

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS' COURTROOM, SUITE 203
September 23, 2024
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- [551.0785](#) Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

- 1. Judge Cude: Call to Order.
- 2. Judge Cude: Prayer; Pledge of Allegiance.
- 3. Public Comments:
- 4. Elizabeth Branson: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Violet Corona
 - Position: Administrative Assistant
 - Pay Rate: \$40,000.00 annually
 - Salary Budget Area: 012-458-404
 - Start Date: 09/23/2024
 - Physical: complete
 - Drug Test: complete
- 5. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Lauren Martinez
 - Position: Temporary Part-Time Clerk
 - Pay Rate: \$20.00 per hr.
 - Salary Budget Area: D.A. Rural Law Enforcement Grant Senate Bill(SB)22: 141-400-406
 - Start Date: September 30, 2024
 - Physical: pending
 - Drug Test: pending

6. Martin Gonzales: Discuss and/or take appropriate action on accepting donation to Atascosa County Historical Commission from Matthew Willoughby.
7. Martin Gonzales: Discuss and/or take appropriate action to approve accepting the donation of found artifacts from Matthew Willoughby. Approve negotiations with the Witte Museum and the Bob Bullock Texas State History Museum to provide donated artifacts on loan to said institutions.
8. Martin Gonzales: Recognition of the Lozano Cemetery receiving Historical Designation from the Texas Historical Commission.
9. Martin Gonzales: Recognition of the Campbellton Cemetery receiving Historical Designation from the Texas Historical Commission.
10. Judge Vaughn: Discuss and/or take appropriate action to approve the hotel and conference expenses for the JP 2 Judge and staff to attend the 2024 Education & Technology Seminar hosted by the Texas Justice Court Judges Association. The payment, totaling \$1,137.10, would be made from the Technology Fund 010-400-684.
11. Cathy Seiter: Discuss and/or take appropriate action to approve and sign the Notice of Election and then publish in the October 9th edition of the Pleasanton Express Newspaper.
12. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:

New Employee:	Yancy Baez
Position:	Corrections Officer
Pay Rate:	Tier 3: \$47,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	09/23/2024 9:00am
Physical:	pending
Drug Test:	pending
New Employee:	Andrew Reichenbacher
Position:	Maintenance Technician
Pay Rate:	Tier 2: \$50,000.00 Annually; 40 hours; \$120.00 Uniform, 90-day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-568
Start Date:	10/01/2024
Physical:	pending
Drug Test:	pending
New Employee:	Madeline Romo
Position:	Corrections Officer
Pay Rate:	Tier 3: \$47,000.00 Annual, 171 Fluctuating, \$120.00 Uniform,, \$150.00 Holiday, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562

Start Date: 09/23/2024 9:00 a.m.
Physical: Complete
Drug Test: Complete

13. Sheriff Soward: Discuss and/or take appropriate action of the purchase of Leer Commercial Work-Top Camper Shell. In accordance with Art. 59.06 (d) (4) (A) of the Code of Criminal Procedure, Sheriff David Soward hereby requests approval to pay for the purchase of a Leer Commercial Work-Top Camper Shell for New CID Pick-Up Truck from Alamo City Uresti Camper Sales for the amount of \$4,633.24 from the Sheriff's Chapter 59 forfeited funds. Commisioner's Court approval needed due to Sheriff Soward not being on the ballot in the General Election.
14. Theresa Carrasco: Discuss and/or take appropriate action to Approve Commissioners' Court Minutes for July 2024
15. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception request for the Escobar Family on E Gates Valley Dr. in Precinct 1.
16. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Huizar-Guerrero Addition Subdivision on FM 1784 in Precinct 1.
17. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Van Hecke/Deray Family on Gray Rd in Precinct 2.
18. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the variance request from Progresso Homes LLC for the Replat of Lot 3 in the Granberg Subdivision in Precinct 2.
19. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Mitchell/Quiles Family on Hickman Rd in Precinct 2.
20. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Finto Family on Whitley Rd in Precinct 3.
21. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Colleen Garza on W FM 476 in Precinct 3.
22. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for 500 Atascosa Venture LLC on Leal Rd and Ralph Coughran Rd in Precinct 4.
23. Britni Van Curan: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Victoria Davis
Position: Administrative Assistant
Pay Rate: \$40,000 per year/\$19.23 per hour
Salary Budget Area: 012-472-407
Start Date: 10/01/24

Physical: N/A
Drug Test: N/A

24. Comm. Bowen: Discuss and/or take appropriate action concerning personnel:
New Employee: Juan Alvarez
Position: Road & Bridge Pct. 2 Worker
Pay Rate: \$45,031.99 annually
Salary Budget Area: 022-400-402
Start Date: 09/23/2024
Physical: pending
Drug Test: pending
25. Comm. Riley: Discuss and/or take appropriate action to approve a lay flat water line for EOG, Inc on CR 413 traveling North on East side of the ROW for 1.34 miles to the Wilson County line. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurer's Office.
26. Comm. Riley: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Transfer of Employee: Juan Benites;
Transfer from Pct. 2 to Pct. 4
Position: Foreman
Pay Rate: \$57,000.00 annually
Salary Budget Area: 024-400-402
Start Date: 09/23/2024
Physical: n/a
Drug Test: n/a
27. Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Pillar EFS, LLC at Blackhill Rd and CR 103. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.
28. Tracy Barrera: Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY 2025 1st quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. Payment will be released after Trent Rowell of the County Attorney's office has reviewed and approved it.
29. Trent Rowell: A) Conduct Public Hearing on creation of the proposed Atascosa County Emergency Services District No. 2, pursuant to Health & Safety Code 775.015 and placing on the ballot for the first available uniform election date, a measure for the approval of the creation of the Atascosa County Emergency Services District No. 1 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution.
1. Open Public hearing
2. Close Public hearing
- B) Discuss and/or take action on placing on the ballot for the first available uniform election date in 2025, a measure for approval of the creation of the Atascosa County Emergency Services District No. 2 and authorization

to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution, and executing an Order reflecting same.

30. Judge Cude: Discuss and/or take appropriate action to approve:
- A. Changes to the Sick Leave Cap Policy and update in the Atascosa County Personnel Manual.
 - B. Changes to the Comp-Time Policy and update in the Atascosa County Personnel Manual.
 - C. The Employee Recognition and Incentive Program.
31. Judge Cude:
Comm. Bowen Discuss and/or take appropriate action to accept the "Architecture Letter of Engagement" from RDG Architecture & Development for the Atascosa County/ Lytle Commissioner's Office to finish out.
32. Judge Cude: Discuss and/or take appropriate action to approve a \$500.00 monthly pay stipend for Jessica Godinez for providing administrative support to the Atascosa County Economic Development Corporation from September to December 2024.
33. Judge Cude: Discuss and/or approve the Agreement with DRG Architects for architectural services for the Sheriff's Office Jail addition. The agreement will be signed by the County Judge pending review by the County Attorney's office.
34. Judge Cude: Discuss and/or take appropriate action concerning the Bond for Atascosa County Fire Marshal.
35. Judge Cude: Discuss and/or take appropriate action concerning Bond for the Elections Administrator.

36. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County Attorney's office.

37. **OPEN SESSION**

38. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
39. Judge Cude:
Tracy Barrera: Discuss, review and take action to accept and/or approve any invoices and payroll.
40. Judge Cude:
Tracy Barrera: Discuss, review and take action on reports submitted.

41. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court Meeting is set for

Tuesday, October 15, 2024.

42. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, September 20, 2024



Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Elizabeth Branson: Discuss and/or take appropriate action concerning personnel:

New Employee:	Violet Corona
Position:	Administrative Assistant
Pay Rate:	\$40,000.00 annually
Salary Budget Area:	012-458-404
Start Date:	09/23/2024
Physical:	complete
Drug Test:	complete



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Audrey Louis:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Lauren Martinez
Position:	Temporary Part-Time Clerk
Pay Rate:	\$20.00 per hr.
Salary Budget Area:	D.A. Rural Law Enforcement Grant Senate Bill(SB)22: 141-400-406
Start Date:	September 30, 2024
Physical:	pending
Drug Test:	pending

AGENDA REQUEST (GENERAL)

Agenda Item 6.

Meeting Date: 09/23/2024
Item Title: Approval of Donation to Atascosa County Historical Commission
Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Discuss and/or take appropriate action on accepting donation to Atascosa County Historical Commission from Matthew Willoughby.

ATTACHMENTS

Donation letter Willoughby
Donation letter Exhibit A

September 2, 2024

Atascosa County Historical Commission,

Please allow this letter to serve as a donation receipt. I, Matthew Willoughby am a landowner of a property located at 6457 N Hwy 281, Pleasanton, Texas 78064. This is my private property. Since July, 2023 the Atascosa County Historical Commission's (ACHC) metal detecting team has been metal detecting on my property with my permission. Their and my goal is to find proof of the Battle of Medina site occurring on my current property.

The above-mentioned metal detecting team has found over 50 artifacts ranging from mostly lead shot, tacks, buckles, buttons and other miscellaneous items. Two archeologists have overseen the project and I have kept in contact with Martin Gonzales, The Atascosa County Historical Commission Chairman.

After the initial 23 found objects were tested by Dr. Todd Ahlman of the Texas State University Archaeological Department, they were proven to be from the Battle of Medina. I spoke with Martin Gonzales shortly thereafter and gave him my verbal donation of all found artifacts by his team. As of the date of this letter, there have been approximately 50 significant artifacts unearthed on my property. I hereby donate all items found on my private property by the ACHC Metal Detecting Team to the Atascosa County Historical Commission. This donation also includes any future artifacts found after review and approval by me for donation. The items include but not limited to Exhibit A, attached to this letter.

My stipulation of the donation is that the Atascosa County Historical Commission use and display these artifacts at their discretion for educational, preservation and historical purposes. I hereby give the ACHC permission to conduct temporary loans to other educational organizations such as the Witte Museum and the Bob Bullock State History Museum for any future exhibits. I have also entrusted Martin Gonzales and the above-named historical commission to credit me as a contributor at his/their discretion based on security measures of information released.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Willoughby', with a stylized, flowing script.

Matthew Willoughby

Exhibit A

Date	Identification#	Weight-Grams	Weight-ounces
08/29/2023	23-01	16	0.6
08/29/2023	23-02	9	0.5
08/29/2023	23-03	22	0.8
08/29/2023	23-04	6	0.2
08/29/2023	23-05	11	0.4
08/29/2023	23-06	16	0.5
08/29/2023	23-07	16	0.5
08/29/2023	23-08	7	0.3
08/29/2023	23-09	28	1
09/03/2023	23-10	14	0.5
09/03/2023	23-11	8	0.3
09/03/2023	23-12	14	0.5
09/03/2023	23-13	32	1.1
09/03/2023	23-14	10	0.4
09/03/2023	23-15	3	0.1
09/03/2023	23-16	11	0.4
09/03/2023	23-17	4	0.1
09/03/2023	23-18	12	0.4
09/03/2023	23-19	7	0.2
09/03/2023	23-20	3	0.1
09/03/2023	23-21	13	0.5
09/03/2023	23-22	10	0.4
09/03/2023	23-23	133	4.0

Date	Identification #	Weight-Grams	Weight-ounces
03/04/2024	24-01	6	0.2
03/04/2024	24-02	3	0.1
03/04/2024	24-03	11	0.4
03/04/2024	24-04	0	0.0
03/04/2024	24-05	13	0.5
03/04/2024	24-06	6	0.2
03/04/2024	24-07	4	0.1
03/04/2024	24-08	6	0.2
03/04/2024	24-09	13	0.5
03/04/2024	24-10	6	0.2
03/04/2024	24-11	16	0.6
03/04/2024	24-12	3	0.1
03/04/2024	24-13	7	0.2
03/04/2024	24-14	5	0.2
03/04/2024	24-15	4	0.1
03/04/2024	24-16	15	0.5
03/04/2024	24-17	3	0.1
03/04/2024	24-18	4	0.1
03/14/2024	24-19	5	0.2

03/14/2024	24-20	7	0.2
03/14/2024	24-21	7	0.2
03/14/2024	24-22	8	0.3
03/14/2024	24-23	9	0.3
03/14/2024	24-24	4	0.2
03/14/2024	24-25	5	0.2
03/14/2024	24-26	6	0.2
03/14/2024	24-27	9	0.3
03/14/2024	24-28(slag)	7	0.2
03/14/2024	24-29	13	0.4
03/14/2024	24-30 (button)	3	0.1

Date	Identification #	Weight-Grams	Weight-ounces
06/01/2024	24-32	6	0.2
	24-33*	24	0.8
	24-34*	82	2.9
	24-35	6	0.2
	24-36	18	0.7
	24-37	6	0.2
	24-38	3	0.1
	24-39*	0	0.1
	24-40	0	0.1
	24-41	13	0.4
	24-42*	8	0.3
	24-43	32	1.1
	24-44*	3	0.1
	24-45*	8	0.2
	24-46*	8	0.3

AGENDA REQUEST (GENERAL)

Agenda Item 7.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Discuss and/or take appropriate action to approve accepting the donation of found artifacts from Matthew Willoughby. Approve negotiations with the Witte Museum and the Bob Bullock Texas State History Museum to provide donated artifacts on loan to said institutions.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Recognition of the Lozano Cemetery receiving Historical Designation from the Texas Historical Commission.

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Recognition of the Campbellton Cemetery receiving Historical Designation from the Texas Historical Commission.

AGENDA REQUEST (GENERAL)

Agenda Item 10.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Wayne Vaughn, Justice of the Peace, Pct. 2

Discuss and/or take appropriate action concerning:

Judge Vaughn: Discuss and/or take appropriate action to approve the hotel and conference expenses for the JP 2 Judge and staff to attend the 2024 Education & Technology Seminar hosted by the Texas Justice Court Judges Association. The payment, totaling \$1,137.10, would be made from the Technology Fund 010-400-684.

ATTACHMENTS

Information

Information



Education/Technology/Annual
Conference

Monday, September 30 and Tuesday, October

1

Austin Marriott North
2600 La Frontera Blvd.

Round Rock, Texas 78681

The Texas Justice Court Judges Association is offering this seminar for those interested in completing their civil requirement hours. There is a great line-up of presenters. Go to our website for more information. Registration fee may be paid online.

[Register Here!](#)

For room information call Marriott Central Reservations at 1-888-236-2427 and ask for the JCJ Education and Technology Meeting Code “JCJG” arriving on Monday, September 30 for one night at the Austin Marriott North 2600 La Frontera Blvd. Round Rock, TX 78681.

Make reservations now, room block limited!

INVOICE



Texas Justice Court Judges Association

Texas JCJA
P. O. Box 290
Winnsboro, TX 75494
kenmart@me.com
903-342-5077

Belinda Estrada

1567 FM 3175
LYTLE, TEXAS, 78052

TOTAL

{myProducts:total}

Received: Friday, September 6, 2024

Description	Amount
Member Seminar Fee	\$50.00
Total	\$50.00

Please remit your Seminar Fee to the address above. By doing so, you certify that you are currently serving as a Justice of the Peace or as court personnel in Texas. I agree I will be responsible for any costs I incur if I do not cancel at least ten (10) days prior to the seminar to the address listed above. If I fail to attend a seminar without canceling, Texas JCJA reserves the right to invoice my county for course materials and food. I understand that I will be responsible for the housing expenses.

THANK YOU

Waynes Vaughn
9/6/24

The official seal of Atascosa County, Texas, featuring a five-pointed star in the center, surrounded by the words "ATASCOSA COUNTY, TEXAS" and "JUSTICE COURT, PCT. 2".

INVOICE



Texas Justice Court Judges Association

Texas JCJA
P. O. Box 290
Winnsboro, TX 75494
kenmart@me.com
903-342-5077

Judge Wayne S. Vaughn

1567 FM 3175
LYTLE, TEXAS, 78052

TOTAL

{myProducts:total}

Received: Friday, September 6, 2024

Description	Amount
Member Seminar Fee	\$50.00
Total	\$50.00

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THANK YOU



INVOICE



Texas Justice Court Judges Association

Texas JCJA
P. O. Box 290
Winnsboro, TX 75494
kenmart@me.com
903-342-5077

Andrea Garcia

1567 FM 3175
LYTLE, TEXAS, 78052

TOTAL

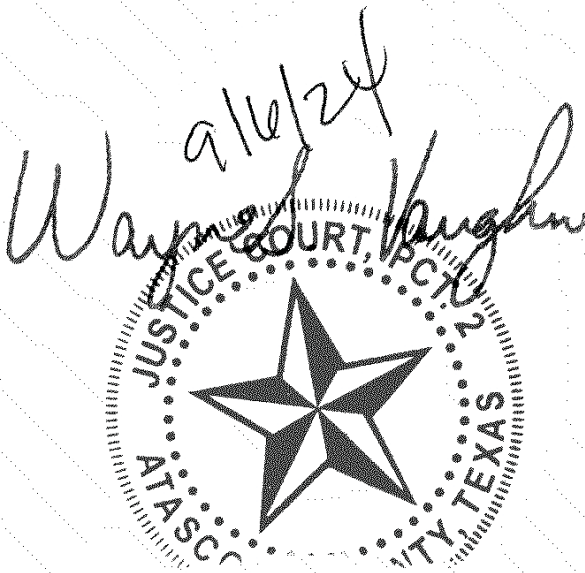
{myProducts:total}

Received: Friday, September 6, 2024

Description	Amount
Non-Member Seminar Fee \$75.00 x 1	\$75.00
Total	\$75.00

Please remit your Seminar Fee to the address above. By doing so, you certify that you are currently serving as a Justice of the Peace or as court personnel in Texas. I agree I will be responsible for any costs I incur if I do not cancel at least ten (10) days prior to the seminar to the address listed above. If I fail to attend a seminar without canceling, Texas JCJA reserves the right to invoice my county for course materials and food. I understand that I will be responsible for the housing expenses.

THANK YOU



THIS CONFERENCE FALLS UNDER TECHNOLOGY. PLEASE PAY OUT USING TECHNOLOGY
BUDGET LINE 010-400-684. JUDGE VAUGHN, BELINDA ESTRADA AND ANDREA GARCIA WILL BE
ATTENDING . PLEASE SEE RESERVATION BELOW.



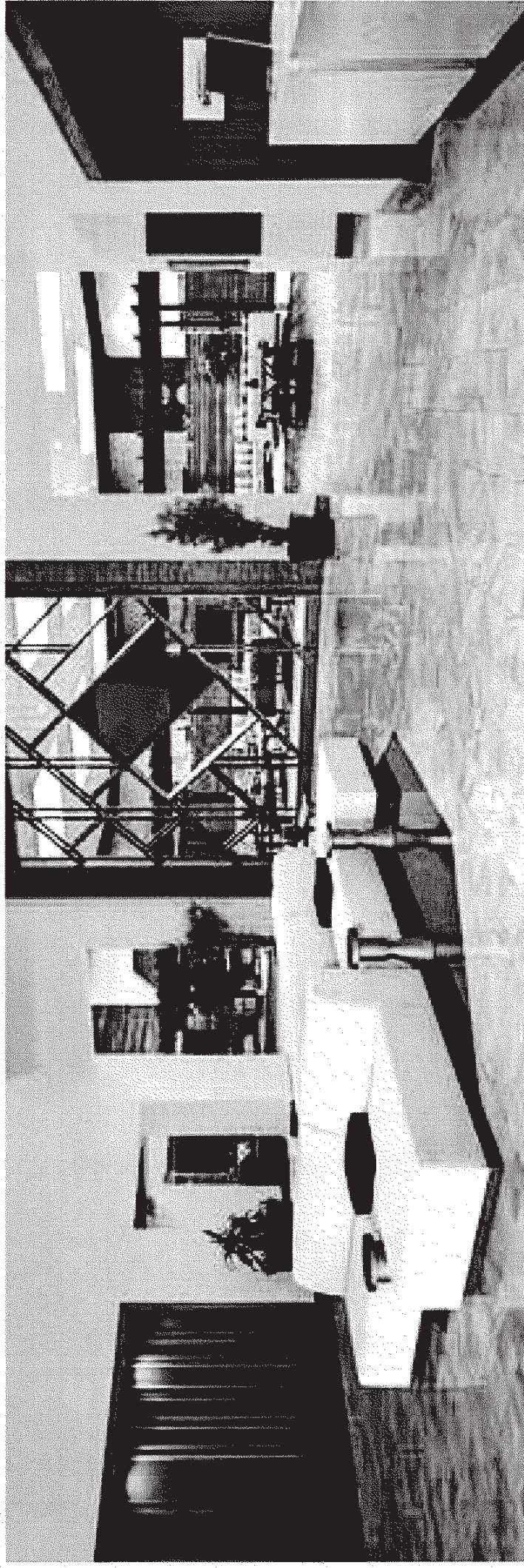
Austin Marriott North

📍 2600 La Frontera Boulevard Round Rock, Texas 78681 USA ☎ +1-512-733-6767

Thank you for booking with us, Wayne S Vaughn.

Wonderful awaits.

Sun, Sep 29, 2024 – Tue, Oct 01, 2024
Confirmation Number: 98692840



Check-In: Sunday, September 29, 2024

04:00 PM

Check-Out: Tuesday, October 1, 2024

12:00 PM

Number of rooms

1 Room

Guests per room

1 Adult

Guarantee Method

Credit Card Guarantee, Master Card

Total for Stay (all rooms)

320.70 USD

Room 1

Room Type >

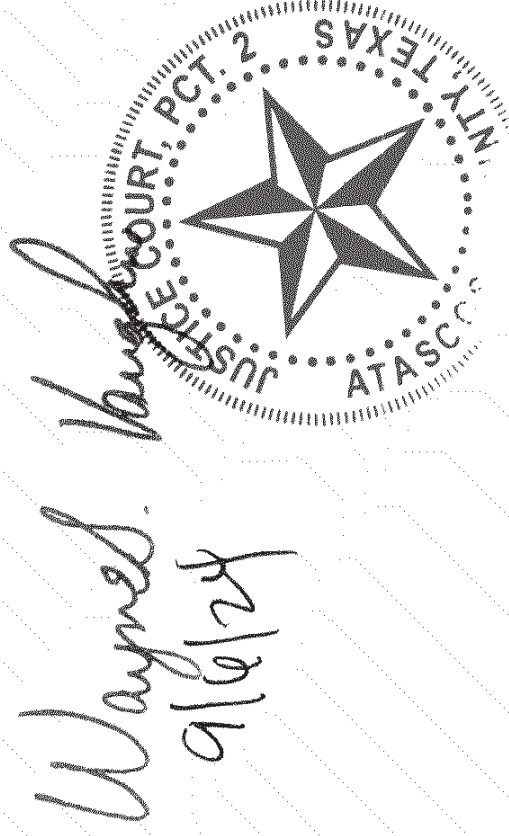
Guest Room

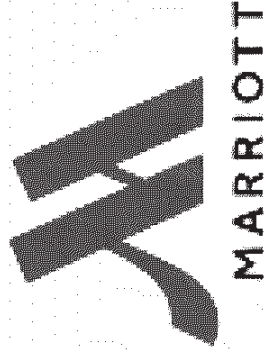
Guaranteed Requests:

None

ALL REQUESTS >

Modify or Cancel Reservation





Austin Marriott North

📍 2600 La Frontera Boulevard Round Rock,
Texas 78681 USA



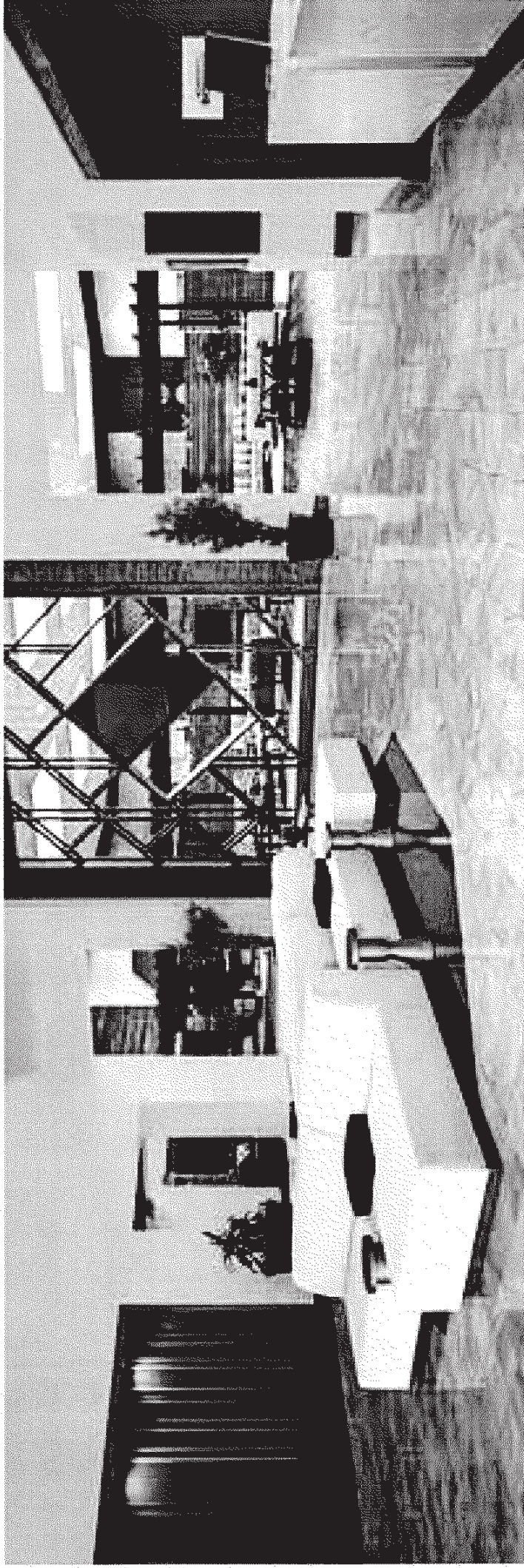
+1-512-733-6767

Thank you for booking with us, Andrea Garcia.

Wonderful awaits.

