

Buddy Garcia, *Chairman*  
Larry R. Soward, *Commissioner*  
Bryan W. Shaw, Ph.D., *Commissioner*  
Glenn Shankle, *Executive Director*



TEXAS  
COMMISSION  
ON ENVIRONMENTAL  
QUALITY

2007 DEC 27 PM 4:15

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CHIEF CLERKS OFFICE  
*Protecting Texas by Reducing and Preventing Pollution*

December 27, 2007

Ms. LaDonna Castañuela, Chief Clerk  
Office of the Chief Clerk  
Texas Commission on Environmental Quality  
P.O. Box 13087, MC-105  
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2007-0985-UCR; Consideration of a request for a Commission order approving a contract designating service areas between MSEC Enterprises, Inc. (MSEC) and Dobbin Plantersville Water Supply Corporation (WSC)

Dear Ms. Castañuela:

Enclosed for filing with the Texas Commission on Environmental Quality (Commission) is the original plus eleven copies of the following backup materials for the January 16, 2007 agenda item on the above referenced matter:

1. Agenda Executive Summary;
2. Caption;
3. Staff memo detailing financial, managerial, and technical capabilities of MSEC to provide continuous and adequate service in the affected area;
4. Request for Commission order approving a Texas Water Code section 13.248 agreement filed by MSEC on May 9, 2007;
5. Texas Water Code section 13.248 agreement between MSEC and WSC executed on March 27, 2007;
6. Notice mailed to the parties and the affected customers;
7. Certificates of Convenience and Necessity (CCN) Nos. 12887 and 11052;
8. Proposed map of the service area subject to the section 13.248 agreement; and
9. Proposed Order.

Please do not hesitate to contact me at 239-4761 if you have any questions regarding this material. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Kayla Murray". The signature is written in a cursive, flowing style.

Kayla Murray  
Staff Attorney  
Environmental Law Division

Enclosure

cc: Mailing List

**Texas Commission on Environmental Quality**  
INTEROFFICE MEMORANDUM

**TO:** Texas Commission on Environmental Quality      **DATE:** December 27, 2007  
**THRU:** LaDonna Castañuela, Chief Clerk  
**FROM:** Kayla Murray, Environmental Law Division  
**SUBJECT:** **TCEQ Docket No. 2007-0985-UCR.** Consideration of a request for a Commission order approving a contract designating service areas between MSEC Enterprises, Inc. and Dobbin Plantersville Water Supply Corporation.

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**DESCRIPTION OF APPLICATION**

Applicant: MSEC Enterprises, Inc.  
Regulated Activity: Retail water utility service  
Type of Application: Request for a Commission Order approving a contract  
Commission Action: Hearing regarding approval of the contract  
Authority: Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117

**FACTUAL BACKGROUND**

Dobbin Plantersville Water Supply Corporation, water certificate of convenience and necessity ("CCN") No. 11052, and MSEC Enterprises, Inc., CCN No. 12887, provide retail water service in Grimes and Montgomery Counties, Texas. With the exception of two small unoccupied tracts, the property in question is owned by a single landowner, Crown Ranch Development, Ltd, who wishes for MSEC Enterprises, Inc. to provide retail water utility services to the area that is currently served by Dobbin Plantersville Water Supply Corporation. The owners of the two smaller tracts have been made aware of the proposed transfer of the CCN and have verified that they have no objection. On March 27, 2007, Dobbin Plantersville Water Supply Corporation and MSEC Enterprises, Inc. entered into an agreement regarding their respective water service areas pursuant to §13.248 of the Texas Water Code. Under the agreement, Dobbin Plantersville Water Supply Corporation will transfer a portion of its CCN area to MSEC Enterprises, Inc. for an agreed upon consideration.

## LEGAL AUTHORITY

The Texas Water Code prohibits a utility, a utility operated by an affected county, or a water supply corporation from rendering retail water or sewer utility service directly or indirectly to the public without first obtaining a CCN.<sup>1</sup> Conversely, a municipality is not required to obtain a CCN to provide retail water service.<sup>2</sup> However, a municipality may not provide service to areas that are outside of its corporate boundaries but within the CCN of another retail public utility without first obtaining written consent from that retail public utility.<sup>3</sup>

The Texas Water Code and TCEQ rules allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs.<sup>4</sup> A transfer of a water or sewer system that also includes the transfer of customers and/or facilities may, in some cases, also require separate Commission approval for the transfer of customers and/or facilities.<sup>5</sup>

The request to approve a 13.248 agreement is not subject to the notice provisions of section 291.106, Title 30 of the Texas Administrative Code, which apply to applications for new and amended CCNs. The Commission may approve the service area agreement pursuant to section 13.248 of the Texas Water Code with the appropriate notice under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an Agenda date.

The area that is the subject of this agreement is being developed by Affiliated Crown Developments, Ltd. Although lots have been conveyed to builders, water service is provided without charge by the developer, who purchases the water from Dobbin Plantersville WSC. Purchasers of lots have been provided written notice of MSEC's rates, and that these rates will be charged for water use upon approval by the TCEQ. Staff has reviewed this matter closely and is satisfied that there are no notice issues.

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<sup>1</sup> TEX. WATER CODE ANN. § 13.242(a) (Vernon Supp. 2006).

<sup>2</sup> A municipality is a "retail public utility" under section 13.002(19) of the Texas Water Code but is not a "utility" under section 13.002(23). Therefore, the section 13.242(a) requirement that a "utility" must obtain a CCN before providing retail water utility service does not apply to a municipality.

<sup>3</sup> *Id.* § 13.242(b).

<sup>4</sup> TEX. WATER CODE ANN. § 13.248 (Vernon 2000); 30 TEX. ADMIN. CODE § 291.117 (West 2005) (Tex. Comm'n on Env'tl. Quality, Contracts Valid and Enforceable). Section 13.248 states "[c]ontracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity."

<sup>5</sup> TEX. WATER CODE § 13.301. The section requires that some applicants also demonstrate "adequate financial, managerial, and technical capability for providing continuous and adequate service to the service area being acquired and to any areas currently certificated to the person" for the separate transaction relating to the transfer of facilities and/or customers.

### BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the staff's recommendation:

1. Request for a Commission order approving the 13.248 agreement filed by MSEC Enterprises, Inc. on May 9, 2007 (application no. 35686-C);
2. Agreement between MSEC Enterprises, Inc. and Dobbin Plantersville Water Supply Corporation, executed on March 27, 2007;
3. Map of the service area subject to the 13.248 agreement submitted by MSEC Enterprises, Inc.; and
4. Financial, Managerial, and Technical analysis of MSEC Enterprises, Inc. to operate in the affected area.

### STAFF RECOMMENDATION

Based on the facts stated in the application and the supporting documentation submitted by the MSEC Enterprises, Inc., Staff supports the request for a Commission order approving a contract designating service areas between MSEC Enterprises, Inc. and Dobbin Plantersville Water Supply Corporation. Staff has confirmed that both parties are retail public utilities with active water CCNs and that the area the parties are seeking to transfer is either dually certificated to both parties or abuts the CCN of the entity receiving the CCN. Further, staff is satisfied that MSEC Enterprises, Inc. possesses the adequate financial, managerial, and technical capability to provide continuous and adequate service to the area being transferred.

### STAFF CONTACTS

Kayla Murray, Environmental Law Division (239-4761)  
Lisa Fuentes, Water Supply Division (239-6117)

**CAPTION**  
**MSEC Enterprises, Inc.**  
**Application No. 35686-C**

**TCEQ Docket No. 2007-0985-UCR.** Consideration of a request for a Commission Order approving a contract designating service areas between MSEC Enterprises, Inc., water certificate of convenience and necessity (CCN) No. 12887, and Dobbin Plantersville Water Supply Corporation (WSC), water CCN No. 11052, in Grimes and Montgomery Counties, Texas pursuant to section 13.248 of the Texas Water Code. The property in question is owned by one landowner. Currently, Dobbin Plantersville WSC holds a CCN for a large portion of the area. Under the contract, Dobbin Plantersville WSC will transfer a portion of its CCN area to MSEC Enterprises, Inc. for an agreed upon consideration. No facilities are proposed to be transferred. (Kayla Murray, Lisa Fuentes)

# Texas Commission on Environmental Quality

INTEROFFICE MEMORANDUM

**To:** Environmental Law Division **Date:** August 23, 2007  
**Thru:** Lisa Fuentes/Tammy Benter  
**From:** Dan Smith   
**Subject:** Contract Service Agreement Pursuant to Texas Water Code Section 13.248, from MSEC Enterprises, Inc. (MSEC), Certificate of Convenience and Necessity (CCN) No. 12887, to Transfer a Portion of CCN No. 11052 from Dobbin Plantersville Water Supply Corporation (WSC) in Grimes and Montgomery Counties; Application No. 35686-C

Plans and Specifications Review Log Number: 200704-157

CN: 600729891 RN: 101379360

In my opinion, MSEC has demonstrated adequate financial, managerial and technical capability to provide service to the area contracted for transfer.

Signed:  Date: August 23, 2007

I have reviewed the information provided for MSEC in an application to transfer CCN area of approximately 3,104 acres from Dobbin Plantersville WSC. The information includes a June 30, 2007 financial statement which shows total assets of \$8.7 mil., of which \$54,472 is cash or equivalents. It also shows a large receivable from parent company, the former Mid-South Electric Cooperative, for which we have determined strong financial position in the past. The total of a term note payable to Mid-South Electric Cooperative, and the organization's equity, is \$2.5 mil. There is no other term debt.

The profit and loss statement shows net income for the six months ended 6/30/07, of \$18,078, after covering depreciation of \$153,725 and interest of \$109,827.

This information provides support for a determination of adequate financial capability to provide service to the requested area of 1,040 acres.

# FULTZ & FULTZ

A Professional Limited Liability Company

Attorneys at Law

P. O. Box 868

Navasota, Texas 77868

(936) 825-7833

(936) 825-2354 Fax

John M. Fultz  
john@fultzlaw.com

Jon C. Fultz  
jonc@fultzlaw.com

May 2, 2007

Texas Commission on Environmental Quality  
Utilities & Districts Section, MC 153  
P. O. Box 13088  
Austin, TX 78711-3088

RE: Section 13.248, Texas Water Code, Agreement Designating Areas to be Served and Customers to be Served;

Transferor: Dobbin-Plantersville WSC, CCN #11052

Transferee: MSEC Enterprises, Inc., CCN #12887

ATTENTION: TAMMY BENTER

Dear Ms. Benter:

Please be advised that I represent MSEC Enterprises, Inc. ("MSEC"), an independently owned utility and holder of the above referenced CCN. MSEC has entered into an Agreement Designating Areas to be Served and Customers to be Served (the "Agreement") dated March 27, 2007, with Dobbin-Plantersville Water Supply Corporation ("Dobbin") whereby Dobbin has agreed to designate a portion of its CCN area to MSEC for an agreed upon consideration.

The Agreement has been entered into between the parties under Section 13.248 of the Texas Water Code, and is subject to TCEQ approval. This letter represents the parties' written request/application for approval of the Agreement and amendment of our respective CCN's.

