

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
May 12, 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. Judge Cude: Discuss and/or take appropriate action concerning reading and approving the Proclamation declaring May 2025 as Community Action month in Atascosa County.  
Community Council of South Central Texas
5. Trey Porter: Discuss and/or take appropriate action to approve the proposal by  
Maintenance: Synergy Standby Solutions for maintenance of generators. The funds will be paid using budget line 012-460-616 in the amount of \$14,311.00 a year. Reviewed by the County Attorney.
6. Sarah Rihn: Discuss and/or take appropriate action to approve changes to the Local  
Animal Control: Rabies Control Authority for Atascosa County by designating the Atascosa County Animal Control Officer as the Local Rabies Control Authority, replacing the Chief Investigator.
7. Sarah Rihn: Discuss and/or take appropriate action concerning personnel:  
Animal Control:

New Employee: Daniela Vasquez  
Position: Kennel Tech  
Pay Rate: \$19.23 hourly  
Salary Budget Area: 012-477-405  
Start Date: 05/12/25  
Physical: Complete  
Drug Test: Complete

Existing Employee: Sheyanne Luckman  
Position: Animal Control Supervisor  
Pay Rate: \$28.08 Hourly  
Salary Budget Area: 012-477-408  
Start Date: 05/12/2025  
Physical: n/a  
Drug Test: n/a

8. Timothy Gutierrez: Detention Superintendent: Discuss and/or take appropriate action concerning personnel:

Existing Employee: Jame Crady  
Position: Juvenile Supervision Officer (Tier II to Tier I)  
Pay Rate: \$22.94 hourly  
Salary Budget Area: 039-400-562  
Start Date: 5/12/2025

Existing Employee: Carlos Gomez Jr  
Position: Juvenile Supervision Officer (Tier II to Tier I)  
Pay Rate: \$22.94 hourly  
Salary Budget Area: 039-400-562  
Start Date: 5/12/2025

9. Laura Pawelek: Treasurer: Discuss and/or take appropriate action: Request approval to advertise for County Bank Depository bids. Advertising to be run in the newspaper the weeks of (Wednesday) May 14th, (Wednesday) May 21st, (Wednesday) May 28th, 2025. Bids to be opened on (Wednesday) June 9th, 2025 and awarded on Monday, June 23rd, 2025.

10. Laura Pawelek: Treasurer: Discuss and/or take appropriate action to update Atascosa County Investment Policy, Review Date and Relevant Resolutions.
1. Request adoption of resolution for Atascosa County Investment Policy.
  2. Request adoption of resolution to designate the County Treasurer as the Investment Officer and County Auditor as the alternate County Investment Officer.
  3. Request adoption of resolution to designate members of the County Investment Committee.

11. Justin Vasquez: I.T. Discuss and/or take appropriate action concerning accepting a proposal from Vested Networks, LLC to become our new provider for desk phones and phone service, authorizing the County Judge to sign and execute.
12. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the following permits:
  - A. Discuss and/or take appropriate action concerning approval/denial of the Utility Right-of-Way Permit for Spectrum/Charter on Old Pleasanton Rd in Precinct 1.
  - B. Discuss and/or take appropriate action concerning approval/denial of the Utility Right-of-Way Permit for Spectrum/Charter on Bruce Rd in Precinct 1.
13. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the commercial driveway for Tmobile/Branch Towers on Old Pleasanton Rd in Precinct 1.
14. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Hurd Family on Tumlinson Rd and PR Lane Dr in Precinct 1.
15. Britni Van Curan: Rural Development : Discuss and/or take appropriate action concerning approval/denial of the Utility Right-of-Way Permit for a permanent water line in the Stevens Road Right-of-Way for Wild Springs Investments in Precinct 2.
16. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Liberation Ranches on W State Highway 97 and County Road 321 in Precinct 3.
17. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for Javelin Energy Partners Mgmt. on County Road 347 in Precinct 3.
18. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Conoco Phillips/Marathon Oil from the intersection of Fm 99 south along right-of-way for County Road 411 for 1 mile until it turns onto private property in Precinct 4.
19. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the approval/denial of the Temporary Water Line Permit for EOG running 1.75 miles down County Road 427 in Precinct 4.
20. Comm. Riley: Discuss and/or take appropriate action concerning personnel:
 

Existing Employee:	Johnny West
Position:	County Worker/CDL Driver
Pay Rate:	\$24.23 hourly

Salary Budget Area: 024-400-402  
Start Date: 05/12/2025  
Physical: n/a  
Drug Test: n/a

21. Molly Solis: Discuss and/or take appropriate action concerning personnel:  
County Attorney:

Existing Employee: Jamison Reed  
Position: Assistant County Attorney  
Pay Rate: \$121,843.13 yearly SB 22 Grant Budgets  
Funds \$10,000.00

Salary Budget Area: 012-404-422  
Start Date: 05/12/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Michael Block  
Position: Assistant County Attorney  
Pay Rate: \$119,843.13 yearly SB 22 Grant Budget Funds  
\$10,000.00

Salary Budget Area: 012-404-422  
Start Date: 05/12/2025  
Physical: n/a  
Drug Test: n/a

22. Tracy Barrera: Discuss and/or take appropriate action to accept and certify the  
Auditor: donation received by the Atascosa County Animal Shelter, in the amount of \$5,000.00 from Best Friends Animal Society to provide support to the Animal Shelter for food items needed and amend the Atascosa County 2025 Budget to increase the revenue account, Donations 012-300-346 by \$5,000.00 to receive the funds and increase the Atascosa County 2025 Budget line expense, Animal Food, 012-477-510 account by the same amount.

23. Judge Cude: Discuss and/or take appropriate action to approve the Engineering contract with B.M. Cope, INC Engineering water Plant Improvements for the El Oso WSC.

24. **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 and 551.074 Personnel Matters.

1. Discuss and Consider HR Department Assigned Duties and Responsibilities
2. Discuss and Consider Cause 23-05-0324-CVA, Atascosa County vs. Atascosa County Properties, LLC, Riley, Bettie J. and Lucas, James A.
3. Discuss and Consider Pending Litigation Matters

25. **OPEN SESSION**

26. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.  
1. HR Department Assigned Duties and Responsibilities  
2. Cause 23-05-0324-CVA, Atascosa County vs. Atascosa County Properties, LLC, Riley, Bettie J. and ,Lucas, James A.  
3. Pending Litigation Matters
27. Judge Cude: Discuss, review and take action to accept and/or approve any  
Tracy Barrera: invoices and payroll.
28. Judge Cude: Discuss, review and take action on reports submitted.  
Tracy Barrera:
29. COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken). The next Commissioners Court is set for Tuesday, May 27, 2025.
30. 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, May 9th, 2025.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 05/12/2025

**Item Title:**

**Submitted For:** Weldon Cude, County Judge

**Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action concerning reading and approving the  
**Community Council Proclamation** declaring May 2025 as Community Action month in Atascosa  
of South Central County.  
Texas

**ATTACHMENTS**

information

# Proclamation



**WHEREAS**, The Community Council of South-Central Texas, Inc. was established as a Community Action agency on May 11, 1965; and

**WHEREAS**, the service area encompasses the Greater South Central and West Texas Counties of Atascosa, Bandera, Bee, Brewster, Comal, Crane, Culberson, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Hudspeth, Jeff Davis, Karnes, Kendall, Kerr, Kinney, La Salle, Live Oak, Maverick, McMullen, Medina, Pecos, Presidio, Real, Terrell, Uvalde, Val Verde, Wilson, Zavala; and

**WHEREAS**, The Community Council of South-Central Texas is celebrating 60 years of innovation, impact, and providing proven results for Texans in Greater South Central and West Texas; and

**WHEREAS**, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

**WHEREAS**, Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and

**WHEREAS**, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

**WHEREAS**, Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and

**WHEREAS**, Community Action is experienced in advancing opportunities by coordinating federal, state, local, and private resources to achieve results for people and communities; and

**WHEREAS**, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard.

**NOW, THEREFORE**, I Judge Weldon P. Cude of Atascosa County, TX, do hereby proclaim May 2025 as Community Action Month in recognition of the hard work and dedication of all Community Action Agencies.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of Atascosa County, TX, on this day of \_\_\_\_\_ of May, 2025.

SIGNATURE OF:

BY THE: County Judge OF: Atascosa County

ATTEST:

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 05/12/2025

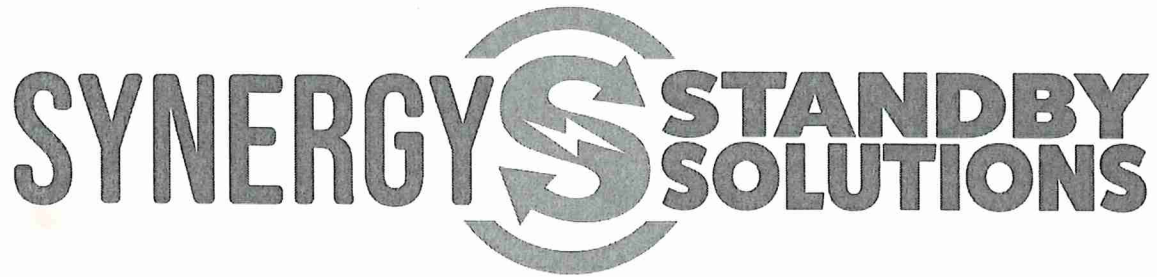
**Item Title:**

**Submitted For:** Trey Porter, Maintenance Supervisor

**Discuss and/or take appropriate action concerning:**

**Trey Porter:** Discuss and/or take appropriate action to approve the proposal by Synergy  
**Maintenance:** Standby Solutions for maintenance of generators. The funds will be paid using budget line 012-460-616 in the amount of \$14,311.00 a year. Reviewed by the County Attorney.

**ATTACHMENTS**  
information



210-789-5368

105 E Cardinal, Floresville, TX 78114

[www.synergystandby.com](http://www.synergystandby.com)

**Generator Maintenance Proposal**

**Atascosa County**



MG 4/28/25

\$14,311 / yr EXCLUDING 4 LIGHT TOWERS

\$115 PER FUEL SAMPLE TEST

At **Synergy Standby Solutions**, we specialize in ensuring that your generators are always ready to perform when you need them most, we understand the importance of reliable backup power, and we're here to provide the support you can count on.

We've prepared a proposal to service all your generators, and here's why we're the right partner for you:

- **Always Available, 24/7/365:** Emergencies don't keep business hours, and neither do we. We're available around the clock, ready to respond quickly and efficiently, no matter the time or day. You can rely on us to be there whenever you need us.
- **Comprehensive Services:** From routine maintenance and fuel management to load banking, testing, repairs, and installation, we provide full-service solutions to keep your generators running at their best. Our goal is to minimize downtime and ensure your equipment is always ready to go.
- **Experienced, Skilled Technicians:** Our team is made up of qualified professionals with the expertise to handle every aspect of generator service. We pride ourselves on providing high-quality, dependable service that you can trust.

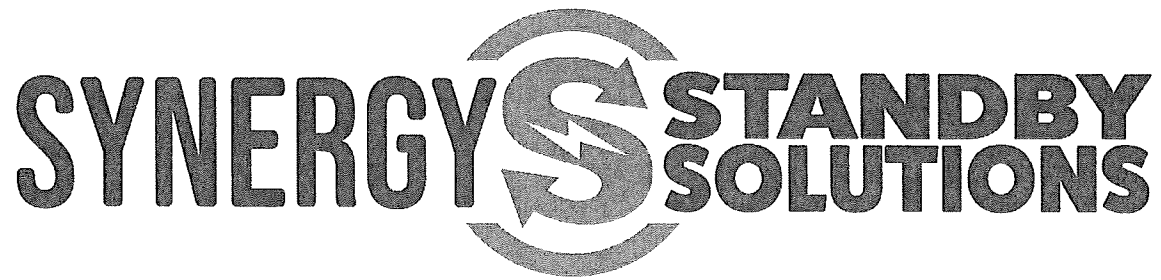
**How the maintenance plan works:** We will perform 2 services per year on this plan. One being a major PM including: changing of all filters, replacing the oil, cleaning the machine, testing all aspects of the machine from the engine to electrical components and transfer switches. Communicating any problems we see or things we think need to be addressed. Then a minor PM which will include the above except the filters and oil.

Please find our proposal attached, which outlines a customized maintenance plan to meet your specific needs. If you have any questions or would like to discuss any details, we're happy to chat at your convenience.

Thank you for considering **Synergy Standby Solutions**. We look forward to the opportunity to work together and ensure your generators remain reliable and fully operational.

Best regards,

**Synergy Standby Solutions**  
210-789-5368  
[reese@synergystandby.com](mailto:reese@synergystandby.com)



**Synergy Standby**  
**Fueling Prices**

Fuel Delivered at the time of a PM:

Rack Price + \$0.50 per gallon (clear diesel)

Fuel Delivered outside of a PM:

\$250 Delivery Fee + Mileage

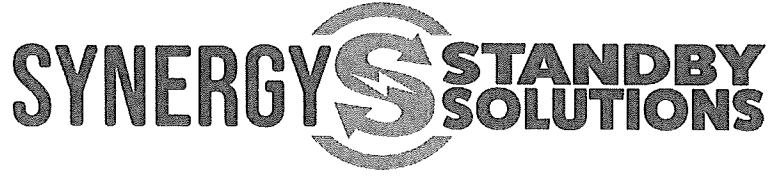
Rack Price + \$0.50 per gallon (clear diesel)

**Generator Systems  
Inspection/Preventive Maintenance Checklist**



Dealer Code		Customer Name							
Generator Set Location/Address			Contact Name			Telephone No.			
Engine Model		Engine Serial No.		Engine Hr. Meter		Date			
Generator Model		Generator Serial No.		KW Rating		Voltage			
Transfer Switch Model		Transfer Switch Serial No.		Unit No.		TI Level			
System Items		Satisfactory		Comments	System Items		Satisfactory		Comments
		Yes	No				Yes	No	
<b>Generator and Controlling System</b>					<b>Lubrication System</b>				
Control Panel & Wiring		<input type="checkbox"/>	<input type="checkbox"/>		Oil		<input type="checkbox"/>	<input type="checkbox"/>	
Breaker Assembly		<input type="checkbox"/>	<input type="checkbox"/>		Oil Analysis		<input type="checkbox"/>	<input type="checkbox"/>	Date of Sample
Strip Heaters		<input type="checkbox"/>	<input type="checkbox"/>		Oil Filters		<input type="checkbox"/>	<input type="checkbox"/>	
Remote Annunciators/Alarms		<input type="checkbox"/>	<input type="checkbox"/>		Oil Pressure		<input type="checkbox"/>	<input type="checkbox"/>	PSI
Rotating Rectifier		<input type="checkbox"/>	<input type="checkbox"/>		Crankcase Ventilation		<input type="checkbox"/>	<input type="checkbox"/>	
Main Rotor/Stator		<input type="checkbox"/>	<input type="checkbox"/>		Lube System Gasket Seals		<input type="checkbox"/>	<input type="checkbox"/>	
Phase Bar/Isolators		<input type="checkbox"/>	<input type="checkbox"/>		<b>Fuel System</b>				
Regulator/Wiring		<input type="checkbox"/>	<input type="checkbox"/>		Fuel Line Connections		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Starting System</b>					Fuel Filters Primary/Secondary		<input type="checkbox"/>	<input type="checkbox"/>	
Batteries		<input type="checkbox"/>	<input type="checkbox"/>	Load Test	Fuel Pressure		<input type="checkbox"/>	<input type="checkbox"/>	PSI
Battery Charger		<input type="checkbox"/>	<input type="checkbox"/>	Float Rate VDC	Governor/Connections		<input type="checkbox"/>	<input type="checkbox"/>	
Starting Motor		<input type="checkbox"/>	<input type="checkbox"/>		Set Tank/Day Tank		<input type="checkbox"/>	<input type="checkbox"/>	
Alternator		<input type="checkbox"/>	<input type="checkbox"/>	Output VDC	Regulator/NG PSI		<input type="checkbox"/>	<input type="checkbox"/>	
Ignition		<input type="checkbox"/>	<input type="checkbox"/>		<b>Coolant System</b>				
Solenoids		<input type="checkbox"/>	<input type="checkbox"/>		Radiator		<input type="checkbox"/>	<input type="checkbox"/>	
Eng. Wiring Harness/Sensors		<input type="checkbox"/>	<input type="checkbox"/>		Heat Exchanger		<input type="checkbox"/>	<input type="checkbox"/>	
<b>Air Intake &amp; Exhaust System</b>					Coolant		<input type="checkbox"/>	<input type="checkbox"/>	Last Coolant Sample
Air Filters		<input type="checkbox"/>	<input type="checkbox"/>		Gaskets/Seals		<input type="checkbox"/>	<input type="checkbox"/>	
Air Intake Assembly		<input type="checkbox"/>	<input type="checkbox"/>		Hoses & Connections		<input type="checkbox"/>	<input type="checkbox"/>	
Charge Air Cooler		<input type="checkbox"/>	<input type="checkbox"/>		Water Jacket Heater		<input type="checkbox"/>	<input type="checkbox"/>	Temperature
Exhaust Assembly		<input type="checkbox"/>	<input type="checkbox"/>		Fan Drive & Pulley Assembly		<input type="checkbox"/>	<input type="checkbox"/>	
Turbo Assembly		<input type="checkbox"/>	<input type="checkbox"/>		Fan Belts		<input type="checkbox"/>	<input type="checkbox"/>	
Silencer/Muffler		<input type="checkbox"/>	<input type="checkbox"/>		<b>Transfer Switch</b>				
Intercooler		<input type="checkbox"/>	<input type="checkbox"/>		Utility VAC		A	B	C
<b>Load Calculation (NFPA110)</b>					Line to Neutral VAC		A	B	C
Name Plate KVA: _____ x .3 = _____ (30% Rating)				Emergency VAC		A	B	C	
Amps: L1 _____ + L2 _____ + L3 _____ = _____ Amps ÷ 3 = _____ Avg Amps				Line to Neutral VAC		A	B	C	
Avg Amps: _____ x Volts: _____ x 1.732 (for 3ph) ÷ 1000 = _____ KVA				Amps		A	B	C	
If final KVA calculation is greater than 30% of name plate value = "Pass" If final KVA calculation is less than 30% of name plate value = "Fail"					Phase Rotation		CCW <input type="checkbox"/>	CW <input type="checkbox"/>	Hz
Comments & Recommendations									
Service Technician			Date		Customer Representative			Date	





105 E Cardinal Floresville, TX 78114

EMAIL: reese@synergystandby.com PHONE: 210-789-5368

WEBSITE: Synergystandby.com

**1 YEAR - Service Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE**

**12.5 Kw Generac - Radio Tower**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Load bank to be performed at time of minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

Load Bank Testing - 2 Hour
Unit tested for 2 hours at the following steps
* First step at 25% or greater of rated amps for 30 minutes
* Second step at 50% or greater of rated amps for 30 minutes
* Third step at 75% or greater of rated amps for remainder of load bank (1 Hour)
NOTE: This is to test unit under a controlled load to ensure reliability.

