

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
February 24, 2025
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. Molly Solis: Discuss and/or take appropriate action on approving the resolution for the
County Attorney: 81st Judicial District Mental Health Court, including submission of the
Judge Dillingham: grant application to the Office of the Governor and designation of District
District Judge: Judge Jennifer Dillingham as the authorized official.
5. Audrey Louis: Discuss and/or take appropriate action to approve the Resolution of the
District Attorney: Governing Body for the Border Prosecution grant application with the
Office of the Governor and direct the County Judge to sign the same
6. Audrey Louis: Discuss and/or take appropriate action to approve the Resolution of the
District Attorney: Governing Body for the Operation Lone Star Grant Program grant
application and direct the County Judge to sign the same
7. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
District Attorney:
 - Existing Employee Erika Price
 - Position: Asst. District Attorney
 - Pay Rate: Longevity pay increase from \$200.00 to
\$220.00 per month
 - Salary Budget Area: 047-400-405
 - Start Date: March 1, 2025

Physical: n/a
Drug Test: n/a

8. Loretta Holley: Tax Assessor: Discuss and/or take appropriate action to approve opening another bank account for Motor Vehicle Web Deals.
9. Sarah Rihn: Animal Control: Discuss and/or take appropriate action concerning personnel:

New Employee:	Mark Narvaez
Position:	Kennel Tech
Pay Rate:	\$17.31 hourly
Salary Budget Area:	012-477-405
Start Date:	02/25/25
Physical:	Complete
Drug Test:	Complete
10. Tim Gutierrez: Detention Superintendent: Discuss and/or take appropriate action concerning personnel:

New Employee	Melissa Ramirez
Position:	Juvenile Supervision Officer (Tier II)
Pay Rate:	\$22.03 Hourly
Salary Budget Area:	039-400-562
Start Date:	3/03/2025
Physical:	Pending
Drug Test:	Pending
11. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:

New Employee:	Justin Benavidez
Position:	Deputy Sheriff
Pay Rate:	Tier 2: \$27.70 Hourly, 86 Hrs Fluctuating, \$120.00 Mo. Uniform, SB22 Eligible, 90-County Probation, 1-Year Agency Probation, Incentive Pay
Salary Budget Area:	012-440-410
Start Date:	03/01/2025
Physical:	complete
Drug Test:	complete
12. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the variance request for the Replat of the Green Oaks Subdivision Lot 16 on Stevens Rd in Precinct 2.
13. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the temporary water line permit for Top Gun Energy on County Road 347 in Precinct 3.
14. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Merrell Gomez Final Plat on Lozano Road in Precinct 3.

15. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Commercial Driveway Permit on County Road 407 in Precinct 4 for Marathon Oil Corporation.
16. Britni Van Curan: Discuss and/or take appropriate action concerning the following permits: Rural Development:
 - A. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Anaqua Dr. in Precinct 4.
 - B. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Coma Dr. in Precinct 4.
 - C. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on County Road 430 in Precinct 4.
 - D. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on County Road 438/Olive St. in Precinct 4.
 - E. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Granjeno Dr. in Precinct 4.
 - F. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Hidden Ln. in Precinct 4.
 - G. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Lost Ln. in Precinct 4.
 - H. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Persimmon Dr. in Precinct 4.
 - I. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Wolfberry Dr. in Precinct 4.
 - J. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Taylor Rd in Precinct 3.
17. Theresa Carrasco: Discuss and/or take appropriate action concerning approval of County Clerk: Commissioners' Court Minutes for November 2024.
18. Justin Vasquez: Discuss and/or take appropriate action concerning accepting a quote I.T. Manager: from LiftOff LLC for Microsoft Licensing in the amount of \$106,051.92 and transferring our licenses from SHI to LiftOff. Agreement has been reviewed by the County Attorney.

19. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to declare County-owned property as salvage property located at the Gillespie Annex storage building, 25 E 5th St. Leming, Texas, pursuant to LGC Chapter 263, Subchapter D, Section 263.152, (4) (A). The items that need to be declared salvage and disposed of are listed in the attached list, but these items include approximately 25 file cabinets that are damaged or do not work, approximately 15 broken/unsafe desks along with parts/pieces of desks, and several broken/unsafe chairs. These items are not suitable or safe for sale in the County Auction. This item has been reviewed and approved by the County Attorney Molly Solis.
20. Molly Solis: County Attorney: Discuss and/or take appropriate action to approve the purchase agreement for the sale of a modular building by Atascosa County to Atascosa Health Center, Inc. and authorize the County Judge to execute the agreement.
21. Judge Cude: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|--------------------------------------|
| New Employee: | Curtis Vickers |
| Position: | Economic Development/Project Manager |
| Pay Rate: | \$28.85 hourly |
| Salary Budget Area: | 012-424-404 |
| Start Date: | 03/01/2025 |
| Physical: | complete |
| Drug Test: | complete |
22. Judge Cude: Update and/or take appropriate action concerning Judge, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education needing to be filed in the court records.
- Margaret Littleton has completed 20 continuing education hours at the County & District Clerks Association of Texas.

23. **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 Consultation with Attorney, 551.074 Personnel Matters, and 551.072 Deliberation Regarding Real Property.

1. Deliberate the sale of real property owned by Atascosa County.
2. Discuss legal options to address continued violation of Atascosa County Personnel Manual Policy Section 5.0 Work Conditions and Hours.
3. Discuss the distribution of duties and personnel for the Treasurer's Office and the new HR Department.

24. **OPEN SESSION**

25. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.

1. Discuss and consider action on the sale of real property owned by Atascosa County.
2. Discuss and consider action on legal options to address continued violation of Atascosa County Personnel Manual Policy Section 5.0 Work Conditions and Hours.
3. Discuss and consider action on the distribution of duties and personnel for the Treasurer's Office and the new HR Department.

26. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.

27. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:

28. COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken). The next Commissioners Court is set for Monday, March 10, 2025.

29. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, February 21, 2025.



Jessica Kidd, Court Coordinator

AGENDA REQUEST (GENERAL)

Agenda Item 4.

Meeting Date: 02/24/2025

Item Title:

Submitted For: Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Molly Solis: Discuss and/or take appropriate action on approving the resolution for the 81st
County Attorney: Judicial District Mental Health Court, including submission of the grant
Judge Dillingham: application to the Office of the Governor and designation of District Judge
District Judge: Jennifer Dillingham as the authorized official.

Recommendation/Action Requested and Justification

ATTACHMENTS

Information

ATASCOSA COUNTY RESOLUTION

WHEREAS, The Atascosa County Commissioners Court finds it in the best interest of the citizens of Atascosa County, Texas that the 81st Judicial District Court create the 81st Judicial District Mental Health Court pursuant to the Texas Government Code, Chapter 125 and

WHEREAS, Atascosa County Commissioners Court agrees to provide applicable matching funds (if needed) for the said project as required by the Office of the Governor's grant application; and

WHEREAS, Atascosa County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Atascosa County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Atascosa County Commissioners Court designates Judge Jennifer Dillingham, 81st Judicial District Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Atascosa County Commissioners Court approves submission of the grant application for the 81st Judicial District Mental Health Court to the Office of the Governor.

Signed by:

Passed and Approved this _____ day of February, 2025.

Honorable Weldon P. Cude,
Atascosa County Judge

Grant Number: 5501601

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 02/24/2025

Item Title:

Submitted For: Audrey Louis, 81st District Attorney

Discuss and/or take appropriate action concerning:

Audrey Louis: Discuss and/or take appropriate action to approve the Resolution of the
District Attorney: Governing Body for the Border Prosecution grant application with the Office of
the Governor and direct the County Judge to sign the same

ATTACHMENTS

BPU-resolution

RESOLUTION OF GOVERNING BODY

Applicant Agency Name: Atascosa County
Project Title: Region 2-Border Prosecution Unit
Grant Application: 2536812

Be it known as follows:

WHEREAS, the 81st Judicial District Attorney's Office has applied or wishes to apply to the Office of the Governor (OOG) Homeland Security Grants Division for the following grant program:

Region 2-Border Prosecution Unit

WHEREAS, the Atascosa County Commissioners' Court has considered and supports the Application filed or to be filed with the Office of the Governor;

WHEREAS, the 81st Judicial District Attorney's Office has designated or wishes to designate the 81st Judicial District Attorney as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate said grant with the Office of the Governor, Homeland Security Grants Division;

WHEREAS, Atascosa County agrees that in the event of loss or misuse of Office of the Governor funds, Atascosa County assures that the funds will be returned to the Office of the Governor in full.

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the Office of the Governor, Homeland Security Grants Division as well as the designation of the Authorized Official.

Signature
Hon. Weldon Cude
Atascosa County Judge

Printed Name

Date

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 02/24/2025

Item Title:

Submitted For: Audrey Louis, 81st District Attorney

Discuss and/or take appropriate action concerning:

Audrey Louis: Discuss and/or take appropriate action to approve the Resolution of the
District Attorney: Governing Body for the Operation Lone Star Grant Program grant
application and direct the County Judge to sign the same

ATTACHMENTS

ME-resolution

RESOLUTION OF GOVERNING BODY

Applicant Agency Name: Atascosa County
Project Title: Operation Lone Star-Medical Examiner's Office
Grant Application: 4916302

Be it known as follows:

WHEREAS, the 81st Judicial District Attorney's Office has applied or wishes to apply to the Office of the Governor (OOG) Homeland Security Grants Division for the following grant program:

FY26 Operation Lone Star Grant Program(OLS)

WHEREAS, the Atascosa County Commissioners' Court has considered and supports the Application filed or to be filed with the Office of the Governor;

WHEREAS, the 81st Judicial District Attorney's Office has designated or wishes to designate the 81st Judicial District Attorney as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate said grant with the Office of the Governor, Homeland Security Grants Division;

WHEREAS, Atascosa County agrees that in the event of loss or misuse of Office of the Governor funds, Atascosa County assures that the funds will be returned to the Office of the Governor in full.

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the Office of the Governor, Homeland Security Grants Division as well as the designation of the Authorized Official.

Signature
Hon. Weldon Cude
Atascosa County Judge

Printed Name

Date



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Audrey Louis:
District Attorney: Discuss and/or take appropriate action concerning personnel:

Existing Employee	Erika Price
Position:	Asst. District Attorney
Pay Rate:	Longevity pay increase from \$200.00 to \$220.00 per month
Salary Budget Area:	047-400-405
Start Date:	March 1, 2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

Meeting Date: 02/24/2025

Item Title: NEED TO OPEN ANOTHER BANK ACCOUNT FOR MOTOR VEHICLE WEB DEALS

Submitted For: Loretta Holley, Tax Assessor/Collector

Discuss and/or take appropriate action concerning:

Loretta Holley: Discuss and/or take appropriate action to approve opening another bank
Tax Assessor: account for Motor Vehicle Web Deals.



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Sarah Rihn: Discuss and/or take appropriate action concerning personnel:
Animal Control:

New Employee:	Mark Narvaez
Position:	Kennel Tech
Pay Rate:	\$17.31 hourly
Salary Budget Area:	012-477-405
Start Date:	02/25/25
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

Tim Gutierrez:

Detention

Superintendent:

Discuss and/or take appropriate action concerning personnel:

New Employee

Melissa Ramirez

Position:

Juvenile Supervision Officer (Tier II)

Pay Rate:

\$22.03 Hourly

Salary Budget Area:

039-400-562

Start Date:

3/03/2025

Physical:

Pending

Drug Test:

Pending



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Sheriff Guerra:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Justin Benavidez
Position:	Deputy Sheriff
Pay Rate:	Tier 2: \$27.70 Hourly, 86 Hrs Fluctuating, \$120.00 Mo. Uniform, SB22 Eligible, 90-County Probation, 1-Year Agency Probation, Incentive Pay
Salary Budget Area:	012-440-410
Start Date:	03/01/2025
Physical:	complete
Drug Test:	complete

AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 02/24/2025
Item Title: Subdivision - Variance Request Replat Green Oaks Lot 16
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 approval/denial of the
Rural Development: variance request for the Replat of the Green Oaks Subdivision Lot 16 on
Stevens Rd in Precinct 2.

ATTACHMENTS

Variance Request - Replat Lot 16 Green Oaks S/D



NON-STANDARD PLAT/VARIANCE APPLICATION

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

Date Received: 2-18-25

Commissioner Precinct #: 2

Check #: 114

1. Name of Owner: William J. Johndrow

2. Address of Property to be subdivided: 935 Stevens Rd., Somerset, TX 78069

3. Mailing Address of Owner: 935 Stevens Rd., Somerset, TX 78069

4. Phone Number of Owner: (210) 391-0051

5. Name of Alternate Contact Person: W. Michael Orbelo, Attorney

6. Address of Alternate Contact Person: 215 W. Bandera Rd., Ste. 114, Boerne, TX 78006

7. Phone Number of Alternate Contact Person: (210) 264-7539

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

Variance is requested for the .75 acres designated as Tract 1 on submitted survey. Per Sec. 4.2 no ares are intended for public or common use but does not meet additional qualifications for exemption.

9. Reason for Requesting Relief

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

This is a small part of Applicant's homestead in a sparsely populated rural area. The sale of the .75 acre lot is intended to provide financial benefit to Applicant in retirement. Strict interpretation of the regulations would be so cost-prohibative that it would deny him this benefit.



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

This relief is necessary for the preservation and enjoyment of Applicant's right to alienate his property.

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

Not detrimental. This is an undeveloped lot and all utility and building codes will apply.

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

No effect. This is a sparsely populated rural area.

Applicant Signature:

Date:

1/18/25



NON-STANDARD PLAT/VARIANCE APPLICATION CHECKLIST

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

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

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

- ☒ Non-Standard Plat/Variance Application – must be filled out in its entirety.
- ☒ A complete copy of deed indicating applicant's ownership of the property.
- ☒ A survey plat indicating the parent tract and the tract being created by the proposed Non-Standard Plat/Variance.
- ☒ Letter from the appropriate electric utility supplier.
Name of Company: CPS ENERGY
- ☒ Letter from the appropriate water utility supplier.
Name of Company: BENTON CITY WATER SUPPLY CORPORATION
- ☐ NA If the tract being created by the proposed Non-Standard Plat/Variance has frontage on a state-maintained road, a statement from TxDOT indicating availability of access to property.
- ☒ If the property is within a subdivision, a copy of the Subdivision Covenants, Conditions and Restrictions.
- ☐ NA If the property is within a subdivision, but Subdivision Covenants, Conditions and Restrictions do not exist, a signed and dated statement from the applicant stating that they do not exist.
- ☐ NA If the property is within a subdivision, a statement from the Home Owners Association indicating the division of the tract is not in violation of the Subdivision Covenants and Restrictions.
- ☒ If the property is within a subdivision, but a Home Owners Association (HOA) does not exist, a signed and dated statement from the applicant stating that an HOA does not exist.

NOTE: THE INFORMATION ON THIS SURVEY IS THE PROPERTY OF THE SURVEYOR. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

327-24



NOTE: AMENDED ON 1/21/2024 TO CORRECT BOUNDARY LINES.

NOTE: THE SOUND SURVEYOR HAS NOT PROVIDED A CURRENT SURVEY AND THERE MAY BE DISCREPANCIES. BEWARE OF ANY DISCREPANCIES OF RECORD. THIS MAY AFFECT THE PROPERTY WHICH ARE NOT SHOWN ON THE SIZE OF THE SURVEY.

NOTE: Bearings shown herein are based on actual GPS observations. True State Plane Coordinates, South Central Zone, 2011.

NOTE: NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

ACCEPTED BY: _____

<p>LAND SURVEYORS, L.L.C. P.O. BOX 104, ALAMO, TEXAS 78002 PHONE (281) 775-0000 FAX (281) 775-0001</p>	<p>LEGEND</p> <ul style="list-style-type: none"> 1. CALCULATED POINT 2. FIELD POINT 3. FIELD POINT 4. FIELD POINT 5. FIELD POINT 6. FIELD POINT 7. FIELD POINT 8. FIELD POINT 9. FIELD POINT 10. FIELD POINT 11. FIELD POINT 12. FIELD POINT 13. FIELD POINT 14. FIELD POINT 15. FIELD POINT 16. FIELD POINT 17. FIELD POINT 18. FIELD POINT 19. FIELD POINT 20. FIELD POINT 21. FIELD POINT 22. FIELD POINT 23. FIELD POINT 24. FIELD POINT 25. FIELD POINT 26. FIELD POINT 27. FIELD POINT 28. FIELD POINT 29. FIELD POINT 30. FIELD POINT 31. FIELD POINT 32. FIELD POINT 33. FIELD POINT 34. FIELD POINT 35. FIELD POINT 36. FIELD POINT 37. FIELD POINT 38. FIELD POINT 39. FIELD POINT 40. FIELD POINT 41. FIELD POINT 42. FIELD POINT 43. FIELD POINT 44. FIELD POINT 45. FIELD POINT 46. FIELD POINT 47. FIELD POINT 48. FIELD POINT 49. FIELD POINT 50. FIELD POINT 51. FIELD POINT 52. FIELD POINT 53. FIELD POINT 54. FIELD POINT 55. FIELD POINT 56. FIELD POINT 57. FIELD POINT 58. FIELD POINT 59. FIELD POINT 60. FIELD POINT 61. FIELD POINT 62. FIELD POINT 63. FIELD POINT 64. FIELD POINT 65. FIELD POINT 66. FIELD POINT 67. FIELD POINT 68. FIELD POINT 69. FIELD POINT 70. FIELD POINT 71. FIELD POINT 72. FIELD POINT 73. FIELD POINT 74. FIELD POINT 75. FIELD POINT 76. FIELD POINT 77. FIELD POINT 78. FIELD POINT 79. FIELD POINT 80. FIELD POINT 81. FIELD POINT 82. FIELD POINT 83. FIELD POINT 84. FIELD POINT 85. FIELD POINT 86. FIELD POINT 87. FIELD POINT 88. FIELD POINT 89. FIELD POINT 90. FIELD POINT 91. FIELD POINT 92. FIELD POINT 93. FIELD POINT 94. FIELD POINT 95. FIELD POINT 96. FIELD POINT 97. FIELD POINT 98. FIELD POINT 99. FIELD POINT 100. FIELD POINT 	<p>Property Address: 235 S.W. 10th St.</p> <p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Property Description:</p> <p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>	<p>Tract 1: 32,670 sq. ft. (0.750 acres)</p> <p>Tract 2: 89,604 sq. ft. (2.057 acres)</p> <p>Tract 3: 79,696 sq. ft. (1.830 acres)</p> <p>Tract 4: 73,190 sq. ft. (1.680 acres)</p>
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MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, No. 15816. I hereby certify that the above and foregoing is a true and correct copy of the original survey as shown to me by the surveyor. I am not responsible for any errors or omissions in this survey. I am not responsible for any errors or omissions in this survey. I am not responsible for any errors or omissions in this survey.

DATE: 03/11/2021



12-NOV-24

W. MICHAEL ORBELO ATTORNEY
Attn: MICHAEL ORBELO
215 W. BANDERA RD, SUITE 114
BOERNE, TX 78006

Re: Letter of Availability (electric and gas)

Proposed Development: 935 Stevens Rd, Somerset, TX 78069

To Whom It May Concern:

Please accept this letter as confirmation that the proposed development listed above can be served by CPS Energy's electric and gas distribution system under the provisions of our current Supply Line Extension Policy contingent on the appropriate easements, rights-of-way, and permits being obtained and/or provided.

Since the specific plans indicating how the property will be developed have not yet been submitted, CPS Energy cannot estimate the cost for providing electric and gas service within the identified tract of property. A cost estimate for the provision of these utility services may be requested once plans depicting the types of development and configurations are submitted to CPS Energy for review.

This letter is not intended as a certification that CPS Energy has reviewed subdivision plans or plats nor approval of any submitted plans or plats. The applicable governmental entity's procedure for plat approval may require that utility plans be reviewed by CPS Energy prior to submittal to those applicable governmental entities.

If you should have any questions or concerns regarding this Letter of Availability, please contact our office at (210)353-4050.

Sincerely,

Debra Herrera

Debra Herrera
IDS Supervisor
Customer Design and Delivery

ENGINEER'S REPORT

TO : BENTON CITY WATER SUPPLY CORPORATION

REFERENCE : Hydraulic Investigation for One (1) Connection
Application No. 24-1200 2nd Meter Request

LOCATION : Water System Map for Benton City W.S.C.
935 Stevens Rd. (South Side, West of Marbach Rd. Intersection)
GREEN OAKS S/D, PT OF LOT 15 & 16, 2.811 ac.
Atascosa County Parcel ID # 207955

OWNER : William Johndrow
935 Stevens Rd.
Somerset, TX 78069
(210) 391-0051

DATE : December 23, 2024

This study is being performed and investigated per the Standard Service Application for the addition of one (1) 5/8" meter at the Applicant's property for residential use. The property currently is being served by an existing water meter. In the event the applicant decides to change the intended land use, this study becomes null and void and a new study shall be applied for.

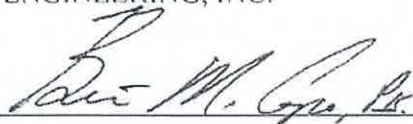
In conclusion to this investigation, we find that this meter can be added to the existing 8" water main on the South side of Stevens Rd. The system will deliver a minimum of 35 psi to the meter in this area during peak flow conditions of 1.5 gpm per connection in the system at normal operation, based on maps provided by the Benton City W.S.C. This assumes the system is being operated as designed. The system will remain within current State requirements for delivery pressure and flow in that area. Fire protection will not be provided.

The Applicant shall coordinate the location of the proposed meter with the Benton City W.S.C. The short service shall be installed along the South Right of Way of Stevens Rd. The Applicant is responsible for the design and installation and maintenance of the service line from the meter to the point of service.

Should you have any questions or require additional information, please do not hesitate to call.

COPE ENGINEERING, INC.

BY:



12/30/24

- This document is for informational purposes only in reference to this hydraulic investigation. This is not to be used for permitting, construction and/or bidding. Quantities are based on maps and information provided by the Benton City W.S.C.
- This study is valid for 60 days from the date of this report.

DECLARATION OF RESTRICTIVE COVENANTS
AND USE LIMITATIONS

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ATASCOSA

X

That we, PAUL W. MARBACH and MARJORIE L. MARBACH as Owners and Sellers of all of the following described lands located in Atascosa County, Texas, and EVERARDO O. JOHNSON and SOCORRO L. JOHNSON, Owners of Lots 12 and 13, to-wit:

Being all of the above described real property, and known as "GREEN OAKS," according to the official map or plat thereof recorded in Volume 34, at page 43, of the Deed and Plat Records of Atascosa County, Texas, reference to which and the record thereof being made here for all pertinent purposes in aid of the description of such property;

We do hereby make and publish the following recited limitations and restrictions which shall apply and become a part of all contracts for sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said unit is hereafter conveyed or transferred, to-wit:

EX-101 440 PAGE 471

1. That each of the lots in said subdivision shall hereafter be used only for the construction of one single family residence thereon except as permitted in Paragraph 1(A), here following, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such lots shall be permitted and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that each main dwelling unit hereafter constructed on each such lot shall contain at least 600 square feet of area, exclusive of porches, garages, and breezeways.
- 1(A) In addition to residential usage as set out in Paragraph 1, above, lots may be used for the following purposes:
 - (a) Lots may be used for placing of mobile homes. Mobile homes so placed must have a minimum width of 10 feet and minimum length of 40 feet, shall have been manufactured by a recognized mobile home manufacturer and shall conform to applicable state laws. No mobile homes shall be placed on said lots which were manufactured prior to the year of 1965 without prior written permission of the seller. No more than one mobile home may be placed on any lot without the expressed written permission of the seller.
2. That all single family main dwelling units hereafter constructed in said subdivision shall be constructed in a good and workmanlike manner with the use of new materials or used materials of stock length covered with new materials, with it being specifically here provided that unless the exterior is of natural wood, brick or stone, it shall immediately be painted with two (2) coats of paint.
3. That no structures (other than mobile homes on above specified lots) shall be moved onto any lots in said sub-

division other than newly constructed modular homes. Such homes shall contain at least 600 square feet of area, exclusive of porches, garages, and breezeways. Barns and out buildings may be moved onto said property only with the express approval of the seller as provided for in Paragraph 5.

4. That the entire exterior of all main dwelling units constructed in said subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereon or the placing of materials therefor on such property, whichever occurs the earliest; and
5. That prior to the construction of or placing of any barns, detached garages, sheds, or other out-buildings on any lot in said subdivision, plans and specifications therefor, including a plot plan showing the proposed location thereof, must be submitted to the seller hereinafter provided for and approval therefor procured from such seller prior to the commencement of construction thereon, and in connection therewith it is controllingly understood that the construction of any or placing of such barns, detached garages, sheds or other out buildings on any lot in said subdivision without the prior approval of the seller will be conclusively presumed to be in violation of these restrictions, with it being intended in connection with the provisions hereof that the seller, in furtherance of a uniform plan for the development of said unit, shall be vested with the authority to control the location and type of construction of any such barns, detached garages, sheds, and other out-buildings built in said subdivision into a high-class rural residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of the seller to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty (30) days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof; and,
6. That no garage, garage apartment, shack or temporary building shall be constructed on any lot in said subdivision as living quarters thereon, except that detached servant's quarters or a garage apartment without any floor space limitations may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed; and,
7. That any attachments made to the mobile home, such as patio covers, awnings, etc., shall be of regular manufactured materials normally found in mobile home parks or subdivisions. The area between the bottom of the mobile home and the ground level shall be enclosed with a non-transparent material, within one hundred twenty (120) days from the date the mobile home is installed on the lot. Travel trailers or campers may be stored in the rear portions of the lot but not occupied as living quarters. If porches or rooms are to be added to existing mobile homes, then such additions shall be submitted to the seller for approval. Such request for approval of such additions shall be submitted in writing and accompanied by sufficient sketches, pictures, and specifications so that the seller will be able to make a decision in connection therewith; and
8. That within 50 feet from any street in said subdivision only the construction of a white painted board, net wire with a six (6) inch painted board on top, redwood, cedar, or chain link fencing will be permitted, unless otherwise approved in writing by the seller, and that within the area

EX-104 445 PAGE 472

3822

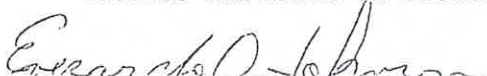
lying beyond 50 feet from any street, ranch style fencing may be erected; temporary or electric fencing will not be permitted within 50 feet of any street; and,

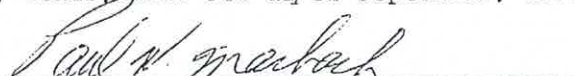
9. That all water wells drilled in said subdivision shall be cased to water strata to be used, or as Texas State Health Regulations require.
10. That all sewage disposal systems constructed in said subdivision shall be by septic tank and field drains as recommended by the Texas State Health Department and as administered by the local licensing authority having jurisdiction. Permits for septic systems must be obtained from Atascosa County authorities. In no event will a cess-pool or outdoor toilet be permitted; and,
11. That no animals will be permitted on any lot or area of said subdivision other than those normally kept for domestic or farm purposes by individuals in a private rural neighborhood. That it being specifically understood no animal or fowl commercial feeding or sales operation will be permitted on any part of said subdivision. In No event will more than one (1) animal or combination of animals be allowed per acre in said subdivision without the express written approval of the seller. Furthermore: dogs - specifically outside dogs, will be limited to two (2) regardless of the number of acres owned. Any family with five acres or more may have forty-eight (48) chickens of the egg producing varieties. No fighting type chickens will be permitted except by permission from seller and must be housed on rear half of property. Furthermore, no animals, domestic, or farm animals, such as horses, cattle, sheep, goats, hogs, or dogs will be permitted on any lot prior to the construction of a fence around the lot or an area with a good and substantial fence capable of restraining such animals on the lot.
12. That no part or portion of said subdivision shall be used as a junkyard, or as an area for the accumulation of scrap or used materials and that no part of said subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in said subdivision, nor shall anything be done in said subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision; and,
13. The resubdivision of any tract in said subdivision will not be permitted without the written approval of the seller. In no event shall the remaining tracts after resubdivision contain less than two and one half (2½) acres; and,
14. That any structures, including pens and fences, (except property line fences) erected or placed in said subdivision shall be set back at least 100 feet from the front property line and 30 feet from the side lines of each lot unless otherwise approved in writing by the seller. In the case of a corner lot, each line adjacent to the road shall be considered as a front line; and
15. Exploration, drilling, or mining for oil, gas or other minerals will not be permitted on any lot or tract in said subdivision, except by permission of the sellers.
16. Clearing of land, before land is paid for in full and released from lien, only brush, weeds, vines, and small trees will be killed or cut away from the land without the express written consent of the sellers, except on area for building and gardening.

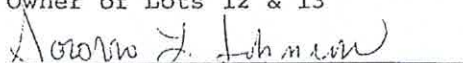
BY: EAC PAGE 473

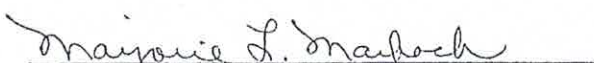
17. If through error or oversight or mistake, an owner of a lot in said subdivision builds, or causes to be built, any structure thereon which does not conform to all of the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots in said subdivision. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of lots in said subdivision to change, alter, or violate any of the restrictions herein contained.
18. All of which restrictive covenants and use limitations will remain in force and effect for a term of fifteen (15) years from and after date hereof on all the lands and premises in such Unit of said Subdivision and accordingly will be observed and complied with by all owners of lots therein during said period of time; but in connection therewith, however, it is specifically further understood that the undersigned, their heirs, legal representatives and assigns, hereby retain the right, in furtherance of the scheme or plan for the development of said Subdivision, to grant variances from and on such aforesaid restrictive covenants and use limitations by way of amendments hereto provided they, in the exercise of their best judgment, believe that any such variances would be in furtherance of such scheme or plan of development for said Subdivision. At any time within six months prior to the end of fifteen (15) years after date hereof the then owners, with any husband and wife being considered as one owner, of a majority of the property in said subdivision, calculated on an acreage basis, may by instrument in writing filed with the County Clerk of Atascosa County, Texas, extend the above and foregoing restrictive covenants and use limitations on said Subdivision, including any such amendments thereto, for an additional period of fifteen (15) years. The undersigned, their heirs, legal representatives, and assigns, or any one or more of the owners of properties in said subdivision, Atascosa County, Texas, shall have the right to enforce the foregoing covenants and use limitations, including any amendments thereto, by injunction, either prohibitory or mandatory, or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy, however, shall not be exclusive and the undersigned, their heirs, legal representatives or assigns, including any other person or persons owning property in such Unit of said Subdivision, injured by virtue of any breach of such restrictive covenants and use limitations shall accordingly have, as the case may be, his or their remedy for the damages suffered by them as a result of any such breach.
19. All of the restrictions and use limitations herein contained on said subdivision shall extend to, and accordingly be binding upon, the heirs, assigns, devisees, contract holders, and owners of every kind who may acquire any real property interest of any type, nature or kind in said subdivision from the undersigned, legal representatives, and assigns.

WITNESS OUR HANDS at Natalia, Texas, this 9th day of September, 1976.


Everardo O. Johnson
Owner of Lots 12 & 13

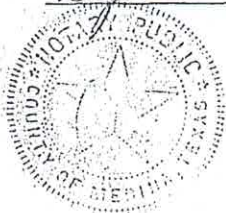

Paul W. Marbach
Seller


Socorro L. Johnson
Owner of Lots 12 & 13


Marjorie L. Marbach
Seller

COUNTY OF MEDINA X

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of Sept, 1976.



Notary Public in and for Medina
County, Texas

COUNTY OF BEXAR

appeared EV
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GIVEN
TEXAS 3

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of
 , 1976.

Reed P. Orzech
Notary Public in and for Bexar
County, Texas

EVOL 445 PAGE 475

Filed for record September 16th A.D., 1976 at 11:25 o'clock A. M. and duly
recorded October 11th A.D., 1976 at 8:30 o'clock A. M. in Atascosa
County Deed Records, Volume 445, Pages 471-475.

WILLIE MAE KENNEY, Clerk County Court, Atascosa County, Texas.

By: Laquita Hayden (Laquita Hayden) Deputy

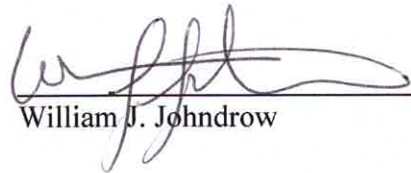
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F I N I S

**STATEMENT OF WILLIAM J. JOHNDROW
IN SUPPORT OF VARIANCE APPLICATION**

My name is William J. Johndrow. I am the applicant for the Non-Standard Plat/Variance Application to which this statement is attached. The property subject to the Application is not subject to the control or rules of any home owners association (HOA) in that an HOA does not exist for this property.

Signed on 1/18/, 2025


William J. Johndrow

W. MICHAEL ORBELO

Attorney at Law

215 W. Bandera Rd., Suite 114

Boerne, Texas 78006

(210) 264-7539

(866) 246-2457 Fax

michaelorbelo@yahoo.com

VIA CERTIFIED MAIL RRR #7022 1670 0001 0699 8103

January 30, 2025

Britni Van Curan
Atascosa County Rural Development Office
1 Courthouse Circle Dr., Ste. 106
Jourdanton, Texas 78026

RE: Application for Non-Standard Plat/Variance – William J. Johndrow

Dear Ms. Van Curan:

Enclosed with this letter is a variance application and fee to be submitted under the name of my client, William J. Johndrow. I note the instructions on the application that approval is to be obtained prior to selling the property and I believe you are aware that Mr. Johndrow has already deeded this lot to another individual.

Art. XIV of the Atascosa County Subdivision and Development Regulations does not appear to require approval prior to sale. Additionally, Art. XIV grants the Commissioners Court complete discretion in these matters. Therefore, we respectfully request that this application be accepted in the name of William J. Johndrow.

Please feel free to direct any communications to me at the above contact information.

Sincerely,



W. Michael Orbelo

Encl.

W MICHAEL ORBELO ATTORNEY AT LAW
IOLTA ACCOUNT

215 WEST BANDERA 114 210-226-7611
BOERNE, TX 78006

114

88-2193/1140
130

DATE

CHECK ARMOR
TRADE PROTECTION

W. Michael Orbelo County Road Development Office \$152.00
One Hundred Fifty and 00/100 DOLLARS

Photo
Safe
Deposit
Details on back

 BROADWAY BANK

(800) 531-7650 • broadway.bank

John - Application - Various

AK

⑆114021933⑆ ⑆0000402303⑆ 0114

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

Meeting Date: 02/24/2025
Item Title: Temporary Water Line - Top Gun County Road 347
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 approval/denial of the
Rural Development: temporary water line permit for Top Gun Energy on County Road 347 in Precinct
3.

ATTACHMENTS

Permit



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

LOCATION (County Roads and Right of Way shall be listed below):

County Road 347 for 1 mile

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about February 15, 2025 (mm/dd/yyyy) and complete such operations by April 15, 2025 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR

Eddie Balboa

By: Eddie Balboa

Title: Operations Manager

Address: P. O. Box 777
Freer, Tx. 78357

Date: 1/27/2025

I have reviewed the foregoing Request, and I:

☐ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Eddie Balboa

Office Telephone: 361-394-1322

Cell Phone: 361-834-8633

Email Address: eddiebalboa86@gmail.com

Address: PO Box 777

City, State, Zip: Freer, Tx. 78357

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

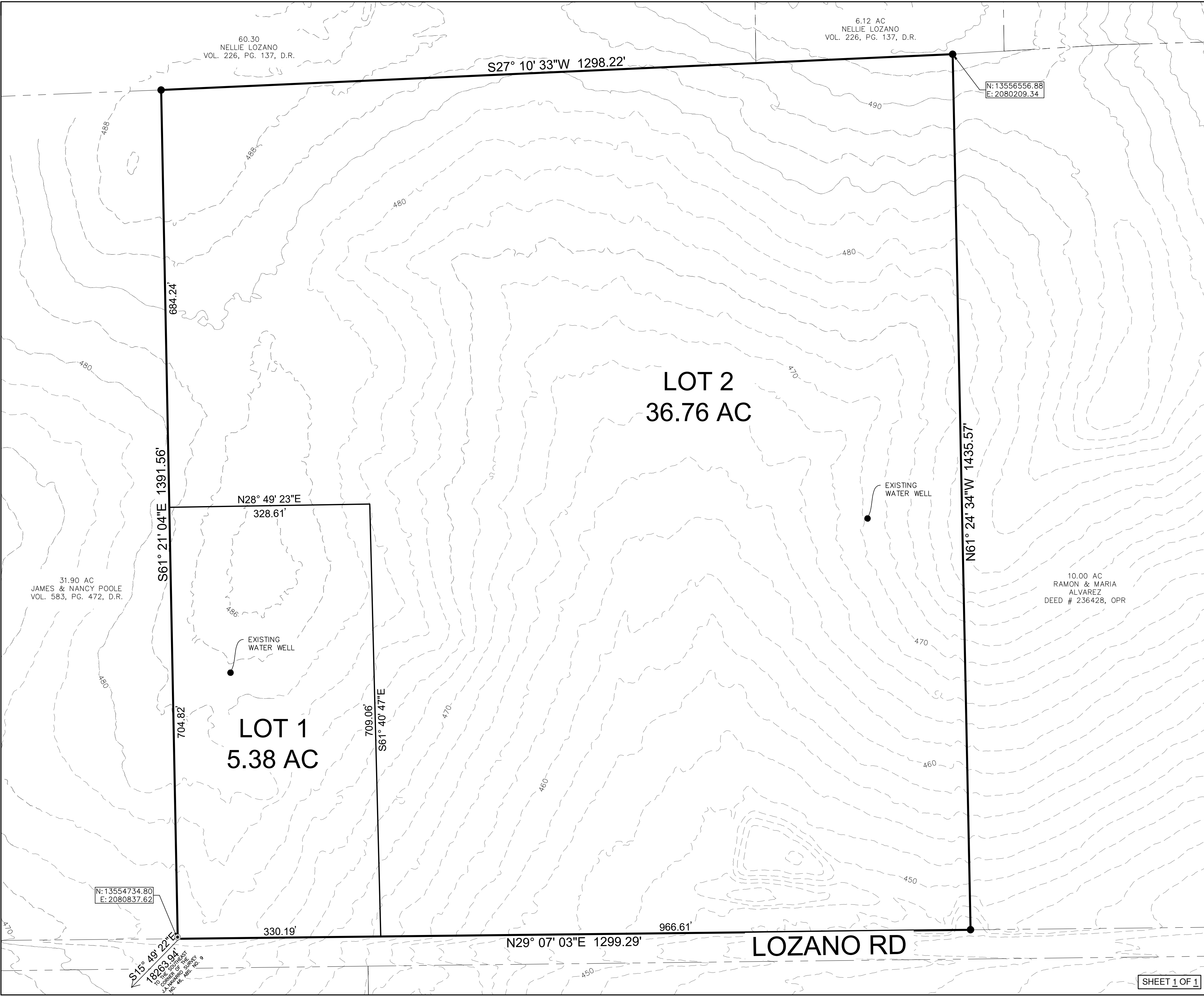
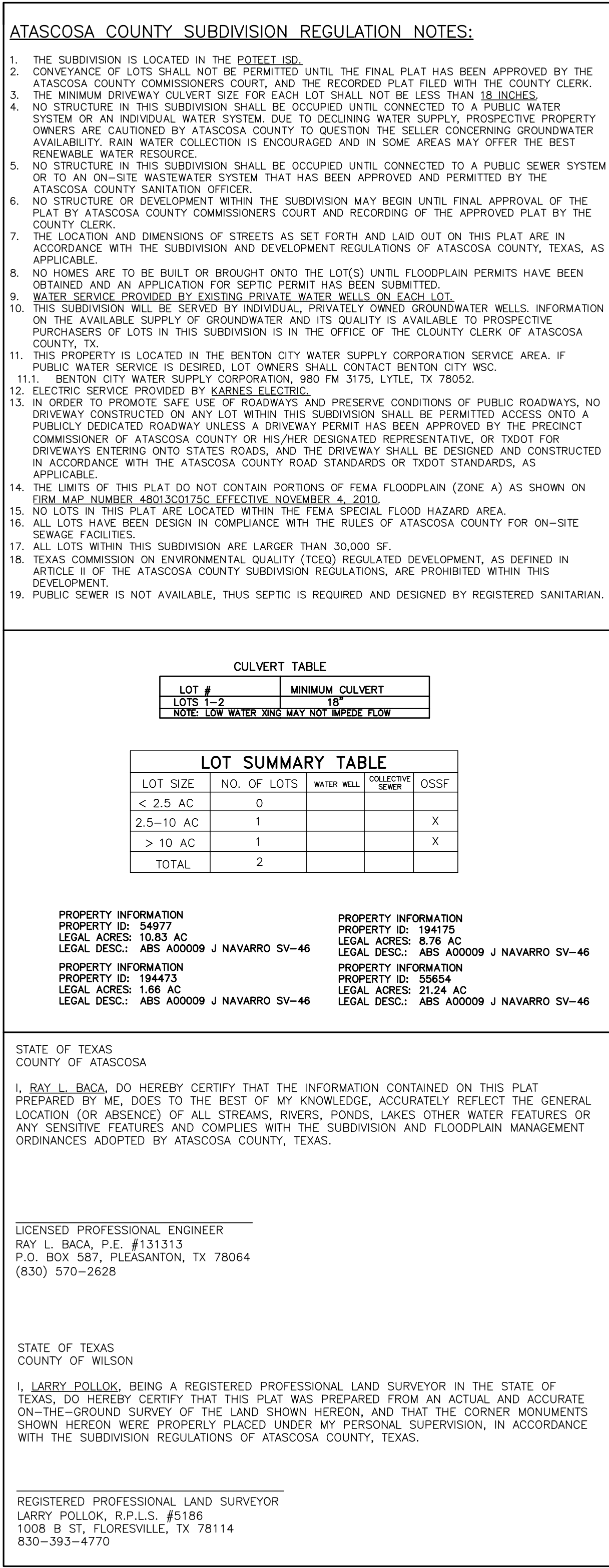
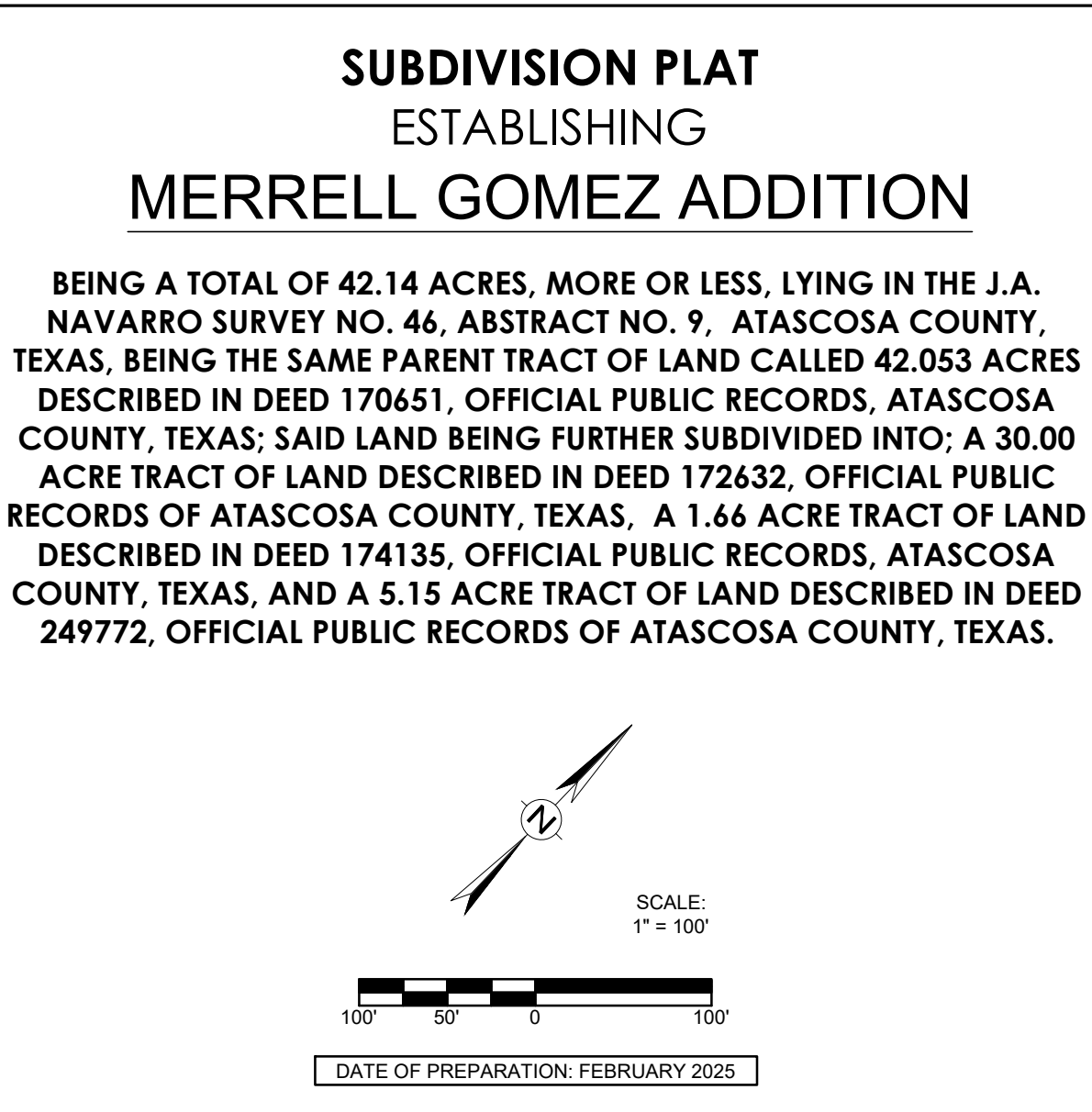
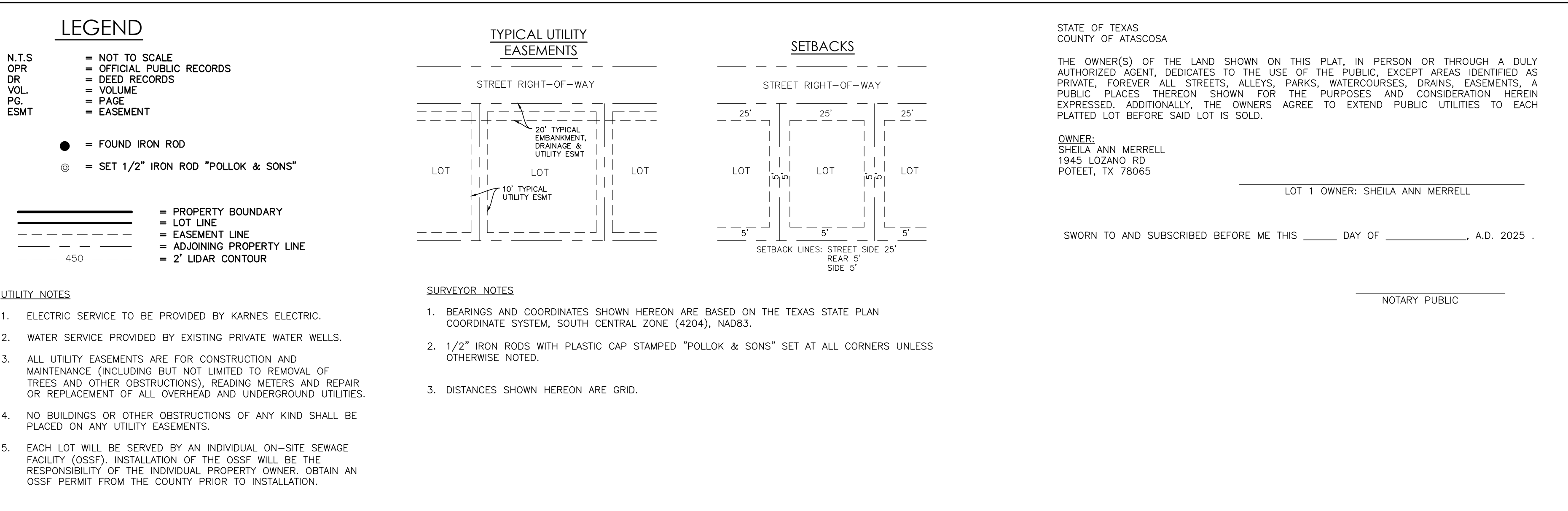
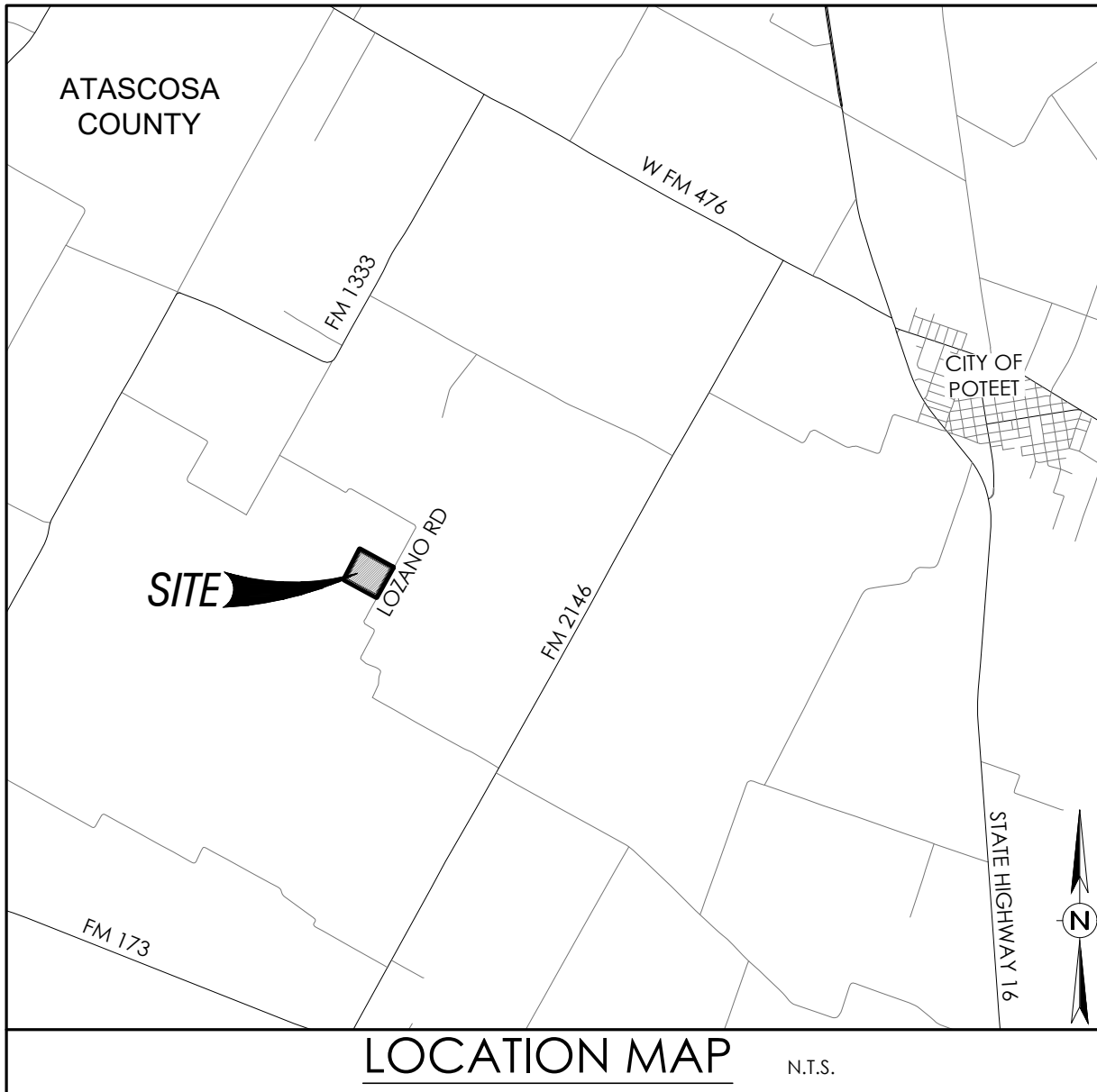
Meeting Date: 02/24/2025
Item Title: Subdivision - Merrell Gomez Addition FINAL PLAT
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Merrell
Rural Development: Gomez Final Plat on Lozano Road in Precinct 3.

