

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS' COURTROOM, SUITE 203
November 25, 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. Judge Cude: Discuss and/or take appropriate action to approve the Atascosa County
Travis Pruski: Resolution to support the Neuces River Authority's Harbor Island
Desalination project in the 89th Legislative Session.
5. Margaret Littleton: Discuss and/or take appropriate action concerning accepting and entering
the Orders Setting Compensation of Court Reporter. An open public
meeting was held on November 13, 2024, after which the Orders were
signed by the 81st and 218th Judicial District Judges. See attached
Orders for the 81st District Courts Court Reporter and 218th District
Courts Court Reporter.
6. Margaret Littleton: Discuss and/or take appropriate action concerning entering the Order
Setting Annual Compensation of County Auditor and Assistants. An open
public meeting was held on November 13, 2024, after which the Order
was signed by the 81st and 218th Judicial District Judges. See attached
Order.
7. Courtney Grier: Discuss and/or take appropriate action concerning personnel:
New Employee: Victoria Navarro
Position: PRN EMT

Pay Rate: \$15.00 Hourly
Salary Budget Area: 041-400-518
Start Date: 12/08/2024
Physical: Complete
Drug Test: Complete

New Employee: Luis Enriquez
Position: Full Time EMT
Pay Rate: \$19.40 hourly
Salary Budget Area: 041-400-430; 041-400-489 Uniform Allowance
Start Date: 12/01/2024
Physical: Complete
Drug Test: Complete

8. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:
- Existing Employee: Alfonso Solis
Position: Corrections Officer
Pay Rate: Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-561
Start Date: 12/01/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Dann Garza
Position: Corrections Officer
Pay Rate: Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 11/24/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Brandon Gonzales
Position: Corrections Officer
Pay Rate: Move to Tier 2: \$49,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, 171 fluctuating, Continue 90-Day County Probation, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 11/24/2024
Physical: n/a
Drug Test: n/a

9. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Velazquez family on Mendiola Ln in Precinct 3.

10. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Hernandez Family on Bruce Rd in Precinct 1.
11. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for the Jordan Family on Private Road D92 in Precinct 2.
12. Judge Cude:
Jon Brauchle: Discuss and/or take appropriate action to approve the interlocal agreement for environmental investigatory services with the Evergreen Under Water Conservation District, pending County Attorney approval and have the County Judge sign the agreement.
13. Judge Cude: Discuss and/or take appropriate action to approve the Interlocal Agreement between the Alamo Area Council of Governments (AACOG) and Atascosa County for the Cowboy Connect Fixed Route.
14. Judge Cude: Discuss and/or take appropriate action to approve the following invoices from DRG Architects:
 - a. Invoice # 1925: for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiner's Building.
 - b. Invoice # 1926: for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiner's Building.
15. Judge Cude: Discuss and/or take appropriate action to approve invoice # 1927 from DRG Architects for architectural services related to the Sheriff's Office Addition.
16. Judge Cude: Discuss and/or take appropriate action to approve the contract with DRG Architects for professional architectural services related to the USDA Rural Development Community Facilities Grant, pending County Attorney approval and authorize the County Judge to sign the contract.

17. **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.

18. **OPEN SESSION**

19. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
20. Judge Cude:
Tracy Barrera: Discuss, review and take action to accept and/or approve any invoices and payroll.
21. Judge Cude:
Tracy Barrera: Discuss, review and take action on reports submitted.
22. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday,

December 9, 2024.

23. Judge Cude: Adjourn.

A handwritten signature in cursive script, appearing to read 'Weldon P. Cude'.

Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, November 22, 2024

A handwritten signature in cursive script, appearing to read 'Jessica Kidd'.

Jessica Kidd, Court Coordinator

**AGENDA REQUEST
(GENERAL)**

Agenda Item 4.

Meeting Date: 11/25/2024

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 the Atascosa County

Travis Pruski: Resolution to support the Neuces River Authority's Harbor Island
Desalination project in the 89th Legislative Session.

ATTACHMENTS

Information

RESOLUTION NO.
ATASCOSA COUNTY
RESOLUTION TO SUPPORT NUECES RIVER AUTHORITY'S
HARBOR ISLAND DESALINATION
IN THE 89th LEGISLATIVE SESSION

THE STATE OF TEXAS

§

ATASCOSA COUNTY

§

§

WHEREAS, the Nueces River Authority (the “Authority”) is a conservation and reclamation district created by the 44th Texas Legislature under the authority of Section 59, Article XVI, of the Texas Constitution, pursuant to Chapter 427, Acts of the Legislature of the State of Texas First Called Session, 1935, as amended; (the “Act”);

WHEREAS, the Authority is a governmental agency and a political subdivision of the State of Texas;

WHEREAS, the Authority is tasked for project planning to provide sufficient water, wastewater, stormwater, and environmental services and infrastructure to the citizens within the Nueces River Basin and others as requested;

WHEREAS, the Authority is the political sponsor for the Texas Water Development Board’s Region “N” Coastal Bend Water Planning Group, and has voting members serving on the Region “L” Planning Group tasked with developing the “Water for Texas State Water Plan;”

WHEREAS, the 2022 Water for Texas State Water Plan details a 263,380-acre feet (235 million gallon per day((MGD))) deficit in 2030;

WHEREAS, that deficit is anticipated to grow to 450,391-acre feet (402 MGD) deficit by 2070;

WHEREAS, the region must address these projected deficits with sustainable supplies of Water;

WHEREAS, there are no supplies currently identified for development to satisfy the projected deficits;

WHEREAS, the Atascosa County supports the Authority’s effort to develop a seawater desalinization project on Harbor Island with a conveyance system to serve the Nueces Basin and beyond as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE ATASCOSA COMMISSIONERS COURT THAT:

1. The above recitals are true and correct.

2. Atascosa County is supporting the effort of the Authority, namely in the development of the Harbor Island Seawater Desalinization Project.
3. Atascosa County also supports the development of any groundwater supply projects, whether fresh or brackish, to assure South Texas has adequate supplies of fresh water for residents to enjoy and flourish.

AND IT IS SO ORDERED.

PASSED AND ADOPTED this _____ day of _____, 2024.

ATASCOSA COUNTY

By: _____
County Judge Weldon Cude

Attest: _____

AGENDA REQUEST (GENERAL)

Agenda Item 5.

Meeting Date: 11/25/2024

Item Title:

Submitted For: Margaret Littleton, District Clerk

Discuss and/or take appropriate action concerning:

Margaret Littleton: Discuss and/or take appropriate action concerning accepting and entering the Orders Setting Compensation of Court Reporter. An open public meeting was held on November 13, 2024, after which the Orders were signed by the 81st and 218th Judicial District Judges. See attached Orders for the 81st District Courts Court Reporter and 218th District Courts Court Reporter.

ATTACHMENTS

Information

STATE OF TEXAS

COUNTY OF ATASCOSA

ORDER SETTING COMPENSATION OF COURT REPORTER

ORDER SETTING COMPENSATION OF COURT REPORTER on November 13, 2024, at a public hearing held in the District Courtroom of Atascosa County, Texas, pursuant to the Local Government Code, the annual salary of the Court Reporter for the 81st District Courts, respectively, was set.

IT IS THEREFORE ORDERED THAT the annual salary of the 81st District Courts Court Reporter is set at \$120,000.00, effective January 1, 2025.

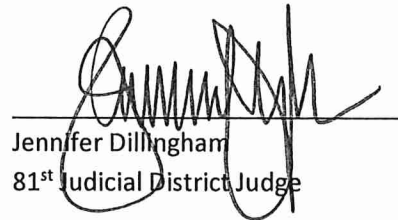
IT IS FURTHER ORDERED THAT Atascosa County's portion of such salary is set at \$42,444.00 effective January 1, 2025.

Signed November 13, 2024



Russell Wilson
218th Judicial District Judge

Signed November 13, 2024



Jennifer Dillingham
81st Judicial District Judge

FILED 11:38 A M
MARGARET E. LITTLETON, DISTRICT CLERK



I certify this to be a true and exact copy of the original on file at the District Clerk's Office, Atascosa County, Texas.
By M. Littleton

NOV 13 2024
M. Reynolds
CLERK DISTRICT COURT, ATASCOSA CO., TX
DEPUTY



STATE OF TEXAS

COUNTY OF ATASCOSA

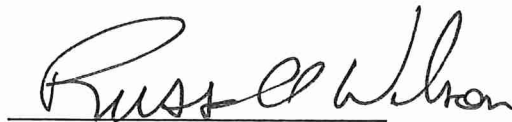
ORDER SETTING COMPENSATION OF COURT REPORTER

ORDER SETTING COMPENSATION OF COURT REPORTER on November 13, 2024, at a public hearing held in the District Courtroom of Atascosa County, Texas, pursuant to the Local Government Code, the annual salary of the Court Reporter for the 218th District Court, respectively, was set.

IT IS THEREFORE ORDERED THAT the annual salary of the 218th District Courts Court Reporter is set at \$120,000.00, effective January 1, 2025.

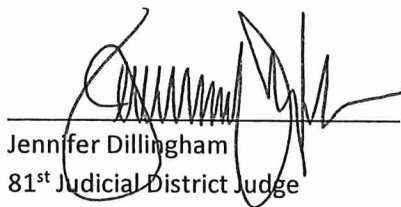
IT IS FURTHER ORDERED THAT Atascosa County's portion of such salary is set at \$42,444.00 effective January 1, 2025.


Signed November 13, 2024



Russell Wilson
218th Judicial District Judge

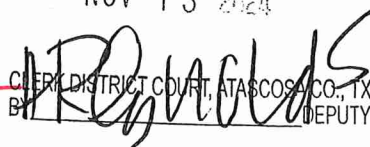
Signed November 13, 2024


Jennifer Dillingham
81st Judicial District Judge

I certify this to be a true and exact copy of the original on file at the District Clerk's Office, Atascosa County, Texas
By 

FILED 11:38 A M
MARGARET E. LITTLETON, DISTRICT CLERK

NOV 13 2024


CLERK DISTRICT COURT, ATASCOSA CO., TX
DEPUTY



AGENDA REQUEST (GENERAL)

Agenda Item 6.

Meeting Date: 11/25/2024

Item Title:

Submitted For: Margaret Littleton, District Clerk

Discuss and/or take appropriate action concerning:

Margaret Littleton: Discuss and/or take appropriate action concerning entering the Order Setting Annual Compensation of County Auditor and Assistants. An open public meeting was held on November 13, 2024, after which the Order was signed by the 81st and 218th Judicial District Judges. See attached Order.

ATTACHMENTS

Information

STATE OF TEXAS

COUNTY OF ATASCOSA

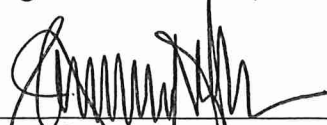
ORDER SETTING COMPENSATION OF COUNTY AUDITOR & ASSISTANTS

On, November 13, 2024 at 10:00 A.M., Pursuant to Texas Civil Statutes providing that the salary of the County Auditor and Assistant County Auditors of each county be set by the Judges of the 81st and 218th Judicial District, a public hearing was held at the Atascosa County District Courtroom after publication of notice of such public hearing as required by law. After opening the meeting for public comments, the undersigned District Judges made the following order:

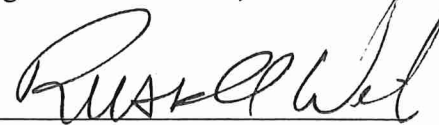
Office / Position	Salary
County Auditor	\$ 95,000.00
1st Assistant Auditor	\$ 62,500.00
2nd Assistant Auditor	\$ 48,500.00
3rd Assistant Auditor	\$ 48,500.00
4th Assistant Auditor	\$ 48,500.00

IT IS ORDERED that the annual compensation of the positions listed above, or successors in said position, shall be compensated per annum as indicated. This Order is to take effect January 1, 2025 and shall continue at the pleasure of the District Judges of said District Courts.