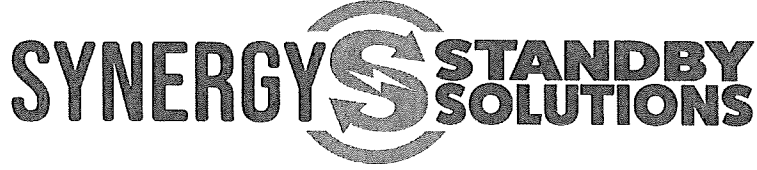
\* Pricing **EXCLUDES** Tax

\* If Tax Exempt please provide tax exemption documentatio

**TOTAL FOR BI-ANNUAL SERVICE: \$ 1,683.00**

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

Please note that this quote from Synergy Standby Solutions is an estimate only and valid for 60 days and may be subject to adjustments. Final pricing and availability will depend on project details and market conditions at the time of purchase.



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**1 YEAR - Service Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE**

**450Kw - Cummins - Justice Center**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Load bank to be performed at time of minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

Load Bank Testing - 2 Hour
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* First step at 25% or greater of rated amps for 30 minutes
* Second step at 50% or greater of rated amps for 30 minutes
* Third step at 75% or greater of rated amps for remainder of load bank (1 Hour)
NOTE: This is to test unit under a controlled load to ensure reliability.

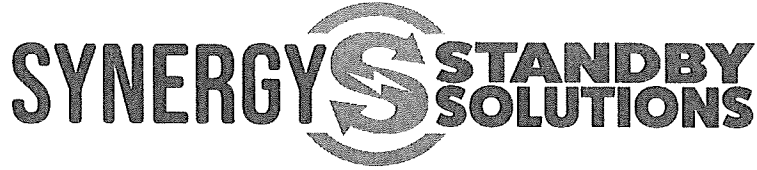
\* Pricing **EXCLUDES** Tax

\* Please provide tax exemption documentation.

**TOTAL FOR BI-ANNUAL SERVICE: \$ 3,365.00**

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

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**1 YEAR - Service Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE**

**450Kw - CAT - Jail**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Load bank to be performed at time of minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

Load Bank Testing - 2 Hour
Unit tested for 2 hours at the following steps
* First step at 25% or greater of rated amps for 30 minutes
* Second step at 50% or greater of rated amps for 30 minutes
* Third step at 75% or greater of rated amps for remainder of load bank (1 Hour)
NOTE: This is to test unit under a controlled load to ensure reliability.

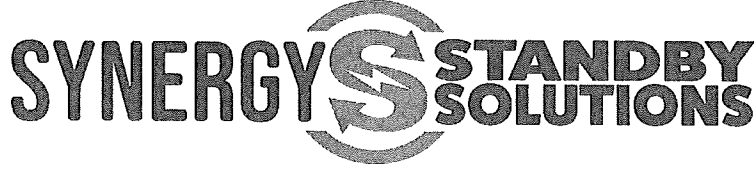
\* Pricing **EXCLUDES** Tax

\* Please provide tax exemption documentation.

**TOTAL FOR BI-ANNUAL SERVICE: \$ 3,399.00**

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

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**1 YEAR - Service Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE WITH LOAD BANK**

**100 KW Genrac - Sn. 2049491 - JV Detention Center**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Load bank to be performed at time of minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

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NOTE: This is to test unit under a controlled load to ensure reliability.

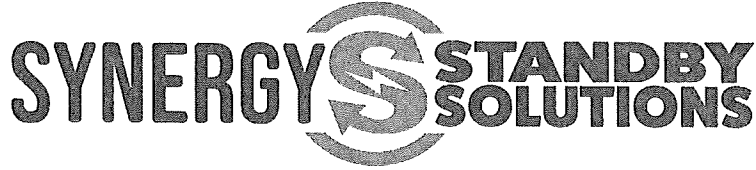
\* Pricing **EXCLUDES** Tax

\* Please provide tax exemption documentation.

**TOTAL FOR BI-ANNUAL SERVICE: \$1,946.00**

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

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**1 YEAR - Service Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE WITH LOAD BANK**

**100 KW Cat - Old Jail - CAT00C44VDB013**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Loadbank to be performed at minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

Load Bank Testing - 2 Hour
Unit tested for 2 hours at the following steps
* First step at 25% or greater of rated amps for 30 minutes
* Second step at 50% or greater of rated amps for 30 minutes
* Third step at 75% or greater of rated amps for remainder of load bank (1 Hour)
NOTE: This is to test unit under a controlled load to ensure reliability.

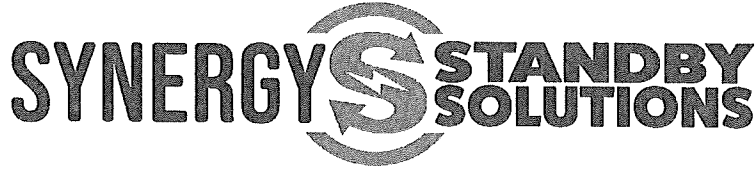
\* Pricing **EXCLUDES** Tax

\* Please provide tax exemption documentation.

**TOTAL FOR BI-ANNUAL SERVICE: \$2,058.00**

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

Please note that this quote from Synergy Standby Solutions is an estimate only and valid for 60 days and may be subject to adjustments. Final pricing and availability will depend on project details and market conditions at the time of purchase.



105 E Cardinal Floresville, TX 78114

EMAIL: reese@synergystandby.com PHONE: 210-789-5368

WEBSITE: Synergystandby.com

**1 Year Proposal with Load Bank**

4/23/25

1 Courthouse Circle  
Jourdanton

78026

**BI-ANNUAL GENERATOR MAINTENANCE WITH LOAD BANK**

**Olympian 50Kw - EMS**

**Scope Includes 1 Major PM, 1 Minor PM and 1 Load Bank test Outlined Below. \*Load bank to be performed at minor PM.**

1. Change Engine Oil (Major)
2. Replace All Filters (Major)
3. Replace Spark Plugs (if equipped) (Major)
4. Visual inspection of generator for current problems or future potential problems (Major & Minor)
5. Any issues pertaining to the generator, automatic transfer or fuel supply will be documented.(Major & Minor)
6. Provided inspection report after each PM is performed (Major & Minor)
7. Clean inside enclosure (Major & Minor)
8. Electrical output test (Major & Minor)
9. Automatic Transfer Switch Test (Major & Minor) \*If approved by customer

**LOAD BANK TEST**

Load Bank Testing - 2 Hour
Unit tested for 2 hours at the following steps
* First step at 25% or greater of rated amps for 30 minutes
* Second step at 50% or greater of rated amps for 30 minutes
* Third step at 75% or greater of rated amps for remainder of load bank (1 Hour)
NOTE: This is to test unit under a controlled load to ensure reliability.

\* Pricing **EXCLUDES** Tax

\* Please provide tax exemption documentation.

**TOTAL FOR BI-ANNUAL SERVICE: \$ 1,860.00**

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

Please note that this quote from Synergy Standby Solutions is an estimate only and valid for 60 days and may be subject to adjustments. Final pricing and availability will depend on project details and market conditions at the time of purchase.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 6.**

**Meeting Date:** 05/12/2025

**Item Title:** Discuss and/or take appropriate action to approve changes to the Local Rabies Control Authority for Atascosa County

**Submitted For:** Sarah Rihn, Shelter Facility Director

**Discuss and/or take appropriate action concerning:**

**Sarah Rihn:** Discuss and/or take appropriate action to approve changes to the Local Rabies Control Authority for Atascosa County by designating the Atascosa County Animal Control Officer as the Local Rabies Control Authority, replacing the Chief Investigator.

**ATTACHMENTS**

LRCA Form

# LOCAL RABIES CONTROL AUTHORITY (LRCA)

The \_\_\_\_\_ of \_\_\_\_\_  
(governing body) (city or county)

designates \_\_\_\_\_ as the Local Rabies Control  
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective \_\_\_\_\_.  
(date)

AUTHORIZING PERSON'S NAME (print): \_\_\_\_\_

AUTHORIZING PERSON'S TITLE (Mayor/County Judge): \_\_\_\_\_

AUTHORIZING PERSON'S SIGNATURE: \_\_\_\_\_

Please print the name and contact information of the appointed individual:

NAME: \_\_\_\_\_

AGENCY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Send a copy of this form to:  
Texas DSHS - Region 8 Zoonosis Control  
7430 Louis Pasteur Drive  
San Antonio, TX 78229  
Fax: (210) 692-1457  
E-Mail: [Region8.Zoonosis@dshs.texas.gov](mailto:Region8.Zoonosis@dshs.texas.gov)



## 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**

Existing Employee:	Sheyanne Luckman
Position:	Animal Control Supervisor
Pay Rate:	\$28.08 Hourly
Salary Budget Area:	012-477-408
Start Date:	05/12/2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

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

New Employee:	Daniela Vasquez
Position:	Kennel Tech
Pay Rate:	\$19.23 hourly
Salary Budget Area:	012-477-405
Start Date:	05/12/25
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:** Existing Employee, new position or promotion

**Requested Action**

Timothy Gutierrez:

Detention Discuss and/or take appropriate action concerning personnel:

Superintendent:

Existing Employee:	Jame Crady
Position:	Juvenile Supervision Officer (Tier II to Tier I)
Pay Rate:	\$22.94 hourly
Salary Budget Area:	039-400-562
Start Date:	5/12/2025



## 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**

Existing Employee	Carlos Gomez Jr
Position:	Juvenile Supervision Officer (Tier II to Tier I)
Pay Rate:	\$22.94 hourly
Salary Budget Area:	039-400-562
Start Date:	5/12/2025

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 9.**

**Meeting Date:** 05/12/2025  
**Item Title:** Depository Bid Contract  
**Submitted For:** Laura Pawelek, County Treasurer

**Discuss and/or take appropriate action concerning:**

**Laura Pawelek:** Discuss and/or take appropriate action: Request approval to advertise for  
**Treasurer:** County Bank Depository bids. Advertising to be run in the newspaper the weeks of (Wednesday) May 14th, (Wednesday) May 21st, (Wednesday) May 28th, 2025. Bids to be opened on (Wednesday) June 9th, 2025 and awarded on Monday, June 23rd, 2025.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 05/12/2025  
**Item Title:** Review of County Investment Policy  
**Submitted For:** Laura Pawelek, County Treasurer

**Discuss and/or take appropriate action concerning:**

**Laura Pawelek:** Discuss and/or take appropriate action to update Atascosa County Investment  
**Treasurer:** Policy, Review Date and Relevant Resolutions.

1. Request adoption of resolution for Atascosa County Investment Policy.
  
2. Request adoption of resolution to designate the County Treasurer as the Investment Officer and County Auditor as the alternate County Investment Officer.
  
3. Request adoption of resolution to designate members of the County Investment Committee.

**ATTACHMENTS**

Investment Policy and Resolutions

# Atascosa County Investment Policy

As Adopted By

Atascosa County Commissioners Court

On

May 13, 2025

# Atascosa County Investment Policy

## Table of Contents

	<b>Page</b>
<b>I. Investment Authority and Scope of Policy</b>	<b>4</b>
General Statement	
Funds included	
County Investment Officer	
<b>II. Investment Objectives</b>	<b>5</b>
General Statement	
Safety and Maintenance of Adequate Liquidity	
Diversification	
Yield	
Maturity	
Quality and Capability of Investment Management	
<b>III. Investment Strategies</b>	<b>6</b>
General Statement	
Investment Strategies Applicable to Fund Types	
<b>IV. Investment Types</b>	<b>7</b>
General Statement	
Types of Investments Allowed	
Prohibited Investments	
<b>V. Investment Responsibilities and Control</b>	<b>8</b>
Investment Institutions Defined	
Qualifications for Approval of Broker/Dealers	
Standards of Operation	
Delivery vs. Payment	
Audit Control	
Standards of Care	
<b>VI. Investment Reporting and Performance Evaluation</b>	<b>10</b>
Quarterly Report	
Notification of Investment Changes	
<b>VII. Investment Collateral and Safekeeping</b>	<b>11</b>
Collateral or Insurance	
Safekeeping	

<b>VIII. Investment Committee</b>	<b>12</b>
Members	
Scope of Authority	
Meeting Requirements	
<b>X. Non-County Funds</b>	<b>13</b>
Tax Assessor/Collector	
County Clerk Registry	
District Clerk Registry	
<b>Appendix A - Resolutions</b>	
<b>Resolution Adopting Investment Policy for Atascosa County</b>	<b>14</b>
<b>Resolution Designating County Treasurer as Investment Officer</b>	<b>15</b>
<b>Resolution Designating Members of County Investment Committee</b>	<b>16</b>

## **I. Investment Authority and Scope of Policy**

### General Statement

This policy satisfies the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Public Funds Investment Act that required a county to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution not less than annually as provided by Section 2256.005(e). See Resolutions, Appendix A.

### Funds Included

This investment policy applies to all financial assets of all funds of the County of Atascosa, Texas, at the present time plus any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Atascosa County and any depository bank.

### County Investment Officer

In accordance with Sec. 116.112(a), Local Government Code and Chapter 2256, Sec. 2256.005 (f) and (g), the County Investment Officer, under the direction of the Atascosa County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County.

The Commissioners Court shall designate by resolution the County Treasurer as the County Investment Officer. See Resolutions, Appendix A.

In the event that the County Treasurer, or the County Treasurer's authorized deputy, is unavailable and there is an urgent need for an investment action to be taken, the County Auditor may act as an Alternate Investment Officer subject to the same requirements of these policies and Chapter 2256 of the Government Code applicable to the Investment Officer.

If the Investment Officer has a personal business relationship with an entity--or is related within the second degree by affinity or consanguinity to an individual--seeking to sell an investment to the county, the Investment Officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Commissioners Court of Atascosa County in accordance with Government Code 2256.005 (i).

As specified in Section 2256.008(a), the County Treasurer shall attend at least one training session containing at least 10 hours of instruction relating to the responsibilities under subchapter A of Chapter 2256 within 12 months after taking office or assuming duties. After completion of the first year in office, the County Treasurer must complete in each 12-month period at least 20 hours of continuing education in the performance of duties of the County Treasurer.

## **II. Investment Objectives**

### General Statement

County funds be invested in accordance with federal and state laws, this investment policy, and written administrative procedures. The County will invest according to investment strategies for each fund as hereinafter established in this document per Sec. 2256.005(d).

### Safety and Maintenance of Adequate Liquidity

Atascosa County is concerned about the return of its principal; therefore, safety of principal is the primary objective in all investment transactions. The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for the liquidity necessary to pay obligations as they become due.

### Diversification

It will be the policy of Atascosa County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. The County Investment Officer shall always select investments that provide for stability of income and reasonable liquidity.

### Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the limits imposed by its safety and liquidity objectives, investment strategies, and federal and state laws governing investment of public funds.

### Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment held in the General Fund shall not exceed 24 months.

### Quality and Capability of Investment Management

It is the County's policy to provide training required by the Government Code, Sec. 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability, and knowledge of the County Investment Officer in making investment decisions.

It is desirable that the investment officer achieves and maintains the Certified Investment Officer (CIO) credential offered by the Texas Association of Counties.

### **III. Investment Strategies**

#### General Statement

In accordance with Government Code, Section 2256.005(d), a separate written investment strategy will be developed for each of the fund or group of funds under control of the county.

Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity
- (2) preservation and safety of principal
- (3) liquidity
- (4) marketability of the investment if the need arises to liquidate the investment before maturity
- (5) diversification of the investment portfolio, and
- (6) yield

#### Investment Strategies Applicable to Fund Types

Funds available for investment are maintained in the County Bank Depository. In managing its investment portfolio, the County will specifically avoid the purchase of any investments or pursuit of any investment practices not specifically authorized by this policy.

Investment strategies by group/fund follow:

General Fund — money associated with this fund shall be placed in the Bank Depository when the contractual interest rate is higher than TexPools interest rate to the extent of the collateral provided by the depository. All remaining funds are to be placed in TexPool. The investment objective for funds held by the Bank Depository and investment pool(s) is to maintain safety of principal and provide immediate liquidity while returning the highest possible yield.

Bank Depository is defined as the bank the county has a written agreement with for the purpose of making deposits, writing checks, sending and receiving bank wires, the payment of bills through ACH transactions, the making of employee direct payroll deposits, and other similar banking transactions.

The County Investment Officer may also invest surplus money from the General Fund into investments described below under Other Types of Investments Allowed. The investment objective for Other Types of Investments Allowed is diversification followed by rate of return. Investments allowed by section will generally receive a higher rate of return for reduced liquidity.

Road and Bridge Funds - same as General Fund.

Debt Service Funds — same as General Fund.

Capital Project Funds — same as General Fund.

Tax Assessor/Collector Funds — are to be held by the Bank Depository.

Sheriff Inmate Trust Funds — are to be held by the Bank Depository.

County Clerk Trust Funds — are to be held by the Bank Depository.

District Clerk Trust Funds — are to be held by the Bank Depository.

Self-Insurance Funds — same as General Fund.

Special Revenue (Grant) Funds — same as General Fund.

Funds not listed above (e.g., other funds in the Multiple Account), same as the General.

#### **IV. Investment Types**

##### General Statement

All investments made by the County Investment Officer must comply with Government Code, Public Funds Investment Act (PFIA), Section 2256, as well as all federal, state, and local statutes, rules, and regulations.

##### Other Types of Investments Allowed

Section 2256 allows for many types of investments. This policy serves to identify those investments allowed under Section 2256 that the County Treasurer may invest funds in besides the Depository Bank and TexPool.

As provided by Government Code 2256.009(b), the following are authorized investments:

(1) Obligations of, or guaranteed by, governmental entities

(a) obligations, including letters of credit of the United States or its agencies and instrumentalities.

(b) direct obligations of this state or its agencies and instrumentalities; and

(c) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities.

(2) Certificates of deposit if issued by a state or national bank domiciled in this state that meets the specifications set forth in Sec 2256.10, and is:

- (a) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor.
- (b) secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act; or
- (c) secured in any other manner and amount as provided by law for deposits of the county.

(3) Eligible investment pools (as provided in the Public Funds Investment Act, Sec.2256.016 2256.019). The Atascosa County Commissioners Court must authorize and adopt by resolution each investment pool used for County funds.

#### Prohibited Investments

The County Investment Officer may not invest in securities prohibited by Sec 2256.009(b).

### **V. Investment Responsibilities and Control**

#### Investment Institutions Defined

The County Investment Officer shall invest County funds with or through any or all of the following institutions or groups consistent with federal and state law and the County Depository Bank contract.