ATTACHMENTS

Merrell Gomez Final Plat



AGENDA REQUEST (GENERAL)

Agenda Item 15.

Meeting Date: 02/24/2025
Item Title: Commercial Driveway - County Road 407 Marathon
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 approval/denial of the
Rural Development: Commercial Driveway Permit on County Road 407 in Precinct 4 for Marathon Oil
Corporation.

ATTACHMENTS

County Road 407 Driveway Plans
County Road 407 Permit



MARATHON OIL CORPORATION
DRIVEWAY PERMIT PACKAGE
COUNTY ROAD 407

DRIVEWAY PERMIT CHECKLIST:

LEGAL DESCRIPTION: ABS A00122 BS&F SV-5, 653.5 ACRES
ACREAGE: 653.5 ACRES
SURVEY NO: BEATY, SEALE AND FORWOOD (B.S. & F.).
SURVEY NO. 5
PID: 11522
DRIVEWAY CLASSIFICATION: OILFIELD
OF DRIVEWAYS: (1) DRIVEWAY
DRAWING OF PROPOSED DRIVEWAY: SEE SHEET C2.0



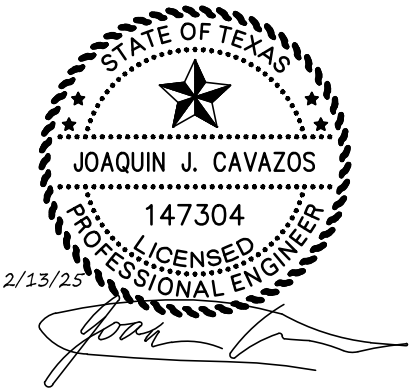
LOCATION MAP
1" = 5000'

SHEET INDEX

Description	Sheet Number
COVER SHEET	1
DRIVEWAY LAYOUT	2
DRAINAGE AREA MAP	3
DRAINAGE CALCULATIONS	4
TRAFFIC CONTROL NOTES	5

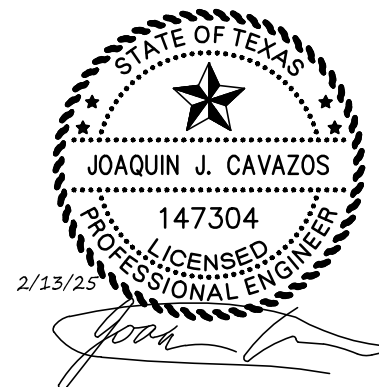
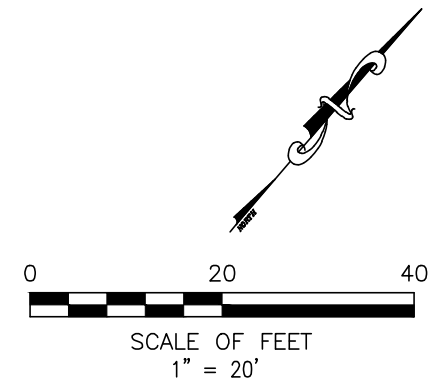
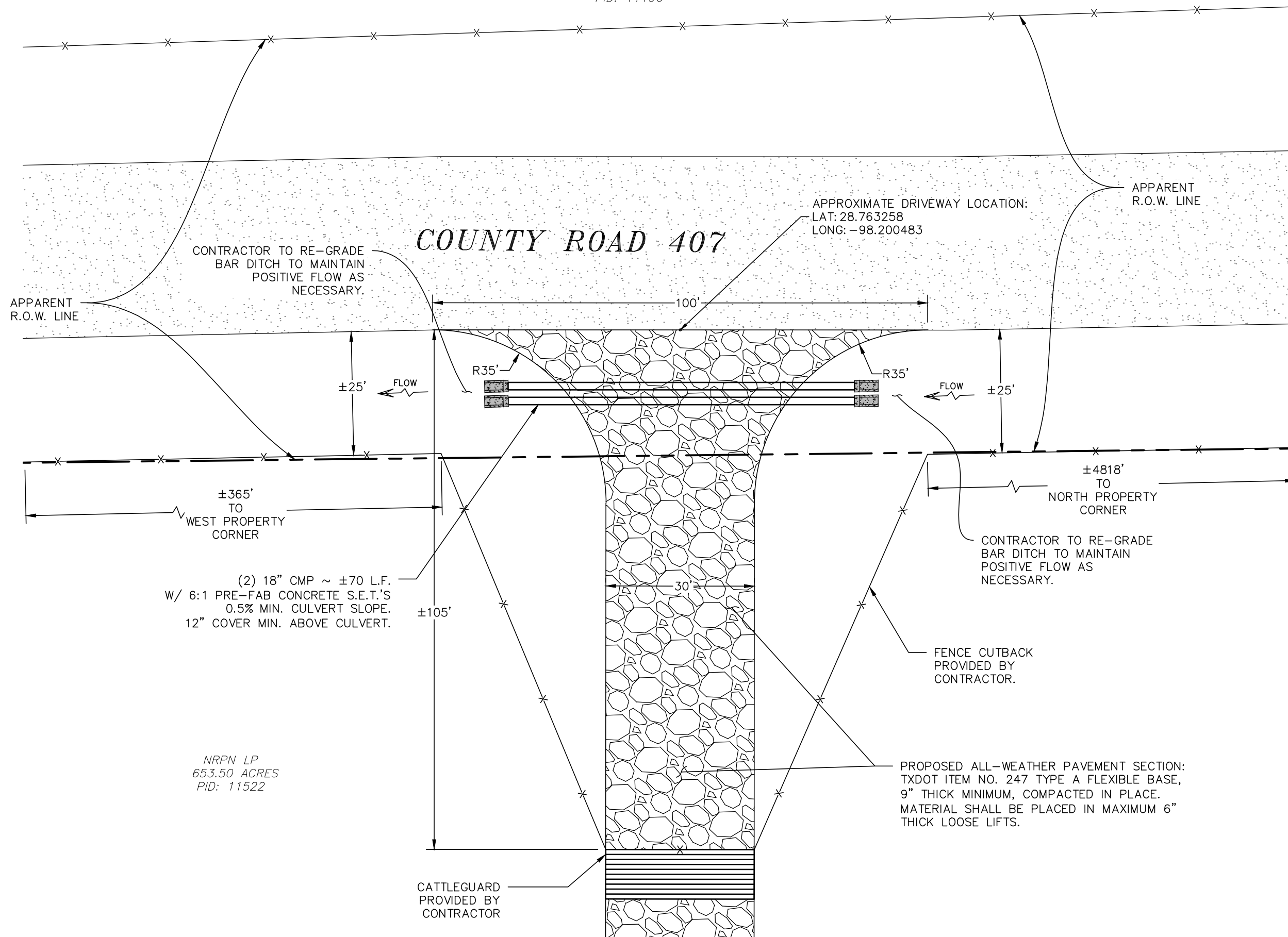
PREPARED FOR:

MARATHON OIL CORPORATION
5022 FM 2102
KENEDY, TEXAS 78119



RAKOWITZ
Engineering & Surveying

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



REVISIONS		
DATE	NO.	DESCRIPTION



RAKOWITZ

Engineering & Surveying

830-281-4068

Texas Registered Engineering Firm F-9155

Texas Registered Surveying Firm 101812-00

MARATHON OIL CORPORATION

COUNTY ROAD 407, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE

DRIVEWAY LAYOUT

100 % SUBMITTAL	PROJECT NO.: _25-3548_	DATE: FEB. 2025
DRWN. BY: AMH	DSGN. BY: JJC	CHKD. BY: BAK
SHEET NO. 2		OF 5

Date: Feb 13, 2025, 8:52am User ID: Amy
File: N:\Projects\2025\25-3548 Marathon Oil - Driveway\Civil\25-3548 DRAINAGE.dwg

Hydrograph Report

1

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

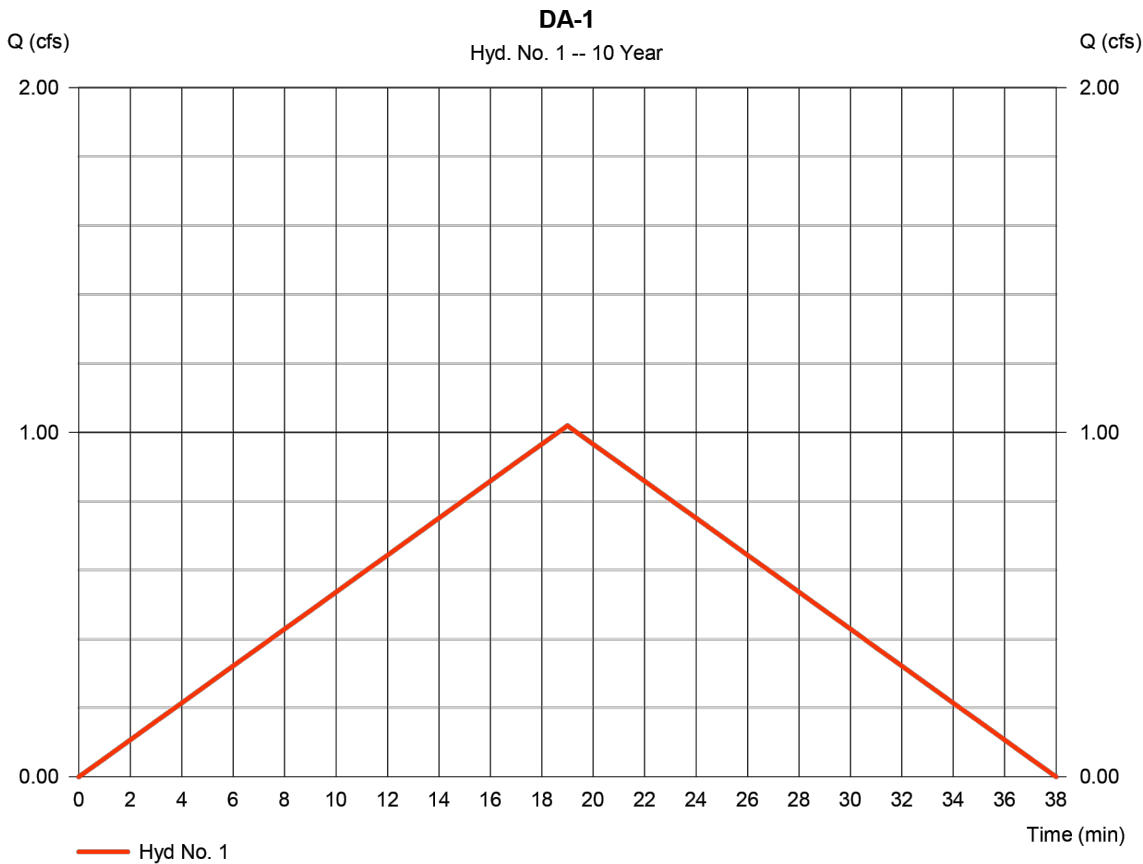
Thursday, 02 / 13 / 2025

Hyd. No. 1

DA-1

Hydrograph type	= Rational	Peak discharge	= 1.019 cfs
Storm frequency	= 10 yrs	Time to peak	= 19 min
Time interval	= 1 min	Hyd. volume	= 1,162 cuft
Drainage area	= 0.710 ac	Runoff coeff.	= 0.26*
Intensity	= 5.521 in/hr	Tc by TR55	= 19.00 min
IDF Curve	= Atlas 14 Atascosa County Tx	OSCEC limb fact	= 1/1

* Composite (Area/C) = [(1.630 x 0.20) + (0.140 x 0.95)] / 0.710



Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Feb 13 2025

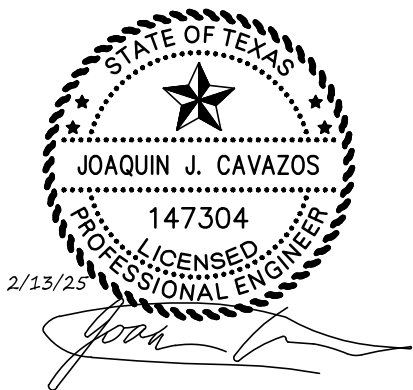
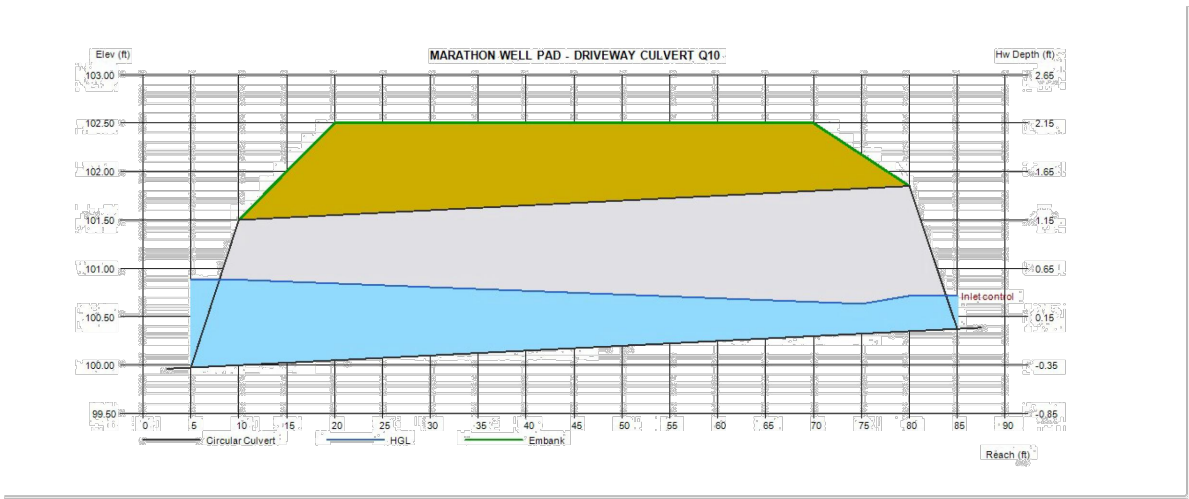
MARATHON WELL PAD - DRIVEWAY CULVERT Q10

Invert Elev Dn (ft)	= 100.00
Pipe Length (ft)	= 70.00
Slope (%)	= 0.50
Invert Elev Up (ft)	= 100.35
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 2
n-Value	= 0.024
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Mitered to slope (C)
Coeff. K,M,c,Y,k	= 0.021, 1.33, 0.0463, 0.75, 0.7

Embankment	
Top Elevation (ft)	= 102.50
Top Width (ft)	= 50.00
Crest Width (ft)	= 25.00

Calculations	
Qmin (cfs)	= 1.02
Qmax (cfs)	= 1.02
Tailwater Elev (ft)	= (dc+D)/2

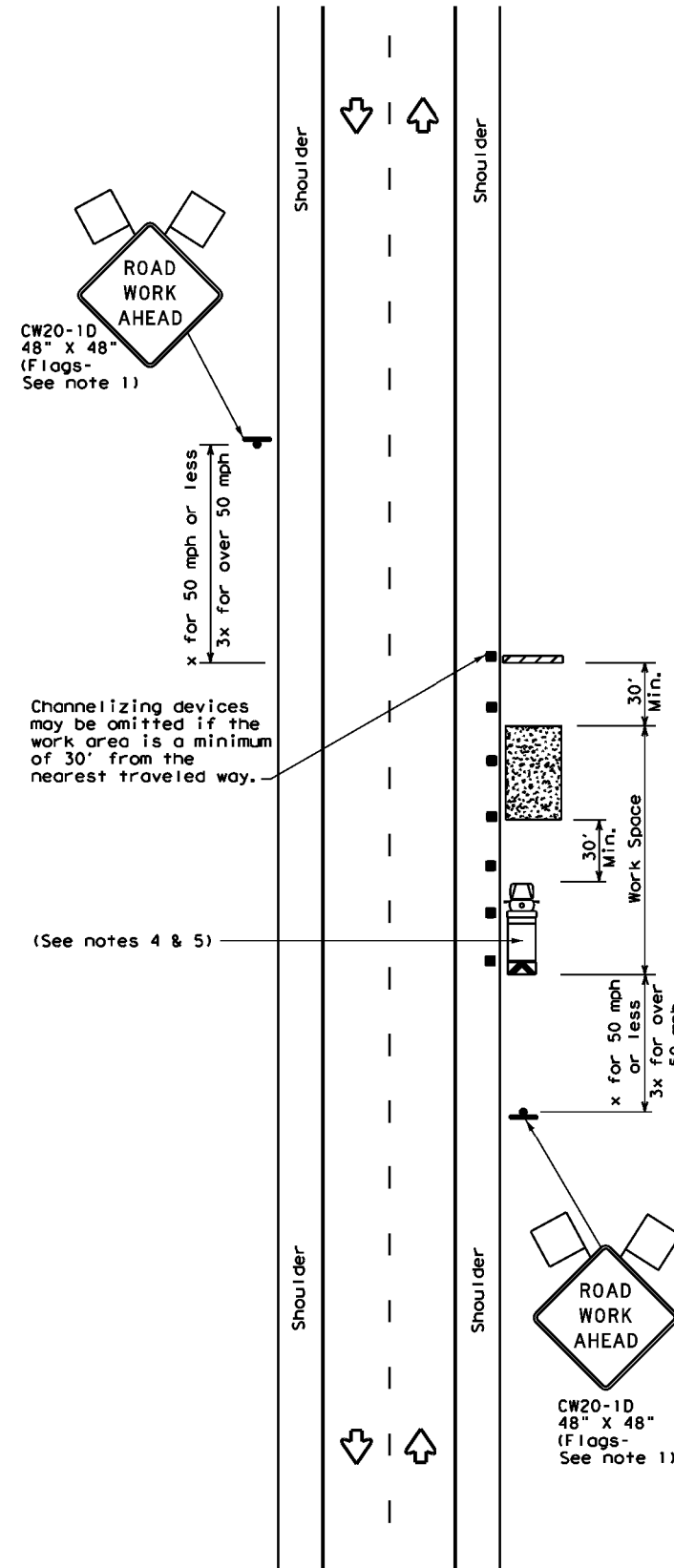
Highlighted	
Qtotal (cfs)	= 1.02
Qpipe (cfs)	= 1.02
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 0.47
Veloc Up (ft/s)	= 2.43
HGL Dn (ft)	= 100.88
HGL Up (ft)	= 100.61
Hw Elev (ft)	= 100.72
Hw/D (ft)	= 0.24
Flow Regime	= Inlet Control



REVISIONS		
DATE	NO.	DESCRIPTION
RAKOWITZ Engineering & Surveying 830-261-4060 Texas Registered Engineering Firm F-9155 Texas Registered Surveying Firm 101812-00		
MARATHON OIL CORPORATION COUNTY ROAD 407, ATASCOSA COUNTY, TX		
DRIVEWAY PERMIT PACKAGE DRAINAGE CALCULATIONS		
100 % SUBMITTAL	PROJECT NO.: 25-3548	DATE: FEB. 2025
DRWN. BY: AMH	DSGN. BY: JJC	CHKD. BY: BAK
SHEET NO. 4 OF 5		

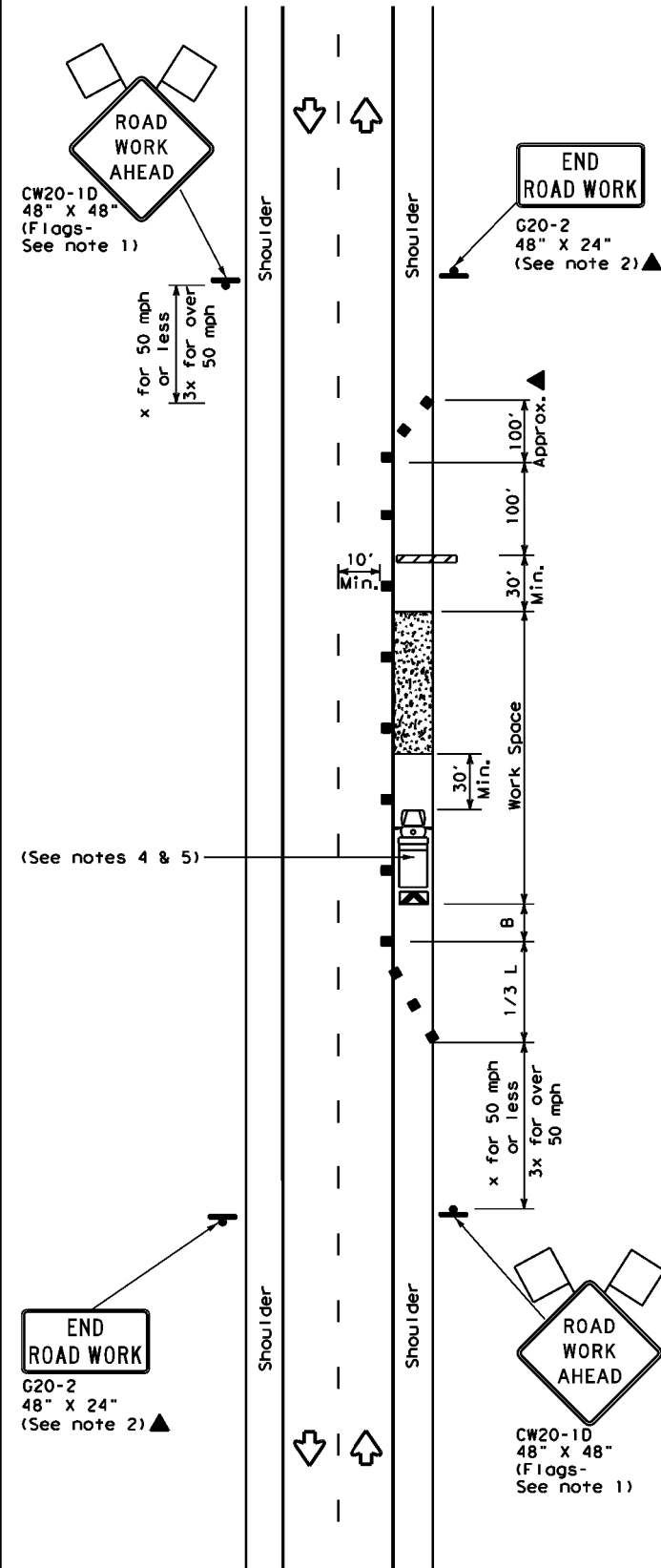
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



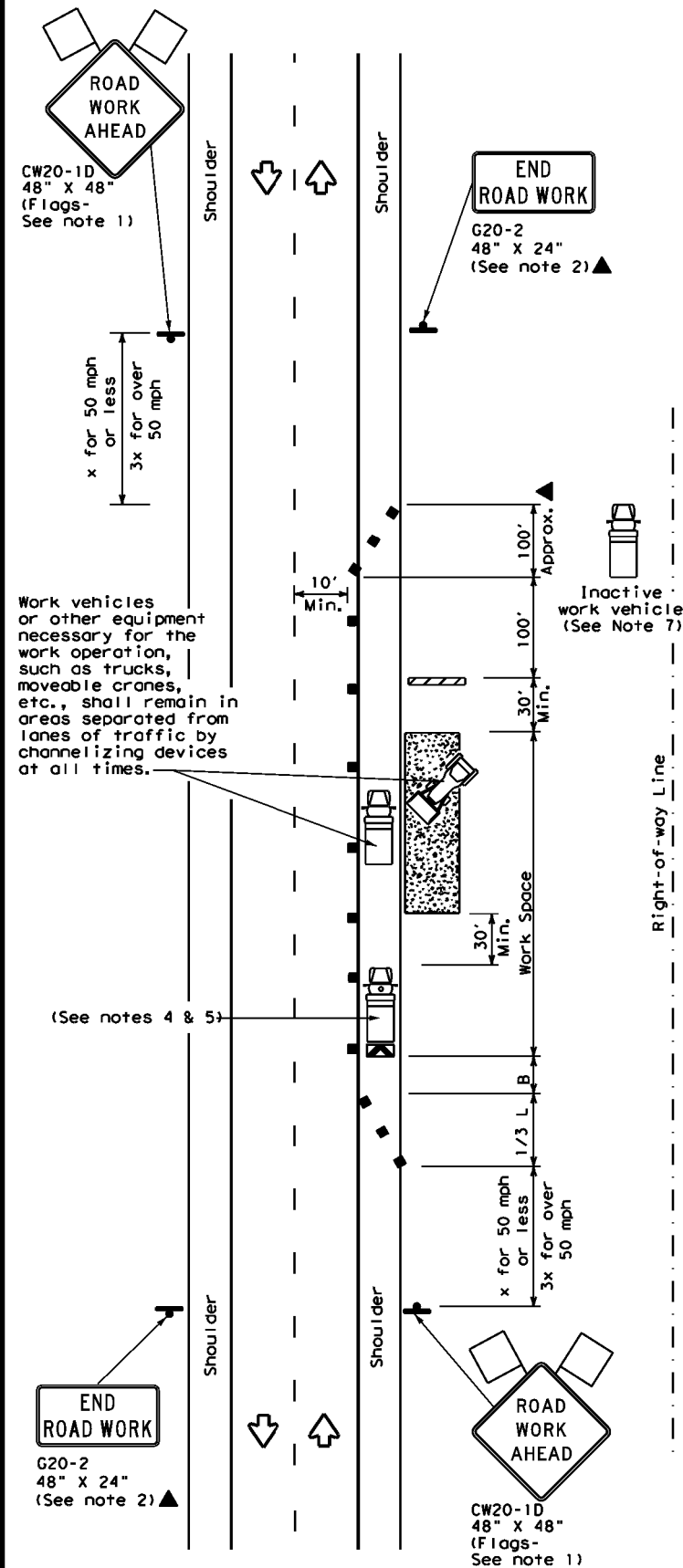
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
DIST			COUNTY	SHEET NO.



Permit to Construct Access Driveway Facilities On Atascosa County Road Right of Way

Permit Number: _____		
Applicant/Permitee	GPS*	Roadway
Name: Marathon Oil Corporation	Latitude, Longitude <u>28.763258</u> , <u>-98.200483</u>	Name: County Road 407
Mailing Address: 5022 FM 2102		
City, State, Zip: Kenedy, TX 78119		For County's Use
Phone number: 817.776.1862		Pct. No.: _____
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes Marathon Oil Corporation hereinafter called the Permittee, to ✓ construct/_____reconstruct a Oilfield (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road 407 in Atascosa County, located approximately 1.1 miles NE of the intersection of FM 1099 and CR 407 _____ (use additional sheet as needed).

Subject to Access Driveway Policy and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the county road right of way.

2. Design of facilities shall be as follows and/or as shown on sketch on page 15 and is subject to conditions stated below:

See driveway plans sheet 2

_____ All construction of materials shall be subject to inspection and approval by the County.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with the approval of the County.

4. The Permittee shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect

any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the county road right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.

7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.

8. The Permittee will contact the County's representative _____ telephone (____) _____ at least twenty-four (24) hours prior to beginning the work authorized by this permit.

9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the County.

Date of Issuance

County Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and

maintenance of an access driveway on the highway right of way.

Date: 2/17/2025 Signed: Russell Reitz
(Property owner or owner's representative)

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 02/24/2025
Item Title: Utility Permit - Frontier Communications
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 following permits:
Rural Development:

- A. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Anaqua Dr. in Precinct 4.
- B. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Coma Dr. in Precinct 4.
- C. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on County Road 430 in Precinct 4.
- D. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on County Road 438/Olive St. in Precinct 4.
- E. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Granjeno Dr. in Precinct 4.
- F. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Hidden Ln. in Precinct 4.
- G. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Lost Ln. in Precinct 4.
- H. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Persimmon Dr. in Precinct 4.
- I. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Wolfberry Dr. in Precinct 4.
- J. Discuss and/or take appropriate action concerning the approval/denial of the utility right-of-way permit for Frontier Communications on Taylor Rd in Precinct 3.

ATTACHMENTS

Anaqua ROW Permit
Coma ROW Permit

County Road 430 ROW Permit
County Road 438/Olive St ROW Permit
Granjeno ROW Permit
Hidden ROW Permit
Lost ROW Permit
Persimmon ROW Permit
Wolfberry ROW Permit
Taylor ROW Permit

Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

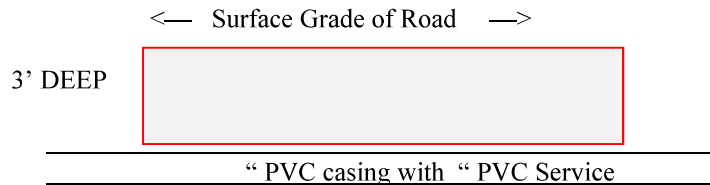
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore
line within the right-of-way of Anaqua Dr in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.16/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission:_____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit_____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC_____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Anaqua Dr
Beg. RM _____ Offset _____ End RM _____
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

George “Butch” Pawdek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

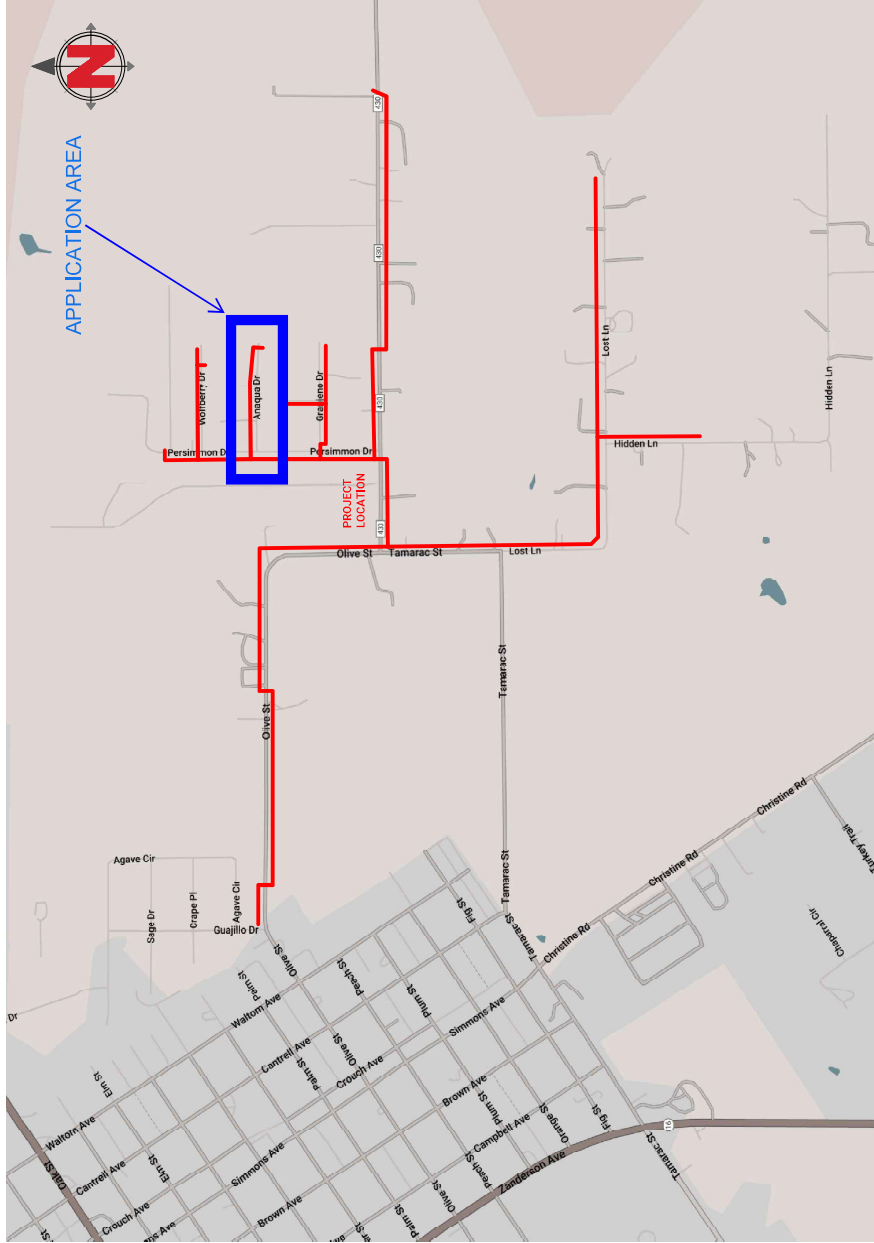
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	8,165 FT
DIR. BORE + CONDUIT	FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SF
R & P PAVEMENT	SF
AERIAL OVERLASH	FT
AERIAL NEW BUILD	12,233 FT
AERIAL DROP	FT
AERIAL OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

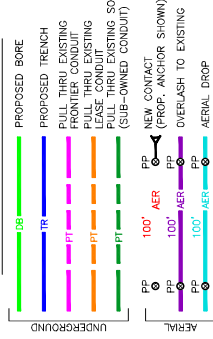


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

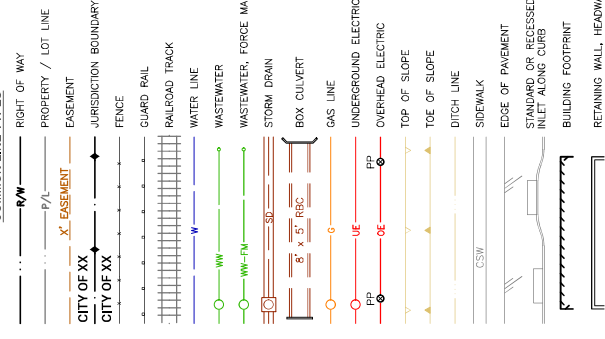
PROJECT: 5323935
I.O. AREA: JORDANTON
NUMBER: 5323935
EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Andy Crenshaw
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1/40
TAX DISTRICT: ----
PAGE: 01 OF 38
THISSP: ----
RING: ----
SEC: ----

OSP LINE & UTILITY LEGEND

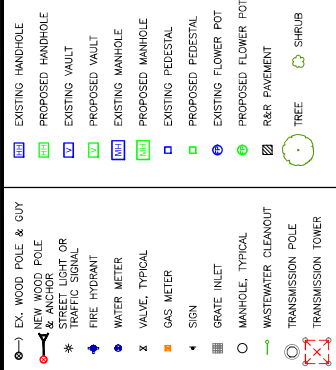
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



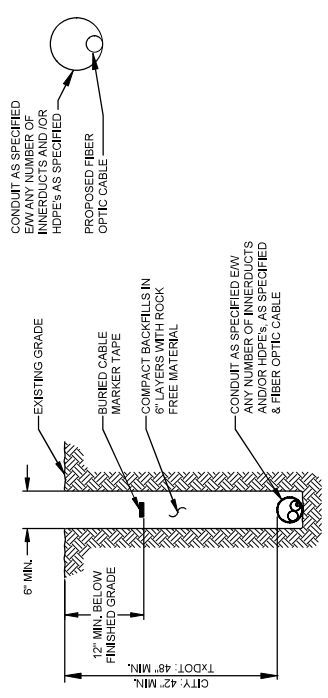
COMMON SYMBOL LEGEND



TYPICAL DETAILS

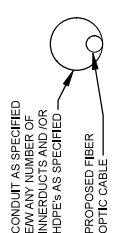
TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



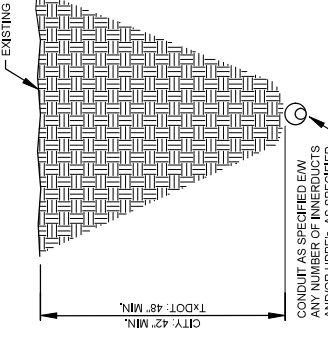
TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"

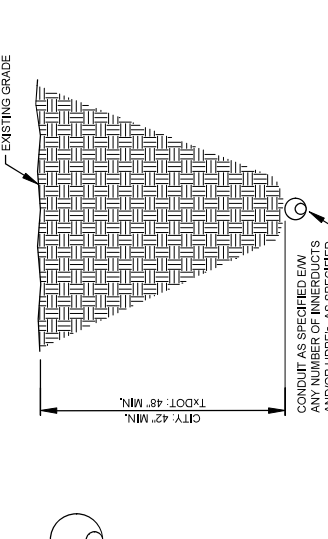
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



TYPICAL DETAILS

TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



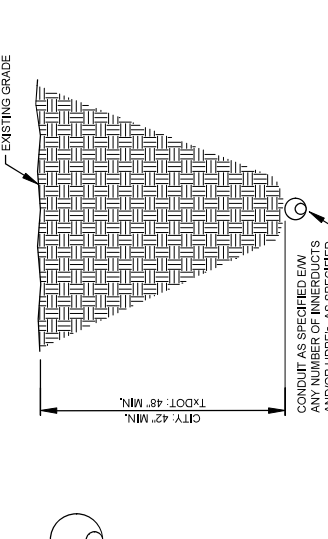
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TYPICAL DETAIL "C"

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SPECIAL NOTES

1. DETAILS NOT DRAWN TO SCALE.

2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.