Signed November 13, 2024



Jennifer Dillingham
81st Judicial District Judge

Signed November 13, 2024

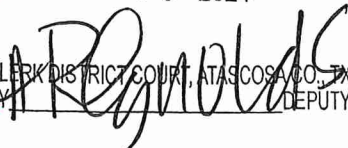

Russell Wilson
218th Judicial District Judge

FILED 11:38 O'CLOCK A M
MARGARET E. LITTLETON, DISTRICT CLERK



I certify this to be a true and exact copy of the original on file at the District Clerk's Office, Atascosa County, Texas
By 

NOV 13 2024

CLERK DISTRICT COURT, ATASCOSA CO., TX
BY  DEPUTY



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Courtney Grier:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Victoria Navarro
Position:	PRN EMT
Pay Rate:	\$15.00 Hourly
Salary Budget Area:	041-400-518
Start Date:	12/08/2024
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

New Employee:

Luis Enriquez

Position:

Full Time EMT

Pay Rate:

\$19.40 hourly

Salary Budget Area:

041-400-430; 041-400-489 Uniform Allowance

Start Date:

12/01/2024

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: Request for salary increase based on completion of probation period

Requested Action

Sheriff Soward: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Alfonso Solis
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-561
Start Date:	12/01/2024
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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Dann Garza
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	11/24/2024
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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Brandon Gonzales
Position:	Corrections Officer
	Move to Tier 2: \$49,000.00 Annually, \$120.00
	Uniform, \$150.00 Holiday, 171 fluctuating, Continue
Pay Rate:	90-Day County Probation, Continue 1-Year
	Agency Probation
Salary Budget Area:	012-442-562
Start Date:	11/24/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 11/25/2024
Item Title: Exception - Velazquez - Mendiola Ln
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 Velazquez family on Mendiola Ln in Precinct 3.

ATTACHMENTS

Velazquez Packet
Certificate - Velazquez



Registration for Division of Land in Atascosa County

I, Ernesto Velazquez am the owner of the attached filed division of land located at 293 Mendiola Ln Jourdanon TX 78026 (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: 10/24/24

Signature:

Printed Name: Ernesto Velazquez



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ernesto Velasquez, 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 October 24, 2024.

Denise Jones

Notary Public, in and for
State of Texas



11 pgs
WDVL

227521

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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 WITH VENDOR'S LIEN

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ATASCOSA *

WHEREAS, **ADRIANA G. VELAZQUEZ** and **ERNESTO VELAZQUEZ SOSA**, are the owners of that one certain tract or parcel of real property together with all improvements situated thereon and described as follows, to-wit:

Being 21.79 acres of land more or less out of the W. T. INGLE SURVEY NO. 1411, ABSTRACT NO. 1279, Atascosa County, Texas, and out of a 160 acre tract of land recorded in Volume 173, Pages 353-354, A 14.44 acre tract of land recorded in Volume 145, Page 355, A 14.44 acre tract of land recorded in Volume 146, Page 11, A 14.46 acre tract of land recorded in Volume 146, Page 45, and a 14.44 acre of land recorded in Volume 152, page 364, of the Deed Records of Atascosa County, Texas. Said 21.79 acres being more particularly described in a Warranty Deed from Charles A. Mendiola, Individually and as Trustee, et al to Frank G. Mendiola dated July 28, 1983, and recorded in Book 641, Page 38, Deed Records, Atascosa County, Texas, and more fully described by metes and bounds attached herein as Exhibit "A" and made a part hereof for all purposes;

Together with a perpetual easement, running with the land, in the Mendiola Road for ingress and egress, the Mendiola Road being approximately 35 ft. wide, consisting of 2.92 acres, more or less, extending in a westerly direction from FM Highway N. 2146, 3638 ft., more or less, to the Northwest corner of the W. T. Ingle Survey No. 1411, subject to the payment of 1/14th of the expenses of the maintenance and upkeep of said Mendiola Road.

SAVE AND EXCEPT All that certain 15.00 acre tract land, more or less, in the City of Jourdanton, out of the W. T. Ingle Survey No. 1411, Abstract No. 1279, Atascosa County, Texas, and out of a 21.79 acre tract of land recorded in Deed No. 85353 of the Deed Records of Atascosa County, Texas, said 15.00 acre tract being more particularly described by metes and bounds in the Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the said **ERNESTO VELAZQUEZ SOSA**, desires to have a partition of said property and desires to take the hereinabove described property in fee simple, but he is unable to pay the full value of the undivided interest owned by **ADRIANA G. VELAZQUEZ**, and has arranged to borrow from the **ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)** the sum of

TWENTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$20,900.00), the same being the value of the equity owned by the said **ADRIANA G. VELAZQUEZ**, in order to acquire said property in fee simple, which the **ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)** is willing to loan, provided it is secured by a Vendor's Lien on the full fee simple title in said property and a *Deed of Trust to Secure Owelty Lien* is created by the Grantee herein on said property in it's favor; and

WHEREAS, the hereinafter described property is not susceptible to partition in kind, and in order to acquire the full fee simple title in and to said property, it will be necessary to fix a lien on the entirety of the property for the sum of **TWENTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$20,900.00)**, representing an owelty of partition, and the necessary adjustment between the parties to this Deed in order to carry out their purposes of partitioning said land, and the said Grantee specifically acknowledges that said lien or owelty of partition is superior to his rights of use and occupancy of said property as his homestead or otherwise, and as fully and completely as if said lien or owelty of partition were fixed and decreed by a Court of competent jurisdiction in a partition suit between the parties to this Deed;

WHEREAS, **ADRIANA G. VELAZQUEZ** is willing and able to accept said amount as full and final payment for her interest in said property and the the **ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)** is willing to lend said amount provided said *Owelty Note* is secured by a Vendor's Lien on the full fee simple title in said property and a Deed of Trust Lien is created by Grantee herein on said property; and

Grantee herein has delivered his one certain *Owelty Note* of even date herewith in the original principal sum of **TWENTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$20,900.00)**, payable to the order of the **ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)**, in installments as therein stipulated; said *Owelty Note* providing for acceleration of maturity in event of default, payments, interest, late fees/costs, and attorney's fees all as set out

therein; and to secure the payment of said *Owelty Note*, **ADRIANA G. VELAZQUEZ** has retained a valid and subsisting Vendor's Lien on the entirety of the hereinabove described property and the superior title thereto until said Note is fully paid; but it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements, until the above described Note is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The payment of said Note is additionally secured by a Deed of Trust of even date herewith from **ERNESTO VELAZQUEZ SOSA**, the Grantee herein, to **PAUL E. BEUHLER**, Trustee for beneficiary, **the ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)**, which said Deed of Trust lien is a cumulative remedy and security for the enforcement of the payment of said indebtedness.

The ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee) at the instance and request of the Grantee herein, having advanced that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described indebtedness, the Vendor's Lien, together with the Superior Title to said property, retained herein for the benefit of the said **ADRIANA G. VELAZQUEZ**, and the same are hereby transferred and assigned to **the ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)**.

The ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee), at Grantees request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by a *Owelty Note*. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of **the ASHLEY E. BEUHLER 2021 TRUST (Walter W. Beuhler, Trustee)** to secure the *Owelty Note*.

If Grantee defaults in payment of the *Texas Home Equity Security Instrument (First Lien)* or in observance of any covenant or condition of any instrument securing their payment, **PAUL E. BEUHLER** will have the independent right to foreclose the vendor's lien.

The Grantor herein has retained (and transferred) a valid and subsisting Vendor's Lien on the entirety of the hereinabove described property and the superior title thereto until said *Owerty Note* is fully paid; but it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements, until the above described *Owerty Note* is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute; AND

WHEREAS, Grantee as further consideration has additionally agreed to assume and has agreed to pay, according to the Contract's terms, a certain *Texas Home Equity Security Instrument (First Lien)* in the original principal sum of EIGHTY ONE THOUSAND AND NO/100 DOLLARS (\$81,000.00) dated September 27, 2006, executed by ERNESTO VELAZQUEZ AND WIFE, ADRIANA G. VELAZQUEZ, and payable to the order of AXIOM FINANCIAL SERVICES, A DIVISION OF ACCREDITED HOME LENDERS, INC., A CALIFORNIA CORPORATION recorded as HEL 85354 of the Official Public Records of Atascosa County, Texas, designating Thomas E. Black, Jr., as Trustee.

As further consideration Grantee promises to keep and perform all the covenants and obligations of the Borrower named in that security instrument and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee; AND

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **ADRIANA G. VELAZQUEZ**, hereinafter called Grantor, in consideration of the above *Owerty Note* and above Assumption and for the purpose of carrying into effect the provisions of a *Final Decree of Divorce* rendered/entered in Cause 20-02-0211-CVA in the 81st/218th District Court of Atascosa County, Texas and other good and valuable consideration to me in hand paid by ERNESTO VELAZQUEZ SOSA, hereinafter called Grantee, the receipt of which is hereby acknowledged, for the purpose of effecting a partition of said property, have GRANTED, SOLD AND CONVEYED, and by

these presents do GRANT, SELL AND CONVEY unto **ERNESTO VELAZQUEZ SOSA**, whose address is 293 Mendiola Lane, Jourdanton, Texas 78026, my undivided interest, the same being all of my interest in and to the following described real property situated in Atascosa County, Texas, as follows, to-wit:

Being 21.79 acres of land more or less out of the W. T. INGLE SURVEY NO. 1411, ABSTRACT NO. 1279, Atascosa County, Texas, and out of a 160 acre tract of land recorded in Volume 173, Pages 353-354, A 14.44 acre tract of land recorded in Volume 145, Page 355, A 14.44 acre tract of land recorded in Volume 146, Page 11, A 14.46 acre tract of land recorded in Volume 146, Page 45, and a 14.44 acre of land recorded in Volume 152, page 364, of the Deed Records of Atascosa County, Texas. Said 21.79 acres being more particularly described in a Warranty Deed from Charles A. Mendiola, Individually and as Trustee, et al to Frank G. Mendiola dated July 28, 1983, and recorded in Book 641, Page 38, Deed Records, Atascosa County, Texas, and more fully described by metes and bounds attached herein as Exhibit "A" and made a part hereof for all purposes;

together with a perpetual easement, running with the land, in the Mendiola Road for ingress and egress, the Mendiola Road being approximately 35 ft. wide, consisting of 2.92 acres, more or less, extending in a westerly direction from FM Highway N. 2146, 3638 ft., more or less, to the Northwest corner of the W. T. Ingle Survey No. 1411, subject to the payment of 1/14th of the expenses of the maintenance and upkeep of said Mendiola Road.

SAVE AND EXCEPT All that certain 15.00 acre tract land, more or less, in the City of Jourdanton, out of the W. T. Ingle Survey No. 1411, Abstract No. 1279, Atascosa County, Texas, and out of a 21.79 acre tract of land recorded in Deed No. 85353 of the Deed Records of Atascosa County, Texas, said 15.00 acre tract being more particularly described by metes and bounds in the Exhibit "B" attached hereto and made a part hereof.

Provided, however, that this conveyance is made and accepted subject to any and conditions, encroachments, protrusions, easements and/or reservations of record in the office of the County Clerk of Atascosa County, Texas, to the extent that the same may affect the herein described real property and only if, and to the extent that, the same be still effective.

TO HAVE AND TO HOLD the above described real property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his heirs and assigns forever; and the Grantor does hereby bind herself, her heirs, executors and administrators, to WARRANTY AND FOREVER DEFEND the title to said property, unto the said Grantee, his heirs and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under me and not otherwise.

Grantor assigns to Grantee the casualty insurance policy on the property, all utility deposits for utility service at the property, and all funds held in escrow for payment of taxes and insurance premiums.

ERNESTO VELAZQUEZ SOSA, Grantee herein, joins in the execution of this Deed for the purpose of accepting the delivery thereof, and acknowledging to the said Grantor herein the validity of the Vendor's Lien securing the payment of said TWENTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$20,900.00) *Owelty Note* on the entirety of the hereinabove described property and the full fee simple title thereto and the assumption of Grantor's obligations under the *Texas Home Equity Security Instrument (First Lien)* dated September 27, 2006, and do hereby expressly acknowledge that said Liens are prior and superior to any right of use, occupancy and homestead which he may have, hold or claim in and to said property or any part thereof.