- (1) County Depository bank.
- (2) Other state or national banks domiciled in Texas that are insured by FDIC;
- (3) Public funds investment pools. The following Local Government Investment Pools (LGIPs) are authorized:
  - (a) TexPool, managed by Lehman Brothers or its successors
  - (b) TexPool Prime, managed by Lehman Brothers or its successors
  - (c) TexStar, managed by JP Morgan Chase & Company or its successors, and (d) Texas Class, managed by MBIA Asset Management or its successors.
- (4) Qualified and approved government securities brokers and dealers.

#### Collateral

The County Investment Officer will monitor account balances at the County Depository Bank and other banks where either the county has either CD's or checking accounts to ensure that all county funds are fully collateralized.

#### Qualifications for Approval of Broker/Dealers

In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall write a letter to Atascosa County to the effect that the registered principal has:

- (1) received and viewed the investment policy of the county; and
- (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude improper investment activities arising out of investment transactions conducted between the county and the organization.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above. In addition, the Commissioners Court must adopt by resolution the broker/dealer to be used by the county before any transactions can be placed. See Attachment C for a copy of the required certification.

#### Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent this investment policy.

#### Delivery vs. Payment

It will be the policy of the County that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

#### Audit Control

The Atascosa County Investment Officer will establish liaison with the Atascosa County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

The Investment Officer is subject to audit by the Atascosa County Auditor. In addition, the Atascosa County Commissioners Court, at a minimum, will have an annual financial audit of all County funds performed by an independent auditing firm, as well as an annual compliance audit of management controls on investments and adherence to the entity's established investment policies in accordance with Gov. Code 2256.005(m).

## Standard of Care

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority: preservation and safety of principal, liquidity, and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the County's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the 'Mitten investment policy of the county.

## **VI. Investment Reporting and Performance Evaluation**

### Quarterly Report

In accordance with Government Code 2256.023, the Investment Officer shall prepare and submit to the Commissioners Court a monthly report of all investment transactions for all funds for the preceding reporting period within a reasonable time of the end of the period.

The report must:

- (1) describe in detail the investment position of the county on the date of the report.
- (2) be prepared and signed by the investment officer(s) of the county.
- (3) contain a summary statement of each pooled fund group that states the: (A) beginning market value for the reporting period.  
  
(B) additions and changes to the market value during the period; and  
  
(C) ending market value for the period.
- (4) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
- (5) state the maturity date of each separately invested asset that has a maturity date.
- (6) state the account or fund or pooled group fund in the county for which each individual investment was acquired; and

(7) state the compliance of the investment portfolio of the county as it relates to: (A) the investment strategy expressed in the county's investment policy and (B) relevant provisions of this chapter.

(8) state the total rate of return.

#### Notification of Investment Changes

The County Investment Officer shall notify the Commissioners Court of any significant changes in county investments prior to being implemented as allowed by the County Investment Policy.

Should the County Investment Policy conflict in any way with all or any part of Chapter 2256, the language of the Government Code shall prevail.

### **VII. Investment Collateral and Safekeeping**

#### Collateral or Insurance

The Atascosa County Investment Officer shall insure that all County funds are fully collateralized or insured consistent with federal and state regulations and the current Bank Depository Contract per Section 2256 and Section 2257 of the Texas Government Code.

Examples of authorized collateral are:

- (1) FDIC insurance coverage.
- (2) Obligations of the United States or its agencies and instrumentalities.
- (3) Obligations of the State of Texas, its agencies, counties, cities, and other political subdivisions.

The County Bank Depository shall provide sufficient collateral to cover the sometimes-significant increases in bank deposits (\$1-3 million) when people pay their property taxes at the end of the calendar year and/or the beginning of a new year when late payment penalties are due.

A bank that is not the County Depository Bank that provides FDIC insured certificates of deposit shall provide collateral that is not less than the amount of the total public funds invested increased by the amount of any accrued interest on the CD's and reduced to the extent that the United States or an instrumentality of the United States insures the CD. The value of the collateral provided shall be based on the market value of the collateral.

#### Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third-party financial institution, or with the Federal Reserve Bank, or with the Federal Home Loan Bank.

All FDIC insured certificates of deposit purchased outside the County Depository Bank shall be held in safekeeping by either the County, or a County account in a third-party financial institution, or with the Federal Reserve Bank, or with the Federal Home Loan Bank. .

All securities pledged by the County Depository Bank shall be held in safekeeping by the County, or a County account in a third-party financial institution, or with the Federal Reserve Bank, or with the Federal Home Loan Bank.

A County Depository Bank as well as a bank providing FDIC insured certificates of deposits shall provide documentation that their Board of Directors or Loan Committee, as appropriate, passed a resolution approving the commitment of collateral and delivery of same to safekeeping entities. The purpose of this is to secure the County's security interest in collateral as provided by the Financial Institutions, Reform, Recovery and Enforcement Act of 1989 (FIRREA).

A bank other than the County Depository Bank that provides FDIC insured certificates of deposit that is less than the FDIC insurance amount including interest, is exempt from any additional collateral requirements

#### Custodial Obligations

Bank agrees to provide the County with a monthly report of collateral to include a description of the pledged securities including CUSIP, par value, and market value.

### **VIII. County Investment Committee**

#### Members

The County Investment Committee for Atascosa County shall consist of the County Judge, County Treasurer, County Auditor, one County Commissioner, and a citizen of Atascosa County, the latter to be selected and serve as directed by the Commissioners Court.

#### Scope of Authority

The Committee serves to assist the County Investment Officer in evaluating the financial performance and suitability of County investments. The Committee may also assist the County Investment Officer in other investment matters as necessary. Committee recommendations and findings are strictly advisory as the County Treasurer retains statutory responsibility for all County funds within the control of the Treasurer's Office.

#### Meeting Requirements

The Investment Committee shall meet as needed for the purpose of reviewing County investments and their suitability to County needs. Discussion may be made on any topic concerning county investments.

The meeting will be chaired by the County Treasurer. Meeting times will be posted and public attendance encouraged. The Treasurer will allow public comment at the beginning of each meeting.

The County Treasurer will maintain a record of the meeting.

## **IX. Non - County Funds**

The Tax Assessor/Collector, County Clerk, and District Clerk funds fall into this category. These funds are not considered funds that belong to the County but could be considered a liability for the County. All funds in the custody of the Tax Assessor/Collector shall be invested in compliance with Title X, Chapter 2256, Texas Government Code. County Clerk and District Clerk funds will be invested in accordance with Section 17.053(c) of the Local Government Code.

### Tax Assessor/Collector

County funds received by the Tax Assessor/Collector are invested to enhance investment return for the County before the County receives the funds in accordance with Texas Local Government Code Section 113.022. State funds in the custody of the Tax Assessor/Collector may be invested before remitting to the State.

### County Clerk Registry Funds

County Clerk Registry funds are received by court order from the Commissioners Court, County Court at Law, or County Courts. Registry funds may also be received by court order. These funds must be deposited in the County Bank Depository and may then be invested according to the PFIA and any court order.

### District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts. These funds must be deposited in the Bank County Depository and then invested according to PFIA and any court orders.

**Attachment A**

**To**

**Atascosa County Investment Policy**

**Resolution to Adopt Investment Policy for Atascosa County, Texas.**

I do hereby concur with and approve of the herein contained objectives and investment policy for Atascosa County.

\_\_\_\_\_  
Laura Pawelek  
County Treasurer

\_\_\_\_\_  
Date

The Atascosa County Commissioners Court, having read and understood the County's Investment Policy and finding it in compliance with Chapter 2256 of the Texas Government Code, do hereby adopt and approve the County of Atascosa, Texas Investment Policy.

Approved by Commissioners Court in a duly posted meeting this \_\_\_\_\_

\_\_\_\_\_  
Weldon P Cude, Atascosa County Judge

\_\_\_\_\_  
Mark Gillespie  
Commissioner Pct. #1

\_\_\_\_\_  
George Pawelek  
Commissioner Pct. #3

\_\_\_\_\_  
Mark Bowen  
Commissioner Pct. #2

\_\_\_\_\_  
Kennard Riley  
Commissioner Pct. #4

**Resolution to Designate the County Treasurer as the County Investment Officer**

The Atascosa County Commissioners Court, having read and understood the County's Investment Policy, and finding it in compliance with Chapter 2256 of the Texas Government Code, do hereby designate **Laura Pawelek, County Treasurer, as the County Investment Officer.**

Approved by Commissioners Court in a duly posted meeting this\_\_\_\_\_

\_\_\_\_\_  
Weldon P Cude, Atascosa County Judge

\_\_\_\_\_  
Mark Gillespie  
Commissioner Pct. #1

\_\_\_\_\_  
George Pawelek  
Commissioner Pct.#3

\_\_\_\_\_  
Mark Bowen  
Commissioner Pct. #2

\_\_\_\_\_  
Kennard Riley  
Commissioner Pct. #4

**Resolution to Designate Members of the County Investment Committee**

The Atascosa County Commissioners Court hereby designates the members of the County Investment Committee to be the County Treasurer who will be Chairman, County Auditor, a County Commissioner, County Judge, and an Atascosa County citizen serve as directed by Commissioners Court.

Approved by Commissioners Court in a duly posted meeting this\_\_\_\_\_

\_\_\_\_\_  
Weldon P Cude, Atascosa County Judge

\_\_\_\_\_  
Mark Gillespie  
Commissioner Pct. #1

\_\_\_\_\_  
George Pawelek  
Commissioner Pct #3

\_\_\_\_\_  
Mark Bowen  
Commissioner Pct. #2

\_\_\_\_\_  
Kennard Riley  
Commissioner Pct. #4

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 11.**

**Meeting Date:** 05/12/2025

**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 proposal from I.T. Vested Networks, LLC to become our new provider for desk phones and phone service, authorizing the County Judge to sign and execute.

**ATTACHMENTS**

Proposal



Governmental  
Service Proposal

> Not the contract <

<b>Date:</b>		April 29, 2025	
<b>Business Name:</b>	Atascosa County Texas	<b>Rep:</b>	Debbie Baecht
<b>Service Address:</b>	1 Courthouse Circle Dr.	<b>Phone:</b>	903-227-3312
<b>City, State, Zip:</b>	Jourdanton, TX 78026	<b>Email:</b>	<a href="mailto:dbaecht@vestednetworks.com">dbaecht@vestednetworks.com</a>
<b>Contact Name:</b>	Judge Weldon Cude	<b>Main #</b>	830-580-2118
<b>Contact Email:</b>	<a href="mailto:countyjudge@co.atascosa.tx.us">countyjudge@co.atascosa.tx.us</a>	<b>Cell #</b>	

Complete Business Voice Service & Solution					
Qty	Item	Description	Term	Price	Total
26	Site Hosting	NOVA Cloud PBX w/ <b>All Features</b> , Usage & Service	60mo	\$ 15.00	\$ 390.00
257	PBX Stations	(Standard) Hosted User Seat / Extension		\$ 20.00	\$ 5,140.00
6	PBX Stations	(Conference) Hosted User Seat / Extension		\$ 25.00	\$ 150.00
2	PBX Stations	(Cordless) Hosted User Seat / Extension		\$ 20.00	\$ 40.00
21	FAX Stations	NOVA vFax+ (Fax2Email & Portal Fax) w/ Store&Fwd ATA if needed		\$ 18.00	\$ 378.00
<b>Equipment &amp; Onboarding Included (w/ 36-60mo term)</b>		Yealink IP Phones   NOVA Softphone App   Managed Network Firewall ~ Equipment (257 x T46U, 6 x CP925, 2 x W73P)  Onsite Install w/ Zero/minimal down time.   Personalized Setup   Ongoing Support			
<b>Recommended Add-On Solutions</b>		<b>Main ISP</b> > Options for the main internet (+) <b>Backup ISP</b> is advised for stability and redundancy. <b>Vested LTE</b> > We have cellular LTE internet options for primary or backup. <b>Vested Managed ISP</b> > We can shop great internet service & help eliminate account & support headaches!			
<b>NOTES</b>					

This Proposal is confidential and proprietary, valid for 30 days from Proposal date.	Services - Subtotal :	\$ 6,098.00
Customer install includes built-in trial during porting process > Customer Initial _____	State/Local - Sales Tax :	EXEMPT
Early Termination Fee from current carrier? No [X] Yes [ ] If Yes, Vested will pay customer up-to \$_____ > Customer Initial _____	E-911/Location Service :	\$ 110.50
This Vested Service Proposal is NOT the final contract or financially binding. This gets onboarding process started, and final contract will follow if needed.	Total Services MRC :	\$ 6,208.50

**Vested Networks 0-Down powered by partner finance service agreement. A \$100 doc fee assessed at startup.**

- Customer Acceptance -	
Signature: _____	Date: _____
Printed Name: _____	Title: _____
Federal Tax ID (EIN): _____	

By signing this quote, customer is agreeing to the Vested TOS (<https://vestednetworks.com/terms-of-service/>)

CMBL ID: 1822818846400 | HUB ID: 517215 | USAC SPIN ID: 143052055 | Form 499 Filer ID : 833606 | FCC FRN ID: 0026955260

**Thank you for letting us serve you! - Visit us at [vestednetworks.com](https://vestednetworks.com)**



**IMPORTANT: DO NOT CANCEL current phone service!!!**

Please wait until you receive notice that your numbers have completed the porting process and are fully active with Vested Networks. Canceling ahead of time will cause you to lose your phone number(s). Avoid the headache and wait for further instructions.

~!~ Upon port completion, Vested Networks porting team will test all numbers and notify about next steps. ~!~

I, \* Judge Weldon Cude (Authorized User), certify that I am an authorized representative of Atascosa County Texas (Business Name), and have the authority to port my telephone number(s) to Vested.

**CUSTOMER INFORMATION**

> Consult your sales rep or the Vested Networks porting team before filling this out.

Business Name : (via Bill Copy)		Service Address :	1 Courthouse Circle Dr., Jourdanton, TX 78026
Main Number :	830-580-2118	Email :	<a href="mailto:countyjudge@co.atascosa.tx.us">countyjudge@co.atascosa.tx.us</a>

\* Authorized User Signature \*

\* Print Name \*

\* Date \*

By signing above, I understand that I am granting Vested Networks the authority to communicate with my current telephone service provider as well as complete any and all paperwork on my behalf in order to port my phone number(s) away from my current telephone service provider to Vested Networks. I understand that either my electronic or written signature of this request may be accepted. I agree to send Vested Networks a current telephone bill copy as described at the top of this form. I understand that, while not common, my current telephone service provider may assign a charge for porting away, and that I will be responsible to handle any such charges through dispute or payment. I understand that I will be informed if my number is not portable to Vested Networks. I understand that the standard porting time is between five (5) to fifteen (15) business days, and that porting of my number is dependent upon release of my number(s) from my current carrier.

**PHONE NUMBER INFORMATION**

> What numbers do you want to port or move to Vested Networks?  
 > Have more numbers than will fit? Save your fingers! Email to [porting@vestednetworks.com](mailto:porting@vestednetworks.com)

>> Example Label & Number Format: (Main Number) 999-888-7777 <<

(Label) #1		(Label) #21	
(Label) #2		(Label) #22	
(Label) #3		(Label) #23	
(Label) #4		(Label) #24	
(Label) #5		(Label) #25	
(Label) #6		(Label) #26	
(Label) #7		(Label) #27	
(Label) #8		(Label) #28	
(Label) #9		(Label) #29	
(Label) #10		(Label) #30	
(Label) #11		(Label) #31	
(Label) #12		(Label) #32	
(Label) #13		(Label) #33	
(Label) #14		(Label) #34	
(Label) #15		(Label) #35	
(Label) #16		(Label) #36	
(Label) #17		(Label) #37	
(Label) #18		(Label) #38	
(Label) #19		(Label) #39	
(Label) #20		(Label) #40	

**AFTER PORT COMPLETE NOTICE: Cancel old phone service immediately!**

Failure to cancel after the port has completed may result in additional charges from the previous phone service carrier. Vested Networks is not responsible for these additional charges.



# Purchase Order

## Atascosa County Texas

1 Courthouse Circle Dr., Jourdanton, TX 78026  
830-580-2118

DATE: 4/29/25

INVOICE #: 45776

**BILL TO**

Atascosa County Texas  
1 Courthouse Circle Dr.  
Jourdanton, TX 78026  
830-580-2118  
Judge Weldon Cude  
countyjudge@co.atascosa.tx.us

**PAYEE**

Navitas Credit Corp  
203 Fort Wade Road  
STE 300  
Ponte Vadra, FL 32081

**VENDOR**

Vested Networks, LLC.  
809 Office Park Cir  
STE 100  
Lewisville, TX 75057

### PAYMENT TERMS

**DESCRIPTION****AMOUNT**

Vested Networks phone solution. 26x Site Hosting w/ 265x PBX Stations w/ 21x Fax Solutions	\$6,208.50
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TOTAL MONTHLY COMMITMENT FOR : 60mo	\$6,208.50
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**Authorized Signature****Name / Title****Date**

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 05/12/2025  
**Item Title:** Utility Permit - Spectrum  
**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:

A. Discuss and/or take appropriate action concerning approval/denial of the Utility Right-of-Way Permit for Spectrum/Charter on Old Pleasanton Rd in Precinct 1.

B. Discuss and/or take appropriate action concerning approval/denial of the Utility Right-of-Way Permit for Spectrum/Charter on Bruce Rd in Precinct 1.

**ATTACHMENTS**

Spectrum - ROW Permit Old Pleasanton Rd  
Spectrum - ROW Permit Bruce Rd



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

Residential Use: \_\_\_\_\_  
FEE: 500<sup>00</sup>

Commercial Use: Y  
PAID: Y

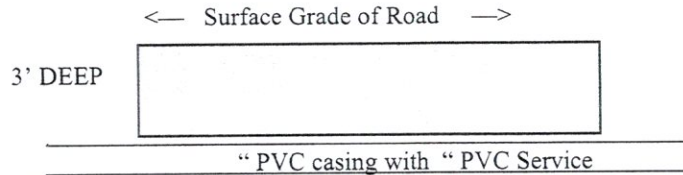
To: County of Atascosa--Commissioners Court  
1 Courthouse Circle Dr.  
Jourdanton, Texas 78026

Date: 3/18/2025

Formal notice is hereby given that Spectrum/Charter  
Company proposes to place a 3,563' of Fiber Optic Cable via Directional Bore  
line within the right-of-way of Old Pleasant Rd from Oak Krest Blvd to Bruce Rd in Precinct 1  
Atascosa County, Texas as follows: (give location, length, general design, etc.)

Spectrum prposes to install 3,563 of Fiber Optics along Old Pleasant Rd from the SW corner of Oak Krest Blvd to Bruce Rd. The Project will include 2 bores under the road to the East side of Old Pleasant Rd and then back to the west side at Bruce Rd

(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 31st day of March, 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.")

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

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.")