3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332033.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THISSP:	---	RNG:	----
SEC:	----		

SEE PAGE 34

SEE PAGE 36



REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001


PROJECT NUMBER:	5323935	C.O. AREA: JORDANTON EXCH. CODE: 70428
DRAWN DATE:	ENGR: Apex Civil Solutions PHONE: 945.245.APEX	CNTY: ATASCOSA FILE: 5323935 Job Sheet - CS 42444
SCALE: 1:40	TAX DISTRICT: ----	PAGE: 33 OF 38
WSP: --	RNG: ----	SEC: ----

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

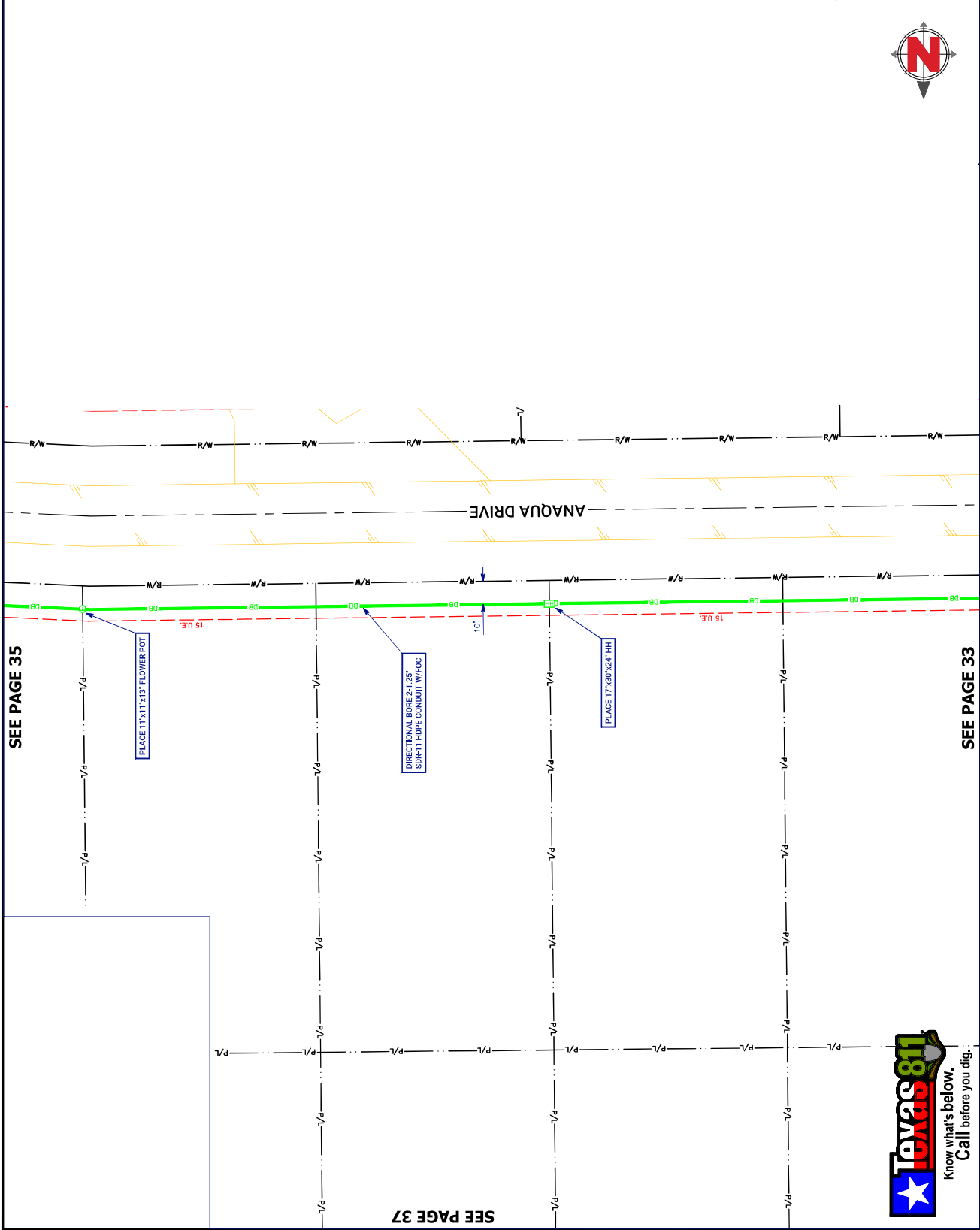
REVISIONS



FIBER CONSTRUCTION

JRTN FTTH 2025 H2001

PROJECT NUMBER: 5329935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 38
SCALE: 1"=40'	TAX DISTRICT: ---
THIS SHEET: ---	RNG: ---
SEC: ---	



SEE PAGE 35

SEE PAGE 33

SEE PAGE 37

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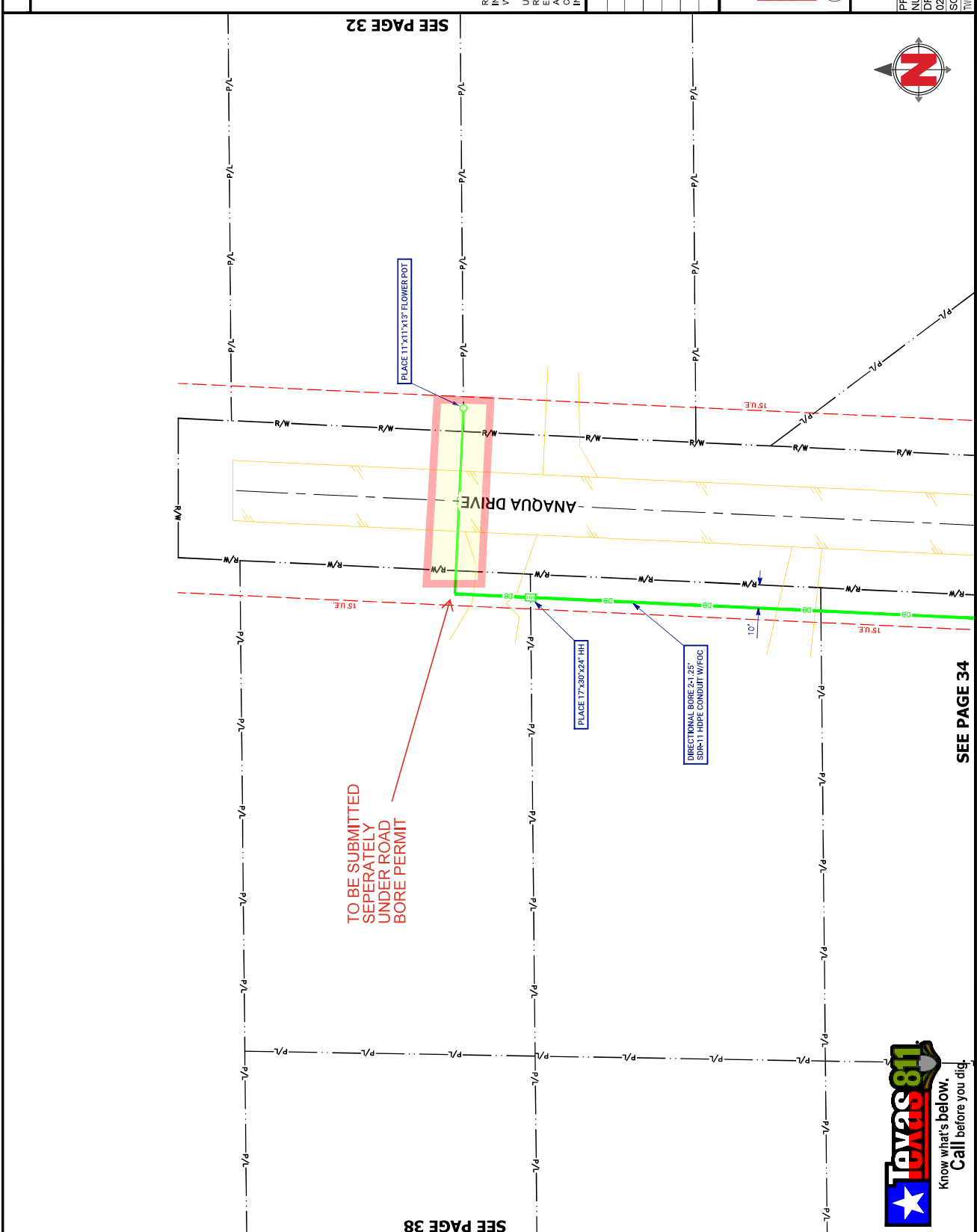
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REVISIONS	



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT: 5329935
 I.O. AREA: JORDANTON
 NUMBER: 70428
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 DRAWN DATE: 02.07.2025
 ENGR: Apex Civil Solutions
 GNTY: ATASCOSA
 PHONE: 945.245.APEX
 FILE: 332333.Dwg
 SCALE: 1:40
 TAX DISTRICT: ---
 PAGE: 35 OF 38
 THISSHEET: ---
 SEC: ---



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

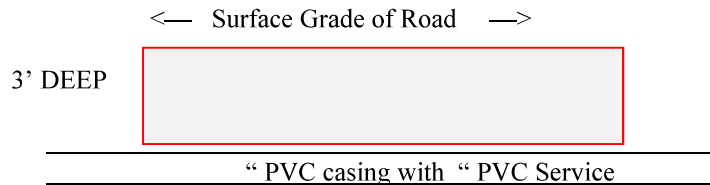
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore
line within the right-of-way of Coma Dr in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.7/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission: _____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC _____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Coma Dr
Beg. RM _____ Offset _____ End RM _____
County Precincts No. 3 Atascosa County, Texas
Date: 2/14/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

• **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

George “Butch” Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

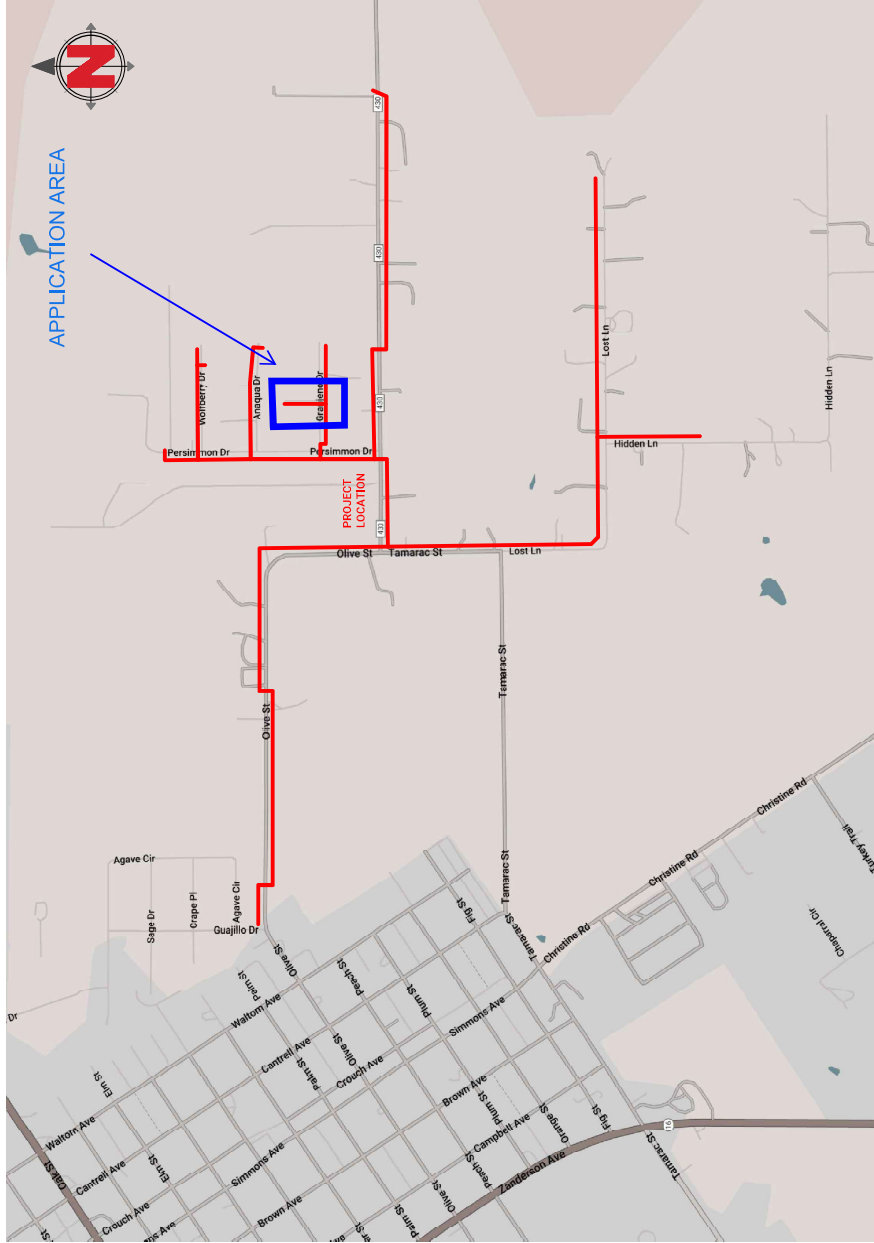
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



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U-GUARD RISER ON POLE	6	EA
DOWN GUY + ANCHOR	12	EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
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EMAIL: andy.crenshaw@ftr.com

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NAME OF FIRM: HOUSLEY GROUP
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EMAIL: bhebert@hgc-inc.com

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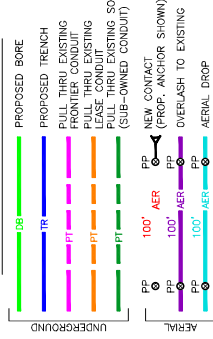


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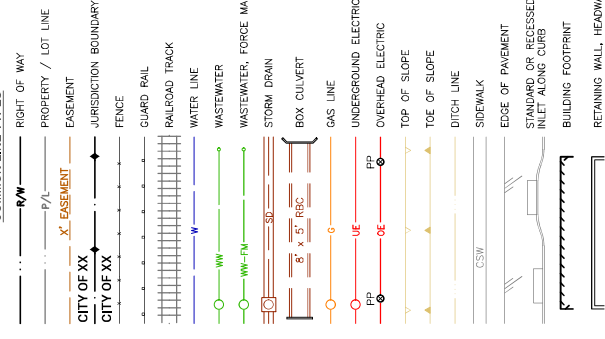
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OSP LINE & UTILITY LEGEND

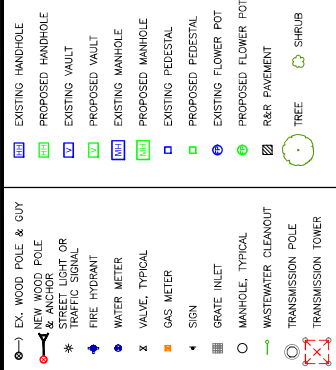
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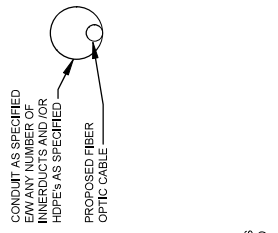
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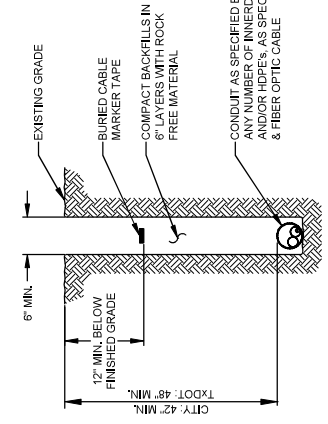
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CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

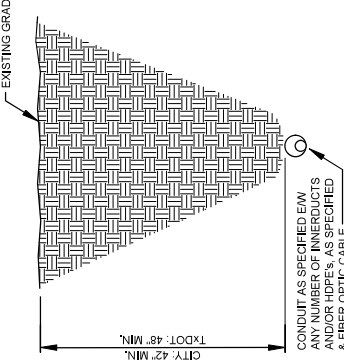
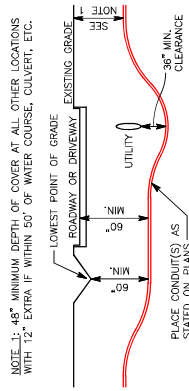
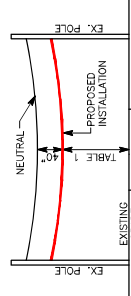


TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE

REFER TO MESC 232 FOR ADDITIONAL REQ.

DIRECTIONAL BORE - CROSSING DETAIL

WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

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REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001


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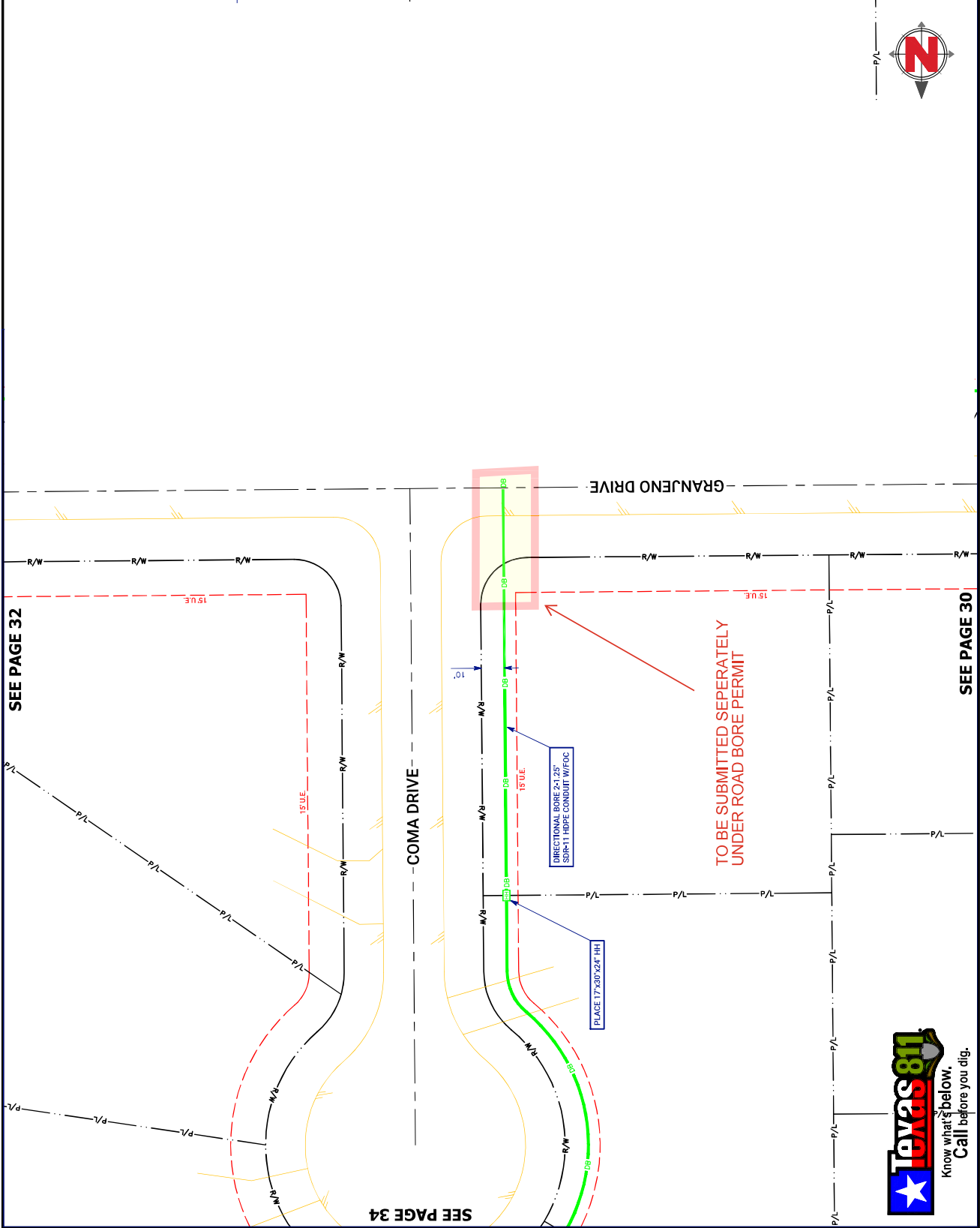
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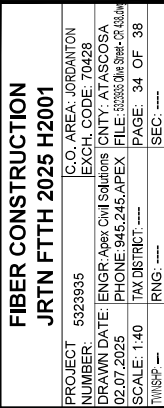
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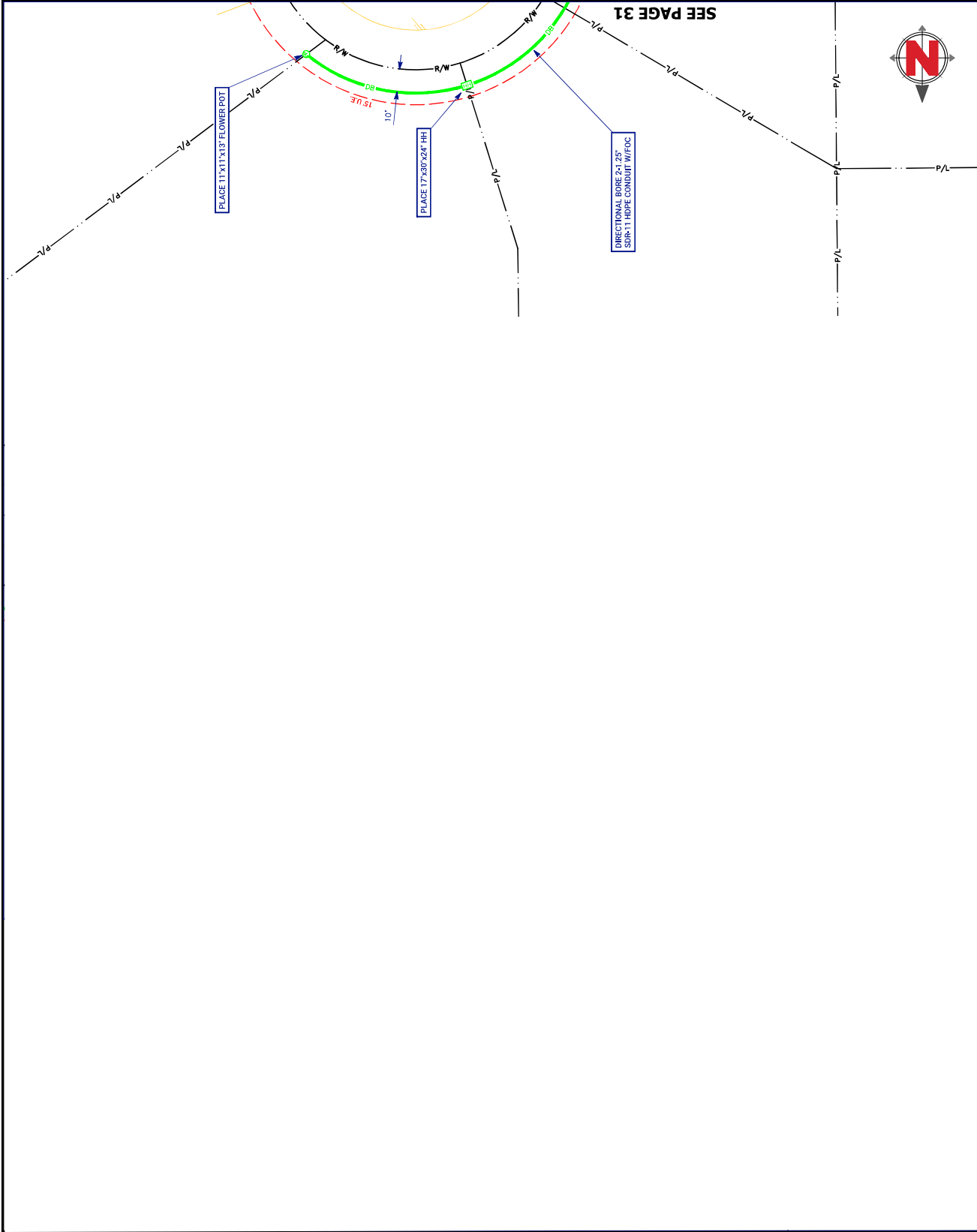


SPECIAL NOTES

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PROJECT	5323935	C.O. AREA: JORDANTON
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02.07.2025	PHONE: 945,245,APEX	FILE: 5323935.01 Sheet - 03.dwg
SCALE: 1:40	TAX DISTRICT: ----	PAGE: 34 OF 38
TWNSHP: --	RNG: ----	SEC: ----



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

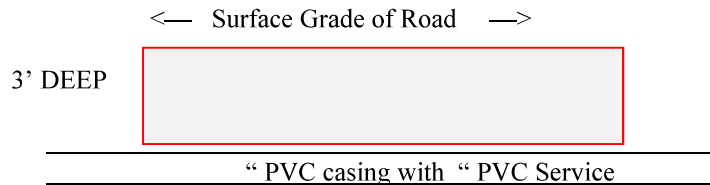
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore and aerial self-overlash
line within the right-of-way of CR 430 in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.73/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission: _____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC _____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway CR 430
Beg. RM _____ Offset _____ End RM _____
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

George “Butch” Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

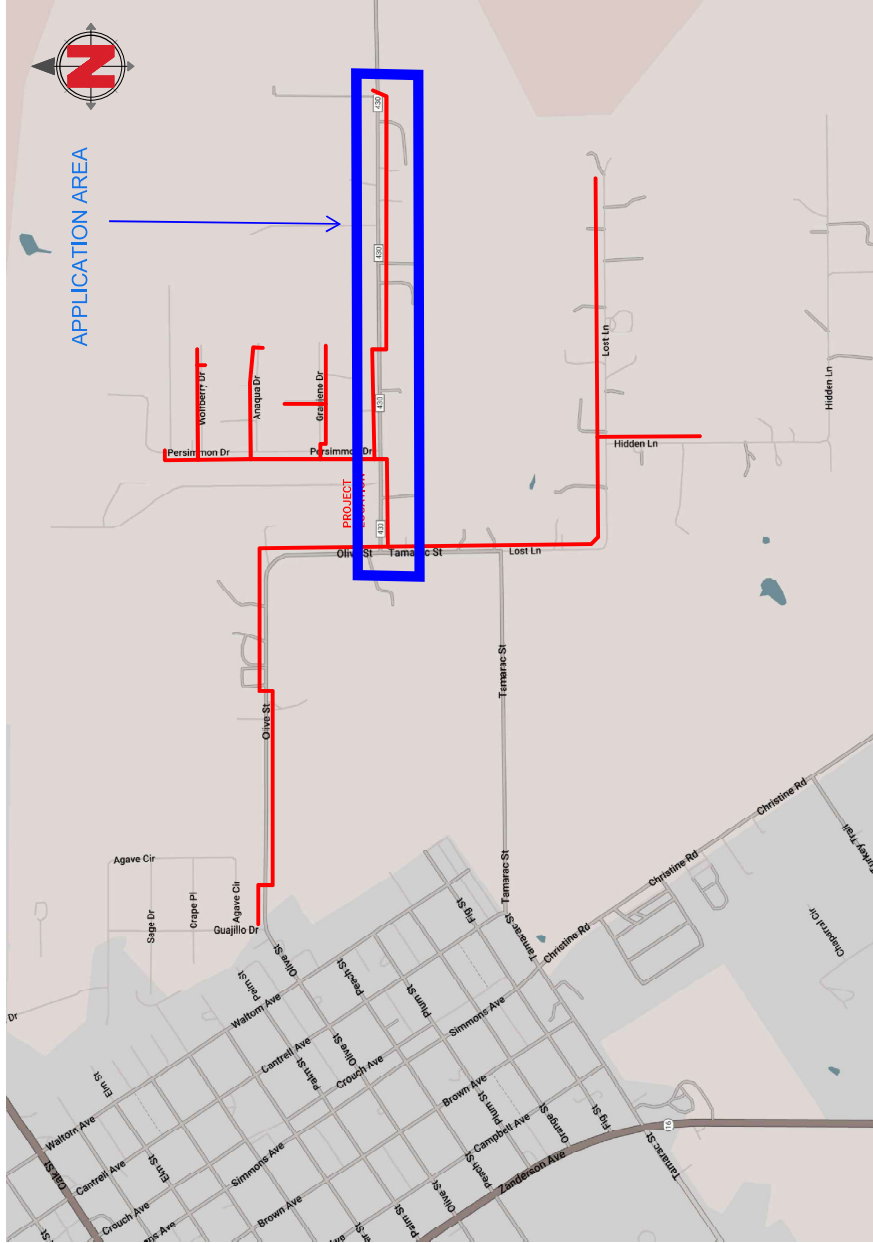
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	8,165 FT
DIR. BORE + CONDUIT	8,165 FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SF
R & P PAVEMENT	SF
AERIAL: OVERLASH	FT
AERIAL: NEW BUILD	12,233 FT
AERIAL: DROP	FT
AERIAL: OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

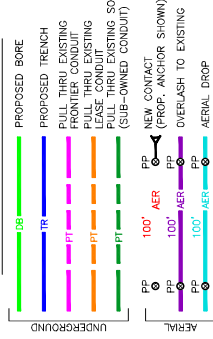


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

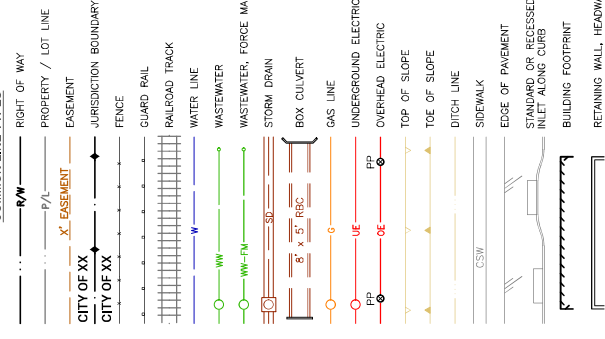
PROJECT: 5323935
I.O. AREA: JORDANTON
NUMBER: 5323935
EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Apex Civil Solutions
GNTY: ATASCOSA
PHONE: 945.245.APEX
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1/40
TAX DISTRICT: ----
PAGE: 01 OF 38
THISSP: ----
RING: ----
SEC: ----

OSP LINE & UTILITY LEGEND

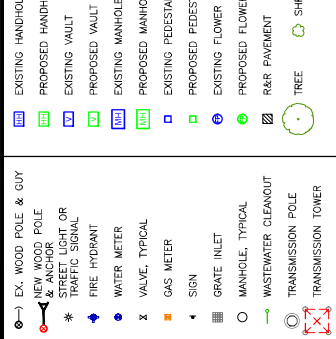
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



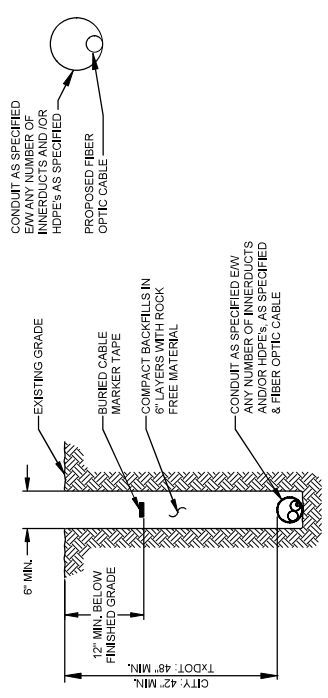
COMMON SYMBOL LEGEND



TYPICAL DETAILS

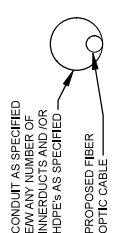
TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

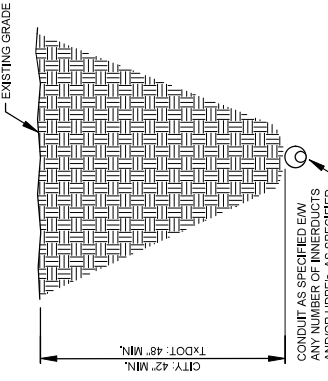
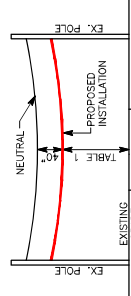


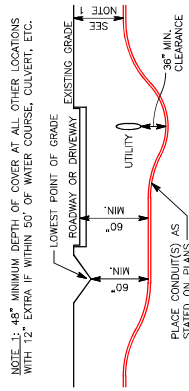
TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE

REFER TO MESC 232 FOR ADDITIONAL REQ.



DIRECTIONAL BORE - CROSSING DETAIL

WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332033.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
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SEC:	----		

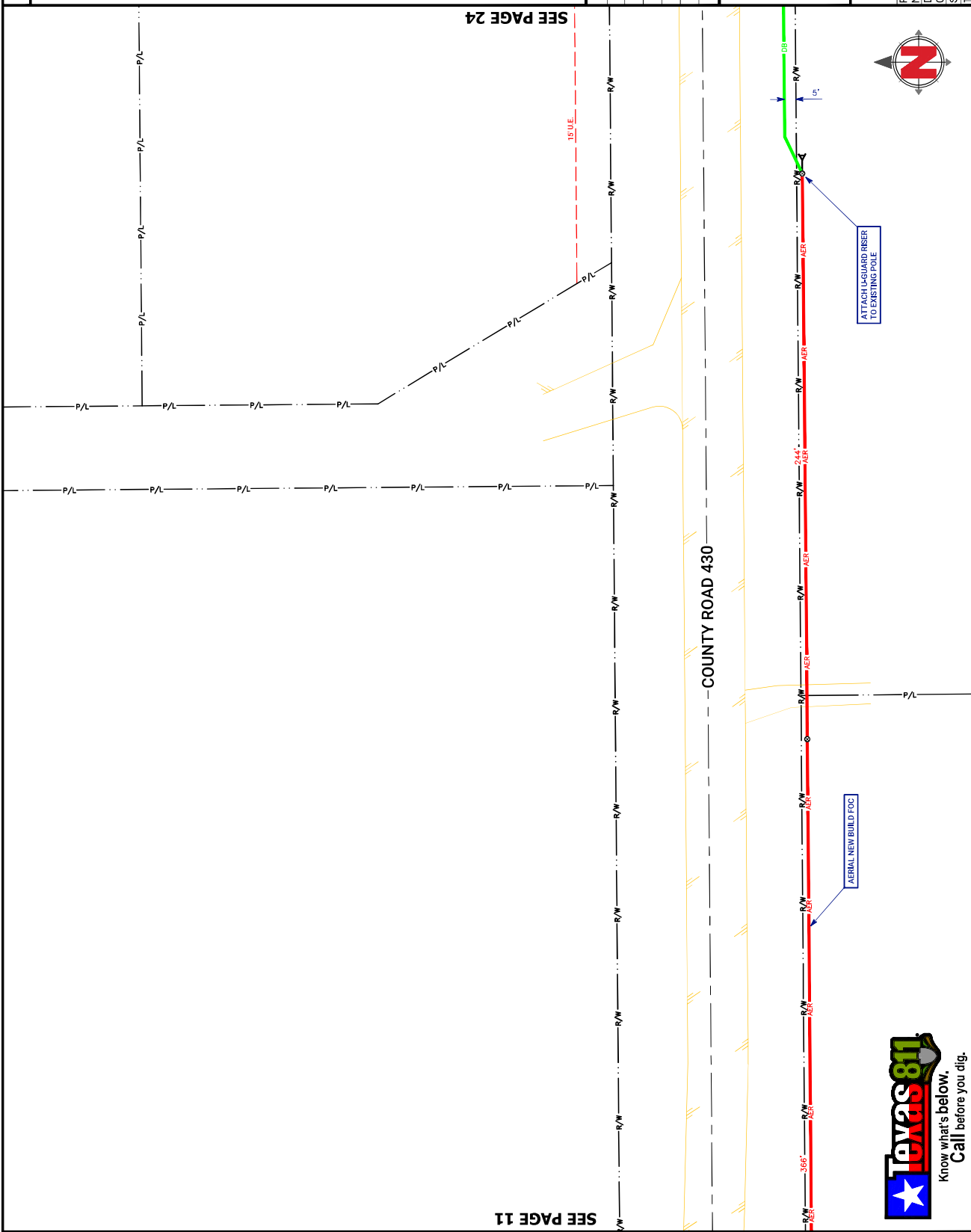
SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.



FIBER CONSTRUCTION			
JR TN FTTH 2025 H2001			
PROJECT	5323935	G.O. AREA	JORDANTON
NUMBER	5323935	EXCH. CODE	70428
DRAWN DATE	02.07.2025	ENGR	Apex Civil Solutions
SCALE	1:40	PHONE	945.245.APEX
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		PAGE	23 OF 38
		SEC	----



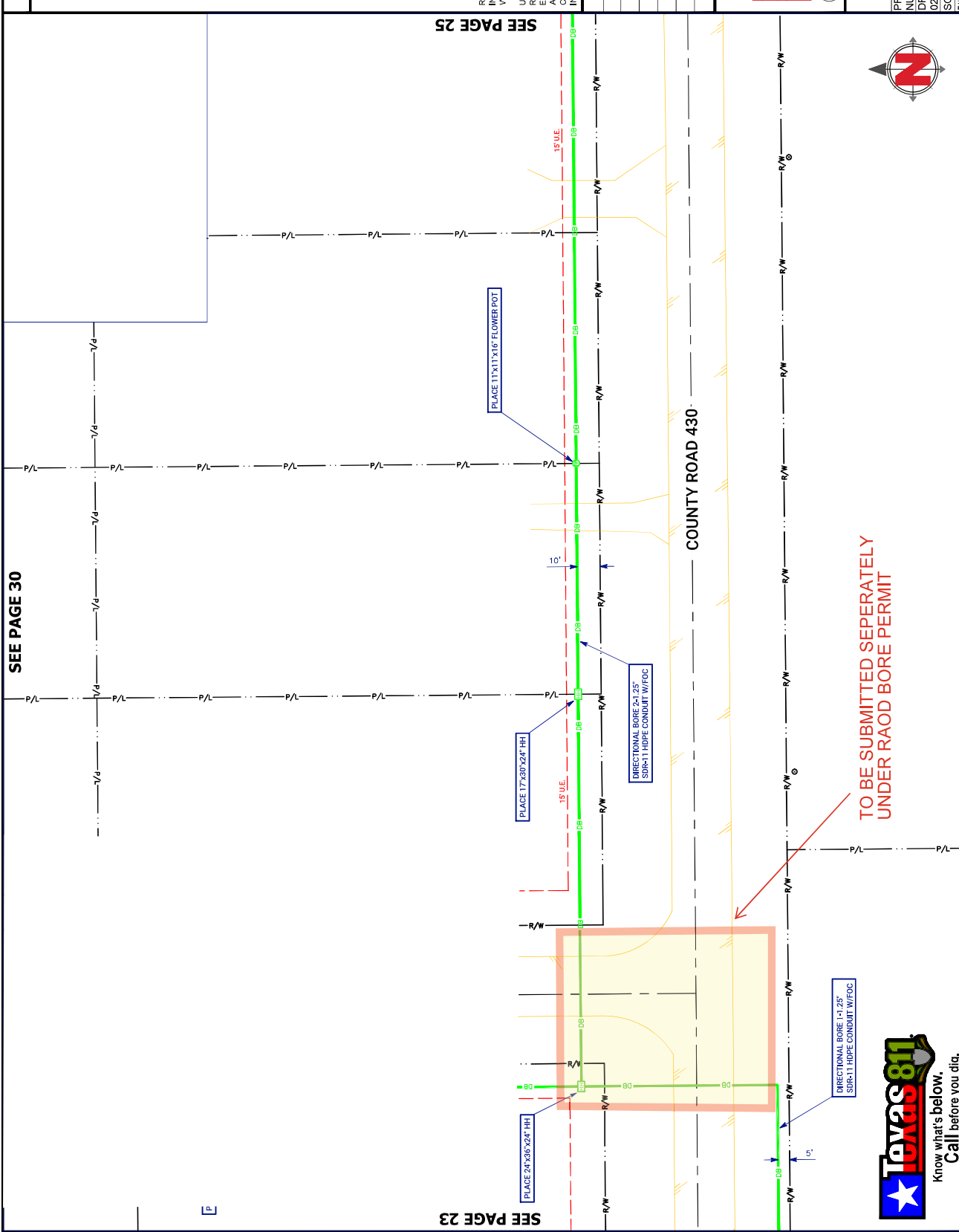

Know what's below.
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SPECIAL NOTES

SEE PAGE 30

SEE PAGE 23

SEE PAGE 25



TO BE SUBMITTED SEPERATELY
UNDER RAOD BORE PERMIT



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REVISIONS	



FIBER CONSTRUCTION	
JRTN FTTH 2025 H2001	
PROJECT NUMBER: 5323935	I.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGINEER: Apex Civil Solutions	CNTY: ATASCOSA
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 04
SCALE: 1"=40'	TAX DISTRICT: ---
THIS SHEET: ---	PAGE: 24 OF 38
RWG: ---	SEC: ---

SPECIAL NOTES

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REVISIONS

NO.	DESCRIPTION	DATE

FIBER CONSTRUCTION

JRTN FTTH 2025 H2001

PROJECT: 5323935

NUMBER: 5323935

DRAWN DATE: 02.07.2025

SCALE: 1:40

THIS SET: 1

G.O. AREA: JORDANTON

EXCH. CODE: 70428

ENGR: Apex Civil Solutions

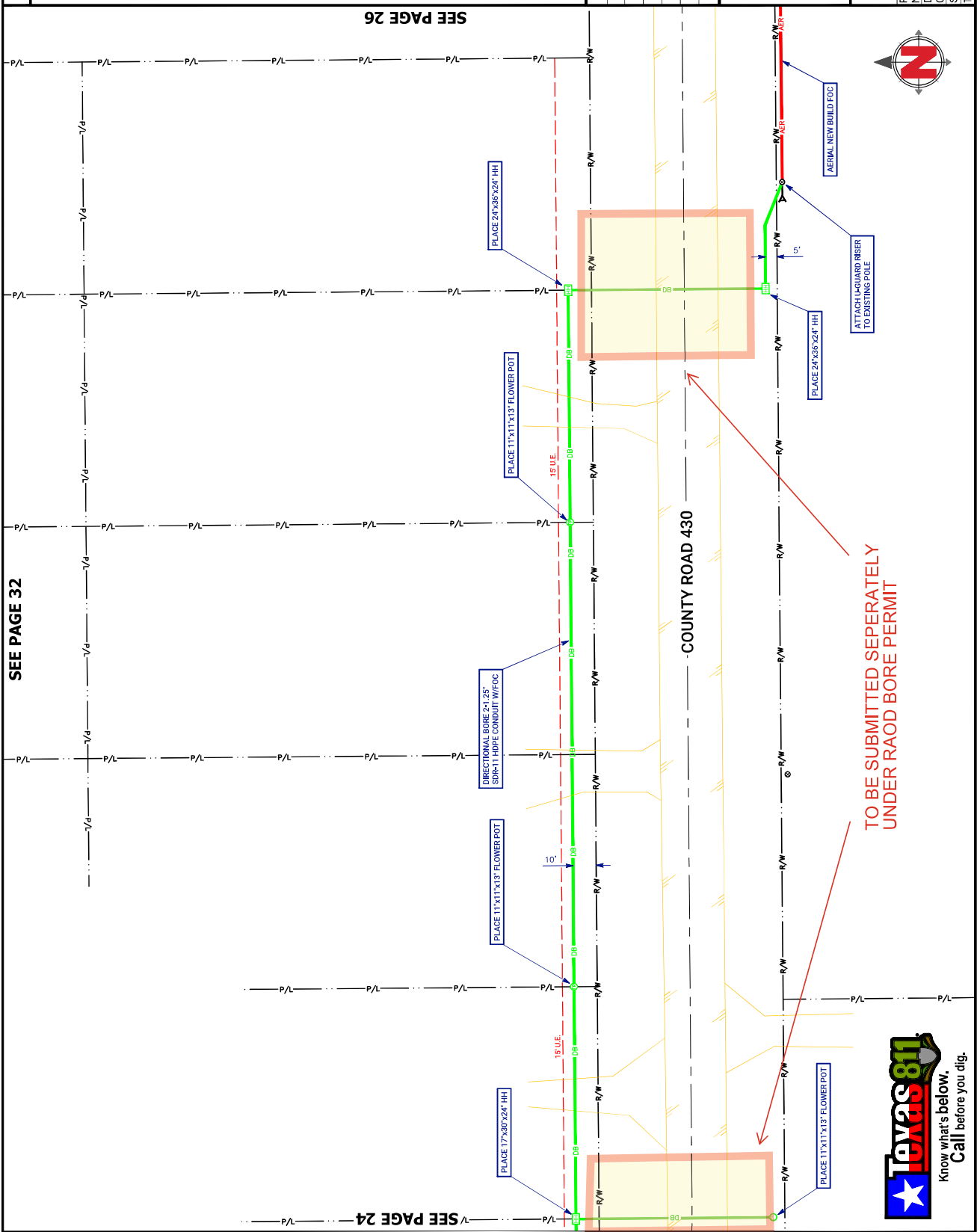
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TAX DISTRICT: ---