I am enclosing the following:

1. Four copies of the signed Agreement Designating Areas to be Served and Customers to be Served.
2. Four copies of a small scale map, entitled Location Map, showing the location of that portion of the Dobbin CCN Area designated as MSEC CCN Area by the Agreement.
3. Four copies of a large scale map entitled Area Map, describing the Dobbin CCN Area designated as part of the MSEC CCN Area by the Agreement.

RECEIVED

MAY 17 2007

WATER RIGHTS PERMITTING

Ms. Tammy Benter  
TCEQ  
May 2, 2007  
Page 2 of 2

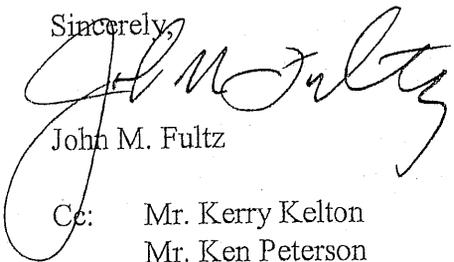
(Please note that both maps contain a reference to "decertification"; however, the parties have settled their differences and that name or label is erroneous, left over by the Engineer from the initial drafting).

4. Metes and Bounds description of Parcel A designated as part of the MSEC CCN Area.
5. Metes and Bounds description of Parcel B designated as part of the MSEC CCN Area.
6. CAD descriptions on CD.
7. My client's check in the amount of \$100.00 representing the transfer fee.

Please acknowledge receipt of this request as an application to designate by agreement under Section 13.248 the CCN areas described as Parcel A and Parcel B and as shown on the maps attached to the Agreement as being designated as part of the MSEC CCN #12887. Please if the material submitted is acceptable and the date of TCEQ approval of this designation.

Please advise should there be anything further required to finalize this 13.248 designation.

Sincerely,



John M. Fultz

Cc: Mr. Kerry Kelton  
Mr. Ken Peterson  
Mr. David Cromwell

AGREEMENT DESIGNATING AREAS  
AND CUSTOMERS  
TO RECEIVE RETAIL WATER UTILITY SERVICE

This AGREEMENT DESIGNATING AREAS AND CUSTOMERS TO RECEIVE RETAIL WATER UTILITY SERVICE (the "Agreement") is by and between Dobbin-Plantersville Water Supply Corporation ("WSC") and MSEC Enterprises, Inc. ("MSEC") (hereinafter, WSC and MSEC to be collectively referred to as Parties):

WHEREAS, WSC is a nonprofit water supply corporation as defined by Section 13.002(24), WATER CODE, organized and operating under the provisions of the Texas Non-Profit Corporations Act, Article 1396 - 1.01, et seq., TEX. REV. CIV. STAT. and Chapter 67, WATER CODE, and is a retail public utility providing retail water utility service as defined by Section 13.002, WATER CODE, under the authority of, and within the area described under Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity ("CCN") No. 11052 in Grimes and Montgomery Counties, Texas; and

WHEREAS, MSEC is a Texas corporation and is a retail public utility providing retail water utility service as defined by Section 13.002, WATER CODE under the authority of, and within the area described under TCEQ CCN No. 12887 in Montgomery County, Texas; and

WHEREAS, Crown Ranch Development, Ltd., a Texas limited partnership ("CROWN"), is a developer of certain real property situated in Grimes and Montgomery Counties, Texas, generally known as two tracts of land, Tract One containing 1932.260 acres of land, more or less, located in the following surveys: Wm. Montgomery, A-43, A. M. Devereaux, A-182, Charles Weaver, A-462, Alexander Robblis, A-400, all in Grimes County, Texas, and the Charles Weaver, A-624, Alexander Robblis, A-464, Joseph G. Ferguson, A-21, all in Montgomery, County, Texas, and Tract Two containing 1936.077 acres of and, more or less, located adjacent to Tract One, both of which tracts are described on Exhibit "A" attached hereto

(collectively referred to herein as the "Property"); and

WHEREAS, a large portion of the Property is currently located within the certificated service area of WSC; and

WHEREAS, CROWN has previously filed an application with TCEQ to decertify a portion of WSC's CCN in order to remove Tract One of the Property from WSC's CCN; and

WHEREAS, the application filed by CROWN was not accepted by TCEQ in the form presented, and subsequently CROWN and WSC entered into negotiations to resolve their differences relative thereto; and

WHEREAS, CROWN has requested that MSEC be the alternate retail public utility for retail water utility service to the Property; and

WHEREAS, CROWN and WSC have resolved their disputes regarding service to the Property whereby WSC will release from its CCN service area the Property located within its CCN and will agree that MSEC will be designated as the retail public utility provider for customers within the area encompassed by the Property; and

WHEREAS, CROWN has satisfied its obligations to WSC to WSC's satisfaction such that WSC has been compensated for invested costs that otherwise would be left unused and stranded and WSC's customers will not be adversely affected by the release of the Property to MSEC; and

WHEREAS, Section 13.248, WATER CODE, and 30 Texas Administrative Code (TAC) Section 291.117, provide that contracts between retail public utilities such as WSC and MSEC may designate areas to be served and customers to be served and that such designations will be valid and enforceable and will be incorporated into their respective CCN's when approved by the TCEQ; and

WHEREAS, WSC and MSEC agree that this Agreement is a contract designating areas and customers to be served by WSC and MSEC respectively;

NOW, THEREFORE, in consideration of the settlement of all issues between CROWN and WSC as to retail water utility service to the Property, and the mutual promises and agreements between WSC and MSEC herein contained, including the recitals set forth hereinabove, the Parties agree as follows:

(1) The Parties request that TCEQ amend the Parties' respective CCN's as set forth in Exhibit 1 to this Agreement, which is incorporated herein by reference for all purposes to and as a part of this Agreement.

(2) This Agreement shall be submitted to the TCEQ pursuant to Section 13.248, WATER CODE, and 30 TAC Section 291.117 of the TCEQ's rules following execution by both Parties and shall be considered binding and effective as of the date on which the TCEQ approves the Agreement and incorporates into the Parties' respective CCNs the designation of areas and customers to be served as depicted in Exhibit 1.

(3) This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally, or in the absence of approval by the TCEQ as provided at Section 13.248, WATER CODE, and 30 TAC Section 291.117.

(4) This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality. The Parties agree and acknowledge that this Agreement is concerned with areas and customers to be served and is an agreement under Section 13.248, WATER CODE, and that therefore any enforcement of the Agreement is within the exclusive and original jurisdiction of the TCEQ

(5) By their signatures below, the individuals signing represent and warrant that they have full authority to bind and otherwise compromise the interests of the Party they represent.

(6) If any provision contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(7) This Agreement may not be assigned in whole or in part without the express written consent of the non-assigning Party except that the Parties agree that this Agreement is assignable to the United States Department of Agriculture, Rural Utilities Service.

(8) Either Party to this Agreement who is the prevailing party in any legal proceeding against the other party, brought in relation to this Agreement, shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing Party.

(9) The Parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

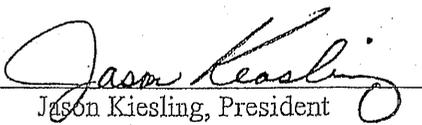
(10) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of the last signature.

WSC:

Dobbin-Plantersville Water Supply Corp.

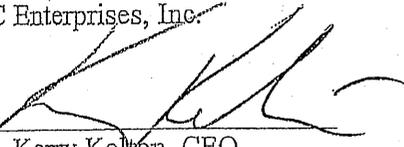
By:

  
Jason Kiesling, President  
Board of Directors

MSEC:

MSEC Enterprises, Inc.

By:

  
Kerry Kelton, CEO

Date: March 27, 2007

Date: March 29, 2007

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FAX 03/28/2007

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Vol. 0857 p. 347

594-10-2230  
METER AND BOUNDS DESCRIPTION  
PARCEL N-7395-G

BOOK  
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CORNER  
PK

Description of a 1,995.300 acre part of land out of the tracts described in Special Warranty Deed to Magnolia Timber Partners, L.P., recorded under Volume 553, Page 001 of the Deed Records of Warrick County, Texas, Volume 649, Page 205 of the Deed Records of Orange County, Texas, and Montgomery County Clerk's File Number 968099; and located in the Joseph G. Ferguson Survey, Abstract 221, Montgomery County, Robert Elgin Survey, Abstract 199, Montgomery County, Charles Warren Survey, Abstract 614, Montgomery County, and Abstract 402, Gilman County, and the Alexander Rabbits Survey, Abstract 464, Montgomery County and Abstract 400, Gilman County, and also located in Montgomery County and Gilman County, Texas and more particularly described as follows:

COMMENCING at a PK nail set in PM 1486 (100 feet wide right-of-way per TxDOT drawings R-1116-3-1 dated February 11, 1986), and for the northwest corner of the Joseph M. Robinson Survey, Abstract 450 and a north corner of the Thomas C. Hathaway Survey, Abstract 51 and in the south line of the Noah Griffith Survey, Abstract 161

THENCE South 02 Degrees 46 Minutes 06 Seconds East, with PM 1486 and the west line of said Magnolia Timber Partners, L.P. tract, a distance of 1201.70 feet to a PK nail set at a northern corner of said Magnolia Timber Partners, L.P. tract;

THENCE South 02 Degrees 39 Minutes 19 Seconds East, with PM 1486, the west line of the Joseph M. Robinson Survey, Abstract 450 and the east line of the Joseph G. Ferguson Survey, Abstract 221, a distance of 4023.56 feet to a PK nail set for the POINT OF BEGINNING of the herein described tract;

THENCE South 02 Degrees 35 Minutes 19 Seconds East, with PM 1486, the east line of the Joseph G. Ferguson Survey, the west line of the Joseph M. Robinson Survey, the west line of the Lorenz Jones Survey, Abstract 294, and the west line of the Henry J. Swainburn Survey, Abstract 218, a distance of 216.37 feet to a PK nail set for corner;

THENCE South 87 Degrees 31 Minutes 54 Seconds West, according to PM 1486, the east line of the Joseph G. Ferguson Survey, the west line of the Joseph M. Robinson Survey, the west line of the Lorenz Jones Survey, and the west line of the Henry J. Swainburn Survey, a distance of 17796.61 feet to a 5/8 inch iron rod with cap set in the west line of the Magnolia Timber Partners, L.P. tract and the east line of the called 160 acre tract described in deed to Michael Cortic recorded under Volume 567, Page 559 of the Deed Records of Orange County;

THENCE North 03 Degrees 32 Minutes 02 Seconds West, with the west line of the Magnolia Timber Partners L.P. tract, the east line of the Michael Cortic tract, and the east line of the called

NOTICE TO THE PUBLIC  
THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, TEXAS, UNDER THE FOLLOWING INDEXING INFORMATION:  
BOOK PAGE CORNER PK  
594-10-2230

Page of 1

EXHIBIT  
PAGE 1 of 6

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

Exhibit "A"