EXECUTED this the 17 day of August, A.D. 2022.

This instrument was prepared based on information furnished by the parties, and no independent title search has not been made.


ADRIANA G. VELAZQUEZ, Grantor

ACCEPTED:


ERNESTO VELAZQUEZ SOSA, Grantee

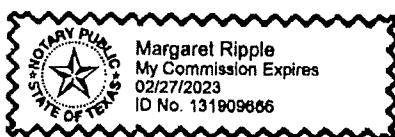
(ACKNOWLEDGMENTS)

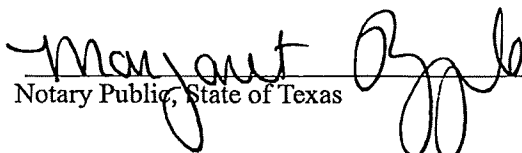
THE STATE OF TEXAS *

COUNTY OF ATASCOSA *

Before me, the undersigned authority, on this day personally appeared **ADRIANA G. VELAZQUEZ**, proven to me by Texas Driver's License or other picture identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 17 day of August, A. D., 2022.



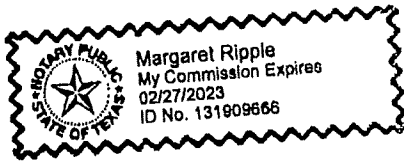

Notary Public, State of Texas

THE STATE OF TEXAS *

COUNTY OF ATASCOSA *

Before me, the undersigned authority, on this day personally appeared **ERNESTO VELAZQUEZ SOSA**, proven to me by Texas Driver's License or other picture identification, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this the 17 day of August, A. D., 2022.



Margaret Ripple
Notary Public, State of Texas

Prepared in the Law Office of:
WALTER W. BEUHLER
1945 Lockhill Selma Suite 101
San Antonio, Texas 78213
walterb250@gmail.com
210-923-7724

AFTER RECORDING RETURN TO:
Mr. ERNESTO VELAZQUEZ SOSA
293 Mendiola Lane
Jourdanton, Texas 78026

EX 0400/1100 JUL-21-2007 (1100) 11.10 8305695171 P.015
 8305695171 RELIABLE TITLE CO 10 38.57 07-27-2008 15/16

Exhibit A

FIELD NOTES
 TRACT NO. 12
 21.79 ACRES

BEING 21.79 ACRES OF LAND MORE OR LESS OUT OF THE W.T. INGLE SURVEY NO. 1411, ABSTRACT NO. 1279, ATASCOSA COUNTY, TEXAS AND OUT OF A 160 ACRE TRACT OF LAND RECORDED IN VOLUME 173, PAGES 353-354, A 14.44 ACRE TRACT OF LAND RECORDED IN VOLUME 145, PAGE 355, A 14.44 ACRE TRACT OF LAND RECORDED IN VOLUME 146, PAGE 11, A 14.46 ACRE TRACT OF LAND RECORDED IN VOLUME 146, PAGE 45, AND A 14.44 ACRE TRACT OF LAND RECORDED IN VOLUME 152, PAGE 364 OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS. SAID 21.79 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin set for the northwest corner of this tract. Said northwest corner being S 30 deg. 32 min. 59 sec. W, 35.00 feet and S 59 deg. 11 min. 23 sec. E, 2834.59 feet from the northwest corner of the W.T. Ingle Survey No. 1411.

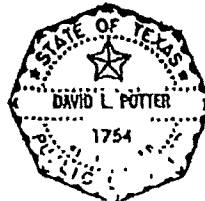
THENCE S 59 deg. 11 min. 23 sec. E, 420.13 feet to an iron pin set for the northeast corner of this tract.

THENCE S 32 deg. 10 min. 15 sec. W, 2256.10 feet to an iron pin set in a fence line for the southeast corner of this tract.

THENCE N 60 deg. 08 min. 14 sec. W, 420.36 feet along said fence line to an iron pin set for the southwest corner of this tract.

THENCE N 32 deg. 10 min. 15 sec. E, 2263.05 feet to the POINT OF BEGINNING.

Surveyed by me on the ground this 11th day of February, 1983 A.D.



David L. Potter
 DAVID L. POTTER, RPS

Exhibit B

FIELD NOTES
For
15.00 Acres of Land
293 Mendiola Road
Jourdanton, Atascosa County, Texas

All that certain 15.00 acre tract of land, more or less, in the City of Jourdanton, out of the W.T. Ingle Survey No. 1411, Abstract No. 1279, Atascosa County, Texas, and out of a 21.79 acre tract of land recorded in Deed No. 85353 of the Deed Records of Atascosa County, Texas, said 15.00 acre tract being more particularly described by metes and bounds as follows:

BEGINNING At an iron pin found on the Southwest line of Mendiola Road, approximately 35 feet wide, for the Northeast corner of this tract and said 21.79 acre tract; from which an iron pin found on the Southwest line of Mendiola Road, for the Northwest corner of said 21.79 acre tract and a 5.00 acre tract recorded in Deed No. 113033 of the Official Public Records of Atascosa County, Texas, bears N 59°11'23" W, 380.12 feet;

THENCE S 32°10'15" W, 2256.10 feet along fence with the East line of said 21.79 acre tract to an iron pin found for the Southeast corner of said 21.79 acre tract and this tract;

THENCE N 60°08'14" W, 420.35 feet along fence with the South line of said 21.79 acre tract to an iron pin found for the Southwest corner of said 21.79 acre tract and this tract;

THENCE N 32°10'15" E, 1272.80 feet along fence with the West line of said 21.79 acre tract to an iron pin set for the Southwest corner of said 5.00 acre tract and the westernmost Northwest corner of this tract;

THENCE S 59°11'23" E, 220.00 feet across said 21.79 acre tract with the South line of said 5.00 acre tract to an iron pin set for the Southeast corner of said 5.00 acre tract and a corner of this tract;

THENCE N 32°10'15" E, 503.89 feet with the East line of said 5.00 acre tract to an iron pin set for the mid Northwest corner of this tract;

THENCE S 59°11'23" E, 160.12 feet continuing across said 21.79 acre tract to an iron pin set for a corner of this tract;

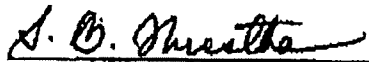
50
A.V. Mc
EV

15.00 Acres of Land

Page 2 of 2

THENCE N 32°10'15" E, 486.36 feet to an Iron pin set on the Southwest line of Mendiola Road for the northernmost Northwest corner of this tract;

THENCE S 58°11'23" E, 40.01 feet with the Southwest line of Mendiola Road to the POINT OF BEGINNING, and containing 15.00 acres of land, more or less.



S.B. 'David' Shrestha, R.P.L.S. #5920
Texas Engineering & Surveying, Inc.
Job No. 22214756
January 17, 2022



HV
50
EU
MC

RECORD'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 black outs, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Diane Gonzales, County Clerk

Atascosa County Texas

August 17, 2022 10:52:28 AM

FEE: \$62.00

AZERTUCHE

227521

WDVL

FIELD NOTES
For
0.8936 Acre of Land
293 Mendiola Road
Jourdanton, Atascosa County, Texas

All that certain 0.8936 acre tract of land, more or less, called Tract 1, out of a 6.79 acre tract out of the W.T. Ingle Survey No. 1411, Abstract No. 1279, in the City of Jourdanton, Atascosa County, Texas, and recorded in Document 227521, Deed Records of Atascosa County, Texas, said 0.8936 acre tract being more particularly described by metes and bounds as follows:

BEGINNING At an iron pin set in the Southwest Right-of-Way line of Mendiola Road for the East corner of this tract and the Northeasterly North corner of another 0.8936 acre tract out of said 6.79 acre tract, called Tract 2 and also surveyed this day, from which an iron pin found by a cedar fence post at the East corner of a 15.00 acre tract recorded in Document 227521, Deed Records of Atascosa County, Texas, bears S 59°11'23" E, 60.02 feet;

THENCE S 32°10'15" W, 277.90 feet across said 6.79 acre tract and along with a Northwest line of said Tract 2 to an iron pin set for the South corner of this tract and an interior corner of said Tract 2;

THENCE N 59°11'23" W, 140.11 feet across said 6.79 acre tract and along with a Northeast line of said Tract 2 to an iron pin set for the West corner of this tract and the Southwesterly North corner of said Tract 2;

THENCE N 32°10'15" E, 277.90 feet across said 6.79 acre tract to an iron pin set in the Southwest Right-of-Way line of Mendiola Road for the North corner of this tract, from which an iron pin found at the North corner of said 6.79 acre tract bears N 59°11'23" W, 220.00 feet;

THENCE S 59°11'23" E, 140.11 feet along with the Southwest Right-of-Way line of Mendiola Road, to the **POINT OF BEGINNING**, and containing 0.8936 acre of land, more or less.

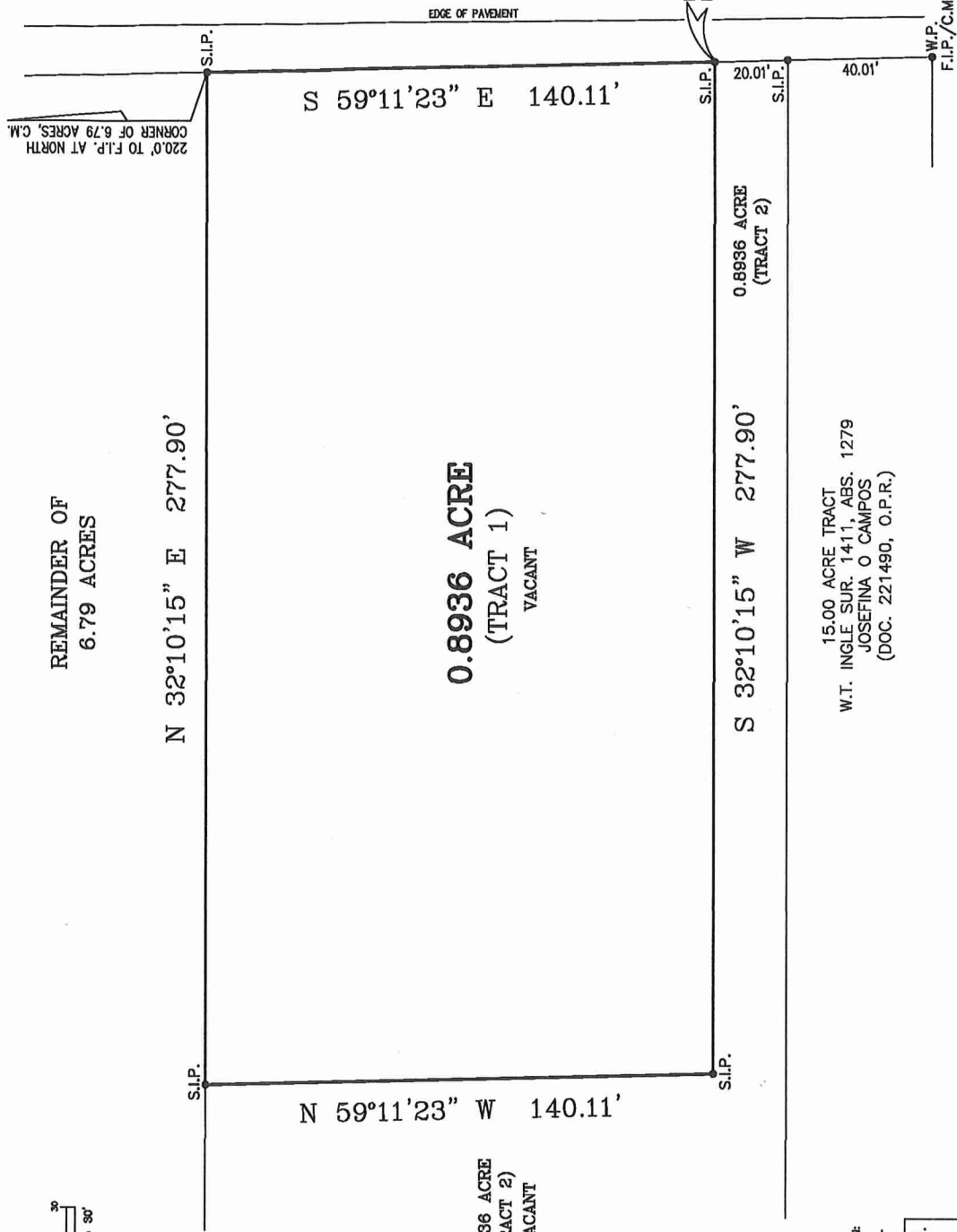
S. B. Shrestha

S.B. 'David' Shrestha, R.P.L.S. #5920
Texas Engineering & Surveying, Inc.
Job No. 22418423
August 12, 2024



MENDIOLA ROAD

35' R.O.W.