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

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. It 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 Spectrum/Charter

By (Print) Phillip Gunn

Signature Phillip Gunn

Title Telecommunications Planner II

Address 1922 Dry Creek Way, Suite 116

San Antonio, TX 78259

Phone No. 303-788-9168

Fax No. \_\_\_\_\_

Submitted by Phillip Gunn of ENTRUST Solutions Group,  
1922 Dry Creek Way, Ste 116, San Antonio, TX 78259  
on behalf of Spectrum a Franchise Utility Company. Work  
will be performed by a Contractor along with Spectrum's  
Construction Coordinator  
pgunn@entrustsol.com | 303-788-9168

To: \_\_\_\_\_

Roadway Old Pleasant Rd, 750' from Oak Krest Blvd  
Beg. RM \_\_\_\_\_ Offset \_\_\_\_\_ End RMOffset \_\_\_\_\_  
County Precincts No. 1 Atascosa County, Texas  
Date: 3/31/2025

**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 2 Commissioner:**  
**Mark Bowen**  
**830-742-3946**  
**1625 FM 3175**  
**Lytle, TX 78052**

**Precinct 3 Commissioner:**  
**George “Butch” Pawelek**  
**830-277-1213**  
**76 Yule Ave**  
**Charlotte, TX 78011**

**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.



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

Residential Use: \_\_\_\_\_  
FEE: 500<sup>00</sup>

Commercial Use: X  
PAID: 4

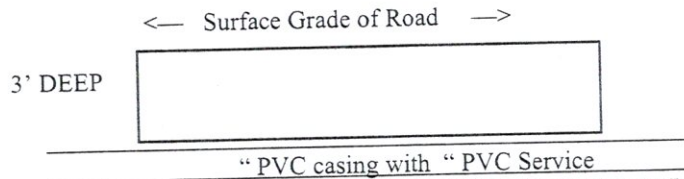
Date: 3/18/2025

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

Formal notice is hereby given that Spectrum/Charter  
Company proposes to place a 775 of Fiber Optic Cable via Directional Bore  
line within the right-of-way of Bruce Rd from the Corner of Old Pleasant Rd in Precinct 1  
Atascosa County, Texas as follows: (give location, length, general design, etc.)

Spectrum proposes to install 775 of Fiber Optics along Bruce Rd from the NW corner of Old Pleasant Rd going West along the North side of Bruce Rd for 755'.

(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 31st day of March, 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.")

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

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.")

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

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 Spectrum/Charter

By (Print) Phillip Gunn

Signature *Phillip Gunn*

Title Telecommunications Planner II

Address 1922 Dry Creek Way, Suite 116

San Antonio, TX 78259

Phone No. 303-788-9168

Fax No. \_\_\_\_\_

Submitted by Phillip Gunn of ENTRUST Solutions Group,  
1922 Dry Creek Way, Ste 116, San Antonio, TX 78259  
on behalf of Spectrum a Franchise Utility Company. Work  
will be performed by a Contractor along with Spectrum's  
Construction Coordinator  
pgunn@entrustsol.com | 303-788-9168

To: \_\_\_\_\_

Roadway Bruce Rd from the NW corner of Old Pleasant Rd  
Beg. RM \_\_\_\_\_ Offset \_\_\_\_\_ End RM Offset \_\_\_\_\_  
County Precincts No. 1 Atascosa County, Texas  
Date: 3/31/2025

**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 2 Commissioner:**  
**Mark Bowen**  
**830-742-3946**  
**1625 FM 3175**  
**Lytle, TX 78052**

**Precinct 3 Commissioner:**  
**George “Butch” Pawelek**  
**830-277-1213**  
**76 Yule Ave**  
**Charlotte, TX 78011**

**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.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 05/12/2025  
**Item Title:** Commercial Driveway - Tmobile/Branch Towers  
**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** commercial driveway for Tmobile/Branch Towers on Old Pleasanton Rd in  
**Development:** Precinct 1.

**ATTACHMENTS**

Application - Tmobile  
Driveway Diagram



**ATASCOSA COUNTY COMMERCIAL DRIVEWAY STANDARDS AND  
PERMITTING PROCESS**

ADOPTED ON: June 25, 2018

## Table of Contents

Section 1: Purpose of Commercial Driveway Policy .....	1
Section 2: Definitions .....	2
Section 3: Driveway Planning and Approval .....	3
Permit and Requirements .....	3
Inspection .....	3
Fees .....	4
Section 4: Driveway Design .....	4
General Requirements .....	4
Materials .....	5
Drainage .....	5
Section 5: Safety Requirements .....	5
Section 6: Enforcement .....	6
Section 7: Exceptions and Appeals .....	6
Section 8: Atascosa County Access Management .....	7
Definition Sketch .....	9
Standard Design .....	10
Section 9: Driveway Permit Checklist Overview .....	11
Permit to Construct Access Driveway Facilities .....	12
Access Driveway Policy .....	14

## **Section 1: Purpose of Driveway Policy**

The purpose of the Atascosa County Driveway Standards and Permitting Process is to promote the public health, safety, and general welfare of the County; to provide an efficient process by which property owners may obtain commercial driveway permits; and to ensure access that does not impede drainage, traffic, public safety, or road maintenance.

## **Section 2: Definitions**

**Bonds** - The approved form of security furnished by the permit applicant and his sureties conditioned upon the faithful performance of the work in strict accordance with all applicable requirements, plans and specifications.

**Commercial Driveway** - A private access roadway designated for non-residential use or for access to five or more residential homes on one tract. This shall include all commercial businesses, multi-family homes, RV parks, and any industrial facility, including an oilfield location, pad site, tank storage and manufacturing site.

**Commissioners Court** - The Atascosa County Commissioners Court.

**County Commissioner** - The Commissioner of a Precinct in Atascosa County or his designated agent.

**County or public easements or right-of-way** - Any right, title or interest in land acquired, claimed or maintained by Atascosa County for road, road drainage and road maintenance.

**Culvert** - A hollow structure of concrete, or other substance, which provides waterway openings to conduct water for drainage purposes.

**Roadway** - The portion of the improved surface used for vehicular access from the edge of a County road to the right-of-way or easement line.

**Start of Construction** - The commencement of any grading, excavation, removal of concrete curb, or setting of culvert pipe on County or public easements or rights-of-way.

## **Section 3: Driveway Planning and Approval**

### **Permit and Requirements:**

The Application for Permit to Construct a Commercial Access Driveway Facility on Atascosa County Right-of-Way (Appendix A) must be completed and submitted to the Atascosa County Sanitarian/Inspector. The Application should include all general applicant information, as well as a location and description of the proposed driveway. Applications for permits must be made by the property owner or their authorized representative.

An applicant seeking to construct a new driveway, modify an existing driveway, or replace an existing driveway must submit all necessary documents, including fees, to the Sanitarian/Inspector for review and approval. The Sanitarian/Inspector will transmit the fee payment to the County Treasurer.

Within ten (10) business days of receipt of an application, a county representative shall review the application and determine if it is complete. If an application is determined to be incomplete, the county representative shall immediately give written notice to the applicant stating the deficiencies in the submittal. Once an Application has been reviewed and is determined to be complete, the Application will then be submitted to the county commissioner whose precinct the driveway is to be in, along with a recommendation from the reviewing county representative. Acceptance by the County of a completed permit application shall not be construed as approval of the application or submitted documents. Upon review by the county commissioner, the Application will be submitted to Atascosa County Commissioners Court for approval. Once approved in Commissioners Court, a permit will be issued.

It shall be unlawful for any person to perform construction activities within a County right-of-way except as authorized by the Commissioners Court in accordance with these policies and procedures. No construction shall commence until the application has been approved.

A commercial driveway must be constructed in accordance with Atascosa driveway standards. Any changes or revisions will require a new Application permit. An Atascosa County representative will review the driveway construction to determine if it is acceptable or if modifications are necessary. If drainage in the surrounding areas is impacted, or will be impacted, because of commercial access driveway construction, applicant must coordinate with an Atascosa County representative.

### **Inspection**

Each proposed driveway application submitted will be subject to inspection by the appointed Atascosa County representative and/or an engineer employed by the County. During construction of the driveway, an inspector may inspect to insure compliance. Upon completion of a driveway, the County will inspect for compliance with the approved permit.

Upon inspection, if a driveway is not approved, the driveway construction will be subject to closure until the issue is resolved. Once resolved, the applicant shall call the County Sanitarian/Inspector to schedule a re-inspection.

## **Fees**

Before a permit is issued, the applicant must pay all necessary fees associated with the permit. The fee for a commercial driveway shall be \$500.00. Depending on additional or unexpected complexities for driveway design the county may add on additional fees to cover its costs. Fees collected for permits shall not be refundable or transferable.

## **Section 4: Driveway Design**

### **General Requirements**

- i. All access driveways shall be for the bona fide purpose of securing access to abutting property and shall not be used for parking or other purposes.
- ii. Permittee shall not interfere with utilities located in the County Right-of-Way. In the event damage occurs, permittee will be liable to the County or other utilities running through the right-of-way.
- iii. Commercial Driveways shall be spaced with a minimum of sixty feet (60') separation. On major thoroughfares, driveways shall be placed with a minimum of one hundred and twenty feet (120') separation.
- iv. Commercial tracts with ninety-five feet (95') or less frontage on a public street shall have no more than one (1) driveway. Commercial tracts with between three hundred twenty feet (320') and ninety-six feet (96') on a public street shall have no more than two (2) driveways. Commercial tracts with between six hundred feet (600') and three hundred twenty-one feet (321') frontage on a public street shall have no more than three (3) driveways.
- v. Each driveway radius should accommodate the appropriate design vehicle.
- vi. Sight requirement-300 foot.
- vii. Unless signed for one-way operation, driveways should be designed to accommodate simultaneous entry and exit by the appropriate design vehicle.
- viii. All County Right-of-Way shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
- ix. Maintenance of all commercial access driveways is the responsibility of the property owner.
- x. The County reserves the right to deny any driveway permit it deems to be unsafe in any way. This can be lack of line of sight, nearness to another driveway or intersection, or any circumstance that may arise.

## **Materials**

- i. All materials must be approved by a County representative and must be consistent throughout the entire construction process.
- ii. Once the proposed driveway design is approved, the cost of all material and installation is the responsibility of the property owner.
- iii. All access driveways shall be paved with a stabilized all-weather surface material to prevent road damages.

## **Drainage**

- i. Adequate drainage shall be maintained in ditches at all times. Drainway must be capable of passing a 10 year storm without water coming onto the road.
- ii. Access driveways shall be constructed to match the grade of the roadway pavement edge or the shoulder edge if a shoulder is present. The driveway shall be designed and constructed in such a manner as to not impede the flow of water away from the roadway pavement.
- iii. Special designs such as bridges will be handled on a case-by-case basis.
- iv. The installation of culverts shall be governed by the following procedures:
  - a. Culverts shall not be set until flow line elevations are set and approved by Atascosa County.
  - b. Culverts shall not be backfilled until an inspection is conducted by Atascosa County to determine that the elevation and grade of the culverts have been correctly set.
  - c. Culverts shall also be inspected upon completion of the placement of cement stabilized backfill, if required, and prior to commencement of driveway construction.

## **Section 5: Safety Requirements**

- i. Proper traffic control measures must be in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices.
- ii. A traffic control plan must be provided for the following:
  - a. Any construction left open overnight requires specific nighttime traffic control measures pursuant to the Texas Manual of Uniform Traffic Control Devices;
  - b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way.

Plan must be attached to the permit and kept at the job site while work is performed. The Plan must also set forth the time of completion of the job.

iii. During construction, all safety regulations of the Texas Department of Transportation shall be observed.

iv. Permittee must take precautions and measures, including placing and displaying safety devices, as may be necessary, to safely conduct the public through the project area.

v. Atascosa County reserves the right to perform any operation within the road right-of-way on a commercial access driveway that is necessary to protect the safety of the public or to preserve the integrity of the roadway.

## **Section 6: Enforcement**

i. The County Sanitarian/Inspector shall be charged with the enforcement of these requirements. If any person violated any provision of these requirements the County Sanitarian/Inspector will attempt to obtain compliance with the requirements. In the event the Sanitarian/Inspector is unable to obtain compliance within a reasonable time, the Sanitarian/Inspector may report the violation to Commissioners Court and the following remedies may be pursued:

a. If any person engages in the construction, or repair of a driveway or culvert crossing a county easement or right-of-way without a permit, the Commissioners Court may direct the County Attorney to file suit to enjoin the violation of these requirements.

b. If any person engages in the construction of a driveway or culvert in any manner except as specified in the county issued permit, the Commissioners Court may direct the County Attorney to file suit to enjoin the violation of these requirements.

c. If any person engages in the construction, or repair of a driveway or culvert crossing a county easement or right-of-way without a permit or engages in the construction of a driveway or culvert in any manner except as specified in the county issued permit, the Commissioners Court may order the landowner to remove or repair the driveway or culvert at the landowner's expense, and discontinue use until the county approves a permit.

## **Section 7: Exceptions and Appeals**

- i. Exceptions to these requirements will be considered only after good and sufficient cause for an exception has been demonstrated by the applicant.
- ii. Residential and agricultural use driveways do not require permits, although the county reserves the right to make sure tie ins to the county road had been done in such a way that drainage is properly managed and road damage is not caused.

iii. Upon denial of a permit, the applicant may appeal the decision by stating and submitting reasons a permit should be issued in writing to the Sanitarian/Inspector within ten (10) working days of the denial of the permit. The Sanitarian/Inspector shall review the appeal and within ten (10) working days of the receipt of the appeal, shall reduce his findings and submit his findings and recommendation to Commissioners Court. The applicant shall be provided with a copy of the Sanitarian/Inspector's recommendations and may appear before Commissioners Court to support an appeal.

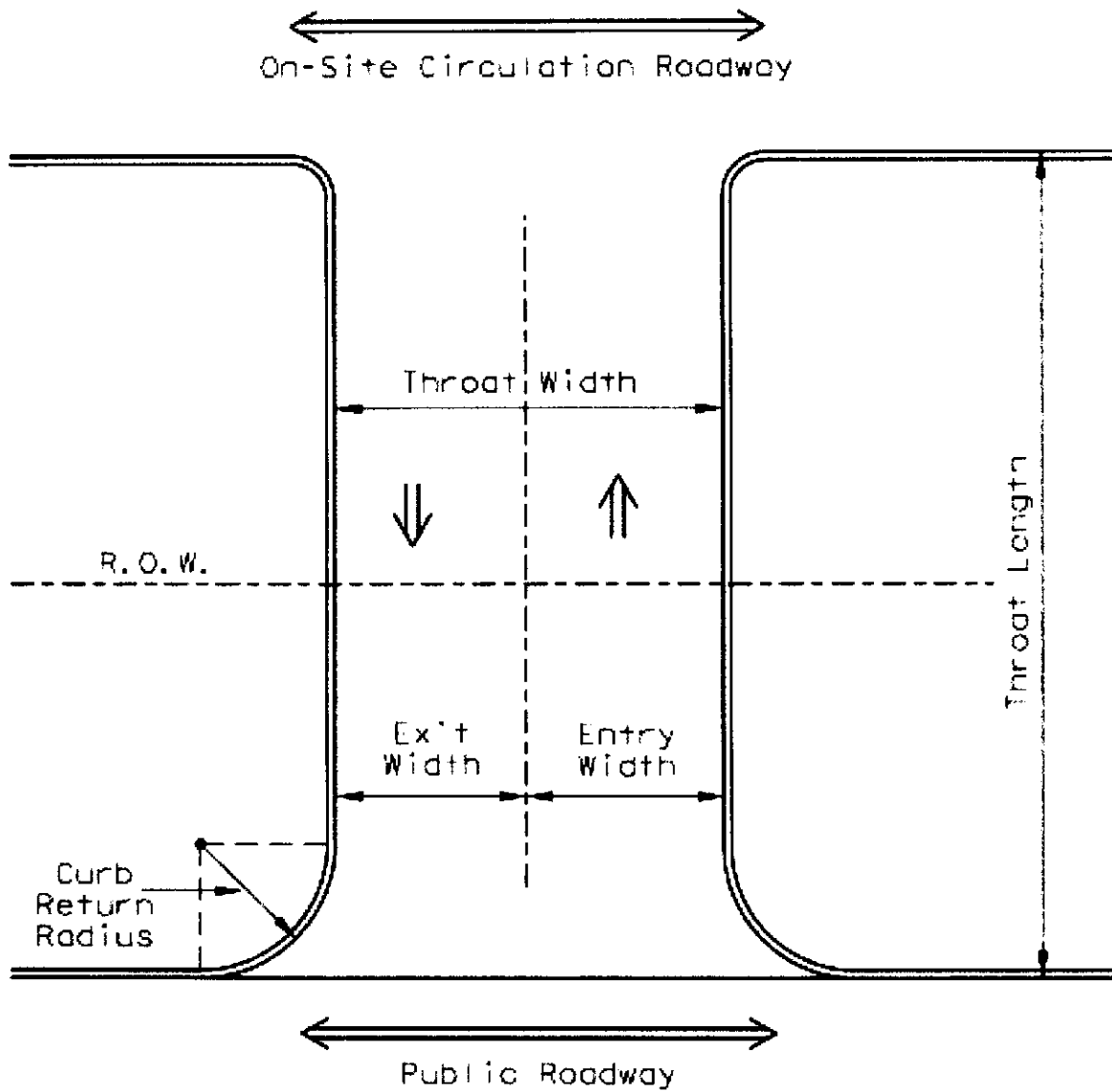
## **Section 8: Atascosa County Access Management**

### **Geometrics for Two-Way Driveway**

The following are standards for two-way driveways:

**(Commercial Driveways)** – At locations where the expected volume of large vehicles is four or more per hour, the design should be based on the appropriate design vehicle. Such situations include, but are not limited to, truck stops, warehouses, and concrete batch plants, sources of aggregate, RV sales/truck sales and RV parks. The design should also consider future roadway traffic and local conditions and incorporate simultaneous two-way driveways if justified.

In cases where one-way operation is appropriate, a condition of the driveway permit should require that appropriate one-way signing be installed and maintained.



Definitions sketch page

Standard Design for Two-way Commercial Driveways

**US Customary Units**

Throat Width (W) (ft)	Radius (R) (ft)
28	25
30	30
40	25
44-50	25
56-62	25

The above table details what the "radius" must be based on the approved "throat width."

### **Section 9: Atascosa County Access Driveway Permit Checklist Overview**

Once applicant has completed the process please return application to the County Clerk for review.

Atascosa County approval is required if the proposed driveway is outside corporate city limits and the driveway is in Atascosa County road right-of-way.

- A Driveway permit is required for all commercial driveways onto Atascosa County road right of way.
- Provide a legal description of the property, the acreage, survey name and tax parcel identification number.
- Classify the driveway usage as Residential, Ranch Operating, Oilfield, Multi-Family Homes and RV Park, or Commercial Business.
- Provide the number of driveways and their approximate width at the property/right of way line.
- Drawing of driveway according to driveway standards.
- Show proposed driveway location with distance from lot corner and the distance between the edge of pavement and property line.
- Label features clearly on submitted applications drawing.
- Distance between existing driveway(s) and proposed driveway.
- Location of existing and proposed driveways and street intersections adjacent to or opposite the property.
- Existing and proposed buildings, walls, fences, signs, poles, water meters, landscaping, etc.
- North Arrow and applicable dimensions

Sign the application and provide a current mailing address and daytime telephone number.



