Water Group's expense. Furthermore, the Water Group will maintain all easements for access to the water and the well at the Water Group's expense. The Water Group will provide 24-hour notice, if possible, before water is shut off for repairs.

**Section 2.09 – Customer Complaints & Disputes**

If a Customer or applicant for service files a complaint, the Water Group will promptly investigate the matter and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Water Group's response, Water Group will advise the complainant that the complainant has recourse through the Commission complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service. The Water Group will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

While Water Group is encouraged by the Commission to offer a deferred payment plan to a Customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments, Water Group is not required to agree to any such arrangement.

All practices and policies related to the extension of service to new applicants or to the restoration of service will be reasonable and nondiscriminatory.



## SECTION 3 – CUSTOMER’S LIABILITY AND RESPONSIBILITIES

### **Section 3.01 – Customer’s Liability**

Customer shall be liable for any damage or injury to property owned by Water Group shown to be caused by the Customer.

### **Section 3.02 – Customer’s Responsibilities & Prohibitions**

#### **(A) Responsibilities**

The meter will be installed within the utility easement. The Water Group reserves the right to determine the location within the utility easement.

#### ***(1) Customer Must Mark Preferred Location for a New Installation.***

If this is a new installation, the Customer is required to clearly mark the property lines with a stake and mark the side of the lot where they prefer the new meter be installed (meter will be installed along one of the side property lines within the street right-of-way). The Water Group reserves the right to determine the final location of the meter site.

#### ***(2) Customer Must Keep the Meter Box Clear***

It is the Customer’s responsibility to keep the meter box clear of landscaping, bees, and debris. If the meter reader cannot read the meter because of any of the above, the Water Group will bill the Customer an amount equal to the highest water usage over the past 12 months for that billing and the Customer will be notified to clear the meter before the next reading.

#### ***(3) Customer Must Inform the Water Group of Change in Ownership, Use, and Billing Information***

It is the responsibility of the Customer to notify the Water Group of any change of ownership, change of use, or change of billing address. For the Customer’s protection, in case of any emergency situation, please ensure that the Water Group has phone numbers on file to reach the Customer if the Customer is to be unavailable for any length of time.

#### ***(4) Customer’s Responsibilities on the Customer’s Side of the Meter Service***

- (a) Customer is responsible for installing and maintaining a water pressure regulator, as well as a cut-off valve to isolate the Property Owner’s system to be installed on the Property Owner’s system.
- (b) Customer is responsible for all plumbing on their side of the water meter.
- (c) Customer is responsible for all water usage for any leaks, including payment for all water usage from such leaks.

#### ***(5) Customer Shall Maintain Minimum Separation Distance of at least Nine (9) Feet in All directions from Any Potential Contamination Source***

The Customer shall maintain a minimum separation distance of at least nine (9) feet in all directions to any potential source of contamination, as determined by the Water Group at its sole discretion. The Water Group may terminate water service to any Customer, immediately, for any noncompliance with this provision, until which time the cross-connection(s) is eliminated.



**(6) Customer Shall Install & Maintain Service Line at Customer's Own Expense**

The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the meter and extend to the dwelling or point of use. Each Customer shall have a separate and distinct service connection to the Water Group's water supply system with a meter supplied by the Water Group at the Customer's expense. The Water Group shall have final authority in determining the location of a service line connection to the Water Group's water supply system.

**(B) Prohibitions****(1) Customer May Not Use the Water for Commercial Purposes**

A Customer who executes an Application for Residential Water Service/Customer Service Agreement is prohibited from using the water for any commercial purpose.

**(2) Customer May Not Drill Any Type of Water Well (Unless Well is an Exempt Well)**

The Customer has no right to drill any type of water well on the Property, as all the groundwater is owned by Command Decisions and sold to the Water Group for re-sale to the Customer; however, the Customer may drill one Exempt Well on his or her property. An *Exempt Well* is a well that meets the following criteria:

- (a) A well with a casing diameter of five inches nominal or less pumped only by a windmill; **or**
- (b) A well -
  - (i) Used solely for:
    - (1) Domestic use
    - (2) Providing water for livestock, wildlife, or poultry; and/or
    - (3) Ranching purposes; **and**
  - (ii) That is drilled, completed, or equipped so that it is incapable of producing more than 25,000 gallons of groundwater a day.