Sun, Sep 29, 2024 – Tue, Oct 01, 2024

Confirmation Number: 98667121



Check-In: Sunday, September 29, 2024

04:00 PM

Number of rooms

1 Room

Guests per room

1 Adult

Guarantee Method

Credit Card Guarantee, Master Card

Total for Stay (all rooms)

320.70 USD

Room 1

Room Type >

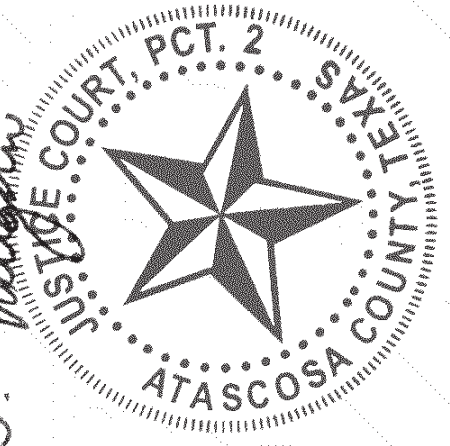
Guest Room

Guaranteed Requests:

None

ALL REQUESTS >

Waynes Vaughan
9/16/24



Modify or Cancel Reservation



Austin Marriott North

📍 2600 La Frontera Boulevard Round Rock,
Texas 78681 USA

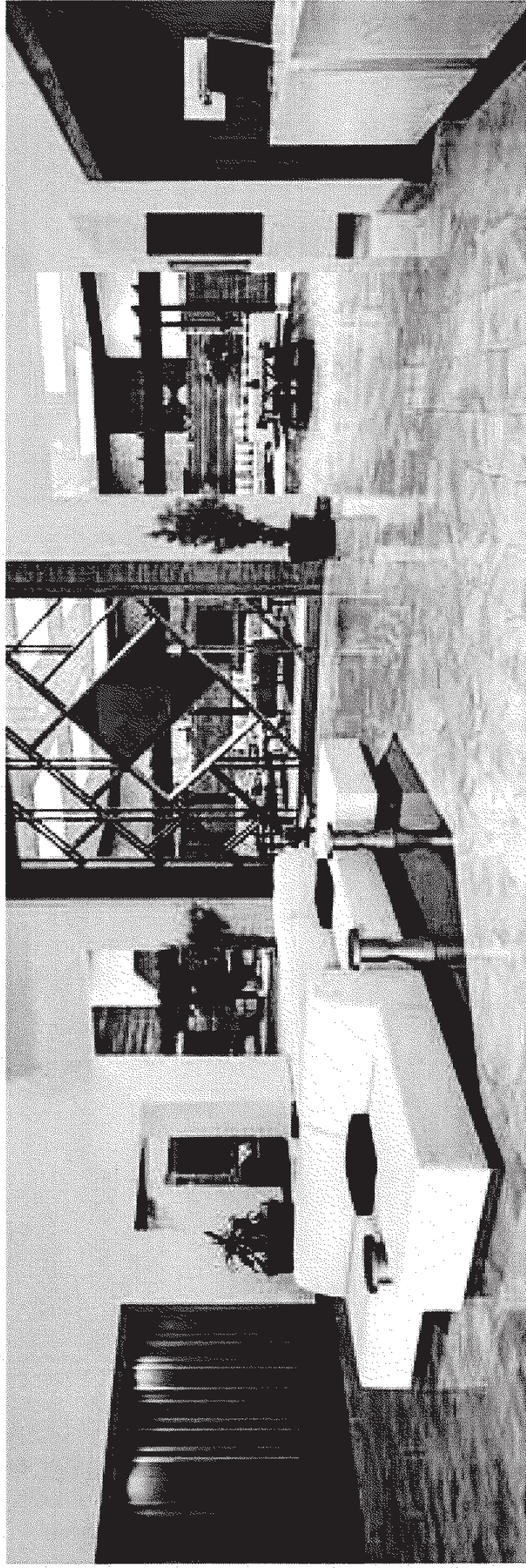


+1-512-733-6767

Thank you for booking with us, Belinda Estrada.

Wonderful awaits.

Sun, Sep 29, 2024 – Tue, Oct 01, 2024
Confirmation Number: 98651211



Check-In: Sunday, September 29, 2024

04:00 PM

Number of rooms

1 Room

Guests per room

2 Adults

Guarantee Method

Credit Card Guarantee, Master Card

Total for Stay (all rooms)

320.70 USD

Room 1

Room Type >

Guest Room

Guaranteed Requests:

None

ALL REQUESTS >

Waynes. Vaughan
9/16/24



Modify or Cancel Reservation

AGENDA REQUEST (GENERAL)

Agenda Item 11.

Meeting Date: 09/23/2024
Item Title: Notice of Election
Submitted For: Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Discuss and/or take appropriate action to approve and sign the Notice of Election and then publish in the October 9th edition of the Pleasanton Express Newspaper.



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Sheriff Soward:

Discuss and/or take appropriate action concerning personnel:

New Employee:

Yancy Baez

Position:

Corrections Officer

Pay Rate:

Tier 3: \$47,000.00 Annually, \$120.00 Uniform,
\$150.00 Holiday, 171 Fluctuating, 90-Day
County Probation, 1-Year Agency Probation

Salary Budget Area:

012-442-562

Start Date:

09/23/2024 9:00am

Physical:

pending

Drug Test:

pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

New Employee:

Andrew Reichenbacher

Position:

Maintenance Technician

Pay Rate:

Tier 2: \$50,000.00 Annually; 40 hours; \$120.00

Uniform, 90-day County Probation, 1-Year Agency Probation

Salary Budget Area:

[012-442-568](tel:012-442-568)

Start Date:

10/01/2024

Physical:

pending

Drug Test:

pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

New Employee:

Madeline Romo

Position:

Corrections Officer

Pay Rate:

Tier 3: \$47,000.00 Annual, 171 Fluctuating, \$120.00
Uniform,, \$150.00 Holiday, 90-Day County
Probation, 1-Year Agency Probation

Salary Budget Area:

012-442-562

Start Date:

09/23/2024 9:00 a.m.

Physical:

Complete

Drug Test:

Complete

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 09/23/2024
Item Title: Purchase of Leer Commercial Work-Top Camper Shell
Submitted For: David Soward, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Soward: Discuss and/or take appropriate action of the purchase of Leer Commercial Work-Top Camper Shell. In accordance with Art. 59.06 (d) (4) (A) of the Code of Criminal Procedure, Sheriff David Soward hereby requests approval to pay for the purchase of a Leer Commercial Work-Top Camper Shell for New CID Pick-Up Truck from Alamo City Uresti Camper Sales for the amount of \$4,633.24 from the Sheriff's Chapter 59 forfeited funds. Commisioner's Court approval needed due to Sheriff Soward not being on the ballot in the General Election.

ATTACHMENTS

Camper Shell Quote



ALAMO CITY'S URESTI CAMPER SALES *
& TRUCK SPECIALTIES LLC "SOUTH"
13070 IH 35 SOUTH
VON ORMY, TEXAS 78073-0000
(210) 623-2411
FAX (210) 623-2725

On Hold No: 32651
Date: 09/13/24

Page: 1

Sold To: Atascosa County Sheriff's Offi
1108 Cambel Ave.
Jourdanton, TX 78026

Customer No: 81770
Phone No: 830-769-3434
Phone #2:

Ship To: Max Peralta 830-769-3434
1108 Cambel Ave.
Jourdanton, TX 78026

Cust. Order #:

Salesperson: #15 - CHRISTINA

Product Code	Item Description	Qty	Unit Price	Amount
	PO# 23989 2024 Silverado CC 1500 5.8ft w/multi tailgate GBA Jet Black VIN# 3GCUDFED5RG400469			
100RCC FS SB 2024	Leer Commercial Work Top, Base	1	2886.74	2886.74
	**Standard Features: -Commercial Cap Structural Reinforcement -Fiberglass Base rails -Radius Fixed Front Window -Solid sides (No Windows) -Recessed dark tint rear door with double T-Handles -Interior headliner -Interior Dome Light -Recessed LED Third Brake Light -Limited 5 year color and structure warranty			
INSTALL 180CC 100RCC	Clamp on Leer Cap w/Lights	1	130.00	130.00
CLAMP KIT S/B	G1 Cap Clamp Kit (4)	1	40.00	40.00
FREIGHT (LEER)	Truck Cap Shipping and Handlin	1	0.00	0.00
Leer Camper Option::	100RCC & 180CC	1	0.00	0.00
100RCC SIDE OPT.	Door; Painted Access; Passenge	1	344.00	344.00
	w/ SS T-Handle			
100RCC SIDE OPT.	Door; Painted Access; Driver's	1	344.00	344.00
	SS T-Handles			
100RCC INTERIOR OPT.	Headliner, Dark Charcoal Grey	1	0.00	0.00
100RCC REAR DOOR OPT	Recessed; Tinted Glass w/Doubl	1	0.00	0.00
	T-Handles Standard			
CC TOOLBOX OPT	Option N Driver Side	1	286.66	286.66

(Continued on Next Page ...)



ALAMO CITY'S URESTI CAMPER SALES *
& TRUCK SPECIALTIES LLC "SOUTH"
13070 IH 35 SOUTH
VON ORMY, TEXAS 78073-0000
(210) 623-2411
FAX (210) 623-2725

On Hold No: 32651
Date: 09/13/24

Page: 2

Sold To: Atascosa County Sheriff's Offi
1108 Cambel Ave.
Jourdanton, TX 78026

Customer No: 81770
Phone No: 830-769-3434
Phone #2:

Ship To: Max Peralta 830-769-3434
1108 Cambel Ave.
Jourdanton, TX 78026

Cust. Order #:

Salesperson: #15 - CHRISTINA

Product Code	Item Description	Qty	Unit Price	Amount
CC TOOLBOX OPT	Option F Passenger Side	1	344.00	344.00
CC INTERIOR LIGHT	Option F 2-20" LightBar & 2-40	1	207.84	207.84
CC INTERIOR LIGHT	Option Light Installation	1	50.00	50.00
*SERIAL NUMBER:	Number:	1	0.00	0.00
*LEER Warranty	*Please register your Leer product at www.Leer.com for warranty	1	0.00	0.00
* DELIVERY	Times Subject to Change	1	0.00	0.00
* Special Order	No Cancellations/Refunds	1	0.00	0.00

X: _____

Sub-Total:	4633.24
:	
Shipping:	0.00
Tax [0]:	EXEMPT *
<hr/>	
Total:	4633.24

*No Cancellation on Special Orders
20% Restocking Fee on All
Approved Returns or Cancellations

Amount Paid:	0.00
Amount Due:	4633.24
Change:	0.00

**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

Meeting Date: 09/23/2024
Item Title: Minutes for July 2024
Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action to Approve Commissioners' Court
Minutes for July 2024

Recommendation/Action Requested and Justification

Request approval of the Commissioners' Court Minutes for July 2024

AGENDA REQUEST (GENERAL)

Agenda Item 15.

Meeting Date: 09/23/2024
Item Title: Exception - Escobar E. Gates Valley
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception request for the Escobar Family on E Gates Valley Dr. in Precinct 1.

ATTACHMENTS

Escobar - Survey
Escobar - Meets and Bounds
Escobar - Deed
Escobar - Registration for Division of Land
Escobar - Certificate

E. GATES VALLEY ROAD

PROPERTY
CORNER BEARS
S 28°34'02" W, 0.39'
FROM CENTER OF
4" WOOD FENCE POST

(S 61°52'22" E)
S 61°25'58" E 102.00'

EDGE OF ASPHALT

S 61°25'58" E 1939.84'
(S 61°52'22" E)

SCALE: 1"=50'

NOTE:
BEARINGS SHOWN HEREON ARE BASED ON ACTUAL GPS
OBSERVATIONS, TEXAS STATE PLANE COORDINATES,
SOUTH CENTRAL ZONE, GRID.

NOTE:
NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

NOTE:
THE SIGNING SURVEYOR WAS NOT PROVIDED A CURRENT
TITLE COMMITMENT AND THERE MAY BE EASEMENTS,
RIGHTS OF WAY OR OTHER INSTRUMENTS OF RECORD
WHICH MAY AFFECT THIS PROPERTY WHICH ARE NOT
SHOWN ON THE FACE OF THIS SURVEY.

JOE ESCOBAR, ET UX
REMAINDER OF 17.22 ACRES
VOL. 262, PG. 93

SUBJECT TRACT
51,561 SQ. FT.
1.184 ACRES
(VACANT)

JOE ESCOBAR, ET UX
REMAINDER OF 17.22 ACRES
VOL. 262, PG. 93

N 28°16'06" E 505.52'

S 28°16'06" W 505.49'

POINT OF
COMMENCEMENT

(N 61°52'22" W)
N 61°27'05" W 827.87'

C.M.

POINT OF
BEGINNING

N 61°27'05" W 102.00'
(N 61°52'22" W)

(N 61°52'22" W)
N 61°27'05" W 439.91'

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:

JOE M. MOODY, ET AL
52.55 ACRES
DOCUMENT NO. 213369



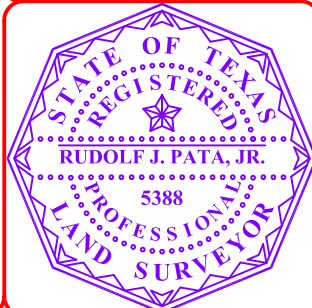
FLOOD ZONE INTERPRETATION: IT IS THE
RESPONSIBILITY OF ANY INTERESTED PERSONS TO
VERIFY THE ACCURACY OF FEMA FLOOD ZONE
DESIGNATION OF THIS PROPERTY WITH FEMA AND
STATE AND LOCAL OFFICIALS, AND TO DETERMINE
THE EFFECT THAT SUCH DESIGNATION MAY HAVE
REGARDING THE INTENDED USE OF THE
PROPERTY. The property made the subject of
this survey appears to be included in a FEMA
Flood Insurance Rate Map (FIRM), identified as
Community No. 48013C, Panel No. 0200 C,
which is Dated 11/04/2010. By scaling from
that FIRM, it appears that all or a portion of
the property may be in Flood Zone(s) X.
Because this is a boundary survey, the surveyor
did not take any actions to determine the Flood
Zone status of the surveyed property other than
to interpret the information set out on FEMA's
FIRM, as described above. THIS SURVEYOR DOES
NOT CERTIFY THE ACCURACY OF THIS
INTERPRETATION OF THE FLOOD ZONES, which
may not agree with the interpretations of FEMA
or State or local officials, and which may not
agree with the tract's actual conditions. More
information concerning FEMA's Special Flood
Hazard Areas and Zones may be found at
<https://msc.fema.gov/portal>.

Property Address:
65 E. GATES VALLEY ROAD

Property Description:
BEING 1.184 ACRES OF LAND, MORE OR LESS, OUT OF THE THEODORE
WEHNING SURVEY NO. 1050, ABSTRACT 910, ATASCOSA COUNTY, TEXAS, AND
BEING OUT OF THAT CERTAIN 17.22 ACRES CONVEYED TO JOE ESCOBAR, ET UX
DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 262, PAGE 93, OFFICIAL
PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS; SAID 1.184 ACRES BEING MORE
PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

Owner:
T.B.D.

I, RUDOLF J. PATA, JR., Registered Professional Land
Surveyor, State of Texas, certify that the above plat
represents an actual survey made on the ground under
my supervision, and that my professional opinion is
that there are no discrepancies, conflicts, shortages in
area or boundary lines, or any encroachment or
overlapping of improvements, except as may appear
herein, to the best of my knowledge and belief.



RUDOLF J. PATA, JR.
Registered Professional Land Surveyor
Texas Registration No. 5388



LEGEND
▲ = CALCULATED POINT
● = FOUND 1/2" IRON ROD
○ = SET 1/2" IRON ROD CAPPED WALS
() = RECORD INFORMATION
C.M. = CONTROLLING MONUMENT
—E— = OVERHEAD ELECTRIC
—X— = WIRE FENCE

DWG: AJS RVD: RJP

G.F. NO. N/A

JOB NO. 126678

TITLE COMPANY: N/A

DATE: 07/25/2024

METES AND BOUNDS

Being 1.184 acres of land, more or less, out of the Theodore Wehening Survey No. 1050, Abstract 910, Atascosa County, Texas, and being out of that certain 17.22 acres conveyed to Joe Escobar, et ux described in Warranty Deed recorded in Volume 262, Page 93, Official Public Records, Atascosa County, Texas, said 1.184 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of said Escobar 17.22 acres, same being the northwest corner of the Joe M. Moody, et al 52.55 acres (Document No. 213369), and on the East line of State Highway 16, same also being the **POINT OF COMMENCEMENT**;

THENCE along the line common to said Escobar 17.22 acres and said Moody 52.55 acres, South 61 degrees 27 minutes 05 seconds East (called South 61 degrees 52 minutes 22 seconds East), a distance of 827.87 feet to a 1/2-inch iron rod capped WALS set for the southwest corner of this 1.184 acres, same being the **POINT OF BEGINNING**;

THENCE severing said Escobar 17.22 acres, North 28 degrees 16 minutes 06 seconds East, a distance of 505.52 feet to a 1/2-inch iron rod capped WALS set for the North corner of this 1.184 acres, same being on the northeast line of said Escobar 17.22 acres, and on the southwest Right-of-Way of E. Gates Valley Road;

THENCE along the southwest Right-of-Way of said E. Gates Valley Road, South 61 degrees 25 minutes 58 seconds East (called South 61 degrees 52 minutes 22 seconds East), a distance of 102.00 feet to a point, from which a 4-inch wood fence post bears North 28 degrees 34 minutes 02 seconds East, a distance of 0.39 feet, said point being the northeast corner of this 1.184 acres;

THENCE severing said Escobar 17.22 acres, South 28 degrees 16 minutes 06 seconds West, a distance of 505.49 feet to a 1/2-inch iron rod capped WALS set for the South corner of this 1.184 acres, same being on the southwest line of said Escobar 17.22 acres, and on the northeast line of said Moody 52.55 acres;

THENCE along the line common to this 1.184 acres and said Moody 52.55 acres, North 61 degrees 27 minutes 05 seconds West (called North 61 degrees 52 minutes 22 seconds West), a distance of 102.00 feet to the **POINT OF BEGINNING**, and containing 1.184 acres of land, more or less

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings Shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.



Rudolf J. Pata, Jr.
Registered Professional Land Surveyor
Texas Registration No. 5388
July 25, 2024



2004 FEB -6 AM 8:34 (3)

BOOK 262 PAGE 93

LAQUITA HAYDEN
ATASCOSA COUNTY CLERKBY *[Signature]* DEPUTY

#1300 Pd

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

WARRANTY DEED

Date: January 15, 2004, but effective as of October 8, 2001

Grantor: DOROTHY R. CAMPBELL, a widow, Individually and as Independent Executrix of the Last Will and Testament of JOHN A. CAMPBELL, Deceased, who passed away on March 27, 1995, and whose Will was probated in the County Court of Polk County, Texas

Grantor's Mailing Address: 983 Old Providence Rd., Livingston, Polk County, TX 77351

Grantee: JOE ESCOBAR and wife, IRENE ESCOBAR, an undivided one-half (1/2) interest and ANITA HERNANDEZ RAMOS, formerly ANITA H. PEREZ, an undivided one-half (1/2) interest

Grantee's Mailing Address: P.O. Box 803, Poteet, Atascosa County, TX, 78065, and 185 Gates Valley Rd., Poteet, Atascosa County, TX 78065

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration and the payment in full by Grantee to Grantor of all of the sums due on that certain Contract of Sale dated March 27, 1991, by and between Grantor's and Aureliano B. Perez, Jr., et al, of record in Vol. 835, p. 524, Deed Records, Atascosa County, Texas.

Property:

BEING 17.22 acres of land, more or less, out of the Theodore Wehening Survey No. 1050, Abstract No. 910, Atascosa County, Texas, and out of a 34.45 acre tract of land recorded in Vol. 437, p. 297 of the Deed Records of Atascosa County, Texas; said 17.22 acre tract being the same property more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes and the same property more particularly described in Warranty Deed dated June 28, 1986, executed by Alma Joyce Jones, to Dorothy McFadden Campbell of record in Vol. 756, p. 388, Deed Records, Atascosa County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- For Grantor and Grantor's successors, a reservation of all of the oil, gas, and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.
- Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and 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 to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

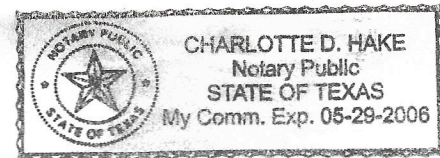
[Signature]
DOROTHY R. CAMPBELL, Individually and as Independent
Executrix of the Estate of JOHN A. CAMPBELL, Deceased

THE STATE OF TEXAS :

This instrument was acknowledged before me on *February* 3, 2004, by DOROTHY R. CAMPBELL, Individually and as Independent Executrix of the Estate of JOHN A. CAMPBELL, Deceased.

Charlotte D. Hake

NOTARY PUBLIC, STATE OF TEXAS



PREPARED IN THE LAW OFFICE OF:

Edward E. Haverlah
211 N. Main
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Joe Escobar, et al
P.O. Box 803
Poteet, TX 78065

FIELD NOTES
17.22 ACRES

BEING 17.22 ACRES OF LAND OUT OF THE THEODORE WEHNING SURVEY NO. 1050. ABSTRACT NO. 910, ATASCOSA COUNTY, TEXAS AND OUT OF A 34.45 ACRE TRACT OF LAND RECORDED IN VOLUME 437, PAGES 297-298, DEED RECORDS. ATASCOSA COUNTY, TEXAS. SAID 17.22 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the south line of Gates Valley Road for the northeast corner of this tract. Said northeast corner being N 61° 52' 22" W, 1485.20 feet from the northeast corner of the 34.45 acre tract.

THENCE S 29° 25' 48" W, 505.32 feet to a point in the south line of the 34.45 acre tract for the southeast corner of this tract.

THENCE N 61° 52' 22" W, 1370.09 feet along the south line of the 34.45 acre tract to a iron pin on the east line State Highway No. 16 for the southwest corner of this tract and the southwest corner of the 34.45 acre tract.

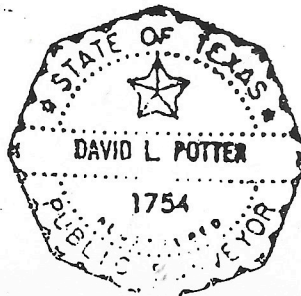
THENCE N 04° 43' 00" E, 550.50 feet along the east line of State Highway No. 16 to a fence corner at the southeast corner of the intersection of State Highway No. 16 and Gates Valley Road for the northwest corner of this tract and the northwest corner of the 34.45 acre tract.

THENCE S 61° 52' 22" E, 1600.31 feet along the south line of Gates Valley Road to the POINT OF BEGINNING.

Based on a survey of the 34.45 acres on March 29, 1976 A. D.

David L. Potter

David L. Potter
Registered Public Surveyor
Atascosa County Surveyor
P. O. Box 90
Jourdanton, Texas 78026
512-769-3709



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.

Exhibit "A"

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the OPR records of Atascosa County, Texas stamped hereon by me.

RECORDING DATE
FEB -9 2004



LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas
By *B. Guerrero* Deputy



Registration for Division of Land in Atascosa County

Joe Escobar,
Irene Escobar,
Anita Ramos, am the owner of the attached filed division of land located at
105 E. Gates Valley Rd Poteet Tx 78065 (legal description). I have had the division of
land reviewed by the Rural Development Office and they have determined the division of land is excepted
from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described
in the filed plat description are subject to all on-site wastewater permit requirements and other
development permit requirements of Atascosa County and further division of the land will need to be
submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a
Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

- | | | |
|---|--|--|
| <input type="checkbox"/> Agricultural Use | <input checked="" type="checkbox"/> Family | <input type="checkbox"/> 10+ Acres |
| <input type="checkbox"/> Veterans Land Board | <input type="checkbox"/> State Agency | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner | |

Date: 08-29-24

Signature:

Joe R Escobar Irene H Escobar Anita Ramos

Printed Name:

Joe R Escobar Irene H Escobar Anita Ramos



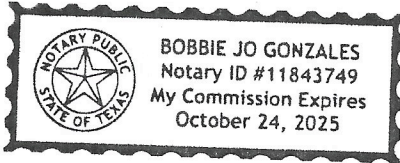
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

Joe Escobar, Irene Escobar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

Anita Ramos
GIVEN under my hand and seal of office this August 29, 2024.



[Signature]
Notary Public, in and for
State of Texas

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 1.184 acres out of 17.22 acres, more or less, described in a Warranty Deed, Book 262, Page 93, Official Public Records, Atascosa County, Texas, and being currently owned by Joe & Irene Escobar and Anita Hernandez Ramos, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 09/23/2024
Item Title: Subdivision - Huizar-Guerrero Addition
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

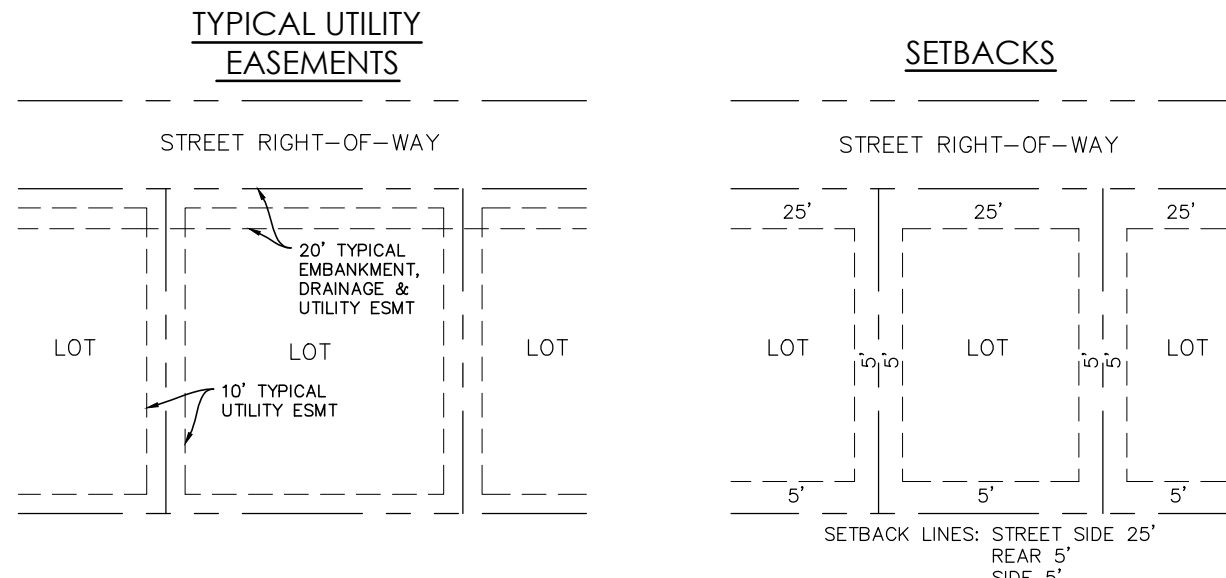
Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Huizar-Guerrero Addition Subdivision on FM 1784 in Precinct 1.