RNG: ---

SEC: ---

PAGE: 25 OF 38



Know what's below.
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SPECIAL NOTES

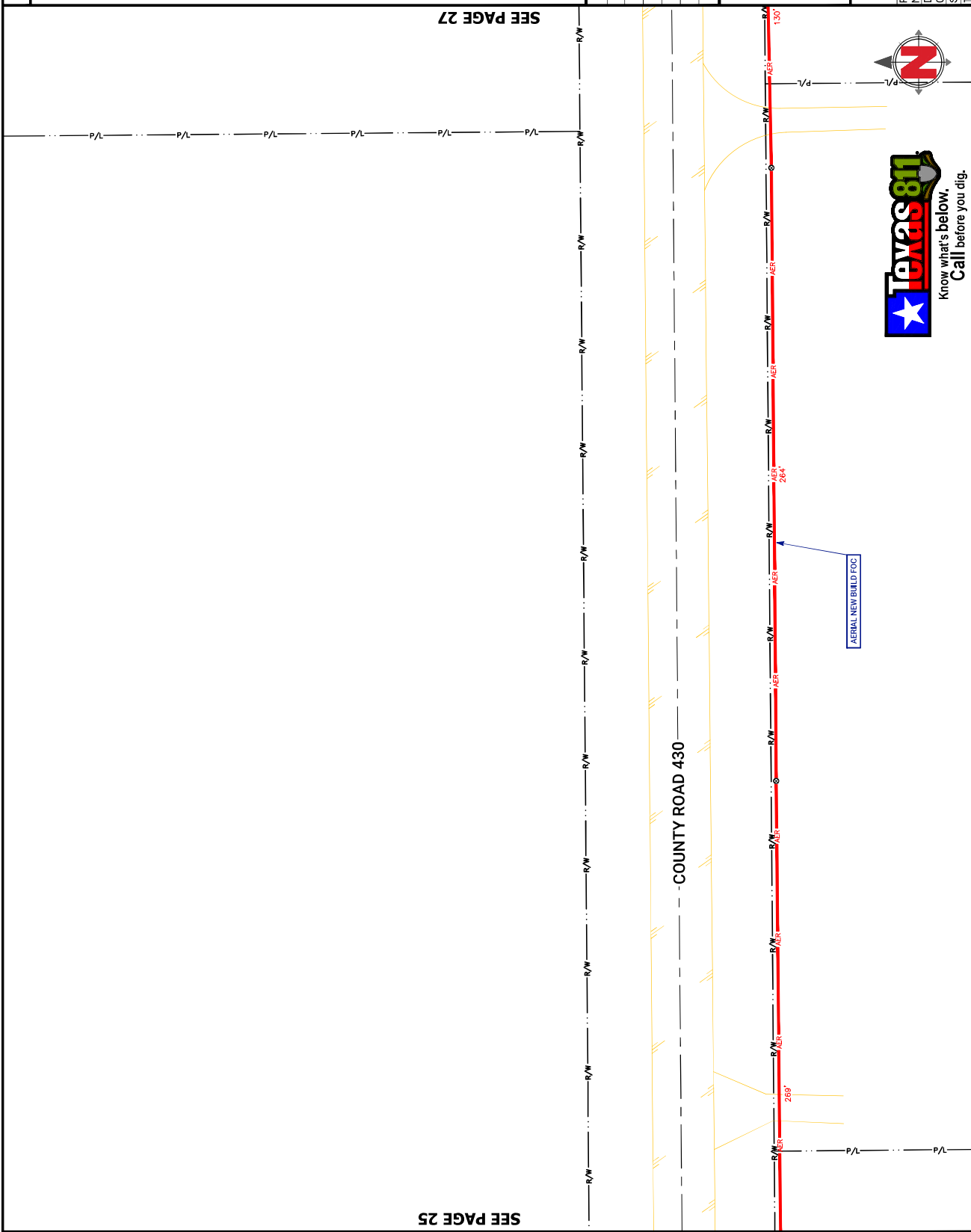
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FIBER CONSTRUCTION	
JR TN FTTH 2025 H2001	
PROJECT	53293935
I.O. AREA	JORDANTON
EXCH. CODE	70428
DRAWN DATE	02.07.2025
ENGR	Apex Civil Solutions
CNTY	ATASCOSA
PHONE	945.245.APEX
TAX DISTRICT	----
SCALE	1:40
PAGE	26 OF 38
THISSP	---
RNG	----
SEC	----



SEE PAGE 25

SEE PAGE 27

SPECIAL NOTES

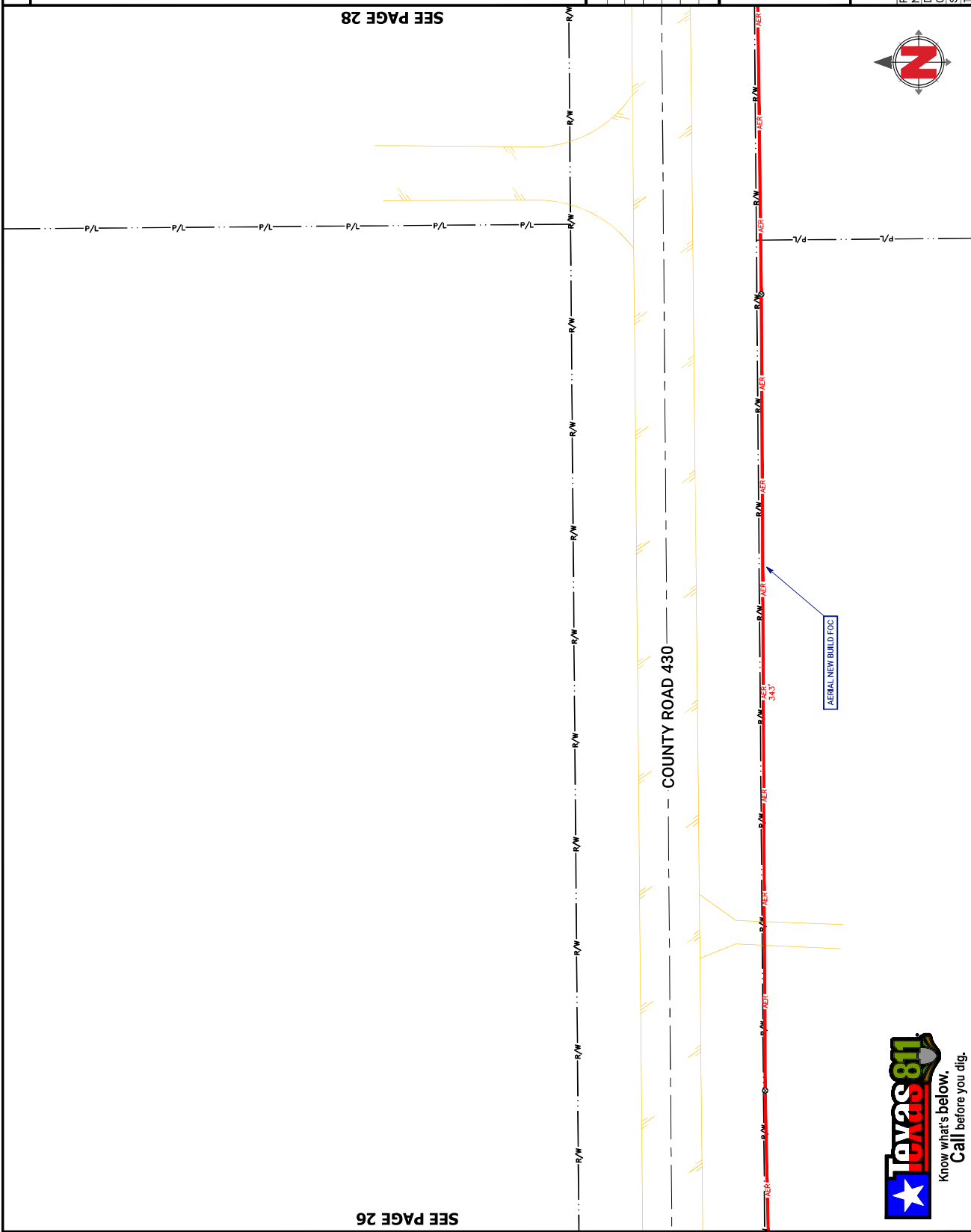
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JRTN FTTH 2025 H2001	
PROJECT NUMBER: 5323935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGINEER: Apex Civil Solutions	CNTY: ATASCOSA
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 38
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THIS SHEET: ---	RNG: ---
SEC: ---	





Know what's below.
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SPECIAL NOTES

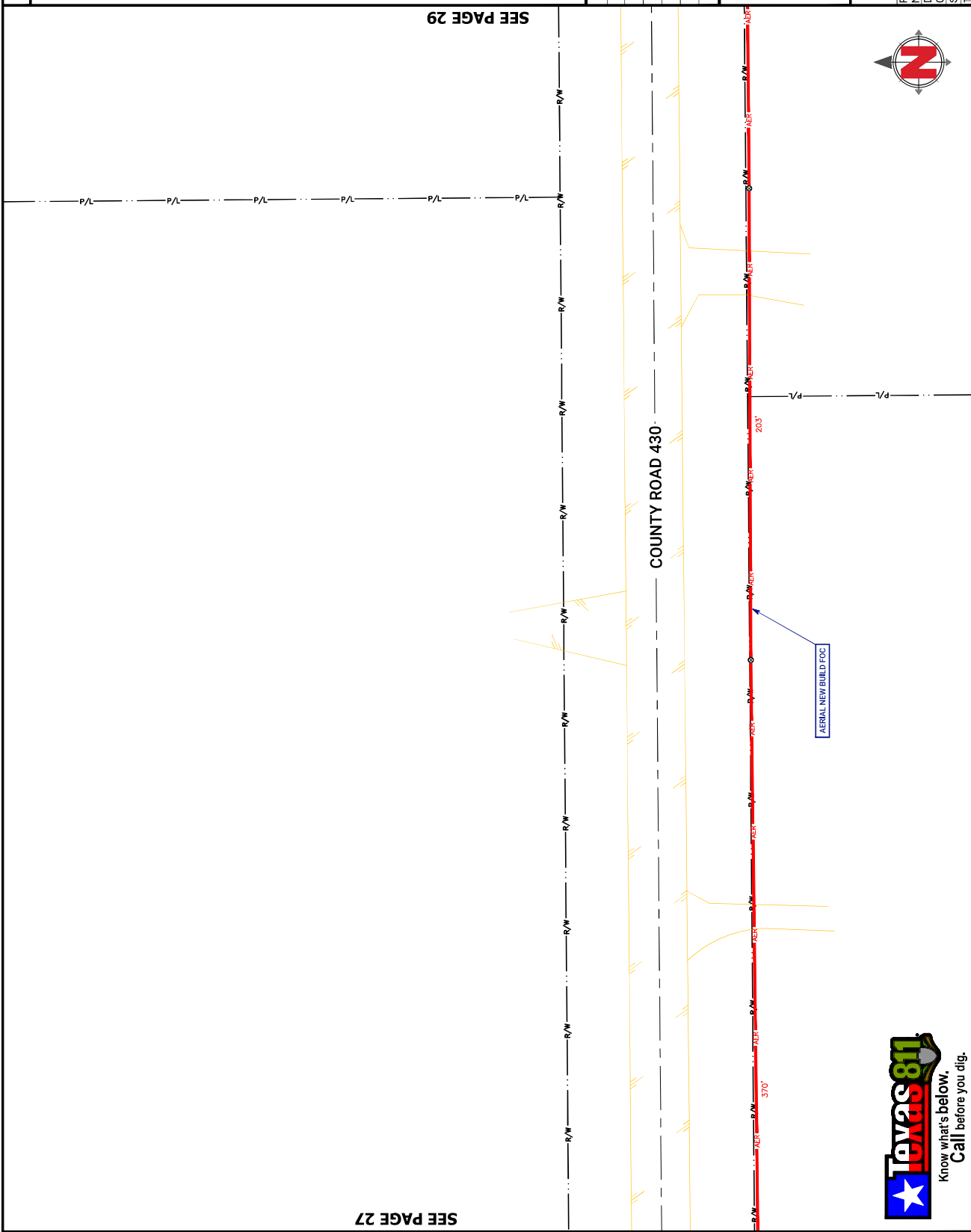
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DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
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PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 38
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SEC: ---	---



SPECIAL NOTES

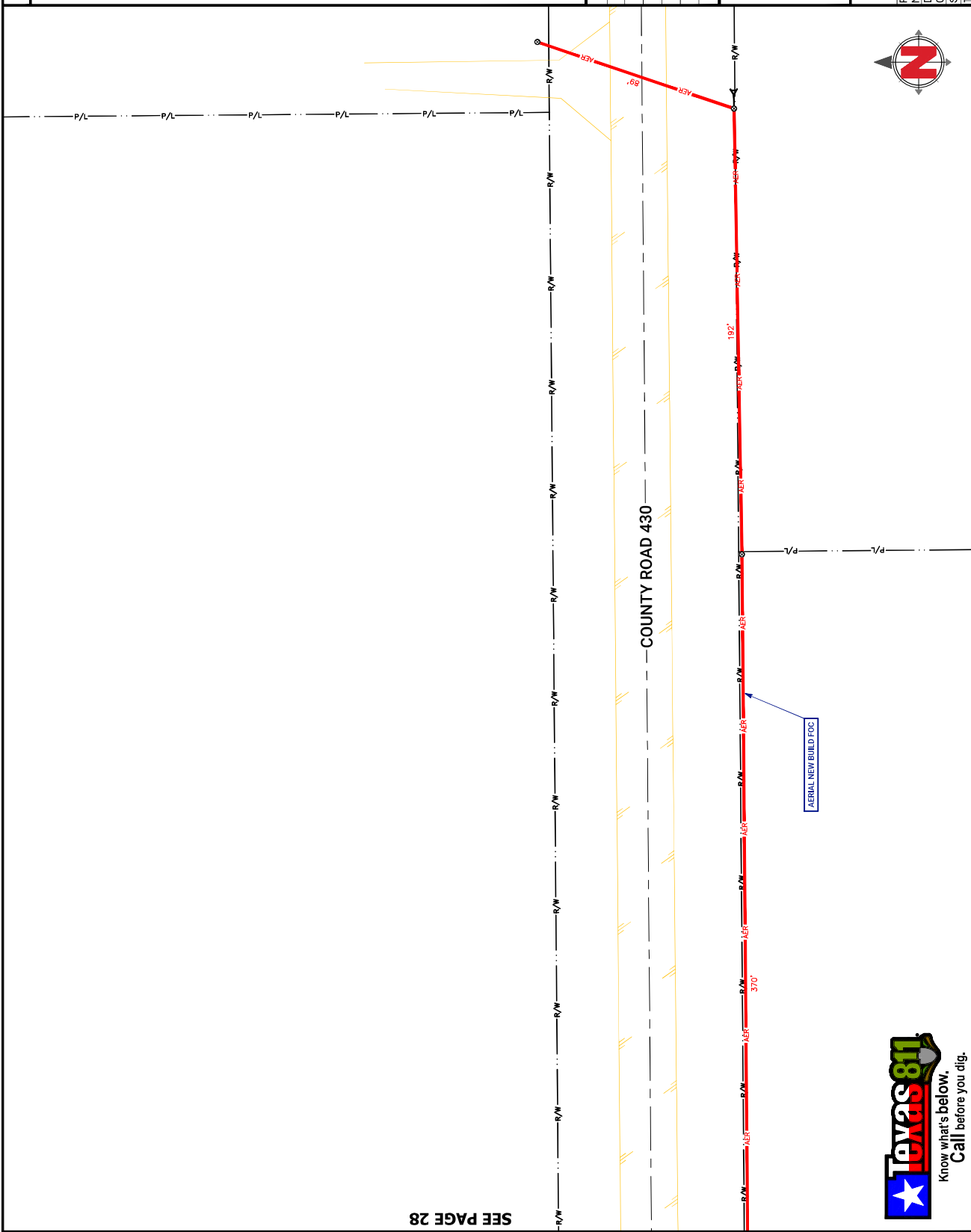
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JRTN FTTH 2025 H2001			
PROJECT NUMBER:	5323935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
THIS SET:	1 OF 38	TAX DISTRICT:	----
		RNG:	----
		SEC:	----



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

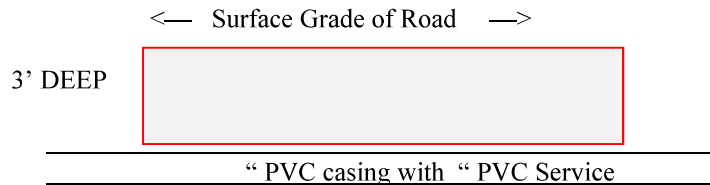
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore and aerial self-overlash
line within the right-of-way of CR 438 in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.96/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

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12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC_____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway CR 438
Beg. RM _____ Offset _____ End RM _____
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

Eliseo Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

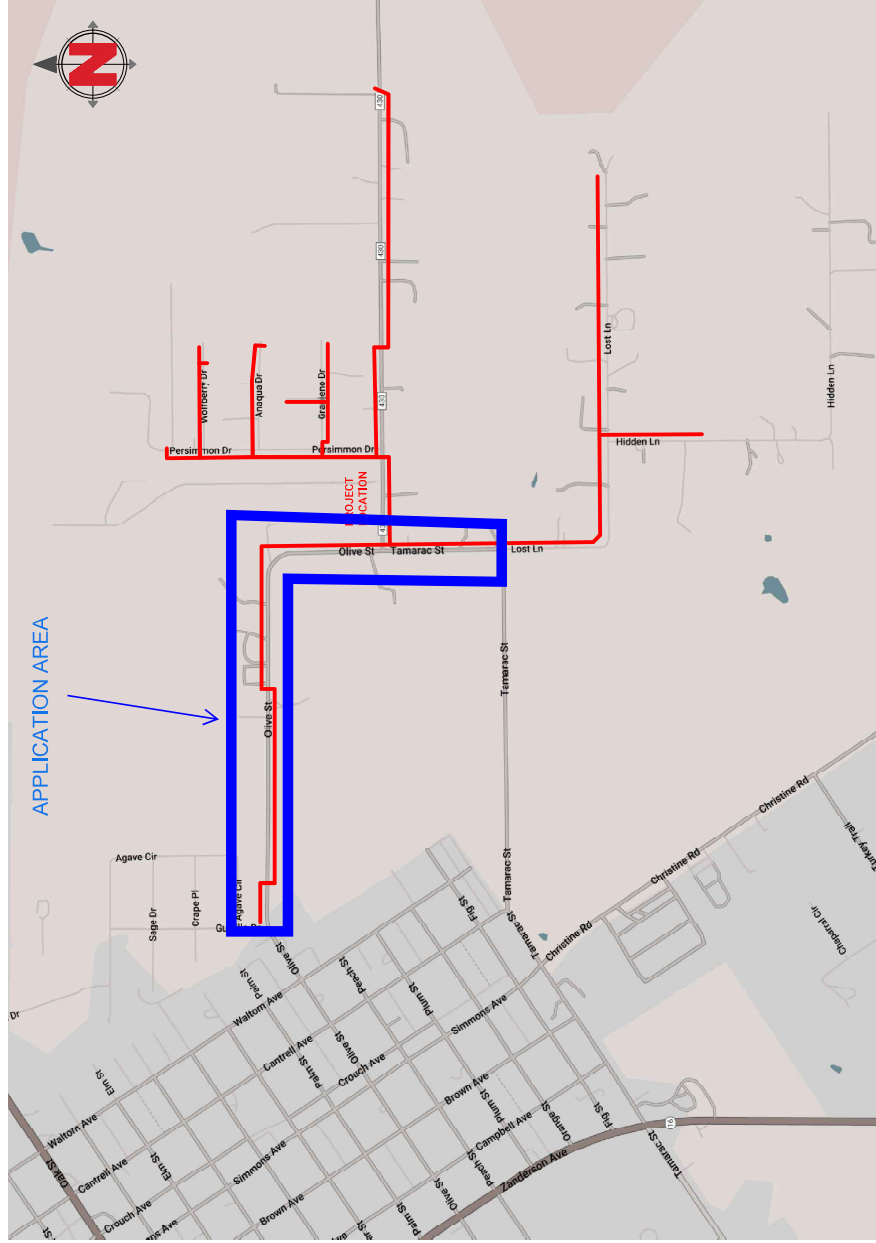
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	8,165 FT
DIR. BORE + CONDUIT	FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & R SIDEWALK	SF
R & R PAVEMENT	SF
AERIAL: OVERLASH	FT
AERIAL: NEW BUILD	12,233 FT
AERIAL: DROP	FT
AERIAL: OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

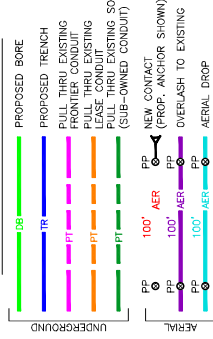


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

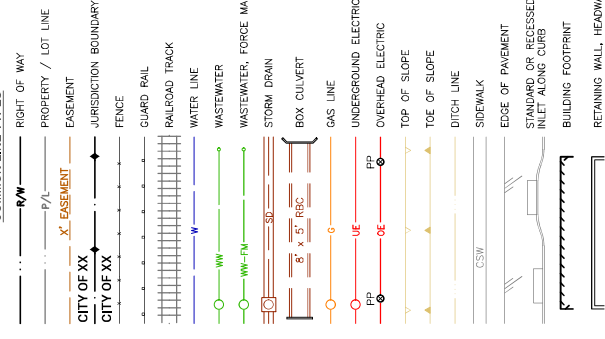
PROJECT: 5323935
I.O. AREA: JORDANTON
NUMBER: EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Apex Civil Solutions
GNTY: ATASCOSA
PHONE: 945.245.APEX
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1:40
TAX DISTRICT: ---
PAGE: 01 OF 38
THISSP: ---
RING: ---
SEC: ---

OSP LINE & UTILITY LEGEND

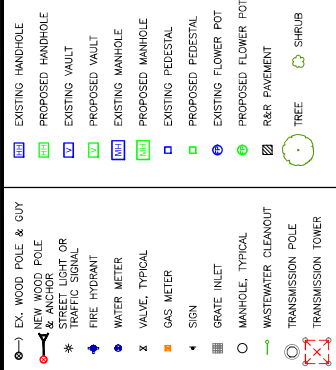
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



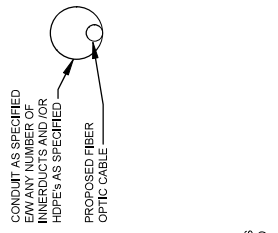
COMMON SYMBOL LEGEND



TYPICAL DETAILS

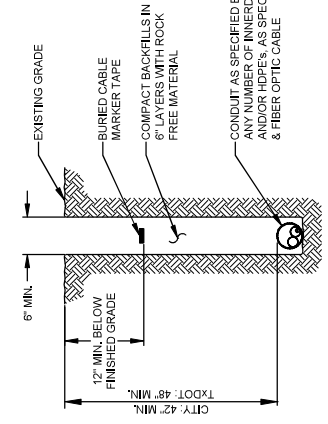
TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

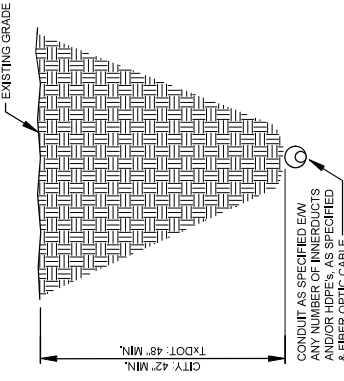
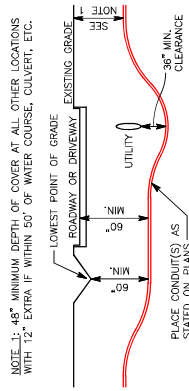
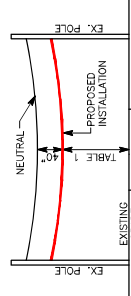


TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE

REFER TO MESC 232 FOR ADDITIONAL REQ.

DIRECTIONAL BORE - CROSSING DETAIL

WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

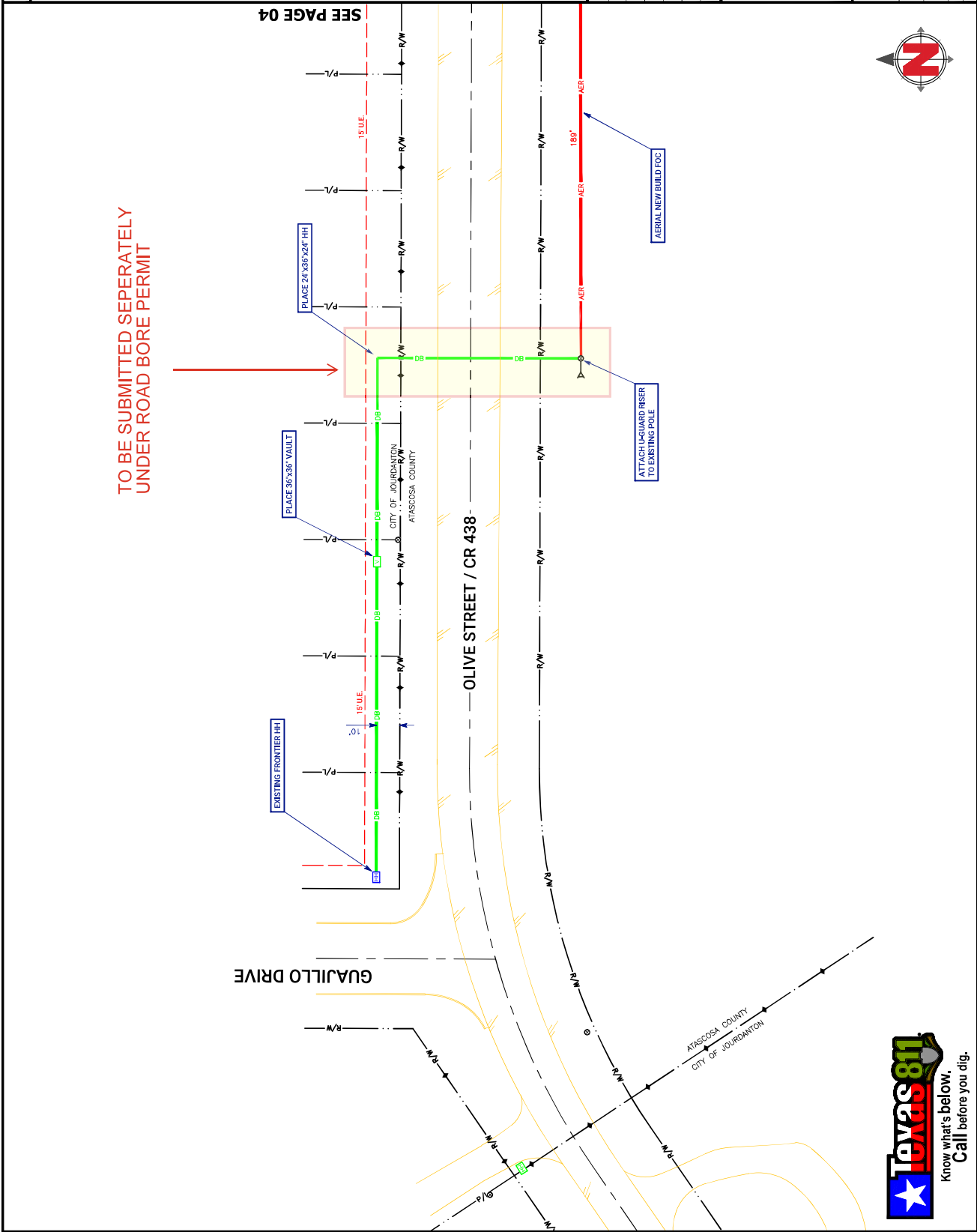
1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332035.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
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SEC:	----		

[illegible][illegible]

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

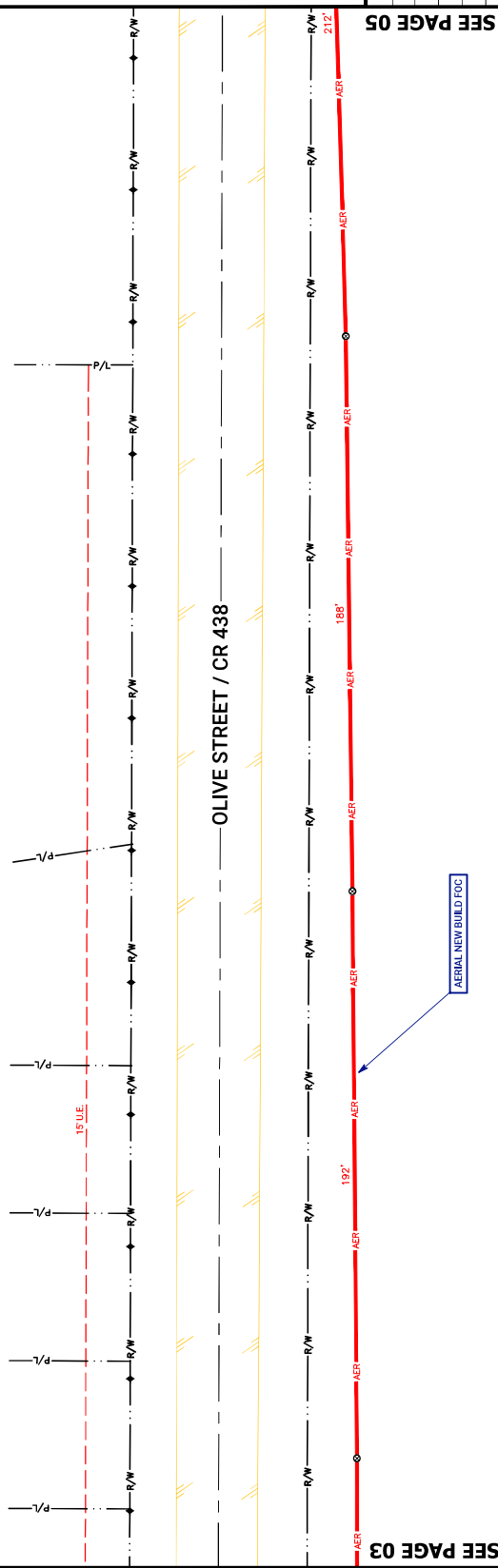
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5323935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
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		PAGE:	04 OF 38
		SEC:	----



SEE PAGE 03

SEE PAGE 05

SPECIAL NOTES

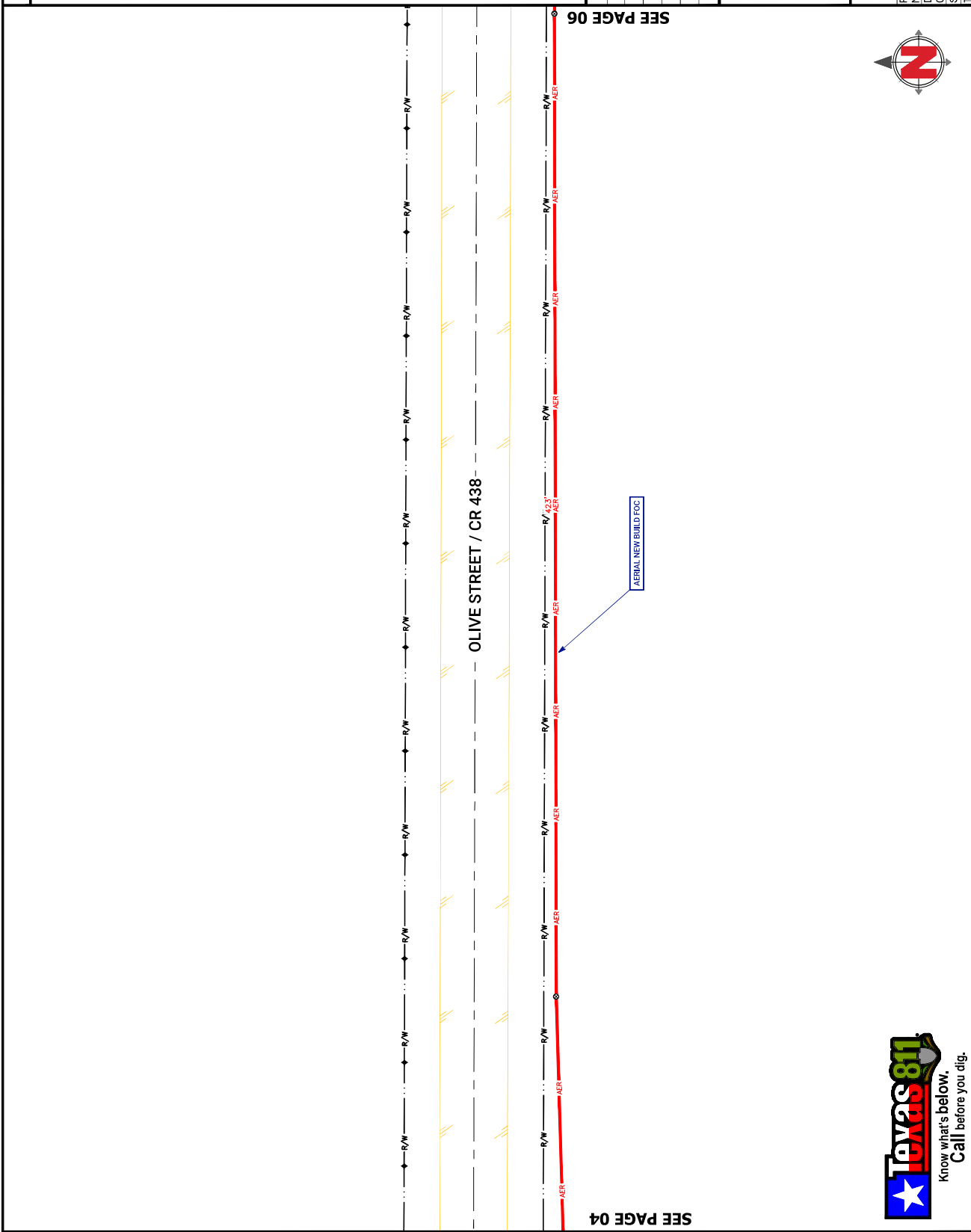
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REVISIONS	



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JR TN FTTH 2025 H2001	
PROJECT NUMBER: 5323935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
PHONE: 945.245.APEX	ENTY: ATASCOSA
TAX DISTRICT: ---	FILE: 333333.0m Sheet-02.dwg
SCALE: 1:40	PAGE: 05 OF 38
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SEC: ---	



SPECIAL NOTES

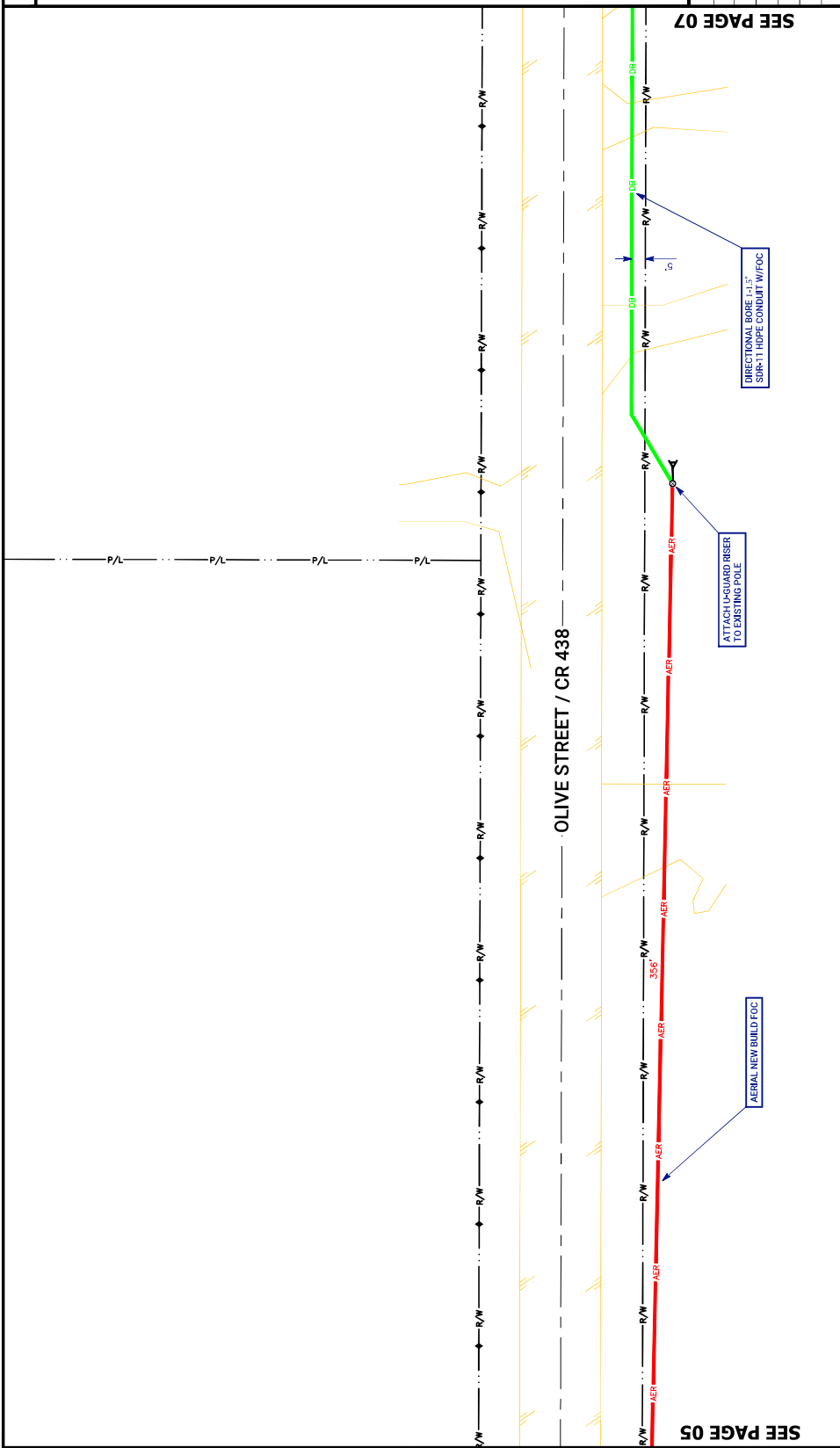
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REVISIONS



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PROJECT NUMBER: 5323935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 05 of 38
SCALE: 1:40	TAX DISTRICT: ---
THIS SHEET: ---	RNG: ---
SEC: ---	



SEE PAGE 07

SPECIAL NOTES

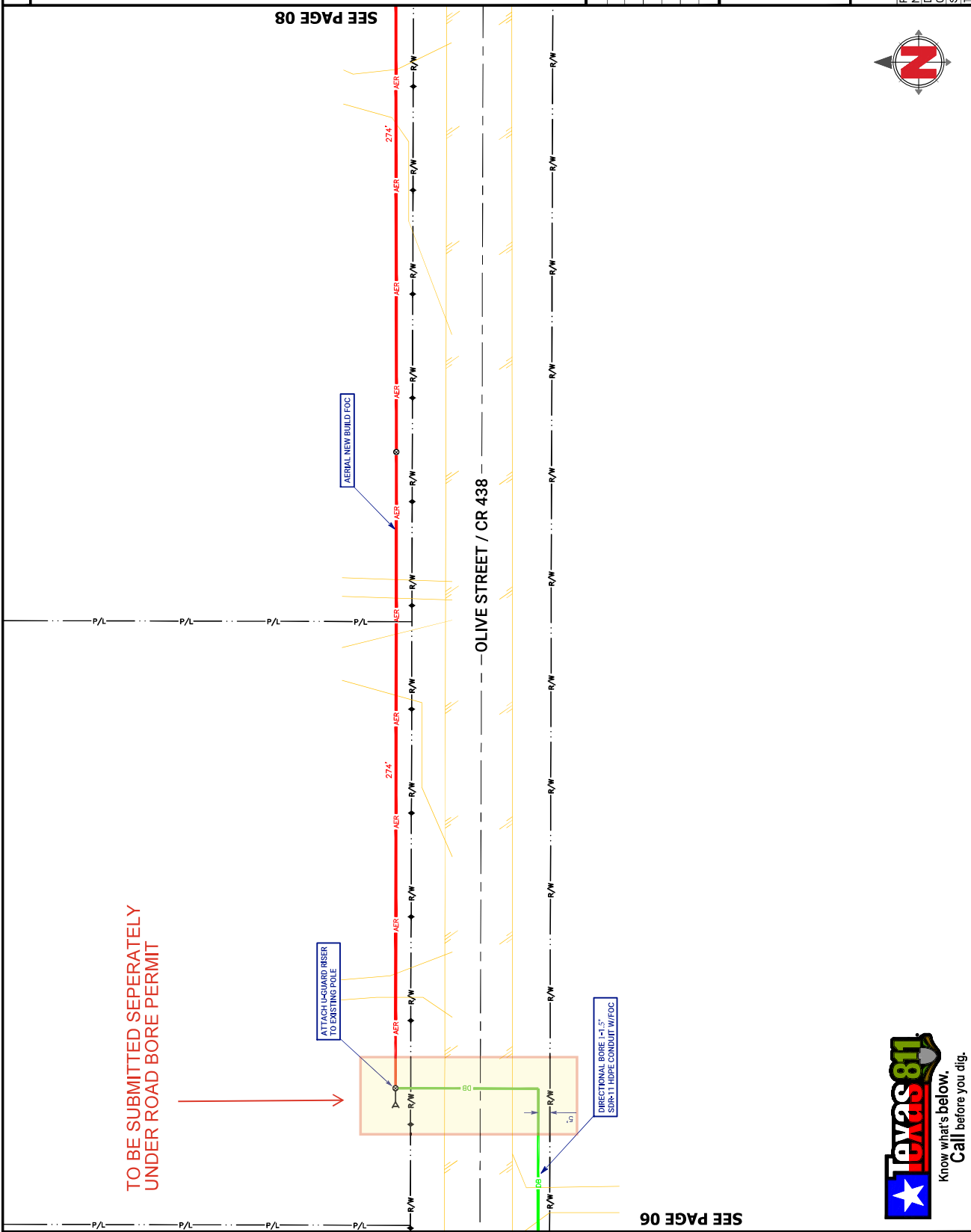
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SCALE:	1:40	PHONE:	945.245.APEX
THISSP:	---	TAX DISTRICT:	---
		PAGE:	07 OF 38
		SEC:	---