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594-10-2231

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49.950 acre tract described in deed to William Spangler recorded under Volume 324, Page 60 of the Deed Records of Grimes County, a distance of 2372.00 feet to a concrete monument found for a corner of the Magnolia Timber Parcels, L.P., north and the northwest corner of the William Spangler tract, from which a 1 1/2 inch iron pipe found for corner West a distance of 0.93 feet

TRIENCE South 86 Degrees 27 Minutes 51 Seconds West, with the north line of the Magnolia Timber Parcels tract and the north line of the William Spangler tract, the north line of the E. P. Frasier tract recorded under Volume 322, Page 105 of the Deed Records of Grimes County, a distance of 2219.06 feet to a concrete monument found for corner from which a 1 1/2 inch iron pipe found South 60 Degrees 31 Minutes 33 Seconds West a distance of 0.95 feet

TRIENCE North 3 Degrees 32 Minutes 23 Seconds West, with the west line of the Magnolia Timber Parcels tract and the east line of the E. P. Frasier tract, a distance of 1250.74 feet to a 3/4 inch iron pipe found for corner

TRIENCE South 86 Degrees 25 Minutes 06 Seconds West, with the north line of the Magnolia Timber Parcels tract and the north line of the E. P. Frasier tract, a distance of 733.89 feet to a 3/8 inch iron pipe with cap marked "Carter & Burgess" set for corner

TRIENCE South 3 Degrees 42 Minutes 11 Seconds East, with the east line of the Magnolia Timber Parcels tract and the east line of the E. P. Frasier tract, a distance of 2879.48 feet to a 1/2 inch iron pipe found for corner

TRIENCE South 86 Degrees 10 Minutes 34 Seconds West, with the north line of the Magnolia Timber Parcels tract and the north line of the called 49.0 acre tract described in deed to South Texas Wood Products, Inc., a distance of 1331.60 feet to a point in the corner of a creek

TRIENCE with the center of a creek the following table

- North 4 Degrees 01 Minutes 22 Seconds West, a distance of 43.26 feet
- North 1 Degree 25 Minutes 14 Seconds West, a distance of 294.63 feet
- North 5 Degrees 22 Minutes 16 Seconds West, a distance of 253.36 feet
- North 16 Degrees 31 Minutes 16 Seconds West, a distance of 76.19 feet
- North 22 Degrees 46 Minutes 24 Seconds West, a distance of 212.60 feet
- North 23 Degrees 35 Minutes 48 Seconds West, a distance of 114.58 feet
- North 34 Degrees 17 Minutes 42 Seconds West, a distance of 82.07 feet

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EXHIBIT PAGE A-1 2566

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

RECORDED'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

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Doc 10212273 RP

Vol 1205

Page 624

03/07/2007 12:02

10-2232

- North 22 Degrees 33 Minutes 00 Seconds West, a distance of 334.57 feet.
- North 3 Degrees 41 Minutes 09 Seconds West, a distance of 60.79 feet.
- North 38 Degrees 40 Minutes 40 Seconds West, a distance of 98.49 feet.
- North 66 Degrees 35 Minutes 25 Seconds West, a distance of 151.67 feet.
- North 87 Degrees 34 Minutes 13 Seconds West, a distance of 58.50 feet.
- North 87 Degrees 53 Minutes 52 Seconds West, a distance of 28.52 feet.
- North 78 Degrees 35 Minutes 33 Seconds West, a distance of 42.79 feet.
- North 64 Degrees 27 Minutes 11 Seconds West, a distance of 169.15 feet.
- North 58 Degrees 19 Minutes 33 Seconds West, a distance of 108.07 feet.
- North 51 Degrees 08 Minutes 23 Seconds West, a distance of 154.36 feet.
- North 50 Degrees 12 Minutes 00 Seconds West, a distance of 47.73 feet.
- North 41 Degrees 02 Minutes 59 Seconds West, a distance of 48.93 feet.
- North 26 Degrees 32 Minutes 51 Seconds West, a distance of 76.52 feet.

THENCE North 18 Degrees 35 Minutes 38 Seconds West, with the center of the creek, a distance of 110.62 feet to a point for the north-south corner of the called 68.50 acre tract described in deed to Fernando & Flores referred under Volume 625, Page 691 of the Deed Records of Cochise County;

THENCE South 87 Degrees 49 Minutes 41 Seconds West, with the south line of the Magdalena Timber Partners tract, the north line of the Fernando Flores tract, the north line of the Partners Tracts tract recorded under Volume 620, Page 830 and the north line of the Don Burn tract recorded under Volume 523, Page 462 all of the Deed Records of Cochise County, a distance of 1664.58 feet to a 5/8 inch iron rod with cap marked "Carter & Burgett" set in the east right-of-way of F.R. 1774 (100 feet wide occupied);

THENCE North 7 Degrees 17 Minutes 02 Seconds West, with the east right-of-way of F.R. 1774, a distance of 1124.76 feet to a 1/2 inch iron rod found for corner;

THENCE North 86 Degrees 42 Minutes 06 Seconds East, with the north line of the Magdalena Timber Partners tract and the south line of the called 100.36 acre tract described in deed to Gary

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

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EXHIBIT PAGE 3 of 6

RECORDERS MEMORANDUM  
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

03/07/2007 12:02 9365329524

ANGELINA TITLE L

PAGE 08/32

DOE 03/21/2007 11:44

1:00 PM

4:44

524-10-2233  
 0857  
 050  
 085-10-1021

Authority recorded under Volume 924, Page 725 of the Deed Records of Grimes County, as a  
 distance of 1493.00 feet passing a 1/2 inch iron rod, a total distance of 1572.74 feet to a pole in  
 the center of a creek;

THENCE with the center of a creek the following calls:

North 1 Degree 28 Minutes 20 Seconds East, a distance of 598.80 feet;

North 6 Degrees 00 Minutes 57 Seconds West, a distance of 230.76 feet;

North 9 Degrees 54 Minutes 35 Seconds West, a distance of 347.55 feet;

North 29 Degrees 37 Minutes 32 Seconds West, a distance of 268.49;

North 41 Degrees 51 Minutes 24 Seconds West, a distance of 135.57;

THENCE North 36 Degrees 31 Minutes 04 Seconds West, with the center of the creek, a  
 distance of 215.63 to a point for corner;

THENCE North 66 Degrees 33 Minutes 38 Seconds East, with the north line of the Magnolia  
 Timber Tract and the north line of the called 130 acre tract described in deed to Cook  
 Forestry Products, LLC, a distance of 973.503 feet to a 5/8 inch iron rod with cap marked "Carter  
 & Burdy" set for corner;

THENCE South 02 Degrees 38 Minutes 27 Seconds East, with the east line of P. G. Moffitt  
 Survey, Abstract 330, Grimes County, and the west line of the Alexander Rabbitt Survey,  
 Abstract 400, Grimes County, a distance of 605.20 feet to a 5/8 inch iron rod with cap set for  
 corner;

THENCE North 87 Degrees 31 Minutes 54 Seconds East, departing the P. G. Moffitt Survey east  
 line and the Alexander Rabbitt Survey west line, a distance of 1507.39 feet to the POINT OF  
 BEGINNING and containing 1,596,300 acres of land, save and except 59.218 acres (Tract 0-1)  
 that is within the tract described in deed to Nina Schumacher recorded under Volume 897, Page  
 443 of Grimes County Deed Records involving a net area of 1,936.082 acres.

SAVE & EXCEPT  
 TRACT 0-1

Description of a 59.218 acre tract of land, being that called 60.0 acre tract described in deed to  
 Nina Schumacher recorded under Volume 897, Page 443 of the Deed Records of Grimes County,  
 Texas, and located in the P. G. Moffitt Survey, Abstract 330, Grimes County, Texas and more  
 particularly described as follows:

RECORDERS MEMORANDUM  
 ALL THE INSTRUMENTS RECORDED HEREIN WERE  
 FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC  
 REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR  
 PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS,  
 ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE  
 INSTRUMENT WAS FILED AND RECORDED.

PAGE 08

EXHIBIT A-1  
 PAGE 4 of 6

RECORDERS MEMORANDUM  
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS  
 FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC  
 REPRODUCTION BECAUSE OF ILLIGIBILITY, CARBON, OR  
 PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS,  
 ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE  
 INSTRUMENT WAS FILED AND RECORDED.

12075 RPK

NOV 10 2007

REC'D

10/17/2007 11:17 AM

594-10-2234

1091 PAGE 600

BEEGINING at a 1 inch iron rod found for the southwest corner of the said Nina Schumacher called 60.0 acre tract and also being an interior corner of this tract described in Special Warranty Deed in Magnolia Timber Partners, L.P. recorded under Volume 553, Page 001 of the Deed Records of Walker County, Texas, Volume 849, Page 205 of the Deed Records of Grimes County, Texas, and Montgomery County Clerk's File Number 968008, also being in the south line of said P. G. Moffitt Survey and in the north line of the H. M. Bulllock Survey, Abstract 96 (Grimes County)

THENCE North 02 Degrees 03 Minutes 34 Seconds West, with the west line of said Nina Schumacher called 60.0 acre tract and the east line of said Magnolia Timber Partners, L.P. tract, a distance of 1868.58 feet to a 1 inch iron pipe found for the northwest corner of said Nina Schumacher tract and an interior corner of said Magnolia Timber Partners tract;

THENCE North 87 Degrees 15 Minutes 10 Seconds East, with the north line of said Nina Schumacher tract and the south line of said Magnolia Timber Partners tract, a distance of 1430.33 feet to a concrete post found for the northeast corner of said Nina Schumacher tract and also being an interior corner of said Magnolia Timber Partners tract;

THENCE South 02 Degrees 35 Minutes 46 Seconds East, with the east line of said Nina Schumacher tract and the west line of said Magnolia Timber Partners tract, a distance of 490.00 feet to a 3/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE South 87 Degrees 24 Minutes 14 Seconds West, with the south line of said Nina Schumacher tract and the north line of said Magnolia Timber Partners tract, a distance of 94.00 feet to a 3/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE South 02 Degrees 35 Minutes 48 Seconds East, with the east line of said Nina Schumacher tract and the west line of said Magnolia Timber Partners tract, a distance of 1331.64 feet to a 1/4 inch iron pipe found for the southeast corner of said Nina Schumacher tract, from which a 1 inch iron pipe bears North 87 Degrees 35 Minutes 59 Seconds East a distance of 72.07 feet;

THENCE South 87 Degrees 22 Minutes 19 Seconds West, with the south line of said Nina Schumacher tract and the north line of said Magnolia Timber Partners tract, also with the north line of said H. M. Bulllock Survey and the south line of said P. G. Moffitt Survey, a distance of 1358.70 feet to the POINT OF BEGINNING and containing 39.218 acres of land.

NOT RECORDED  
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC.. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

PAGE 11

EXHIBIT A-1  
PAGE 5 of 6

RECORDER'S MEMORANDUM  
 AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC.. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

Doc  
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RF

Vol  
1206

Page  
127

REC'D  
FILED  
MAR 10 2007  
COURT CLERK  
JULIA M. BROWN

AUT 28/2007/16 21.7.07

594-10-2239

Vol 0857 Page 352

Vol 0924 Page 058

Being also based on the Texas State Plane Coordinate System, NAD 83 established by State GPS Surveyors from NGS control monument EGCS01. This description was prepared in conjunction with a survey map prepared by Carter & Burgess and dated February 2, 2001.