ATTACHMENTS

Plat - Huizar-Guerrero Addition



- LEGEND**
- N.T.S.
OPR
DR
VOL.
PG.
ESMT
- = NOT TO SCALE
= OFFICIAL PUBLIC RECORDS
= DEED RECORDS
= VOLUME
= PAGE
= EASEMENT
- = FOUND 1/2" IRON ROD, #6386 CAP
⊙ = SET 1/2" IRON ROD "AMERISURVEYORS" CAP
- == PROPERTY BOUNDARY
= LOT LINE
= EASEMENT LINE
= ADJOINING PROPERTY LINE
- - - - - 450' - - - - -
= 2' LIDAR CONTOUR

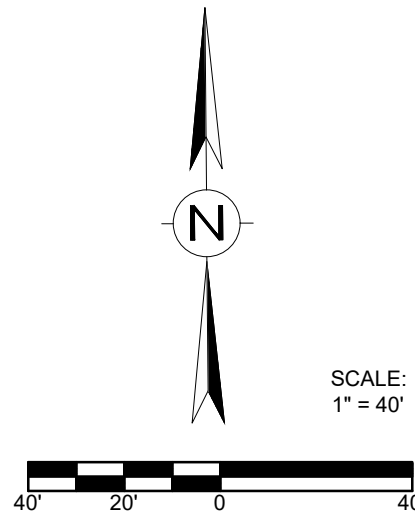


- UTILITY NOTES**
- ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC.
 - WATER SERVICE PROVIDED BY MCCOY WSC.
 - ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
 - NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
 - EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.

- TXDOT NOTES**
- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
 - IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT. PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY, LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE DIRECTED BY TXDOT.
 - ACCESS POINT AS SHOWN ON THE PLAT ADJACENT TO FM-1784 IS THE ONLY APPROVED LOCATION FOR A RESIDENTIAL DRIVEWAY.
 - DEVELOPER IS RESPONSIBLE FOR COORDINATING ALL UTILITY INSTALLATIONS TO ENSURE THAT POLES, METERS, ETC. ARE NOT INSTALLED IN THE APPROVED DRIVEWAY LOCATIONS. ANY UTILITY MOVEMENT IN CONFLICT WITH APPROVED DRIVEWAY LOCATIONS WILL BE AT THE COST OF THE DEVELOPER.

**PLAT
ESTABLISHING
HUIZAR-GUERRERO ADDITION**

**BEING A TOTAL OF 2.005 ACRES OF LAND, LYING IN
THE B. KELLOGG SURVEY NO. 1392, ABSTRACT NO.
516, ATASCOSA COUNTY, TEXAS, BEING THE SAME
2.00 TRACT DESCRIBED IN A GIFT DEED RECORDED IN
DOCUMENT NO. 208910, OFFICIAL PUBLIC RECORDS
OF ATASCOSA COUNTY, TEXAS.**



DATE OF PREPARATION: SEPTEMBER 2024

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

- THE SUBDIVISION IS LOCATED IN THE PLEASANTON ISO.
- CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
- THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
- NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
- THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
- NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
- WATER SERVICE PROVIDED TO HUIZAR-GUERRERO ADDITION BY MCCOY WATER SUPPLY CORPORATION.
- THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 2125 FM 541, MCCOY, TX 78111. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
- ELECTRIC SERVICE PROVIDED TO THE HUIZAR-GUERRERO ADDITION BY KARNES ELECTRIC.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
- THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 4801300225C EFFECTIVE NOVEMBER 4, 2010.
- NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
- ALL LOTS HAVE BEEN DESIGN IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
- ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF AND ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
- ANY CHANGE OF LAND USE FROM SINGLE FAMILY RESIDENTIAL WILL REQUIRE THE SUBMITTAL OF AN ENGINEERING ANALYSIS TO ATASCOSA COUNTY FOR REVIEW AND APPROVAL.
- PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND DESIGNED BY REGISTERED SANITARIAN.

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS (1)	18"
NOTE: LOW WATER XING MAY NOT IMPDE FLOW	

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	1			X
2.5-10 AC	0			
> 10 AC	0			
TOTAL	1			

PROPERTY INFORMATION
PROPERTY ID: 221164
LEGAL ACRES: 2.00 AC
LEGAL DESC.: ABS A00516
B KELLOGG SV-1392

PLAT INCLUDES (0) LF OF STREET.
PLAT INCLUDES (0) SF OF
RIGHT-OF-WAY.

STATE OF TEXAS
COUNTY OF ATASCOSA

I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND FLOODPLAIN MANAGEMENT ORDINANCES ADOPTED BY ATASCOSA COUNTY, TEXAS.

PRELIMINARY

LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF WILSON

I, ROBERT W. JOHNSTON, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF ATASCOSA COUNTY, TEXAS.

PRELIMINARY

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBERT W. JOHNSTON, R.P.L.S. #5579
AMERISURVEYORS, PO BOX 160369, SAN ANTONIO, TX 78280
210-572-1995

STATE OF TEXAS
COUNTY OF ATASCOSA

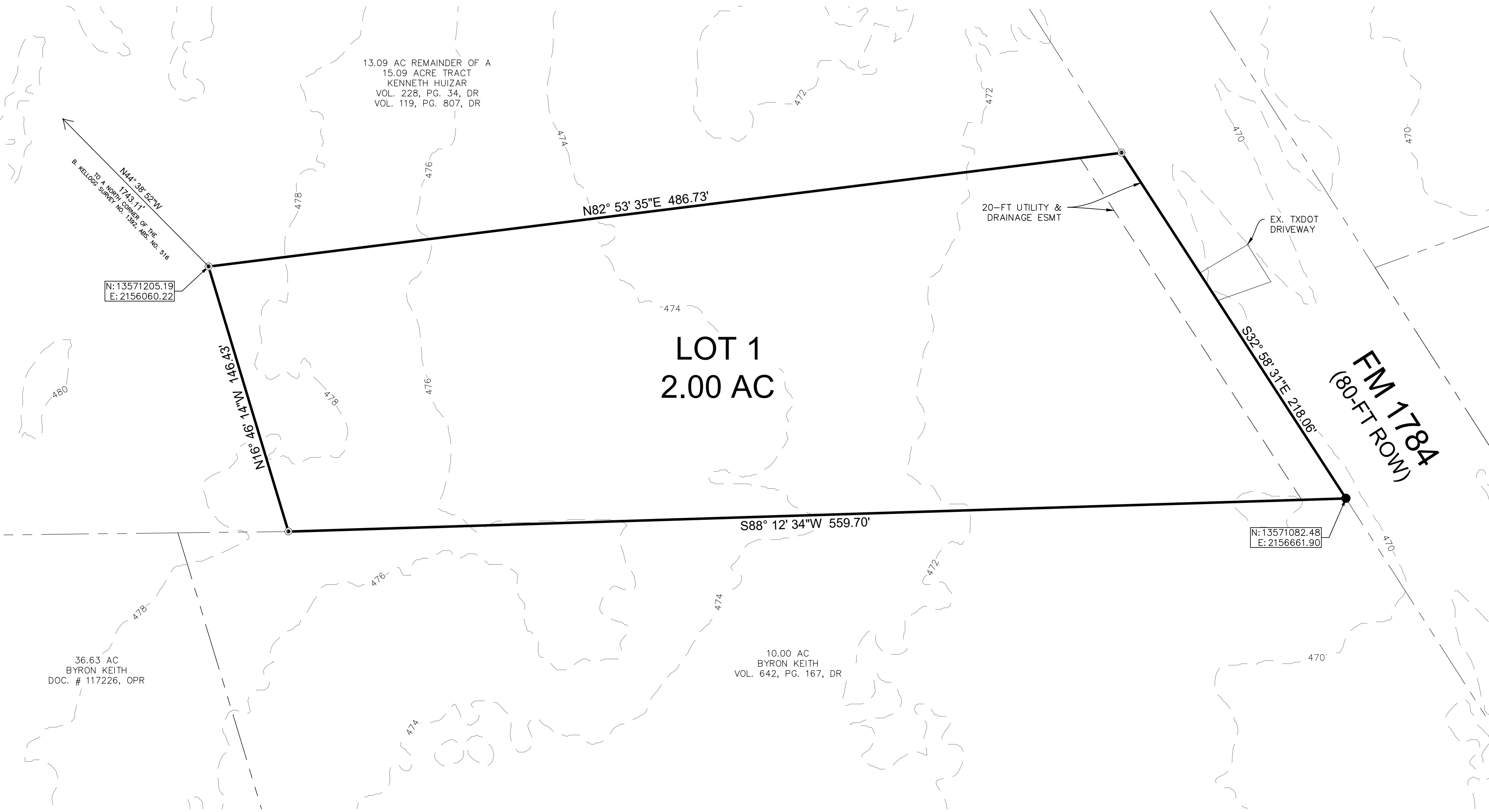
THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNERS
ERNESTO & PEGGY SUE GUERRERO
4045 FM 1784
PLEASANTON, TX 78064
(210)264-7321

OWNER: ERNESTO GUERRERO

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 .

NOTARY PUBLIC



SHEET 1 OF 1

**RL BACA
ENGINEERING**

TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 24-154

STATE OF TEXAS
COUNTY OF ATASCOSA

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNERS
ERNESTO & PEGGY SUE GUERRERO
4045 FM 1784
PLEASANTON, TX 78064
(210)264-7321

OWNER: PEGGY SUE GUERRERO

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 .

NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

ALL REQUIREMENTS OF THE SUBDIVISION ORDER CURRENTLY IN EFFECT HAVE BEEN MET. ACCORDING TO MY BEST KNOWLEDGE AND BELIEF, AND THIS PLAT IS APPROVED FOR FINAL SUBMISSION.

ASSISTANT COUNTY ATTORNEY - TRENT ROWELL

CERTIFICATE OF THE PRECINCT COMMISSIONER

I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SUBDIVIDED ACCORDING TO THE PLAT TO WHICH THIS CERTIFICATE IS PRESENTED, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID PLAT AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE PLAT FOR FINAL APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS ____ DAY OF _____, 2024 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - ELISEO PEREZ

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

AGENDA REQUEST (GENERAL)

Agenda Item 17.

Meeting Date: 09/23/2024
Item Title: Exception - Van Hecke Gray Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Van Hecke/Deray Family on Gray Rd in Precinct 2.

ATTACHMENTS

Van Hecke Deed
Van Hecke Survey
Van Hecke Registration
Van Hecke - Certificate

or all of the following information from any instrument that transfers property before it is filed for record in the public records: your Social Security number or your driver's license number.

EXECUTOR'S DEED

Date: October 18, 2023

Grantor: VICKI SUE NAEGELIN VAN HECKE, as Independent Executor of the Estate of MICHAEL GEORGE NAEGELIN, Deceased, whose address is: 1508 Naegelin Road, Lytle, Texas 78052

Grantee: VICKI SUE VAN HECKE, as her sole and separate estate, whose address is: 1508 Naegelin Road, Lytle, Texas 78052

Consideration:

In fulfillment of the terms of the Last Will and Testaments of MICHAEL GEORGE NAEGELIN, which was admitted in Cause No. 8429, County Court, Atascosa County, Texas, the Estate of MICHAEL GEORGE NAEGELIN to which reference is here made and the terms of which appointed VICKI SUE NAEGELIN VAN HECKE as Independent Executor of said Estate with the authority to make this conveyance, upon which Grantees rely, and in fulfillment of the Family/Estate Settlement Agreement therein between and among Vicki Sue Naegelin Van Hecke, Ronald Lee Henderson, Richard Lynn Henderson, Dixie Lee Naegelin Trammell, and Marsha Naegelin Geiger.

Property (including any improvements):

A 54.77 acre tract of land being situated about 24.4 miles N 38 deg W of Jourdanton in Atascosa County, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

Reservations to Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, agricultural leases, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies,

conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any applicable water improvement or governmental district, agency, authority, etc.; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Vicki Sue Naegelin Van Hecke
VICKI SUE NAEGELIN VAN HECKE, as
Independent Executor of the Estate of MICHAEL
GEORGE NAEGELIN

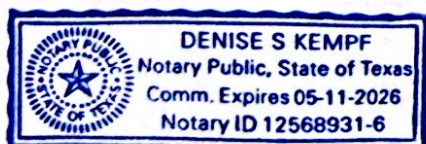
STATE OF TEXAS

)

COUNTY OF Medina

)

This instrument was acknowledged before me on this 18th day of October, 2023, by VICKI SUE NAEGELIN VAN HECKE, as the Independent Executor of the Estate of MICHAEL GEORGE NAEGELIN.



Denise S. Kempf
Notary Public, State of Texas
My commission expires: 05.11.2026

FIELD NOTES TO DESCRIBE

A 54.77 Acre Tract of land being situated about 24.4 miles N 38° W of Jourdanton in Atascosa County, Texas, being out of Survey No. 518, Abstract No. 91, Apollinarius Bohl, original grantee, and being out of a 73.2 Acre Tract as described from the Estate of Ed M. Wells to Mike G. Naegelin in deed dated December 30, 1960 and recorded in Volume 277, Page 500 of the Deed Records of Atascosa County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set 0.4 foot West of a fence in the West line of Survey No. 514 and Naegelin Road and the East line of Survey No. 518 and said 73.2 Acre Tract for the Northeast corner of a 17.44 Acre Tract (this day surveyed) and the upper Southeast corner of this tract from which a 2" iron pipe found by 3" creosote post for the Southeast corner of Survey No. 518, said 73.2 Acre Tract, and said 17.44 Acre Tract bears S 00° 20' 10" E 604.00 feet;

THENCE: S 89° 14' 38" W 1257.90 feet into said 73.2 Acre Tract to a 5/8" iron pin set for the Northwest corner of said 17.44 Acre Tract and an interior corner of this tract;

THENCE: S 00° 20' 10" E 604.00 feet to a 5/8" iron pin set for the Southwest corner of said 17.44 Acre Tract and the lower Southeast corner of this tract;

THENCE: S 89° 14' 38" W 872.35 feet along a fence with the lower North line of Survey No. 518 1/2, the North line of a 44.97 Acre Tract (5th Tract, Volume 55, Page 574, Official Public Records), and the South line of Survey No. 518 and said 73.2 Acre Tract to a 2" iron pipe found by 3" pipe post for the Northwest corner of said 44.97 Acre Tract, an angle point of an 82.18 Acre Tract (Volume 123, Page 161, Official Public Records), and the Southwest corner of Survey No. 518, said 73.2 Acre Tract, and of this tract;

THENCE: Along a fence with the upper East line of Survey No. 518 1/2 and the West line of Survey No. 518, said 73.2 Acre Tract, and of this tract as follows:

N 00° 07' 41" W 774.40 feet with the East line of said 82.18 Acre Tract to a 5/8" iron pin found by 6" pipe post for the Northeast corner of said 82.18 Acre Tract, the Southeast corner of a 70.52 Acre Tract (Document #158521, Official Public Records, described in Volume 117, Page 430, Official Public Records), and an angle point of this tract;

N 00° 08' 35" W 507.90 feet with the lower East line of said 70.52 Acre Tract to a 10" cedar post found for the Southwest corner of a 1.000 Acre Tract

54.77 Acres - Vicki Van Hecke

THENCE: N 00° 11' 33" W 208.76 feet along a fence to a 5/8" iron pin found by 8" cedar post and an I beam for the Northeast corner of said 1.000 Acre Tract and the upper Northwest corner of this tract;

THENCE: N 88° 49' 39" E 1917.22 feet along a fence with the South line of Grey Road and the North line of said 73.2 Acre Tract to a 5/8" iron pin set at the intersection of the South line of Grey Road and the West line of Naegelin Road for the Northeast corner of said 73.2 Acre Tract and of this tract;

THENCE: S 00° 20' 10" E 902.60 feet along a fence with the West line of Survey No. 514 and Naegelin Road and the East line of Survey No. 518 and said 73.2 Acre Tract to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 13th day of September 2023.

Keith Howard

Keith Howard, R.P.L.S. No. 5949

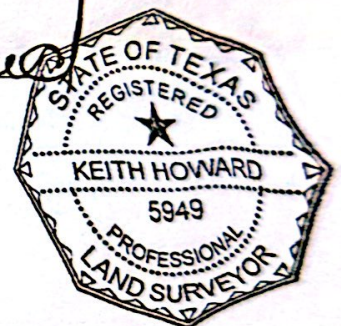
Howard Surveying

TBPELS Firm No. 10125700

402 State Hwy 173 South

Hondo, Texas 78861

(830) 426-4776



Sur. 518



FIELD NOTES TO DESCRIBE

A 3.00 Acre Tract of land being situated about 24.4 miles N 38° W of Jourdanton in Atascosa County, Texas, being out of Survey No. 518, Abstract No. 91, Apollinaris Bohl, original grantee, and being out of a 54.77 Acre Tract (surveyed September 13, 2023) as described from the Estate of Michael George Naegelin to Vicki Sue Van Hecke in deed dated October 18, 2023 and recorded in Document #237810 of the Official Public Records of Atascosa County, Texas, and being more particularly described as follows:

BEGINNING: At a 5/8" iron pin set 1.5 South of the fence in the South line of Grey Road and the North line of said 54.77 Acre Tract for the Northeast corner of this tract from which a 5/8" iron pin previously set at the intersection of the South line of Grey Road and the West line of Naegelin Road for the Northeast corner of said 54.77 Acre Tract bears N 88° 49' 39" E 1627.28 feet;

THENCE: S 00° 12' 29" E 450.62 feet into said 54.77 Acre Tract to a 5/8" iron pin set for the Southeast corner of this tract;

THENCE: S 88° 49' 51" W 290.06 feet to a 5/8" iron pin set for the Southwest corner of this tract;

THENCE: With the West line of this tract as follows:

N 00° 11' 40" W 241.84 feet to a 5/8" iron pin found by 6" cedar post for an interior corner of said 54.77 Acre Tract, the Southeast corner of a 1.000 Acre Tract (Volume 230, Page 499, Official Public Records), and an angle point of this tract;

N 00° 11' 33" W 208.76 feet along a fence to a 5/8" iron pin found by 8" cedar post and 'I' beam for the Northeast corner of said 1.000 Acre Tract, the upper Northwest corner of said 54.77 Acre Tract, and the Northwest corner of this tract;

THENCE: N 88° 49' 39" E 289.94 feet along a fence with the South line of Grey Road and the North line of said 54.77 Acre Tract to the POINT OF BEGINNING.

Bearings shown herein are from GPS observations Texas Coordinate System NAD (83).

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground, under my supervision and that to the best of my belief and knowledge they are true and correct.

This the 21st day of May 2024.

Keith Howard
Keith Howard, R.P.L.S. No. 5949

Howard Surveying
TBPELS Firm No. 10125700
402 State Hwy 173 South
Hondo, Texas 78861
(830) 426-4776





Registration for Division of Land in Atascosa County

I Vicki Van Hecke am the owner of the attached filed division of land located at 54.11 acre tract 24.4 miles N 38 degrees W (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☒ Family

☐ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner

Date:

9-11-24

Signature:

Vicki Van Hecke

Printed Name:

Vicki Van Hecke

Adopted 6/27/2022



ACKNOWLEDGMENT

STATE OF TEXAS

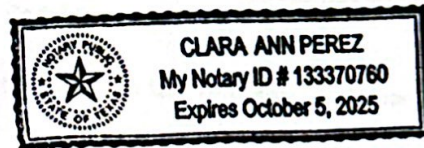
COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vicki Vanhedge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this Sept 11, 2024.

Clara A. Perez

Notary Public, in and for
State of Texas



Adopted 6/27/2022

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 3 acres out of 54.77 acres, more or less, described in a Deed, Instrument Number 237810 in the Official Public Records, Atascosa County, Texas, and being currently owned by Vicki Sue Van Hecke, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided as a family division of land. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 18.

Meeting Date: 09/23/2024
Item Title: Variance Request - Replat Lot 3 Granberg Subdivision
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan Discuss and/or take appropriate action concerning the approval/denial of the variance request from Progresso Homes LLC for the Replat of Lot 3 in the Granberg Subdivision in Precinct 2.

ATTACHMENTS

Variance Request - Replat Lot 3 Granberg
Order Approving Variance - Replat Lot 3 Granberg



NON-STANDARD PLAT/VARIANCE APPLICATION CHECKLIST

The following checklist is for the use of the applicant in ascertaining initial compliance with the Non-Standard Plat/Variance Procedures of the Atascosa County Subdivision and Development Rules and Regulations and assisting the Atascosa County Rural Development Office in processing an application under the Rules. This completed list should be presented to the Atascosa County Rural Development Office with each Application for Non-Standard Plat/Variance consideration.

The following documents shall be submitted as part of the application.

*****Incomplete applications WILL NOT be accepted.*****

- ☐ Non-Standard Plat/Variance Application – must be filled out in its entirety.
- ☒ A complete copy of deed indicating applicant's ownership of the property.
- ☒ A survey plat indicating the parent tract and the tract being created by the proposed Non-Standard Plat/Variance.
- ☐ Letter from the appropriate electric utility supplier. *N/A (3B will not require service) 3A has service*
Name of Company: CPS Energy
- ☐ Letter from the appropriate water utility supplier. *N/A (3A has service, 3B will require service) waiting on hydraulic study*
Name of Company: Benton City water
- ☒ If the tract being created by the proposed Non-Standard Plat/Variance has frontage on a state-maintained road, a statement from TxDOT indicating availability of access to property. *N/A - TxDOT letter in 1st plat submittal*
- ☒ If the property is within a subdivision, a copy of the Subdivision Covenants, Conditions and Restrictions.
- ☐ If the property is within a subdivision, but Subdivision Covenants, Conditions and Restrictions do not exist, a signed and dated statement from the applicant stating that they do not exist. *N/A*
- ☐ If the property is within a subdivision, a statement from the Home Owners Association indicating the division of the tract is not in violation of the Subdivision Covenants and Restrictions.
- ☐ If the property is within a subdivision, but a Home Owners Association (HOA) does not exist, a signed and dated statement from the applicant stating that an HOA does not exist. *N/A*



NON-STANDARD PLAT/VARIANCE APPLICATION

Non-Standard Plat/Variance approval is to be obtained by the owner of the property to be subdivided prior to selling. Therefore, the applicant is the owner of the property to be subdivided.

Date Received: _____

Commissioner Precinct #: _____

Check #: _____

1. Name of Owner: Progresso Builders, LLC
2. Address of Property to be subdivided: 101 Granberg Blvd
3. Mailing Address of Owner: 8438 Fountain Circle San Antonio TX 78229

4. Phone Number of Owner: 210-236-9444

5. Name of Alternate Contact Person: Paul Myers

6. Address of Alternate Contact Person: 10906 Laureate Drive San Antonio TX 78249

7. Phone Number of Alternate Contact Person: 930-931-1269

8. Relief Requested (Reference the specific Section/Paragraph of the current Atascosa County Subdivision and Development Rules and Regulations):

Article 8, 8.3 Minimum Lot Size Without public sewer

9. Reason for Requesting Relief

- a. What special circumstances or conditions affect the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

The existing Lot 3 has an existing home and septic sewer. The small lot being created out of Lot 3 will not have a residence requiring septic.



b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

The purpose of this is to cut out the monument
sign out of Lot 3

c. Will the granting of relief not be detrimental to the public's health, safety, and welfare?

Please explain.

Will not be detrimental to public. The purpose is
to separate the monument sign from Lot 3

d. Will the granting of relief not have the effect of preventing the orderly subdivisions of other land in the area? Please explain.

Will not affect other subdivisions or land

Applicant Signature:  Date: 9/18/24

MEALS MYERS ENGINEERING & SURVEYING LLC

DBA MEALS MYERS

10906 LAUREATE DR STE 101
SAN ANTONIO, TX 78249-0000

2697

30-9/1140

114

DATE

9/18/24

CHECK ARMOR
TRADE PROTECTION

PAY
TO THE
ORDER OF

Atascosa County

\$ 150.00

One hundred dollars and no cents

DOLLARS



Frost

www.frostbank.com

FOR

Application

[Signature]

⑈002697⑈ ⑆114000093⑆ 020772135⑈

Photo
Safe
Deposit
Details on back

Order Approving Variance

WHEREAS, the State of Texas has authorized the Commissioners Court of Texas counties, including Atascosa County, to regulate the subdivision of land pursuant to Local Government Code § 232.001 et seq.; and

WHEREAS, Atascosa County adopted the current Atascosa County Subdivision Regulations by an Order of the Atascosa County Commissioners Court; and

WHEREAS, Article XIV of the Atascosa County Subdivision Regulations provides that certain variances may be considered if they meet all criteria; and

WHEREAS, Progresso Builders LLC has formally requested a variance to the Atascosa County Subdivision Regulations regarding creation of a lot smaller than the required minimum lot size; and

WHEREAS, the adjoining lot in the subdivision has assented to this lot size.

NOW, THEREFORE, BE IT ORDERED that the Atascosa County Commissioners Court hereby grants a variance to be effective as of September 23, 2024 and recognizes this replat of this part of the subdivision. This variance does not negate any other regulations of Atascosa County, including but not limited to, OSSF regulations.

WELDON P. CUDE, County Judge

MARK GILLESPIE, Commissioner, Precinct 1

MARK BOWEN, Commissioner, Precinct 2

ELISEO PEREZ, Commissioner, Precinct 3

KENNARD "BUBBA" RILEY, Commissioner, Precinct 4

Attest: _____

Theresa Carrasco, County Clerk
Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 09/23/2024
Item Title: Exception - Mitchell Hickman Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Mitchell/Quiles Family on Hickman Rd in Precinct 2.