LEGEND

- FOUND IRON PIN
- SET IRON PIN
- CONTRIBUTING MONUMENT
- W.P.
- CEGAR WOOD POST



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE,
AND ACCURATELY REPRESENTS THE
PROPERTY ACCORDING TO THE RECORDS OF THE
COUNTY OF BEXAR, TEXAS, AND THE
MADE ON THE GROUND UNDER MY SUPERVISION AND
EXCEPT AS SHOWN ABOVE THERE ARE NO VISIBLE
DISCREPANCIES, CONFLICTS, PROTRUSIONS OR
INTRUSIONS, OVERLAPPING OF IMPROVEMENTS,
EASEMENTS, OR RIGHT-OF-WAY.

THIS 12TH DAY OF AUGUST, 2024, A.D.

S. B. Shrestha

*SEE FIELD NOTES.

STREET ADDRESS: 283 MENDIOLA ROAD
LOT: 0.8936 ACRES OUT OF 6.79 ACRES OUT OF
W.T. INGLE SURVEY 1411, ABSTRACT 1279
DEED RECORDS, DOCUMENT: 227521
CITY: JOURDANTON, ATASCOSA COUNTY, TEXAS
SURVEYED FOR: JOANNA VELAZQUEZ
G.F. NO.:
OWNER(S): ERNESTO VELAZQUEZ SOSA

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN:
VOL. PG. VOL. PG. VOL. PG.



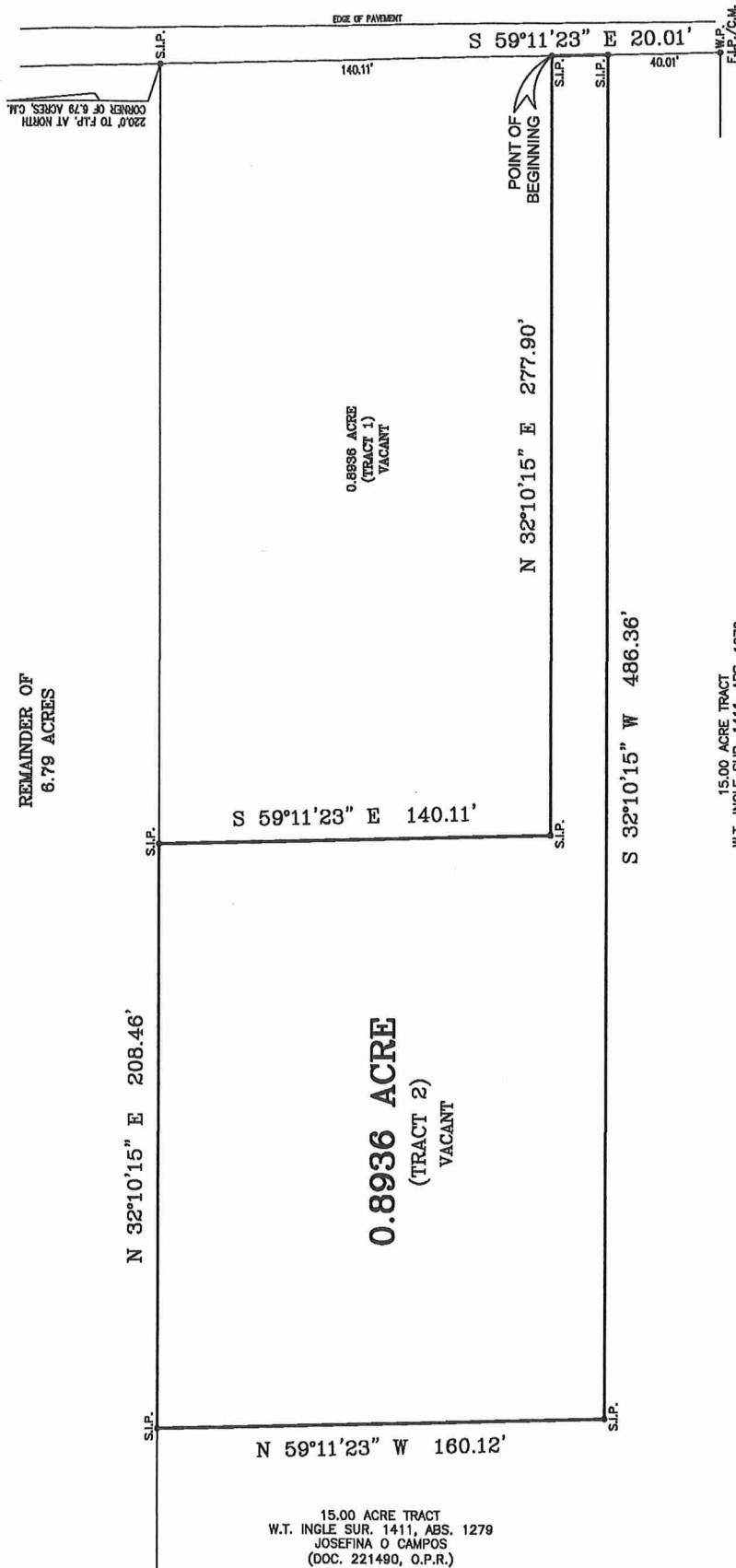
TEXAS ENGINEERING & SURVEYING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.TexasEngineeringSurveying.com
FIRM REG: TPE F-14631, TPLS 10193833

114 W. GLENVIEW DRIVE, SUITE 100 TEL (210) 524-3288
SAN ANTONIO, TEXAS 78228 FAX (210) 979-9866

NOTES:

- 1) BEARINGS ARE BASED ON THE RECORDED DEED NO. 85353.
- 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

35' R.O.W.



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE, CORRECT AND AN ACCURATE REPRESENTATION OF THE PROPERTY ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND EXCEPT AS SHOWN ABOVE THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, PROTRUSIONS OR ENCROACHMENTS, OR RIGHT-OF-WAY. IMPROVEMENTS,

THIS 12-TH DAY OF AUGUST, 2024 A.D.

A. B. Mustha




THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN:
VOL. PG. VOL. PG.

*SEE FIELD NOTES.

STREET ADDRESS: 283 MENDIOLA ROAD
LOT: 0.8936 ACRE* OUT OF 7.79 ACRES OUT OF
W.T. INGLE SURVEY 1411, ABSTRACT 1279
DEED RECORDS, DOCUMENT: 227521
CTY: Jourdanton, Atascosa County, Texas
SURVEYED FOR: JOANNA VELAZQUEZ
G.F. NO.: --
OWNER(S): ERNESTO VELAZQUEZ SOSA

NOTES:
1) BEARINGS ARE BASED ON THE RECORDED DEED NO. 85353.
2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

 TEXAS ENGINEERING & SURVEYING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.TexasEngineeringSurveying.com
FIRM REG: TPBE F-14631, TPBLS 10193833
114 W. GLENVIEW DRIVE, SUITE 100 FAX (210) 924-3288
SAN ANTONIO, TEXAS 78228 FAX (210) 579-9866

FIRM REG: IBPE F-14631, IBPLS 10193833
114 W. GLENVIEW DRIVE, SUITE 100 TEL (210) 524-3288
SAN ANTONIO, TEXAS 78228 FAX (210) 979-9866

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 0.89 acres and 0.89 acres out of 6.79 acres, more or less, described in a Warranty Deed, Instrument Number 227521, Official Public Records, Atascosa County, Texas, and being currently owned by Ernesto Velazquez Sosa 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 10.

Meeting Date: 11/25/2024
Item Title: Exception - Hernandez - Bruce 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 Hernandez Family on Bruce Rd in Precinct 1.

ATTACHMENTS

Hernandez Packet
Certificate - Hernandez



Registration for Division of Land in Atascosa County

ALBERT HERNANDEZ joined by my wife,
I THERESA M. HERNANDEZ, am the owner of the attached filed division of land located at
Please see attached Exhibit "A" (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: November 13, 2024

Signature:

Albert Hernandez

Theresa M. Hernandez

Printed Name:

ALBERT HERNANDEZ

THERESA M. HERNANDEZ

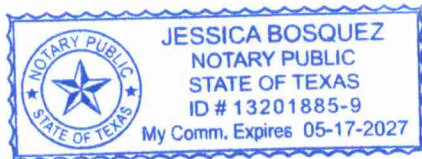
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared ALBERT HERNANDEZ and THERESA M. HERNANDEZ, 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 November 13, 2024.



Jessica Bosquez

Notary Public, in and for
State of Texas

EXHIBIT “A”

State of Texas
County of Atascosa

Field notes for a tract of land containing 8.70 acres, called Tract "1", being out of a 15.50 acre tract of land, lying in the Christian Eichman Survey No. 307, Abstract No. 1084, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey, prepared for Albert Hernandez, dated October 7, 2024.

Field notes for a tract of land containing 8.70 acres, called Tract "1", being out of a 15.50 acre tract of land, recorded in Clerk's File No. 136415, Official Public Records, Atascosa County, Texas, and being further described in an instrument, recorded in Clerk's File No. 199823657, Official Public Records, Atascosa County, Texas, lying in the Christian Eichman Survey No. 307, Abstract No. 1084, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a found 1/2 inch steel rod monument, being the Northeast corner of a 26.50 acre tract of land, described in an instrument, recorded in Clerk's File No. 230750, Official Public Records, Atascosa County, Texas, lying on the South line of Bruce Rd, being the Northwest corner of said 15.50 acres, said point of beginning being the Northwest corner of this tract of land;

Thence North 89° 54' 02" East, 242.55 feet, with the North line of said 15.50 acres, with the South line of Bruce Rd, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set, being the Northwest corner of a 6.79 acre tract of land, called Tract 2, surveyed this same day, said point being the Northeast corner of this tract of land;

Thence South 0° 00' 00" West, 1604.56 feet, across said 15.50 acres, with the West line of said Tract 2, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set, lying in the North line of a 25.61 acre tract of land, described in an instrument, recorded in Book 85, Page 277, Deed Records, Atascosa County, Texas, lying in the South line of said 15.50 acres, being the Southwest corner of said Tract 2, said point being the Southeast corner of this tract of land;

Thence South 89° 47' 15" West, 229.82 feet, with the North line of said 25.61 acres, with the South line of said 15.50 acres, to a point marked by a fence corner post found, being the Southeast corner of said 26.50 acres, being the Southwest corner of said 15.50 acres, said point being the Southwest corner of this tract of land;

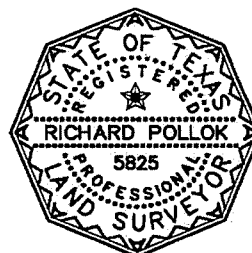
Thence North 0° 27' 16" West, 1605.04 feet, with the East line of said 26.50 acres, with the West line of said 15.50 acres, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a 8.70 acre tract of land, called Tract "1", on the accompanying Exhibit of Survey prepared for Albert Hernandez, dated October 7, 2024, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.



Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



State of Texas
County of Atascosa

Field notes for a tract of land containing 6.79 acres, called Tract "2", being out of a 15.50 acre tract of land, lying in the Christian Eichman Survey No. 307, Abstract No. 1084, and lying in the Allison Ryman Survey No. 308, Abstract No. 1291, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey, prepared for Albert Hernandez, dated October 7, 2024.