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

Permit Number: _____		
Applicant/Permittee	GPS*	Roadway
Name: Branch Towers VI, LLC	Latitude, Longitude <u>29.117525</u> , <u>-98.494206</u>	Name: Old Pleasanton Rd, San Antonio, TX 78264
Mailing Address: 2761 E Skelly Drive, Suite 100		
City, State, Zip: Tulsa, OK 74105	For County's Use	
Phone number: 918-949-1710	Pct. No.: _____	
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes Branch Towers hereinafter called the Permittee, to X construct/\_\_\_\_ reconstruct a communications tower (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road \_\_\_\_\_ in Atascosa County, located Old Pleasanton Rd (at coordinates \_\_\_\_\_ above \_\_\_\_\_ (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:  
The private driveway is to be a 12' gravel access road for construction/maintenance of the proposed tower.  
 \_\_\_\_\_ 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: 3/26/25

Signed: \_\_\_\_\_



**(Property owner or owner's representative)**



**Branch**  
 BRANCH TOWERS VI, LLC  
 BRANCH TOWERS VI, LLC 100  
 2761 E SKELLY AVE., 74105  
 TULSA, OKLAHOMA 74105  
 (918) 948-4551 X200

**Branch**  
 COMMUNICATIONS  
 BRANCH COMMUNICATIONS 100  
 2761 E SKELLY AVE., 74105  
 TULSA, OKLAHOMA 74105  
 (918) 948-4551

**Branch**  
 ENGINEERING, LLC.  
 BRANCH ENGINEERING  
 2761 E SKELLY AVE., 74105  
 TULSA, OKLAHOMA 74105  
 (918) 948-4551  
 COA. F-21884. EXP. 6/31/2025

SITE NAME:  
**SAN ANTONIO**  
 SITE NUMBER:  
**TX-0246**  
 SITE ADDRESS:  
 420 OLD PLEASANTON RD  
 SAN ANTONIO, TX 78264

ENGINEER:  
  
 JERROD D. GIBSON  
 242493  
 1/24/25  
 PROFESSIONAL ENGINEER  
 STATE OF TEXAS

NO.	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
O	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:  
**AERIAL SITE PLAN**

SHEET NUMBER	PROJECT	REVISIONS
<b>L1</b>	TX-0246	0
BY:	CKD/BZ	JWM

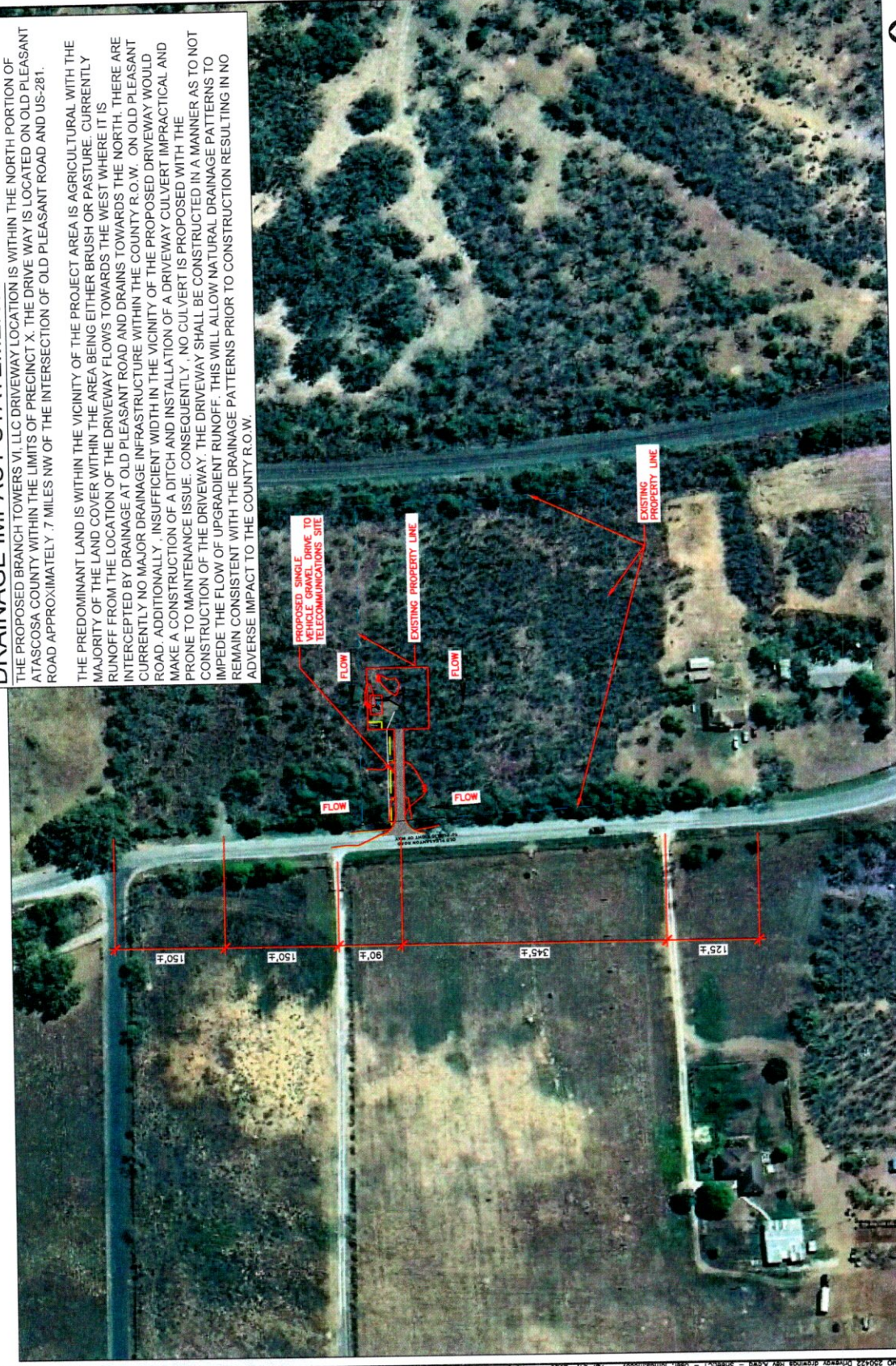


TRUE NORTH  
 (3.60° E)  
 MAG

**1** AERIAL SITE PLAN  
 SCALE: N.T.S.

**DRAINAGE IMPACT STATEMENT:**

THE PROPOSED BRANCH TOWERS VI, LLC DRIVEWAY LOCATION IS WITHIN THE NORTH PORTION OF ATASCOSA COUNTY WITHIN THE LIMITS OF PRECINCT X. THE DRIVE WAY IS LOCATED ON OLD PLEASANT ROAD APPROXIMATELY 7 MILES NW OF THE INTERSECTION OF OLD PLEASANT ROAD AND US-281. THE PREDOMINANT LAND IS WITHIN THE VICINITY OF THE PROJECT AREA IS AGRICULTURAL WITH THE MAJORITY OF THE LAND COVER WITHIN THE AREA BEING EITHER BRUSH OR PASTURE. CURRENTLY RUNOFF FROM THE LOCATION OF THE DRIVEWAY FLOWS TOWARDS THE WEST WHERE IT IS INTERCEPTED BY DRAINAGE AT OLD PLEASANT ROAD AND DRAINS TOWARDS THE NORTH. THERE ARE CURRENTLY NO MAJOR DRAINAGE INFRASTRUCTURE WITHIN THE COUNTY R.O.W. ON OLD PLEASANT ROAD. ADDITIONALLY, INSUFFICIENT WIDTH IN THE VICINITY OF A DRIVEWAY CULVERT IMPRACTICAL AND MAKE A CONSTRUCTION OF A DITCH AND INSTALLATION OF A DRIVEWAY CULVERT IMPRACTICAL AND PRONE TO MAINTENANCE ISSUE. CONSEQUENTLY, NO CULVERT IS PROPOSED WITH THE CONSTRUCTION OF THE DRIVEWAY. THE DRIVEWAY SHALL BE CONSTRUCTED IN A MANNER AS TO NOT IMPEDE THE FLOW OF UPGRADIENT RUNOFF. THIS WILL ALLOW NATURAL DRAINAGE PATTERNS TO REMAIN CONSISTENT WITH THE DRAINAGE PATTERNS PRIOR TO CONSTRUCTION RESULTING IN NO ADVERSE IMPACT TO THE COUNTY R.O.W.



**1 EXISTING/PROPOSED DRIVEWAY SEPARATION**  
SCALE: N.T.S.

TRUE NORTH  
(3.60° E)  
MAG

**Branch**  
BRANCH TOWERS VI, LLC  
BRANCH TOWERS VI, LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551 x200

**Branch**  
COMMUNICATIONS  
BRANCH COMMUNICATIONS  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551

PRODUCED BY:  
**Branch**  
ENGINEERING LLC  
BRANCH ENGINEERING  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
COA. F-21864 EXP. 8/31/2025

SITE NAME:  
**SAN ANTONIO**  
SITE NUMBER:  
**TX-0246**  
SITE ADDRESS:  
420 OLD PLEASANT RD  
SAN ANTONIO, TX 78264

ENGINEER:  
**STATE OF TEXAS**  
JEROD DOTSON  
42495  
LICENSED PROFESSIONAL ENGINEER  
4/24/23

NO.	DATE	DESCRIPTION	BY
1	7/24/25	PRELIMINARY ISSUE	JWM
0	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:  
**DRIVEWAY LAYOUT**

SHEET NUMBER: PROJECT #:  
**C1** TX-0246

REVISION:  
BY: JWM  
DATE: JUN 0



**Branch**  
TOWERS VI, LLC  
BRANCH TOWERS VI, LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551 X200

**Branch**  
COMMUNICATIONS  
BRANCH COMMUNICATIONS  
2761 E SKELLY DRIVE, SUITE 100  
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(918) 949-4551

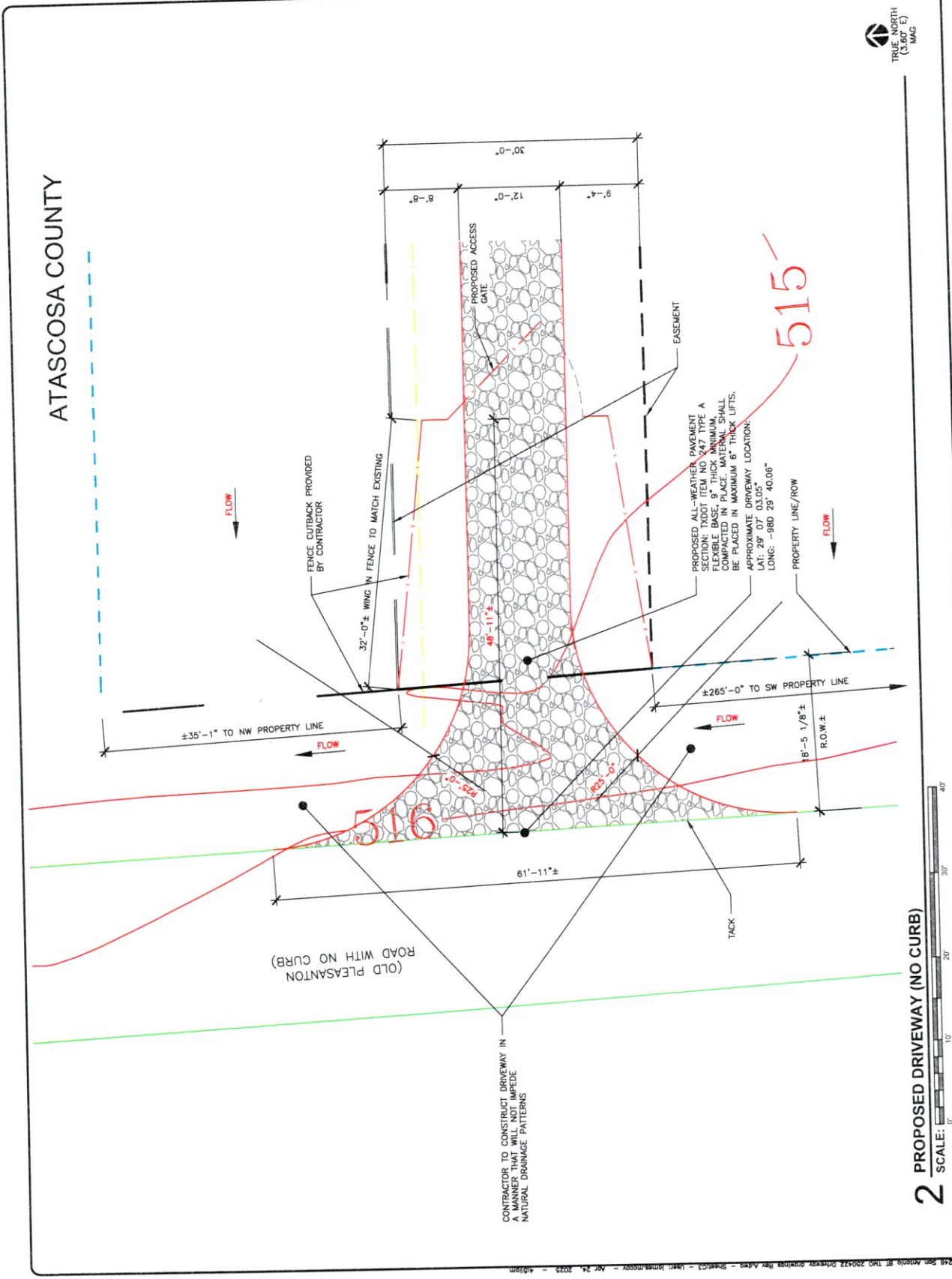
**Branch**  
ENGINEERING LLC  
BRANCH ENGINEERING LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
CDA, F-21964 EXP. 9/31/2025

**SAN ANTONIO**  
SITE NUMBER:  
**TX-0246**  
SITE ADDRESS:  
420 OLD PLEASANTON RD  
SAN ANTONIO, TX 78264

ENGINEER:  
**HEROLD DOTSON**  
PROFESSIONAL ENGINEER  
LICENSE NO. 172493  
4/24/25

NO.	DATE	DESCRIPTION	BY
1	7/24/25	PRELIMINARY ISSUE	JWM
2	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE: **CIVIL DETAILS**  
SHEET NUMBER: PROJECT # **TX-0246** REVISION: **0**  
BY: **JWM** CKD BY: **JWM**



**2** PROPOSED DRIVEWAY (NO CURB)  
SCALE: 1/8"=1'-0"

**LEGEND**

Type 3 Barricade	Channelizing Devices
Truck Mounted Attenuator (TMA)	Truck Mounted Attenuator (TMA)
Portable Channelizing Device	Portable Channelizing Device
Flashing Arrow Board	Flashing Arrow Board
Sign	Traffic Flow
Flag	Flagger

Posted Speed Limit (mph)	Minimum Taper Length (ft)	Maximum Taper Length (ft)	Spacing of Channelizing Devices (ft)	Minimum Spacing of Channelizing Devices (ft)	Suggested Spacing of Channelizing Devices (ft)	Minimum Spacing of Channelizing Devices (ft)	Suggested Spacing of Channelizing Devices (ft)
30	85	150	185	180	30	120	90
35	L-60	205	225	245	35	160	120
40	45	265	295	320	40	240	155
45	50	350	395	430	45	320	195
50	55	450	505	540	50	400	240
55	L-95	500	550	600	55	100	500
60	65	600	660	720	60	120	600
65	70	650	715	780	65	130	700
70	75	700	770	840	70	140	800
75	80	750	825	900	75	150	900

**TYPICAL USAGE**

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

**GENERAL NOTES**

- Flashes 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 stored in the plans, or for routine maintenance work, when approved by the Engineer.
- Stapled material should be placed a minimum of 30 feet from nearest traveled way.
- Channelizing devices with high intensity rotating, flashing, or flashing arrow boards may be substituted for the present use of any type of channelizing devices. The traffic control to remain in place until the work is completed. A shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the work area. The TMA should be positioned so that the rear of the work area is visible to approaching traffic. The TMA should be positioned so that the rear of the work area is visible to approaching traffic. The TMA should be positioned so that the rear of the work area is visible to approaching traffic.
- Additional shadow vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a vehicle from the work area. See TPI 6-11 for shoulder work on divided highways, expressways and freeways. Work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- OR1-3 "SHOULDER WORK" signs may be used in place of OR2-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