ATTACHMENTS

Mitchell - Registration
Mitchell - Deed
Mitchell - Certificate of Exception



Registration for Division of Land in Atascosa County

Karen Mitchell am the owner of the attached filed division of land located at 1525 Hickman Rd, Von Ormy 78073 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☒ Family

☐ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner

Adopted 6/27/2022



Procedures for Registration of Division of Land in Atascosa County

An Owner whose division of land is excepted from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the Atascosa County Clerk:

- ☐ A duplicate copy of the recorded conveyance instrument, with legible metes and description attached thereto.
- ☐ A survey of sketch showing the boundaries of the Lots, adjacent roads and adjacent property owners. This may be on tax parcel maps or any other map that allows County staff to clearly determine the necessary information.
- ☐ An executed registration form (provided below) to acknowledge that all Lots remain subject to the on-site wastewater rules and development permit requirements of County.
- ☐ An Certificate of Plat Exception executed by Commissioners Court

Adopted 6/27/2022



Date: 14 September 2024

Signature: K Mitchell

Printed Name: Karen Mitchell

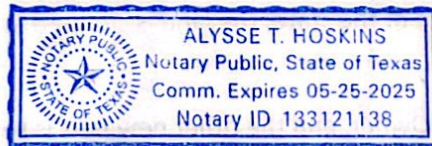
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Comal

BEFORE ME, the undersigned Notary Public, on this day personally appeared Karen Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 14 September, 2024,
Alyse T Hoskins



Notary Public, in and for
State of Texas

Adopted 6/27/2022



Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

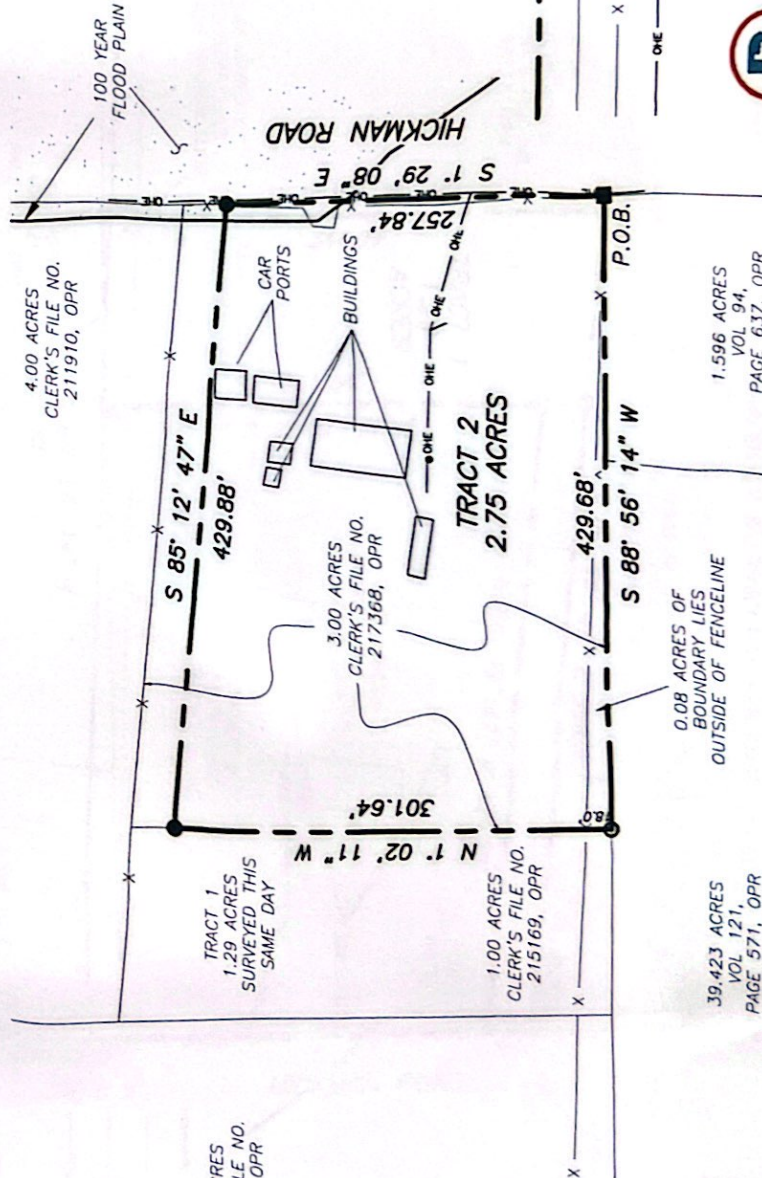
Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

Adopted 6/27/2022

EXHIBIT OF SURVEY

2.75 ACRES, CALLED TRACT 2, BEING A PORTION OF A 3.00 ACRE TRACT OF LAND, LYING IN THE G.W.M. DUCK SURVEY NO. 343, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS



1" = 100'

THE BASIS OF BEARING
ON THIS PLAT IS GRID
NORTH, TEXAS STATE
PLANE COORDINATE
SYSTEM, NAD 83 (2011),
SOUTH CENTRAL ZONE

LEGEND

- Set 5/8 inch steel rod monument
with cap stamped Rakowitz
Engineering & Surveying
- Found 1/2 inch steel rod monument
- Found fence corner post
- Boundary line
- Adjoiner
- Barbed wire fence
- Overhead electric



RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm E-9155
Texas Registered Surveying Firm 101012-00
830-281-4060

Date of survey: September 9, 2024

Job No. 24-3376

Prepared for:
Kristina Gullies

REFERENCES:

DEED: Clerk's File No. 215169, OPR
Clerk's File No. 217368, OPR
Flood plain panel #48013C0075C
Issued date: 11-04-2010



Richard Pollok

THIS SURVEY WAS DONE WITHOUT THE
BENEFIT OF A TITLE COMMITMENT,
VISIBLE ENCROACHMENTS ARE SHOWN

I, Richard Pollok, being a Registered
Professional Land Surveyor, registered in
the State of Texas, do hereby certify that
this plat was prepared from an actual
survey done by me or under my direct
supervision, and that to the best of my
knowledge and belief it is a true and
correct representation of said survey.

EXHIBIT OF SURVEY

1.29 ACRES, CALLED TRACT 1, BEING ALL OF A 1.00 ACRE TRACT OF LAND, AND A PORTION OF A 3.00 ACRE TRACT OF LAND, LYING IN THE G.W.M. DUCK SURVEY NO. 343, ABSTRACT NO. 200, ATASCOSA COUNTY, TEXAS

Prepared for:
Kristina Quiles

REFERENCES:

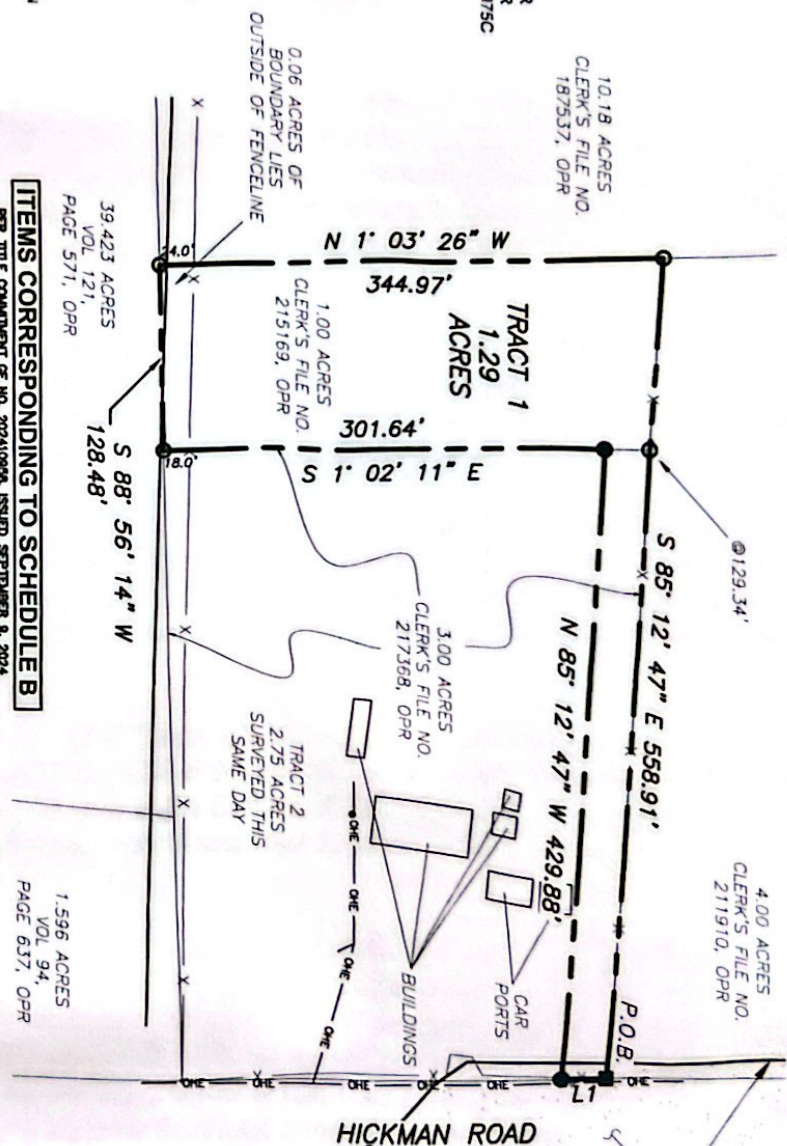
DEED: Clerk's File No. 215169, OPR
Clerk's File No. 217368, OPR
Flood plain panel #48013C0075C
Issued date: 11-04-2010



Richard Pollok

THIS SURVEY WAS DONE WITH THE
BENEFIT OF A TITLE COMMITMENT.
VISIBLE ENCROACHMENTS ARE SHOWN

I, Richard Pollok, being a Registered
Professional Land Surveyor, registered in
the State of Texas, do hereby certify that
this plat was prepared from an actual
survey done by me or under my direct
supervision, and that to the best of my
knowledge and belief it is a true and
correct representation of said survey.



ITEMS CORRESPONDING TO SCHEDULE B
PER TITLE COMMITMENT OF NO. 202410904, ISSUED SEPTEMBER 9, 2024

- g. ELECTRIC LINE RIGHT OF WAY AGREEMENT, RECORDED AT VOL. 445, PAGE 415, DEED RECORDS, ATASCOSA COUNTY, TEXAS. THIS ITEM IS NON-PLOTTABLE.
- k. RIGHT OF WAY EASEMENT, RECORDED AT VOL. 52, PAGE 40, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS. THIS ITEM IS NON-PLOTTABLE.

1.596 ACRES
VOL. 94,
PAGE 637, OPR

Line Table		
Line #	Length	Direction
L1	30.18	S 1° 29' 08"E

1" = 100'



THE BASIS OF BEARING
ON THIS PLAT IS GRID
NORTH, TEXAS STATE
PLANE COORDINATE
SYSTEM, NAD 83 (2011),
SOUTH CENTRAL ZONE

LEGEND

- Set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying
- Found 1/2 inch steel rod monument
- Found fence corner post
- Boundary line
- Adjainer
- Barbed wire fence
- Overhead electric

RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm F-9135
Texas Registered Surveying Firm 101812-00
850-381-4600

Date of survey: September 9, 2024
Job No. 24-3376

When recorded, mail to:
Panorama Mortgage Group, LLC dba Alterra Home Loans C/O DocProbe
Attn: Trailing Documents
1125 Ocean Avenue
Lakewood, NJ 08701
877-845-4805

This document was prepared by:
Closing Department
Panorama Mortgage Group, LLC dba Alterra Home Loans
350 So. Rampart Blvd, Suite 310
Las Vegas, NV 89145
877-845-4805

Title Order No.: 2149792-AHSA
Escrow No.: 2149792-AHSA
LOAN #: 20020996267

CASE #: 62-62-6-1517884

[Space Above This Line For Recording Data]

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.

DEED OF TRUST

MIN: 1006009-0000469923-0

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **August 31, 2021**, together with all Riders to this document.

(B) "Borrower" is **KAREN JANE MITCHELL JOINED HEREIN PRO FORMA BY MY SPOUSE, GREGORY LEN MITCHELL.**

Borrower is the grantor under this Security Instrument.

(C) "Lender" is **Panorama Mortgage Group, LLC dba Alterra Home Loans.**

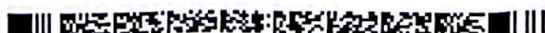
Lender is a **Limited Liability Company**,
under the laws of **Nevada**.

Lender's address is **350 S. Rampart Blvd., Suite 310, Las Vegas, NV 89145**

organized and existing

Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is **Allan B. Polunsky.**



Trustee's address is 17806 IH 10 West, Ste 450, San Antonio, TX 78257.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated August 31, 2021. The Note states that Borrower owes Lender TWO HUNDRED SEVENTY NINE THOUSAND AND NO/100 Dollars (U.S. \$279,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2051.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> V.A. Rider | |
| <input checked="" type="checkbox"/> Other(s) [specify] | | |

Manufactured Home Rider, Manufactured Home Affidavit of Affixation

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Atascosa

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 11916

which currently has the address of 1525 Hickman Rd, Von Ormy,

[Street] [City]

Texas 78073

("Property Address"):

[Zip Code]

TOGETHERWITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

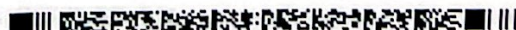
If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall



apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

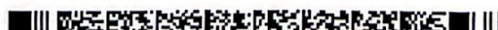
5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of



the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

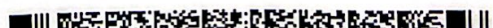
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the



insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:



(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and
 (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that



time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.



27. Purchase Money; Owelty of Partlition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:☒ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partlition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☐ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

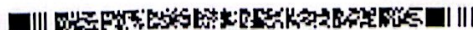
The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Karen Jane Mitchell 31 AUG 21 (Seal)
KAREN JANE MITCHELL DATE

Gregory Len Mitchell 31 AUG 21 (Seal)
GREGORY LEN MITCHELL DATE



State of TEXAS

County of ATASCOSA

Before me, Veronica Longoria, on this day personally appeared KAREN JANE MITCHELL AND GREGORY LEN MITCHELL, known to me (or proved to me on the oath of Karen Mitchell or through Gregory Mitchell) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31st day of Aug, 2021.



[Signature]
(Notary Public Signature)

Lender: Panorama Mortgage Group, LLC dba Alterra Home Loans
NMLS ID: 133739
Loan Originator: Raymundo Fuentes
NMLS ID: 873515



CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately .29 acres out of 3.003 acres, more or less, described in a Deed, Instrument Number 217369 in the Official Public Records, Atascosa County, Texas, and being currently owned by Karen Jane Mitchell, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided as a family division of land. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 20.

Meeting Date: 09/23/2024
Item Title: Exception - Finto Whitley Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Finto Family on Whitley Rd in Precinct 3.

ATTACHMENTS

Exception - Finto
Finto - Certificate



Procedures for Registration of Division of Land in Atascosa County

An Owner whose division of land is excepted from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the Atascosa County Clerk:

- ☐ A duplicate copy of the recorded conveyance instrument, with legible metes and bounds description attached thereto.
- ☒ A survey of sketch showing the boundaries of the Lots, adjacent roads and adjacent property owners. This may be on tax parcel maps or any other map that allows County staff to clearly determine the necessary information.
- ☒ An executed registration form (provided below) to acknowledge that all Lots remain subject to the on-site wastewater rules and development permit requirements of the County.
- ☐ An Certificate of Plat Exception executed by Commissioners Court



Registration for Division of Land in Atascosa County

I Davis & Kimberly Finto am the owner of the attached filed division of land located at 2140 Whitley Rd Bigfoot, TX 78005 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☒ Family

☐ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner



Date: 9/5/2024

Signature:

David Finto Kimberly Finto

Printed Name:

David Finto Kimberly Finto

ACKNOWLEDGMENT

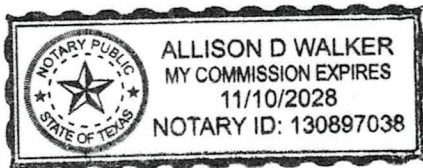
STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned Notary Public, on this day personally appeared David & Kimberly Finto, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this September 5, 2024.

Allison D Walker



Notary Public, in and for
State of Texas

DEED OF TRUST

Page 1

Loan No. : MA 810204
 Name : DAVID L. FINTO
 Assn. : SOUTHWEST FLBA OF DEVINE
 Branch : Jourdanon

Borrower's Initials DE KF

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ATASCOSA

THAT, the undersigned whether named herein or not, in or of the Counties according to their acknowledgments respectively, hereinafter called "Mortgagors," (whether one or more) including:

DAVID L. FINTO and spouse, KIMBERLY J. FINTO

execute this instrument, for and in consideration of the sum of Ten Dollars in hand paid by Arnold R. Henson, Trustee, of Austin, Travis County, Texas, whose address is Post Office Box 15919, Austin, Texas 78761, the receipt whereof is hereby acknowledged, and the further consideration, uses, purposes and trust herein set forth and declared, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Trustee herein named, and to his successors and substitutes in the trust hereby created, all of the following described real estate situated in:

ATASCOSA County(ies), Texas, containing 157.540 acres, more or less, and consisting of the following surveys and parts of survey, to wit:

SEE EXHIBIT "A" attached hereto and made a part hereof for all purposes.



It is expressly understood and agreed that, as a part of the consideration for the loan made to the undersigned and secured by the premises hereinabove described, this instrument covers and includes all surface, subsurface and/or mineral estate ownership now or after acquired by the undersigned in the above property and whether or not expressly excepted from the description to the above security premises, any provisions herein to the contrary being of no force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Trustee herein named, his successors and substitutes in this trust, forever. And we, the mortgagors, do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Trustee herein named, his successors and substitutes in this trust, and to his and their assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance is made in trust to secure and enforce the payment of one certain promissory note executed by the mortgagors, payable to the order of the FARM CREDIT BANK OF TEXAS (hereinafter called "Bank"), at its office in Austin, Travis County, Texas, for the principal sum of SEVENTY FIVE THOUSAND DOLLARS with interest at the rate therein provided, said principal and interest being payable in installments on an amortization plan or otherwise, as therein provided, the last installment in an amount equal to the balance of principal and interest then remaining owing on said indebtedness, being due and payable on the first day of January, 2030; and providing for an option to accelerate the maturity thereof upon failure to pay an installment when due and to secure the full and complete performance of the covenants and agreements herein contained and in any Loan Agreement or any other agreement executed in connection with said note, and the payment of an attorney or collection fee and interest on matured items, according to the tenor, reading and effect of said note.

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

And mortgagors hereby warrant that the indebtedness renewed is a valid lien on said land and hereby request said Bank to advance the money and to pay the same to the present owner or owners of said indebtedness renewed and extended by said note, and mortgagors hereby agree that the Bank and its assigns are hereby subrogated to all the rights, liens, remedies, equities, superior title and benefits held, owned, possessed and enjoyed at any time by any owner or holder thereof.

If mortgagors shall make, when due, all payments provided for in said note, and keep and perform all the covenants and agreements herein set out, then this conveyance shall become null and void; otherwise it shall remain in full force and effect.

Mortgagors for themselves, their heirs, successors and assigns, represent, covenant and agree as follows:

- (1) To apply the proceeds of this loan to purposes for which they were obtained. That all statements and representations made in the application for this loan are true and correct.
- (2) To insure and keep insured all buildings now and hereafter located on said land against loss or damage by fire and storm in company or companies, form and amounts satisfactory to the mortgagee, such insurance to be payable to the Bank as its interest may appear; the policies to be delivered to and held by the Bank, and any insurance proceeds received by the Bank, if not used for the reconstruction of buildings on the premises, may be applied on the indebtedness secured hereby, whether due or not. All insurance on buildings on said premises now in force, or hereafter obtained, whether or not required by the Bank, shall be and become payable to the Bank and be subject to the terms and conditions hereof.
- (3) To pay when due, all taxes, liens, judgments, charges and assessments that may be assessed against the premises hereinbefore described, and the Bank, in the event we fail to do so, may obtain such insurance, pay when due any taxes, liens, judgments or assessments against said premises, whether delinquent or not, and be subrogated to the lien securing the sums paid. The Bank may

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DEED OF TRUST

Loan No. : MA 810204
Name : DAVID L. FINTO
Assn. : SOUTHWEST FLBA OF DEVINE
Branch : Jourdanton

Borrower's Initials DE K.F.

prosecute, or defend, any court proceedings involving the debt, lien, or title to the premises hereinbefore described, or any part thereof; and may incur expenses of said court proceedings; and may obtain and pay for abstracts of title to said premises. Mortgagors agree to pay said bank immediately, at Austin, Texas, any sum advanced by it for any of the aforesaid purposes, with interest as provided by said note on secured items, and that such sum shall be secured hereby.

(4) That in the event they purchase life insurance (group, credit or other) in connection with this loan but subsequently fail to pay the premium to keep same in force, the Bank, at its option, may pay such premium on mortgagors' behalf, charge such payment to the loan, and such advance of premium shall be secured by this mortgage and bear interest the same as other advances provided for in this mortgage.

(5) That premises hereinbefore described shall be continuously used for agriculture in a husbandlike manner; that waste will not be committed or permitted and adequate terraces and drainage ditches be constructed and maintained; that all improvements now on said premises, or hereafter put thereon, be kept in good condition and repair, and not be removed or demolished; that merchantable timber, stone, gravel, minerals, water, caliche, geothermal energy, clay, or improvements not be removed from said security without the written consent of the Bank, and that any restrictions affecting said security not be violated.

(6) To not sell, assign, or convey any part or all of the mortgaged premises (regardless of whether the buyer or assignee "assumes" the note or takes the mortgaged premises "subject to" such note, or whether by contract for deed or sale) without first obtaining the Bank's prior written consent, as long as the above note remains unpaid. If mortgagor or one or more of the mortgagors is a corporation, not to change the substantial ownership and/or control of said corporation.

(7) To not commit an Act of Bankruptcy, or authorize the filing of voluntary petition in bankruptcy, or allow the above described property to be taken over by a receiver as long as the above note remains unpaid.

(8) To pay when due all additional ad valorem taxes attributed to the above described mortgaged premises caused by the change of ownership (if any) or the change of use (if any) from open-space or agriculture use as defined in the State of Texas Constitution, V.A.T.S. Art. 777A at seq and/or the Property Tax Code of the State of Texas; and to not change the use of said mortgaged premises as therein defined by the aforementioned constitutional provisions or statutes.

(9) To furnish to the Bank upon request a financial statement and income statement attested to by Mortgagors or verified by a public accountant.

Mortgagors hereby transfer and assign unto the Bank to be applied on the debt secured hereby: (a) all eminent domain or condemnation award monies which may hereafter be awarded or paid for damages done to the security, or for any portion of the premises which may be appropriated for any character of public or quasi-public use; (b) all the bonuses, rentals, royalties, damages, and delay monies that may be due or that may hereafter become due and payable to the mortgagors or their assigns under any oil, gas, mining or mineral lease or leases of any kind now existing, or which may hereafter come into existence (including agricultural contracts of every kind) covering the above described land or any part thereof. Mortgagors authorize and direct payment of such money to said Bank until the debt secured hereby is paid. Such money may, at the option of the Bank, be applied on the debt whether due or not. The Bank shall not be obligated, in any manner, to collect said monies or any part thereof, and shall be responsible only for amounts received by the Bank. Nothing herein contained shall be construed as a waiver of or to prejudice the priority of this lien or the options hereunder in favor of said Bank.

The Bank may, at any time, without notice, release all or any part of the premises described herein, grant extensions and deferments of the time of payment of the indebtedness secured hereby, or any part thereof, agree to and grant renewals and reamortizations of said indebtedness, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of said indebtedness or any part thereof without affecting the priority of the deed of trust or the personal liability of the borrower or any party liable or who may become liable for the payment of the indebtedness hereby secured; and all such extensions, deferments, renewals, and reamortizations shall be secured by the lien hereof. It is stipulated and agreed that all agreements, stipulations and covenants contained in this deed of trust shall be binding upon the mortgagors, their assigns, heirs, executors, administrators and successors.

That for the purpose of accumulating funds for payment of taxes, insurance, and other charges, but in no way relieving mortgagors of the covenants expressed in paragraphs (2), (3), and (8) above, mortgagors further agree that at the request of the holder of the note secured by this deed of trust and at the sole option and discretion of such note holder, together with and in addition to the payments of principal and interest payable under the terms of the note secured hereby, they will pay the holder of the note, until the note herein is fully paid, a sum of money which, multiplied by the total number of payments to be made in the next succeeding twelve-month period, will equal the total sum of money that will next become due for one year's premiums on insurance policies, plus all taxes and assessments next due for a one-year period on the property hereby conveyed (all as estimated by the holder of the note). Mortgagors covenant and agree that any default in the making of said deposits as herein provided shall, at the option of Bank, mature at once the entire amount remaining unpaid on the note hereby secured. The Bank or other holder of the note shall hold such payments in trust, without obligation to pay interest thereon, and without bond, to pay such insurance premiums, taxes and assessments when due, having the right to require additional payments to make up any deficiency and having the option to refund or apply on future payments any excess. Any balance on hand in such fund at the time of any sale, voluntary, judicial or made under the terms of this deed of trust, of the property herein described, shall without assignment thereof, inure to the benefit of the purchaser at such sale and shall be applied under and subject to the provisions hereof.

If any payment on the above described note is not made as the same becomes due and payable; or if the premises herein conveyed become embraced within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road district); and such district shall have power to issue bonds or other evidence of indebtedness requiring the levy and collection of taxes and payment thereof; or if there is a violation of any of the covenants, agreements, provisions or warranties of this mortgage, or any agreement executed in connection with the loan, the whole of the unmatured principal of the note together with accrued interest, shall at the option of the Bank, or the legal or equitable owner or holder thereof, become immediately due and payable, and at the request of said Bank, or said owner or holder, said trustee, or his successors or substitutes, is hereby authorized and empowered to sell the premises hereby conveyed at public auction to the highest bidder for cash at the door of the courthouse of the county in which such real estate, or a portion thereof, is situated, between the hours of ten o'clock in the forenoon and four o'clock in the afternoon on the first Tuesday of any month. Notice of such proposed sale shall be given in accordance with the provisions of Section 51.002, Texas Property Code, as amended, by posting written notice thereof at least 21 days preceding the date of the sale at the courthouse door of the county in which the sale is to be made, and if the real estate is in more than one county, one notice shall be posted at the courthouse door of each county in which the real estate is situated. If the real estate is in more than one county, the sale may be held in any county in which the real estate is situated, and such notice shall designate the county where the real estate will be sold. In addition, the holder of the debt for which the power of sale is related shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of such holder. And mortgagors hereby authorize and empower the trustee, and each and all of his successors and substitutes in this trust, to sell said property, together or in lots and parcels as such trustee shall deem expedient, under the same notice of sale, and to execute and deliver to the purchaser or purchasers of said property, good and sufficient deeds of conveyance thereof by fee simple title, with covenants of general warranty. It is also agreed that the trustee or successor trustee may at the request of the Bank conduct successive foreclosure sales of parts or parcels of land and no sale of any parcel shall exhaust, impair, or waive the power of sale as to other parts or parcels to satisfy any balance of the debt remaining unpaid.