Field notes for a tract of land containing 6.79 acres, called Tract "2", being out of a 15.50 acre tract of land, recorded in Clerk's File No. 136415, Official Public Records, Atascosa County, Texas, and being further described in an instrument, recorded in Clerk's File No. 199823657, Official Public Records, Atascosa County, Texas, lying in the Christian Eichman Survey No. 307, Abstract No. 1084, and lying in the Allison Ryman Survey No. 308, Abstract No. 1291, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a found 1/2 inch steel rod monument, lying on the South line of Bruce Rd, being the Northwest corner of a 14.04 acre tract of land, described in an instrument, recorded in Clerk's File No. 201653, Official Public Records, Atascosa County, Texas, being the Northeast corner of said 15.50 acres, said point of beginning being the Northeast corner of this tract of land;

Thence South $0^{\circ} 27' 37''$ East, 1604.21 feet, with the West line of said 14.04 acres, with the East line of said 15.50 acres, to a point marked by a 1/2 inch steel rod monument found, being the Southwest corner of said 14.04 acres, lying on the North line of said 25.61 acres, being the Southeast line of said 15.50 acres, said point being the Southeast corner of this tract of land;

Thence South $89^{\circ} 47' 15''$ West, 190.75 feet, with the North line of said 25.61 acres, with the South line of said 15.50 acres, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being the Southeast corner of a 8.70 acre tract of land, called Tract 1, surveyed this same day, said point being the Southwest corner of this tract of land;

Thence North $00^{\circ} 00' 00''$ East, 1604.56 feet, across said 15.50 acres, with the East line of said Tract 1, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying set, being the Northeast corner of said Tract 1, lying on the South line of Bruce Rd, lying on the North line of said 15.50 acres, said point being the Northwest corner of this tract of land;

Thence North $89^{\circ} 54' 02''$ East, 177.86 feet, with the South line of Bruce Rd, with the North line of said 15.50 acres, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a 6.79 acre tract of land, called Tract "2", on the accompanying Exhibit of Survey prepared for Albert Hernandez, dated October 7, 2024, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

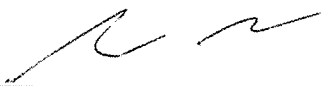
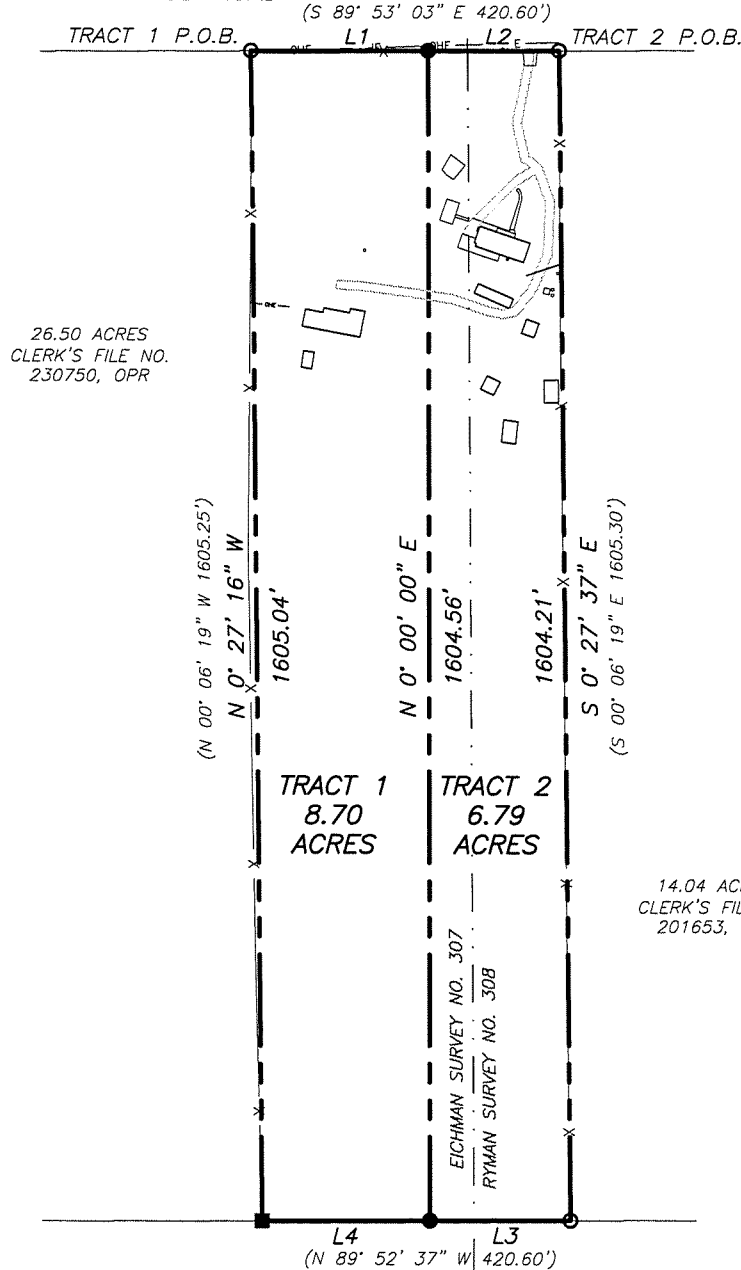

Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



EXHIBIT OF SURVEY

OF
AN 8.70 ACRE TRACT OF LAND, CALLED TRACT "1", AND A 6.79 ACRE TRACT OF LAND, CALLED TRACT "2",
BEING OUT OF A 15.50 ACRE TRACT OF LAND, LYING IN THE CHRISTIAN EICHMAN SURVEY NO. 307,
ABSTRACT NO. 1084, AND THE ALLISON RYMAN SURVEY NO. 308, ABSTRACT NO. 1291,
ATASCOSA COUNTY, TEXAS

BRUCE ROAD



1" = 200'

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

Line Table

Line #	Length	Direction
L1	242.55	N89° 54' 02"E
L2	177.86	N89° 54' 02"E
L3	190.75	S89° 47' 15"W
L4	229.82	S89° 47' 15"W

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

(S 89° 53' 03" E 420.60') Record bearings and distances

Prepared for:
Albert Hernandez

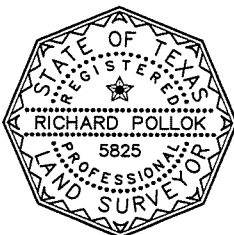
25.61 ACRES
BOOK 85,
PAGE 277, DR

REFERENCES:

DEED: Clerk's File No. 136415, OPR
Clerk's File No. 199823657, OPR

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.



RAKOWITZ
Engineering & Surveying

Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00
830-281-4060

Date of survey: October 7, 2024

Job No. 24-3451



2 PGS
D

136415

GIFT WARRANTY DEED RESERVING LIFE ESTATE

Date: November 8, 2012

Grantor: PEDRO HERNANDEZ, a single man

Grantor's Mailing Address: 3830 Bruce Road, Poteet, Atascosa County, TX 78065

Grantee: ALBERT HERNANDEZ

Grantee's Mailing Address: 3830 Bruce Road, Poteet, Atascosa County, TX 78065

Consideration: Love and affection borne by Grantor for Grantee

Property:

BEING 15.50 acres of land, more or less, situated about 13.2 miles N. 12° E. from Jourdanton in Atascosa County, Texas, being about 8.51 acres out of Survey No. 307, Abstract No. 1084, Christian Eichman, original Grantee, and about 6.99 acres out of Survey No. 308, Abstract No. 1291, Allison Ryman, original Grantee, also out of a 208.17 acre tract conveyed from the Estate of Eugene Korus to H.W. Finck by Deed dated July 18, 1997, recorded in Vol. 76, p. 537 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds in Warranty Deed dated April 17, 1998, executed by H.W. Finck, et ux, to Pedro B. Hernandez, et ux, of record in Vol. 91, p. 444, Deed Records, Atascosa County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- For Grantor and Grantor's assigns, a reservation of a legal life estate in the property for the remainder of Grantor's lives, including the rights to have all income from the property, to sell and convey it, and in all respects to exercise powers over it to the same extent as would a trustee subject to the Texas Trust Code with title to the property.
- 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.

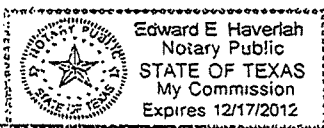
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in any-wise belonging, to have and to hold it to Grantee, Grantee's heirs, 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.


PEDRO HERNANDEZ, a single man

THE STATE OF TEXAS :

This instrument was acknowledged before me on Novmber 08, 2012, by PEDRO HERNANDEZ, a single man.




NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

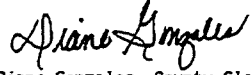
Edward E. Haverlah
120 Preston St.
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Pedro B. Hernandez
3830 Bruce Road
Poteet, TX 78065

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County Texas

November 09, 2012 01:46:56 PM

FEE: \$16.00
D

136415

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 8.70 acres and 6.79 acres out of 15.50 acres, more or less, described in a Warranty Deed, Instrument Number 136415, Official Public Records, Atascosa County, Texas, and being currently owned by Albert Hernandez 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 11.

Meeting Date: 11/25/2024
Item Title: Exception - Jordan Private Road D92
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 Jordan Family on Private Road D92 in Precinct 2.

ATTACHMENTS

Exception - Jordan Registration Division of Land
Exception - Jordan Survey
Jordan - Certificate of Exception
Exception - Jordan Deed



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 STAN JORDAN, am the owner of the attached filed division of land located at 1050 PRD 92 (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:

11/19/2024

Signature:

[Handwritten Signature]

Printed Name:

Stan Jordan

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF

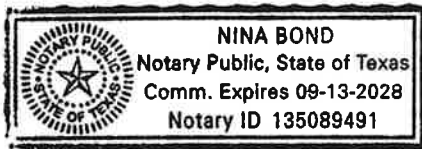
Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Stan Jordan, 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

November 11, 2024.

[Handwritten Signature]



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,

EXHIBIT OF SURVEY

OF
1.00 ACRE, BEING OUT OF A 45.017 ACRE TRACT OF LAND, DESCRIBED IN AN INSTRUMENT, RECORDED IN BOOK 289, PAGE 634, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, LYING IN THE ISAAC SLOVER SURVEY NO. 736, ABSTRACT NO. 817, ATASCOSA COUNTY, TEXAS

S 89° 54' 14" E 290.00'

REMAINDER OF
45.017 ACRES
BOOK 289, PAGE
634, OPR

N 0° 05' 47" E 150.00'

1.00 ACRE

PROPOSED 20'
WIDE UTILITY EASEMENT
AS PER RECORDED
INSTRUMENT

APPROX. 0.05
ACRES LIES OUTSIDE
THE FENCE
WITHIN THE ROAD

WATER
METER

WATER
VALVE

@10.00' PASS

20' ROAD (PR D-92)

20' ROAD (PR D-92)

CENTERLINE OF ROAD

LOT 75
FOREST OAKS
SUBDIVISION UNIT 2
VOL. 34, PAGE 57, M&PR

LOT 74
FOREST OAKS
SUBDIVISION UNIT 2
VOL. 34, PAGE 57, M&PR

1" = 40'

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
- Boundary line
- Adjoiner
- X --- Barbed wire fence
- OHE --- Overhead electric
- (N 89° 21' 00" W) Record bearings
- 13.9' → Fence offsets

Prepared for:
Sean Jordan

REFERENCES:

DEED: Book 289, Page 634, OPR

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.



40 ACRES
CLERK'S FILE NO.
179141, OPR



Date of survey: October 24, 2024

Job No. 24-3463

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 acre out of approximately 45 acres described in a Deed found in Book 287, Page 277 in the Official Public Records, Atascosa County, Texas, and being currently owned by Stan & Elaine Jordan, 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

Warranty Deed with Vendor's Lien

LAQUITA HAYDEN
ATASCOSA COUNTY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS:

By *[Signature]* DEPUTY

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. \$13.00pd

Date: September 14, 2004

Grantor: CHARLES LEE MARTIN, SR. AND WIFE, VIRGINIA MARTIN

Grantor's Mailing Address:

P. O. Box 160
Somerset, Bexar County, Texas 78069

Grantee: STAN L. JORDAN A/K/A STAN JORDAN AND
SPOUSE, ELAINE E. JORDAN A/K/A ELAINE JORDAN

Grantee's Mailing Address:

7704 S. Loop 1604E
Elmendorf, Bexar County, Texas 78112

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of SOUTHWEST TEXAS FLBA, FLCA in the principal amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SOUTHWEST TEXAS FLBA, FLCA and by a first-lien deed of trust of even date from Grantee to ERIC C. ROTHE, Trustee.