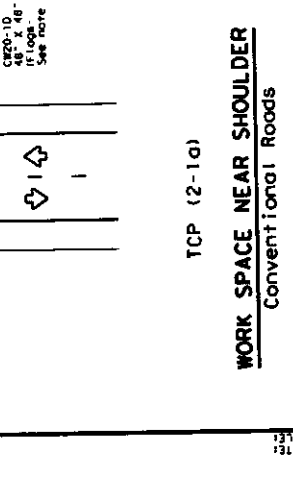
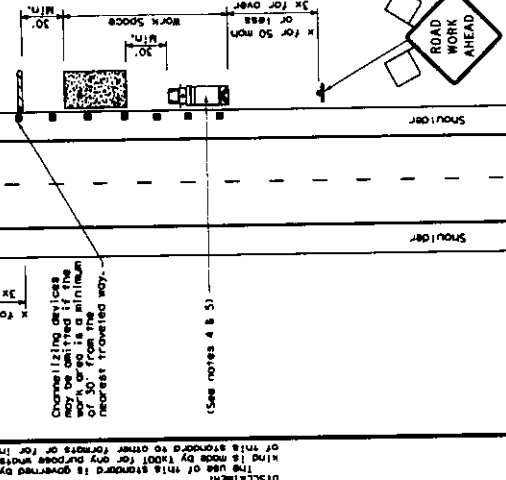
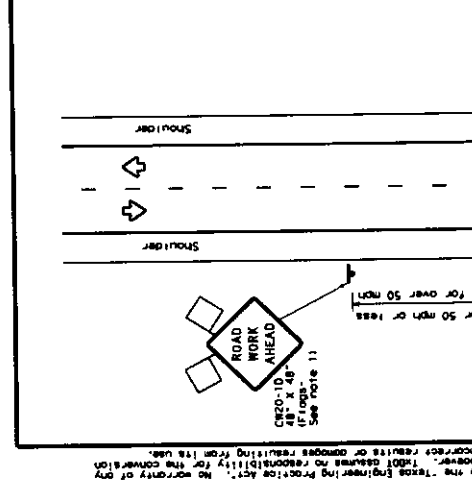
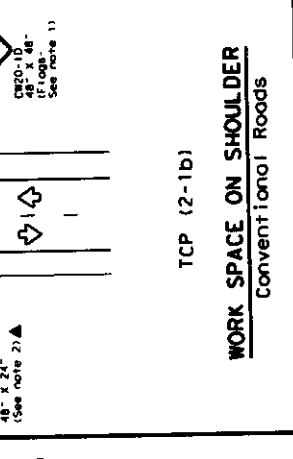
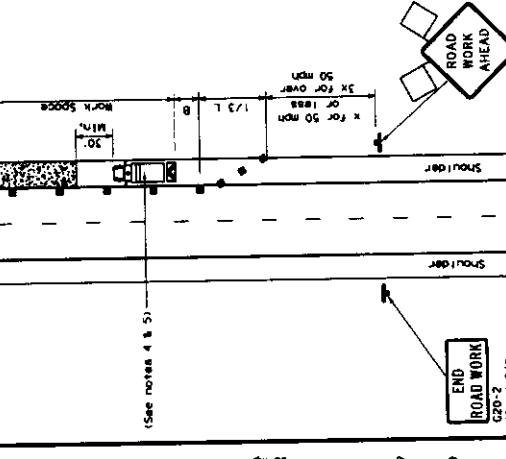
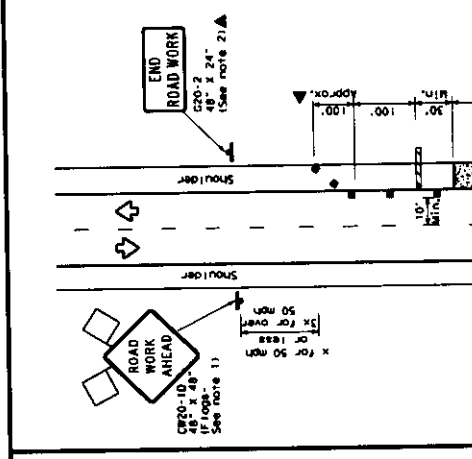
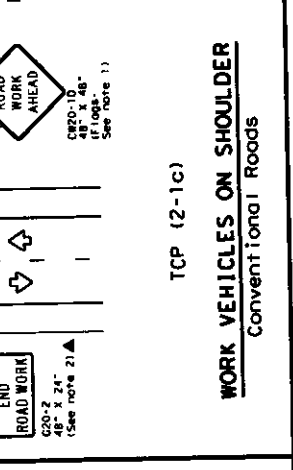
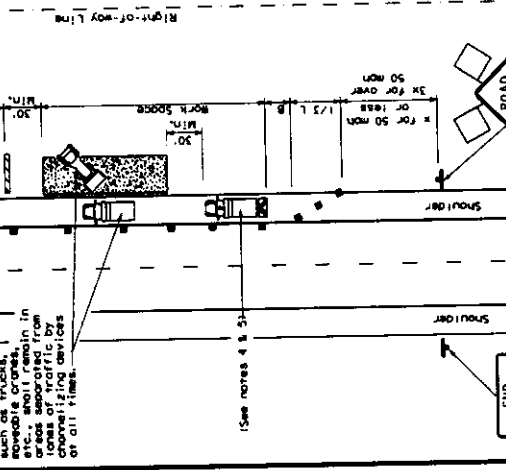
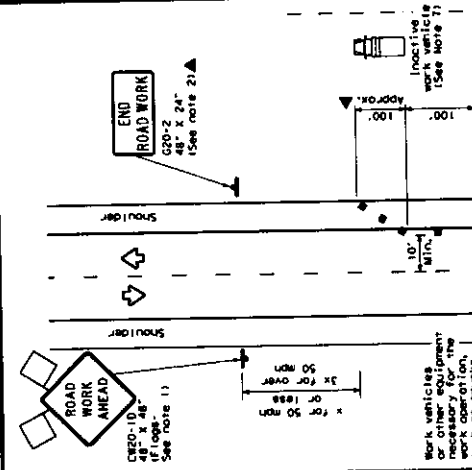
**TRAFFIC CONTROL PLAN**

**CONVENTIONAL ROAD**

**SHOULDER WORK**

**TCP (2-1)-18**

FILE NO.	102-118-001	DATE	11/18/00
PROJECT NO.	0313001	DATE	10/26/99
DATE	2-94	4-98	8-99
BY	111	CHECKED	111
SCALE	AS SHOWN	DATE	11/18/00



**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 disclaims any responsibility for the consequences of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 11/18/00

# BRANCH TOWERS VI, LLC DRIVEWAY PERMIT PACKAGE OLD PLEASANT ROAD



**BRANCH TOWERS VI, LLC**  
BRANCH TOWERS VI, LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551 X200



**BRANCH COMMUNICATIONS**  
A SOLUTIONS PROVIDER  
BRANCH COMMUNICATIONS  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551

PRODUCED BY:



**BRANCH ENGINEERING LLC.**  
A SOLUTIONS PROVIDER  
BRANCH ENGINEERING  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
COA. F-21984 EXP. 8/31/2025

SITE NAME:

**SAN ANTONIO**

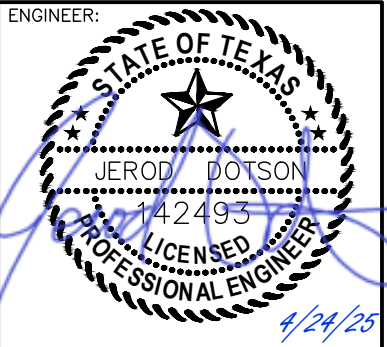
SITE NUMBER:

**TX-0246**

SITE ADDRESS:

420 OLD PLEASANTON RD  
SAN ANTONIO, TX 78264

ENGINEER:



## SITE INFORMATION

**DRIVEWAY PERMIT CHECKLIST**  
LEGAL DESCRIPTION: BENJAMIN AND ROSE RODRIGUEZ CALLED 12.6 ACRES DEED BOOK 217 PAGE 629 O.P.R.A.C.T. PARCEL NO. 15686  
ACREAGE:  
CELL COMPOUND-6,400 SQUARE FEET OR 0.147 OF AN ACRE  
EASEMENT-3,664 SQUARE FEET OR 0.084 OF AN ACRE  
SURVEY NUMBER: JACOB RYMAN SURVEY NO. 309  
PID: 15686 (GEO ID: 00758-00-000-000501)  
DRIVE CLASSIFICATION: TELECOMMUNICATIONS  
NUMBER OF DRIVEWAYS: (1) DRIVEWAY  
DRAWING OF PROPOSED DRIVEWAY: SEE SHEET C1

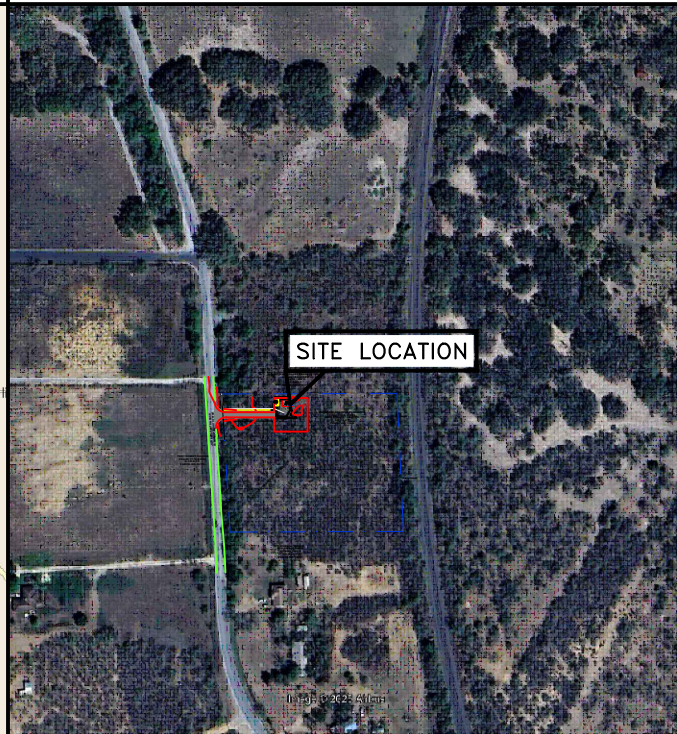
**BASIS OF BEARINGS**  
STATE PLANE COORDINATES  
TEXAS SOUTH CENTRAL ZONE  
NAD 83 (2011)  
OPUS  
LAT: N.29°07'03.092"  
LONG: W.98°29'38.139"  
CONVERGENCE ANGLE:  
N 00°14'51" W  
COMBINED SCALE FACTOR:  
0.999845678  
DISTANCES ARE GRID

**BASIS OF ELEVATIONS**  
OPUS

## VICINITY MAP



## AERIAL MAP



## DRAWING INDEX

NO	DESCRIPTION
T1	COVER SHEET
L1	AERIAL SITE PLAN
C1	DRIVEWAY LAYOUT
C2	ENLARGED DRIVEWAY LAYOUT
C3	TOPOGRAPHIC MAP/DRAINAGE IMPACT STATEMENT
	TRAFFIC CONTROL NOTES

ONE CALL NUMBER:



CALL TEXAS 811  
ONE CALL - DIAL 811  
CALL 3 WORKING DAYS BEFORE YOU DIG  
1-800-344-8377

## CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE: IBC 2024  
STRUCTURAL CODE: IBC 2024  
PLUMBING CODE: IPC 2024  
MECHANICAL CODE: IMC 2024  
ELECTRIC CODE: NEC 2020  
FIRE/LIFE SAFETY CODE: IBC 2024, IFC 2024

## DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

## DRIVING DIRECTIONS

SCAN QR CODE FOR LINK TO SITE LOCATION MAP



**SITE ADDRESS**  
OLD PLEASANTON ROAD  
SAN ANTONIO, TX 78264

**FLOOD INFORMATION**  
THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN. ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS 48013C0225C DATED 11/4/10

**GENERAL NOTES**

- NO SEARCH OF PUBLIC RECORDS HAD BEEN COMPLETED BY KEEN SURVEYING, LLC TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL
- THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHT OF WAYS SHOWN HERE OR NOT

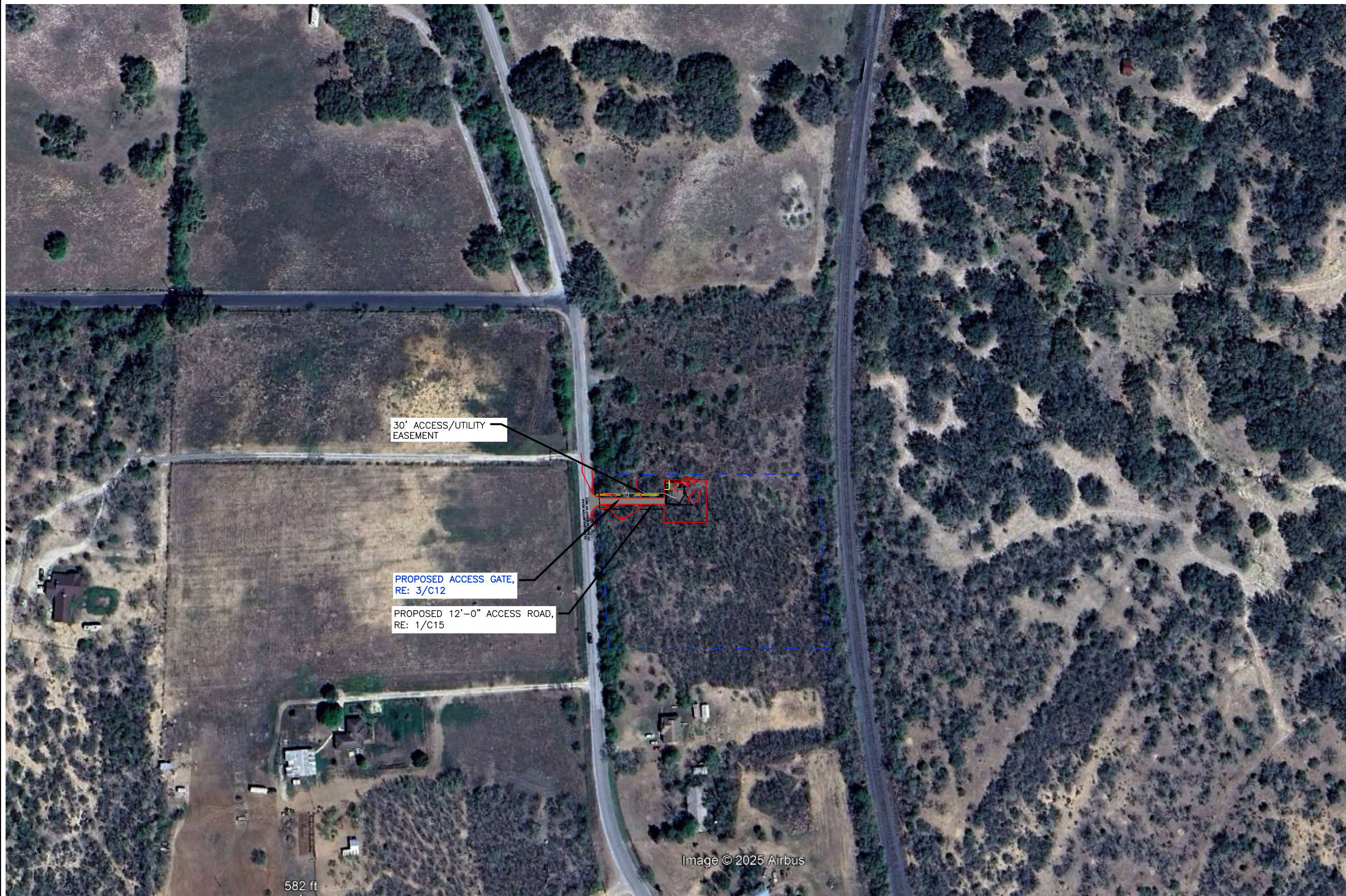
NO	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
O	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:

**TITLE SHEET**

SHEET NUMBER:	PROJECT #:	REVISION:
<b>T1</b>	TX-0246	<b>0</b>
BY:	CKD BY:	
JWM	JWM	

TX-0246 San Antonio BT TMO 250422 Driveway drawings Rev A.dwg - Sheet1.1 - User: james.mccoy - Apr 24, 2025 - 4:59pm



# 1 AERIAL SITE PLAN

SCALE: N.T.S.



BRANCH TOWERS VI, LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551 X200



BRANCH COMMUNICATIONS  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551

PRODUCED BY:



BRANCH ENGINEERING  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
COA. F-21984 EXP. 8/31/2025

SITE NAME:

**SAN ANTONIO**

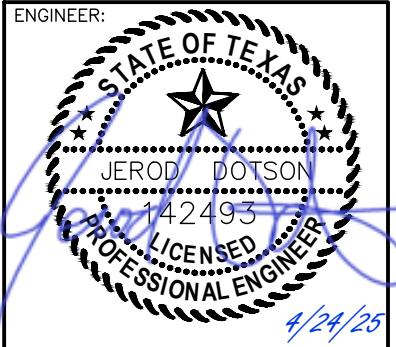
SITE NUMBER:

**TX-0246**

SITE ADDRESS:

420 OLD PLEASANTON RD  
SAN ANTONIO, TX 78264

ENGINEER:



NO	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
O	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:

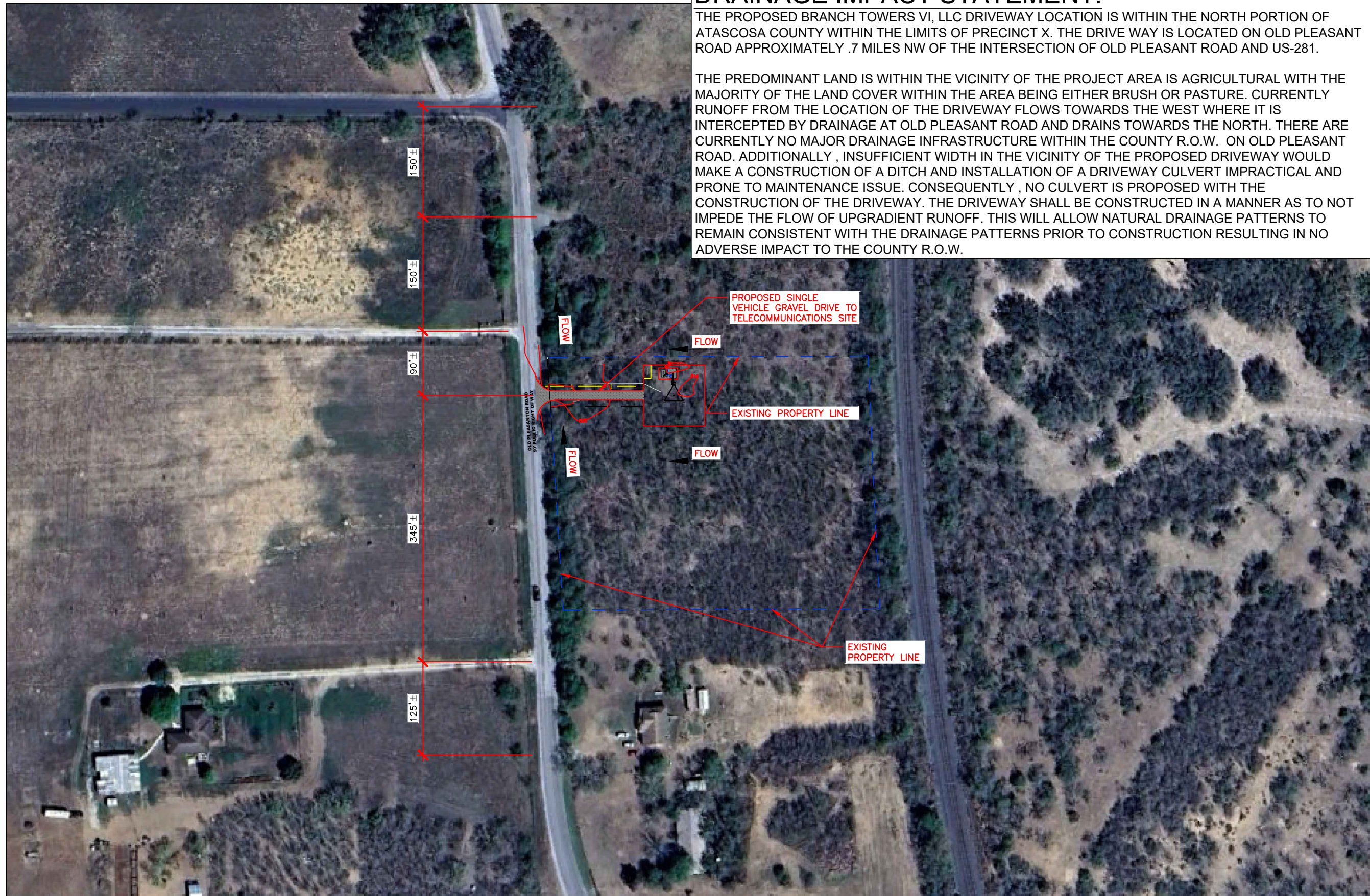
**AERIAL SITE PLAN**

SHEET NUMBER:	PROJECT #:	REVISION:
<b>L1</b>	TX-0246	<b>0</b>
BY:	CKD BY:	
JWM	JWM	

# DRAINAGE IMPACT STATEMENT:

THE PROPOSED BRANCH TOWERS VI, LLC DRIVEWAY LOCATION IS WITHIN THE NORTH PORTION OF ATASCOSA COUNTY WITHIN THE LIMITS OF PRECINCT X. THE DRIVE WAY IS LOCATED ON OLD PLEASANT ROAD APPROXIMATELY .7 MILES NW OF THE INTERSECTION OF OLD PLEASANT ROAD AND US-281.