*George L. Totten*  
2/17/05

George L. Totten  
Registered Professional Land Surveyor  
State of Texas No. 4605



645-10-1023

AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

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EXHIBIT  
PAGE 10 of 6

Carter-Burgess

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON, OR PHOTO COPY, DISCOLORED PAPER, ETC. ALL BLOCKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

Doc 0019881.2 BK RP Vol 11120 Pg 37

METES AND BOUNDS DESCRIPTION  
PARCEL N-7395-A

800-10-1273

Description of a 1,936,077 acre tract of land out of the tracts described in Special Warranty Deed to Magnolia Timber Partners, L.P. recorded under Volume 553, Page 001 of the Deed Records of Waller County, Texas, Volume 849, Page 205 of the Deed Records of Grimes County, Texas, and Montgomery County Clerk's File Number 968009; and located in the William Montgomery Survey, Abstract 43, Grimes County, A. M. Devereaux Survey, Abstract 182, Grimes County, Charles Weaver Survey, Abstract 624, Montgomery County, and Abstract 462, Grimes County, Alexander Robblis Survey, Abstract 464, Montgomery County and Abstract 400, Grimes County, Joseph G. Ferguson Survey, Abstract 221, Montgomery County, and also located in Montgomery County and Grimes County, Texas and more particularly described as follows:

COMMENCING at a PK nail set in FM 1486 (100 feet wide right-of-way per TxDOT drawings R-1416-3-1 dated February 11, 1960), and for the northwest corner of the Joseph M. Robinson Survey, Abstract 450 and a north corner of the aforesaid Magnolia Timbers Partners, L.P. tracts, also being the north east corner of the Thomas C. Bradbury Survey, Abstract 91 and in the south line of the Noah Griffith Survey, Abstract 16;

THENCE South 02 Degrees 46 Minutes 06 Seconds East, with FM 1486 and the west line of said Magnolia Timber Partners, L.P. tracts, a distance of 1201.70 feet to a PK nail set for a northern corner of said Magnolia Timber Partners, L.P. tract and the POINT OF BEGINNING of the herein described tract:

THENCE South 02 Degrees 35 Minutes 19 Seconds East, with FM 1486, the west line of the Joseph M. Robinson Survey, Abstract 450 and the east line of the Joseph G. Ferguson Survey, Abstract 221, a distance of 4025.56 feet to a PK nail set for corner;

THENCE South 87 Degrees 31 Minutes 54 Seconds West, departing the west line of the Joseph M. Robinson Survey and the east line of the Joseph G. Ferguson Survey, at a distance of 57.39 feet passing a 5/8 inch iron rod with cap set in the west right-of-way line of FM 1486, at a distance of 10242.48 feet passing the Montgomery County and Grimes County line, a total distance of 15037.89 feet to a 5/8 inch iron rod with cap set in the west line of the Alexander Robblis Survey, Abstract 400 of Grimes County and the east line of the P. G. Moffitt Survey, Abstract 330 of Grimes County;

THENCE North 02 Degrees 38 Minutes 27 Seconds West, with the west line of the Alexander Robblis Survey, the east line of the P. G. Moffitt Survey, the east line of the called 130 acre tract described in deed to Cook Forestry Products, LLC recorded under Volume 897, Page 443 of the Grimes County Deed Records, and with the west line of the aforesaid Magnolia Timber Partners, L.P. tracts, at a distance of 605.20 feet passing a 5/8 inch iron rod with cap set for a western corner of said Magnolia Timber Partners, L.P. tracts, a total distance of 2162.04 feet to a 5/8 inch

EXHIBIT A-2  
PAGE 1 of 6

DEED RECORDS RECORDED IN GRIMES COUNTY TEXAS

iron rod found for a western corner of said Magnolia Timber Partners, L.P. tracts and the northeast corner of the said Cook Forestry Products, LLC tract;

800-10-1274

THENCE South 87 Degrees 21 Minutes 33 Seconds West, with the south line of the Magnolia Timber Partners tract and the north line of the Cook Forestry Products, LLC tract, a distance of 2153.46 feet to a 1 inch iron pipe for corner from which a 1/2 inch iron rod bears South 49 Degrees 57 Minutes 40 Seconds West a distance of 2.45 feet;

THENCE North 3 Degrees 59 Minutes 07 Seconds West, with the west line of the Magnolia Timber Partners tract and the east line of the call 50.0 acre tract described in deed to Sam Urick recorded under Volume N, Page 229 of the Deed Records of Grimes County, a distance of 1499.90 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE North 85 Degrees 55 Minutes 17 Seconds East, with the north line of the Magnolia Timber Partners tract, the south line of the Donald McKay tract recorded under Volume 642, Page 359, with the south line of the Louis Johnson tract recorded under Volume 596, Page 510, the south line of the Patrick Easley tract recorded under Volume 597, Page 173 all of Grimes County Deed Records, a distance of 1274.75 feet to a point in the center of a creek;

THENCE with the center of a creek the following calls:

- South 43 Degrees 47 Minutes 50 Seconds East, a distance of 105.04 feet;
- South 88 Degrees 56 Minutes 27 Seconds East, a distance of 69.97 feet;
- South 3 Degrees 34 Minutes 35 Seconds East, a distance of 108.23 feet;
- South 78 Degrees 11 Minutes 38 Seconds East, a distance of 61.62 feet;
- South 69 Degrees 29 Minutes 26 Seconds East, a distance of 131.52 feet;
- South 67 Degrees 35 Minutes 14 Seconds East, a distance of 115.26 feet;
- North 76 Degrees 04 Minutes 45 Seconds East, a distance of 65.12 feet;
- South 83 Degrees 28 Minutes 43 Seconds East, a distance of 86.31 feet;
- North 68 Degrees 04 Minutes 42 Seconds East, a distance of 50.60 feet;
- South 80 Degrees 22 Minutes 17 Seconds East, a distance of 167.65 feet;
- North 84 Degrees 48 Minutes 13 Seconds East, a distance of 90.62 feet;

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PAGE 2 of 6

Doc 01178812 BK RP

101120 17:39

800-10-1275

- North 38 Degrees 38 Minutes 56 Seconds East, a distance of 32.10 feet;
- North 47 Degrees 35 Minutes 33 Seconds East, a distance of 67.66 feet;
- North 81 Degrees 41 Minutes 43 Seconds East, a distance of 43.46 feet;
- North 50 Degrees 32 Minutes 23 Seconds East, a distance of 113.14 feet;
- South 70 Degrees 37 Minutes 11 Seconds East, a distance of 71.06 feet;
- North 22 Degrees 51 Minutes 31 Seconds East, a distance of 97.42 feet;
- North 72 Degrees 09 Minutes 26 Seconds East, a distance of 102.84 feet;
- North 26 Degrees 14 Minutes 56 Seconds East, a distance of 52.68 feet;
- North 71 Degrees 07 Minutes 46 Seconds East, a distance of 52.20 feet;
- North 46 Degrees 06 Minutes 46 Seconds East, a distance of 116.69 feet;
- North 48 Degrees 19 Minutes 43 Seconds East, a distance of 70.84 feet;
- North 14 Degrees 21 Minutes 54 Seconds East, a distance of 42.45 feet;
- North 77 Degrees 44 Minutes 59 Seconds East, a distance of 36.12 feet;
- North 3 Degrees 57 Minutes 26 Seconds West, a distance of 45.49 feet;
- North 26 Degrees 12 Minutes 13 Seconds East, a distance of 108.17 feet;
- North 5 Degrees 30 Minutes 19 Seconds West, a distance of 121.74 feet;
- North 16 Degrees 02 Minutes 26 Seconds East, a distance of 62.63 feet;
- North 34 Degrees 15 Minutes 05 Seconds West, a distance of 37.22 feet;
- North 3 Degrees 48 Minutes 03 Seconds East, a distance of 62.51 feet;
- North 4 Degrees 19 Minutes 20 Seconds East, a distance of 94.89 feet;
- North 8 Degrees 03 Minutes 03 Seconds West, a distance of 93.24 feet;
- North 20 Degrees 03 Minutes 17 Seconds East, a distance of 100.40 feet;

EXHIBIT A-2  
PAGE 3 of 6

Doc 148812 Bk RF Vol 1120 Pg 52

THENCE North 41 Degrees 14 Minutes 48 Seconds East, with the center of crook, a distance of 318.56 feet to a point;

800-10-1276

THENCE North 5 Degrees 07 Minutes 28 Seconds West, a distance of 406.43 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE North 34 Degrees 13 Minutes 24 Seconds West, with the west line of the Magnolia Timber Partners tract and the east line of the Veterans Land Board Tract G-4 recorded under Volume 370, Page 651 of the Deed Records of Grimes County, a distance of 715.09 feet to a 5/8 inch iron rod found for corner;

THENCE South 55 Degrees 46 Minutes 36 Seconds West, with the south line of the Magnolia Timber Partners tract and the north line of the Veterans Land Board Tract G-4 a distance of 613.83 feet to a nail set in a dirt road for corner;

THENCE South 34 Degrees 13 Minutes 24 Seconds East, with the west line of the Veterans Land Board Tract G-4, a distance of 23.13 feet to the beginning of a curve to the right;

THENCE in a southeasterly direction with the west line of the Veterans Land Board Tract G-4 and said curve to the right, having a radius of 300.00 feet, a central angle of 29 Degrees 05 Minutes 55 Seconds, a chord bearing of South 19 Degrees 40 Minutes 25 Seconds East, a chord distance of 150.73 feet, an arc distance of 152.36 feet to the point of tangency;

THENCE South 5 Degrees 07 Minutes 30 Seconds East, with the west line of the Veterans Land Board Tract G-4, a distance of 524.99 feet to the beginning of a curve to the right;

THENCE in a southwesterly direction, with the west line of the Veterans Land Board Tract G-4, and said curve to the right, having a radius of 300.00 feet, a central angle of 14 Degrees 07 Minutes 24 Seconds, a chord bearing of South 01 Degree 56 Minutes 13 Seconds West, a chord distance of 73.76 feet, an arc distance of 73.95 feet to the point of tangency;

THENCE South 8 Degrees 59 Minutes 55 Seconds West, with the west line of the Veterans Land Board Tract G-4 and the east line of the Magnolia Timber Partners tract, a distance of 42.00 feet to a nail set for corner;

THENCE South 85 Degrees 59 Minutes 23 Seconds West, with the north line of the Veterans Land Board Tract G-3 and the south line of the Magnolia Timber Partners tract, a distance of 713.38 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE North 4 Degrees 01 minute 08 Seconds West, with the west line of the Magnolia Timber Partners tract and the east line of the Carl Thacker tract recorded under Volume 883, Page 701 of the Deed Records of Grimes County, a distance of 397.22 feet to an axle found for corner;

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDBATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CAREEN OR PHOTO COPY, DISCOLORING PAPER, ETC. ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