Property (including any improvements):

Being 45.017 acres, more or less, out of Tract 2-B, Caruthers Subdivision, Atascosa County, Texas, per plat of record on Sheet 10-B (NPC), Map and Plat Records of Atascosa County, Texas and being out of the Isaac Slover Survey No. 736, Abstract 817, Atascosa County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Warranty Deed with Vendor's Lien

Page 1

Exceptions to Conveyance and Warranty:

1. Right of Way Easement with right of ingress and egress over and across Grantors' adjacent lands, granted to Benton City Water Supply Corporation by Charles Lee Martin and Virginia Martin in instrument dated January 31, 1992, recorded in Volume 846, Page 892, Deed Records of Atascosa County, Texas.
2. Mineral Deed dated August 6, 1919 from James A. and Flora Caruthers to Alexander Boynton, recorded in Volume 79, Page 90, Deed Records of Atascosa County, Texas.
3. Royalty reservation as described in instrument dated July 25, 1939, from Mildred Byrom Wideman et al to Louis and Johnnie Belle Lehmborg, recorded in Volume 144, Page 633, Deed Records of Atascosa County, Texas.
4. Rights of the owners of the mineral estate to execute leases and grant the lessee the rights of ingress and egress for the use of surface for exploration, capture, and handling of oil, gas and other minerals.
5. Mineral leases including, but not limited to Oil, Gas and Mineral Leases recorded in Volume 384, Page 347; Volume 385, Page 345; Volume 386, Page 238; Volume 387, Page 355; Volume 418, Page 151; Volume 465, Page 340; Volume 465, Page 377; and Volume 481, Page 393, Deed Records of Atascosa County, Texas, transfers of mineral interest, mineral conveyances or reservations, royalty conveyances or reservations, pooling agreements, unit designations, royalty interests, royalties, bonuses, mineral estate rentals, delay rentals and ingress/egress for mineral production/transportation purposes. Any recorded or unrecorded easements and/or rights of way which are owned or held by any lessee or mineral estate interest owner, on, over, across or under the land described above.

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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Warranty Deed with Vendor's Lien

Page 2

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute. When the context requires, singular nouns and pronouns include the plural.

SOUTHWEST TEXAS FLBA, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SOUTHWEST TEXAS FLBA, FLCA and are transferred to SOUTHWEST TEXAS FLBA, FLCA without recourse against Grantor.

Charles Lee Martin, Sr.
CHARLES LEE MARTIN, SR.

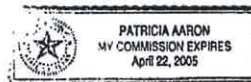
Virginia Martin
VIRGINIA MARTIN

STATE OF TEXAS §

COUNTY OF ATASCOSA §

This instrument was acknowledged before me on this 14 day of September, 2004 by CHARLES LEE MARTIN, SR. AND VIRGINIA MARTIN.

Patricia Aaron
Notary Public in and for
the State of Texas



Return to
Mr. & Mrs. Stan Jordan
7704 S. Loop 1604E
Elmendorf, TX 78112

Ret: Atascosa Guaranty Title

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
SEP 17 2004

LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By Patricia Aaron Deputy

Warranty Deed with Vendor's Lien

Page 3

AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 11/25/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the interlocal agreement for
Jon Brauchle: environmental investigatory services with the Evergreen Under Water
Conservation District, pending County Attorney approval and have the County
Judge sign the agreement.

ATTACHMENTS

Evergreen Water District

INTERLOCAL GOVERNMENT AGREEMENT
Environmental Investigatory Services by and between Atascosa County
and the Evergreen Underground Water Conservation District

This agreement is made by and between Atascosa County ("County") and the Evergreen Underground Water Conservation District ("District") for the District to obtain contractual services to be performed by County and District personnel for environmental compliance investigations.

WHEREAS, the Evergreen Underground Water Conservation District is a political subdivision of the State of Texas, with its principal office located at 110 Wyoming Boulevard, Pleasanton, Texas 78064, that is charged by the Texas Legislature to provide for the conservation, preservation, protection, and prevention of waste of groundwater, and of groundwater resources in Atascosa, Karnes, Frio, and Wilson counties, Texas, in accordance with Section 59 of Article XVI of the Texas Constitution; Acts of May, 1965, 59th Leg. R.S., ch. 197, 1965 Tex. Gen. Laws 398; as amended by Acts of May 25, 1967, 60th Leg., R.S. ch. 1272, 1967 Tex. Gen. Laws 1676; Acts of May 30, 1983, 68th Leg., R.S., ch. 484, 1983 Tex. Gen. Laws 2852; and Acts of May 17, 1985, 69th Leg., R.S., ch. 438, 1985 Tex. Gen. Laws 2984, the non-conflicting provisions of Chapter 36, Texas Water Code, and the District Rules;

WHEREAS, the Atascosa County is a political subdivision of the State of Texas, with its principal office located at 1 Courthouse Circle Dr., Jourdanton, Texas 78026;

WHEREAS, criminal investigators commissioned by the Atascosa Sheriff's Office are responsible for the enforcement of Texas environmental laws in Atascosa County, including violations of the Texas Water Code;

WHEREAS, as authorized under Section 36.123 of the Texas Water Code, District employees and agents are entitled to enter any public or private property within the boundaries of the district or adjacent to any reservoir or other property owned by the district at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit, or other order of the district. District employees or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection and shall notify any occupant or management of their presence and shall exhibit proper credentials;

WHEREAS, the County and the District desire to coordinate and assist each other in a mutually beneficial relationship to share resources in a cost-sharing effort to investigate and enforce environmental crimes committed in Atascosa County related to groundwater and groundwater wells;

WHEREAS, the County and the District may enter into an interlocal agreement to provide a governmental function or service that each party to the contract is authorized to perform individually under the Interlocal Cooperation Act. Chapter 791 of the Texas Government Code;

NOW THEREFORE, in consideration of mutual covenants, agreements, and benefits to each participating entity, it is hereby agreed as follows:

1. Atascosa County agrees to provide the Evergreen Underground Water Conservation District assistance through its environmental crime investigatory resources to investigate and enforce potential crimes related to groundwater and groundwater wells in Atascosa County;
2. the Evergreen Underground Water Conservation District agrees to provide Atascosa County assistance in investigating crimes that involve groundwater or groundwater wells in Atascosa County; and
3. Atascosa County and the Evergreen Underground Water Conservation District agree to reimburse the other entity for its investigatory services, as agreed to by each entity.

APPROVED AND AGREED this _____ day of _____, 2024.

EVERGREEN UNDERGROUND WATERCONSERVATION DISTRICT:

ATASCOSA COUNTY:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

Meeting Date: 11/25/2024

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 the Interlocal Agreement between the Alamo Area Council of Governments (AACOG) and Atascosa County for the Cowboy Connect Fixed Route.

ATTACHMENTS

Information

THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR
COWBOY CONNECT FIXED ROUTE

This Third Amendment to the Interlocal Agreement for the Cowboy Connect Fixed Route (the "Agreement") is hereby entered into by and between the **County of Atascosa** (the "County") and the **Alamo Area Council of Governments** ("AACOG") from October 1, 2024 – September 30, 2025.

WITNESSETH:

WHEREAS, the County and AACOG entered into that certain Interlocal Agreement for the Cowboy Connect Fixed Route ("the Agreement"), dated August 24, 2020, in which the County agreed to provide a matching fund payment for a deviated fixed-route service to AACOG and AACOG agreed to provide a specified deviated fixed-route service; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Amendment agree that the Agreement is amended as follows:

1. Add to Section 2.1 a subsection "a" to read as follows: "a. "The County's Financial Contribution for Fiscal Year 2025 shall be one hundred thirty-five thousand, six hundred and fifty-two dollars and no cents (\$135,652.00) and shall be due and payable in two payments on November 15, 2024 (\$67,826) and April 15, 2025 (\$67,826)."

IT IS HEREBY AGREED BY THE PARTIES HERETO that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Agreement shall remain in full force and effect in all its terms and conditions.

EXECUTED the day and year first above written.

COUNTY OF ATASCOSA:

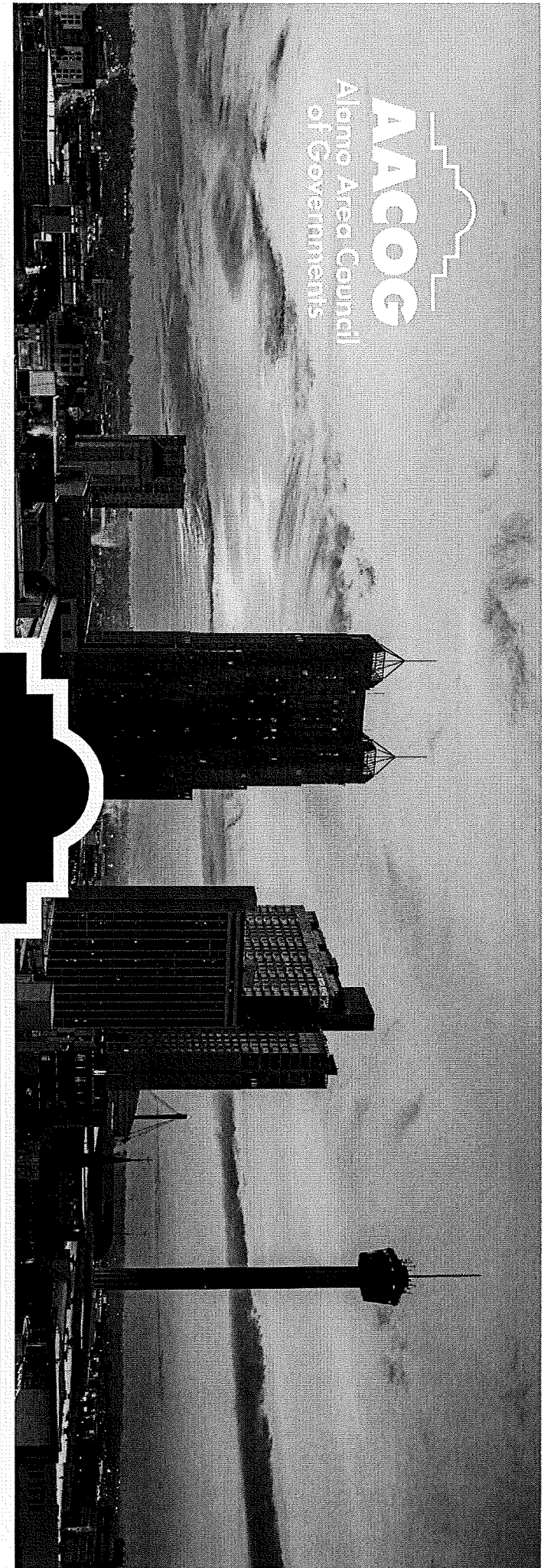
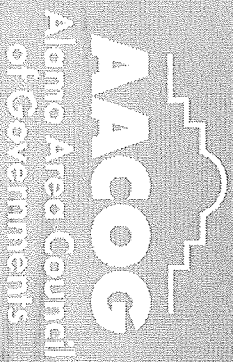
**ALAMO AREA COUNCIL OF
GOVERNMENTS:**