It is understood and agreed that if default be made in the payment of any of the installments of the note secured hereby, said Bank or the owner or holder of the note, or the owner or holder of any installment or installments shall have and is hereby given the right to request the trustee or successor or substitute trustee to sell the premises herein conveyed in satisfaction of such defaulted installment(s) without the whole debt being declared due; and said trustee or his successor or substitute is hereby authorized and empowered to sell the property hereby conveyed in satisfaction of such installment(s), pursuing the same procedure provided herein for trustee's sale and when the whole of the unmatured principal is declared due. It is specifically agreed and understood (a) that all sales under installment foreclosures as herein provided for shall pass title to the purchaser at such sale

DEED OF TRUST

Page 3

Loan No. : MA 810204
 Name : DAVID L. FINTO
 Assn. : SOUTHWEST FLBA OF DEVINE
 Branch : Jourdanston

Borrower's Initials DE KE

free and clear of any and all other installments previously assigned; (b) that the title of the purchaser at such sale shall in all respects be subject and inferior to the unpaid and unassigned balance of the debt; (c) that no sale in satisfaction of a defaulted installment shall exhaust the right of sale under any subsequently maturing installment(s) nor any other power of sale elsewhere conferred in this instrument; (d) that in the event the land herein conveyed shall be sold because of failure to pay one or more of the installments, without the whole debt being declared due, the Federal Land Bank Association stock or participation certificates owned by the mortgagors incident to this loan shall automatically pass to the purchaser of said land.

The trustee shall apply the proceeds of any sale hereunder as follows: he shall pay (1) the reasonable expense of making the sale, including fee to the trustee of 5% of the amount received in cash; (2) as far as may be possible, the debt in satisfaction of which sale is made, discharging first any portion of said debt not evidenced by note; (3) the attorney's or collection fees provided for in the note; and (4) the residue, if any, to mortgagors or their heirs, executors, administrators, successors or assigns.

If the trustee shall resign and he is hereby authorized to resign, or shall die, retire, or shall remove from the State of Texas or shall be disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by said Bank or the owner or holder of the note so to do, said Bank, or the owner or holder of the note, shall have full power to appoint a successor trustee or substitute trustee, or several successor or substitute trustees in succession who shall succeed to all the estate, rights, powers, and duties of the trustee herein named. The Bank or owner or holder of the note may at any time it desires appoint another trustee in the place and stead of the trustee herein named, or any succeeding or substitute trustee. And mortgagors do hereby ratify and confirm any and all acts which the said trustee or his successor or substitute shall lawfully do by virtue hereof. And the trustee or any substitute or successor trustee is hereby authorized and empowered to appoint an attorney-in-fact of his own choosing, without notice to or consent of mortgagors, to act as trustee under him and in his name, place and stead, such appointment to be evidenced by an instrument signed by said trustee, substitute or successor. All acts done by any attorney-in-fact shall be as valid, lawful and binding as if done by the trustee herein named, or any successor or substitute in person; and mortgagors hereby ratify any and all acts done by any attorney-in-fact.

All parties to this mortgage or to the note hereby secured covenant and agree that upon the death of any signatory, maker, or co-maker of such note, the owner and holder of said note may, at holder's option, mature or accelerate the entire balance owing on said note, whereupon all amounts owing by virtue thereof shall immediately be due and payable.

It is stipulated and agreed that in case of any sale hereunder all prerequisites to said sale or sales shall be presumed to have been performed and the sale shall be presumed to have been duly held and all statements of facts or other recitals contained in the conveyance from the trustee or successor or substitute trustee or his attorney-in-fact to the purchaser at any such sale shall be taken in all courts of law or equity as prima facie evidence that facts stated or recited are true.

It is further stipulated and agreed that in case of any sale hereunder mortgagor shall immediately surrender possession to the purchaser. If mortgagor fails to do so, mortgagor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

It is especially agreed by the undersigned, that in the event any portion of the indebtedness, evidenced by the note referred to above, is not or cannot be secured by a valid lien under the terms of this contract deed of trust covering the premises herein described, the mortgagee is hereby directed to apply all payments received first to pay and discharge in full that portion, if any, of such indebtedness which may be unsecured.

This deed of trust, the note(s) secured hereby, and all security is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto, and the Rules and Regulations promulgated thereunder; and any act or omission thereof by mortgagor in violation thereof constitutes a default thereunder.

For purposes of giving any notice that may be required by the terms of this deed of trust, mortgagors hereby stipulate and agree that their mailing address is as shown below and mortgagee may rely upon this stipulation until such time as mortgagee has been advised in writing by mortgagor of a change in such address:

DAVID L. FINTO
 P. O. BOX 255, DEVINE, TEXAS 78016

KIMBERLY J. FINTO
 P. O. BOX 255, DEVINE, TEXAS 78016

All riders, appendages, exhibits, erasures, corrections, and interlineations, if any, have been made and approved before the signing hereof.

Bank's Address: 6210 Highway 290 East, Austin, Texas 78723,
 or P.O. Box 15919, Austin, Texas 78761

Witness our hands this 23rd day of February, A.D. 1995.

DAVID L. FINTO

KIMBERLY J. FINTO

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DEED OF TRUST

Loan No. : MA 810204
Name : DAVID L. FINTO
Assn. : SOUTHWEST FLBA OF BEVINE
Branch : Jourdanon

THE STATE OF TEXAS
COUNTY OF Atascosa

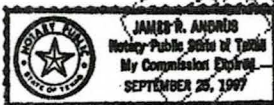
This instrument was acknowledged before me on the 23rd day of February, 19 95 by
DAVID L. FINTO

(SEAL)

My commission expires:

James R. Andrus
Notary Public, State of Texas

Notary's Printed Name



THE STATE OF TEXAS
COUNTY OF Atascosa

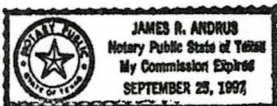
This instrument was acknowledged before me on the 23rd day of February, 19 95 by
KIMBERLY J. FINTO

(SEAL)

My commission expires:

James R. Andrus
Notary Public, State of Texas

Notary's Printed Name



THE STATE OF TEXAS
COUNTY OF ATASCOSA

THIS CERTIFIES that the foregoing deed of trust, with its certificate of authentication, was filed for record in my office on
the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded by
me on the _____ day of _____, A.D. 19 _____, in Vol. _____,
Page _____, of the Deed of Trust or Land Mortgage Records of _____ County, Texas.

(SEAL)

Clerk of Said County

By _____, Deputy.

Return to:

SOUTHWEST FEDERAL LAND
BANK ASSOCIATION
P. O. BOX 158
JOURDANTON, TEXAS 77026

Part of Deed of Trust from DAVID L. FINTO and spouse, KIMBERLY J. FINTO, to Arnold R. Henson, Trustee, for the benefit of Farm Credit Bank of Texas, dated February 23, 1995.

EXHIBIT "A"

BEING 157.540 acres of land, more or less, situated about 19 miles N 54 deg. W of Jourdanton, in Atascosa County, Texas, out of the West 1/2 of Survey No. 172, Abstract No. 1558, C.W. Hood, original Grantee, being the South 1/2 of that certain 320 acre tract of land described in a deed to Tony G. Wakin, Jr., et ux, from Joe E. Briscoe, et al, dated July 13, 1976, as recorded in Vol. 441, Page 392 of the Deed Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron pin set by an 8" diameter cedar corner post at the point-of-intersection of the West line of a certain County Road and the recognized South line of the West 1/2 of said Survey No. 172 for the Southeast corner of this survey from which the recognized Southeast corner of the West 1/2 of said Survey No. 172 bears S 89-48-36 E 40.00 feet;

THENCE along fence and the recognized South line of the West 1/2 of said Survey No. 172, N 89-48-36 W 1206.75 feet to a 5/8" iron pin set by an 8" diameter creosote corner post for the recognized Northwest corner of Survey No. 166, Abstract No. 537, James Lee, original Grantee, the recognized upper Northeast corner of Survey No. 166-172, Abstract No. 1246, Theodore Ragsdale, original Grantee, and an angle point of this survey;

THENCE along fence and the South line of this survey N 03-00-41 W 8.97 feet to a 5/8" iron pin set by an 8" diameter creosote corner post for an angle point, N 87-21-10 W 957.70 feet to a 4" diameter mesquite post for an angle point, and N 89-51-20 W 482.74 feet to a 5/8" iron pin set by an 8" diameter creosote corner post for the Southwest corner of this survey;

THENCE along fence, N 00-07-05 W 1914.04 feet to an 8" diameter creosote corner post for the recognized Northeast corner of Survey No. 1354 1/2, Abstract No. 1715, Dock Wilkins, original Grantee, and an angle point of this survey;

THENCE leaving fence and along the recognized West line of the West 1/2 of Survey No. 172, N 01-32-49 E 644.42 feet to a 5/8" iron pin set 9.35 feet East of fence for the Southwest corner of a certain adjoining 157.222 acre tract of land, this day surveyed, and the Northwest corner of this survey;

THENCE along the South line of said adjoining 157.222 acre tract of land, N 89-48-38 E 2628.39 feet to a 5/8" iron pin set in fence on the West line of said County Road for the Southeast corner of said adjoining 157.222 acre tract of land, and the Northeast corner of this survey;

THENCE along fence and the West line of said County Road, S 00-06-19 W 1003.89 feet to a 4" diameter treated post for an angle point and S 00-14-06 E 1621.45 feet to the POINT OF BEGINNING.

SIGNED FOR IDENTIFICATION:

DAVID L. FINTO

KIMBERLY J. FINTO

#5967

FILED FOR RECORD

95 FEB 23 PM 1:27

LAQUITA HAYDEN
ATASCOSA COUNTY CLERKBY *Laquita Hayden* DEPUTY

16.00 Pd

Ret. Jo:
Southwest Federal Land
Bank Association
P.O. Box 158
Jourdanton, Texas 78026

STATE OF TEXAS COUNTY OF ATASCOSA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the *OFF* records of Atascosa County, Texas stamped hereon by me.

RECORDING DATE

Sub 22 1995

LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By *Laquita Hayden* Deputy

Loan No. 810204
 Name: David L. Finto
 Capital Farm Credit, FLCA
 Jourdanton Credit Office

1 PG 135130
 RE

RELEASE OF LIEN

THE STATE OF TEXAS §
 COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Capital Farm Credit, FLCA, being the legal owner and holder of the note(s) and lien(s) hereinafter referred to, whether as original mortgagee or as assignee, by transfer and assignment duly recorded (or held unrecorded) in the county where the land is situated, for and in consideration of the full and final payment of all amounts owing to it on the promissory note(s) set out herein and further described in and secured by deed(s) of trust particularly identified as follows:

AMOUNT OF NOTE: \$75,000.00
 DATE OF DEED OF TRUST: February 23, 1995
 EXECUTED BY: DAVID L. FINTO and spouse, KIMBERLY J. FINTO
 RECORDED IN: Book 24, Page 121, Official Public Records

of the Deed of Trust Records of Atascosa County, Texas, upon and against 157.540 acres of land, more or less, in Abstract No. 1558, out of the West 1/2 of the C. W. Hood Survey No. 172, to which deed(s) of trust and the recording thereof reference is here made for all legal purposes, DOES HEREBY RELEASE the land described therein from any and all liens held by the undersigned association that were created by said note(s) and deed(s) of trust, and by any agreements which may have been given in rearrangement of the debt secured by said deed(s) of trust.

- ☐ This instrument is executed in multiple originals.
☐ This instrument is executed in lieu of and in substitution for a similar instrument executed by on , which instrument was lost or misplaced before being filed for record.
☐ This instrument is executed in lieu of and in correction of a similar instrument executed by on , and recorded in , Atascosa County, Texas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS RELEASE OF LIEN SHALL RELEASE ONLY THE NOTE(S) AND DEED(S) OF TRUST AND/OR LIEN(S) SPECIFICALLY DESCRIBED HEREIN BUT SHALL NOT RELEASE ANY OTHER NOTE(S) OR OBLIGATION(S) BETWEEN BORROWER(S) AND LENDER AND SHALL NOT RELEASE ANY DEED(S) OF TRUST AND/OR LIEN(S) SECURING SAID UNRELEASED NOTE(S).

EXECUTED BY CAPITAL FARM CREDIT, FLCA on the 11th day of May, 2012.

CAPITAL FARM CREDIT, FLCA

By: Kevin V. Lyssy
 Kevin V. Lyssy, Vice President-Lending
 Jourdanton Credit Office

THE STATE OF TEXAS §
 COUNTY OF ATASCOSA §

This instrument was acknowledged before me on the 11th day of May, 2012, by Kevin V. Lyssy, Vice President-Lending of the Jourdanton Credit Office of Capital Farm Credit, FLCA, on behalf of said corporation.

(SEAL) **BRENDA KROLL**
 Notary Public, State of Texas
 My Commission Expires
 April 20, 2015
 My Commission Expires: _____

By: Brenda Kroll
 Notary Public

Brenda Kroll
 Notary's Printed Name

Release of Lien Form- 201 Texas (Rev. 3/09) LPD

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

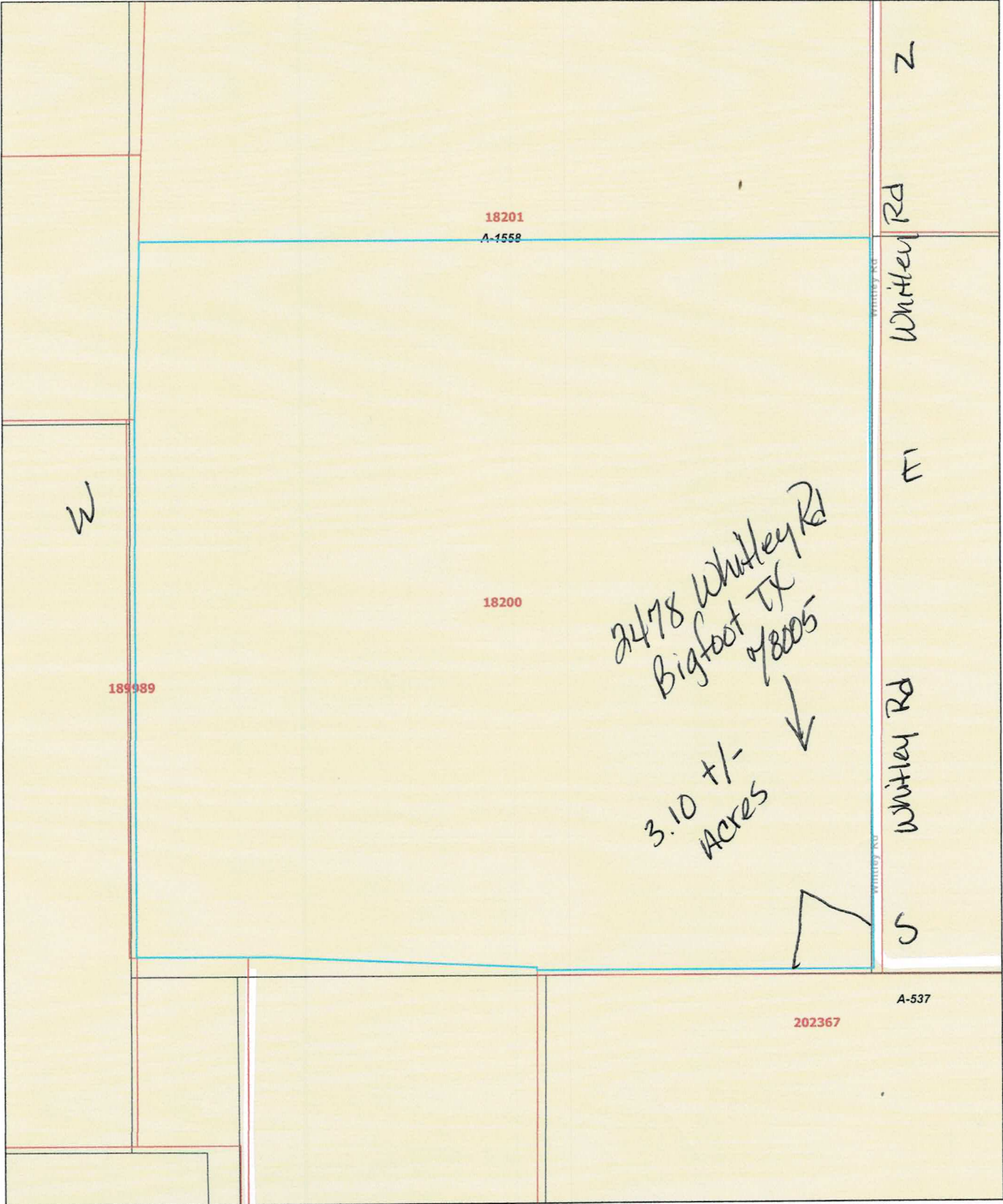
Diane Gonzales
 Diane Gonzales, County Clerk
 Atascosa County Texas

September 21, 2012 10:38:50 AM

FEE: \$16.00
 RE

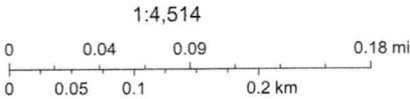
135130

Atascosa CAD Web Map



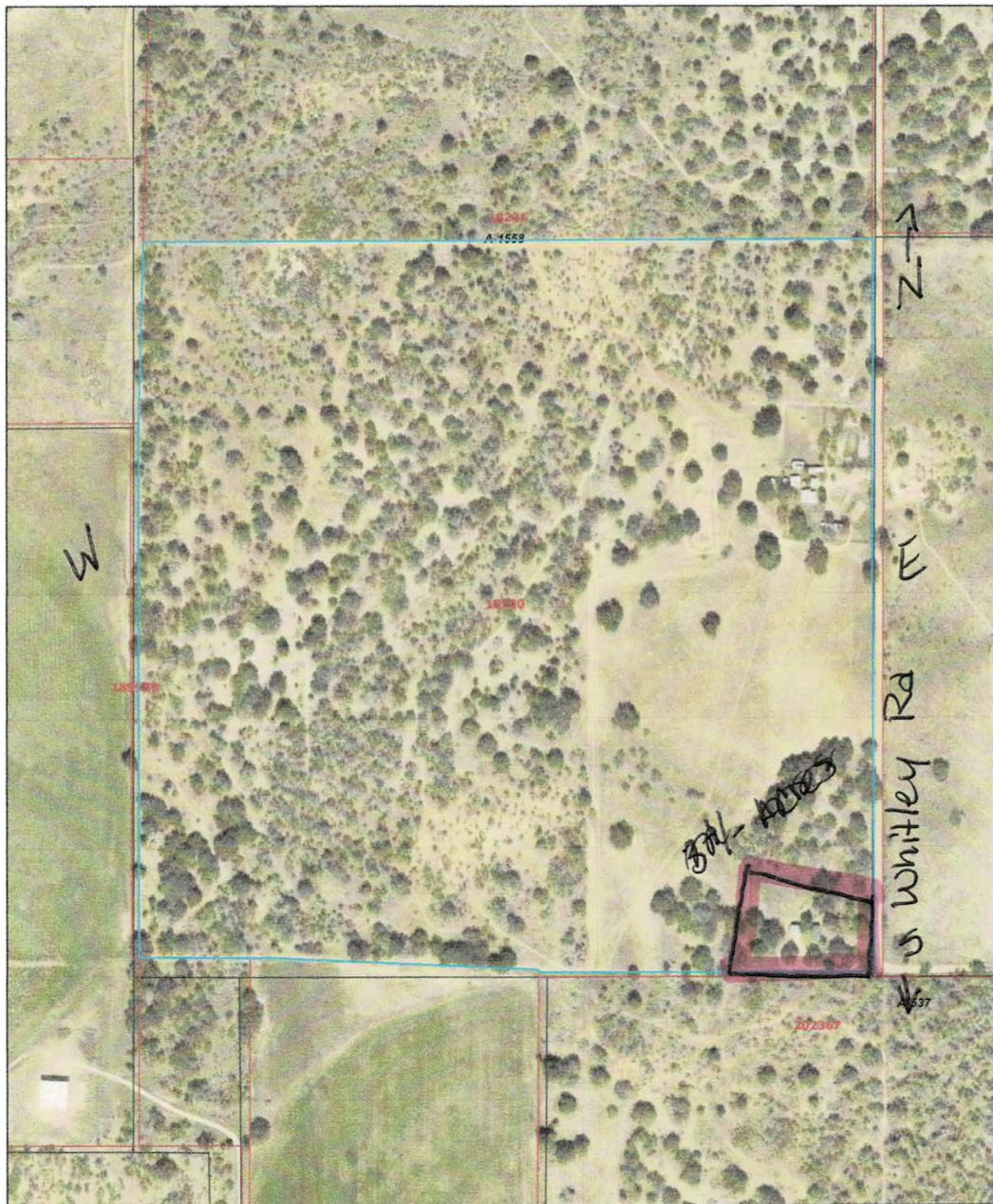
9/5/2024, 1:22:36 PM

- Parcels
- Abstracts



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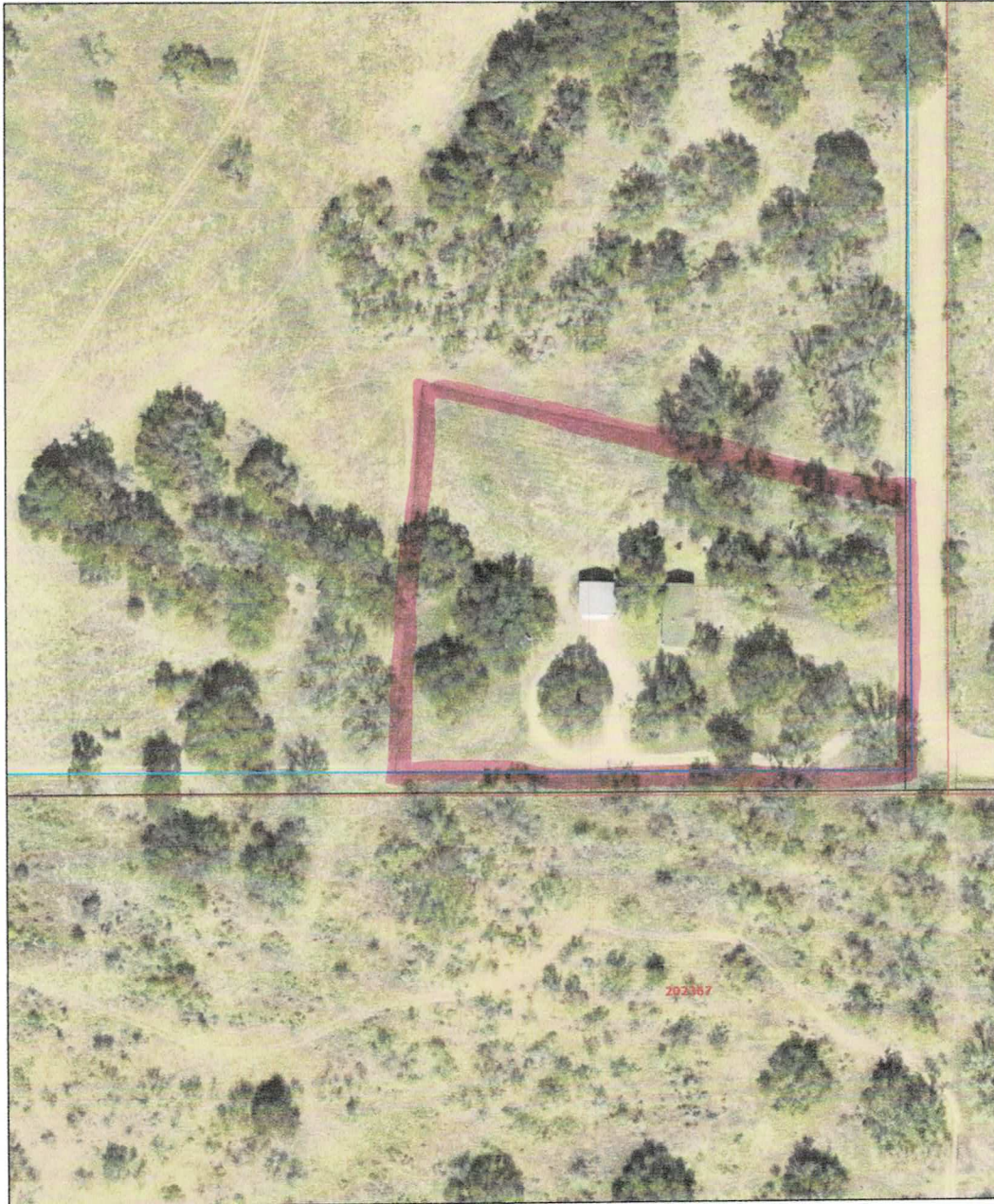
Atascosa CAD Web Map



9/5/2024, 1:23:30 PM

Approx 3.10 +/- Acres

Atascosa CAD Web Map



South east
corner
911
Address
2478 Whitley
Rd
Bigfoot
178005

9/5/2024, 1:24:25 PM

Parcels
Abstracts

1:1,128
0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km
© OpenStreetMap (and) contributors, CC-BY-SA

Atascosa County Appraisal District, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 3.1 acres out of 157.540 acres, more or less, described in a Deed of Trust, Book 24, Page 121, Official Public Records, Atascosa County, Texas, and being currently owned by David and Kimberly Finto, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 21.

Meeting Date: 09/23/2024
Item Title: Exception - Garza W FM 476
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Colleen Garza on W FM 476 in Precinct 3.

ATTACHMENTS

Garza - Documentation
Garza - Deed
Garza - Certificate



Registration for Division of Land in Atascosa County

I Colleen Garza, am the owner of the attached filed division of land located at 12.29 AC out of the J.A. Navarro Survey No. 46 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☐ Family

☒ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner



Date: 9-12-24

Signature: Colleen Garza

Printed Name: Colleen Garza

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Alameda

BEFORE ME, the undersigned Notary Public, on this day personally appeared Colleen Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this September 12, 2024.