EXHIBIT A-2  
PAGE 4 of 6

Doc DEED 9884.2 BK Vol 11.20 Pg 23

THENCE North 85 Degrees 43 Minutes 25 Seconds East, with the north line of the Magnolia Timber Partners tract and the south line of the Carl Thacker tract, a distance of 96.24 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner; 000-10-1277

THENCE North 2 Degrees 25 Minutes 35 Seconds West, with the east line of the Carl Thacker tract and the west line of the Magnolia Timber Partners tract, a distance of 220.03 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE South 86 Degrees 12 Minutes 07 Seconds West, with the south line of the Magnolia Timber Partners tract, the north line of the Carl Thacker tracts, the north line of the Ellis Subdivision (unrecorded), a distance of 3195.89 feet to a 5/8 inch iron rod with cap marked "Carter & Burgess" set for corner;

THENCE North 3 Degrees 32 Minutes 53 Seconds West, with the west line of the Magnolia Timber Partners tract, a distance of 30.00 feet to a point;

THENCE North 86 Degrees 12 Minutes 07 Seconds East, with the north line of the Magnolia Timber Partners tract and the south line of the 30 feet wide easement recorded under Volume 261, Page 281 of the Deed Records of Grimes County, a distance of 3196.48 feet to a point;

THENCE North 2 Degrees 25 Minutes 35 Seconds West, with the east line of the called 48.65 acre tract described in deed to William Phillips recorded under Volume 284, Page 286 of the Deed Records of Grimes County, and the west line of the Magnolia Timber Partners tract, a distance of 3014.30 feet to a concrete monument found for corner;

THENCE North 87 Degrees 00 Minutes 54 Seconds East, with the north line of the Magnolia Timber Partners tract and the Shirley Hamilton King tract recorded under Volume 910, Page 751 of the Deed Records of Grimes County, a distance of 5295.20 feet to a concrete monument found for corner;

THENCE South 2 Degrees 46 Minutes 05 Seconds East, with the east line of the Magnolia Timber Partners tract and the west line of the Lone Star Development tract recorded under Volume 236, Page 199 of the Deed Records of Grimes County, a distance of 3193.68 feet to a concrete monument found for corner in the south line of the William Montgomery League, Abstract 43 Grimes County and also being the north line of the Alfred Deferaux Survey, Abstract 182 Grimes County;

THENCE North 87 Degrees 02 Minutes 39 Seconds East, with the north line of the Magnolia Timber Partners tract and the west line of the Lone Star Development tract, a distance of 653.37 feet to a concrete monument found for corner;

THENCE South 2 Degrees 42 Minutes 38 Seconds East, with the east line of the Magnolia Timber Partners tract and the west line of the Lone Star Development tract, a distance of 1349.10

EXHIBIT A-2  
PAGE 5 of 6



**LEGEND**

 Design Plattersville WSC Area to be De-Certified.

WE, the undersigned, do hereby certify that the above is a true and correct copy of the original as shown to me by the undersigned.



- NOTES:
1. The alignment is based on the CCN boundary of C & W Water Supply Corporation as provided by USGS.
  2. The above plan for title purposes was prepared on a 1:2000 scale (6250 feet scale of Ground, Horizontal and Water Curves).

**LOCATION MAP**

**DOBBIN PLANTERSVILLE WSC  
CCN 11052  
PROPOSED DE-CERTIFICATION AREA  
MSEC ENTERPRISES, INC  
CCN 12887  
PROPOSED SERVICE AREA  
CRIMES AND MONTGOMERY COUNTIES, TEXAS  
APRIL 2007**

Water System Designer  
MSEC Enterprises, Inc.  
225 S. 12th  
P.O. Box 100  
Pflugerville, Texas 77363  
1282 811-2248

Engineer  
McLure & Brown Engineering/Surveying, Inc.  
1302 Westwood Dr., Suite 100  
College Station, Texas 77840  
8773 664-3642



MSEC Enterprises, Inc.  
P.O. Box 100  
Pflugerville, Texas 77363  
1282 811-2248

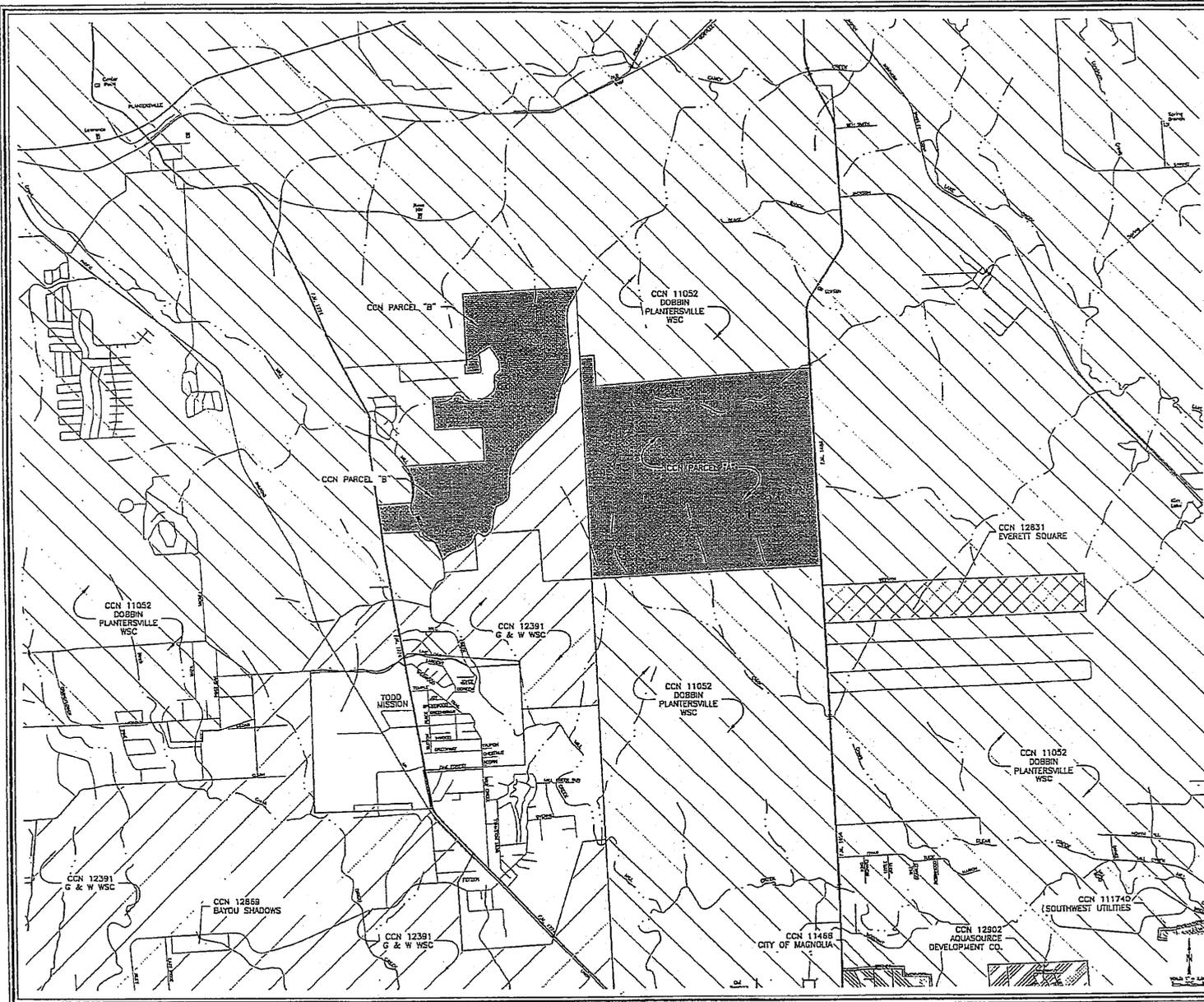
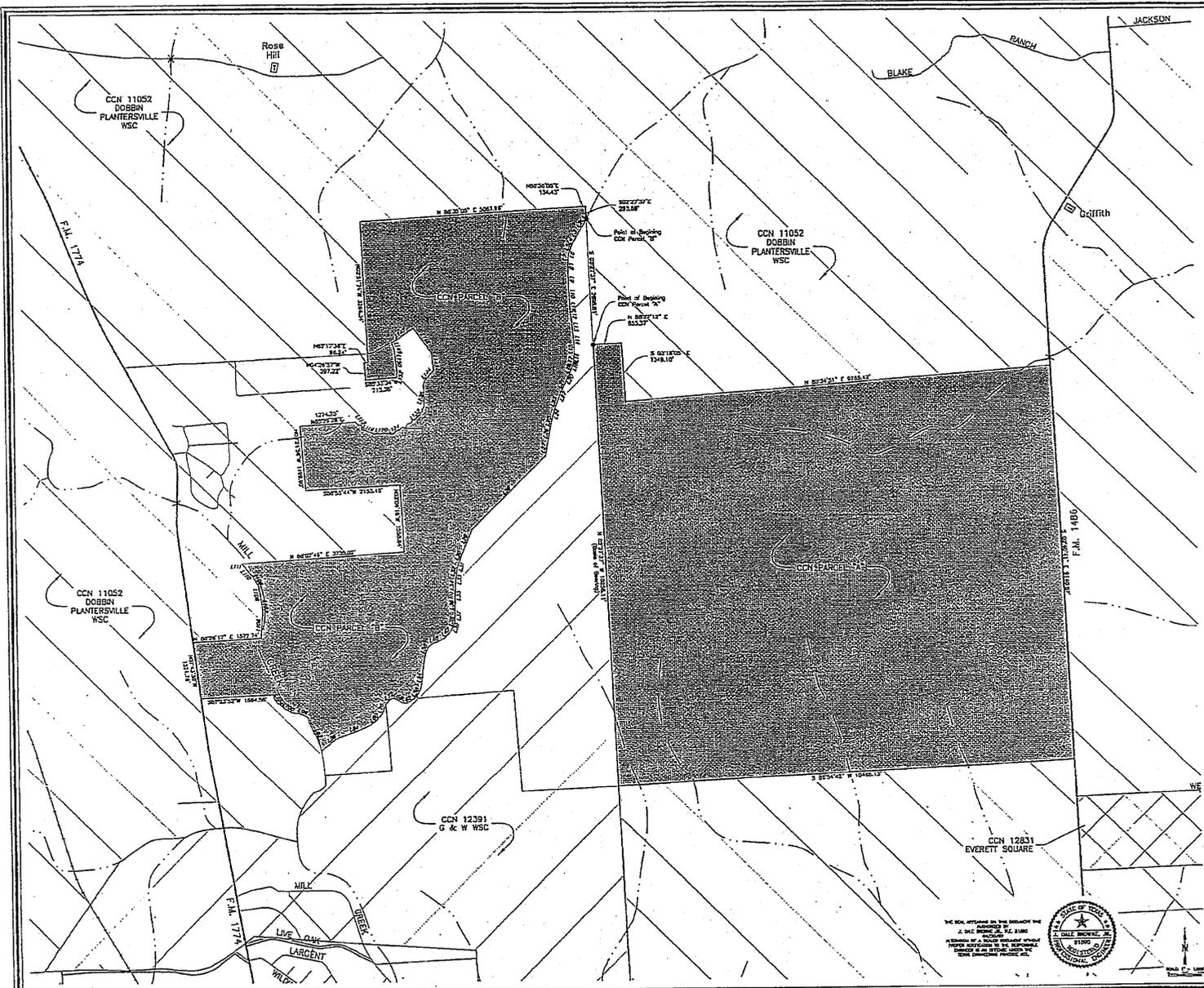