TO BE SUBMITTED SEPERATELY
UNDER ROAD BORE PERMIT

SEE PAGE 08

SEE PAGE 06



SPECIAL NOTES

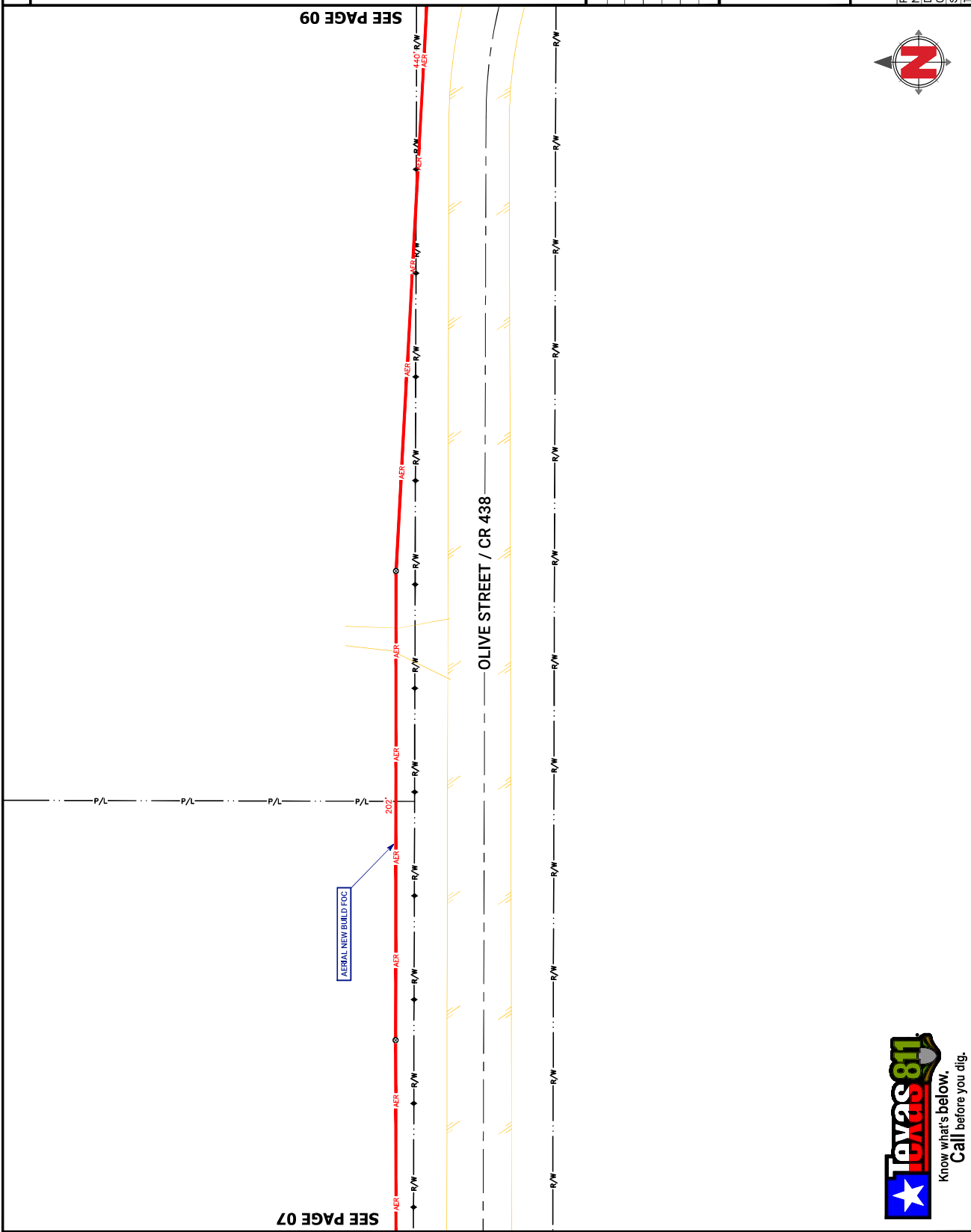
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DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
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OF:	38	SEC:	----



SEE PAGE 07

SEE PAGE 09



SPECIAL NOTES

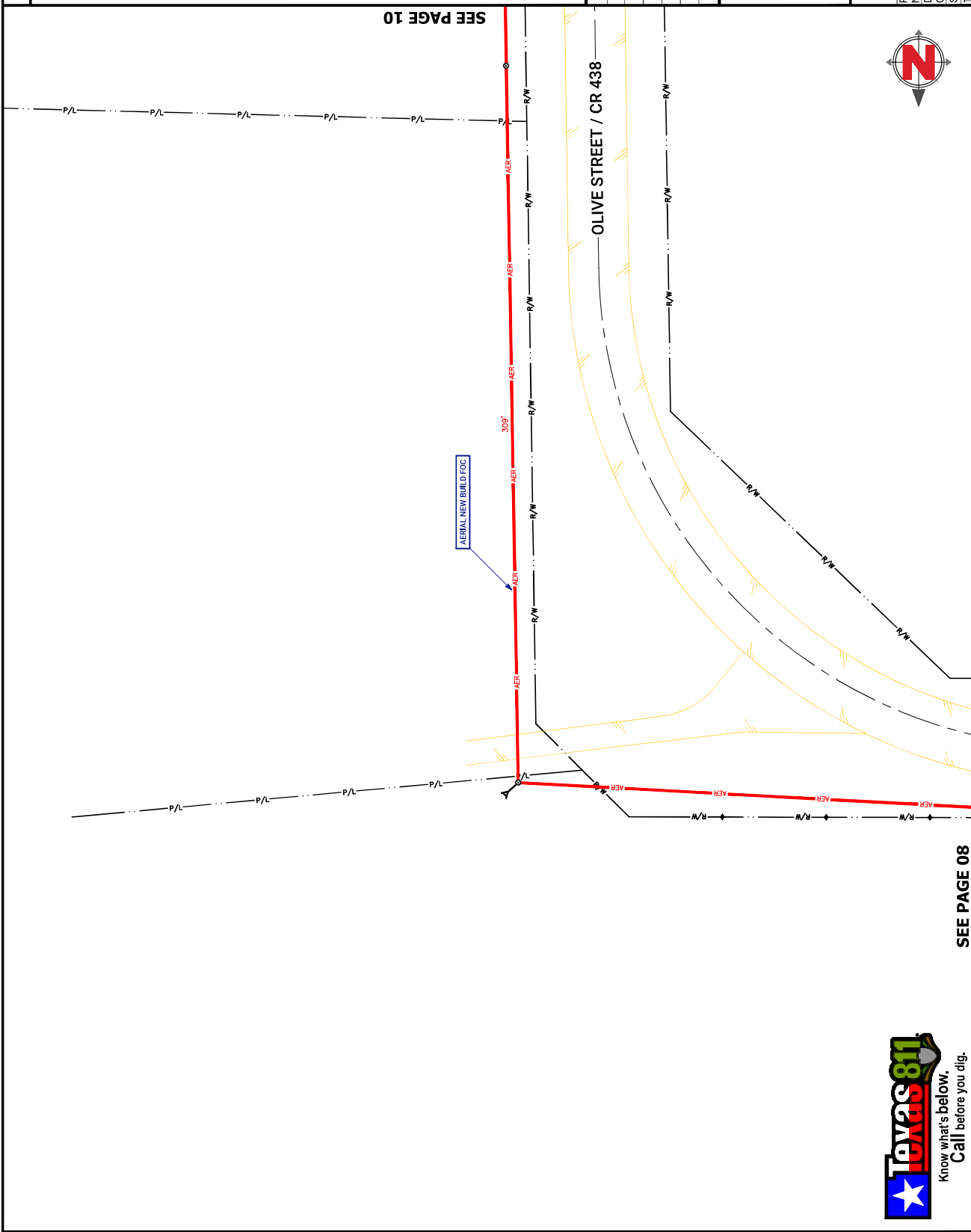
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REVISIONS	



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DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
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TAX DISTRICT:	----	FILE:	333333 01a Sheet 02 of 38
THIS SHEET:	---	PAGE:	09 OF 38
RNG:	----	SEC:	----



SEE PAGE 08

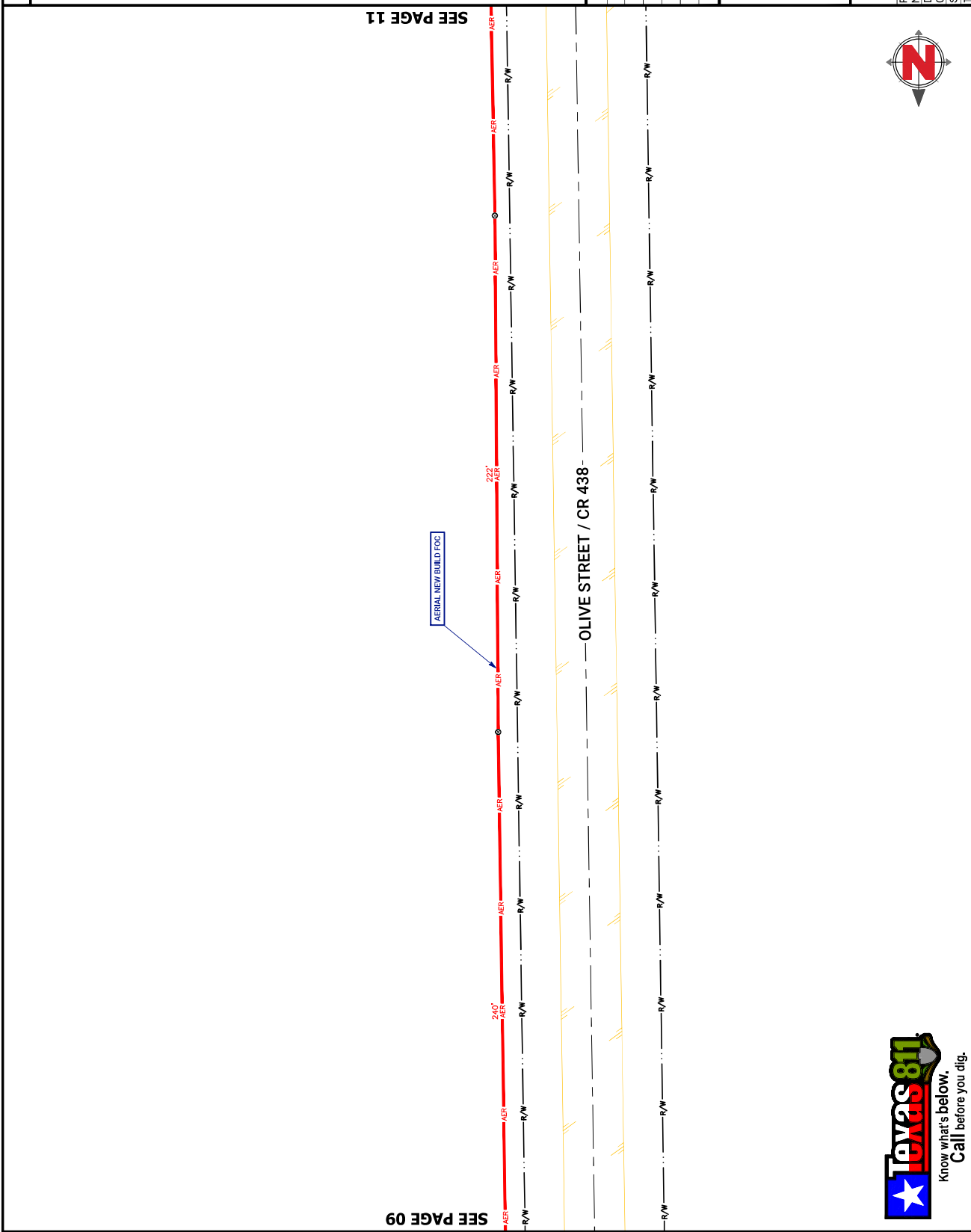
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JRTN FTTH 2025 H2001			
PROJECT	5323935	G.O. AREA: JORDANTON	
NUMBER:		EXCH. CODE: 70428	
DRAWN DATE:	ENGR: Apex Civil Solutions	GNTY: ATASCOSA	
02.07.2025	PHONE: 945.245.APEX	FILE: 333333 01a Sheet 02 of 38	
SCALE: 1:40	TAX DISTRICT: ---	PAGE: 10 OF 38	
THIS SET ---	RNG: ---	SEC: ---	



SEE PAGE 09

SEE PAGE 11

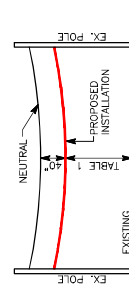
SEE PAGE 23

SEE PAGE 12

SEE PAGE 10

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, AND BOUNDARY SURVEY OR PROPERTY SURVEY LIKE THE ONE ESTABLISHED BY FRONTIER COMMUNICATIONS.

REVISIONS



MINIMUM AERIAL CLEARANCE
REFER TO NESC 232 FOR ADDITIONAL REQ.

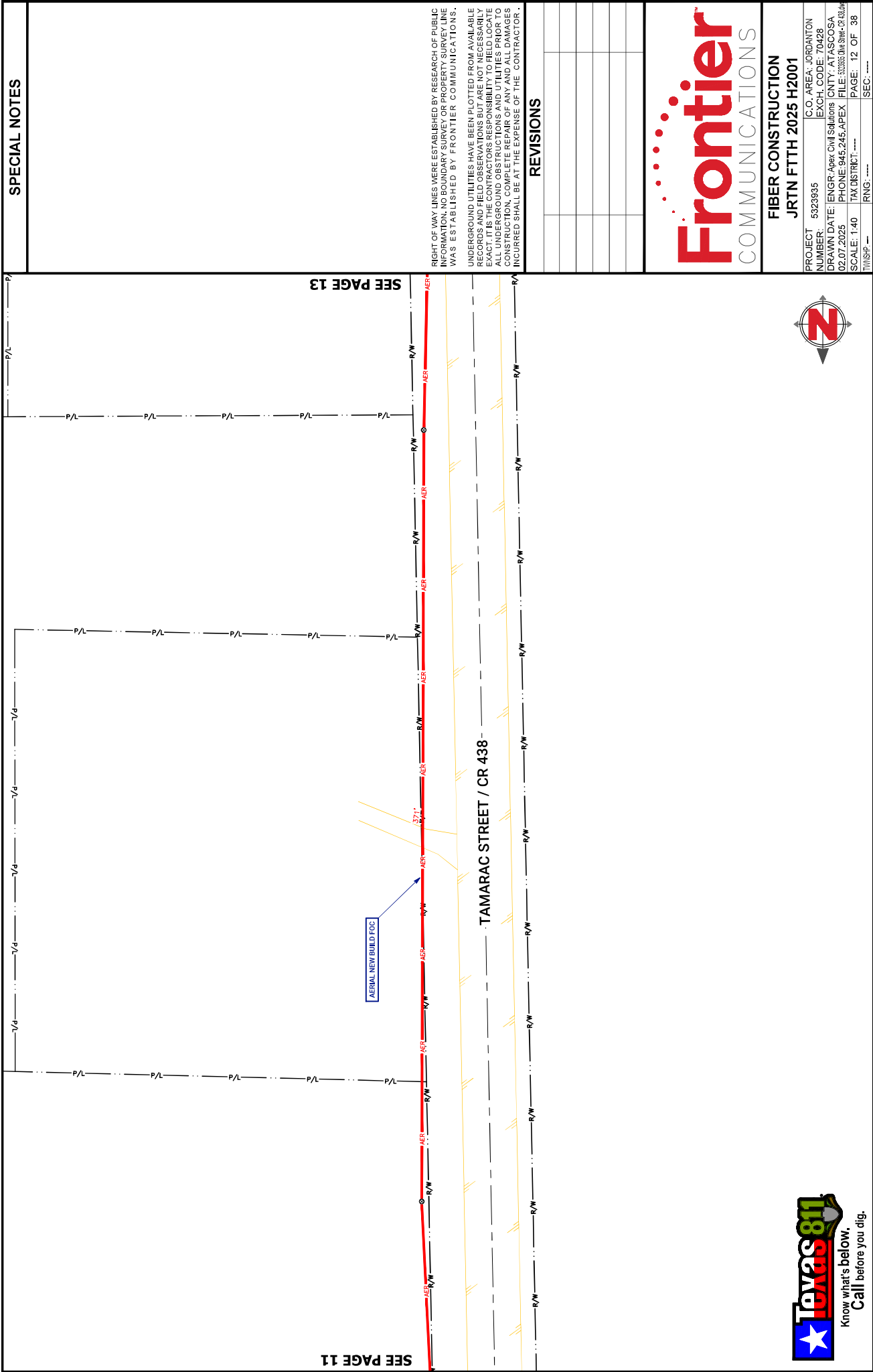


Know what's below.
Call before you dig.



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5323935	C.O. AREA: JORDANTON
DRAWN DATE:	ENGR: Apex Civil Solutions 20.07.2025	EXCH. CODE: 70428
SCALE: 1:40	PHONE: 945.245.APEX	CNTY: AT:ASCOSA
TAX DISTRICT: ---	PAGE: 5323935 Of Sheet: 02 Of 04	FILE: 5323935.dwg
RNG: ---	TAX DISTRICT: ---	FILE: 11 OF 38
TWISP: ---	SEC: ---	



SPECIAL NOTES

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FIBER CONSTRUCTION			
JR TN FTTH 2025 H2001			
PROJECT NUMBER:	5323935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
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SPECIAL NOTES

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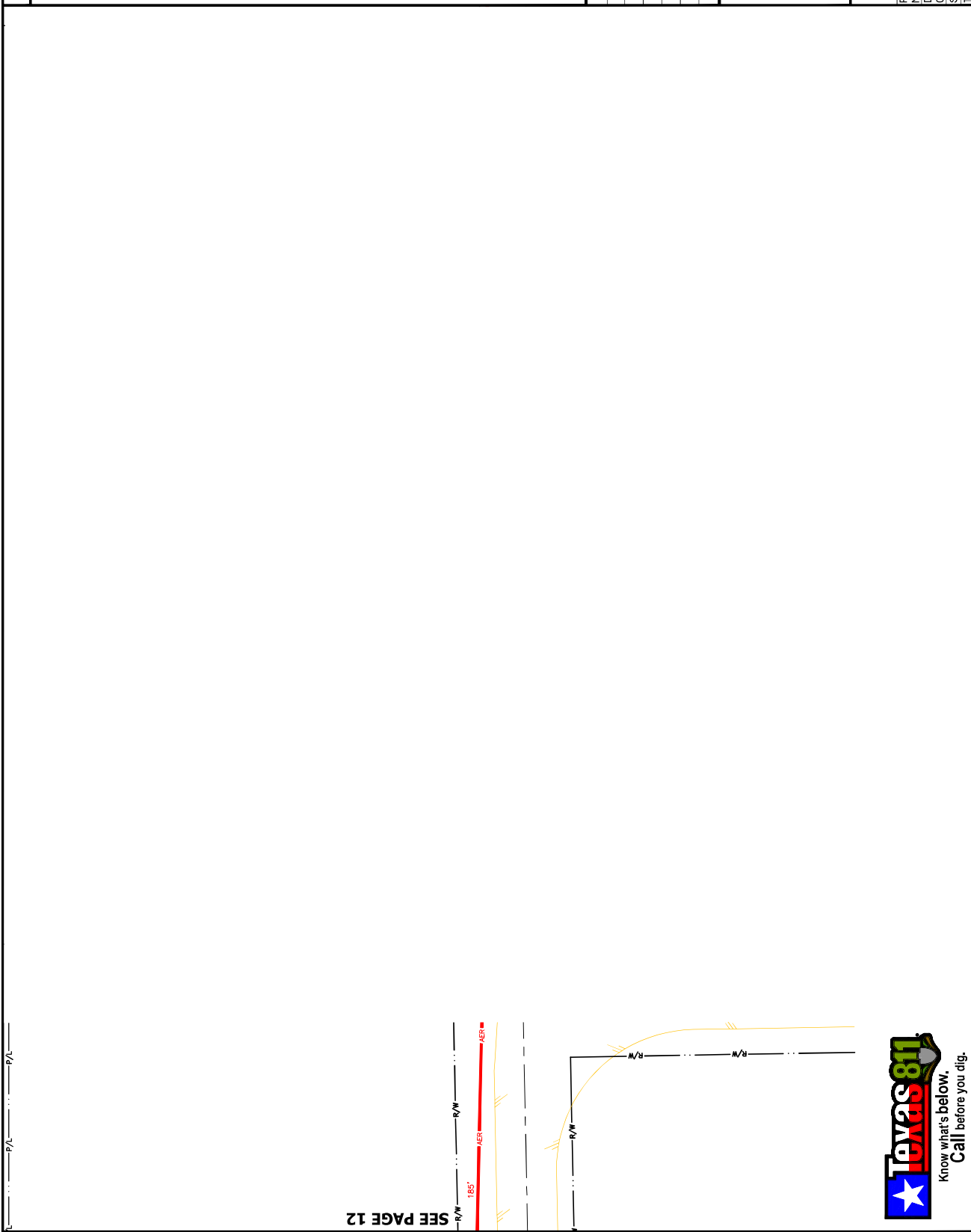
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REVISIONS	



FIBER CONSTRUCTION
JR TN FTTH 2025 H2001

PROJECT NUMBER:	5323935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
THIS SET	13	TAX DISTRICT:	----
	OF	PAGE:	38
		SEC:	----



SEE PAGE 12



Know what's below.
Call before you dig.

Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

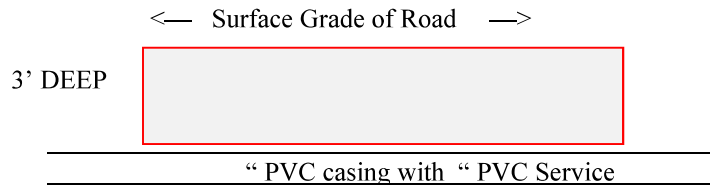
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore
line within the right-of-way of Granjeno Dr in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.15/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission: _____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

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Will be submitted when received _____. (Check One)

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OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

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A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Granjeno Dr
Beg. RM Offset End RM Offset
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

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- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

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- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

George “Butch” Pawelek
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76 Yule Ave
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1625 FM 3175
Lytle, TX 78052

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Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

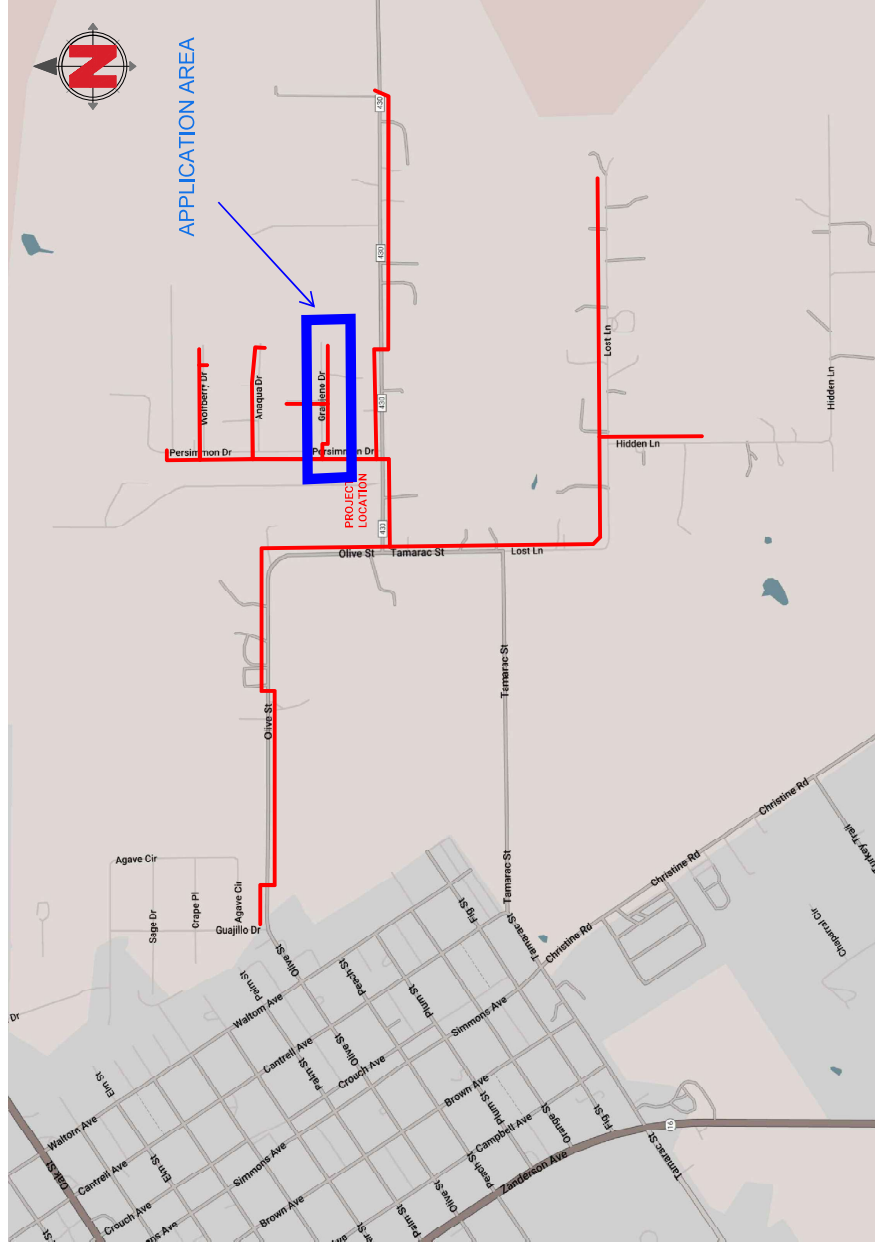
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

DESCRIPTION	QUANTITY	UNIT
TRENCH + CONDUIT	8,165	FT
DIR. BORE + CONDUIT		FT
DIR. BORE + CASING		FT
PULL THRU EX FRONTIER DUCT		FT
PULL THRU EX LEASE DUCT		FT
PULL THRU EX SOC		FT
PLACE VAULT	1	EA
PLACE HANDHOLE	29	EA
PLACE MANHOLE		EA
PLACE PEDESTAL		EA
PLACE FLOWER POT	16	EA
PLACE FIBER DIST. HUB (FDH)		EA
R & P SIDEWALK		SF
R & P PAVEMENT		SF
AERIAL: OVERLASH		FT
AERIAL: NEW BUILD	12,233	FT
AERIAL: DROP		FT
AERIAL: OVERHEAD GUY		EA
U-GUARD RISER ON POLE	6	EA
DOWN GUY + ANCHOR	12	EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

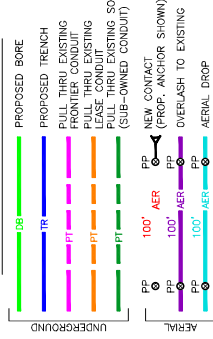


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

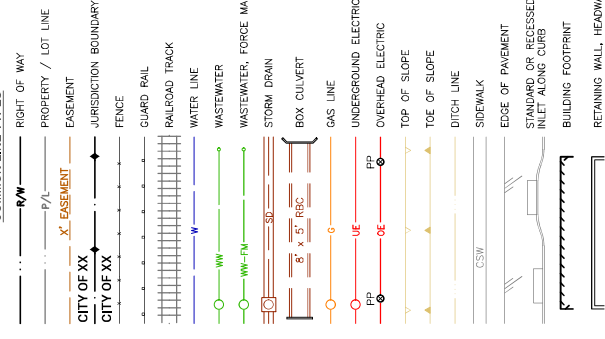
PROJECT: 5323935
I.O. AREA: JORDANTON
NUMBER: 5323935
EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Apex Civil Solutions
GNTY: ATASCOSA
PHONE: 945.245.APEX
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1/40
TAX DISTRICT: ----
PAGE: 01 OF 38
THISSP: --
RING: ----
SEC: ----

OSP LINE & UTILITY LEGEND

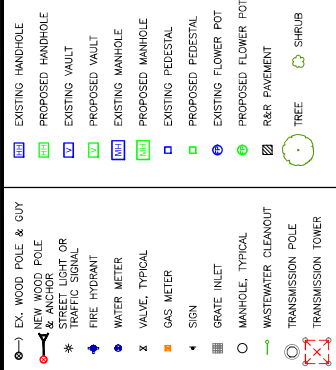
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



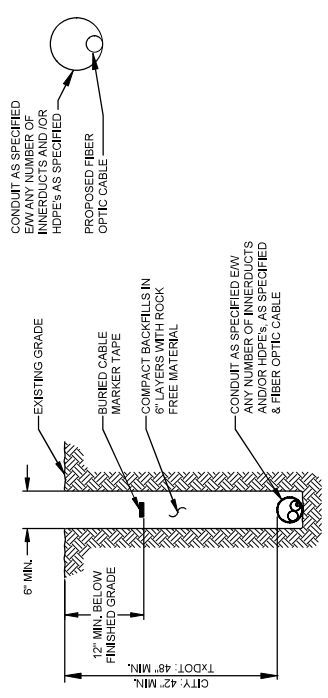
COMMON SYMBOL LEGEND



TYPICAL DETAILS

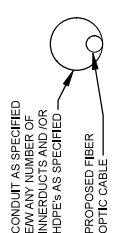
TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

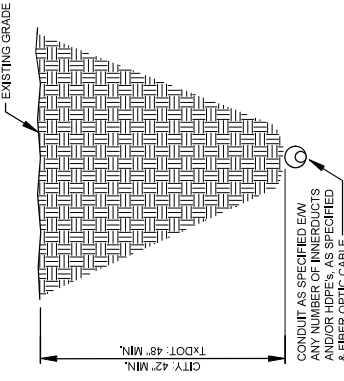
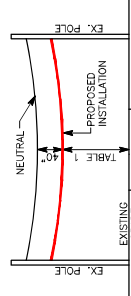


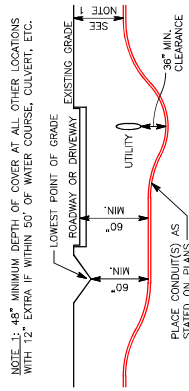
TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE

REFER TO MESC 232 FOR ADDITIONAL REQ.



DIRECTIONAL BORE - CROSSING DETAIL

WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

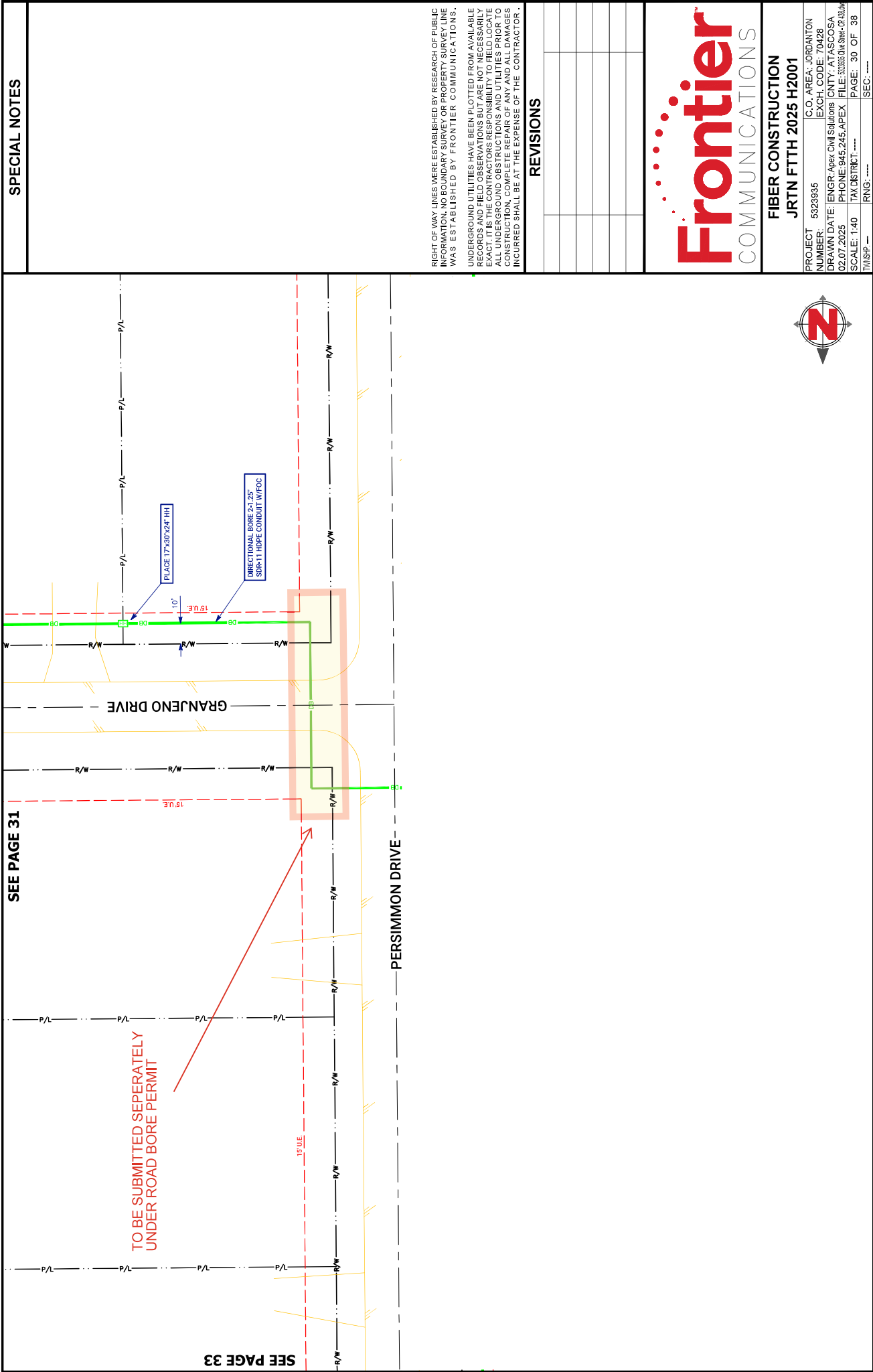
1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332035.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THISSP:	---	RNG:	----
SEC:	----		



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS	



FIBER CONSTRUCTION			
JR TN FTTH 2025 H2001			
PROJECT	5323935	I.O. AREA	JORDANTON
NUMBER	5323935	EXCH. CODE	70428
DRAWN DATE	02.07.2025	ENGR	Apex Civil Solutions
SCALE	1:40	PHONE	945.245.APEX
THIS SET	1:40	TAX DISTRICT	----
THICK	1:40	RNG	----
SEC	----		



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REVISIONS

Frontier

COMMUNICATIONS

FIBER CONSTRUCTION

JRTN FTTH 2025 H2001

PROJECT 5323935

I.O. AREA: JORDANTON

NUMBER: 70428

EXCH. CODE: 70428

DRAWN DATE: 02.07.2025

ENGR: Apex Civil Solutions

CNTY: ATASCOSA

PHONE: 945.245.APEX

FILE: 333333.Dwg Sheet 02 of 38

SCALE: 1:40

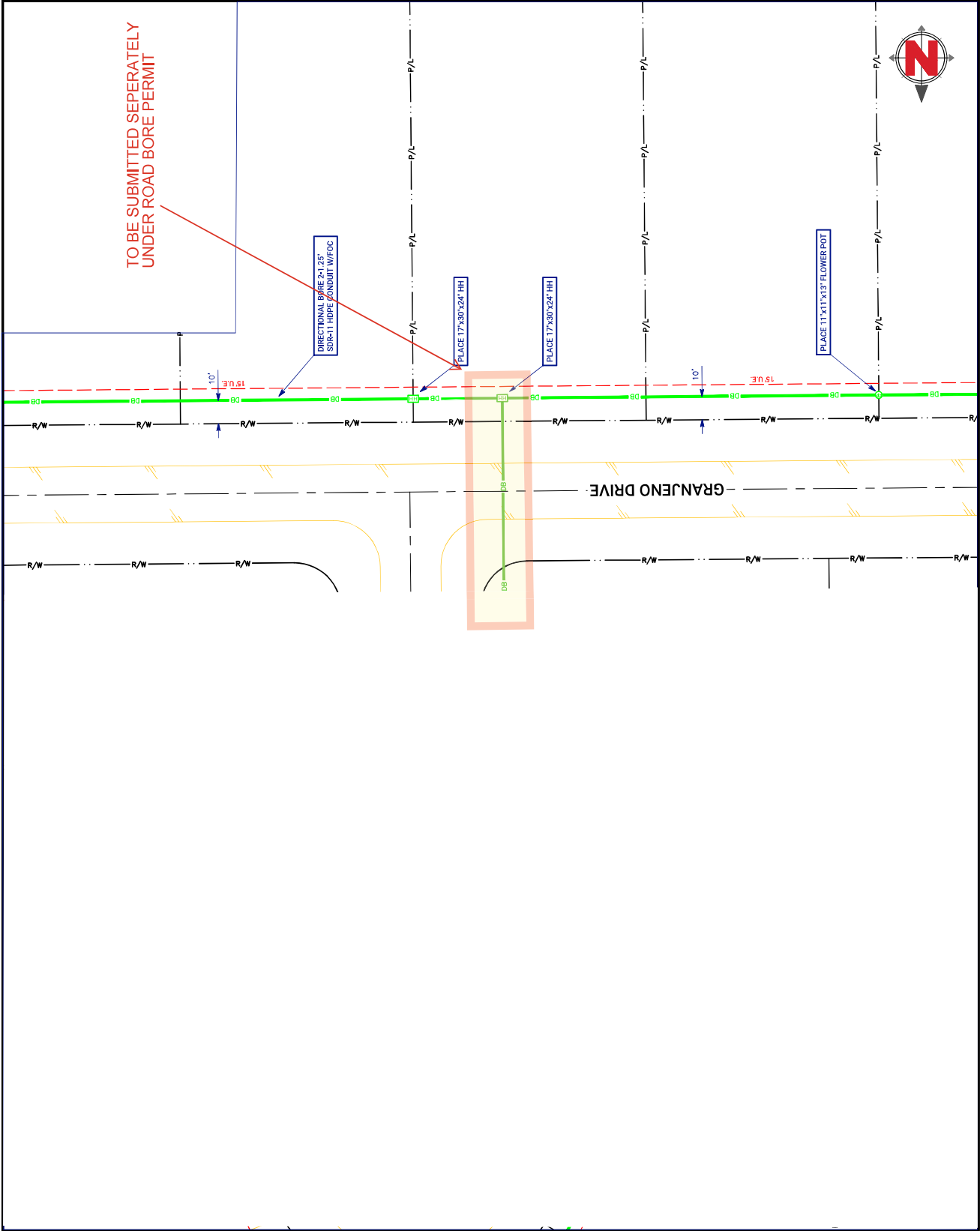
TAX DISTRICT: ---

PAGE: 31 OF 38

THISSP: ---

RNG: ---

SEC: ---



SPECIAL NOTES

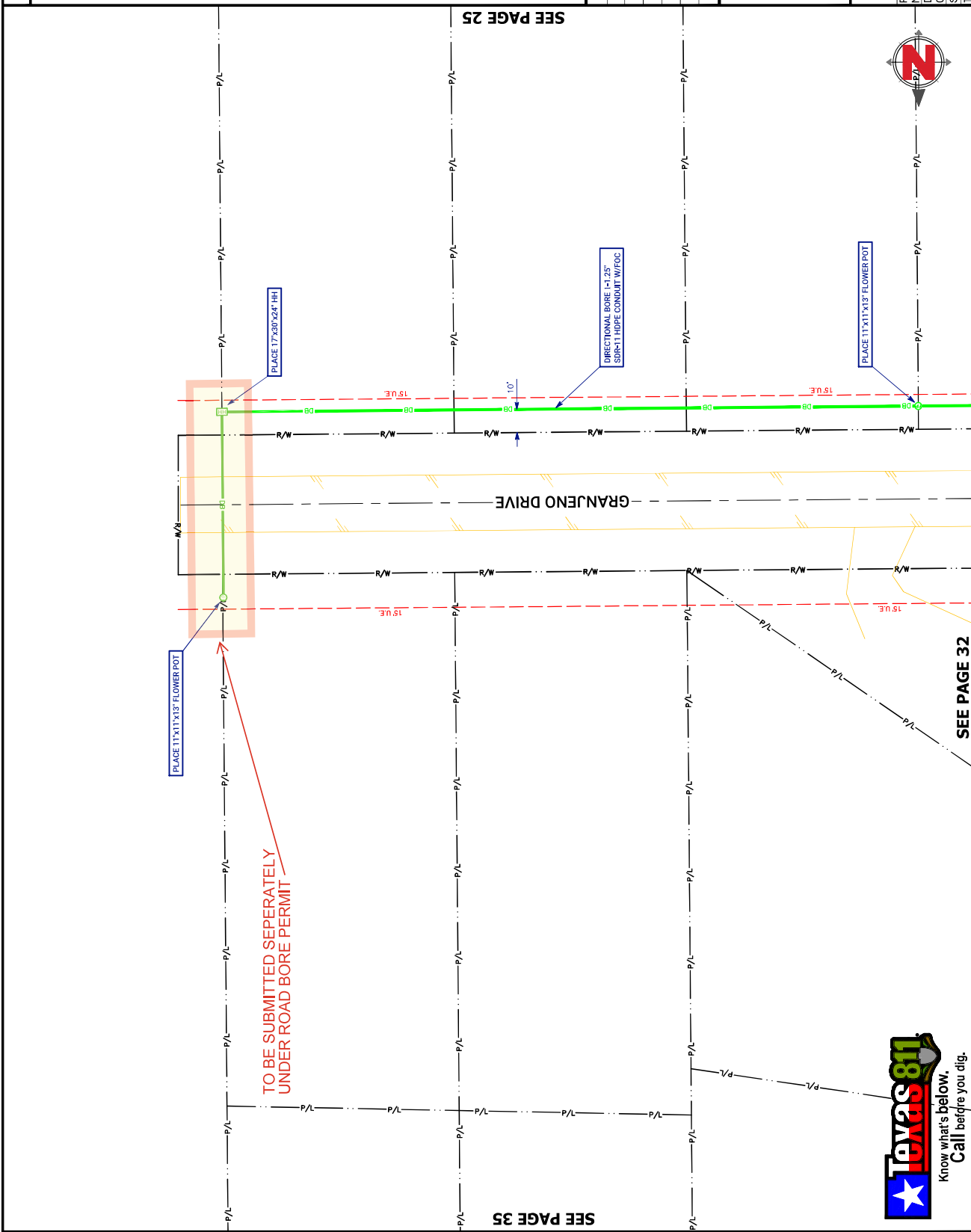
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REVISIONS	



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JRTN FTTH 2025 H2001	
PROJECT	5329935
I.O. AREA	JORDANTON
EXCH. CODE	70428
DRAWN DATE	02.07.2025
ENGR	Apex Civil Solutions
CNTY	ATASCOSA
PHONE	945.245.APEX
FILE	332333.Dwg Sheet 02 of 38
SCALE	1:40
TAX DISTRICT	----
PAGE	32 OF 38
THISSP	---
RNG	----
SEC	----



SEE PAGE 35

SEE PAGE 32

TO BE SUBMITTED SEPERATELY
UNDER ROAD BORE PERMIT

SEE PAGE 25

Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

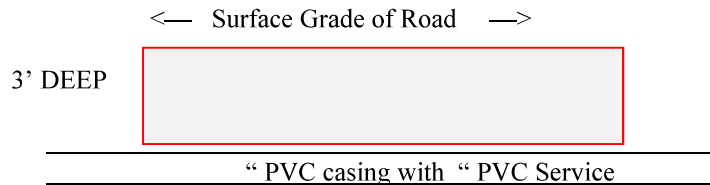
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Fiber by aerial overlash
line within the right-of-way of Hidden Ln in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 013/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

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proposed line is fiber optic with zero voltage

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By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

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San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Hidden Ln
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Date: 2/17/25

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(Please see attached map)

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By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

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George “Butch” Pawelek
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1625 FM 3175
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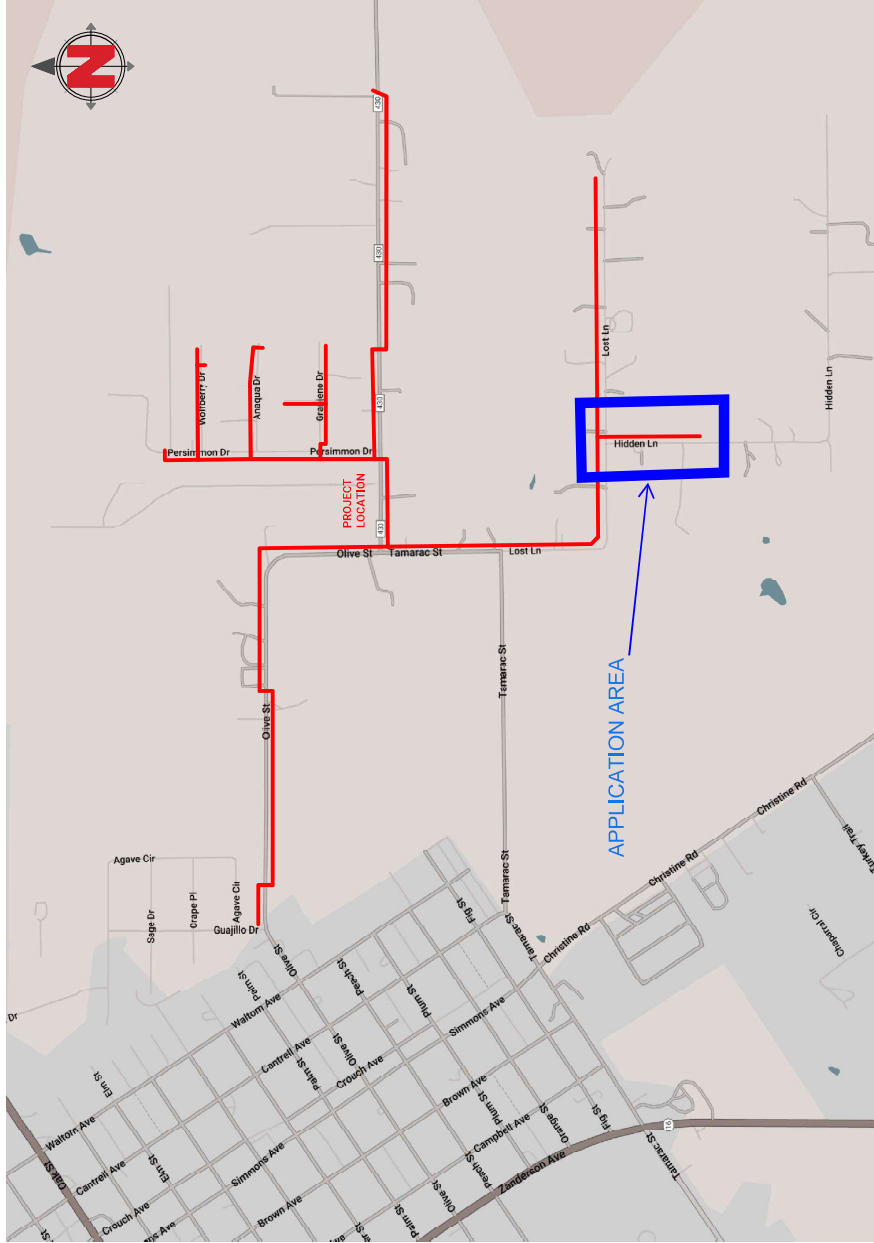
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	8,165 FT
DIR. BORE + CONDUIT	FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SP
R & P PAVEMENT	SP
AERIAL OVERLASH	FT
AERIAL NEW BUILD	12,233 FT
AERIAL DROP	FT
AERIAL OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

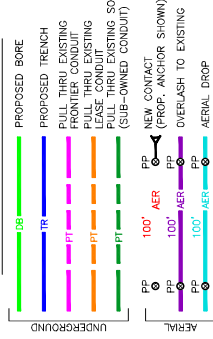


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

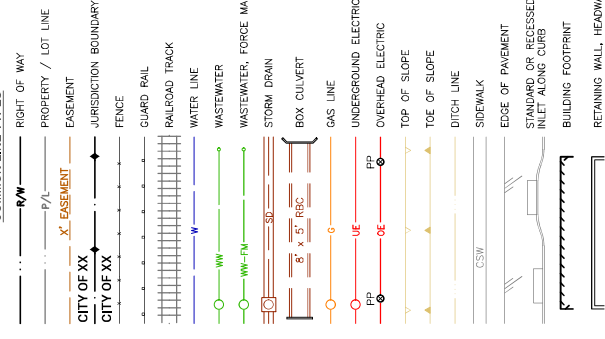
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NUMBER: 5323935 EXCH. CODE: 70428
DRAWN DATE: 02.07.2025 ENGINEER: Apex Civil Solutions GNTY: ATASCOSA
PHONE: 945.245.APEX FILE: 5323935.Dwg Sheet 03 of 38
SCALE: 1/40 TAX DISTRICT: --- PAGE: 01 OF 38
THISSP: --- RING: --- SEC: ---

OSP LINE & UTILITY LEGEND

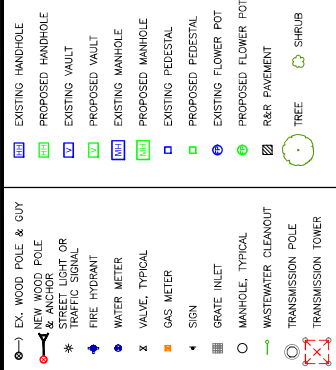
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



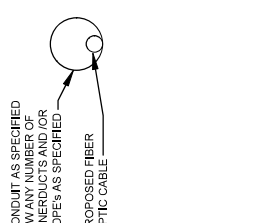
COMMON SYMBOL LEGEND



TYPICAL DETAILS

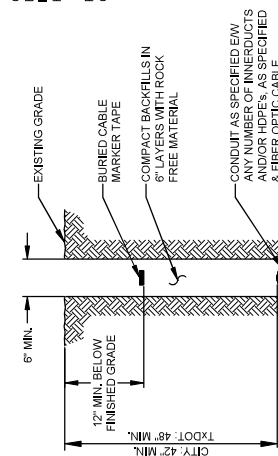
TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

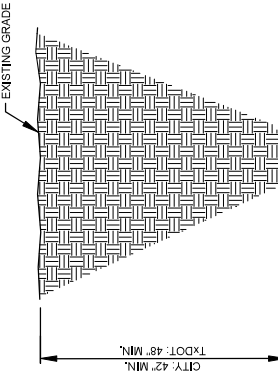
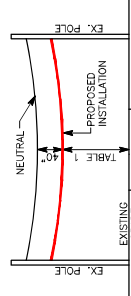
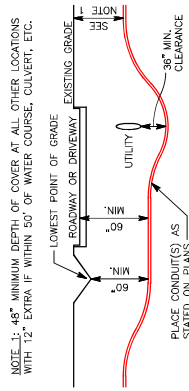


TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE
REFER TO MESC 232 FOR ADDITIONAL REQ.