By: _____
Judge Weldon P. Cude
County Judge

By: _____
Clifford Herberg
Executive Director

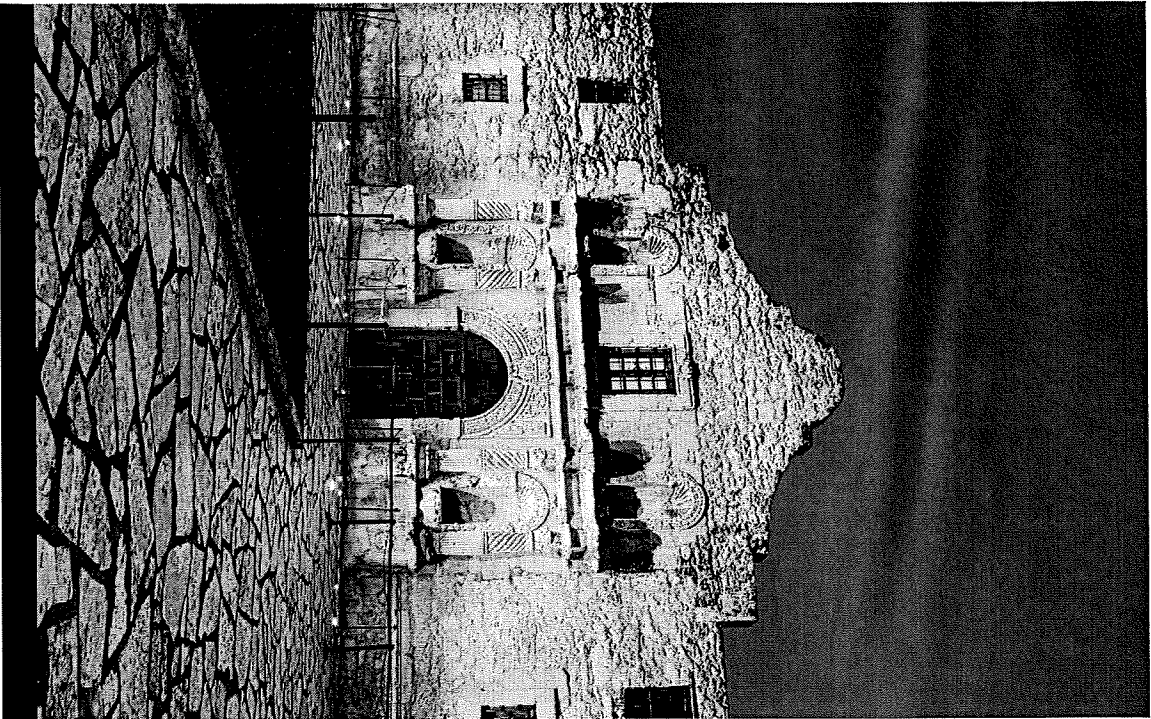
Date: _____

Date: _____



Alamo Regional Transit Service Atascosa County FY 2024

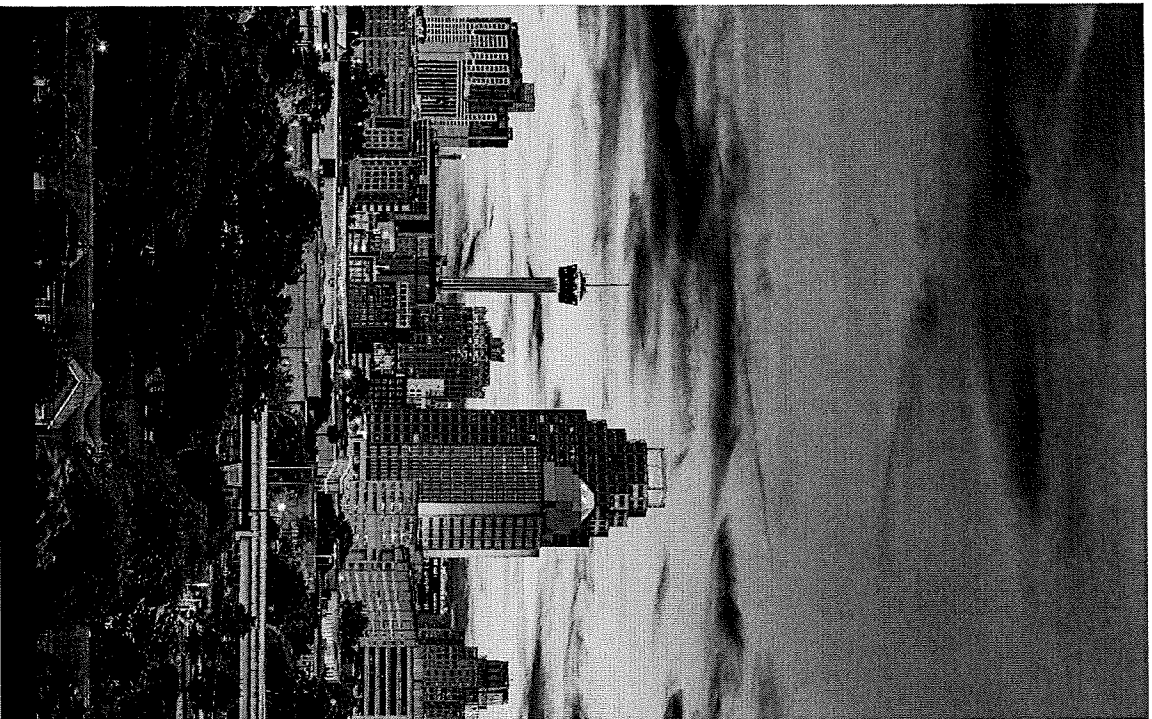
10/23 through 09/24



ART 10/23 through 09/24	Trips	Revenue Hours	Cost of Service
Total	157,152	69,105	\$6,377,440 Cost Per Passenger \$40.58

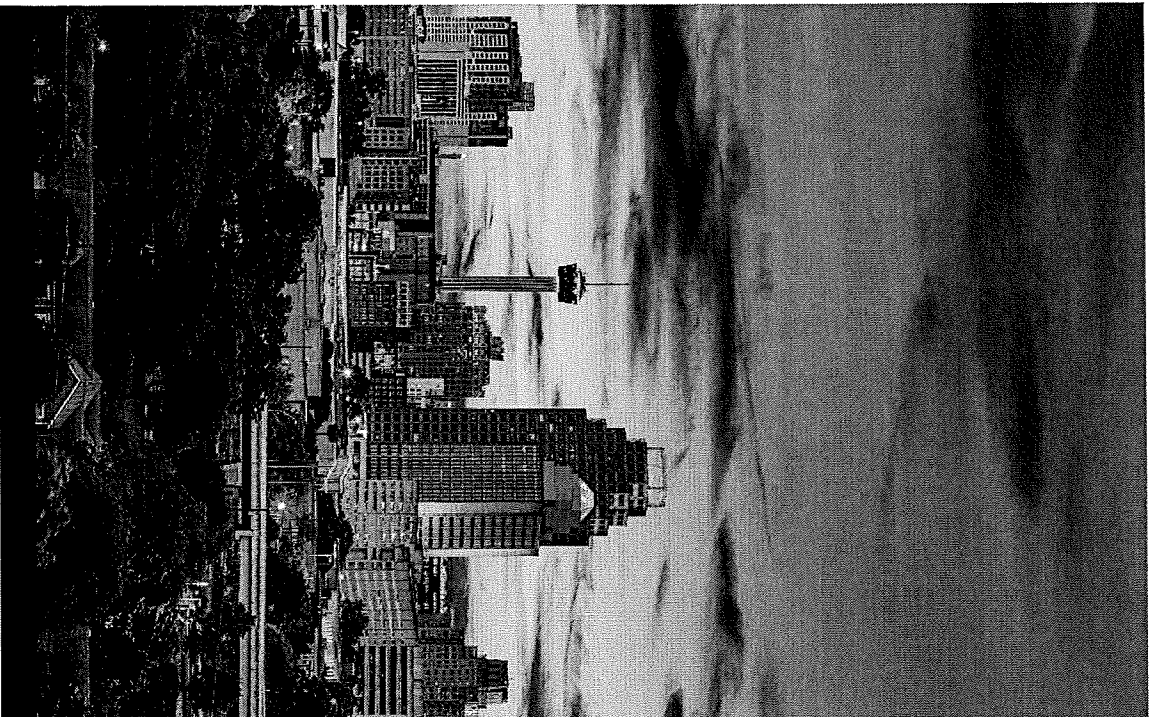
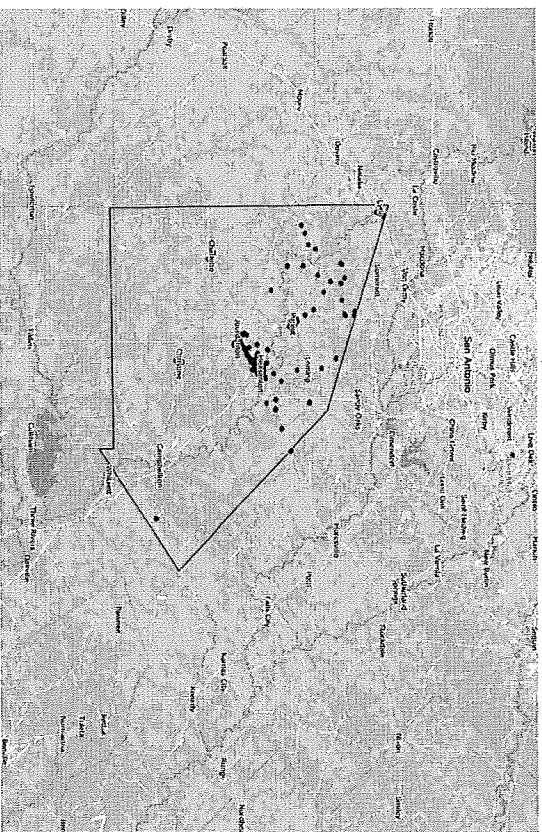
Cowboy Connect 2024

ROUTE	Trips	Revenue Hours (RH)	2024 Rate \$98.18 per RH
Cowboy Connect - JP	11,356	2,940	Cost of Service \$288,649 Cost Per Passenger \$25.42
Cowboy Connect - PP	4,303	2,940	Cost of Service \$288,649 Cost Per Passenger \$67.08
Total	15,659	5,880	Cost of Service \$577,298 Cost Per Passenger \$36.87



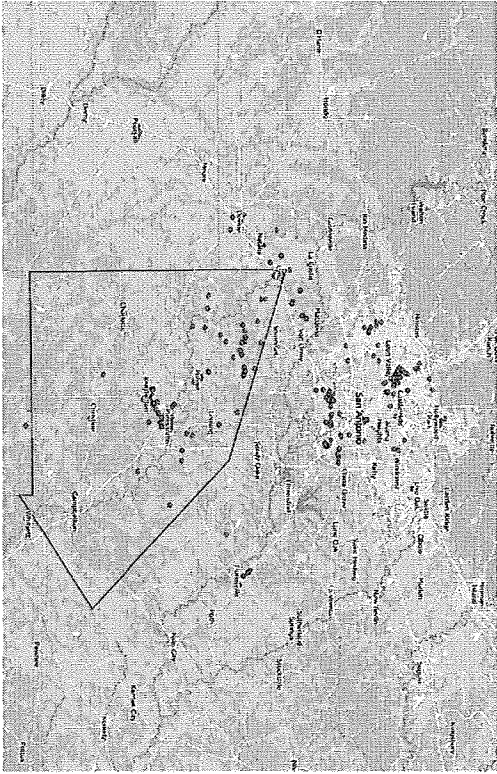
Both Pick up and Drop off in Atascosa County

Demand Response	Trips	Revenue Hours	Cost of Service \$98.18 RH
Ata to Ata	4,069	2,508	Cost of Service \$246,235 Cost Per Passenger \$60.51



Either Pick up or Drop off in Atascosa County
(Home Address of Atascosa County)

Demand Response	Trips	Revenue Hours	Cost of Service \$98.18 RH
Trips to outside of ATA	3,145	1,938	Cost of Service \$190,273 Cost Per Passenger \$60.50





2024 SUMMARY

COST of SERVICES

Cowboy Connect 2,940 Hours for a total cost of \$288,649

Atascosa County and AACOG share the cost 50/50

Cowboy Connect 2,940 Hours for a total cost of \$288,649

AACOG funds 100%

Demand Response 4,446 hours for a yearly cost of \$ 436,508

AACOG funds 100%

Total Value of the Service for Atascosa in 2024 was \$1,013,806

AACOG \$879,115 Atascosa County \$134,691



2025 PROPOSED SERVICES

ART's 2025 Cost Per Revenue Hour for 2025 is \$92.28 (based on 2024 actuals)