Exhibit I



**LEGEND**  
 Double Parallel Line WSC Area to be De-Certified

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
11	S 210°07'00" W	83.50'	177	S 173°20'00" W	45.11'
12	S 310°33'00" W	187.15'	178	S 323°20'00" W	48.11'
13	S 310°33'00" W	273.20'	179	S 470°00'00" W	320.11'
14	S 323°20'00" W	123.20'	180	S 470°00'00" W	95.23'
15	S 20°41'00" W	126.00'	181	S 20°41'00" W	147.00'
16	S 10°28'34" W	83.70'	182	S 87°50'43" W	147.33'
17	S 08°15'40" W	112.70'	183	S 82°58'30" W	123.50'
18	S 02°30'00" W	295.50'	184	S 72°20'00" W	107.00'
19	S 20°41'00" W	246.70'	185	S 70°40'48" W	100.33'
20	S 08°15'40" W	241.60'	186	S 87°10'00" W	82.77'
21	S 04°22'00" W	181.84'	187	S 82°04'45" W	82.77'
22	S 02°10'00" W	183.20'	188	S 20°20'00" W	144.20'
23	S 02°00'00" W	363.33'	189	S 20°20'00" W	144.20'
24	S 02°00'00" W	206.20'	190	S 20°20'00" W	138.45'
25	S 02°23'44" W	208.73'	191	N 19°58'20" W	344.22'
26	S 02°00'00" W	138.20'	192	N 04°13'00" W	82.00'
27	S 10°28'34" W	82.10'	193	N 23°02'48" W	234.20'
28	S 10°28'34" W	82.10'	194	N 04°04'20" W	80.70'
29	S 21°42'27" W	143.20'	195	N 38°08'28" W	96.48'
30	S 24°22'00" W	264.27'	196	N 07°01'14" W	151.87'
31	S 22°10'00" W	206.33'	197	N 08°08'20" W	87.20'
32	S 18°20'00" W	212.00'	198	N 20°14'21" W	43.78'
33	S 18°41'00" W	228.80'	199	N 20°14'21" W	100.10'
34	S 10°19'23" W	343.41'	200	N 04°14'15" W	48.83'
35	S 10°19'23" W	462.20'	201	N 04°14'15" W	110.20'
36	S 44°54'51" W	244.20'	202	N 28°48'40" W	70.23'
37	S 44°54'51" W	244.20'	203	N 02°18'32" W	110.20'
38	S 71°20'31" W	281.23'	204	N 28°48'40" W	99.80'
39	S 10°28'34" W	143.20'	205	N 10°13'20" W	238.10'
40	S 10°28'34" W	143.20'	206	N 19°20'43" W	347.25'
41	S 02°30'00" W	112.70'	207	N 20°20'00" W	248.48'
42	S 02°30'00" W	112.70'	208	N 42°17'13" W	152.27'
43	S 02°30'00" W	112.70'	209	N 38°58'00" W	187.25'
44	S 02°30'00" W	112.70'	210	N 38°58'00" W	187.25'
45	S 02°30'00" W	112.70'	211	N 38°58'00" W	187.25'
46	S 02°30'00" W	112.70'	212	N 38°58'00" W	187.25'
47	S 02°30'00" W	112.70'	213	N 38°58'00" W	187.25'
48	S 02°30'00" W	112.70'	214	N 38°58'00" W	187.25'
49	S 02°30'00" W	112.70'	215	N 38°58'00" W	187.25'
50	S 02°30'00" W	112.70'	216	N 38°58'00" W	187.25'
51	S 02°30'00" W	112.70'	217	N 38°58'00" W	187.25'
52	S 02°30'00" W	112.70'	218	N 38°58'00" W	187.25'
53	S 02°30'00" W	112.70'	219	N 38°58'00" W	187.25'
54	S 02°30'00" W	112.70'	220	N 38°58'00" W	187.25'
55	S 02°30'00" W	112.70'	221	N 38°58'00" W	187.25'
56	S 02°30'00" W	112.70'	222	N 38°58'00" W	187.25'
57	S 02°30'00" W	112.70'	223	N 38°58'00" W	187.25'
58	S 02°30'00" W	112.70'	224	N 38°58'00" W	187.25'
59	S 02°30'00" W	112.70'	225	N 38°58'00" W	187.25'
60	S 02°30'00" W	112.70'	226	N 38°58'00" W	187.25'
61	S 02°30'00" W	112.70'	227	N 38°58'00" W	187.25'
62	S 02°30'00" W	112.70'	228	N 38°58'00" W	187.25'
63	S 02°30'00" W	112.70'	229	N 38°58'00" W	187.25'
64	S 02°30'00" W	112.70'	230	N 38°58'00" W	187.25'
65	S 02°30'00" W	112.70'	231	N 38°58'00" W	187.25'
66	S 02°30'00" W	112.70'	232	N 38°58'00" W	187.25'
67	S 02°30'00" W	112.70'	233	N 38°58'00" W	187.25'
68	S 02°30'00" W	112.70'	234	N 38°58'00" W	187.25'
69	S 02°30'00" W	112.70'	235	N 38°58'00" W	187.25'
70	S 02°30'00" W	112.70'	236	N 38°58'00" W	187.25'
71	S 02°30'00" W	112.70'	237	N 38°58'00" W	187.25'
72	S 02°30'00" W	112.70'	238	N 38°58'00" W	187.25'
73	S 02°30'00" W	112.70'	239	N 38°58'00" W	187.25'
74	S 02°30'00" W	112.70'	240	N 38°58'00" W	187.25'
75	S 02°30'00" W	112.70'	241	N 38°58'00" W	187.25'
76	S 02°30'00" W	112.70'	242	N 38°58'00" W	187.25'

1. The information is based on the CCN boundary of G & W Water Supply Corporation as provided by TREC.  
 2. The base map for this document was compiled of 1:6000 vector digital data maps of Grimes, Montgomery and Water Counties.

**AREA MAP**

**DOBBIN PLANTERSVILLE WSC**  
**CCN 11052**  
**PROPOSED DE-CERTIFICATION AREA**  
**MSEC ENTERPRISES, INC**  
**CCN 12887**  
**PROPOSED SERVICE AREA**  
 GRIMES AND MONTGOMERY COUNTIES, TEXAS  
 APRIL 2007

Scale: As Shown  
 Grimes, Montgomery, WSC  
 Montgomery, Texas 77343  
 (409) 891-2000

Client:  
 MSEC Enterprises, Inc.  
 P.O. Box 870  
 Montgomery, Texas 77304  
 (409) 823-3100

Survey:  
 MSEC Enterprises, Inc.  
 P.O. Box 870  
 Montgomery, Texas 77304  
 (409) 823-3100



THE SEAL AFFIXED TO THIS DOCUMENT BY  
 J. DALE BROWN, P.E. #61,488  
 A MEMBER OF A LIMITED LIABILITY PARTNERSHIP  
 FORMED FOR THE PURPOSE OF PROVIDING  
 PROFESSIONAL ENGINEERING SERVICES

CCN DESCRIPTION  
OF  
DOBBIN PLANTERSVILLE WATER SUPPLY CORPORATION  
CCN PARCEL "A"

The following is a description of the portion of the Dobbin Plantersville Water Supply Corporation (WSC) CCN area that is to be de-certified and is referred to as "CCN Parcel "A". The alignment and layout is based on the G&W WSC CCN boundary provided by TCEQ on April 20, 2007 and the Texas Department of Transportation Urban Files. The area CCN Parcel "A" is more particularly described as follows:

COMMENCING at the most northern point of the G&W WSC CCN boundary and proceeding S 2° 27' 37" E for 2898.81 feet to the POINT OF BEGINNING of the herein described tract:

From the POINT OF BEGINNING at N 86°27'12" E for a distance of 653.37 feet for corner;

THENCE: S 03°18'05" E for a distance of 1349.10 feet for corner;

THENCE: N 85°34'51" E for a distance of 9765.42 feet for corner;

THENCE: S 02°40'41" E for a distance of 9140.67 feet for corner;

THENCE: S 86°54'42" W for a distance of 10468.13 feet for corner;

THENCE: N 02°27'37" W for a distance of 10258.11 feet for corner;

to the POINT OF BEGINNING and containing 2184.54 acres of land, more or less.

CCN DESCRIPTION  
OF  
DOBBIN PLANTERSVILLE WATER SUPPLY CORPORATION  
CCN PARCEL "B"

The following is a description of the portion of the Dobbin Plantersville Water Supply Corporation (WSC) CCN area that is to be de-certified and is referred to as "CCN Parcel "B". The alignment and layout is based on the G&W WSC CCN boundary provided by TCEQ on April 20, 2007 and the Texas Department of Transportation Urban Files. The area CCN Parcel "B" is more particularly described as follows:

At a POINT OF BEGINNING, same being the most northern point of the G&W WSC CCN boundary,

THENCE: S 31°07'57" W for a distance of 85.56 feet for corner;

THENCE: S 31°07'57" W for a distance of 187.19 feet for corner;

THENCE: S 31°07'57" W for a distance of 272.75 feet for corner;

THENCE: S 28°39'26" W for a distance of 132.09 feet for corner;

THENCE: S 22°16'47" W for a distance of 132.92 feet for corner;

THENCE: S 15°02'54" W for a distance of 87.78 feet for corner;

THENCE: S 06°15'48" W for a distance of 115.78 feet for corner;

THENCE: S 00°39'15" E for a distance of 298.56 feet for corner;

THENCE: S 02°05'14" E for a distance of 298.70 feet for corner;

THENCE: S 02°31'57" E for a distance of 391.49 feet for corner;

THENCE: S 04°23'36" E for a distance of 197.64 feet for corner;

THENCE: S 06°10'08" E for a distance of 197.75 feet for corner;

THENCE: S 06°09'20" E for a distance of 395.33 feet for corner;

THENCE: S 03°30'57" E for a distance of 208.56 feet for corner;

THENCE: S 00°23'44" W for a distance of 208.72 feet for corner;

THENCE: S 05°08'00" W for a distance of 139.28 feet for corner;

THENCE: S 10°38'45" W for a distance of 82.18 feet for corner;