[Signature]

Notary Public, in and for
State of Texas



J. A. NAVARRO SURVEY No. 46, ABSTRACT 9

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 38°42'38" E	202.78'
L2	S 38°49'08" E	140.29'
L3	S 44°01'44" W	8.97'
L4	S 24°18'22" E	110.02'
L5	N 62°26'01" E	130.21'
L6	N 20°46'53" E	88.76'
L7	N 74°20'32" E	64.72'
L8	S 22°48'28" E	59.80'
L9	N 62°57'09" E	42.55'
L10	N 24°09'30" W	78.72'
L11	N 37°44'35" E	118.08'
L12	N 38°08'33" E	181.79'
L13	N 38°24'17" E	327.88'
L14	N 43°40'30" E	283.56'
L15	S 62°35'18" E	275.49'

- PLAT LEGEND**
- 5/8" IRON PIN FOUND WITH CAP
 - 1/2" IRON PIN SET WITH CAP
 - STAMPED (NPLS 5483)
 - IRON PIPE FOUND
 - ⊕ DENOTES FENCE POST (TYPE NOTED)
 - △ DENOTES HWY. R.O.W. MONUMENT
 - ⊖ DENOTES CHAIN-LINK FENCE LINE
 - ⊗ DENOTES BARS WIRE FENCE LINE
 - ⊘ DENOTES WOOD FENCE LINE
 - ⊙ DENOTES STEEL FENCE LINE
 - ⊚ DENOTES OVER HEAD ELECTRIC LINE
 - ⊛ DENOTES POWER POLE
 - ⊜ DENOTES METER POLE
 - ⊝ DENOTES WATER METER
 - ⊞ DENOTES TELEPHONE PEDESTAL
 - ⊟ DENOTES CONTROL MONUMENT

**F. M. ROAD
No. 1333**

**F. M. ROAD
No. 476**

SCALE: 1" = 300'

SURVEY PLAT OF

12.29 ACRES IN ATASCOSA COUNTY, TEXAS, OUT OF THE J. A. NAVARRO SURVEY NO. 46, ABSTRACT 9, BEING A PORTION OF THAT CERTAIN TRACT CALLED 65.533 ACRES DESCRIBED IN CONVEYANCE FROM COLLEEN P. GARZA TO DANIEL F. GONZALES, OF RECORD IN DOCUMENT # 149173, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

(SEE ACCOMPANYING FIELD NOTE DESCRIPTION)

NOTES:

PROPERTY ADDRESS: F.M. ROAD No. 1333/ F.M. ROAD No. 476

TITLE CO: RELIABLE TITLE, G.F. # 202410969

BUYERS: ORLANDO AND STEPHANIE DIAZ

TERMS AND CONDITIONS OF DEED TO STATE OF TEXAS VOL. 18, PG. 636, OFFICIAL PUBLIC RECORDS (DOES NOT AFFECT THIS TRACT)

RIGHT OF WAY DEED EASEMENT TO BENTON CITY WATER SUPPLY CORP. CLERK'S FILE # 108085, OFFICIAL PUBLIC RECORDS (15' WIDE - BLANKET EASEMENT)

REGISTRATION FOR DIVISION OF LAND IN ATASCOSA COUNTY DOC. # 234468, OFFICIAL PUBLIC RECORDS (PERTAINS TO 12.29 ACRES - KELLER TRACT)

THIS PROPERTY IS PARTITIONED OUT OF A LARGER TRACT AND THE PROPERTY MAY SUBJECT TO SUBDIVISION RULES AND REGULATIONS OF THE CITY AND/OR COUNTY.

JAMES CARLTON BROWNING
REMAINING PORTION OF
66.067 ACRE TRACT
VOLUME 641, PAGE 167,
DEED RECORDS

DYLAN C. & ARIEL A BUKOWSKI
25.00 ACRE TRACT
DOCUMENT # 229168,
OFFICIAL PUBLIC RECORDS

DANNY RAY KELLER &
DORA DAWN KELLER
12.50 ACRE TRACT
DOCUMENT # 235507,
OFFICIAL PUBLIC RECORDS

DANIEL F. GONZALES
(LIFE ESTATE TO COLLEEN P. GARZA)
REMAINING PORTION OF
CALLED 65.533 ACRE TRACT
DOCUMENT # 147173,
OFFICIAL PUBLIC RECORDS

MIGUEL JACOBO JR.
12.19 ACRE TRACT
DOCUMENT # 241357,
OFFICIAL PUBLIC RECORDS

12.29
ACRE
TRACT

BAR C REAL ESTATE LLC
65.90 ACRE TRACT
DOCUMENT # 235137,
OFFICIAL PUBLIC RECORDS



MARTINEZ

SURVEYING & MAPPING CO
FIRM # 101822-00
P.O. BOX 17971
SAN ANTONIO, TX, 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

I hereby certify that the above plat is true and correct according to an actual survey made on the ground under my supervision and that there are no visible monuments or measurements of buildings on adjoining property, and that all buildings are wholly located on this property except as shown above and that all plats have been located as indicated above on the date on this plat.

This 3RD day of JUNE, 2024 A.D.

Reynaldo Martinez Jr.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
UPDATED: SEPTEMBER 11, 2024

JOB No. 22-9-8C

MARTINEZ
SURVEYING & MAPPING CO.
Firm # 101822-00
P.O. Box 17971
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

12.29 ACRE TRACT

All that certain tract or parcel of land containing 12.29 acres in Atascosa County, Texas, out of the J. A. Navarro Survey No. 46, Abstract 9, being a portion of that certain tract called 65.533 acres described in conveyance from Colleen P. Garza to Daniel F. Gonzales, of record in Document # 149173, Official Public Records of Atascosa County, Texas.

BEGINNING: at a wood fence post found on the South line of F. M. Road No. 476 at the Northwest corner of Bar C Real Estate LLC., 65.80 acre tract, of record in Document # 235137, Official Public Records of Atascosa County, Texas, at the Northeast corner of said tract called 65.533 acre tract for the Northeast corner of this tract;

THENCE: South 29 deg. 58 min. 09 sec. West, 1249.97 feet along with the common line between said 65.533 acre tract and said Bar C Real Estate LLC., 65.80 acre tract to a ½" iron pin set with cap, at the Northeast corner of Dylan C. & Ariel A. Bukowski, 25.00 acre tract, of record in Document # 229168, Official Public Records of Atascosa County, Texas, for the Southeast corner of this tract;

THENCE: North 60 deg. 24 min. 19 sec. West, 801.08 feet along with the North line of said Bukowski, 25.00 acre tract into said 65.533 acre tract, to a ½" iron pin set with cap, at the Southeast corner of Danny Ray Keller and Dora Dawn Keller, 12.50 acre tract, of record in Document # 235507, Official Public Records of Atascosa County, Texas, for the Southwest corner of this tract;

THENCE: North 38 deg. 42 min. 38 sec. East, 202.78 feet along with the East line of Keller, 12.50 acre tract, to a ½" iron pin set with cap, for the Northwest corner of this tract;

THENCE: South 38 deg. 49 min. 06 sec. East, 140.29 feet to a ½" iron pin set with cap;
South 44 deg. 01 min. 44 sec. West, 6.97 feet to a ½" iron pin set with cap;
South 24 deg. 18 min. 22 sec. East, 110.02 feet to a ½" iron pin set with cap;
North 63 deg. 26 min. 01 sec. East, 130.21 feet to a ½" iron pin set with cap;
North 20 deg. 46 min. 53 sec. East, 68.76 feet to a ½" iron pin set with cap;
North 74 deg. 20 min. 32 sec. East, 64.72 feet to a ½" iron pin set with cap;
South 22 deg. 48 min. 25 sec. East, 59.60 feet to a ½" iron pin set with cap;
North 62 deg. 57 min. 09 sec. East, 42.55 feet to a ½" iron pin set with cap;
North 24 deg. 09 min. 30 sec. West, 78.72 feet to a ½" iron pin set with cap;

North 37 deg. 44 min. 35 sec. East, 118.08 feet to a ½" iron pin set with cap;
North 38 deg. 08 min. 33 sec. East, 181.79 feet to a ½" iron pin set with cap;
North 39 deg. 34 min. 17 sec. East, 327.88 feet to a ½" iron pin set with cap;
North 43 deg. 40 min. 30 sec. East, 283.56 feet to a ½" iron pin set with cap on the
South right of way line of F. M. Road No. 476, for the Northwest corner of this
tract;

THENCE: South 62 deg. 35 min. 16 sec. East, 275.49 feet along with the South line of F. M.
Road No. 476 to the POINT OF BEGINNING.

Bearing Basis – North 60 deg. 24 min. 20 sec. West, 1408.43 feet – along the South line of said tract
called 65.533 acre tract, as obtained from GPS Observations using WGS84, NAVD88.



A handwritten signature in black ink, reading "Reynaldo Martinez Jr.", written over a horizontal line.

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
W. O. # 22-9-8C
June 3, 2024
(SEE ATTACHED SURVEY PLAT)

JAMES CARLTON BROWNING, ET AL TO DOROTHY B. PEDINI

DEED PARTITIONING REAL PROPERTY

THE STATE OF TEXAS ::

COUNTY OF ATASCOSA ::

THIS INDENTURE and CONTRACT, is made by and between
JAMES CARLTON BROWNING of Jim Wells County, Texas, and ,
NORENE LYONS, AND DOROTHY B. PEDINI of Atascosa County,
Texas:

W I T N E S S E T H:

THAT WHEREAS, the said JAMES CARLTON BROWNING, NORENE
LYONS, AND DOROTHY B. PEDINI have and hold in common the
following described real property and they desire to
partition same so that the former interest of each
individual thereafter constitute the separated property of
the other grantee;

NOW THEREFORE, it is COVENANTED, GRANTED, CONCLUDED
and AGREED by and between the parties, and each of them
COVENANTS, GRANTS, CONCLUDES, and AGREES for himself,
herself, his and her heirs and assigns that a partition of
said estate be made as follows:

DOROTHY B. PEDINI of P. O. Box 01, Poteet, Texas
78065, grantee herein shall HAVE, HOLD, POSSESS and ENJOY,
to herself and her heirs and assigns, for her part and share
of said property and as her sole and separate estate the
following described tract of land located in the County of

TRACT NO. 1

BEING 65.533 ACRES OF LAND MORE OR LESS OUT OF THE J. A. NAVARRO SURVEY NO. 46 ABSTRACT NO. 9, ATASCOSA COUNTY, TEXAS AND OUT OF A 200.00 ACRE TRACT OF LAND RECORDED IN VOLUME 147, PAGES 385-389 OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS. SAID 65.533 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin set in the east ROW fence line of F. M. Highway No. 1333 for the southwest corner of this tract, said southwest corner being N 60 deg. 32 min. 59 sec. W, 2820.58 feet and N 29 deg. 53 min. 00 sec. E, 1023.92 feet from the southeast corner of the 200.00 acre tract.

THENCE N 29 deg. 53 min. 00 sec. E, 1924.62 feet along the east ROW fence line of F. M. Highway No. 1333 to a flare corner post for the northwest corner of this tract.

THENCE N 74 deg. 40 min. 12 sec. E, 142.64 feet to a flare corner post on the south ROW line F. M. Highway No. 476 for a corner of this tract.

THENCE S 60 deg. 22 min. 48 sec. E, 1314.67 feet along the south ROW fence line of F. M. Highway No. 476 to an iron pin set for the northeast corner of this tract.

THENCE S 30 deg. 04 min. 03 sec. W, 2025.43 feet to an iron pin set for the southeast corner of this tract.

THENCE N 60 deg. 22 min. 48 sec. W, 1408.62 feet to the POINT OF BEGINNING.

The interest in said property hereby set aside to DOROTHY B. PEDINI by this instrument shall be and constitute a part of the separate property of DOROTHY B. PEDINI.

IN WITNESS WHEREOF, the said JAMES CARLTON BROWNING, NORENE LYONS, AND DOROTHY B. PEDINI have hereunto set their hands this the 20th day of August, 1983.


JAMES CARLTON BROWNING

DOROTHY B. PEDINI TO COLLEEN P. GARZA

BOOK 834 PAGE 845

THE STATE OF TEXAS ::

COUNTY OF ATASCOSA ::

GIFT DEED

KNOW ALL MEN BY THESE PRESENTS, that I, DOROTHY B. PEDINI, hereinafter called grantor, of Atascosa County and the State of Texas, for and in consideration of the love and affection which I have and bear unto and toward my daughter, COLLEEN P. GARZA, of Atascosa County, Texas, hereinafter called grantee, have GIVEN, GRANTED, and CONVEYED and by these presents do GIVE, GRANT, and CONVEY, unto the said COLLEEN P. GARZA, of Star Route, Box 178, Poteet, Atascosa County, Texas, as her separate property and estate, all of the following described property in Atascosa County, Texas, to-wit:

BEING 65.533 ACRES OF LAND MORE OR LESS OUT OF THE J. A. NAVARRO SURVEY NO. 46 ABSTRACT NO. 9, ATASCOSA COUNTY, TEXAS AND OUT OF A 200.00 ACRE TRACT OF LAND RECORDED IN VOLUME 147, PAGES 385-389 OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS. SAID 65.533 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin set in the east ROW fence line of F. M. Highway No. 1333 for the southwest corner of this tract, said southwest corner being N 60 deg. 32 min. 59 sec. W. 2820.58 feet and N 29 deg. 53 min. 00 sec. E, 1023.92 feet from the southeast corner of the 200.00 acre tract.

THENCE N 29 deg. 53 min. 00 sec. E, 1924.62 feet along the east ROW fence line of F. M. Highway No. 1333 to a flare corner post for the northwest corner of this tract.

GIFT DEED Page 1

THENCE N 74 deg. 40 min. 12 sec. E, 142.64 feet to a flare corner post on the south ROW line F. M. Highway No. 476 for a corner of this tract.

THENCE S 60 deg. 22 min. 48 sec. E, 1314.67 feet along the south ROW fence line of F. M. Highway No. 476 to an iron pin set for the northeast corner of this tract.

THENCE S 30 deg. 04 min. 03 sec. W, 2025.43 feet to an iron pin set for the southeast corner of this tract.

THENCE N 60 deg. 22 min. 48 sec. W, 1408.62 feet to the POINT OF BEGINNING.

This Conveyance and the Warranty herein contained are made subject to the following:

1. All restrictions, covenants, conditions, rights-of-way, easements and Oil, Gas and other mineral reservations, if any, affecting the above described property, that are valid, existing and properly of record.

TO HAVE AND TO HOLD the above described premises, together with all rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or part thereof.

EXECUTED this the 12th of March, 1991.

Dorothy B. Pedini

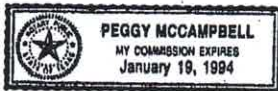
DOROTHY B. PEDINI

THE STATE OF TEXAS ::

BOOK 834 PAGE 847

COUNTY OF ATASCOSA ::

This instrument was acknowledged before me on the 12th day of
March, 1991, DOROTHY B. PEDINI.



Peggy McCampbell
Notary Public in and for
the State of Texas
My Commission Expires:

1053

Filed for Record
13 Day of Mar, 19 91
at 8:10 o'clock A. M.
LAQUITA HAYDEN
County Clerk, Atascosa County
By *Laquita Hayden* Deputy
\$ 7.00 PD

Peggy McCampbell

STATE OF TEXAS COUNTY OF ATASCOSA
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the Book
records of Atascosa County, Texas stamped hereon
by me.
RECORDING DATE
Mar 15, 1991
LAQUITA HAYDEN
COUNTY CLERK Atascosa County, Texas
By *M. Garcia* Deputy

*000012285.PEDINI

GIFT DEED Page 3

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 12.29 acres out of 65.533 acres, more or less, described in a Deed of Trust, Book 834, Page 845, Official Public Records, Atascosa County, Texas, and being currently owned by Colleen Garza, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided as a 10+ acre tract. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

AGENDA REQUEST (GENERAL)

Agenda Item 22.

Meeting Date: 09/23/2024
Item Title: Exception - 500 Venture Atascosa Leal & Ralph Coughran
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for 500 Atascosa Venture LLC on Leal Rd and Ralph Coughran Rd in Precinct 4.

ATTACHMENTS

500 Atascosa Venture - Registration
500 Atascosa Venture - Deed
500 Venture Atascosa - Survey
Information



Procedures for Registration of Division of Land in Atascosa County

An Owner whose division of land is excepted from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the Atascosa County Clerk:

- ☒ A duplicate copy of the recorded conveyance instrument, with legible metes and bounds description attached thereto.
- ☒ A survey of sketch showing the boundaries of the Lots, adjacent roads and adjacent property owners. This may be on tax parcel maps or any other map that allows County staff to clearly determine the necessary information.
- ☒ An executed registration form (provided below) to acknowledge that all Lots remain subject to the on-site wastewater rules and development permit requirements of the County.
- ☐ An Certificate of Plat Exception executed by Commissioners Court



Registration for Division of Land in Atascosa County

I Devin Elder, am the owner of the attached filed division of land located at

Property ID: 225140 Legal Acreage: 500.81

GEO ID: 00216-00-000-000100

Legal Description: ABS A00216 J DORST SV-936,500.81 ACRES

(legal description). I have had the division of

land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

☐ Agricultural Use

☐ Family

☒ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner

Adopted 6/27/2022



Date: 9/12/2024

Signature: _____

Printed Name: _____

DEVIN ELDER

Principal

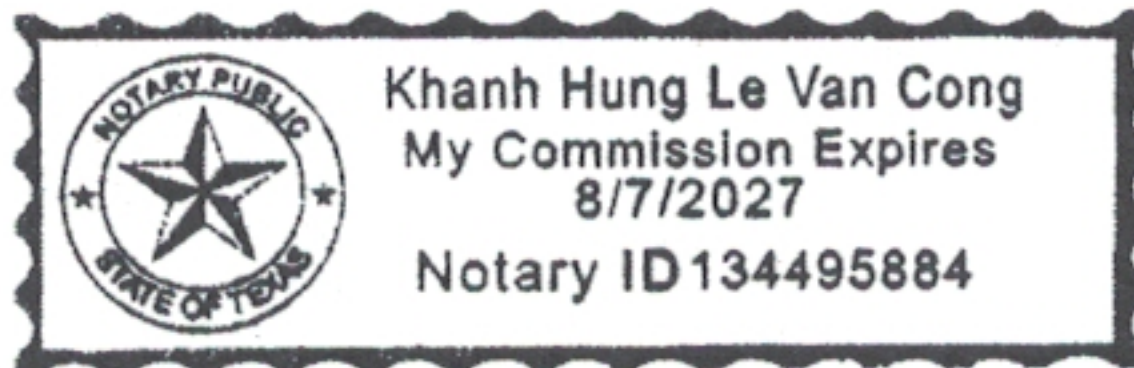
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Devin Elder, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 12th day of September 2024.



Notary Public, in and for
State of Texas



Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

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.

SPECIAL WARRANTY DEED

Copy

Date: June 10, 2024

Grantor: CAROLYN ANNE COUGHRAN BELL, a/k/a Carolyn Ann Coughran Bell f/k/a Carolyn Ann Busby, individually, dealing in her sole and separate property and estate, which forms no portion of her homestead, and in her capacity as Co-Independent Executor of the Estate of Hazel Margaret Coughran, Deceased, whose Last Will and Testament was admitted to probate under Cause No. 0597, County Court, McMullen County, Texas;

CHRISTOPHER JOSEPH COUGHRAN, a/k/a Christopher Joe Coughran, individually, dealing in his sole and separate property and estate, which forms no portion of his homestead, and in his capacity as Co-Independent Executor of the Estate of Hazel Margaret Coughran, Deceased, whose Last Will and Testament was admitted to probate under Cause No. 0597, County Court, McMullen County, Texas;

MARGARET MARY COUGHRAN COLLINS, dealing in her sole and separate property and estate, which forms no portion of her homestead; and

ELEANOR RUTH HEBERT f/k/a Eleanor Ruth Coughran Thomas, dealing in her sole and separate property and estate, which forms no portion of her homestead,

Grantor's Mailing Address: C/O Carolyn Anne Coughran Bell
P.O. Box 508, D'Hanis, Medina County, Texas 78850

Grantee: 500 ATASCOSA VENTURE, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: 115 Camaron Street, San Antonio, Bexar County, Texas 78205

Consideration: Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration.

Property (together with all improvements):

BEING 500.58 acres of land, more or less, being all of a called 500.81 acre tract, described in a deed recorded under Clerk's File No. 114933, Official Public Records of Atascosa County, Texas, and being situated in the Jacob Darst Survey No. 936, Abstract No. 216, in Atascosa County, Texas. Said 500.58 acres of land, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservation(s) from Conveyance:

- Each individual Grantor does hereby RESERVE unto said Grantor, and their respective heirs, successors, and/or assigns all of the oil, gas, and other minerals, owned by such Grantor, in, on, and/or under the Property and that may be produced therefrom, including all rights and privileges appurtenant thereto, including without limitation the following: (i) the right to lease their interest in the mineral estate herein reserved; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; (iv) the right to receive royalty; and (v) the right to explore for and develop Grantor's interest in the mineral estate herein reserved (including the right to utilize the surface of the Property as is necessary and/or convenient for such exploration and development). If the mineral estate is subject to existing production or an existing lease, then this reserva-

tion shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that each Grantor is currently entitled to (whether presently vested, future, or contingent in nature).

For clarity, the reservation herein is in favor of the individual Grantors only, and is not intended to reserve any interest in the oil, gas, and/or other minerals to the Estate of Hazel Margaret Coughran, Deceased.

Exception(s) to Conveyance and Warranty:

- Shortages in area.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- Right-of-Way Easement dated October 4, 1961, executed by Ralph Coughran to Hansalee George Thielhonn recorded in Volume 280, Page 628, Deed Records of Atascosa County, Texas.
- Easement dated December 14, 1961, executed by Ralph Coughran to South Texas Electric Cooperative, recorded in Volume 298, Page 137, Deed Records of Atascosa County, Texas.
- Devise of minerals and/or royalty interest as set out in the Last Will and Testament of Ralph Coughran, Deceased, recorded under Cause No. 3160, Probate Records of Atascosa County, Texas.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated January 2, 1981, executed by Joe Albert Coughran, Jr., et ux to Christopher Joe Coughran, et al, recorded in Volume 543, Page 212, Deed Records of Atascosa County, Texas.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated December 29, 1980, executed by Joe Albert Coughran, Jr., et ux to Christopher Joe Coughran, et al, recorded in Volume 543, Page 215, Deed Records of Atascosa County, Texas.
- Memorandum of Oil and Gas Lease dated July 11, 2013, from Hazel Margaret Coughran, et al to Hunt Oil Company, recorded under Clerk's File No. 143681, Official Public Records of Atascosa County, Texas.
- Memorandum of Oil and Gas Lease dated July 11, 2013, from Christopher Joe Coughran, Trustee to Hunt Oil Company, recorded under Clerk's File No. 143682, Official Public Records of Atascosa County, Texas.
- Rights and interests in tenants, Ashley Livestock, Darryl Ashley, and Derek Ashley, for sixty (60) days following the Date hereof.
- Any right, claim, and/or interest associated with the (i) overhead electric lines; (ii) meter pole(s); (iii) well house; (iv) water lines; (v) water trough; (vi) easements; (vii) rights of parties to use the access easements crossing the subject property; (viii) gates, rights of parties to use said gates for access to adjoining tracts and (ix) that portion of the driveway not situated within the easement(s) shown on the Survey Plat, prepared by Timothy G. Hay, RPLS 5521, Hay & Associates Surveying Co. on April 11, 2024.

AS-IS Provision:

- THE PROPERTY IS CONVEYED TO AND ACCEPTED BY GRANTEE "AS IS, WHERE IS", IN ITS PRESENT PHYSICAL CONDITION, WITH ALL FAULTS AND DEFECTS, LATENT OR PATENT,

KNOWN OR UNKNOWN, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR WARRANTIES OF TITLE AS MAY BE SET FORTH AND LIMITED IN THIS DEED. IN PARTICULAR (AND BY WAY OF ILLUSTRATION AND NOT LIMITATION), GRANTOR MAKES NO REPRESENTATIONS AS TO THE PRESENT OR FUTURE VALUE OF THE PROPERTY OR ITS PRESENT OR FUTURE SUITABILITY FOR ANY PARTICULAR PURPOSE. FURTHER, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING THE PHYSICAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH ANY ENVIRONMENTAL, POLLUTION, OR LAND USE LAWS AND REGULATIONS, WHETHER FEDERAL, STATE, OR LOCAL. ANY AND ALL PRIOR ORAL OR WRITTEN STATEMENTS CONCERNING CONDITION OF THE PROPERTY, WHETHER MADE BY GRANTOR, GRANTOR'S AGENTS, OR THIRD PARTIES ACTING ON BEHALF OF GRANTOR, ARE EXPRESSLY DISCLAIMED. GRANTEE ACCEPTS THIS CONVEYANCE SOLELY ON THE BASIS OF GRANTEE'S DUE DILIGENCE AND EXAMINATION OF THE PROPERTY. THE CONSIDERATION PAID FOR THE PROPERTY REFLECTS THE "AS IS" NATURE OF THE CONVEYANCE. THIS "AS IS" PROVISION IS A MATERIAL TERM THAT HAS RESULTED FROM SPECIFIC NEGOTIATIONS BETWEEN THE PARTIES (AND THEIR ATTORNEYS, AS APPLICABLE). GRANTOR WOULD NOT HAVE BEEN WILLING TO SELL AND CONVEY THE PROPERTY TO GRANTEE UNLESS THIS DEED CONTAINED THIS "AS IS" PROVISION.

Grantor, owner of the Property, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Conveyance and Warranty, and the AS-IS Provision GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance, Exceptions to Conveyance and Warranty, and the AS-IS Provision.

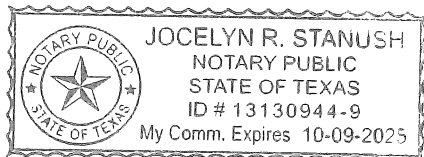
When the context requires, singular nouns and pronouns include the plural.

Carolyn Anne Coughran Bell


CAROLYN ANNE COUGHRAN/BELL, a/k/a Carolyn Ann Coughran Bell f/k/a Carolyn Ann Busby, individually, dealing in her sole and separate property and estate, which forms no portion of her homestead, and in her capacity as Co-Independent Executor of the Estate of Hazel Margaret Coughran, Deceased, whose Last Will and Testament was admitted to probate under Cause No. 0597, County Court, McMullen County, Texas

THE STATE OF TEXAS :
COUNTY OF ATASCOSA :

This instrument was acknowledged before me on this the 10 day of June, 2024, by CAROLYN ANNE COUGHRAN BELL, a/k/a Carolyn Ann Coughran Bell f/k/a Carolyn Ann Busby, individually, dealing in her sole and separate property and estate, which forms no portion of her homestead, and in her capacity as Co-Independent Executor of the Estate of Hazel Margaret Coughran, Deceased, whose Last Will and Testament was admitted to probate under Cause No. 0597, County Court, McMullen County, Texas

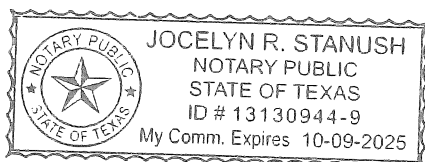


[Signature]
NOTARY PUBLIC, STATE OF TEXAS


CHRISTOPHER JOSEPH COUGHRAN, a/k/a
Christopher Joe Coughran, individually, dealing in his
sole and separate property and estate, which forms no
portion of his homestead, and in his capacity as Co-
Independent Executor of the Estate of Hazel Margaret
Coughran, Deceased, whose Last Will and Testament was
admitted to probate under Cause No. 0597, County Court,
McMullen County, Texas

THE STATE OF TEXAS :
COUNTY OF ATASCOSA :

This instrument was acknowledged before me on this the 10 day of June,
2024, by CHRISTOPHER JOSEPH COUGHRAN, a/k/a Christopher Joe Coughran, individually, dealing in his
sole and separate property and estate, which forms no portion of his homestead, and in his capacity as Co-
Independent Executor of the Estate of Hazel Margaret Coughran, Deceased, whose Last Will and Testament was
admitted to probate under Cause No. 0597, County Court, McMullen County, Texas.