**(3) Customer May Not Operate the Water Group's Supply-Side Meter Shut-off**

Under no circumstance is the Customer to operate the Water Group's meter shut-off located on the supply-side of the water meter. Customer will only use the shut-off valve on their side of the meter.

**(4) Customer May Not Attach Any Ground Wire to Plumbing**

Customers are forbidden to attach any ground wire to any plumbing, which may, or may not be, connected to the Water Group's distribution system.

**(5) Customer May Not Cross-Connect Any Water Source to the Water Lines Served By the Water Group's Public Water Supply System**

The Customer agrees that no other past, present, or future source of water shall be connected to any water lines served by the Water Group's public water supply system and the Customer shall disconnect from any present water supply prior to connection to and switching to the Water Group's system and shall eliminate any present or future cross-connection in the Customer's system.

## SECTION 4 – WATER GROUP'S RESPONSIBILITIES

**Section 4.01 – Delivery of Water**



Water Group agrees to deliver water to the meter(s) servicing the Customer's premises.

#### **Section 4.02 – Meter Box**

Water Group, at Customer's expense, shall purchase and install a meter box with a lockable cutoff valve and a water meter in each service. The Water Group shall have exclusive rights to use of cutoff valve and water meter.

#### **Section 4.03 – Allocation of Water**

Water Group, at its sole discretion, shall determine the allocation of water to the Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made off his or her service line for the purpose of supplying water to another user. In the event total water supply shall be insufficient to meet all needs of the Customer, or in the event there is a shortage, the Water Group may prorate the water available among the various Customers on such basis as the Water Group deems equitable, a schedule of hours covering use of water for lawn and garden purposes or other outside water use by particular Customers, and require adherence thereto or prohibit the use of water for lawn and garden purposes or other outside use; provided that, if any time the total water supply shall be insufficient to meet all of the needs of the Customers. Further, Water Group is required to enforce any Drought Contingency Plan as established by the Middle Trinity Groundwater District and will do so when necessary.



**VM NEIGHBORS WATER GROUP  
APPLICATION FOR WATER SERVICE/  
CUSTOMER WATER SERVICE AGREEMENT also known as THE  
SERVICE AGREEMENT AND TARIFF**

**CUSTOMER NOTICE: THIS UTILITY SERVICE PROVIDER IS EXEMPT FROM  
MANY OF THE REQUIREMENTS FOR UTILITIES, BUT IT STILL MUST COMPLY  
WITH THESE SERVICE RULES. THE COMMISSION WILL NOT REVIEW RATE  
CHANGES UNLESS PROTESTED BY AT LEAST 50% OF THE CUSTOMERS  
WITHIN 90 DAYS AFTER THE EFFECTIVE DATE OF THE RATE CHANGE.**

Update only ☐

New Service ☐ Effective date of service \_\_\_\_\_

Account No: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Owner ☐ Tenant ☐

Service Address: \_\_\_\_\_ Lot # \_\_\_\_\_

Telephone (home): \_\_\_\_\_ Cell: \_\_\_\_\_

Employer: \_\_\_\_\_ Telephone (work): \_\_\_\_\_

Personal Identification: \_\_\_\_\_

(Driver's License # or Last 4 digits of Social Security #)

Emergency Contact/Local Caretaker: \_\_\_\_\_

**WITNESSETH**

THIS AGREEMENT, made and entered into between the VM NEIGHBORS WATER GROUP (the "Water Group") and, \_\_\_\_\_, hereinafter referred to as "Customer."

WHEREAS, the Customer desires to purchase water from the Water Group and to enter into a Customer Water Service Agreement with Water Group;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed upon by the parties as follows:

Customer must read, complete, and sign this "Application for Residential Water Service/Customer Water Service Agreement" and pay the associated fees for connection of service.

In lieu of providing a Certificate of Liability Insurance, the Customer hereby declares that the Customer will assume all responsibility for any damage done to the water meter or the water system as a result of the Customer's connection to the system.



I, the Customer, agree to pay Water Group monthly for water usage as computed by the rate schedule in force at the time of usage and all connection fees in force at the time of connection, at the discretion of the Water Group.

I, the Customer, further acknowledge and affirm the quality of the water supplied by Water Group as illustrated by the attached water quality report and that any additional water testing I desire will be at my own cost and expense. Further, I, the Customer, understand that the groundwater will not be treated by the Water Group.