DIRECTIONAL BORE - CROSSING DETAIL
WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
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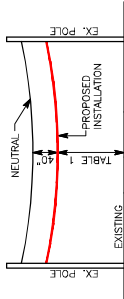
REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
ENGINEER:	ENGR: Apex Civil Solutions	GNVY:	ATASCOSA
PHONE:	945.245.APEX	FILE:	332333.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THISSP:	---	RNG:	----
SEC:	----		

TABLE 1	
STATE ROADWAY	18.0'
OTHER ROADWAY	15.5'
NO VEHICLE ACCESS	13.0'

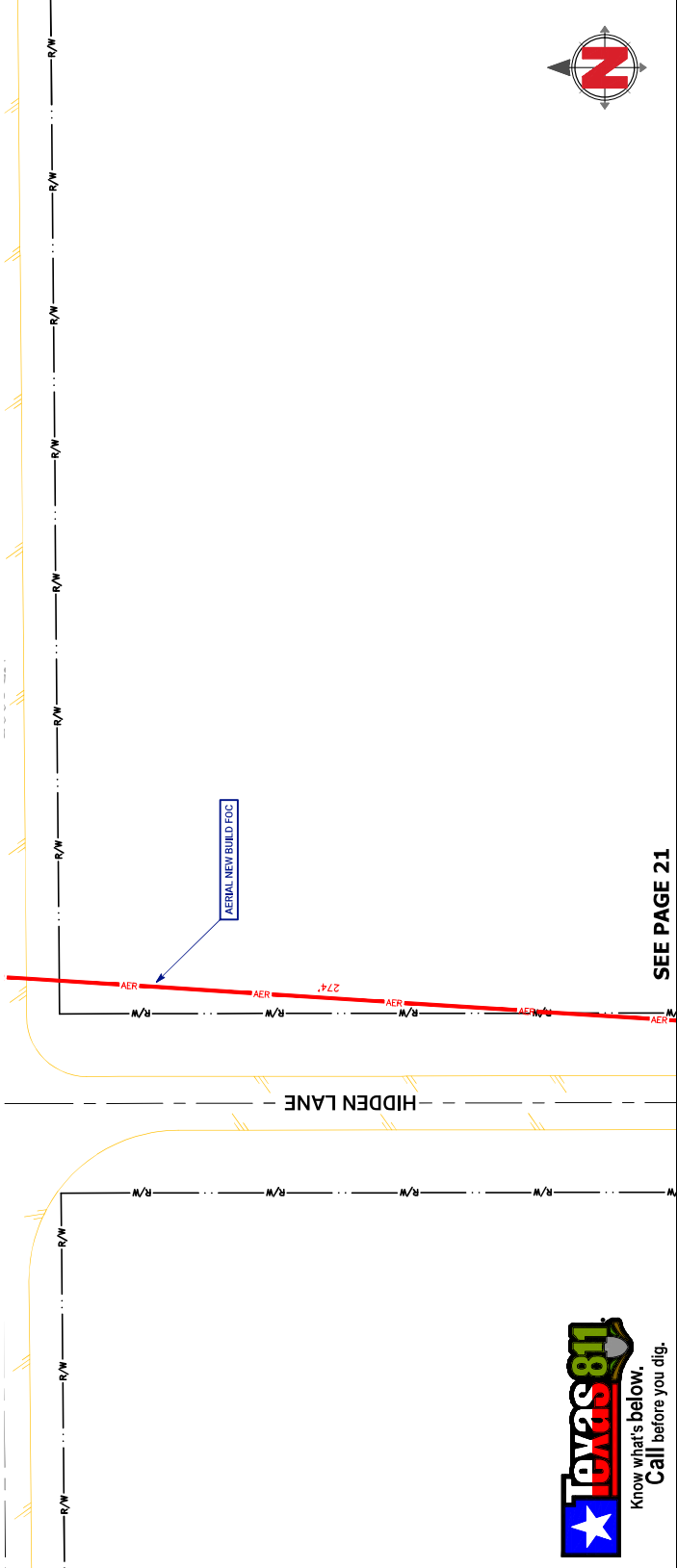


MINIMUM AERIAL CLEARANCE

REFER TO NESC 232 FOR ADDITIONAL REQ.

SEE PAGE 15

SEE PAGE 17





Know what's below.
Call before you dig.

SEE PAGE 21

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

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ENGINEER:	Apex Civil Solutions	CNTY:	ATASCOSA
PHONE:	945.245.APEX	FILE:	333333.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THICKS:	---	RNG:	----
SEC:	----		

SPECIAL NOTES

HIDDEN LANE

AERIAL NEW BUILD FOC

SEE PAGE 22



Know what's below.
Call before you dig.

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REVISIONS

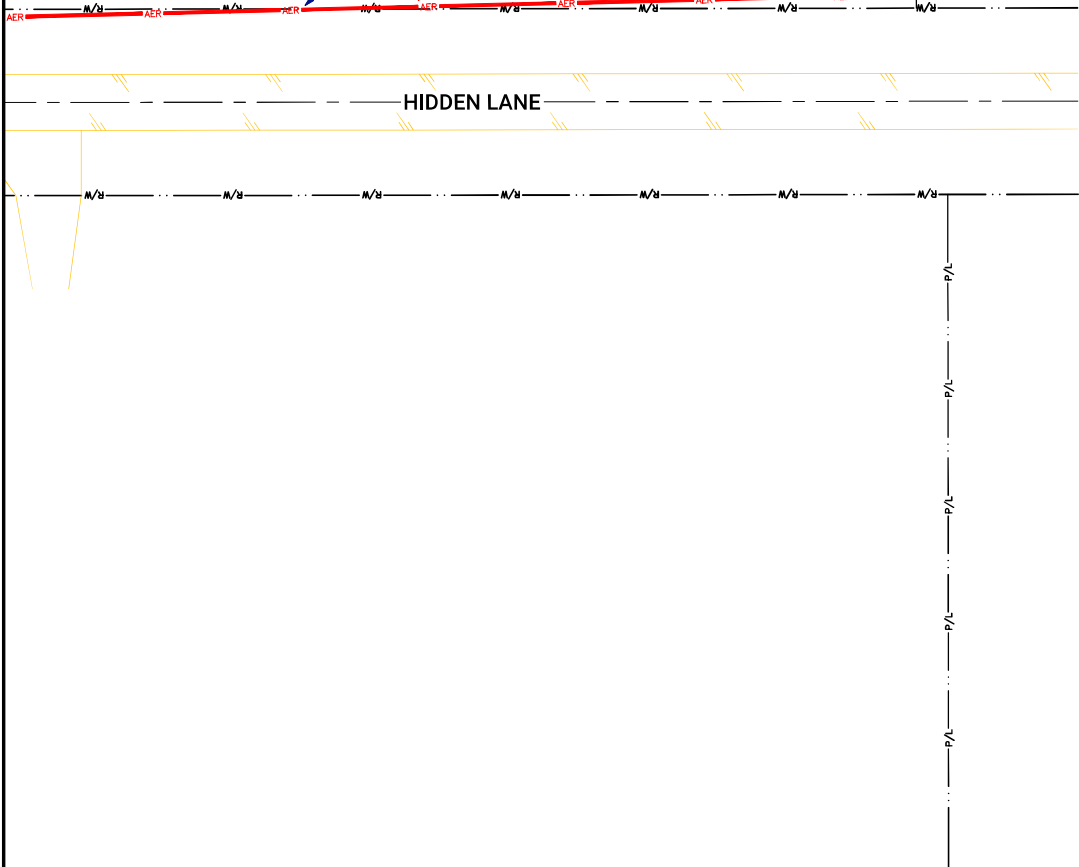


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JRTN FTTH 2025 H2001

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DRAWN DATE:	ENGR: Apex Civil Solutions 02.07.2025	EXCH. CODE: 70428
SCALE: 1:40	PHONE: 945.245.APEX	CNTY: ATASCOSA
TAX DISTRICT: ----	FILE: 5323935.Dwg	DATE: 02.07.2025
TWINSHP: --	RNG: ----	PAGE: 21 OF 38
		SEC: ----

SPECIAL NOTES

SEE PAGE 21



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PHONE:	945.245.APEX	FILE:	333333.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THIS SHEET:	----	RNG:	----
SEC:	----		



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

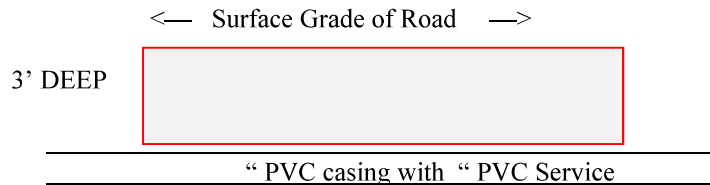
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore and aerial self-overlash
line within the right-of-way of Lost Ln in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.78/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission: _____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC _____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Lost Ln
Beg. RM Offset End RM Offset
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

• **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

Eliseo Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

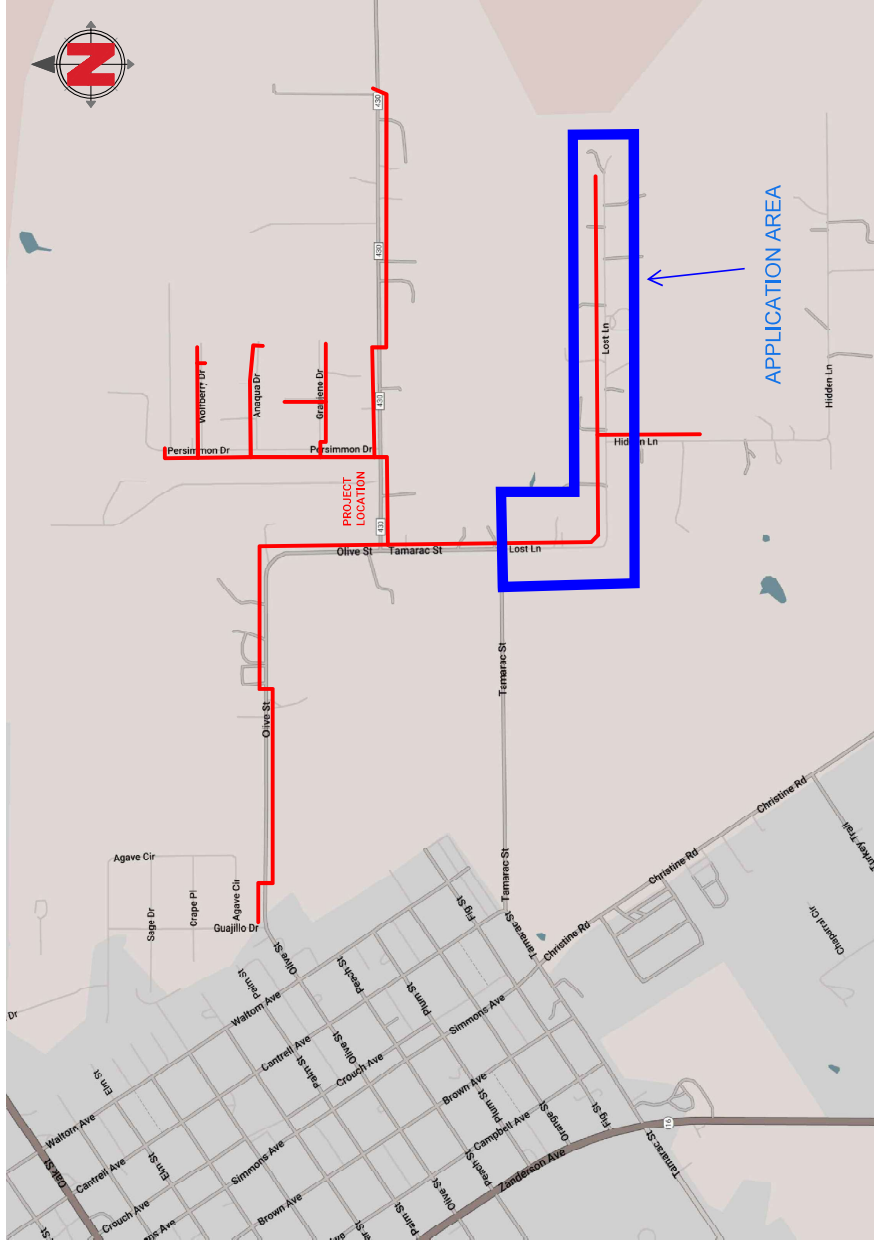
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	8,165 FT
DIR. BORE + CONDUIT	FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SF
R & P PAVEMENT	SF
AERIAL OVERLASH	FT
AERIAL NEW BUILD	12,233 FT
AERIAL DROP	FT
AERIAL OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

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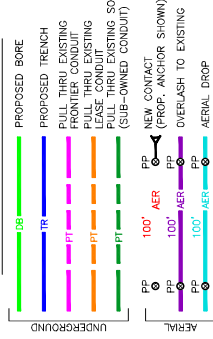


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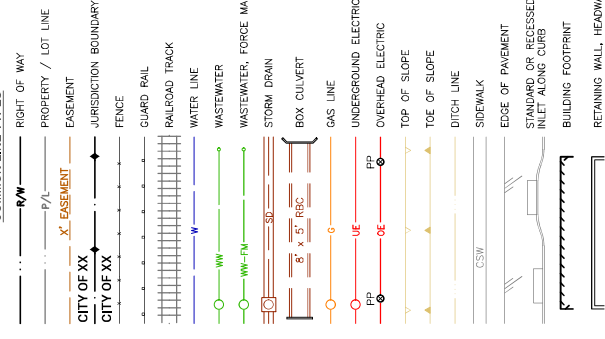
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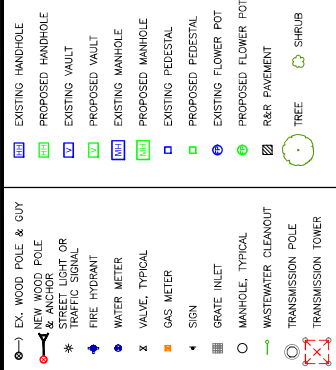
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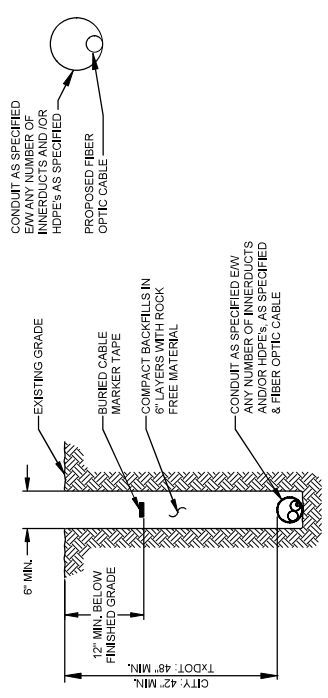
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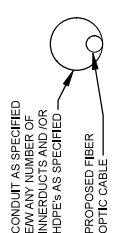
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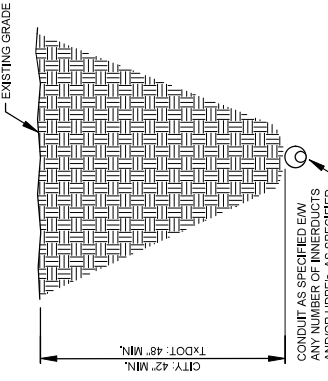
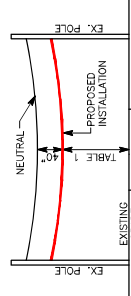


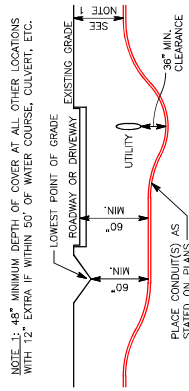
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REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

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SPECIAL NOTES

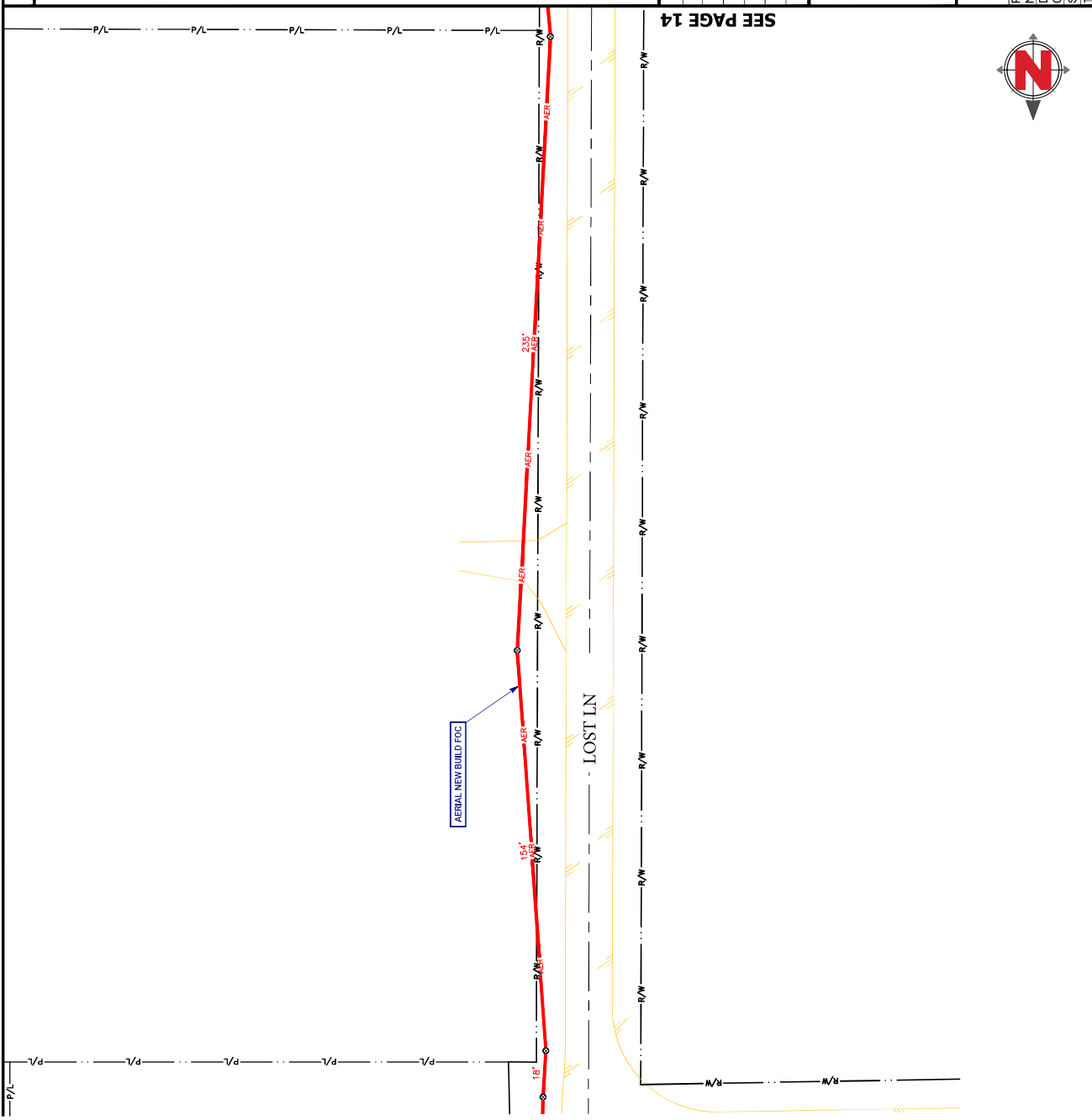
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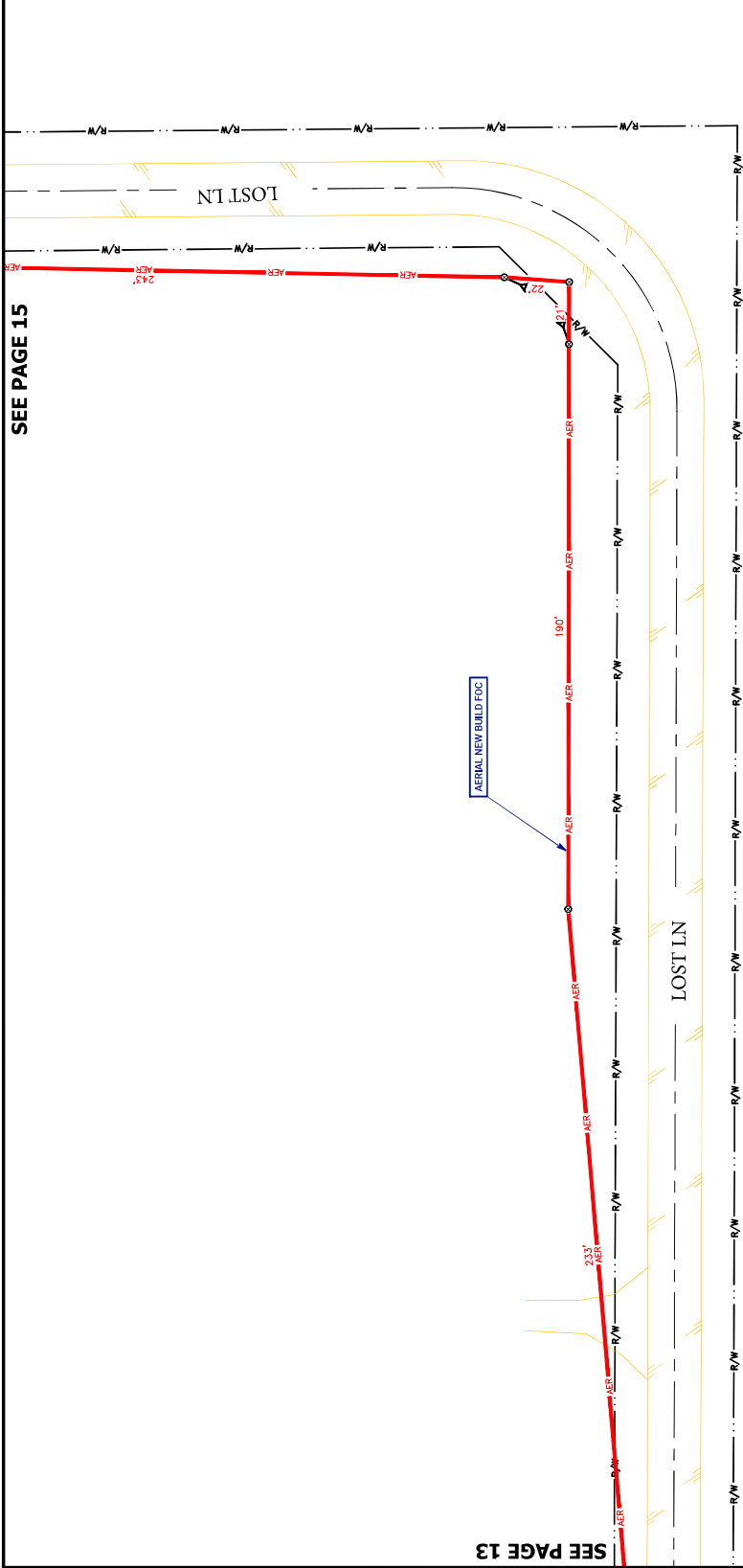
Frontier

COMMUNICATIONS

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OF	38	PAGE	13 OF 38
SEC.	----	RNG.	----



SPECIAL NOTES



SEE PAGE 15

SEE PAGE 13

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SPECIAL NOTES

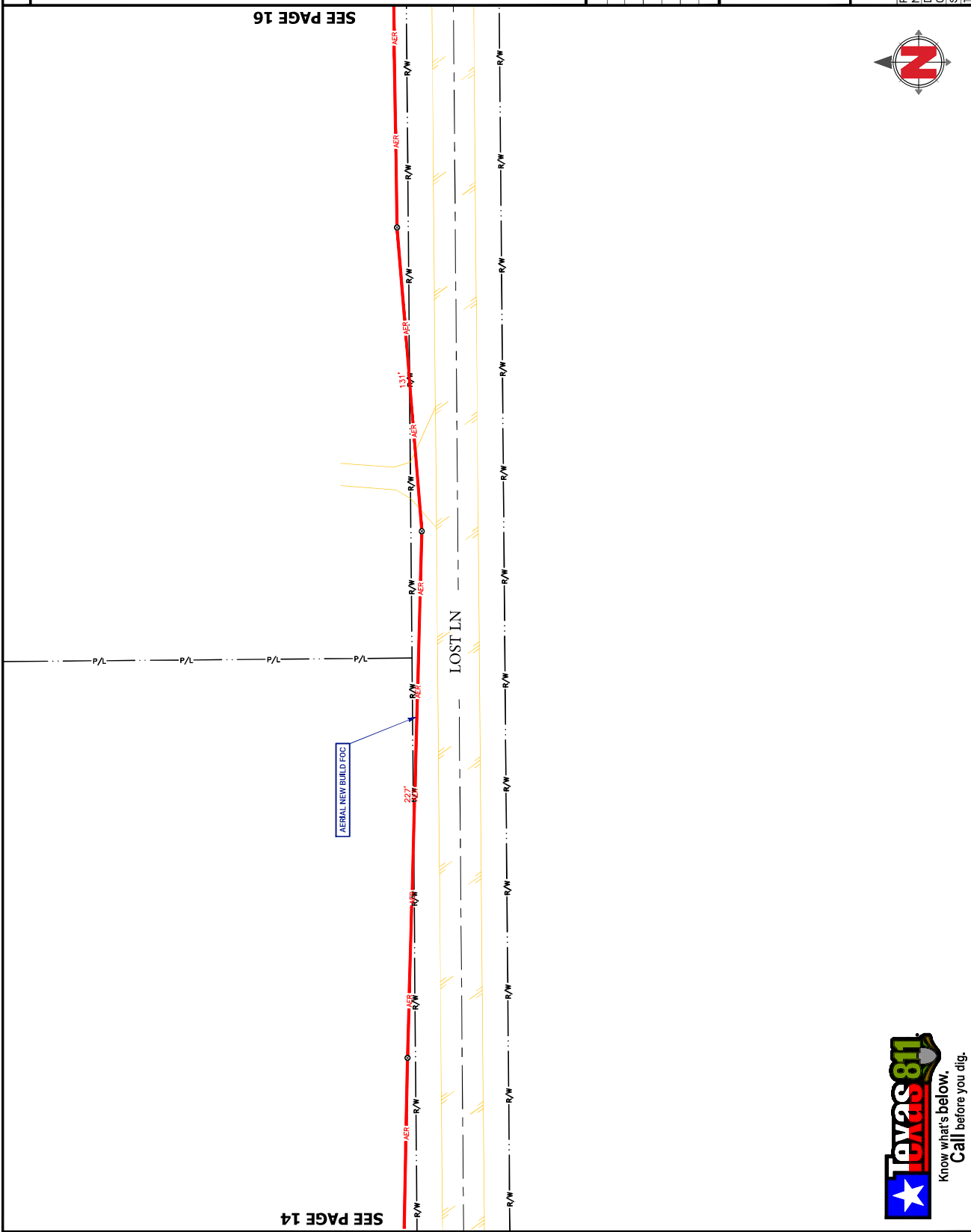
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REVISIONS	

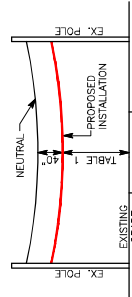


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JR TN FTTH 2025 H2001	
PROJECT NUMBER: 5329935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGR: Apex Civil Solutions	ENTY: ATASCOSA
PHONE: 945.245.APEX	FILE: 3333033_01a_Sheet-02.dwg
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THICKS: ---	RWG: ---
SEC: ---	PAGE: 15 OF 38



SPECIAL NOTES

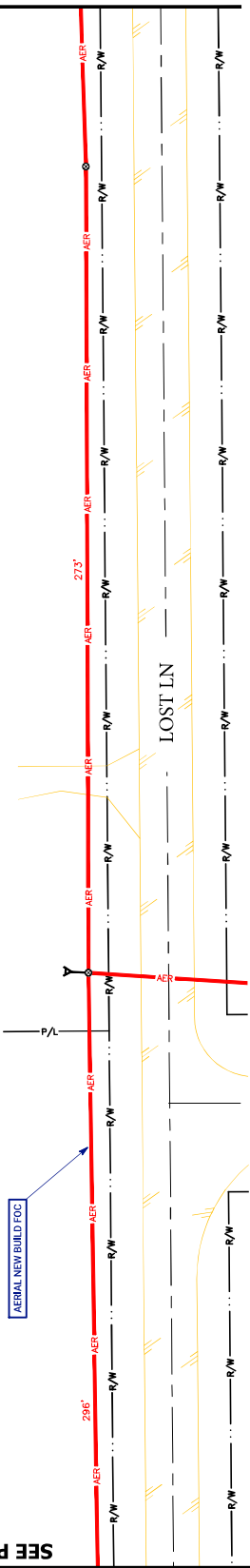
TABLE 1	
STATE ROADWAY	18.0'
OTHER ROADWAY	15.5'
NO VEHICLE ACCESS	13.0'



MINIMUM AERIAL CLEARANCE
REFER TO NESC 232 FOR ADDITIONAL REQ.

SEE PAGE 15

SEE PAGE 17



RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

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REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
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TAX DISTRICT:	----	PAGE:	16 OF 38
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SEC:	----		



SPECIAL NOTES

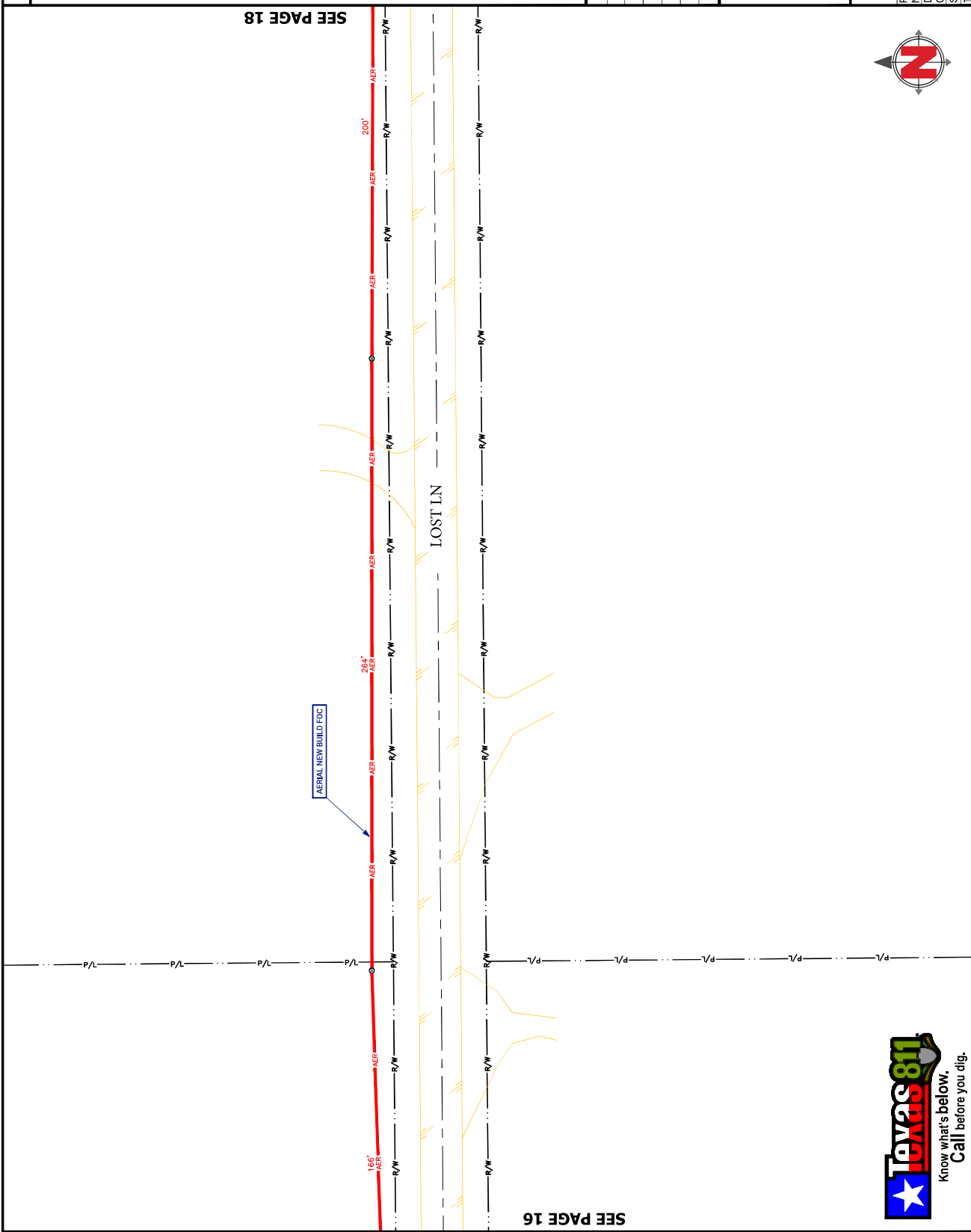
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REVISIONS	



FIBER CONSTRUCTION			
JRTN FTTH 2025 H2001			
PROJECT NUMBER:	5323935	G.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	PHONE:	945.245.APEX
THIS SET	17	TAX DISTRICT:	----
	OF	PAGE:	38
		SEC:	----



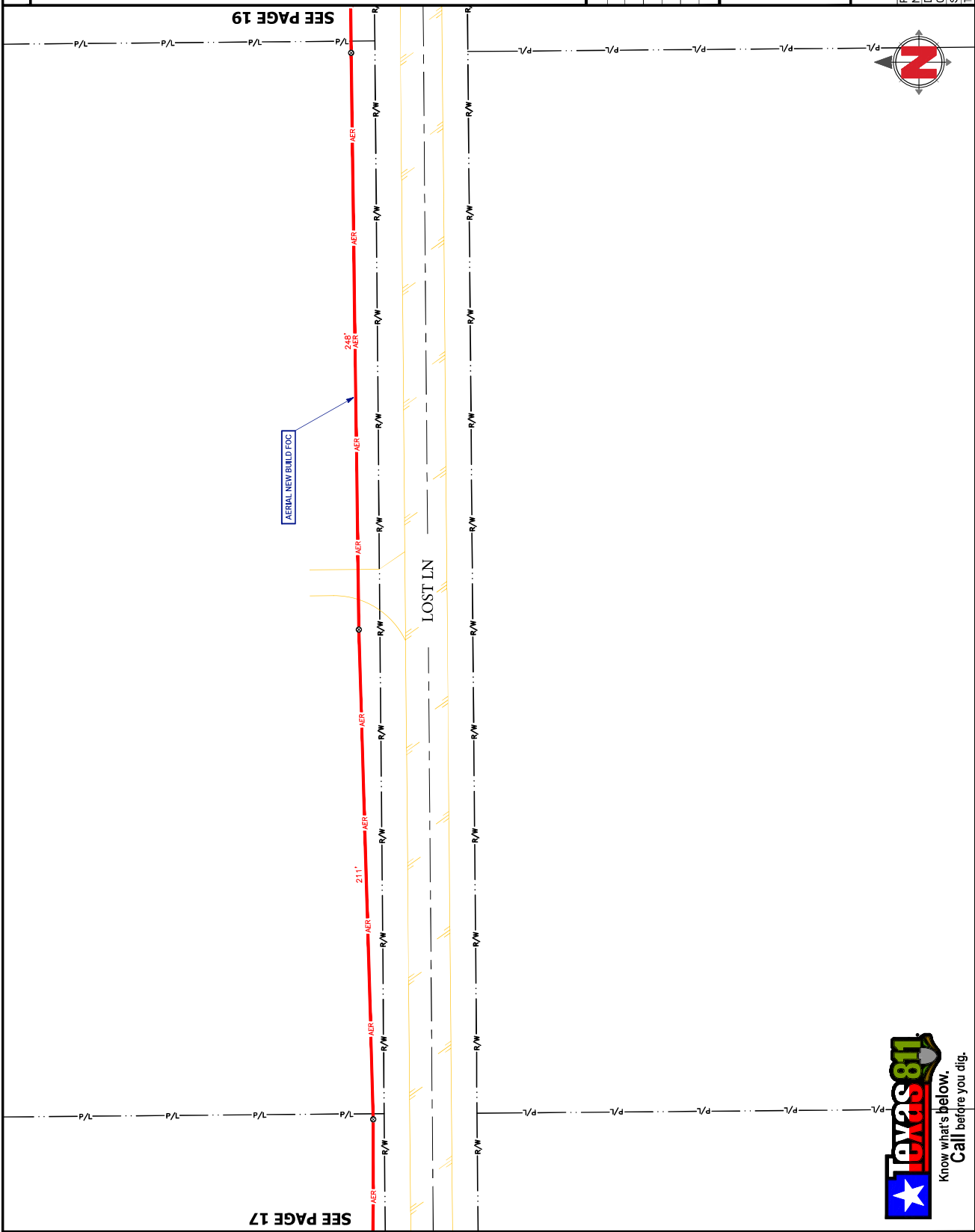
[illegible]

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

REVISIONS	



PROJECT NUMBER:	5323935	C.O. AREA: JORDANTON EXCH. CODE: 70428
DRAWN DATE:	ENGR: Apex Civil Solutions 22.02.07.2025	INTY: ATASCOGA FILE: 5323935.Dwg DATE: 09.08.2025
SCALE: 1:40	PHONE: 945.245.APEX TAX DISTRICT: ---	PAGE: 18 OF 38
	RNG: ---	SEC: ---



SPECIAL NOTES

REVISIONS	



SPECIAL NOTES

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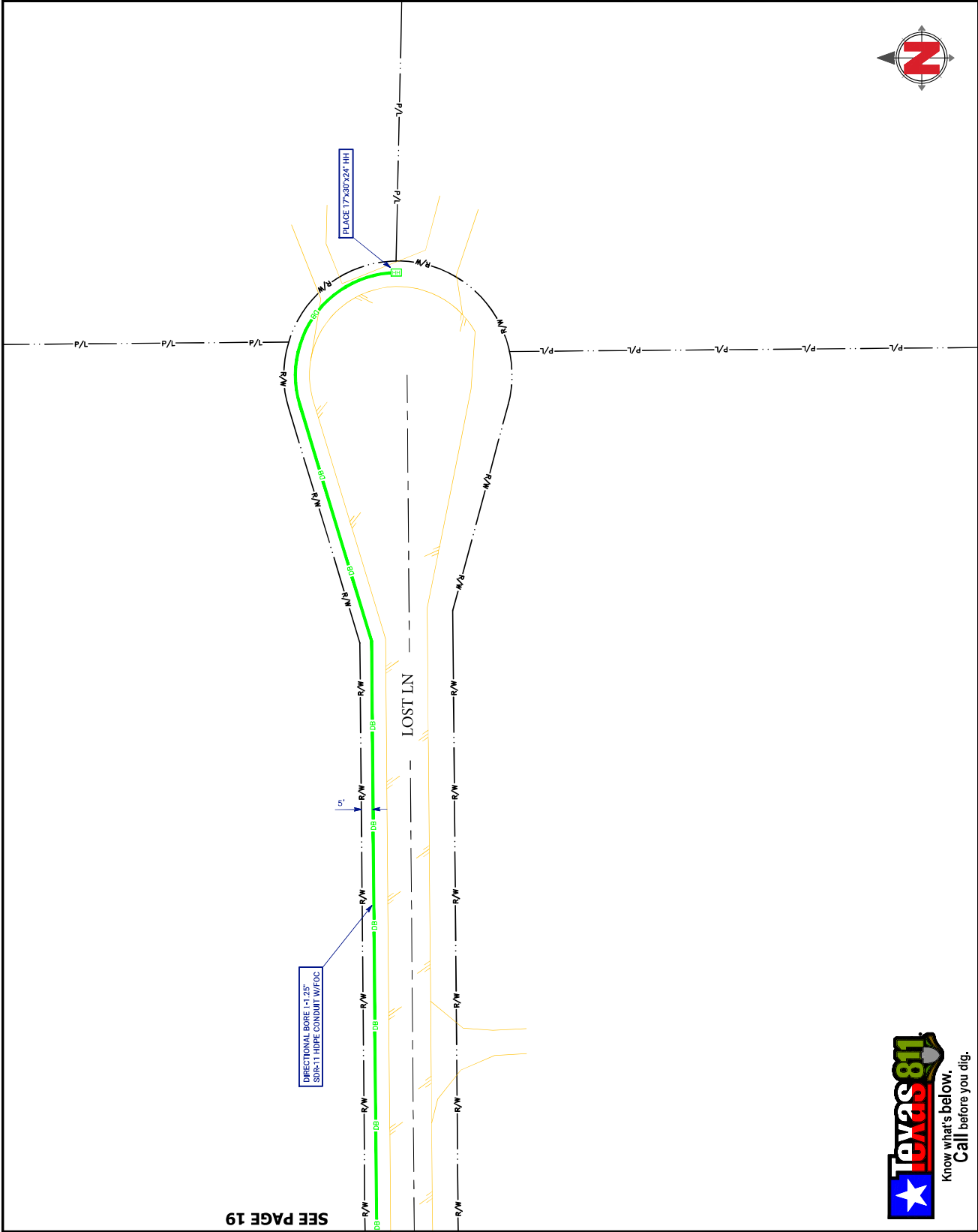
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REVISIONS

FIBER CONSTRUCTION

JRTN FTTH 2025 H2001

PROJECT NUMBER: 5323935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGR: Apex Civil Solutions	CNTY: ATASCOSA
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 38
SCALE: 1:40	TAX DISTRICT: ---
THIS SET ---	RNG: ---
PAGE: 20	OF 38
SEC: ---	---



SEE PAGE 19

Know what's below.
Call before you dig.

Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

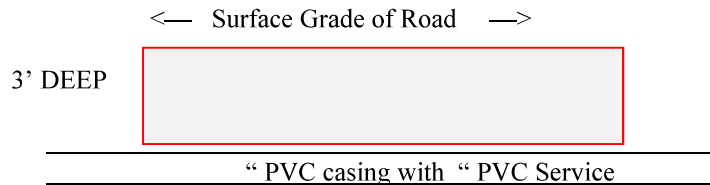
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore
line within the right-of-way of Persimmon Dr in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

* See attached
approx. 0.36/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission:_____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit _____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC _____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

proposed line is fiber optic with zero voltage

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Persimmon Dr
Beg. RM Offset End RM Offset
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

• **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

George “Butch” Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

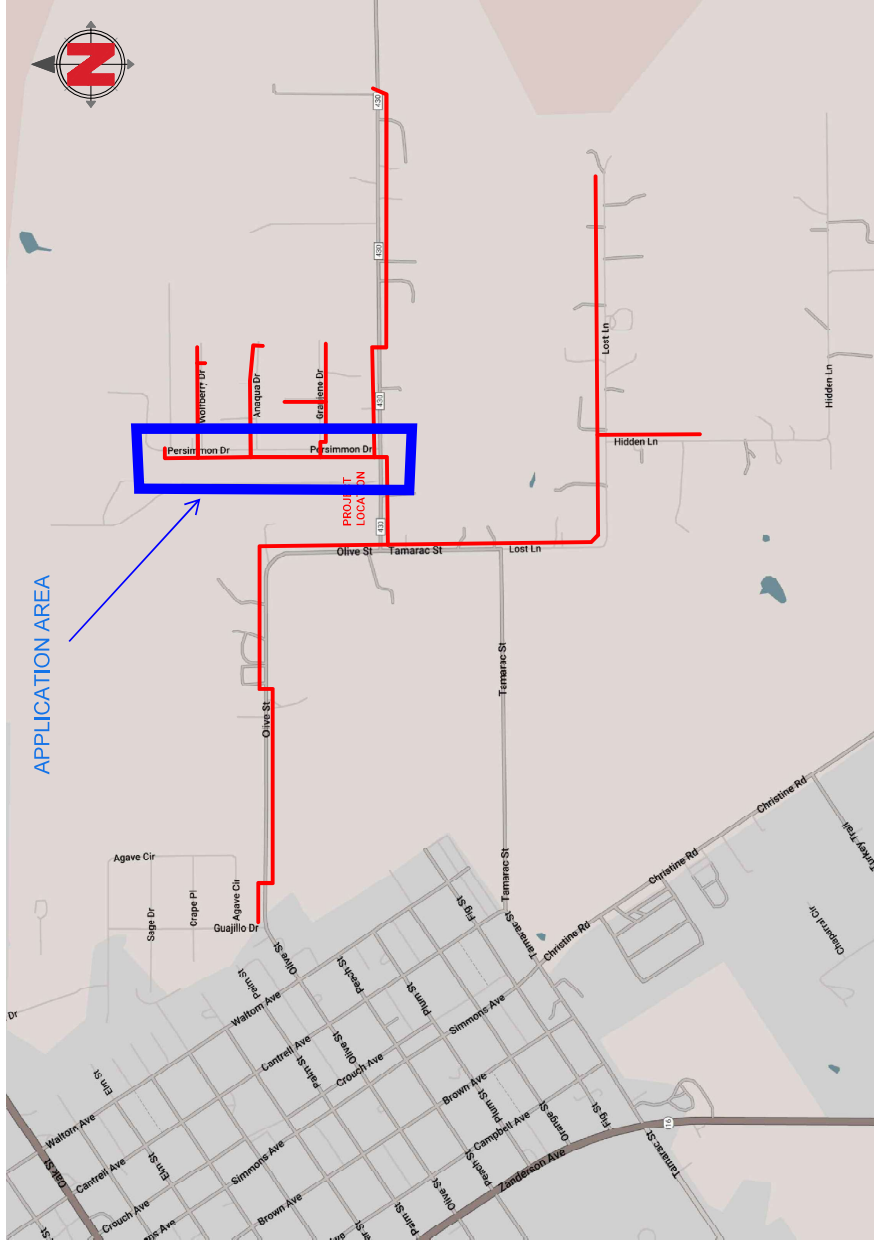
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	FT
DIR. BORE + CONDUIT	8,165 FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SF
R & R PAVEMENT	SF
AERIAL: OVERLASH	FT
AERIAL: NEW BUILD	12,233 FT
AERIAL: DROP	FT
AERIAL: OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

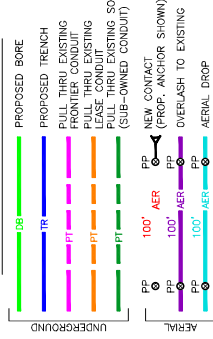


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

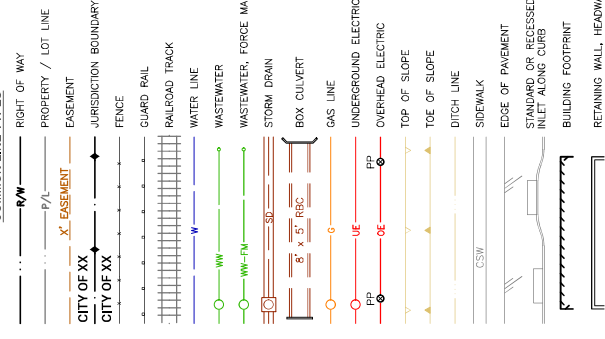
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I.O. AREA: JORDANTON
NUMBER: 5323935
EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Apex Civil Solutions
GNTY: ATASCOSA
PHONE: 945.245.APEX
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1:40
TAX DISTRICT: ----
PAGE: 01 OF 38
THISSP: ----
RING: ----
SEC: ----

OSP LINE & UTILITY LEGEND

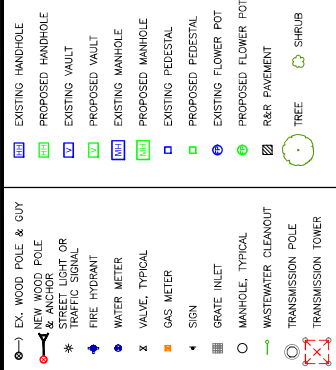
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES

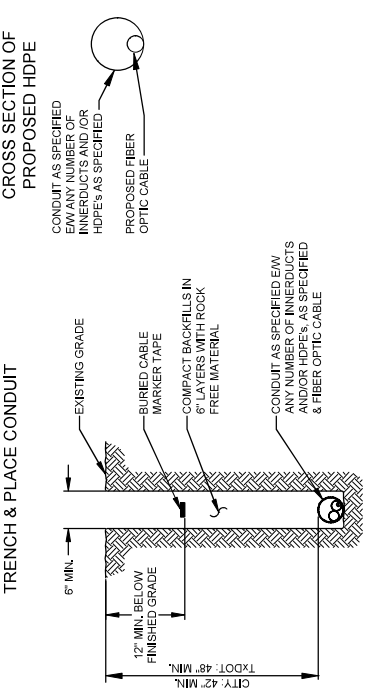


COMMON SYMBOL LEGEND

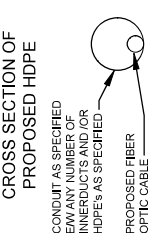


TYPICAL DETAILS

TYPICAL DETAIL "A" TRENCH & PLACE CONDUIT



TYPICAL DETAIL "B" CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C" DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

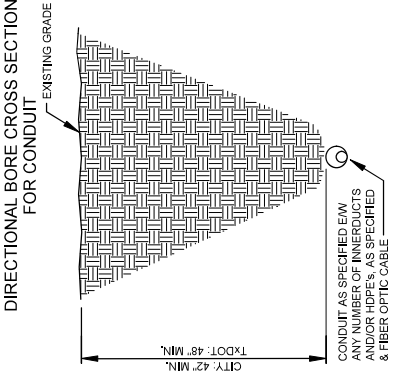
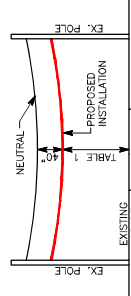
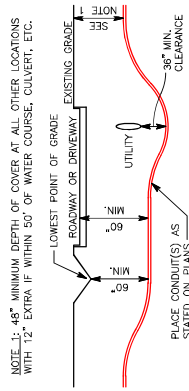


TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE
REFER TO MESC 232 FOR ADDITIONAL REQ.



DIRECTIONAL BORE - CROSSING DETAIL
WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES
PLACE CONDUIT(S) AS STATED ON PLANS

SPECIAL NOTES

1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

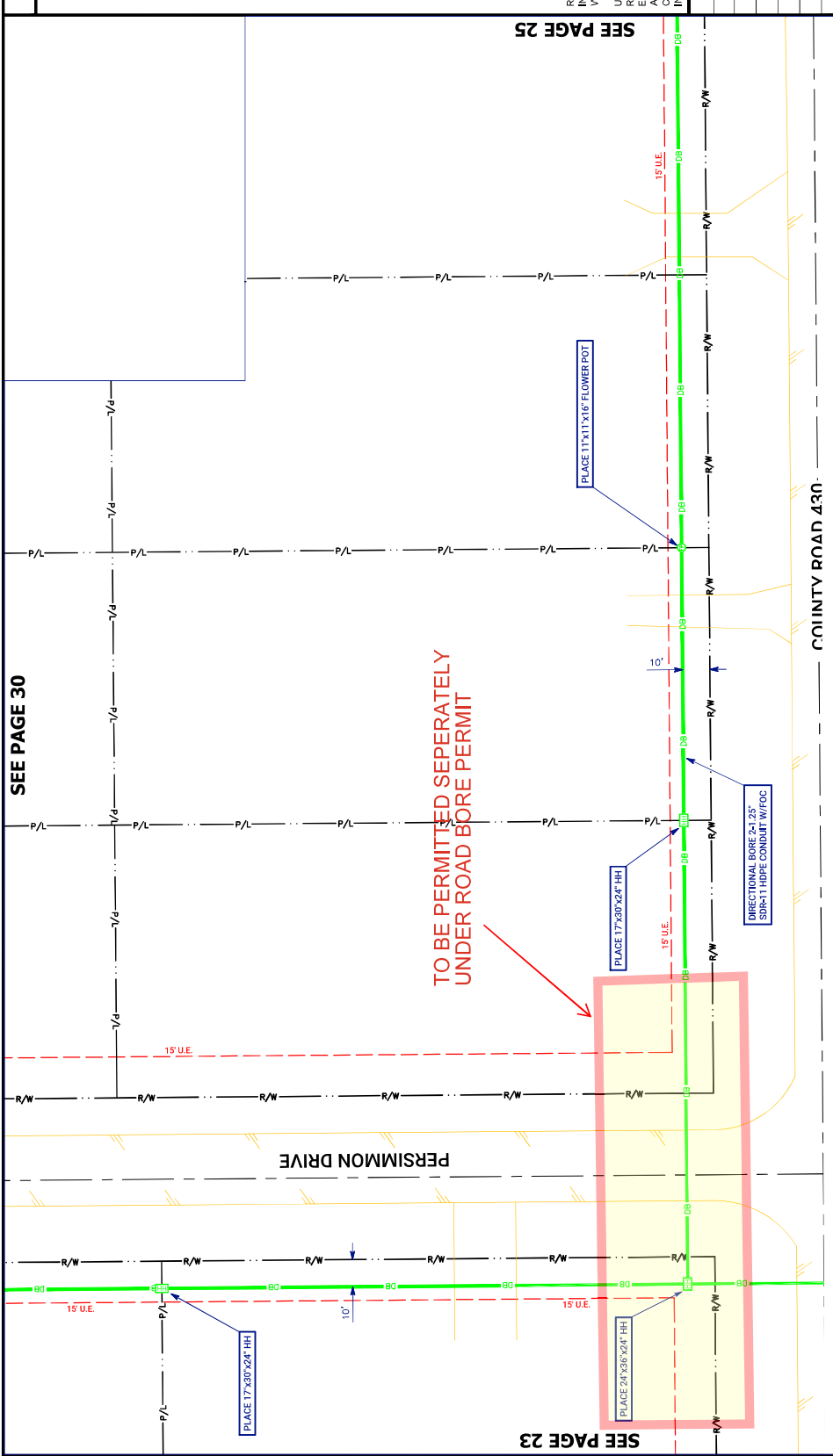
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DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332035.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THISSP:	---	RNG:	----
SEC:	----		

SPECIAL NOTES

SEE PAGE 30

SEE PAGE 25

SEE PAGE 23



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REVISIONS	



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JRTN FTTH 2025 H2001	
PROJECT	5323935
NUMBER:	5323935
DRAWN DATE:	02.07.2025
ENGINEER:	Apex Civil Solutions
COUNTY:	ATASCOSA
PHONE:	945.245.APEX
TAX DISTRICT:	----
SCALE:	1:40
PAGE:	24 OF 38
THIS SET:	RWG: ----
SEC:	----

SPECIAL NOTES

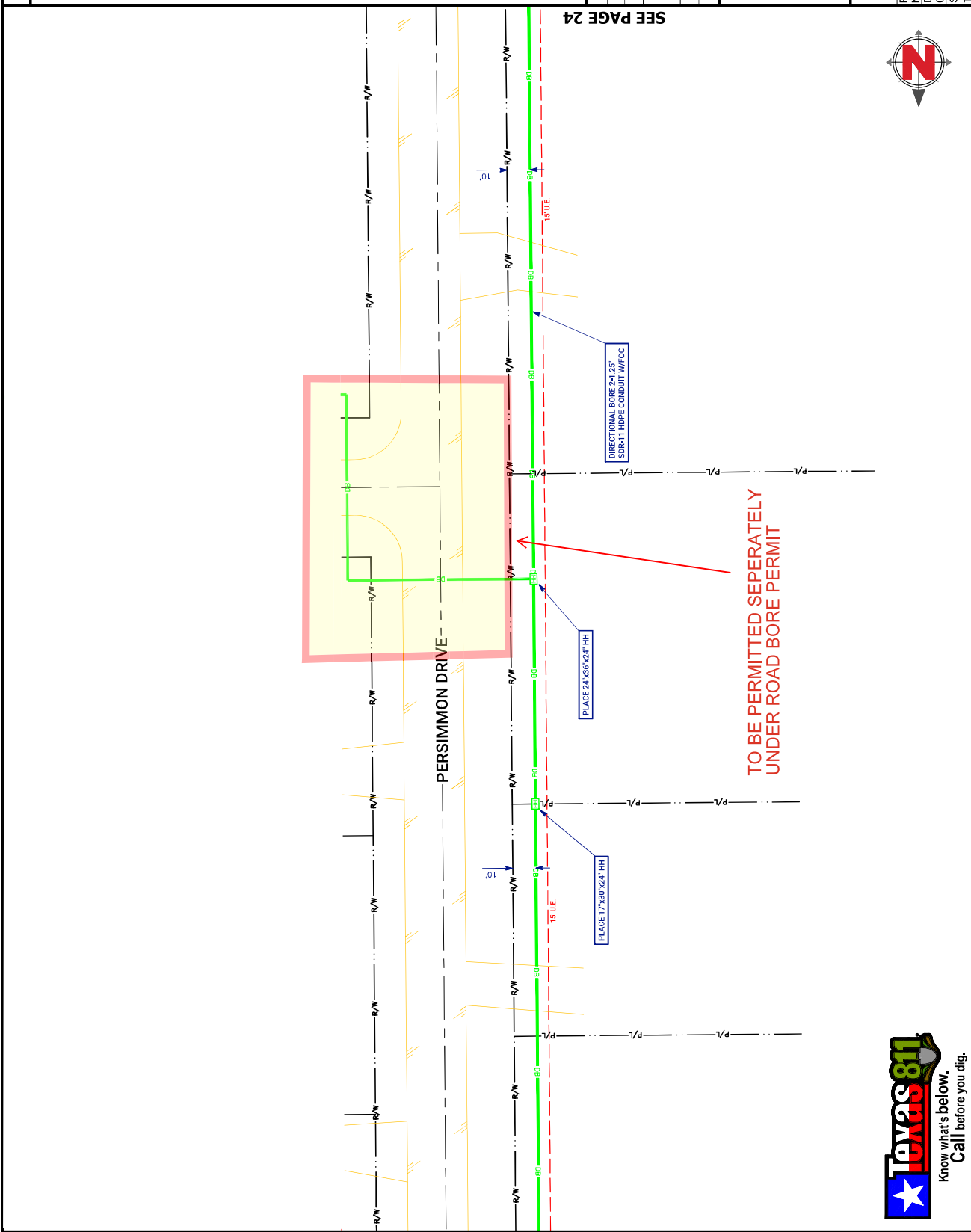
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Frontier

COMMUNICATIONS

FIBER CONSTRUCTION			
JRTN FTTH 2025 H2001			
PROJECT	5323935	G.O. AREA	JORDANTON
NUMBER		EXCH. CODE	70428
DRAWN DATE	02.07.2025	ENGR.	Apex Civil Solutions
SCALE	1:40	PHONE	945.245.APEX
THIS SET		TAX DISTRICT	
		RNG	
		SEC	



SEE PAGE 24

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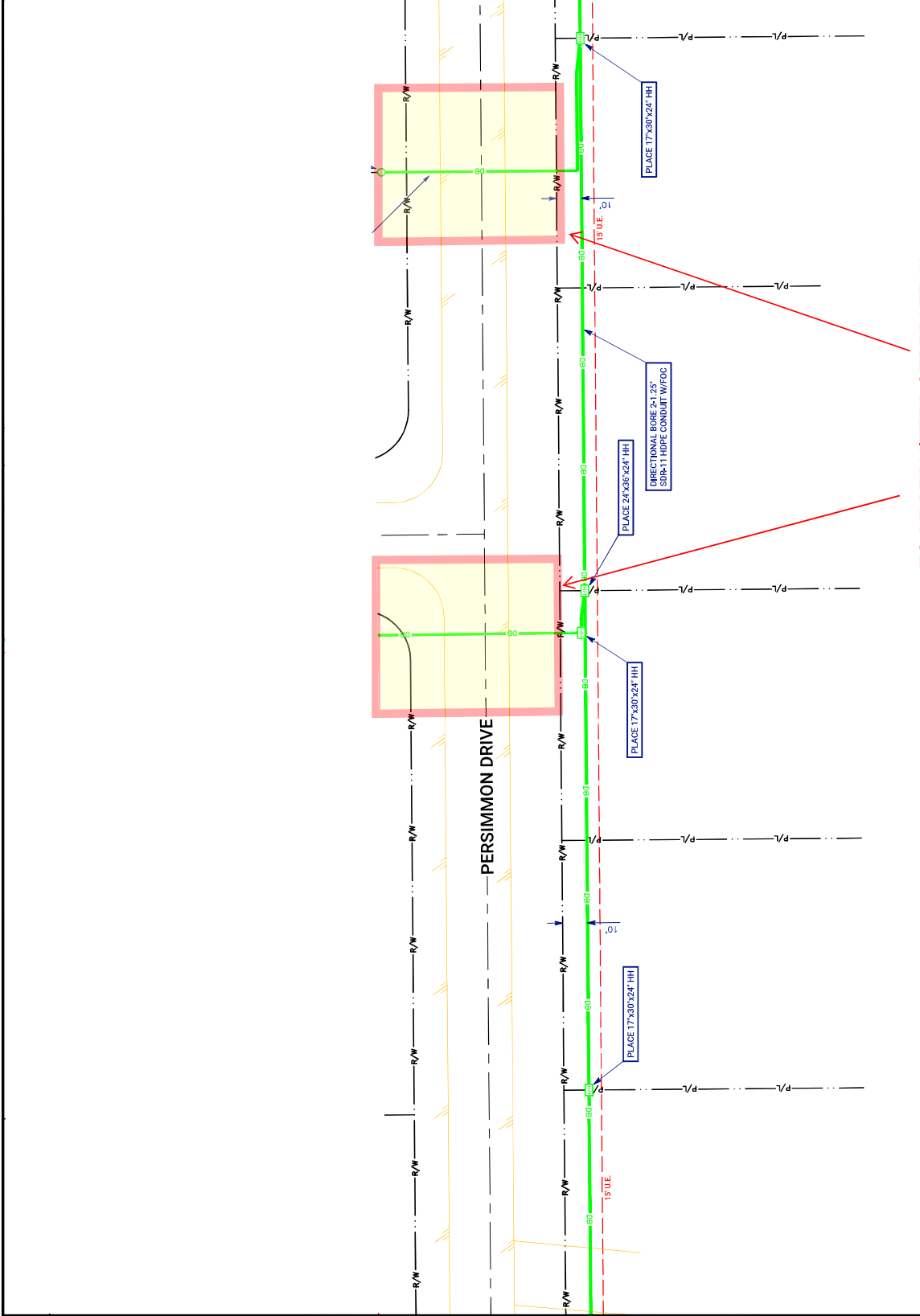
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JR TN FTTH 2025 H2001

PROJECT	5323935	G.O. AREA	JORDANTON
NUMBER		EXCH. CODE	70428
DRAWN DATE	02.07.2025	ENGR	Apex Civil Solutions
SCALE	1:40	PHONE	945.245.APEX
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		RNG	----
		SEC	----
		PAGE	33 OF 38





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FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER: 5323935	I.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGINEER: Apex Civil Solutions	CNTY: AT ASCOSA
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 03.dwg
SCALE: 1:40	TAX DISTRICT: ---
PAGE: 36 OF 38	SEC: ---



Know what's below.
Call before you dig.



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

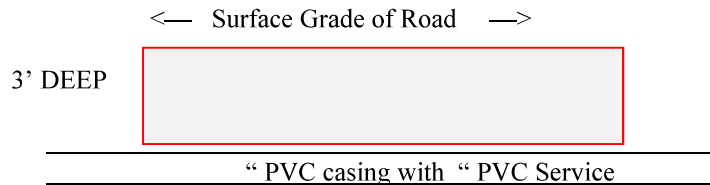
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional bore
line within the right-of-way of Wolfberry Dr in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.17/mile

(Please see attached map)
—Diagram Location



**** (NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
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other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 27 day of February, 2025.

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If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission:_____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit_____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

proposed line is fiber optic with zero voltage

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N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

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(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM Frontier Communications

By (Print) Ken Wilson - Housley Group

Signature Ken Wilson

Title Engineering Dept Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 972-977-0161

Fax No. _____

To: _____

Roadway Wolfberry Dr
Beg. RM Offset End RM Offset
County Precincts No. 3 Atascosa County, Texas
Date: 2/17/25

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

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3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

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- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

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Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 3 Commissioner:

Eliseo Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

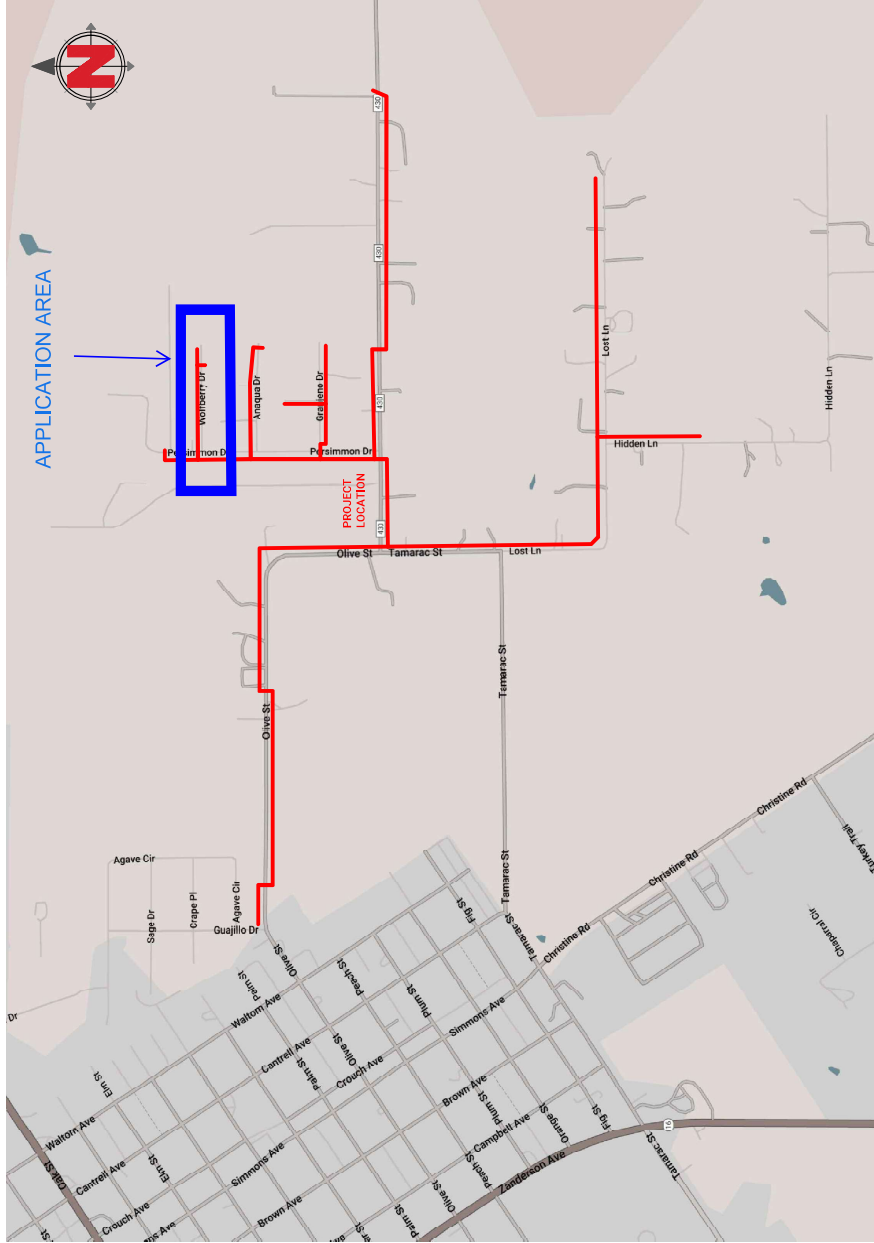
FRONTIER COMMUNICATIONS

FTR-FTTH H2001

5323935

1319 OLIVE STREET
JOURDANTON, TEXAS

VICINITY MAP



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-38	PLANS
---	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY UNIT
TRENCH + CONDUIT	FT
DIR. BORE + CONDUIT	8,165 FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	1 EA
PLACE HANDHOLE	29 EA
PLACE MANHOLE	EA
PLACE PEDESTAL	EA
PLACE FLOWER POT	16 EA
PLACE FIBER DIST. HUB (FDH)	EA
R & P SIDEWALK	SF
R & R PAVEMENT	SF
AERIAL: OVERLASH	FT
AERIAL: NEW BUILD	12,233 FT
AERIAL: DROP	FT
AERIAL: OVERHEAD GUY	EA
U-GUARD RISER ON POLE	6 EA
DOWN GUY + ANCHOR	12 EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: DARRIN ALBRECHT
281-225-0849
EMAIL: darrin.albrecht@ftr.com
CONSTRUCTION: ANDY CRENSHAW
214-425-9008
EMAIL: andy.crenshaw@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-924-6010
EMAIL: bhebert@hgc-inc.com

REVISIONS

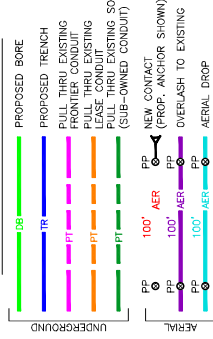


FIBER CONSTRUCTION JRTN FTTH 2025 H2001

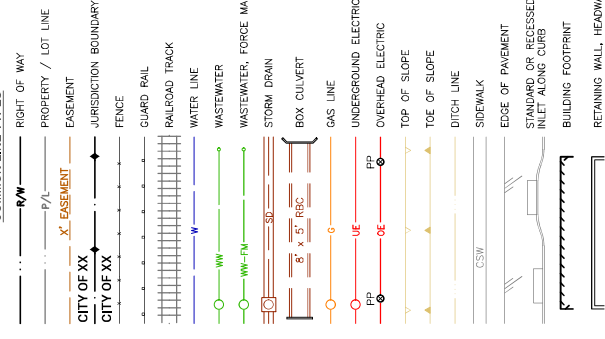
PROJECT: 5323935
I.O. AREA: JORDANTON
NUMBER: 5323935
EXCH. CODE: 70428
DRAWN DATE: 02.07.2025
ENGINEER: Andy Crenshaw
PHONE: 945.245.APEX
FILE: 5323935_01a_Sheet-02.dwg
SCALE: 1:40
TAX DISTRICT: ----
PAGE: 01 OF 38
THISSP: --
RING: ----
SEC: ----

OSP LINE & UTILITY LEGEND

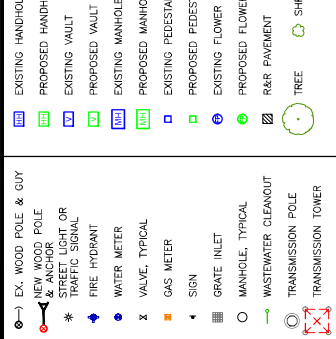
PROPOSED INSTALLATION LINE TYPES



COMMON LINE TYPES



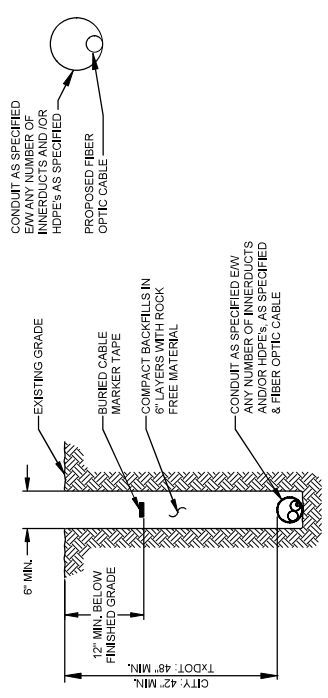
COMMON SYMBOL LEGEND



TYPICAL DETAILS

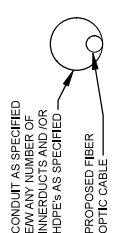
TYPICAL DETAIL "A"

TRENCH & PLACE CONDUIT



TYPICAL DETAIL "B"

CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"

DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

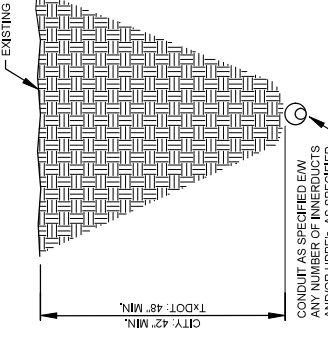
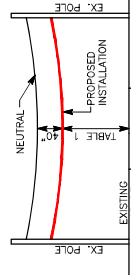
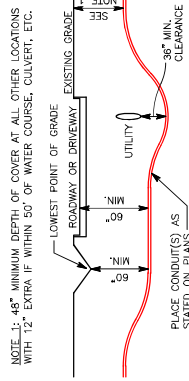


TABLE 1

STATE ROADWAY	15.0
OTHER ROADWAY	15.0
NO VEHICLE ACCESS	15.0



MINIMUM AERIAL CLEARANCE
REFER TO MESC 232 FOR ADDITIONAL REQ.



WHERE FEASIBLE, CONDUIT SHALL BE INSTALLED BELOW WET UTILITIES

SPECIAL NOTES

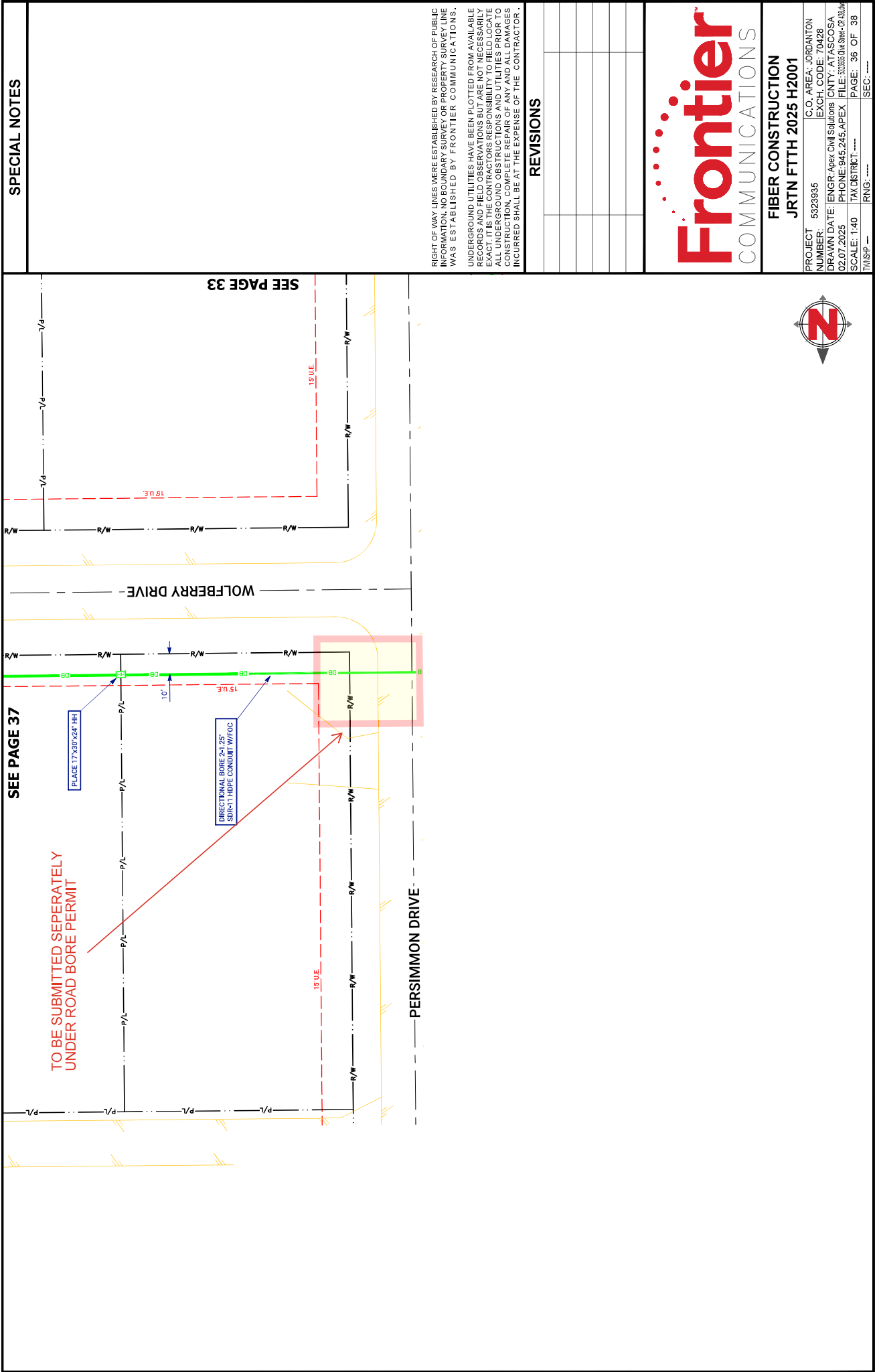
1. DETAILS NOT DRAWN TO SCALE.
2. ALL DETAILS MAY NOT APPLY TO EVERY PROJECT.
3. IF ANY DISCREPANCY, APPLICABLE JURISDICTION REQUIREMENTS TAKE PRECEDENCE OVER TYPICAL DETAILS.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H2001

PROJECT NUMBER:	5329935	I.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
PHONE:	945.245.APEX	FILE:	332035.Dwg Sheet 02 of 38
SCALE:	1:40	TAX DISTRICT:	----
THISSP:	---	RNG:	----
SEC:	----		



SPECIAL NOTES

TO BE SUBMITTED SEPERATELY
UNDER ROAD BORE PERMIT

SEE PAGE 37

SEE PAGE 33

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS	




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JRTN FTTH 2025 H2001	
PROJECT NUMBER: 5323935	G.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
SCALE: 1:40	PHONE: 945.245.APEX
THIS SET: 1	TAX DISTRICT: ---
THICK: ---	RING: ---
SEC: ---	PAGE: 36 OF 38

SPECIAL NOTES

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UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION, COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



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JRTN FTTH 2025 H2001

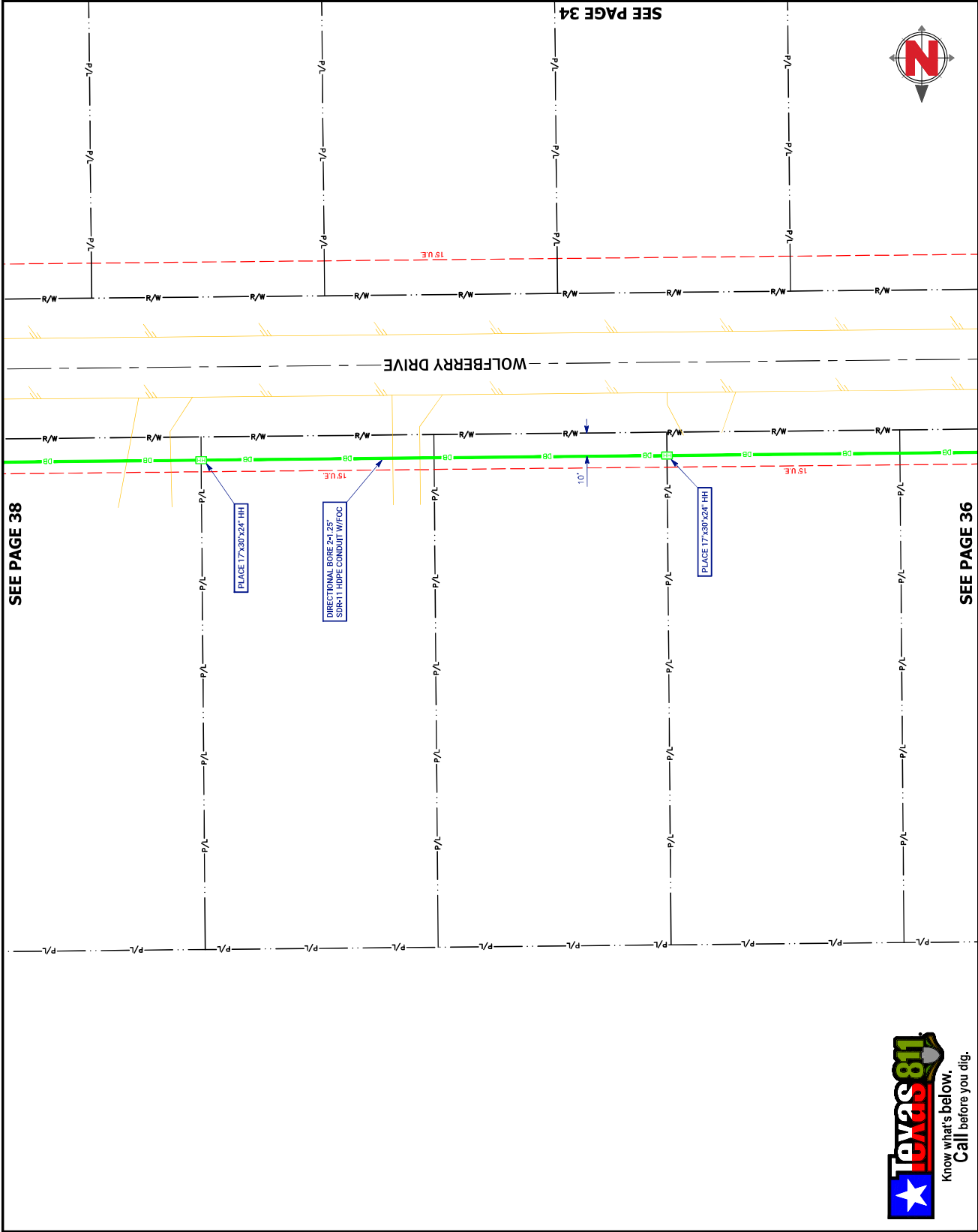
PROJECT: 53293935
 NUMBER: 53293935
 DRAWN DATE: 02.07.2025
 SCALE: 1:40

G.O. AREA: JORDANTON
 EXCH. CODE: 70428
 ENGR: Apex Civil Solutions
 PHONE: 945.245.APEX
 TAX DISTRICT: ---