Cowboy Connect 2,940 Hours for a total cost of \$271,303

Atascosa County and AACOG share the cost 50/50

Cowboy Connect 2,940 Hours for a total cost of \$271,303

AACOG funds 100%

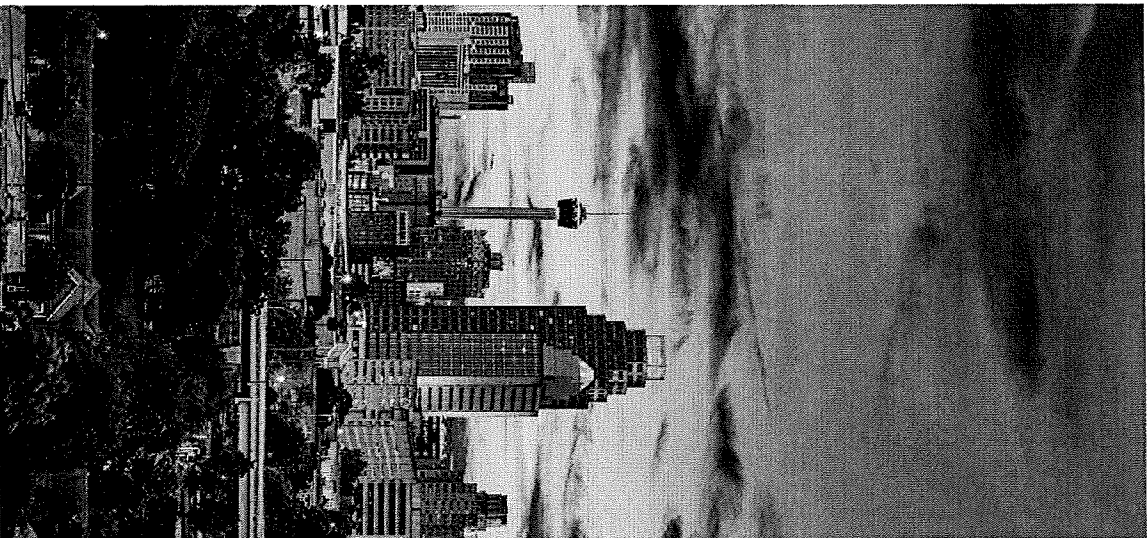
Demand Response 4,400 hours for a yearly cost of \$ 406,032

AACOG funds 100%

Total Value of the Proposed Service for 2025 is \$948,638

AACOG \$812,986 Atascosa County \$135,652





THINGS TO NOTE:

- Alamo Regional Transit (ART) will be proposing the 2026 budget to Atascosa County Staff in June of 2025. ART will use data collected from October 2024 to May of 2025 to determine the effective 2026 cost rate.
- ART will work on a solution for the Poteet route. It is not cost efficient and has not grown as expected.
- Alamo Regional Transit is well balanced in Atascosa County. 15% of ART's Total Service is for Atascosa County residents and ART uses 15% of its total budget in Atascosa County.

AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 11/25/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the following invoices from DRG Architects:

- a. Invoice # 1925: for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiner's Building.
- b. Invoice # 1926: for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiner's Building.

ATTACHMENTS

1

3

13300 Old Blanco Road, Suite 175
San Antonio, TX 78216
TIN# 47-4372217

Date	Invoice #
11/1/2024	1925

Project
202420 Atascosa Co Regional ME BLDG

Description	Amount
For Professional Services rendered pursuant to the Agreement for Architectural Services between Owner and Architect, dated March 11, 2024 and in accordance with Article 11, "Compensation".	
FOR A STIPULATED SUM OF \$695,000.00	
FEE BREAKDOWN	
Programming Phase = 5% of \$695,000.00 = \$34,750.00	
Schematic Design Phase = 10% of \$695,000.00 = \$69,500.00	
Design Development Phase = 20% of \$695,000.00 = \$139,000.00	
Construction Document Phase = 35% of \$695,000.00 = \$243,250.00	
Procurement Phase = 10% of \$695,000.00 = \$69,500.00	
Construction Administration Phase = 20% of \$695,000.00 = \$139,000.00	
100% of Programming Phase = \$34,750.00	34,750.00
100% of Schematic Phase = \$69,500.00	69,500.00
50% of Design Development = \$69,500.00	69,500.00
TOTAL COMPLETED TO DATE: \$173,750.00	
Please remit payment to DRG Architects, LLC	Total \$173,750.00

DRG Architects, LLC
13300 Old Blanco Road, Suite 175
San Antonio, TX 78216
TIN# 47-4372217

Invoice

Date	Invoice #
11/1/2024	1926

Bill To
Honorable Weldon Crude Atascosa County Judge 1 Courthouse Circle Dr. County Courthouse Suite 101 Jourdanton, Tx. 78026

Project
202420 Atascosa Co Regional ME BLDG

Description	Amount
For Professional Services rendered pursuant to the Agreement for Architectural Services between Owner and Architect, dated March 11, 2024 and in accordance with Article 4, "Supplemental and Additional Services", paragraph 4.1.2.1.1.	
REIMBURSABLE	
Reimbursable Expense for Surveying - see attached invoice #1304	5,500.00
DRG Multiplier and Processing Fee $\$5,500.00 \times 10\% = \550.00	550.00
Reimbursable Expense for Civil Engineering - see attached invoice #1249	600.00
DRG Multiplier and Processing Fee $\$600.00 \times 10\% = \60.00	60.00
TOTAL AMOUNT OF THIS INVOICE \$6,710.00	
Please remit payment to DRG Architects, LLC	Total \$6,710.00



Rakowitz Engineering and Surveying

515 W. Oaklawn, Suite A
Pleasanton, Texas 78064, United States
Tel: 830-281-4060
info@rak-eng.com
www.rakowitzengineering.com

DRG Architects

INVOICE

INVOICE DATE: 6/4/2024
INVOICE NO: 1304
BILLING THROUGH: 6/4/2024

24-3279B - DRG Architects-Atascosa County Medical Examiners Building - Surveying

Managed By: Duncan McAda

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
24-3279B DRG Architects-Atascosa County Medical Examiners Building - Surveying : Boundary Determination	\$2,000.00	100.00	\$2,000.00	\$0.00	\$2,000.00
24-3279B DRG Architects-Atascosa County Medical Examiners Building - Surveying : Topographic Survey	\$2,000.00	100.00	\$2,000.00	\$0.00	\$2,000.00
24-3279B DRG Architects-Atascosa County Medical Examiners Building - Surveying : Research	\$1,500.00	100.00	\$1,500.00	\$0.00	\$1,500.00
TOTAL	\$5,500.00		\$5,500.00	\$0.00	\$5,500.00

SUBTOTAL \$5,500.00

SALES TAX \$165.00

AMOUNT DUE THIS INVOICE \$5,665.00

This invoice is due on 7/4/2024

[Pay Now](#)



ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$5,665.00	\$0.00	\$5,665.00



Rakowitz Engineering and Surveying

515 W. Oaklawn, Suite A
Pleasanton, Texas 78064, United States
Tel: 830-281-4060
info@rak-eng.com
www.rakowitzengineering.com

DRG Architects

INVOICE

INVOICE DATE: 5/2/2024
INVOICE NO: 1249
BILLING THROUGH: 5/2/2024

24-3279 - DRG Architects-Atascosa County Medical Examiners Bldg -Engineering

Managed By: Duncan McAda

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
24-3279 DRG Architects-Atascosa County Medical Examiners Bldg -Engineering : Civil Design	\$20,000.00	-	\$0.00	\$0.00	\$0.00
24-3279 DRG Architects-Atascosa County Medical Examiners Bldg -Engineering : TxDOT Utility Permit Coordination	\$3,500.00	10.00	\$350.00	\$0.00	\$350.00
24-3279 DRG Architects-Atascosa County Medical Examiners Bldg -Engineering : City of Pleasanton Permitting Coordination	\$2,500.00	10.00	\$250.00	\$0.00	\$250.00
TOTAL	\$26,000.00		\$600.00	\$0.00	\$600.00

SUBTOTAL \$600.00

AMOUNT DUE THIS INVOICE \$600.00

This invoice is due on 6/1/2024

Pay Now



ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$600.00	\$0.00	\$600.00

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 11/25/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve invoice # 1927 from DRG Architects for architectural services related to the Sheriff's Office Addition.

ATTACHMENTS

1

DRG Architects, LLC
13300 Old Blanco Road, Suite 175
San Antonio, TX 78216
TIN# 47-4372217

Invoice

Date	Invoice #
11/1/2024	1927

Bill To
Honorable Weldon Crude Atascosa County Judge 1 Courthouse Circle Dr. County Courthouse Suite 101 Jourdanton, Tx. 78026

Project
2016102024 Atascosa SO Addition

Description	Amount
For Professional Services rendered pursuant to the Agreement for Architectural Services between Owner and Architect, dated September 23, 2024 and in accordance with Article 11, "Compensation". FOR A STIPULATED LUMP SUM OF \$110,000.00 FEE BREAKDOWN 15% of Schematic Design Phase = \$16,500.00 20% of Design Development Phase = \$33,000.00 35% of Construction Documents Phase = \$38,500.00 10% of Procurement Phase = \$11,000.00 20% of Construction administration Phase = \$33,000.00 100% of Schematic Design = \$16,500.00 Total Completed to Date: \$16,500.00	16,500.00
Please remit payment to DRG Architects, LLC	Total \$16,500.00

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 11/25/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the contract with DRG Architects for professional architectural services related to the USDA Rural Development Community Facilities Grant, pending County Attorney approval and authorize the County Judge to sign the contract.

ATTACHMENTS

DRG Contract

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «11th » day of «November» 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)

Atascosa County EMS Building
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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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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.") Architect will assess the needs for the facility based on historical case information provided by Owner.

§ 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.)

« Architect will develop the Architectural Program of necessary and preferred functional spaces using input from Owner.»

§ 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 building will be a single-story steel frame structure with masonry or other approved exterior finish.»

§ 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. To be determined based on grant award.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« To be determined »

.2 Construction commencement date:

« To be determined »

.3 Substantial Completion date or dates:

« To be determined »

.4 Other milestone dates:

« To be determined »

§ 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.)

« Project Working Committee may be appointed by Commissioners Court »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« To be determined « »
« »

.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:

« Owner may obtain grant funding for the project. »

§ 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. Architect will develop an Assessment of needs for the facility for approval by the Owner. Architect will develop an Architectural Program of functional spaces and necessary specialty equipment, which once approved by Owner, will become the Owner's Program.

§ 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.

§ 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	Architect – DRG
§ 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
§ 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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 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 Required
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services - Survey	Architect (Allowance)
§ 4.1.1.31 Soils Report	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 \$_____)

§ 4.1.2.1.2 Landscape Architect. Architect will engage the services of a Landscape Architect, if required by the Authority having jurisdiction, to provide landscape and irrigation design. Owner will reimburse the Architect for actual cost of Landscape Architect fees plus 10% for management and coordination. Landscape Architect services are in addition to Basic services. (Allowance not to exceed \$_____)

§ 4.1.2.1.3 Not used..

§ 4.1.2.1.4 Architect will assist Owner in developing a Needs Assessment as part of Basic Services.

§ 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 \$_____)

§ 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 \$_____)

§ 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 assumes 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. »

§ 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.

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 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.

§ 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)

§ 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 As a percentage of the proposed construction budget based on 8% of the cost of construction.

§ 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 \$6,600.00), 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:

Programming	Five	percent	5	%
Schematic Design Phase	« ten »	percent (« 10 »	%)
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	%)

§ 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 (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.

§ 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.)

[☐] 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.)

« Grant 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)

« The Honorable Weldon Cude »«
Atascosa County Judge »

(Printed name and title)

ARCHITECT (Signature)

«Wayne Gondeck AIA (TBAE #13128) »
« President»

(Printed name, title, and license number, if required)