I, the Customer, agree to comply with the VM NEIGHBORS WATER GROUP RULES AND REGULATIONS (the "Rules"). Any violation of the Rules, determined at the sole discretion of Water Group, is prohibited and may result in the immediate termination of water service under this agreement and removal of the water meter. Should water service reconnection be desired, a reinstallation fee shall be paid in accordance with the then-current adopted fee schedule.

Further, Water Group agrees to sell and deliver water to Customer and Customer agrees to purchase and receive water from Water Group in accordance with the Rules as stated in its Exempt Utility Tariff, as well as any other rules and requirements set out in this agreement.

All new Customers will be given a copy of this Service Agreement and the VM Neighbors Rules and Regulations, including the tariff.

**I HAVE READ, UNDERSTAND, AND HEREBY ACKNOWLEDGE AND AGREE TO THE AFOREMENTIONED CONDITIONS OF THIS RESIDENTIAL WATER SERVICE APPLICATION/CUSTOMER WATER SERVICE AGREEMENT WITH THE VM NEIGHBORS WATER GROUP, AS WELL AT THE VM NEIGHBORS RULES AND REGULATIONS**

Customer's Name: \_\_\_\_\_ (print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, year of 20\_\_\_\_.

USER'S BILLING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer is: ☐ Owner ☐ Renter

If Customer is a renter, is landlord guaranteeing payment of monthly service bill? ☐ Yes ☐ No

By: VM NEIGHBORS WATER GROUP

\_\_\_\_\_  
Authorized Representative



VM NEIGHBORS WATER GROUP  
WATER SERVICE RECEIPT

---

1. 5/8 or 3/4 in. Meter Installation and Tap	\$ _____
2. Meter Installation Only	\$ _____
3. Meter Box Adjustment	\$ _____
4. Premise Visit	\$ _____
5. Service Re-Connect	\$ _____
6. Meter Testing	\$ _____
7. Water System Extension Charge	\$ _____
8. Account Deposit	\$ _____
9. Penalty	\$ _____
10. Returned Check Charge	\$ _____
11. Customer Service Inspection	\$ _____
12. Other	\$ _____

PAYMENT IN THE AMOUNT OF \$ \_\_\_\_\_ FOR A RESIDENTIAL CONNECTION IS  
HEREBY ACKNOWLEDGED.

VM NEIGHBORS WATER GROUP  
BY: \_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_, 20 \_\_\_\_.



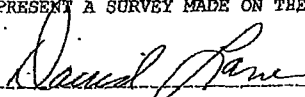
## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 1

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 3, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:  
COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;  
THENCE N 58° 58' 56" E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 365.37' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT  
THENCE N 58° 58' 56" E, CONTINUING ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, AT 1372.34' PASS A 4" PIPE POST IN THE WEST LINE OF COUNTY ROAD NO. 3355, CONTINUING IN ALL 1936.97' TO THE NE CORNER OF SAID 110.43 ACRE TRACT, FOR THE NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT, AT 84.44' PASS A 4" PIPE POST IN THE WEST LINE OF SAID COUNTY ROAD NO. 3355, CONTINUING IN ALL, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51" W, ACROSS A PASTURE, 335.03' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.16 ACRES IN COUNTY ROAD.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006



## DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 3

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56'' E, 644.85' TO AN IRON ROD SET, AND N 31° 46' 38'' W, 335.03' TO AN IRON ROD SET FOR THE SW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT; THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT;

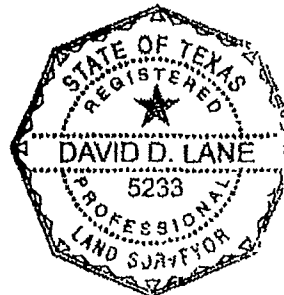
THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 4

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51" W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, N 58° 58' 56" E, 644.85' TO AN IRON ROD SET, FOR THE SW AND BEGINNING CORNER OF THE

HEREINAFTER DESCRIBED TRACT;

THENCE N 31° 46' 08" W, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR THE NW CORNER OF THIS TRACT

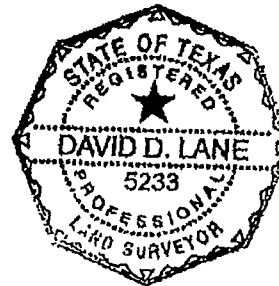
THENCE N 58° 58' 56" E, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 335.03' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1301.60' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 5

ALL THAT CERTAIN 17.99 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 1372.10' TO AN IRON ROD SET IN THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, FOR THE SE CORNER OF THIS TRACT;