THENCE: S 16°13'53" W for a distance of 82.15 feet for corner;  
THENCE: S 21°45'27" W for a distance of 165.30 feet for corner;  
THENCE: S 26°22'20" W for a distance of 204.27 feet for corner;  
THENCE: S 25°56'17" W for a distance of 203.33 feet for corner;  
THENCE: S 22°21'39" W for a distance of 217.95 feet for corner;  
THENCE: S 19°38'35" W for a distance of 218.16 feet for corner;  
THENCE: S 16°41'25" W for a distance of 228.88 feet for corner;  
THENCE: S 12°59'26" W for a distance of 228.27 feet for corner;  
THENCE: S 10°19'33" W for a distance of 343.41 feet for corner;  
THENCE: S 10°19'38" W for a distance of 342.50 feet for corner;  
THENCE: S 44°54'01" W for a distance of 2440.09 feet for corner;  
THENCE: S 23°00'23" W for a distance of 530.95 feet for corner;  
THENCE: S 21°30'31" W for a distance of 287.33 feet for corner;  
THENCE: S 16°36'43" W for a distance of 143.42 feet for corner;  
THENCE: S 10°56'19" W for a distance of 143.35 feet for corner;  
THENCE: S 05°50'21" W for a distance of 142.24 feet for corner;  
THENCE: S 02°56'59" W for a distance of 212.81 feet for corner;  
THENCE: S 01°58'38" W for a distance of 212.79 feet for corner;  
THENCE: S 00°56'28" W for a distance of 239.99 feet for corner;  
THENCE: S 01°22'22" W for a distance of 240.07 feet for corner;  
THENCE: S 09°00'01" W for a distance of 61.12 feet for corner;  
THENCE: S 21°08'46" W for a distance of 92.48 feet for corner;  
THENCE: S 30°55'42" W for a distance of 96.00 feet for corner;  
THENCE: S 37°21'21" W for a distance of 60.44 feet for corner;

THENCE: S 43°55'08" W for a distance of 87.66 feet for corner;  
THENCE: S 48°04'45" W for a distance of 87.16 feet for corner;  
THENCE: S 54°15'44" W for a distance of 53.78 feet for corner;  
THENCE: S 64°48'41" W for a distance of 96.67 feet for corner;  
THENCE: S 67°06'25" W for a distance of 146.17 feet for corner;  
THENCE: S 55°36'30" W for a distance of 70.18 feet for corner;  
THENCE: S 43°54'21" W for a distance of 35.16 feet for corner;  
THENCE: S 34°19'12" W for a distance of 36.36 feet for corner;  
THENCE: S 23°47'36" W for a distance of 113.09 feet for corner;  
THENCE: S 15°32'52" W for a distance of 82.68 feet for corner;  
THENCE: S 09°14'43" W for a distance of 247.44 feet for corner;  
THENCE: S 05°41'46" W for a distance of 227.02 feet for corner;  
THENCE: S 05°12'02" W for a distance of 113.53 feet for corner;  
THENCE: S 09°01'39" W for a distance of 113.84 feet for corner;  
THENCE: S 15°29'51" W for a distance of 77.25 feet for corner;  
THENCE: S 24°54'14" W for a distance of 115.68 feet for corner;  
THENCE: S 33°48'14" W for a distance of 58.89 feet for corner;  
THENCE: S 39°50'47" W for a distance of 60.29 feet for corner;  
THENCE: S 48°44'38" W for a distance of 91.52 feet for corner;  
THENCE: S 56°13'54" W for a distance of 90.84 feet for corner;  
THENCE: S 59°18'40" W for a distance of 40.48 feet for corner;  
THENCE: S 66°23'31" W for a distance of 39.28 feet for corner;  
THENCE: S 85°42'38" W for a distance of 45.59 feet for corner;  
THENCE: N 72°20'27" W for a distance of 47.18 feet for corner;

THENCE: N 56°04'56" W for a distance of 60.00 feet for corner;  
THENCE: N 54°09'45" W for a distance of 59.95 feet for corner;  
THENCE: N 58°58'57" W for a distance of 67.46 feet for corner;  
THENCE: N 67°29'25" W for a distance of 32.00 feet for corner;  
THENCE: N 83°59'08" W for a distance of 28.54 feet for corner;  
THENCE: S 75°15'08" W for a distance of 24.98 feet for corner;  
THENCE: S 56°48'14" W for a distance of 46.70 feet for corner;  
THENCE: S 40°45'50" W for a distance of 80.21 feet for corner;  
THENCE: S 34°21'18" W for a distance of 83.26 feet for corner;  
THENCE: S 26°41'37" W for a distance of 64.00 feet for corner;  
THENCE: S 17°09'35" W for a distance of 93.89 feet for corner;  
THENCE: S 21°25'50" W for a distance of 46.12 feet for corner;  
THENCE: S 32°23'30" W for a distance of 46.61 feet for corner;  
THENCE: S 42°04'27" W for a distance of 133.11 feet for corner;  
THENCE: S 47°01'03" W for a distance of 98.85 feet for corner;  
THENCE: S 53°14'17" W for a distance of 147.08 feet for corner;  
THENCE: S 61°50'43" W for a distance of 147.32 feet for corner;  
THENCE: S 68°59'38" W for a distance of 125.54 feet for corner;  
THENCE: S 72°10'04" W for a distance of 187.09 feet for corner;  
THENCE: S 70°02'49" W for a distance of 186.53 feet for corner;  
THENCE: S 67°01'03" W for a distance of 92.77 feet for corner;  
THENCE: S 62°04'45" W for a distance of 92.77 feet for corner;  
THENCE: S 55°00'54" W for a distance of 144.77 feet for corner;  
THENCE: S 52°00'32" W for a distance of 144.25 feet for corner;

THENCE: S 50°55'21" W for a distance of 139.48 feet for corner;  
THENCE: N 19°08'30" W for a distance of 344.32 feet for corner;  
THENCE: N 34°43'31" W for a distance of 82.07 feet for corner;  
THENCE: N 23°00'49" W for a distance of 334.57 feet for corner;  
THENCE: N 04°06'58" W for a distance of 60.79 feet for corner;  
THENCE: N 59°06'29" W for a distance of 98.49 feet for corner;  
THENCE: N 67°01'14" W for a distance of 151.67 feet for corner;  
THENCE: N 88°06'30" W for a distance of 87.02 feet for corner;  
THENCE: N 79°01'42" W for a distance of 42.79 feet for corner;  
THENCE: N 65°23'00" W for a distance of 100.15 feet for corner;  
THENCE: N 58°45'22" W for a distance of 108.07 feet for corner;  
THENCE: N 51°34'12" W for a distance of 154.36 feet for corner;  
THENCE: N 56°37'49" W for a distance of 47.73 feet for corner;  
THENCE: N 41°28'48" W for a distance of 48.93 feet for corner;  
THENCE: N 26°48'40" W for a distance of 70.52 feet for corner;  
THENCE: N 19°21'27" W for a distance of 110.62 feet for corner;  
THENCE: S 87°23'52" W for a distance of 1664.58 feet for corner;  
THENCE: N 07°43'30" W for a distance of 1324.76 feet for corner;  
THENCE: N 86°26'17" E for a distance of 1572.74 feet for corner;  
THENCE: N 05°02'31" E for a distance of 598.80 feet for corner;  
THENCE: N 06°26'46" W for a distance of 250.76 feet for corner;  
THENCE: N 10°20'42" W for a distance of 347.55 feet for corner;  
THENCE: N 30°03'21" W for a distance of 268.49 feet for corner;  
THENCE: N 42°17'13" W for a distance of 155.57 feet for corner;

THENCE: N 36°56'53" W for a distance of 215.63 feet for corner;  
THENCE: N 86°07'49" E for a distance of 3735.02 feet for corner;  
THENCE: N 03°04'16" W for a distance of 1556.84 feet for corner;  
THENCE: S 86°55'44" W for a distance of 2153.46 feet for corner;  
THENCE: N 04°24'56" W for a distance of 1499.90 feet for corner;  
THENCE: N 85°29'28" E for a distance of 1274.75 feet for corner;  
THENCE: S 44°13'39" E for a distance of 105.04 feet for corner;  
THENCE: S 89°22'16" E for a distance of 69.97 feet for corner;  
THENCE: S 04°00'24" E for a distance of 108.23 feet for corner;  
THENCE: S 78°37'27" E for a distance of 61.62 feet for corner;  
THENCE: S 69°55'15" E for a distance of 131.52 feet for corner;  
THENCE: S 68°01'03" E for a distance of 115.26 feet for corner;  
THENCE: N 75°38'56" E for a distance of 65.12 feet for corner;  
THENCE: S 83°54'32" E for a distance of 86.31 feet for corner;  
THENCE: N 67°38'53" E for a distance of 50.60 feet for corner;  
THENCE: S 80°58'06" E for a distance of 167.65 feet for corner;  
THENCE: N 84°22'24" E for a distance of 80.62 feet for corner;  
THENCE: N 38°13'07" E for a distance of 32.10 feet for corner;  
THENCE: N 47°09'44" E for a distance of 67.66 feet for corner;  
THENCE: N 81°15'54" E for a distance of 43.46 feet for corner;  
THENCE: N 50°06'34" E for a distance of 113.14 feet for corner;  
THENCE: S 71°03'00" E for a distance of 71.06 feet for corner;  
THENCE: N 22°25'42" E for a distance of 97.42 feet for corner;  
THENCE: N 71°43'37" E for a distance of 102.84 feet for corner;

THENCE: N 25°49'07" E for a distance of 52.68 feet for corner;  
THENCE: N 70°41'57" E for a distance of 52.20 feet for corner;  
THENCE: N 46°31'10" E for a distance of 187.50 feet for corner;  
THENCE: N 13°56'05" E for a distance of 42.45 feet for corner;  
THENCE: N 77°19'10" E for a distance of 36.12 feet for corner;  
THENCE: N 04°23'15" W for a distance of 45.49 feet for corner;  
THENCE: N 25°46'24" E for a distance of 108.17 feet for corner;  
THENCE: N 05°56'08" W for a distance of 121.74 feet for corner;  
THENCE: N 15°36'37" E for a distance of 62.63 feet for corner;  
THENCE: N 34°40'54" W for a distance of 37.22 feet for corner;  
THENCE: N 03°22'14" E for a distance of 62.51 feet for corner;  
THENCE: N 03°53'31" E for a distance of 94.89 feet for corner;  
THENCE: N 08°28'52" W for a distance of 93.24 feet for corner;  
THENCE: N 19°37'28" E for a distance of 100.40 feet for corner;  
THENCE: N 40°48'59" E for a distance of 318.56 feet for corner;  
THENCE: N 05°33'17" W for a distance of 406.43 feet for corner;  
THENCE: N 34°39'13" W for a distance of 715.09 feet for corner;  
THENCE: S 55°20'47" W for a distance of 613.83 feet for corner;  
THENCE: S 34°39'13" E for a distance of 23.13 feet for corner;  
THENCE: S 20°06'14" E for a distance of 150.73 feet for corner;  
THENCE: S 05°33'19" E for a distance of 524.99 feet for corner;  
THENCE: S 01°30'24" W for a distance of 73.76 feet for corner;  
THENCE: S 08°34'06" W for a distance of 42.00 feet for corner;  
THENCE: S 85°33'34" W for a distance of 713.38 feet for corner;

THENCE: N 04°26'57" W for a distance of 397.22 feet for corner;

THENCE: N 85°17'36" E for a distance of 96.24 feet for corner;

THENCE: N 02°51'24" W for a distance of 3264.34 feet for corner;

THENCE: N 86°35'05" E for a distance of 5067.96 feet for corner;

THENCE: N 86°36'08" E for a distance of 134.43 feet for corner;

THENCE: S 02°27'37" E for a distance of 293.69 feet for corner;

to the POINT OF BEGINNING and containing 1120.45 acres of land, more or less.