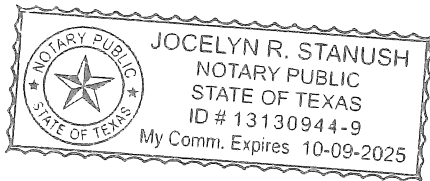



NOTARY PUBLIC, STATE OF TEXAS

Margaret Mary Coughran Collins
MARGARET MARY COUGHRAN COLLINS, dealing
in her sole and separate property and estate, which forms
no portion of her homestead

THE STATE OF TEXAS :
COUNTY OF ATASCOSA :

This instrument was acknowledged before me on this the 10 day of June,
2024, by MARGARET MARY COUGHRAN COLLINS, dealing in her sole and separate property and estate,
which forms no portion of her homestead.



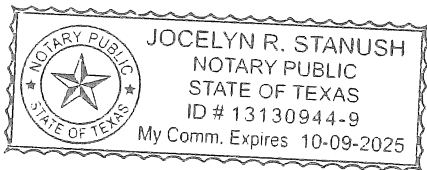
[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Eleanor Ruth Hebert

ELEANOR RUTH HEBERT, f/k/a Eleanor Ruth Coughran Thomas, dealing in her sole and separate property and estate, which forms no portion of her homestead

THE STATE OF TEXAS :
COUNTY OF ATASCOSA :

This instrument was acknowledged before me on this the 10 day of June, 2024, by ELEANOR RUTH HEBERT, f/k/a Eleanor Ruth Coughran Thomas, dealing in her sole and separate property and estate, which forms no portion of her homestead.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

AGREED TO AND ACCEPTED BY GRANTEE:

500 ATASCOSA VENTURE, LLC,
a Texas Limited Liability Company

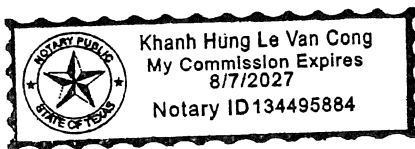
By: _____

DEVIN ELDER, Managing Member

THE STATE OF TEXAS :

COUNTY OF Brewer :

This instrument was acknowledged before me on this the 7 day of June, 2024, by DEVIN ELDER, in his capacity as Managing Member of 500 ATASCOSA VENTURE, LLC, a Texas Limited Liability Company, on behalf of said Company.



NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Matthew K. Franklin
120 Preston Street
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Martin Abstract Co., Inc.
P.O. Box 127
Jourdanton, TX 78026

EXHIBIT A

Hay & Associates Surveying Co.

contacthaysurveying@gmail.com

Firm # 10193959

(830) 426-8553

STATE OF TEXAS

COUNTY OF ATASCOSA

Field Notes of 500.58 acres, being all of a 500.81-acre tract, File # 114933 Official Public Records of Atascosa County, Texas and all out of the Jacob Darst Survey 936, Abstract 216, Atascosa County, Texas. (All 5/8" iron pin set with yellow plastic cap stamped "Timothy Hay RPLS 5521").

BEGINNING at a 1/2" iron pin found in concrete with a "Pollock" cap by a 6" treated post 3-way fence corner, in the east line of Ralph Coughran Road, the east line of a 382.738 acre tract, Volume 349, Page 511 Deed Records of Atascosa County, Texas, for the lower southwest corner of a 500.81 acre tract, File # 151915 Official Public Records of Atascosa County, Texas, and the northwest corner of the subject tract, a 6" cedar post found for an interior corner of the adjoining 500.81 acre tract bears N 0° 21' 20" E 1896.09 feet.

THENCE S 89° 56' 51" E, with the south line of the adjoining 500.81 acre tract and generally with the fence, 3734.56 feet to a 1/2" iron pin found by a 6" treated post 3-way fence corner, in the west line of a 136.00 acre tract, Tract 1, File # 206592 Official Public Records of Atascosa County, Texas, for the southeast corner of the adjoining 500.81 acre tract, and the northeast corner of the subject tract.

THENCE S 0° 07' 06" E, with the west line of the 136.00 acre tract, the east line of the subject tract, and generally with the fence, 1542.85 feet to a 5/8" iron pin found by a 10" cedar post 3-way fence corner, for the southwest corner of the 136.00 acre tract and the northwest corner of a 39.56 acre tract, Tract 1, File # 199644 Official Public Records of Atascosa County, Texas.

THENCE with the east line of the subject tract and generally with the fence:

S 0° 06' 57" W; at 1165.69 pass the northeast corner of a 30' wide access easement, Volume 280, Page 628, Deed Records of Atascosa County, Texas, with the east line of this 30' wide easement; at 1577.93 feet pass the northeast corner of another 30' access easement, Tract 3, File # 199644 Official Public Records of Atascosa County, Texas; continuing with both 30' wide access easements a total of 2195.36 feet to a 1/2" iron pin found for the southwest corner of a 23.85 acre tract, Tract 1, Volume 129, Page 757 Official Public Records of Atascosa County, Texas and the northwest corner of a 23.85 acre tract, Tract 2, Volume 129, Page 765 Official Public Records of Atascosa County, Texas.

S 0° 02' 22" W, with the east line of both 30' wide access easements, 2089.03 feet to a 1/2" iron pin found with a "Pollock" cap, for the ostensible southeast corner of Survey 936, an interior corner of a 10.00 acre tract, Tract II, File # 131290 Official Public Records of Atascosa County, Texas, the southeast corner of both 30' wide access easements, and the southeast corner of the subject tract, a 6" cedar post 2-way fence corner bears S 87° 10' 51" E 2.11 feet.

THENCE S 89° 40' 02" W, with the north line of the 10.00 acre tract, the south line of both 30' wide access easements, and generally with the fence, 777.70 feet to a 5/8" iron pin set by an 8" treated post 3-way fence corner, in the east line of Leal Road, for the northwest corner of the 10.00 acre tract, and the southwest corner of both 30' wide access easements.

THENCE N 2° 38' 44" E, with the east line of Leal Road and the lower west line of both 30' access easements, 14.97 feet to a 5/8" iron pin set for a corner in Leal Road and a corner in the south line of the subject tract, the lower northwest corner of the 30' wide access easements bears N 2° 38' 44" E 15.07 feet.

Field Notes of 500.58 Acres
(Page 2 of 2)

THENCE S 89° 27' 35" W, with the north line of Leal Road and generally with the fence, 2960.72 feet to a 5/8" iron pin set by a 12" treated post, for the northeast corner of the intersection of Leal Road with Ralph Coughran Road, the southeast corner of a 560.527 acre tract, Volume 349, Page 513 Deed Records of Atascosa County, Texas, and the southwest corner of the subject tract.

THENCE with the east line of Ralph Coughran Road, the east line of the 560.527 acre tract, then the 382.738 acre tract, and generally with the fence:


N 0° 01' 58" W 1263.55 feet to a 10" treated post 3-way fence corner with no wire running to the east,

N 0° 03' 55" E 2565.76 feet to a 6" treated post,

N 0° 06' 00" E 2018.83 feet to the POINT OF BEGINNING; said described tract containing 500.5755 acres, more or less. Surveyed on the ground April 11, 2024 and prepared for Devin Elder.

Bearings shown herein are based on WGS 84 from GPS observations.

I hereby certify that the foregoing field note description and accompanying plat were prepared from an actual survey performed on the ground by me and to the best of my knowledge and belief it is true and correct. Hay & Associates Surveying Co. accepts responsibility for these field notes only to the original clients for which it was prepared.

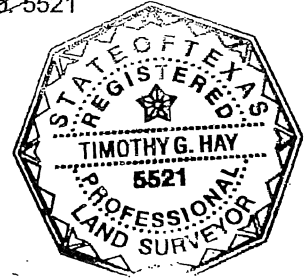


Timothy G. Hay, R.P.L.S. No. 5521

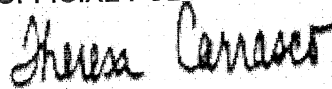
271 CR 448

Hondo, Texas 78861

Job: 2024029-500.58 Ac



CONFORMED COPY
OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County Texas

June 10, 2024 03:37:49 PM

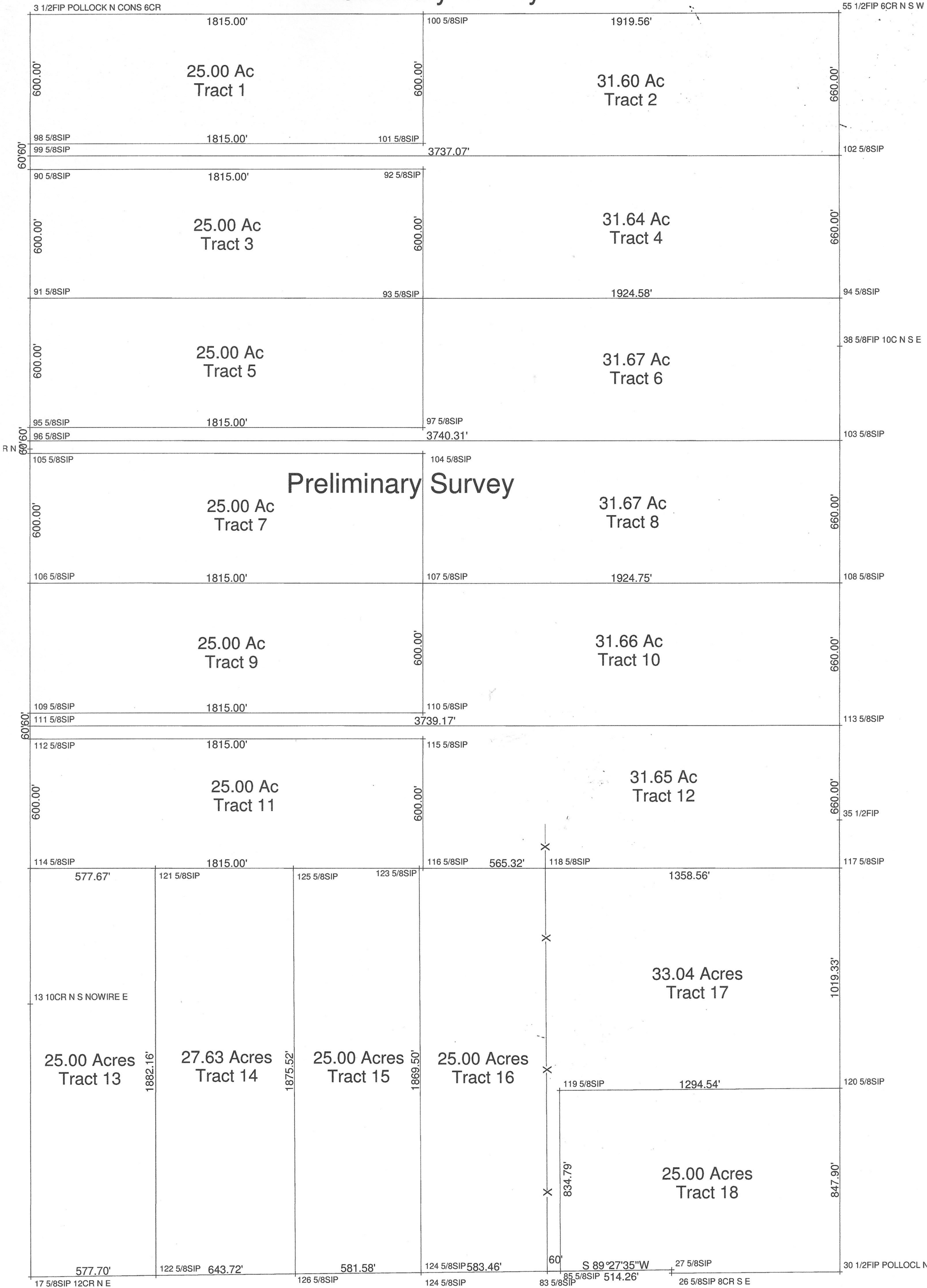
FEE: \$58.25

LCASTANEDA

243433

D

Preliminary Survey



Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Timothy G. Hay, R.P.L.S. NO. 5521
Hay & Associates Surveying Co.
271 CR 448, Hondo, Texas 78861
(830) 426-8553
Job: 2024029
Release Date: 7-22-2024

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 18 tracts of land out of 500.58 acres, more or less, described in a Deed, Instrument number 243433, Official Public Records, Atascosa County, Texas, and being currently owned by 500 Atascosa Venture LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period
Requested Action

Britni Van Curan: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Victoria Davis
Position:	Administrative Assistant
Pay Rate:	\$40,000 per year/\$19.23 per hour
Salary Budget Area:	012-472-407
Start Date:	10/01/24
Physical:	N/A
Drug Test:	N/A



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Comm. Bowen: Discuss and/or take appropriate action concerning personnel:
New Employee: Juan Alvarez
Position: Road & Bridge Pct. 2 Worker
Pay Rate: \$45,031.99 annually
Salary Budget Area: 022-400-402
Start Date: 09/23/2024
Physical: pending
Drug Test: pending

AGENDA REQUEST (GENERAL)

Agenda Item 25.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a lay flat water line for EOG, Inc on CR 413 traveling North on East side of the ROW for 1.34 miles to the Wilson County line. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

CR 413 EOG

*09/17/2024 08:39
PPYR: 09/2024 LO

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS

RECEIPT NO: 132841
PAGE: 1

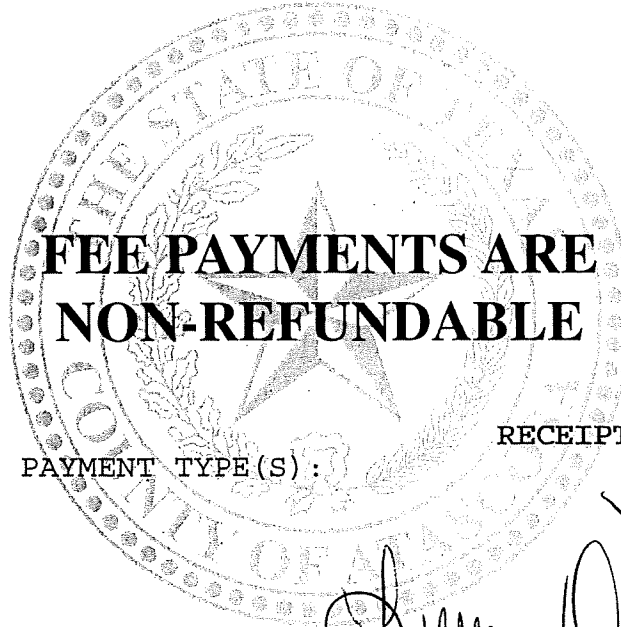
* ORIGINAL *

FROM: 904012 PEVETO & ASSOCIATES ESCROW LLC
100 EAST FERGUSON SUITE 909
TYLER TX 75702

ACCT NAME
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION
024-300-368 CK#15792/ TEMP WATER SSB MULT

ITEM AMOUNT
1,000.00



AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):
1,000.00 CHECKS

RECEIPT TOTAL: 1,000.00

TREASURER OF ATASCOSA COUNTY, TEXAS

A handwritten signature in black ink, which appears to read "Hilary Lee Waberi", is written over a horizontal line.

THIS DOCUMENT CONTAINS INVISIBLE UV SECURITY AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

PEVETO & ASSOCIATES ESCROW LLC

100 EAST FERGUSON SUITE 909

TYLER, TX 75702

903-592-3081

Southside Bank

1201 S Beckham

PO BOX 1079

Tyler, TX 75710-1079

903-531-7111

88-2360 / 1119

15792

DATE 09/11/2024

PAY TO THE

ORDER OF Atascosa County, Texas

\$ **1,000.00

ONE-THOUSAND AND 00/100*****

DOLLARS

Atascosa County, Texas

132841

15792 1119236071 1626426

132841



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW EOG RESOURCES, INC. (company name) (hereinafter "Company"), a CORPORATION (state), DELAWARE (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below): CR 413-ATACOSA CO-PREC-4 (28.882889 -98.197815) traveling north on east side of ROW for 1.34 miles to Wilson County Line, then onto location of the Kraken A Unit #1H-D#4H and Cerberus A Unit #1H in Wilson County ((28.916078 -98.208439)

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.

This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/ pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

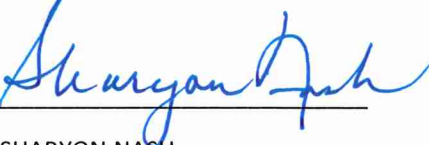
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about Sept. 11, 2024 (mm/dd/yyyy) and complete such operations by Dec 11, 2024 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR



By: SHARYON NASH

Title: PETROLEUM LANDMAN/AGENT

Address: 14708 Hwy 80, Karnes City, TX 78118

Date: Sept 11, 2024

____ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.
I have reviewed the foregoing Request, and I:

____ Do not approve, for the following reason(s) _____

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY Questions

regarding the Temporary Water Line Right of Way should be addressed to:

Print name: SHARYON NASH

Office Telephone: 817.694.6572

Email Address: sharyon.nash@gmail.com

Address: 14708 HWY 80

City, State, Zip: Karnes City, TX 78113

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

BASIC INFORMATION: Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE



AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00

Atascosa Co-Wilson Co Drill Water Line

CR 413- 3.08 miles north of intersection FM 791& CR 413- (1) 4" lay-flat, temporary, above-ground water line to enter ROW on east side from EOG-Moy Water Pit (28.882889 -98.197815) & travel 1.34 miles to the Wilson Co line, crossing into Wilson Co and on north to location of Kraken A1H-D4H & Cerberus A1H wells in Wilson Co

- Legend**
-  Kraken-Cerberus Drill Line Route
 -  Moy Water Pit-FM 791/CR 413-Area 3

KrakenC3H • Kraken D4H

Atascosa-Wilson Co Line

EOG Lys

Moy Water Pit-FM 791/CR 413-Area 3

Google Earth

4000 ft



Atascosa Co-Wilson Co Drill Water Line

CR 413- 3.08 miles north of intersection FM 791& CR 413- (1) 4" lay-flat, temporary, above-ground water line to enter ROW on east side from EOG-Moy Water Pit (28.882889 -98.197815) & travel 1.34 miles to the Wilson Co line, crossing into Wilson Co and on north to location of Kraken A1H-D4H & Cerberus A1H wells in Wilson Co

Legend

-  Kraken-Cerberus Drill Line Route
-  Moy Water Pit-FM 791/CR 413-Area 3

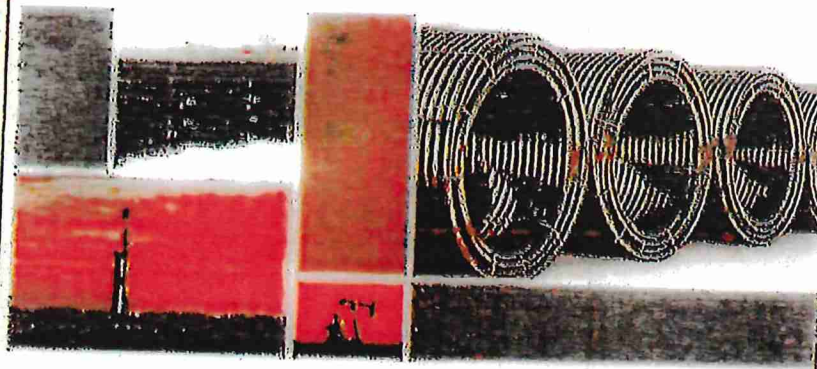
Atascosa-Wilson Co Line





pipelineplastics LLC

ENERGY PIPE PE4710



APPLICATIONS

Pipeline Plastics Energy Pipe is a PE 4710 high performance bimodal high density polyethylene (HDPE) pipe designed for Oil & Gas Gathering, Multi-Phase Fluids, Raw Water, Brine Water, Combed Methane, Landfill Methane and Leachate. It has superior toughness and resistance to the harsh environments found in these demanding applications.

CONFORMANCE

- o ASTM F2619 Standard Specification for High-Density Polyethylene (PE) Line Pipe
- o ASTM D2613-11 Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing and Fittings
- o API 15LE Specification for Polyethylene Line Pipe (PE)
- o Cell Classification PE405574C per ASTM D3330
- o Plastics Pipe Institute (PPI) TR-4 Listing as PE 4710 (also meets PE 3408 per D3351.02a)
- o Hydrostatic Design Basis 1,000 psi @ 73°F (23°C) per ASTM D2837
- o Hydrostatic Design Basis 1,000 psi @ 140°F (60°C) per ASTM D2837
- o Color & UV Stabilizer (C) Black with 2% anti Carbon Black per ASTM D3350
- o Heat Fusion procedure according to ASTM F2620, and PPI TR-33 and TR-41

Corporate & Office Sales Dept.
PO BOX 1092, 14871A39A, Orem, UT 84051
801.226.6120 Fax 801.226.6101 Sales@ppc.com

South District Sales
PO Box 324, 10955 US Hwy 212, Ocala, Florida, 32067
888.899.6360 Fax 352.237.6591 Sales@ppc.com

Investigations by: 1410A00-7604-1C03-4612

No.	Date		No.	Date		No.	Date		No.	Date		No.	Date	
	Year	Month		Year	Month		Year	Month		Year	Month		Year	Month
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23	1900	11	11	1901	11	12	1901	12	1	1902	1	2	1902	2
24	1900	12	12	1901	12	1	1902	1	2	1902	2	3	1902	3
25	1900	1	1	1902	1	2	1902	2	3	1902	3	4	1902	4

[illegible]

pipe line plastics

South Africa
Gauteng
Johannesburg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243		CONTACT NAME: PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A :Everest National Insurance Company	
		INSURER B :Liberty Mutual Fire Insurance Company	
		INSURER C :Liberty Insurance Corporation	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:EPGDA4BN

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EN4GL00088231	06/01/2024	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AS2-641-004526-014	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-64D-004526-054 WC7-64D-004526-074 (WI Only)	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Generic for all county roads in Atascosa County for Areas 3&4.

CERTIFICATE HOLDER

CANCELLATION

Atascosa County 1 Courthouse Circle Dr Ste 101 Jourdanton, TX 78026	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Existing Employee, new position or promotion

Requested Action

Comm. Riley: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Transfer of Employee: Juan Benites; Transfer from Pct. 2 to Pct. 4
Position:	Foreman
Pay Rate:	\$57,000.00 annually
Salary Budget Area:	024-400-402
Start Date:	09/23/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 27.

Meeting Date: 09/23/2024
Item Title: Road Bore Permit
Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Pillar EFS, LLC at Blackhill Rd and CR 103. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

Information

*09/19/2024 14:01
PPYR: 09/2024 LO

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS

RECEIPT NO: 132924
PAGE: 1

* ORIGINAL *

FROM: 904018 PRESIDIO GENERAL CONTRACTORS LLC
712 MAIN ST
JOURDANTON TX 78026

ACCT NAME
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION
024-300-368 CK#1241/BLACKHILL RD SSB MULT

ITEM AMOUNT
500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):
500.00 CHECKS

RECEIPT TOTAL: 500.00

TREASURER OF ATASCOSA COUNTY, TEXAS



PRESIDIO GENERAL CONTRACTORS, LLC

712 MAIN ST

JOURDANTON, TX 78026

1241

88-1222/1149

02

7/19/24

Date

 CHECK ARMOR
TRAID PROTECTION

Pay to the

Order of

Atascosa County, Texas

\$ 500.00

Five hundred dollars & ~~00~~/~~100~~

Dollars



Photo
Safe
Deposit
Details on back

FCB

First Commercial Bank, N.A.
As Independent As Texas

(830) 769-3557
1301 Oak Street
Jourdanton, TX 78026
Member FDIC

For

Blackhill 4K boring permit #132424



⑆114912220⑆ 22312153⑈

01241

Blackhill Rd (CR103)

County Road

Commissioner Pct. No. _____

ATASCOSA COUNTY PIPELINE PERMIT

X ORIGINAL APPLICATION _____ AMENDMENT _____ 6 MONTH EXTENSION

ON THIS THE 19 day of September, 2024, A.D., the undersigned "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

No main or line shall ever be constructed, maintenance or any main or line hereafter to

nt in such manner as to interfere with the (TY) and in the event it shall develop that manner interferes with the construction,

Pct 4

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 19 day of September, 20 24 A.D.

After approval the fully executed permit should be returned to:

Ramsey Johnson
P.O. Box 121
Sourdanton, TX 78026

Pillar EFS LLC
Company
By: Ramsey Johnson

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Atascosa

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Ramsey Johnson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pillar EFS LLC, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

WITNESSED MY HAND AND SEAL OF OFFICE this 19th day of Sept, 2024

Legend

Ranch For Special Kids



1 mi

541

541

EXHIBIT "A"

ATASCOSA COUNTY, TEXAS

PILLAR EFS, LLC



MELVIN KRETZSCHMAR AND WIFE,
CAROL KRETZSCHMAR
CALLED 203.45 ACRES
BOOK 7 PAGE 281
O.P.R.A.C.T.
RECORDED APRIL 25, 1994
SAVE AND EXCEPT
10.00 ACRE

E. TAYLOR
A-833

1384.0' TO THE INTERSECTION
OF BLACK HILL ROAD
AND COUNTY ROAD 108

COUNTY ROAD 108

BLACK HILL ROAD

57' 19"

B.O.L.
X=2225715.92
Y=406237.32

E.O.L.
X=2225801.94
Y=406238.36

MIRE H. MCCRAW &
PAULA H. MCCRAW
WARRANTY DEED WITH
VENDOR'S LIEN
INSTRUMENT NO. 78153
O.P.R.A.C.T.
590.98 ACRES

D.P. COIT
A-177

PROPOSED CROSSING
X=2225755.03
Y=406237.79
LAT.: N 26° 56' 55.50"
LONG.: W 98° 17' 38.72"

LEGEND

- SURVEY LINE
- TRACT BORDER
- CONTINUED BASELINE
- EDGE OF EASEMENT
- === ROADWAY
- CL OF ROAD
- X- FENCE LINE
- OHE- OVERHEAD ELECTRIC

HORIZONTAL SCALE: 20'
VERTICAL SCALE: 5'



1-800-245-4545
WWW.TEXASONECALL.COM

AGENDA REQUEST (GENERAL)

Agenda Item 28.