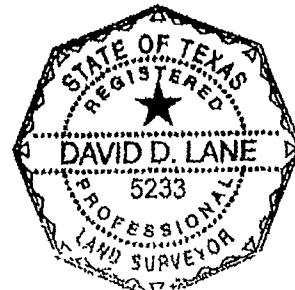
THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT AND THE NORTH LINE OF COUNTY ROAD NO. 3360, 445.81' TO AN IRON ROD SET, BEING THE SE CORNER OF A 14.73 ACRE TRACT DESCRIBED IN A DEED FROM BILLY R. MCPHERSON TO BRIAN MCPHERSON, DATED JULY 24, 2005 AND RECORDED IN VOLUME 604, PAGE 23 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR THE SW CORNER OF THIS TRACT;

THENCE ALONG THE EAST AND NORTH LINES OF SAID 14.73 ACRE TRACT AS FOLLOWS: N 35° 30' 19'' W, 315.48' TO AN IRON ROD SET, N 32° 58' 27'' W, 439.89' TO AN IRON ROD SET, N 21° 36' 26'' W, 336.47' TO AN IRON ROD SET, S 58° 58' 56'' W, 511.49' TO AN IRON ROD SET AND N 57° 14' 35'' W, 245.01' TO AN IRON ROD SET, BEING THE MOST NORTHERLY CORNER OF SAID 14.73 ACRE TRACT, BEING A CORNER OF SAID 110.43 ACRE TRACT, BEING THE NE CORNER OF A 24.77 ACRE TRACT DESCRIBED IN A DEED FROM BRIAN R. MCPHERSON TO BILLY R. MCPHERSON, DATED AUGUST 11, 2005 AND RECORDED IN VOLUME 604, PAGE 18 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS, FOR A CORNER OF THIS TRACT;

THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 67.95' TO THE POINT OF BEGINNING AND CONTAINING 17.99 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 6

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET FOR THE NW AND

BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

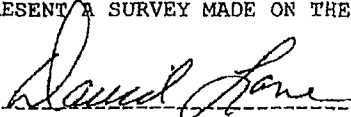
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

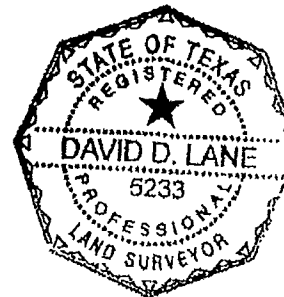
THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON RODS SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 7

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 477.23' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE

HEREINAFTER DESCRIBED TRACT;

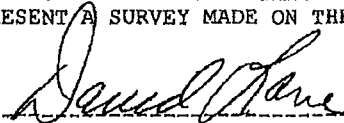
THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 477.23' TO AN IRON ROD SET, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.23' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.



REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE;  
TRACT 8

ALL THAT CERTAIN 10.01 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 1400.02' TO AN IRON ROD SET, AND N 58° 58' 56'' E, ACROSS A PASTURE, 1032.69' TO AN IRON ROD SET, AND S 31° 46' 08'' W, 954.46' TO AN IRON ROD SET FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS A PASTURE, 913.76' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, AT 439.19' PASS A 4" PIPE POST, CROSSING COUNTY ROAD NO. 3360, IN ALL 489.93' TO AN IRON ROD FOUND, BEING THE SE CORNER OF SAID 110.43 ACRE TRACT, FOR THE SE CORNER OF THIS TRACT;

THENCE S 58° 36' 30'' W, GENERALLY ALONG A FENCE ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, BEING ALONG THE SOUTH LINE OF COUNTY ROAD NO. 3360, 730.37' TO AN IRON ROD FOUND, BEING A CORNER OF SAID 110.43 ACRE TRACT, FOR THE MOST SOUTHERLY SW CORNER OF SAID 110.43 ACRE TRACT, BEING THE MOST SOUTHERLY SW CORNER OF THIS TRACT;

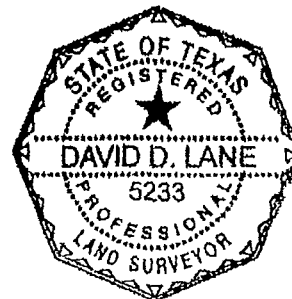
THENCE N 31° 19' 32'' W, CROSSING SAID COUNTY ROAD NO. 3360, 77.82' TO AN IRON ROD SET, FOR A CORNER OF SAID 110.43 ACRE TRACT, FOR A CORNER OF THIS TRACT;