THE PREDOMINANT LAND IS WITHIN THE VICINITY OF THE PROJECT AREA IS AGRICULTURAL WITH THE MAJORITY OF THE LAND COVER WITHIN THE AREA BEING EITHER BRUSH OR PASTURE. CURRENTLY RUNOFF FROM THE LOCATION OF THE DRIVEWAY FLOWS TOWARDS THE WEST WHERE IT IS INTERCEPTED BY DRAINAGE AT OLD PLEASANT ROAD AND DRAINS TOWARDS THE NORTH. THERE ARE CURRENTLY NO MAJOR DRAINAGE INFRASTRUCTURE WITHIN THE COUNTY R.O.W. ON OLD PLEASANT ROAD. ADDITIONALLY , INSUFFICIENT WIDTH IN THE VICINITY OF THE PROPOSED DRIVEWAY WOULD MAKE A CONSTRUCTION OF A DITCH AND INSTALLATION OF A DRIVEWAY CULVERT IMPRACTICAL AND PRONE TO MAINTENANCE ISSUE. CONSEQUENTLY , NO CULVERT IS PROPOSED WITH THE CONSTRUCTION OF THE DRIVEWAY. THE DRIVEWAY SHALL BE CONSTRUCTED IN A MANNER AS TO NOT IMPEDE THE FLOW OF UPGRADIENT RUNOFF. THIS WILL ALLOW NATURAL DRAINAGE PATTERNS TO REMAIN CONSISTENT WITH THE DRAINAGE PATTERNS PRIOR TO CONSTRUCTION RESULTING IN NO ADVERSE IMPACT TO THE COUNTY R.O.W.



**BRANCH TOWERS VI, LLC**  
 2761 E SKELLY DRIVE, SUITE 100  
 TULSA, OKLAHOMA 74105  
 (918) 949-4551 X200



**BRANCH COMMUNICATIONS**  
 2761 E SKELLY DRIVE, SUITE 100  
 TULSA, OKLAHOMA 74105  
 (918) 949-4551

PRODUCED BY:



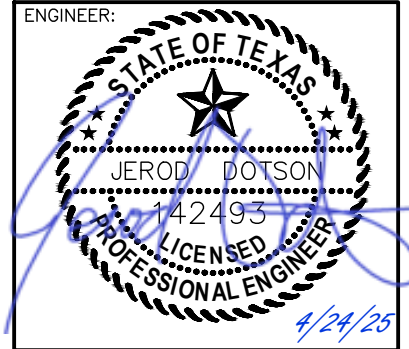
**BRANCH ENGINEERING LLC.**  
 2761 E SKELLY DRIVE, SUITE 100  
 TULSA, OKLAHOMA 74105  
 (918) 949-4551  
 COA. F-21984 EXP. 8/31/2025

SITE NAME:  
**SAN ANTONIO**

SITE NUMBER:  
**TX-0246**

SITE ADDRESS:  
 420 OLD PLEASANTON RD  
 SAN ANTONIO, TX 78264

ENGINEER:



NO	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
0	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:  
**DRIVEWAY LAYOUT**

SHEET NUMBER: <b>C1</b>	PROJECT #: TX-0246	REVISION: <b>0</b>
BY: JWM	CKD BY: JWM	

**1 EXISTING/PROPOSED DRIVEWAY SEPARATION**  
 SCALE: N.T.S.





BRANCH TOWERS VI, LLC

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BRANCH COMMUNICATIONS  
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PRODUCED BY:



BRANCH ENGINEERING  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
COA. F-21984 EXP. 8/31/2025

SITE NAME:

**SAN ANTONIO**

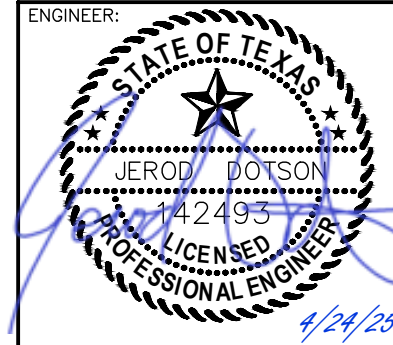
SITE NUMBER:

**TX-0246**

SITE ADDRESS:

420 OLD PLEASANTON RD  
SAN ANTONIO, TX 78264

ENGINEER:



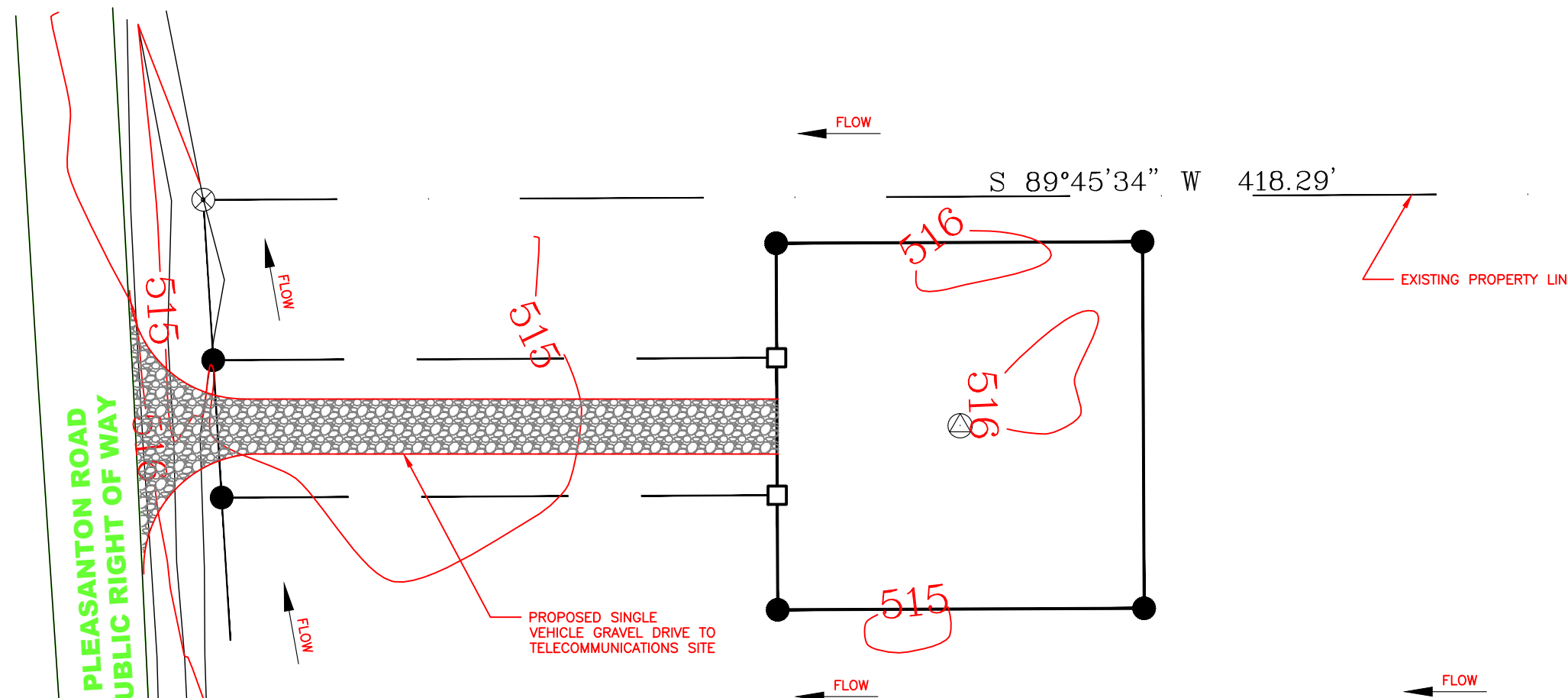
NO	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
O	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:

**ENLARGED DRIVEWAY LAYOUT**

SHEET NUMBER: PROJECT #: REVISION:

**C2** TX-0246 **0**  
BY: CKD BY: JWM



**CENTER OF PROPOSED CELL TOWER**

LAT: N.29°07'03.092"  
LON: W.98°29'38.139"  
GROUND ELEV = 515.9'

**1 ENLARGED DRIVEWAY LAYOUT**  
SCALE: N.T.S.



# ATASCOSA COUNTY



BRANCH TOWERS VI, LLC

BRANCH TOWERS VI, LLC  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551 X200



BRANCH COMMUNICATIONS  
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TULSA, OKLAHOMA 74105  
(918) 949-4551

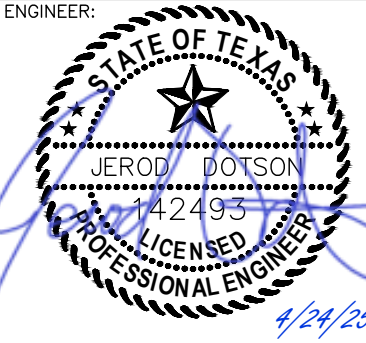


BRANCH ENGINEERING  
2761 E SKELLY DRIVE, SUITE 100  
TULSA, OKLAHOMA 74105  
(918) 949-4551  
COA. F-21984 EXP. 8/31/2025

SITE NAME:  
**SAN ANTONIO**

SITE NUMBER:  
**TX-0246**

SITE ADDRESS:  
420 OLD PLEASANTON RD  
SAN ANTONIO, TX 78264



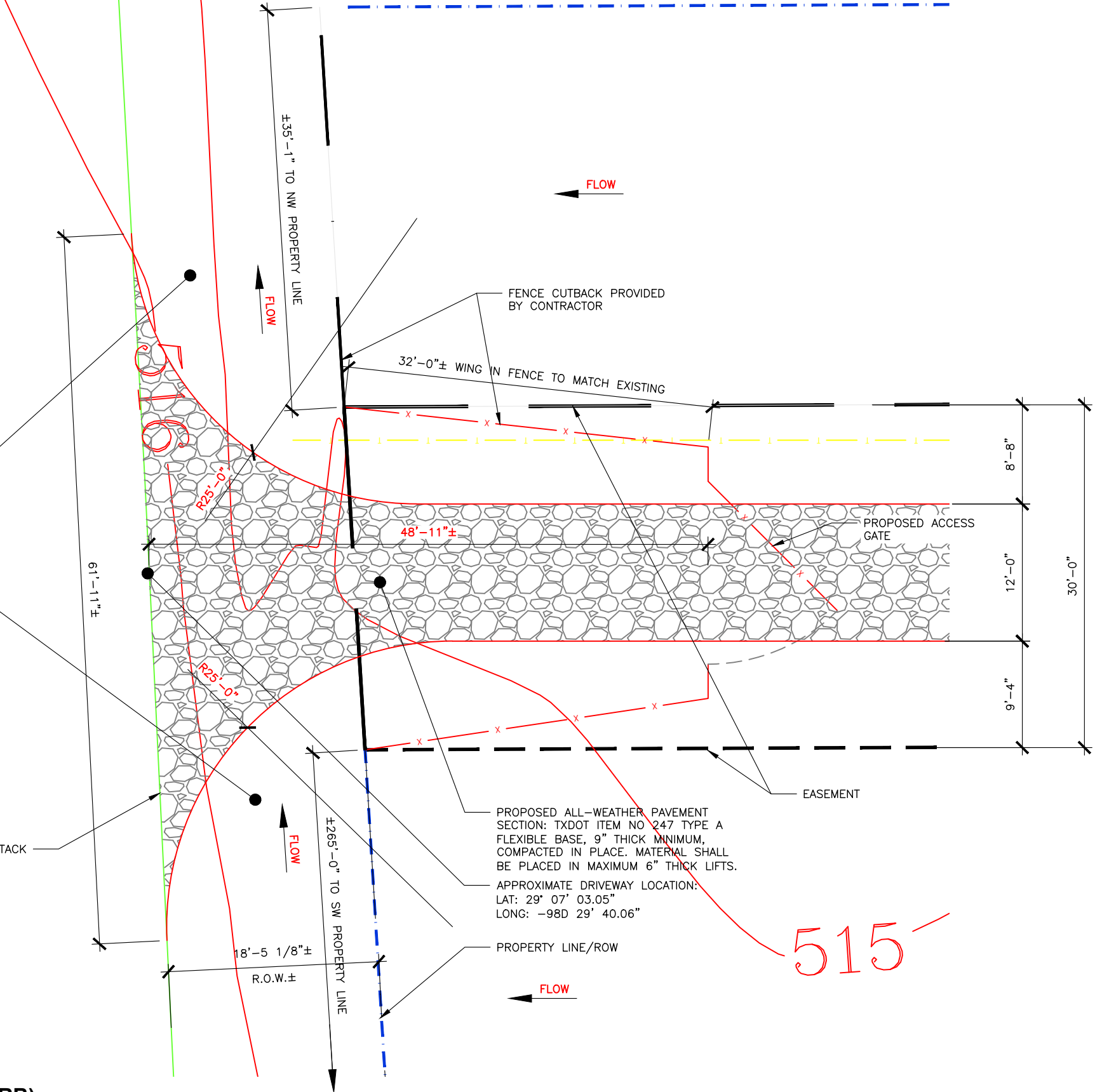
NO	DATE	DESCRIPTION	BY
A	7/24/25	PRELIMINARY ISSUE	JWM
O	7/24/25	DRIVEWAY PERMIT	JWM

SHEET TITLE:  
**CIVIL DETAILS**

SHEET NUMBER: <b>C3</b>	PROJECT #: TX-0246	REVISION: <b>0</b>
BY: JWM	CKD BY: JWM	

(OLD PLEASANTON ROAD WITH NO CURB)

CONTRACTOR TO CONSTRUCT DRIVEWAY IN A MANNER THAT WILL NOT IMPEDE NATURAL DRAINAGE PATTERNS



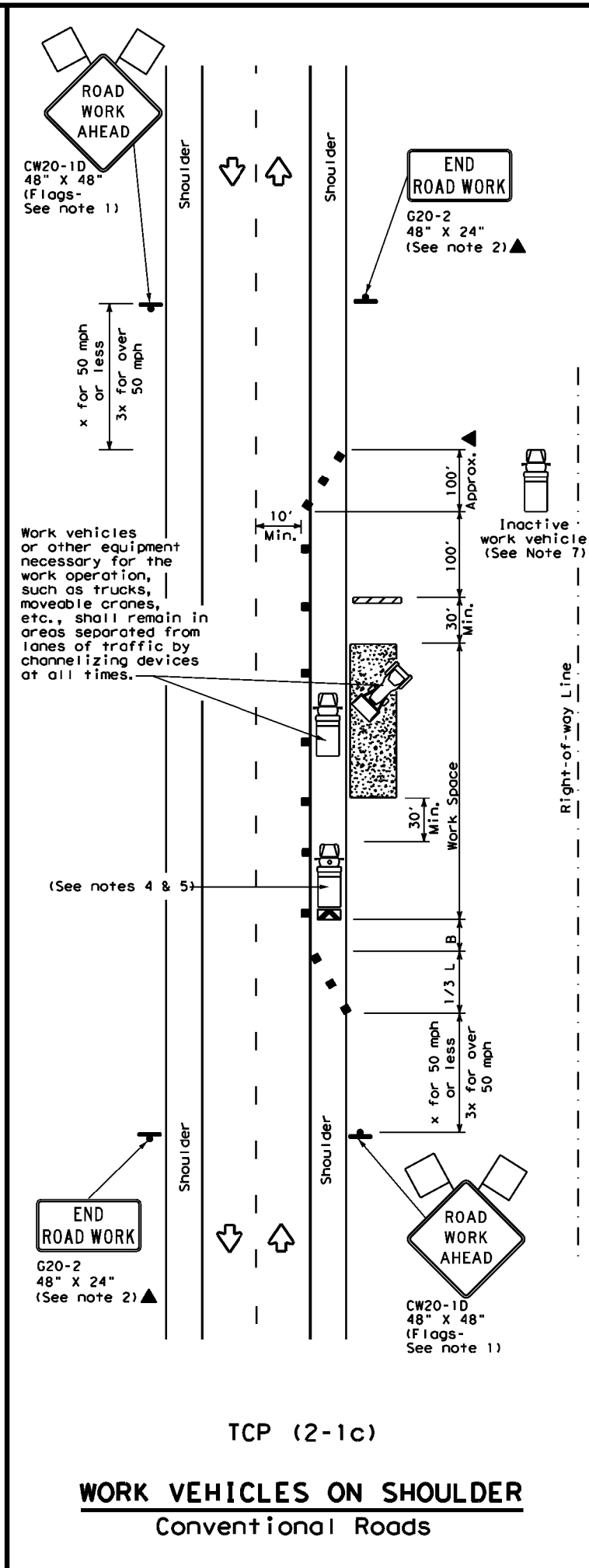
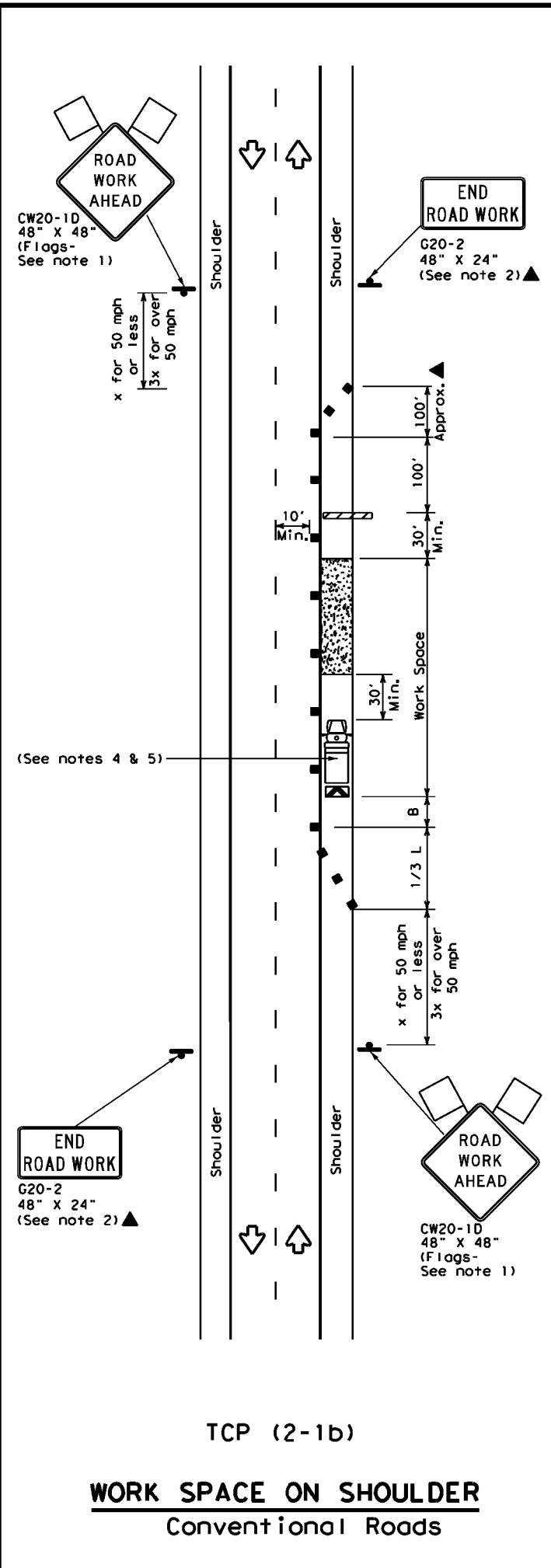
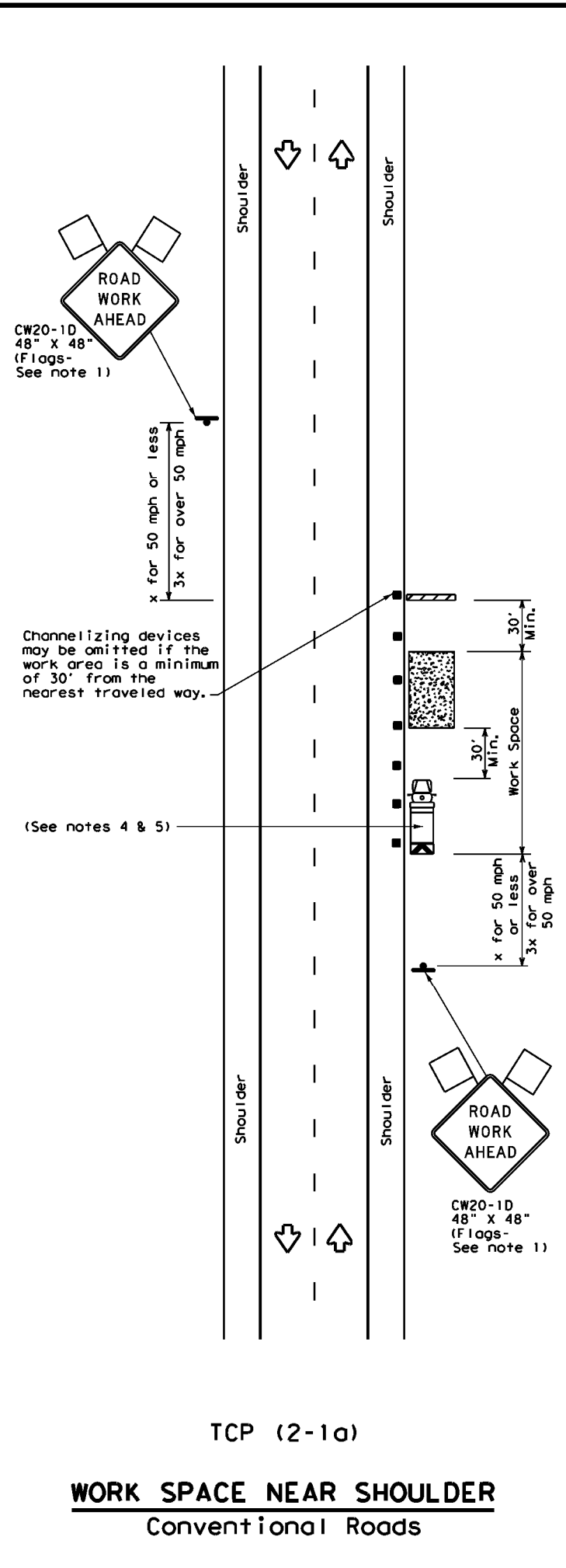
## 2 PROPOSED DRIVEWAY (NO CURB)