Buddy Garcia, *Chairman*  
Larry R. Soward, *Commissioner*  
Bryan W. Shaw, Ph.D., *Commissioner*  
Glenn Shankle, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

December 27, 2007

Mr. John M. Fultz  
Fultz & Fultz  
P.O. Box 868  
Navasota, Texas 77868

Mr. Jason Keasling  
President, Dobbin-Plantersville WSC  
8842 Phillips Road  
Plantersville, Texas 77363

Mr. Ken Petersen  
c/o Texas Rural Water Association  
1616 Rio Grande  
Austin, Texas 78701

Re: TCEQ Docket No. 2007-0985-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between Dobbin-Plantersville Water Supply Corporation (WSC) and MSEC Enterprises, Inc. (MSEC)

Dear Mr. Fultz, Mr. Keasling, and Mr. Petersen:

This letter is to inform you that the above-referenced application has been set on the Agenda for consideration by the Texas Commission on Environmental Quality (TCEQ). This Agenda will occur on January 16, 2008, beginning at 1:00 p.m. in Building E, Room 201S, 12100 Park 35 Circle, Austin, Texas. Included with this letter are the Agenda backup materials to be considered by the Commission. At least one of you will need to attend the Agenda to explain the agreement and to answer any questions the Commissioners may have.

Persons with disabilities who plan to attend this hearing and who need special accommodations at the Agenda should call the TCEQ Office of Public Assistance at 1-800-687-4040 or 1-800-

RELAY-TX (TDD) at least one week prior to the hearing. If you have any questions about this matter, then you may contact Lisa Fuentes from the Water Supply Division at 1-512-239-4691 or me at 1-512-239-4761.

Sincerely,

A handwritten signature in black ink that reads "Kayla Murray". The signature is written in a cursive, flowing style.

Kayla Murray  
Staff Attorney

Environmental Law Division

Enclosure

# Texas Commission on Environmental Quality

---

INTEROFFICE MEMORANDUM

**To:** Deanna Avalos  
Office of the Chief Clerk

**Date:** \_\_\_\_\_, 2007

**From:** Amy Vargas  
Administrative Support  
Water Supply Division

**Subject:** Texas Water Code, §13.248 Application Approved by Commissioner's,  
Certificates to be Mailed

MSEC Enterprises, Inc., Application Number 35686-C, CCN: 12887, CN:  
600729891, RN: 101379360

The item listed above was approved by the Commissioners on \_\_\_\_\_, 2007.  
Please present the certificates to Deanna Avalos for mailing.

Contact Name: Lisa Fuentes

**Date Stamp This Page Only**



# Texas Commission On Environmental Quality

**By These Presents Be It Known To All That**

**MSEC Enterprises, Inc.**

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

## **Certificate of Convenience and Necessity No. 12887**

to provide continuous and adequate water utility service to that service area or those service areas in Grimes and Montgomery Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 35686-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of MSEC Enterprises, Inc., to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this \_\_\_\_\_

\_\_\_\_\_  
For the Commission



# Texas Commission On Environmental Quality

**By These Presents Be It Known To All That**

## **Dobbin Plantersville Water Supply Corporation**

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

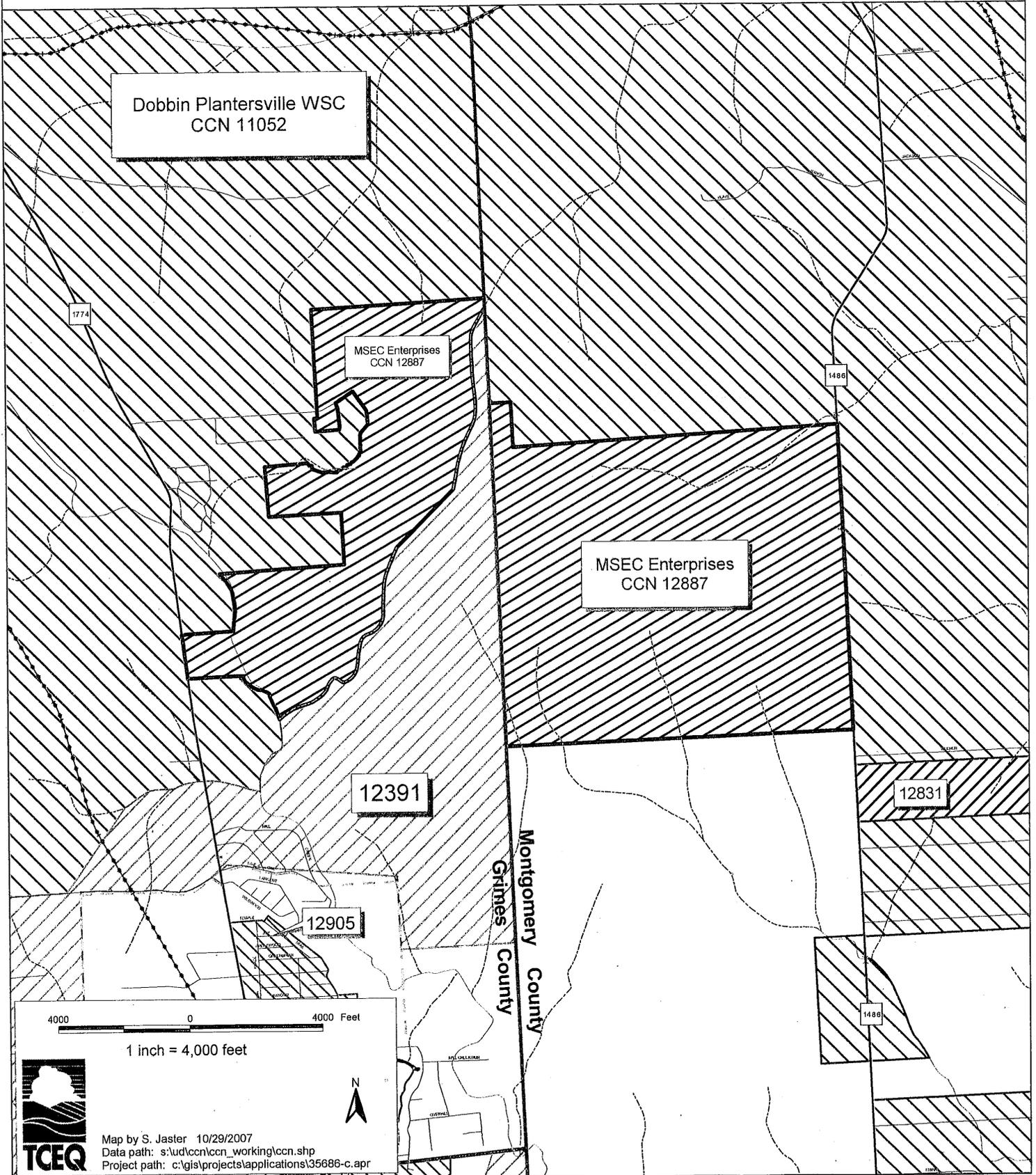
### **Certificate of Convenience and Necessity No. 11052**

to provide continuous and adequate water utility service to that service area or those service areas in Grimes and Montgomery Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 35686-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Dobbin Plantersville Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this \_\_\_\_\_

\_\_\_\_\_  
For the Commission

MSEC Enterprises, Inc. / Dobbin Plantersville WSC 13.248 Agreement  
Application No. 35686-C (Decertified a Portion of Dobbin Plantersville WSC, CCN 11052  
and Amended to Include Within MSEC Enterprises, Inc., CCN 12887)  
Grimes and Montgomery Counties



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**AN ORDER** approving an agreement designating service areas between the Dobbin-Plantersville Water Supply Corporation and MSEC Enterprises, Inc., pursuant to Texas Water Code Section 13.248; TCEQ Docket No. 2007-0985-UCR.

A request for a Commission order approving a contract designating service areas between the Dobbin-Plantersville Water Supply Corporation ("WSC") Certificate of Convenience and Necessity ("CCN") No. 11052, and MSEC Enterprises, Inc. ("MSEC"), CCN No. 12887 in Montgomery County, Texas, was presented to the Texas Commission on Environmental Quality ("Commission") for approval pursuant to Section 13.248 of the Texas Water Code and Title 30, Section 291.117 of the Texas Administrative Code.

On March 27, 2007, Dobbin-Plantersville WSC and MSEC entered into an agreement (the "Agreement") regarding their respective service areas pursuant to §13.248 of the Texas Water Code. Crown Ranch Development, Ltd. is the sole landowner of the area at issue and wished for the area currently being served by WSC to be served by MSEC. The Agreement states that Dobbin-Plantersville WSC will designate that portion of its CCN area to MSEC for an agreed upon consideration. There are no facilities to be transferred. The Agreement is attached to this Order.

Contracts between retail public utilities that designate areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice

and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE, §13.248.

On December 27, 2007, the Executive Director of the Commission mailed notice of the hearing date on which the Commission was to consider the request to Dobbin-Plantersville WSC and MSEC.

The Commission held a hearing on the request at the January 16, 2008 agenda and found the request had merit.

MSEC is capable of rendering continuous and adequate water service to every customer in the area covered by the Agreement. The decertification of Dobbin-Plantersville WSC's authority to provide service in the affected area, which results in MSEC as the sole service provider remaining in the area, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

The Agreement decertifying portions of Dobbin-Plantersville WSC's CCN No. 11052 and designating that retail water service shall be provided by MSEC, CCN No. 12887 in those areas, is hereby approved.

CCN No. 11052 in Montgomery County, held by Dobbin Plantersville Water Supply Corporation, is hereby amended in accordance with the Agreement.

CCN No. 12887 in Montgomery County, held by MSEC Enterprises, Inc., is hereby amended in accordance with the Agreement.

The Executive Director is directed to redraw the respective CCNs as provided in the Agreement and as set forth on the map attached to this Order, and to amend the Commission's official water service area map for Montgomery County, Texas.

The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to the parties.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date:

TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

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For the Commission

MAILING LIST

MSEC Enterprises, Inc. / Dobbin Plantersville WSC 13.248 Agreement  
TCEQ Docket No. 2007-0985-UCR

Ms. LaDonna Castañuela, Chief Clerk  
Office of the Chief Clerk  
Texas Commission on Environmental Quality  
P.O. Box 13087, MC-105  
Austin, Texas 78711-3087

Mr. John M. Fultz  
Fultz & Fultz  
P.O. Box 868  
Navasota, Texas 77868

Mr. Jason Keasling  
President, Dobbin-Plantersville WSC  
8842 Phillips Road  
Plantersville, Texas 77363

Mr. Ken Petersen  
c/o Texas Rural Water Association  
1616 Rio Grande  
Austin, Texas 78701