THENCE S 58° 44' 41'' W, ALONG THE SOUTH LINE OF SAID 110.43 ACRE TRACT, 183.94' TO AN IRON ROD SET, FOR THE MOST WESTERLY SW CORNER OF THIS TRACT;

THENCE N 31° 46' 08'' W, ACROSS A PASTURE, 477.64' TO THE POINT OF BEGINNING AND CONTAINING 10.01 ACRES OF LAND INCLUDING 0.66 ACRES IN COUNTY ROAD, OF WHICH 8.72 ACRES ARE CALCULATED TO BE IN THE HIBBINS SURVEY AND 1.29 ACRES ARE CALCULATED TO BE IN THE CHASE SURVEY.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS;  
COUNTY OF BOSQUE;  
TRACT 9

ALL THAT CERTAIN 11.14 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT, FOR THE NW CORNER OF THIS TRACT;  
THENCE N 58° 58' 56" E, ALONG THE NORTH LINE OF SAID 110.43 ACRE TRACT, 635.37' TO AN IRON ROD SET, FOR THE MOST NORTHERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08" E, ACROSS A PASTURE, 335.03' TO AN IRON ROD SET, FOR AN INTERIOR CORNER OF THIS TRACT;  
THENCE N 58° 58' 56" E, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE MOST EASTERLY NE CORNER OF THIS TRACT;  
THENCE S 31° 46' 08" E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;  
THENCE S 58° 58' 56" W, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;  
THENCE N 31° 22' 51" W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.14 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006





# DAVID LANE SURVEYING

REGISTERED PROFESSIONAL LAND SURVEYOR  
P.O. BOX 101 254-796-4084 HICO, TEXAS 76457  
LEGAL DESCRIPTION

STATE OF TEXAS:  
COUNTY OF BOSQUE:  
TRACT 10

ALL THAT CERTAIN 11.22 ACRE TRACT, BEING PART OF A 110.43 ACRE TRACT DESCRIBED AS BEING PART OF THE JOHN HIBBINS SURVEY ABSTRACT NO. 336 AND PART OF THE L. W. CHASE SURVEY ABSTRACT NO. 1090 IN BOSQUE COUNTY, TEXAS IN A DEED FROM BILLY R. MCPHERSON TO ROLLING VISTAS, LTD., DATED AUGUST 5, 2005 AND RECORDED IN VOLUME 604, PAGE 39 OF THE DEED RECORDS OF BOSQUE COUNTY, TEXAS AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NW CORNER OF SAID 110.43 ACRE TRACT;

THENCE S 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO AN IRON ROD SET, FOR THE NW AND BEGINNING CORNER OF THE HEREINAFTER DESCRIBED TRACT;

THENCE N 58° 58' 56'' E, ACROSS SAID 110.43 ACRE TRACT, 1941.71' TO AN IRON ROD SET IN THE EAST LINE OF SAID 110.43 ACRE TRACT, BEING IN THE WEST LINE OF COUNTY ROAD NO. 3355, FOR THE NE CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ALONG THE EAST LINE OF SAID 110.43 ACRE TRACT AND THE WEST LINE OF COUNTY ROAD NO. 3355, 30.00' TO AN IRON ROD SET, FOR THE MOST EASTERLY SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS A PASTURE, 1301.60' TO AN IRON ROD SET, FOR A CORNER OF THIS TRACT;

THENCE S 31° 46' 08'' E, ACROSS A PASTURE, 670.06' TO AN IRON ROD SET, FOR THE MOST SOUTHERLY SE CORNER OF THIS TRACT;

THENCE S 58° 58' 56'' W, ACROSS SAID 110.43 ACRE TRACT, 644.85' TO AN IRON ROD SET IN THE WEST LINE OF SAID 110.43 ACRE TRACT, FOR THE SW CORNER OF THIS TRACT;

THENCE N 31° 22' 51'' W, GENERALLY ALONG A FENCE ALONG THE WEST LINE OF SAID 110.43 ACRE TRACT, 700.01' TO THE POINT OF BEGINNING AND CONTAINING 11.22 ACRES OF LAND.

I, DAVID LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS DO HEREBY AFFIRM THAT THESE FIELD NOTES AND ACCOMPANYING PLAT REPRESENT A SURVEY MADE ON THE GROUND.

*David Lane*

REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 5233  
DATED THIS THE 20TH DAY OF JUNE, 2006