THIS SET ---

PAGE: 37 OF 38

SEC: ---



SPECIAL NOTES

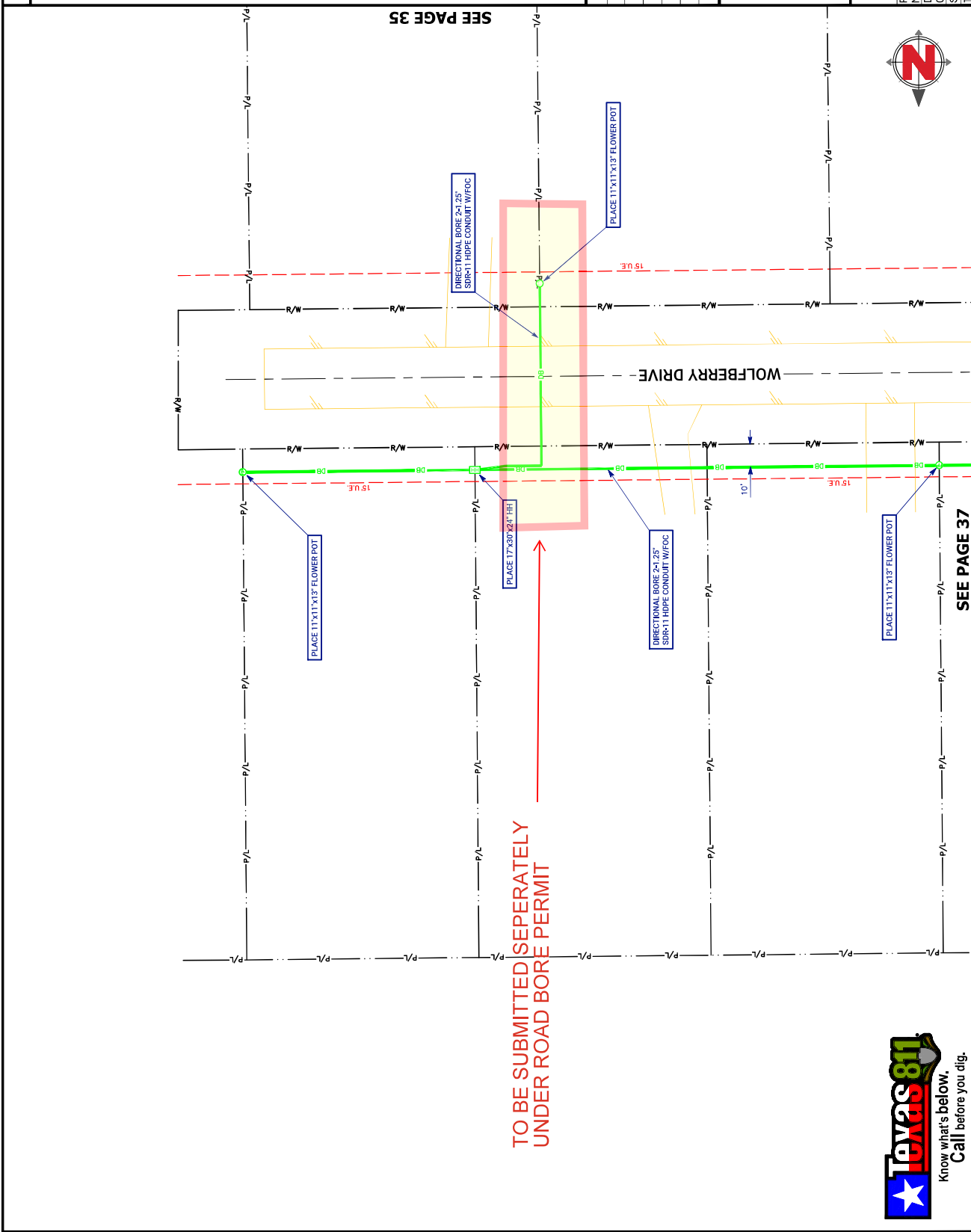
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REVISIONS	



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JRTN FTTH 2025 H2001	
PROJECT NUMBER: 53293935	I.O. AREA: JORDANTON
DRAWN DATE: 02.07.2025	EXCH. CODE: 70428
ENGR: Apex Civil Solutions	ENTY: ATASCOSA
PHONE: 945.245.APEX	FILE: 333333.Dwg Sheet 02 of 04
SCALE: 1:40	TAX DISTRICT: ---
PAGE: 38 OF 38	SEC: ---



TO BE SUBMITTED SEPERATELY
UNDER ROAD BORE PERMIT



Notice of Proposed Commercial Installation
Utility Line on Non-Controlled Access Roadway

Residential Use: _____
FEE: 500⁰⁰

Commercial Use: X
PAID: 500⁰⁰

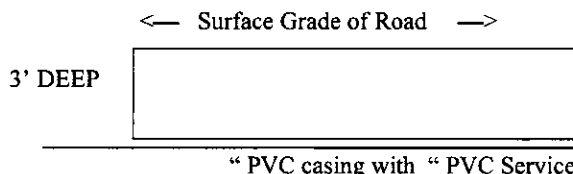
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 2/17/25

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber by directional boring
line within the right-of-way of Taylor Rd in Precinct 3
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 0.5/mile

(Please see attached map)
—Diagram Location



****(NOTE—IF APPLICABLE CASING TO BE PLACED 30" BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
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4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
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Is attached _____ **OR** Will be submitted with T-4 permit _____ (Check One)

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No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: "*low pressure transmission pipeline of less than 1 mile.*")

proposed line is fiber optic with zero voltage

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By (Print) Ken Wilson - Housley Group
Signature *Ken Wilson*
Title Engineering Dept Manager
Address 3550 S Bryant Blvd
San Angelo, Tx 76903
Phone No. 972-977-0161
Fax No. _____

To: _____

Roadway Taylor Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 3 Atascosa County, Texas
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152 Ben Parker
Pleasanton, TX 78064

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384 Shale Rd
Pleasanton, TX 78064

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

FRONTIER COMMUNICATIONS

JRTN FTTH 2025 H4001

5323939

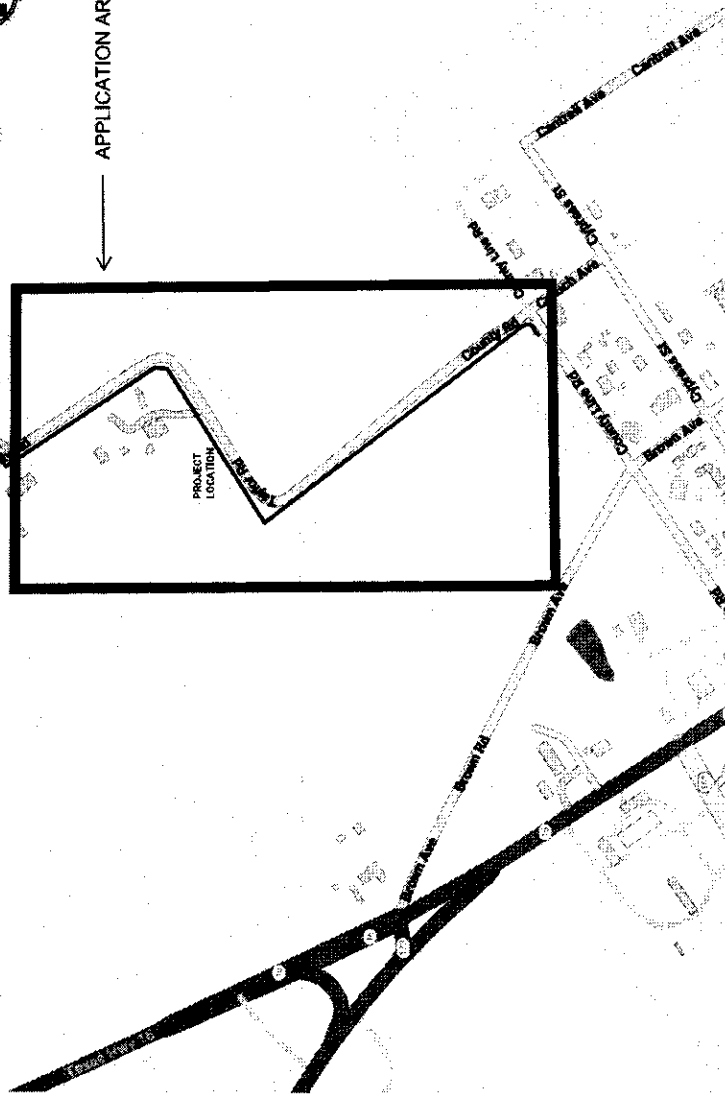
TAYLOR ROAD FROM COUNTY LINE

ROAD NORTH 0.5 MILES

VICINITY MAP



APPLICATION AREA



SHEET INDEX	
SHEET #	TITLE
01	COVER SHEET, CONTACTS
02	LEGEND, DETAILS
03-07	PUMPS
08	TCP

ESTIMATED PROJECT TOTALS	
DESCRIPTION	QUANTITY/UNIT
TRENCH + CONDUIT	FT
DIR. BORE + CONDUIT	2,442 FT
DIR. BORE + CASING	FT
PULL THRU EX FRONTIER DUCT	FT
PULL THRU EX LEASE DUCT	FT
PULL THRU EX SOC	FT
PLACE VAULT	EA
PLACE MANHOLE	6 EA
PLACE MANHOLE	EA
PLACE RECESSED	EA
PLACE FLOWER POT	1 EA
PLACE TIGHT DUCT TUB (DHT)	EA
R & R SIDEWALK	SF
R & R PAVEMENT	SF
AERIAL: NEW BUILD	FT
AERIAL: DROP	FT
AERIAL: OVERHEAD GUY	FT
U-GUARD RISER ON POLE	EA
DOWN GUY + ANCHOR	EA

CONTACTS

FRONTIER COMMUNICATIONS

ENGINEERING: CARRIN ALBRECHT
201-225-0843
EMAIL: carrin.albrecht@fc.com
CONSTRUCTION: ANDY CRENSHAW
214-224-4008
EMAIL: andy.crenshaw@fc.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP
BRANDON HEBERT
512-674-4010
EMAIL: bhebert@hgc-inc.com

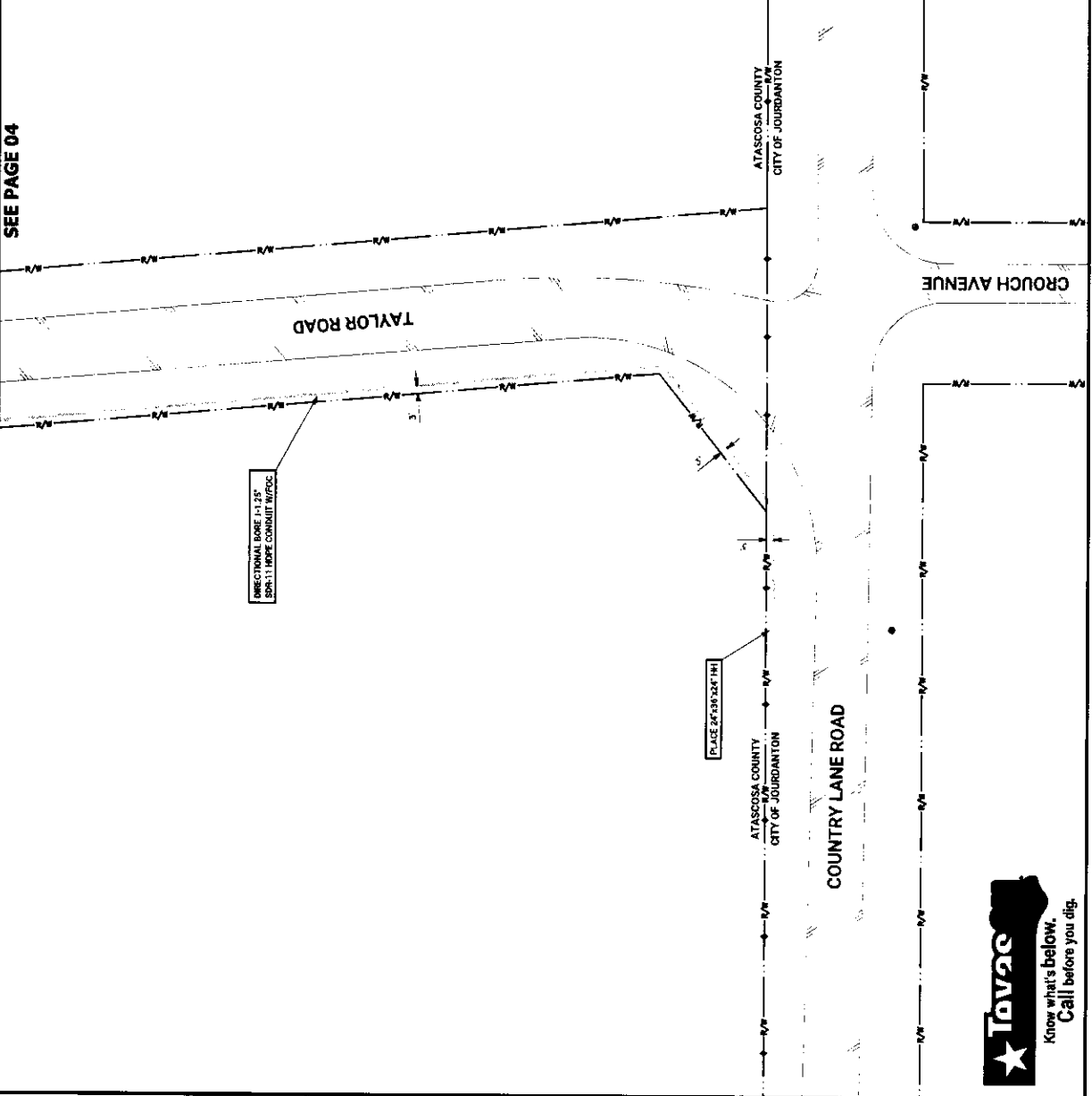
REVISIONS

Frontier
COMMUNICATIONS

FIBER CONSTRUCTION
JRTN FTTH 2025 H4001

PROJECT: 5323939
C.O. AREA: JORDANTON
NUMBER: EXCH. CODE: 70428
DRAWN DATE: JENGR Apex Civil Solutions | CNTY: ATASCOSA
02.07.2025 | PHONE: 945.245.APEX | FILE: 5323939-Apex Civil
SCALE: 1"=40' | TAD DISTRICT: --- | PAGE: 01 OF 07
TWS: --- | RING: --- | SEC: ---

SEE PAGE 04



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, MO BOUNDARY SURVEY, OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

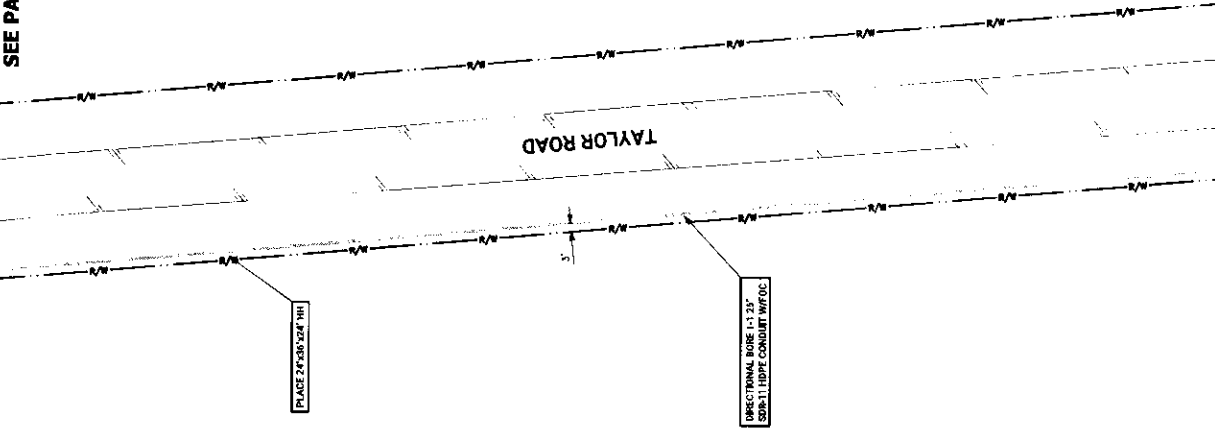
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD SURVEY. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION	
JRTN FTTH 2025 H4001	
PROJECT NUMBER	5329939
C.O. AREA	JOURDANTON
EXCH. CODE	70428
DRAWN DATE	10/07/2025
ENGINEER	ATASCOSA COUNTY
PHONE	846.245.APEX
FILE	33286 - Nevada County
SCALE	1:40
TAX DISTRICT	---
PAGE	03 OF 07
TRNG	---
SEC	---

SEE PAGE 05



SEE PAGE 03

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION
JRTN FTTH 2025 H4001

PROJECT NUMBER:	5329989	C.O. AREA:	JORDANTON
DRAWN DATE:	02.07.2025	EXCH. CODE:	70428
SCALE:	1:40	FILE:	03030 - Arizona County Map
TMSF:	---	PAGE:	04 OF 07
RNG:	---	SEC:	---



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD SURVEY. FIELD SURVEY HAS BEEN CONDUCTED TO THE EXTENT POSSIBLE TO LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

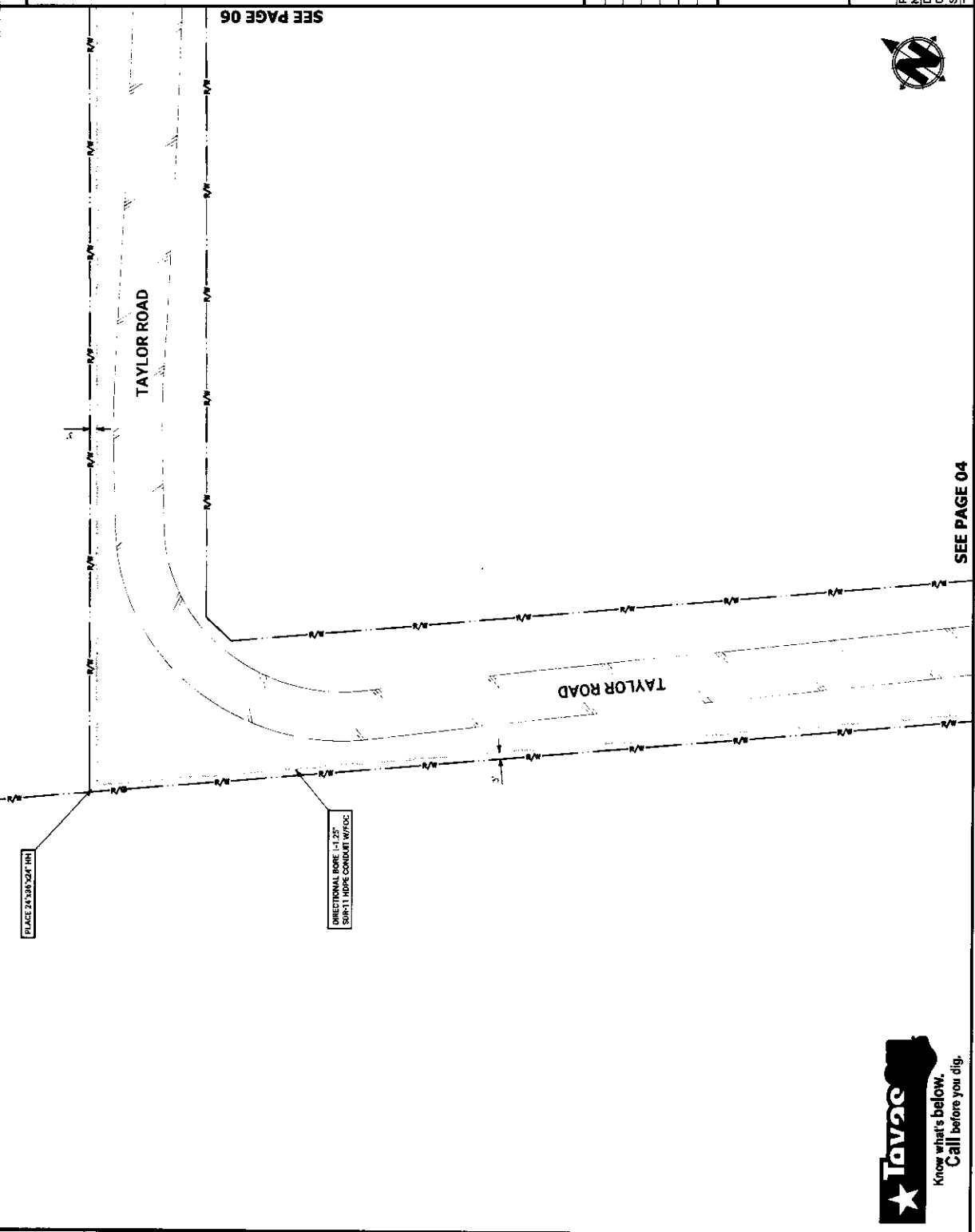
REVISIONS	



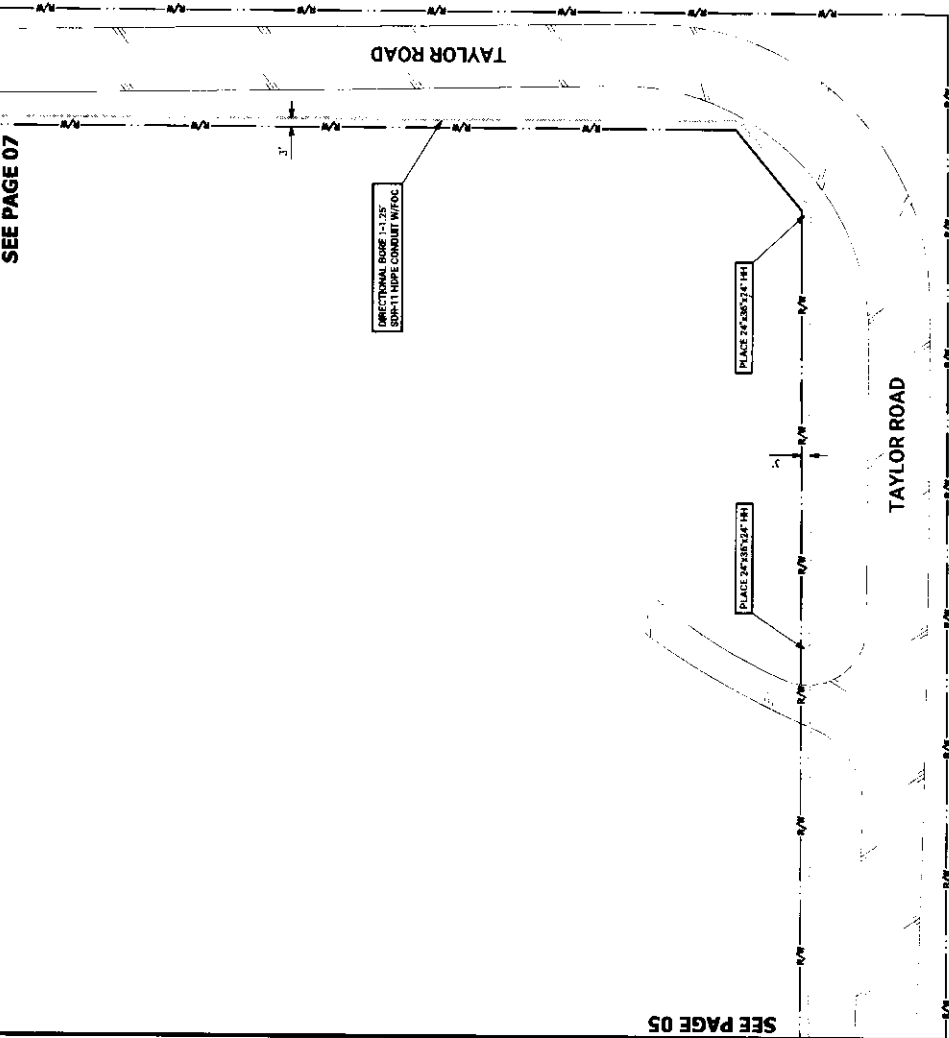
FIBER CONSTRUCTION
JRTN FTTH 2025 H4001

PROJECT NUMBER: 5323939
 C.O. AREA: JORDANTON
 EXCH. CODE: 70428

DRAWN DATE: 02.07.2025
 ENGR. APPR. DATE: 02.07.2025
 PHONE: 945.245.APEX
 FILE: 10000 - Apex (Civil) (A) (M)
 SCALE: 1:40
 TAX DISTRICT: ---
 PAGE: 05 OF 07
 WBS: ---
 RING: ---
 SEC: ---



SEE PAGE 07



SEE PAGE 05

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION, NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

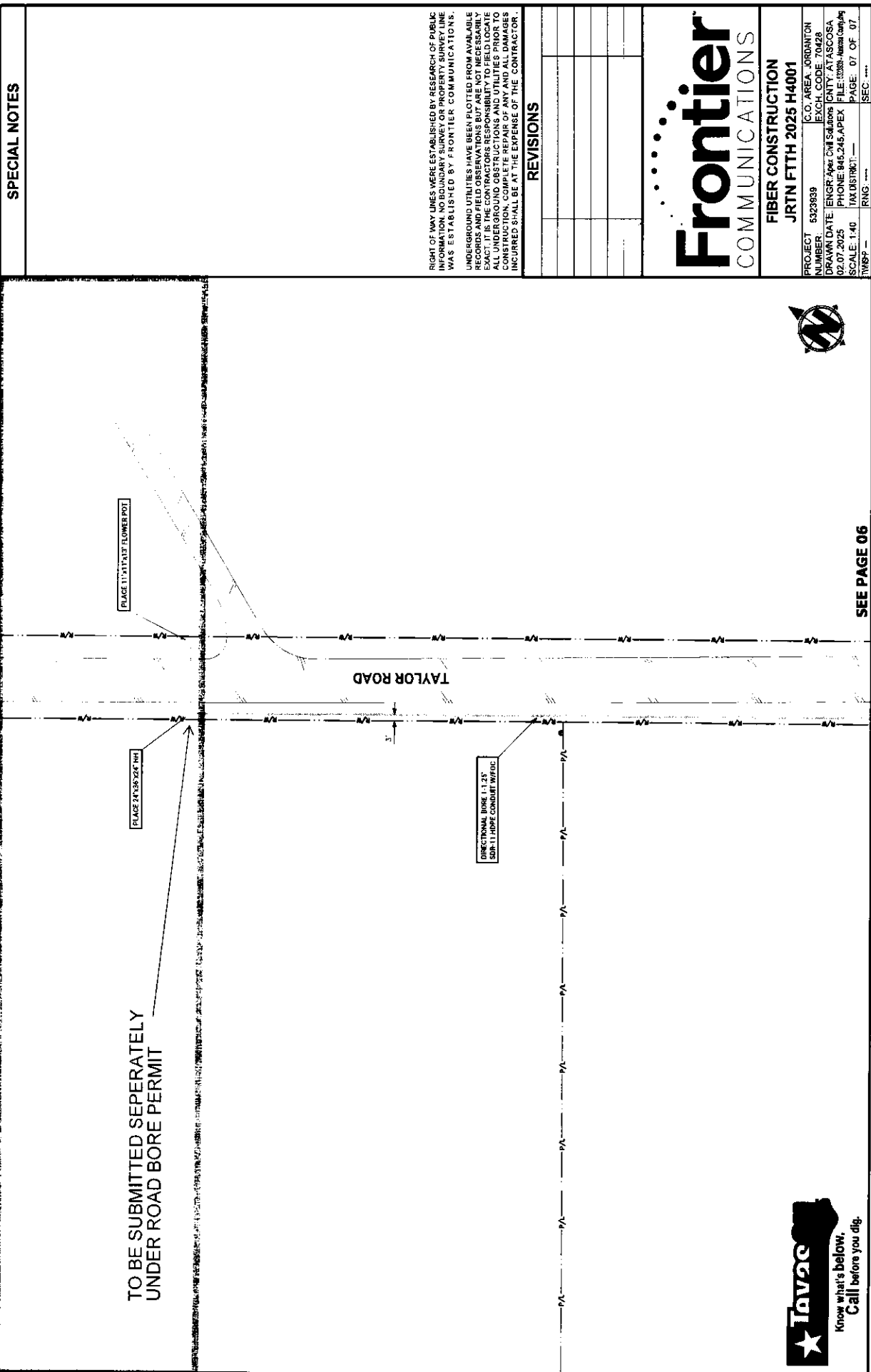
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD SURVEY. FRONTIER COMMUNICATIONS DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS



FIBER CONSTRUCTION	
JRTN FTTH 2025 H4001	
PROJECT NUMBER	5323539
C.O. AREA	JORDANTON
EXCH. CODE	70428
DRAWN DATE	02.07.2025
ENGINEER	AT ASCOSA
PHONE	945.245.4565
FILE	132038 - Newell (06/19)
SCALE	1:40
TAX DISTRICT	06
PAGE	06 OF 07
RNG	---
SEC	---





SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

REVISIONS

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Frontier

COMMUNICATIONS

FIBER CONSTRUCTION	
JRTN FTTH 2025 H4001	
PROJECT NUMBER	5329539
C.O. AREA	JORDANTON
EXCH. CODE	70428
DRAWN DATE	ENGR. Xref: Cml Salinas CNTY AT ASCOSA
02.07.2025	PHONE 845.245.APEX FILE 1000A-NataliaCamArg
SCALE: 1"=40'	TAX DISTRICT: ---
THBTS: ---	RNG: ---
SEC: ---	PAGE: 07 OF 07



SEE PAGE 06

Know what's below.
Call before you dig.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 17.

Meeting Date: 02/24/2025
Item Title: November Minutes
Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action concerning approval of Commissioners'
County Clerk: Court Minutes for November 2024.

Recommendation/Action Requested and Justification

Request approval of the Commissioners' Court Minutes for November 2024.

AGENDA REQUEST (GENERAL)

Agenda Item 18.

Meeting Date: 02/24/2025

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action concerning accepting a quote from LiftOff
I.T. Manager: LLC for Microsoft Licensing in the amount of \$106,051.92 and transferring our
licenses from SHI to LiftOff. Agreement has been reviewed by the County
Attorney.

ATTACHMENTS

Information



QUOTE

as of 1/31/2025

Bill to:

Atascosa County, TX
1 Courthouse Circle Drive
Ste. 100
Jourdanton, TX 78026

Ship to:

Atascosa County, TX
1 Courthouse Circle Drive
Ste. 100
Jourdanton, TX 78026

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 G3 GCC	AAA-11894	12	25.30	300	\$ 91,080.00
Entra ID P1 GCC	MQM-00001	12	5.70	299	\$ 20,451.60
Entra ID P2 GCC	MQN-00001	12	8.50	1	\$102.00
Audio Conferencing GCC	NYH-00001	12	0.00	300	\$0.00
LiftOff One Time Discount	-	-	-5%	-	-\$5,581.68

SubTotal: \$ 111,633.60

Discount: **-\$5,581.60**

Total: \$ 106,051.92

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will immediately send an invoice. Once we receive payment, we will place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Atascosa County, TX** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates. “SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

Exhibit B

Microsoft Cloud Agreement – AOSG Commercial

This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually (“Customer” or “you”), and Microsoft Corporation (“Microsoft”). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 15.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

- a. Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
 - (i) Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
 - (ii) Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.
- b. Online Services.** Customer may use the Online Services as provided in this agreement.
 - (i) Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
 - (ii) Suspension.** Microsoft may suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.
 - (iii) End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.
 - (iv) Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.
 - (v) Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer’s accounts or authentication credentials or any security incident related to the Online Services.

-
- c. License transfers.** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.
- d. Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- e. Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- f. Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- g. Verifying compliance for Products.**
- (i) Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.
- (ii) Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
- (iii) Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

- a. Choosing a Reseller.** Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.

-
- b. Available Subscription offers.** The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:
- (i) Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.
 - (ii) Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.
 - (iii) Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.
 - (iv) Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.
- c. Ordering.**
- (i)** Orders must be placed through Customer's designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
 - (ii)** Customer's Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.
- d. Pricing and payment.** Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer's Reseller.
- e. Renewal.**
- (i)** Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.
 - (ii)** Customer's Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.
- f. Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:
- (i)** For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;
 - (ii)** For government offers, the requirements listed at <http://go.microsoft.com/government>; and
 - (iii)** For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.
- Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.
- g. Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

- a. Agreement term and termination.** This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. Customer may terminate this agreement at any time

by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer's right to place new orders for additional Products under this agreement.

- b. **Termination for cause.** If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.
- c. **Cancel a Subscription.** Customer's Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

- a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Reseller's administrative privileges; (iii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer's agreement with its Reseller and may differ from Microsoft's privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.
- b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
- c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.
- d. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users' consent to the same.
- e. Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

- a. **Limited warranty.**
 - (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
 - (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

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- c. **Disclaimer.** *Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.*

6. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** *Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.*
- b. **By Customer.** *To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.*

7. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

- a. **Online Services.** *For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.*
- b. **Free Products and distributable code.** *For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.*
- c. **Exclusions.** *In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.*
- d. **Exceptions.** *The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.*

8. Support and Professional Services.

Customer's Reseller will provide details on support services available for Products purchased under this agreement. Support services may be performed by Reseller or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

9. Government Community requirements.

Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

- i. Government Community Cloud Services will be offered only within the United States.
- ii. Additional European Terms, as set forth in the Use Rights, will not apply.
- iii. References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- iv. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.
- v. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.
- vi. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

Operational and Ordering Consideration for GCC High:

- i. Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.
- ii. Customer acknowledges that (a) availability of its Office 365 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.
- iii. The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:
 - a. Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.
 - b. Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

10. ITAR Covered Services.

This section applies to only the ITAR Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to manage ITAR controlled data in the Customer Data in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>.

a. Prerequisites:

1. Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
2. Customer acknowledges that the ITAR Covered Services ordered by its under the Enrollment enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the ITAR Covered Services.
3. Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for your End Users’ use of ITAR Covered Services, together with any add-ons, as you determine are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider. Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b. Special Terms.

ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer’s compliance with the ITAR will be dependent, in part, on Customer’s configuration of the services and adoption and implementation of policies and practices for Customer’s End Users’ use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

- c. Personnel.** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.
- d. Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft’s policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors’ compliance with Microsoft’s obligations.
- e. Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:
 1. Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Enrolled Affiliate’s control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

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2. If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or Customer's internal policies.
 3. If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.
- f. **Conflicts.** If there is any conflict between any provision in this Section and any provision in the Agreement, this Section shall control.

11. IRS 1075 Covered Services.

This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>

a. Customer Prerequisites:

1. Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.
2. Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the IRS 1075 Covered Services.
3. Customer is responsible to review Online Services documentation, configure the services, and adopt and implement such policies and practices for Customer's End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for it to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.
4. Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section 11. No other services are supported by the terms of this Section 11. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on your behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this Section 11. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

b. IRS Publication 1075 Special Terms.

1. **IRS 1075 Covered Services.** The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.
2. Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer have agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section 11.

- c. Personnel Records and Training.** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to you or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

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- d. **Training Records.** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.
 - e. **Confidentiality Statement.** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.
 - f. **Cloud Computing Environment Requirements.** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.
 - g. **Use of Subcontractors.** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at <http://azure.microsoft.com/en-us/support/trust-center/>, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

- h. **Security Incident Notification.** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:
 - 1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within your control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.
 - 2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer's internal policies.
- i. **Customer Right to Inspect.**
 - 1. **Audit by Customer.** Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agree that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.
 - 2. **Confidentiality of Audit Materials.** Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Agency, and Agency will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.
 - 3. This Section, 11.i., is in addition to compliance information available to Customer under the OST.

12. Criminal Justice Information Services (CJIS).

This section applies only to the Azure Government CJIS Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>.

a. Customer's Prerequisites

1. Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's Subscription. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.
 2. Please visit <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit <https://azure.microsoft.com/en-us/pricing/enterprise-agreement/>. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.
 3. Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and Customer acknowledges that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledges it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.
 4. Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.
 5. Customer acknowledges that it will keep records of any Covered Entity to which you provide CJIS State Agreements or other CJIS-related documentation it obtains from the state CSA and shall make such records available to Microsoft promptly upon request.
- b. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

13. DFARS 252.204-7012.

Microsoft Azure Government and GCC High both comply with DFARS 252.204-7012 subsections c-g except that for subsection c, Microsoft will report security incidents to Customer in accordance with and as described in the Microsoft Online Services Terms and Customer will be responsible for reporting the incident to DOD, if required, through <http://dibnet.dod.mil>. In addition, it is the Customer's responsibility, not Microsoft's, to obtain a medium assurance certificate. Customer who intends to purchase DFARS compliant Services from Microsoft needs to provide additional information here: <https://azuregov.microsoft.com/regulationcollection>

14. Miscellaneous.

- a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:

Microsoft Corporation

Volume Licensing Group

One Microsoft Way

Redmond, WA 98052

USA

Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

- b. Assignment.** You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.
- c. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- h. Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- k. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- l. Survival.** All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.
- m. U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

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- n. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.
- o. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

15. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Notwithstanding that other Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms, Office 365 GCC High is hereby deemed to be a Government Community Cloud Service, for purposes of this Amendment. The term "Government Community Cloud Services" also includes, without limitation, Azure Government Services and Enterprise Mobility + Security GCC High.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at <http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/> or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> or its successor site.

"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at <https://www.microsoft.com/en-us/TrustCenter/Compliance/> or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at <https://technet.microsoft.com/en-us/library/mt774581.aspx> (for the product super-set, Office 365 US Government) and <https://technet.microsoft.com/en-us/library/mt774968.aspx> (for the product sub-set, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Professional Services" means Product support services and Microsoft consulting services provided to Customer under this agreement. "Professional Services" does not include Online Services.

"Reseller" means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’ jurisdiction and geographic boundaries.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.

“Technical Data” has the meaning provided in 22 C.F.R. § 120.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 02/24/2025
Item Title: Gillespie Annex Storage
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to declare County-owned property as salvage property located at the Gillespie Annex storage building, 25 E 5th St. Leming, Texas, pursuant to LGC Chapter 263, Subchapter D, Section 263.152, (4) (A). The items that need to be declared salvage and disposed of are listed in the attached list, but these items include approximately 25 file cabinets that are damaged or do not work, approximately 15 broken/unsafe desks along with parts/pieces of desks, and several broken/unsafe chairs. These items are not suitable or safe for sale in the County Auction. This item has been reviewed and approved by the County Attorney Molly Solis.

ATTACHMENTS

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AGENDA REQUEST (GENERAL)

Agenda Item 20.

Meeting Date: 02/24/2025
Item Title: Discuss and Consider action to approve the purchase agreement for the sale of a modular building by Atascosa County to Atascosa Health Center, Inc. and authorize the County Judge execute the agreement.
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: Discuss and/or take appropriate action to approve the purchase agreement for
County Attorney: the sale of a modular building by Atascosa County to Atascosa Health Center, Inc. and authorize the County Judge to execute the agreement.

ATTACHMENTS

Letter of Consideration AHC



Atascosa Health Center, Inc.

310 W. Oaklawn, Pleasanton, Texas 78064
Telephone (830) 569-8940 Fax (830) 569-8320

December 31, 2024

Re: Modular building located at: 1501 Campbell Ave. Jourdanton TX. 78026

Dear: Judge Weldon Cude and Atascosa County Commissioners,

Introduction: The **Atascosa Health Center, Inc. (AHC)** is a community-based non-profit (501c3) health care organization with over 48 years of continued service, development, and implementation in providing comprehensive, quality and prevention focused care, primarily in medical, dental, behavioral health and pharmacy care services. AHC's humble beginning was as a **satellite health clinic site located in Poteet, Texas** sponsored by the San Antonio Based Southwest Migrant Association, Inc. (1976-1978). In August 1978, Atascosa County Commissioner's Court took over the U.S. Public Health Service grant supported program and became the official sponsor of the satellite clinic. In April 1980, the county turned over the program to the Atascosa Rural Health Initiative (RHI) Clinic, Inc., a newly formed non-profit community, and consumer-based corporation. The name of the corporation was changed to the Atascosa Health Center, Inc. (AHC) in 2001.

AHC's Philosophy from the beginning years to the present has not changed which is: The AHC adheres to the **philosophy** that the community's well-being and health is the primary concern in planning and operating all agency activities. The AHC is dedicated to serving its patients without regard to race, sex, age, color, religion, national origin, disability, or **ability to pay for services**.

AHC over the last 20 years has been working on re-establishing community-based health care in Poteet TX., and on October 6, 2021, AHC was successful in opening a Federally Qualified Health Center in Poteet, Texas with a one-time grant from the Health Resource and Service Administration (HRSA). Since then, AHC has been working on making the Poteet Community Health Center financially stable. One of the ways was to maximize the number of Patients and Visits; the following is a breakout of said patients and visits:

Calendar Year	2021	2022	2023	2024
Patients	179	1166	1514	1467
Visits	772	4708	5961	5673

Accredited by

Achieved Accreditation by



United Way
of the Coastal Bend



Atascosa Health Center, Inc.

310 W. Oaklawn, Pleasanton, Texas 78064
Telephone (830) 569-8940 Fax (830) 569-8320

Calendar Year

Age Categories	2021	2022	2023	2024
0 to 5 Yrs.	3	21	70	63
5 to 10 Yrs.	10	79	112	87
10 to 17 Yrs.	7	117	214	184
18 to 64 Yrs.	138	824	981	978
65 + Yrs.	21	125	137	155
Total	179	1166	1514	1467

AHC has a single-Family Nurse Practitioner who is at his maximum in patient volume. AHC must increase the provider and staffing level to meet the growing volume of patient demand. AHC has asked one of AHC long-term funding Foundations for financial assistance to expand the availability of patient care to meet the growing demand.

Another particularly important goal is to have a facility where AHC does not have a lease or rent payment, a facility large enough to handle the growing patient population in Poteet, and use those dollars to help provide direct patient care to meet the growing patient demand. AHC was successful in obtaining a \$650,000 Grant from the Texas Department of State and Health Services to purchase the current facility and buy medical equipment and furniture. Also, have the land to build a new facility. AHC worked with the current Landlord on purchasing the current facility for AHC to have the ability to keep operations going, meet the short-term demand and time to seek State, Federal and local Foundation funding to build a 5,000 sqft facility, similar to the one AHC built for AHC Live Oak Community Health Center in Three Rivers, Live Oak County Texas. AHC was **not** successful in purchasing the facility from the current owner, there were too many restrictions on the property that would not allow AHC to build a new facility, prevented AHC from doing certain types of healthcare services and the cost was unrealistic. Also, AHC would have to pay Methodist Health System (MHS) the difference from what current appraisal value to what Dr. Alecozay purchased the building from MHS.

Therefore, AHC started looking at other ways to accomplish AHC goals. AHC reached out to the Atascosa County Judge and to the Mayor and City Administrator of Poteet. AHC was surprised by the overwhelming response AHC received from the meetings. Judge Cude informed AHC that the county has a modular building that the county might be able to sell to AHC for \$10.00 since AHC is a **501c3** and its primary mission is to provide healthcare services to those who cannot afford healthcare. This is great news for AHC if the county can sell the facility to AHC. AHC next challenge is where in Poteet can AHC place the modular building and have space to build a new state-of-the-art facility for the future. AHC is working on this.

Accredited by



United Way
of the Central Texas



Atascosa Health Center, Inc.

310 W. Oaklawn, Pleasanton, Texas 78064
Telephone (830) 569-8940 Fax (830) 569-8320

Therefore, the AHC Board of Directors respectfully asks the County Commissioners and County Judge to consider selling the modular building for \$10.00 to AHC, the modular building located at 1501 Campbell Ave. Jourdanton, TX. 78026 and the building would be relocated to Poteet once a location is identified.

Respectfully submitted,



Monty Small, CMPE,
CEO Atascosa Health Center, Inc.

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United Way
of the Central Texas



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Judge Cude:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Curtis Vickers
Position:	Economic Development/Project Manager
Pay Rate:	\$28.85 hourly
Salary Budget Area:	012-424-404
Start Date:	03/01/2025
Physical:	complete
Drug Test:	complete

AGENDA REQUEST (GENERAL)

Agenda Item 22.

Meeting Date: 02/24/2025

Item Title:

Submitted For: Weldon Cude, County Judge

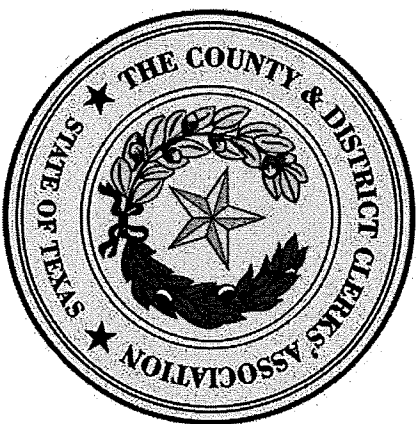
Discuss and/or take appropriate action concerning:

Judge Cude: Update and/or take appropriate action concerning Judge, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education needing to be filed in the court records.

Margaret Littleton has completed 20 continuing education hours at the County & District Clerks Association of Texas.

ATTACHMENTS

Information



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

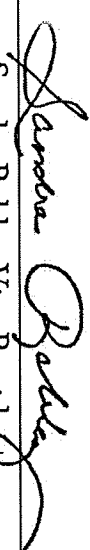
Margaret Littleton

District Clerk

For completing the required 20 hours of Continuing Education for 2024 as prescribed in Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2025.


John F. Warren, President


Sandra Roblez, Vice President