Meeting Date: 09/23/2024
Item Title: Pre-Trial Diversion Fund
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY 2025 1st quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. Payment will be released after Trent Rowell of the County Attorney's office has reviewed and approved it.

ATTACHMENTS

Pre-Trial Invoice



81st & 218th Judicial District
Community Supervision
& Corrections Department
Atascosa, Frio, Karnes, La Salle, Wilson

Valerie Campos
Director

Andrew Flores
Deputy Director

Invoice

Fy 25 Sept 2024

Bill to: Atascosa County Attorney
1405 Campbell
Jourdanton, TX 78026

Date: September 16, 2024

<u>Item(s) Billed</u>	<u>Amount Due</u>
Pre-Trial Intervention Services for Atascosa County—FY 25 1st Quarter (Atascosa County Attorney's Office Pre-Trial Diversion Program)	\$10,500.00

**Per Section 3 of Interlocal Agreement entered on September 25, 2017*

***Please see attached report which detail current Pre-trial Diversion caseload.*

Submitted By:

Valerie Campos, Director
81st & 218th Judicial District CSCD

ATASCOSA COUNTY
1405 Campbell Avenue, Suite 102
Jourdanton, TX 78026
P: 830-769-3724
F: 830-769-2083

FRIO COUNTY
500 E. San Antonio St. Box 14
Pearsall, TX 78061
P: 830-505-2976
F: 830-334-0068

KARNES COUNTY
210 W. Calvert, Suite 170
Karnes City, TX 78118
P: 830-780-3394
F: 830-780-4546

LA SALLE COUNTY
101 Courthouse Square
Cotulla, TX 78014
P: 830-483-5151
F: 830-483-5108

WILSON COUNTY
1102 3rd Street
Floresville, TX 78114
P: 830-393-7317
F: 830-393-7326

AGENDA REQUEST (GENERAL)

Agenda Item 29.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Trent Rowell, Assistant County Attorney

Discuss and/or take appropriate action concerning:

Trent Rowell: A) Conduct Public Hearing on creation of the proposed Atascosa County Emergency Services District No. 2, pursuant to Health & Safety Code 775.015 and placing on the ballot for the first available uniform election date, a measure for the approval of the creation of the Atascosa County Emergency Services District No. 1 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution.

1. Open Public hearing
2. Close Public hearing

B) Discuss and/or take action on placing on the ballot for the first available uniform election date in 2025, a measure for approval of the creation of the Atascosa County Emergency Services District No. 2 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution, and executing an Order reflecting same.

ATTACHMENTS

ESD 2 creation order

ORDER FOR ELECTION ON THE PROPOSITION OF THE CREATION OF ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND AUTHORIZATION TO IMPOSE A TAX NOT TO EXCEED THE RATE ALLOWED BY SECTION 48-E, ARTICLE III, TEXAS CONSTITUTION PURSUANT TO HEALTH & SAFETY CODE

WHEREAS, A petition was filed with the Atascosa County Judge's Office on August 7, 2024, seeking the creation of Atascosa County Emergency Services District No. 2 and

WHEREAS, A Public Hearing regarding the creation of the Atascosa County Services District No. 2 was held on September 23, 2024; and

WHEREAS, the Petition was in conformance with Chapter 775, Health & Safety Code; and

WHEREAS, the Atascosa County Commissioners Court finds that the creation of the district is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed district; and

WHEREAS, Health & Safety Code, §775.0752 and Tax Code, §323.403, requires that such Election be held on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law,

WHEREAS, the next uniform date for an election called under such circumstances is unknown at this time,

NOW, THEREFORE, IT IS HEREBY ORDERED the boundaries of said Emergency Service District are affixed to those listed in the petition on file with the Atascosa County Clerk and that an Election be held on the following proposition:

"The creation of Atascosa County Emergency Services District No. 2 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution."

IT IS FURTHER ORDERED that this Court issue an additional Order setting this matter for election no later than sixty (60) days prior to the election date or in sufficient time to comply with other requirements of law.

ADOPTED at Open Meeting this the 23rd day of September 2024, by a vote of ____ to ____.

WELDON CUDE, County Judge

AGENDA REQUEST (GENERAL)

Agenda Item 30.

Meeting Date: 09/23/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve:

A. Changes to the Sick Leave Cap Policy and update in the Atascosa County Personnel Manual.

B. Changes to the Comp-Time Policy and update in the Atascosa County Personnel Manual.

C. The Employee Recognition and Incentive Program.

ATTACHMENTS

Sick Leave and Comp Time

Employee Recognition Program

3.07 SICK LEAVE CAP

(Current)

Eligible employees shall accrue sick leave at a rate of twelve (12) hours per month.

Accrual of sick leave shall start at the time an employee has completed his/her ninety (90) day waiting period.

An employee must complete at least eighty (80) hours of work per month to earn twelve (12) hours of sick leave that month to be available for use at the beginning of the next month.

The maximum amount of unused sick leave an employee shall be allowed to have at any time is three hundred sixty (360) hours.

(Proposed)

Eligible employees shall accrue sick leave at a rate of 12 hours per month. Accrual of sick leave shall start on the first day of the month following the completion of the employee's ninety (90) day waiting period.

The maximum amount of unused sick leave an employee may accumulate is three hundred sixty (360) hours.

5.07 OVERTIME COMPENSATION

This policy shall apply to all county employees eligible for overtime compensation under the Fair Labor Standards Act (FLSA), with the exception of the Sheriff's law enforcement employees, see below for law enforcement overtime policy.

Overtime *pay* is calculated at one and one half ($1\frac{1}{2}$) times the regular hourly rate. Compensatory time is accumulated at one and one-half ($1\frac{1}{2}$) times the overtime hours worked.

Overtime for law enforcement employees is in accordance with Section 7(k) of FLSA, 29 U.S.C. § 207(k). The established work period for law enforcement employees is 28 consecutive days for the purpose of overtime compensation. The maximum hours standard for law enforcement personnel are 171 hours worked in a 28-day work period after which the employee is entitled to one and one-half ($1\frac{1}{2}$) times the regular hourly rate. Law Enforcement Employees may receive overtime pay or compensatory time for time worked beyond 171 hours in a 28-day work period.

Effective August 8, 2022, the County is changing the limit for Comp time to 80 hours. Anyone who accrues more than 80 hours after October 1, 2022, must use that time within the next pay period.

When an employee has accrued more than 80 hours of compensatory time, the County will require that, if the employee wishes to take any time off, including sick leave, vacation, or personal leave, they must first use their compensatory time hours. This requirement will remain in effect until the employee's compensatory time balance falls below the 80-hour limit.

When an employee has reached the maximum accrual of compensatory time, any additional overtime worked shall be compensated at a rate of one and one-half ($1\frac{1}{2}$) the employee's regular rate of pay until compensatory time has been used to bring the balance below the maximum.

Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works.

Compensatory time may be used for any purpose desired by the employee. The County shall have the right to require employees to use earned compensatory time at the convenience of the county.

If an employee terminates employment for any reason prior to using all earned FLSA compensatory time, he/she shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

The County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate.

The County shall retain the right to pay all, or part of the overtime worked in any workweek by paying for that overtime at one and one-half ($1\frac{1}{2}$) the employee's regular rate of pay.

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

The Department Head shall be responsible for keeping records of all compensatory time earned and used by each eligible County employee in his/her department and shall update the balance due to each employee at the end of each pay period.

Any issues on overtime compensation not addressed in this policy shall at least meet the minimum requirements of the FLSA and the regulations issued by the Department of Labor to administer that Act.

New Proposed Policy

Employee Recognition and Incentive Program: Employee of the Quarter

Purpose: The Employee of the Quarter program aims to recognize outstanding performance and dedication among Atascosa County employees. Through this program, department heads and elected officials can nominate exemplary employees for quarterly recognition.

Nomination Process:

- Department heads or elected officials may email the County Judge at CountyJudge@co.atascosa.tx.us to submit their nomination and provide reasons why the employee should be considered for recognition.
- Elected officials do not qualify for recognition but may nominate department heads.
- Nominations should be submitted by the designated deadline each quarter.

Selection Process:

- At the end of each quarter, the Policy and Procedure Committee will review all nominations.
- The Committee will then select an employee to present to the Commissioner's Court for approval.

Selection Criteria:

- Nominations should highlight exceptional performance, dedication, teamwork, and contributions to the department and the county.
- The Committee will evaluate nominations based on the provided criteria and make a recommendation to the Commissioner's Court.

Recognition:

- The Employee of the Quarter will be announced and recognized at the second Commissioner's Court meeting following the end of each quarter.
- Recognition may include a certificate, public acknowledgment, and other forms of appreciation.

Incentives:

- The Employee of the Quarter will be granted 8 hours of administrative leave to be utilized within the quarter following their recognition.

Leave Utilization:

- Employees must adhere to county policies when utilizing paid administrative leave.
- Prior approval from the department head or supervisor is required for the utilization of leave.
- Employees must ensure that operations and staffing in their offices will ensure normal operations during their absence.

Responsibilities of Department Heads and Elected Officials:

- Department heads and elected officials are responsible for submitting timely nominations to the County Judge and ensuring the accuracy of the information provided.
- They must also support and encourage employee participation in the program.

Quarterly Employee of the Quarter Schedule for 2025

(Dates are subject to change)

- **Q1 Recognition:**
 - **Nomination Deadline:** March 3, 2025
 - **Commissioner's Court Meeting:** March 24, 2025
- **Q2 Recognition:**
 - **Nomination Deadline:** June 2, 2025
 - **Commissioner's Court Meeting:** June 23, 2025
- **Q3 Recognition:**
 - **Nomination Deadline:** September 1, 2025
 - **Commissioner's Court Meeting:** September 22, 2025
- **Q4 Recognition:**
 - **Nomination Deadline:** December 1, 2025
 - **Commissioner's Court Meeting:** December 22, 2025

**AGENDA REQUEST
(GENERAL)**

Agenda Item 31.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to accept the "Architecture Letter of
Comm. Bowen Engagement" from RDG Architecture & Development for the Atascosa County/
Lytle Commissioner's Office to finish out.

ATTACHMENTS

Information

RDG architecture & development

**“Architectural letter of Engagement”
Atascosa County / Lytle Commissioner’s Office Finish Out**

September 19, 2024

Mark Bowen, County Commissioner Precinct 2

1 Courthouse Circle Dr., Suite 101

Jourdanton, Texas 78026

Weldon P. Cude, Atascosa County Judge

1 Courthouse Circle Dr., Suite 101

Jourdanton, Texas 78026

**Ref: 1,200 square foot architectural interior design & finish out
Direct the mechanical & electrical design for the finish out and the
balance of the building for lighting, power and mechanical installations.**

Gentlemen,

Thank you for considering RDG in providing architectural services for the office finish out design and construction of an office use for a space to serve as the Commissioner’s office and his staff. And thank you for your time to visit with me on site yesterday.

This proposal is to provide the design, construction documents and construction administration for the 1,200 square foot office footprint within the existing shell building. A sketch of the of the desired space has been provided by the Commissioner. I have been advised that a plat of the property and building plans for the shell building may be available. I anticipate receiving this information as it will save time as it is imperative to have documentation on existing conditions.

Phase One - Preliminary Design / Retainer

Upon approval of this proposal, the preliminary design of the interior space to encompass the new office area and supporting services can begin at once. Without the forementioned site and building documentation RDG will require access to the site to perform the documentation of existing conditions. The Phase One portion

210.872.2965

P.O. Box 90989

San Antonio, Texas 78209

of the work will require retainage to begin and will cover the cost for preliminary design until approval of the plan by all interested parties.

The retainage / fee for Phase One will be: 2,500.00

Phase Two – Construction Documents and Specifications

Once the preliminary design has been approved, RDG can begin working with the mechanical and electrical engineering firm to collaborate in producing a complete set of construction documents for selection of a candidate General Contractor. RDG is aware the County department for oversight of the procurement of the General Contractor will administer the advertising, bidding and selection process. RDG will consult with the County to determine the right GC for the project.

The following is a preliminary list of construction documents for bidding and construction, to be modified as required:

- Cover Sheet, location map, index to drawings and code compliance.
- Architectural Site plan to identify any site improvements outside the existing building's perimeter such as sidewalks (at entry) and handicap accessible parking and signage.
- Existing / Demolition Plan if required.
- Proposed Interior Floor Plan for the entry, waiting, restrooms, offices and breakroom/conference areas. Mezzanine plan if allowed for this use.
- Enlarged Toilet Plans and Elevations.
- Reflected Ceiling Plan.
- Wall sections and required details, covered entry.
- Room Finish Schedule.
- Door elevations, hardware and window(s) elevations if applicable.

The architectural fee for Phase Two CD's will be: 4,000.00

Phase Three – Construction Administration

At the completion of the bidding and selection process by the County of Atascosa, RDG will provide on-site administration of the AE documents to ensure the work is being performed to the general intent of the contract.

The fee for Phase Three will be: 1,000.00

The total architectural fee @ \$7,500.00

Architectural Fee

As previously stated, the retainer of \$2,500 will engage RDG with the County of Atascosa and begin the design process. The Construction Documents fee will be billed on a 30-day payment schedule or in total if this phase takes only one or less than one month. The Construction Administration fee will be billed in total at approximately 80% completion of the work.

Additional Consulting to provide the complete AE set of construction documents will be:

- Mechanical and Electrical engineering by a qualified MEP firm. Lighting, power, mechanical and water services to the area of the interior and exterior of the building will be part of the Engineering services.
- ComCheck for energy code compliance will be performed by the MEP firm.
- A Registered Access Specialist (RAS) will be required to review the complete construction documents for Texas Accessibility Standards and submit the documents for the acquisition of a TDLR registration number. The RAS will perform a final inspection at the completion of the work.
- The Septic System / Drain Field, Water Service and Electrical Service will be the responsibility of the County with the assistance of the General Contractor and Subcontractors to the existing building.

RDG architecture & development reserves its common law rights and ownership of certified documents as provided for by the "Architectural Copyright Protection Act of 1990" passed by the 101st Congress and all other laws applicable to common business law as established in the State of Texas for commerce and professional services.

END

Respectfully,



Richard D. Gamez, N.C.A.R.B.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 32.

Meeting Date: 09/23/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve a \$500.00 monthly pay stipend for Jessica Godinez for providing administrative support to the Atascosa County Economic Development Corporation from September to December 2024.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 33.

Meeting Date: 09/23/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or approve the Agreement with DRG Architects for architectural services for the Sheriff's Office Jail addition. The agreement will be signed by the County Judge pending review by the County Attorney's office.

ATTACHMENTS

AE Agreement DRG Arch Jail Addition



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 23th day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Atascosa County, Texas, by and through the
Atascosa County Commissioners Court
1 Courthouse Circle Drive, Ste. 206
Jourdanton, Texas 78026

and the Architect:
(Name, legal status, address and other information)

DRG Architects, LLC
13300 Old Blanco Rd., Suite 175
San Antonio, Texas 78216

for the following Project:
(Name, location and detailed description)

202420 Atascosa County
Sheriff's Office Addition 2024
Jourdanton, Texas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") Design will be based on needs determined in planning meeting with Owner on August 15, 2024 and preliminary floor plan dated August 26, 2024.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Design will be based on needs determined in planning meeting with Owner on August 15, 2024 and preliminary floor plan dated August 26, 2024.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The addition is a single story steel frame structure or concrete slab with masonry veneer exterior walls.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Building Construction and Site Development. \$1,100,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

November 20, 2024

.2 Construction commencement date:

Construction Contract award by December 31, 2024

.3 Substantial Completion date or dates:

December 20, 2025

.4 Other milestone dates:

Construction Contract to be awarded prior to December 31, 2024.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Honorable Weldon Cude
Atascosa County Judge and the
Atascosa County Commissioners Court
1 Courthouse Circle Dr., Ste 206
Jourdanton, Texas 78026

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Atascosa County Sheriff

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Frost Geosciences

Helotes, Texas 78023

.2 Civil Engineer:

Rakowitz Engineering
PO Box 172
Pleasanton, Texas 78064

.3 Other, if any: Survey

(List any other consultants and contractors retained by the Owner.)

Rakowitz Engineering
PO Box 172
Pleasanton, Texas 78064

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Wayne Gondeck, AIA
President
DRG Architects, LLC
13300 Old Blanco Rd. Suite 175
San Antonio, Texas 78216

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Intelligent Engineering Services
1045 Central Parkway North, Suite 200
San Antonio, Texas 78232

.2 Mechanical Engineer:

NRG Engineering Inc.
5656 S. Staples St., Ste 312
Corpus Christi, Texas 78411

.3 Electrical Engineer:

NRG Engineering Inc.
5656 S. Staples St., Ste 312
Corpus Christi, Texas 78411

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Project funding by American Rescue Plan Act.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Owner will provide Architect with any specific county documents which must be included in procurement documents to meet grant or processing requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in advertising to prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining proposals; (2) confirming responsiveness of proposals; (3) determining the successful proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Proposals

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Where "Bidding" is used in this agreement, it refers to Competitive Sealed Proposals.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Not Used.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or

procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Architect will schedule regular meetings with Architect, Owner, and Contractor to review the progress of the work. Such meetings will be at least monthly.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Architect will schedule regular meetings with Owner, Architect, and Contractor to review the progress of the work. Such meetings will be at least monthly.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, and determine if there are any outstanding items needing to be addressed under the Contractor's warranty. Architect will notify Contractor of outstanding warranty items.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect (Basic Services)
§ 4.1.1.3 Measured drawings	Not Required
§ 4.1.1.4 Existing facilities surveys	Not Required
§ 4.1.1.5 Site evaluation and planning	Civil Engineer
§ 4.1.1.6 Building Information Model management responsibilities	Not Required
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Required
§ 4.1.1.8 Civil engineering	Architect (Allowance)
§ 4.1.1.9 Landscape design	Architect (Allowance)
§ 4.1.1.10 Architectural interior design	Architect (Basic Services)
§ 4.1.1.11 Value analysis	Not Required

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Required
§ 4.1.1.13 On-site project representation	Not Required beyond 3.6.2.1
§ 4.1.1.14 Conformed documents for construction	Not Required
§ 4.1.1.15 As-designed record drawings	Architect (Basic Services)
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Required
§ 4.1.1.18 Facility support services	Not Required
§ 4.1.1.19 Tenant-related services	Not Required
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (See 4.1.2)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Architect/Owner
§ 4.1.1.23 Commissioning	Not Required
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Required
§ 4.1.1.25 Fast-track design services	Not Required
§ 4.1.1.26 Multiple bid packages	Not Required
§ 4.1.1.27 Historic preservation	Not Required
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Included
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services - Survey	Architect (Allowance)
§ 4.1.1.31 Soils Report – If needed	Architect (Allowance)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.1.1 Civil Engineering. Architect will engage and pay for the services of the Civil Engineer to provide grading, and site utility design, TxDot permitting and City permitting assistance. Owner will reimburse the Architect for the actual cost of Civil Engineer services plus 10% for management and coordination. Civil Engineer services are in addition to Basic Services. (Allowance not to exceed \$10,000.00)

§ 4.1.2.1.2 Not Uses

§ 4.1.2.1.3 Not Used

§ 4.1.2.1.4 Not Used

§ 4.1.2.1.5 Topographic Survey. Architect will engage the services of a Registered Professional Land Surveyor (RPLS) to perform a topographic survey of the existing site. Owner will reimburse the Architect for the actual cost of Surveyor services plus 10% for management and coordination. RPLS services are in addition to Basic Services. (Allowance will not exceed \$3,000.00)

§ 4.1.2.1.6 Geotechnical Engineer (Soils Report). Architect will engage the services of a Geotechnical Engineer to perform sub-surface soils investigation and provide foundation and paving design recommendations. Owner will reimburse the Architect for the actual cost of the Geotechnical Engineer services plus 10% for coordination and management. Geotechnical Engineer services are in addition to Basic Services. (Allowance not to exceed \$6,000.00)

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§ 4.1.2.1.7 **Security.** Owner and Architect will jointly develop security requirements for the facility and architect will incorporate security design into the facility as part of Basic Services.

§ 4.1.2.1.8 The Architect is aware that the project is located on a site that is owned by Atascosa County (Owner) and that the site was previously developed as a public construction project. Architect is not aware of any environmental testing requirements necessary for this site and has not been advised of any requirements to initiate any environmental testing of site. Existing areas to be renovated where constructed under projects designed and supervised by Architect. No asbestos materials were used in those projects and no asbestos surveys will be required.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner will use in-house staff for Telecommunication and data design. Architect will indicate location of equipment and power drawings.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work.
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 (Not Used)
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 (Not Used)
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 (Not Used)
- .2 Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service, where not the fault of the Architect;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 twenty (20) visits to the site by the Architect during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

Init.

Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

(Paragraph deleted)

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 (Not Used)

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located Atascosa County, Jourdanton, Texas. Agreements reached in mediation and agreed by Commissioners Court shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration – (Not Used)

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of in Atascosa County, Jourdanton, Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

One Hundred Ten Thousand dollars (\$110,000.00).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Actual cost of services plus 10%, (ten percent shall not exceed \$1,900.00), as described in section 4.1.2.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Based on a mutually agreed amount at the time of service.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty-five	percent (35	%)
Procurement Phase	ten	percent (10	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

(Paragraphs deleted)

§ 11.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

DRG ARCHITECTS, LLC BASIC HOURLY RATES 2024

Employee or Category	Rate (\$0.00)
Principal	\$250.00
Associate Architect	\$200.00
Program Manager	\$200.00
Professional Planner	\$200.00
Senior Manager	\$180.00
Project Architect	\$180.00
Registered Architect	\$150.00
Intern Architect (IDP)	\$100.00
CAD Manager	\$125.00
Designer	\$ 95.00
CAD Technician	\$ 85.00
Clerical	\$ 75.00
Graduate Architect	\$120.00
Digital Modeler (REVIT)	\$120.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 (Not Used).7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

.11

(Paragraphs deleted)

(Not Used).12 (Not Used)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

as allowed by law

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Jurisdiction. The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (Telephone: 512-305-9000), has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Grants Documents

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

Atascosa County

DRG Architects, LLC (TBAE # BR 1891)



OWNER *(Signature)*

ARCHITECT *(Signature)*

The Honorable Weldon Cude
Atascosa County Judge

(Printed name and title)

Wayne Gondeck, AIA (TBAE #12033)
President

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1211066191)

**AGENDA REQUEST
(GENERAL)**

Agenda Item 34.

Meeting Date: 09/23/2024
Item Title: Bond
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action concerning the Bond for Atascosa County Fire Marshal.

ATTACHMENTS

Bond

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, RONALD SANCHEZ, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Officer's Signature

Date

COUNTY FIRE MARSHAL
Position to Which Elected/Appointed

ATASCOSA
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Atascosa } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 67187849

That we, Ronald Sanchez, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto Atascosa County Judge, his successors in office,
in the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 9th day of September, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 1st day of February, 2024, duly Appointed
(Elected—Appointed)
to the office of Fire Marshal in and for Atascosa County, State of Texas, for
a term of 2 years commencing on the 6th day of September, 2024.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Larry Kastan
Larry Kastan, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

County Court _____ County

County Judge,

County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk

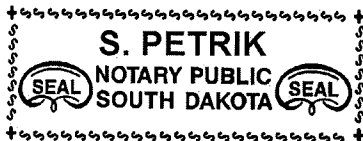
By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 9th day of September,
2024, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Petrik
Notary Public

My Commission Expires August 11, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Fire Marshal County of Atascosa County Judge

bond with bond number 67187849

for Ronald Sanchez

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 9th day of September,
2024.

ATTEST

L. Bauder

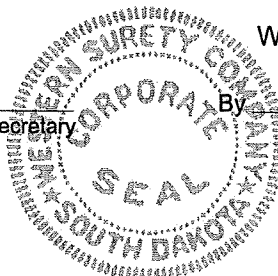
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

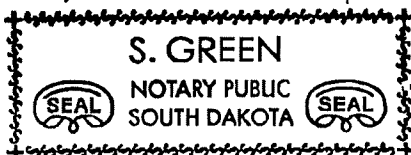
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 9th day of September, 2024, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, RONALD SANCHEZ, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COUNTY FIRE MARSHAL of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____, 2024.

(Seal)

Signature of Person Administering Oath

THERESA CARRASCO

Printed Name

ATASCOSA COUNTY CLERK

Title

AGENDA REQUEST (GENERAL)

Agenda Item 35.

Meeting Date: 09/23/2024
Item Title: Bond
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action concerning Bond for the Elections Administrator.

ATTACHMENTS

Bond

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, CATHRYN SEITER, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT
AND THAT THE FACTS STATED THEREIN ARE TRUE.***

Officer's Signature

Date

ELECTIONS ADMINISTRATOR
Position to Which Elected/Appointed

ATASCOSA
City and/or County

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Atascosa } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 67187886

That we, Cathryn Seiter, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held
and bound unto Atascosa County Judge, his successors in office,
in the sum of Twenty Thousand and 00/100 DOLLARS (\$20,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Dated this 9th day of September, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on
the 1st day of April, 2024, duly Appointed
(Elected—Appointed)
to the office of Election Administrator in and for Atascosa County, State of Texas, for
a term of 2 years commencing on the 6th day of September, 2024.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of
him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of
claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate
liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.
Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to
whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall
terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____, _____
_____, Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

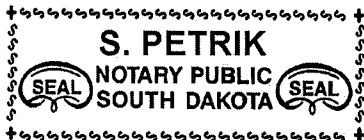
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____, Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 9th day of September,
2024, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Petrik
Notary Public

My Commission Expires August 11, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Election Administrator Atascosa County Judge

bond with bond number 67187886

for Cathryn Seiter

as Principal in the penalty amount not to exceed: \$ 20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 9th day of September,
2024.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

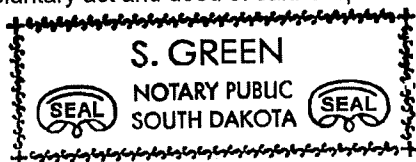
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of September, 2024, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, CATHRYN SEITER, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of ELECTIONS ADMINISTRATOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of _____, 2024 .

(Seal)

Signature of Person Administering Oath

THERESA CARRASCO

Printed Name

COUNTY CLERK

Title