TX-0246 San Antonio BT TMO 250422 Driveway drawings Rev A.dwg - Sheet C3 - User: james.mccoy - Apr 24, 2025 - 4:59pm

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DATE: FILE:



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.

Texas Department of Transportation  
Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN**  
**CONVENTIONAL ROAD**  
**SHOULDER WORK**

**TCP (2-1) - 18**

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

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 05/12/2025  
**Item Title:** Exception - Hurd PR Lane Dr  
**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** Certificate of Exception for the Hurd Family on Tumlinson Rd and PR Lane Dr in  
**Development:** Precinct 1.

**ATTACHMENTS**

Hurd - Packet  
Hurd - Certificate



## Registration for Division of Land in Atascosa County

I Douglas L. Hurd, am the owner of the attached filed division of land located at Keth S/D Lot pt 4-6 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Date: 3-19-25

Signature:

Douglas L. Hurd

Printed Name:

Douglas L. Hurd

Adopted 6/27/2022



Date: 3-19-25

Signature: Douglas Hurd

Printed Name: Douglas Hurd

ACKNOWLEDGMENT

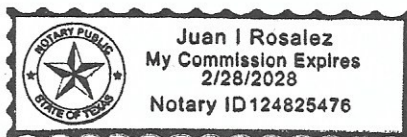
STATE OF TEXAS

COUNTY OF Hidalgo

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

GIVEN under my hand and seal of office this March 19<sup>th</sup>, 2025.

Juan I Rosalez  
Notary Public, in and for  
State of Texas



(EAST)  
 N89°22'18"E  
 49.97'  
**TUMLINSON RD.**  
 R.O.W. NOT TO SCALE



SCALE 1" = 200'

N13°25'37"W  
 102.51'

ANTHONY MICHAEL CURRER  
 KATHY CURRER  
 DOC. 96870

7

8

1.29 ACRES

MELBA DAVILA  
 DOC. # 235254

OPALINE BENNETT  
 DOC. # 95320

- LEGEND**
- IRF - STEEL ROD FOUND
  - IRS - 1/2" REBAR SET WITH "POLLOK & SONS" CAP
  - CP - CORNER POST
  - DD'MM'SS" DIST. - FIELD
  - (DD'MM'SS" DIST.) - RECORD
  - x - BARBED WIRE FENCE
  - ⊕ - POWER/UTILITY POLE
  - ⊙ - WATER WELL/WATER METER (AS NOTED)
  - ⊙ - SEPTIC TANK
  - O - CHAIN LINK FENCE
  - || - WOOD PRIVACY FENCE

(1964.38')  
 1750.06'  
 (N00°49'02"W)  
 N02°10'49"W  
 S02°10'47"E  
 (S00°49'02"E)  
 1849.80'  
 (1964.38')

JOEL WALKER SURVEY  
 NO. 1090  
 ABSTRACT NO. 908

SURVEY PLAT OF 1.29 ACRES OF LAND OUT OF THE JOEL WALKER SURVEY 1090, ABSTRACT NO. 908, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO DOUGLAS HURD IN THE DEED OF RECORD IN BOOK 804, PAGE 456 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND FURTHER BEING PARTS OR PORTIONS OF THE M. F. KEITH SUBDIVISION AS SHOWN ON THE PLAT OF RECORD IN VOLUME 232, PAGE 144 OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS AND CONTAIN WITHIN THIS TRACT THE 30' INGRESS/EGRESS EASEMENT IN VOLUME 821, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

ROSS A. MAGSIG AND  
 CYNTHIA A. MAGSIG  
 DOC. # 232969

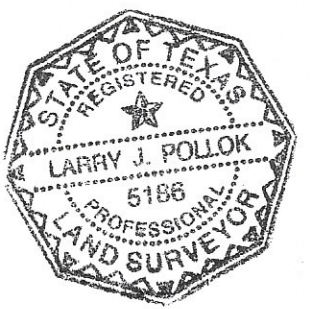
WILLIAM CHARLES  
 MASSEY  
 HELEN B. MASSEY  
 DOC. # 242859

DAVID KEITH HURD  
 DOC # 139516

(WEST)  
 S88°53'34"W  
 29.94'  
 (30.00')  
 3/8" IRF



**POLLOK & SONS**  
**SURVEYING, INC.**  
 FIRM NO. 10052700  
 FLORESVILLE, TEXAS  
 (830) 393-4770



STATE OF TEXAS  
 COUNTY OF ATASCOSA

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

THIS 3RD DAY OF APRIL, 2025 A.D.

LARRY J. POLLOK

R.P.L.S. NO.5186

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JOB NO. 25-137

**SURVEYOR NOTES:**

- 1.) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- 2.) RECORDS WERE NOT RESEARCHED FOR EASEMENTS ON THIS TRACT OF LAND.
- 3.) THE BASIS OF THE BEARING SYSTEM IS NAD83 TEXAS SOUTH CENTRAL.
- 4.) THIS PLAT WAS PREPARED FOR DOUGLAS HURD. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
- 5.) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.

**REFERENCE:**

VOL. 804, PG. 456 - DEED  
 VOL. 232, PG. 144 PLAT

STATE OF TEXAS  
COUNTY OF ATASCOSA

FIELD NOTES FOR 1.29 ACRES OF LAND

BEING 1.29 ACRES OF LAND OUT OF THE JOEL WALKER SURVEY 1090, ABSTRACT NO. 908, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO DOUGLAS HURD IN THE DEED OF RECORD IN BOOK 804, PAGE 456 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND FURTHER BEING PARTS OR PORTIONS OF THE M. F. KEITH SUBDIVISION AS SHOWN ON THE PLAT OF RECORD IN VOLUME 232, PAGE 144 OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS AND CONTAIN WITHIN THIS TRACT THE 30' INGRESS/EGRESS EASEMENT IN VOLUME 821, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found ½” pin on the southerly right-of-way of Tumlinson Road for the northwesterly corner of the Anthony Michael Curren and Kathy Curren land as described in Document 96870 of the Official Public Records of Atascosa County, Texas and the northeasterly corner of the Hurd land and of this tract;

**THENCE** South 02° 10’ 47” East, with the common line of said Curren land and with the common line of the Opaline Bennett land as described in Documents 95320 of the Official Public Records of Atascosa County, Texas, in all a distance of 1849.80 feet to a found 3/8” pin for the northeasterly corner of the David Keith Hurd land as described in Documents 139516 of the Official Public Records of Atascosa County, Texas and the southeasterly corner of this tract;

**THENCE** South 88° 53’ 34” West, with the common line of said David Keith Hurd land, a distance of 29.94 feet to a set ½” rebar with a “Pollok & Sons” cap for the southeasterly corner of the William Charles Massey and Helen B. Massey land as described in Documents 242859 of the Official Public Records of Atascosa County, Texas and the southwesterly corner of this tract;

**THENCE** North 02° 10’ 49” West, with the common line of said Massey land and with the common line of the Ross A. Magsig and Cynthia A. Magsig land as described in Document 232969 of the Official Public Records of Atascosa County, Texas and of the Melba Davila land as described in Document 235254 of the Official Public Records of Atascosa County, Texas, in all a distance of 1750.06 feet to a set ½” rebar with a “Pollok & Sons” cap for a corner of said Davila land and of this tract;

**THENCE** North 13° 25’ 37” West, continuing with the common line of said Davila land, a distance of 102.51 feet to a set ½” rebar with a “Pollok & Sons” cap on the aforementioned southerly right-of-way of Tumlinson Road for the northeasterly corner of said Davila land and the northwesterly corner of this tract;

**THENCE** North 89° 22’ 18” East, with said right-of-way, a distance of 49.97 feet to the **POINT OF BEGINNING** and containing 1.29 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

**POLLOK & SONS SURVEYING, INC.**  
Firm No. 10052700

  
Larry J. Pollok, R.P.L.S. #5186  
April 3, 2025



Refer. 25-137

JANET HURD PORTER, ET AL TO KAREN HURD FRAZIER, ET AL  
PARTITION DEED--Janet Hurd Porter, et al, to each other

THE STATE OF TEXAS:

COUNTY OF ATASCOSA:

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, we, JANET HURD PORTER, KAREN HURD FRAZIER, DOUGLAS HURD, joined herein pro forma by my wife, VICKIE L. HURD, and DALE HURD, joined herein pro forma by my wife, DEBORAH J. HURD, have and hold in common that certain real estate (the "Property"), and are desirous of making partition of the same; said property being more particularly described as follows, to-wit:

BEING 241.58 acres of land, more or less, lying and being situated in Atascosa County, Texas, and described in six (6) parcels as follows:

PARCEL I:

BEING 62.91 acres of land out of the R. E. Neill Survey No. 1101, Abstract No. 646, Atascosa County, Texas, and out of a 181 acre tract of land recorded in Volume 236, Page 174, Deed Records, Atascosa County, Texas. Said 62.91 acres being more particularly described as follows:

BEGINNING at a point in the south line of the 181 acre tract for the southwest corner of this tract. Said southwest corner being the same and the southeast corner of a 33.364 acre tract of land recorded in Volume 377, Page 347, Deed Records, Atascosa County, Texas.

THENCE N. 00 deg. 40 min. 34 sec. W, 30.46 feet along the east line of the 33.364 acre tract to a point for the lower northwest corner of this tract.

THENCE S. 80 deg. 40 min. 34 sec. E, 400.72 feet to a point for a corner of this tract;

THENCE N. 00 deg. 40 min. 34 sec. W, 961.32 feet to a point in the north line of the 181 acre tract for the upper northwest corner of this tract.

THENCE N. 89 deg. 13 min. 23 sec. E, 2289.93 feet along the north line of the 181 acre tract to a point on the west line of I.H. 37 for the northeast corner of this tract;

THENCE along the west line of I.H. 37 the following courses:

S. 00 deg. 02 min. 15 sec. E, 1205.84 feet to a point.

S. 03 deg. 12 min. 15 sec. E, 193.14 feet to a point for the southeast corner of this tract;

THENCE N. 80 deg. 40 min. 34 sec. W, 2720.98 feet along the south line of the 181 acre tract to the Point of Beginning.

PARCEL II:

BEING 55.23 acres of land out of the R. E. Neill Survey No. 1101, Abstract No. 646, Atascosa County, Texas, and out of a 181 acre tract of land recorded in Volume 236, Page 174, Deed Records, Atascosa County, Texas. Said 55.23 acres being more particularly described as follows:

BEGINNING at a point for the northeast corner of this tract and the northeast corner of the 181 acre tract;

THENCE S. 00 deg. 20 min. 49 sec. E, 2207.90 feet along the east line of the 181 acre tract to a point for the southeast corner of this tract and the southeast corner of the 181 acre tract;

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: *[Signature]*

BOOK 804 PAGE 456

THENCE S. 89 deg. 39 min. 11 sec. W, 1055.70 feet along the south line of the 181 acre tract to a point in the east line of I.H. 37 for the southwest corner of this tract;

THENCE along the east line of I.H. 37 the following courses:

N. 03 deg. 12 min. 08 sec. W, 178.07 feet to a point;

N. 01 deg. 40 min. 55 sec. W, 1657.99 feet to a point;

N. 00 deg. 02 min. 15 sec. W, 391.03 feet to a point for the northwest corner of this tract;

THENCE S. 89 deg. 23 min. 01 sec. E, 1101.24 feet along the north line of the 181 acre tract to the Point of Beginning;

PARCEL III:

BEING 7.00 acres of land out of the R. E. Neill Survey No. 1101, Abstract No. 646, Atascosa County, Texas, and out of a 181 acre tract of land recorded in Volume 236, Page 174, Deed Records, Atascosa County, Texas. Said 7.00 acres being more particularly described as follows:

BEGINNING at a point in the North line of the 181 acre tract for the northwest corner of this tract. Said northwest corner being N. 89 deg. 13 min. 23 sec. E, 67.53 feet from the northeast corner of a 33.364 acre tract recorded in Volume 377, Page 347, Deed Records, Atascosa County, Texas;

THENCE N. 89 deg. 13 min. 23 sec. E, 327.10 feet along the north line of the 181 acre tract to a point for the northeast corner of this tract;

THENCE S. 00 deg. 40 min. 34 sec. E, 961.32 feet to a point for the southeast corner of this tract;

THENCE N. 80 deg. 40 min. 34 sec. W, 332.15 feet to a point for the southeast corner of this tract.

THENCE N. 00 deg. 40 min. 34 sec. W, 903.06 feet to the Point of Beginning.

PARCEL IV:

BEING 57.44 acres of land, more or less, described as being the North 14.36 acres of land out of Tract Numbers (4), Five (5), Six (6) and Seven (7) of the M. F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, in Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

PARCEL V:

BEING 24 acres of land, more or less, described as being the South 6 acres of land out of Tract Numbers (4), Five (5), Six (6) and Seven (7) of the M. F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, in Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

ALSO, a non-exclusive thirty foot (30') wide easement of ingress and egress along the East boundary line of Tract No. 7 of the M.F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: *[Signature]*

BOOK 804 PAGE 455

PARCEL VI:

BEING 35 acres of land, more or less out of the Peter Tumlinson Survey No. 1110, Abstract No. 843, and more particularly described by metes and bounds as follows:

BEGINNING at the SW corner of said Survey and running East along the South boundary line of Survey 1144.6 feet to a stake set in said boundary line;

THENCE North 1332 feet to a point;

THENCE West 1144.6 feet to the west boundary line of said Survey;

THENCE South along said west boundary line of said Survey 1332 feet to the Place of Beginning.

NOW, THEREFORE, in consideration of the covenants herein contained and the conveyance herein made and to effect such partition, it is hereby COVENANTED, GRANTED, CONCLUDED AND AGREED by, between, and among said parties and each of them COVENANTS, GRANTS, CONCLUDES, AND AGREES, for themselves and their heirs, personal representatives, and assigns, that a partition of said Property be made as follows, to-wit:

The said JANET HURD PORTER, whose address is 1026 Oak Crest, Pleasanton, Atascosa County, Texas, 78064, as her sole separate property and estate, shall from henceforth have, hold, possess, and enjoy, in severalty, by herself, and to her and her heirs, personal representatives and assigns, for her part, share and proportion of the said Property, free from any and all claims of the other parties hereto, all of that certain real estate lying and being situated in Atascosa County, Texas, referred to herein as Parcel I and more particularly described as follows:

BEING 62.91 acres of land out of the R. E. Neill Survey No. 1101, Abstract No. 646, Atascosa County, Texas, and out of a 181 acre tract of land recorded in Volume 236, Page 174, Deed Records, Atascosa County, Texas. Said 62.91 acres being more particularly described as follows:

BEGINNING at a point in the south line of the 181 acre tract for the southwest corner of this tract. Said southwest corner being the same and the southeast corner of a 33.364 acre tract of land recorded in Volume 377, Page 347, Deed Records, Atascosa County, Texas.

THENCE N. 00 deg. 40 min. 34 sec. W, 30.46 feet along the east line of the 33.364 acre tract to a point for the lower northwest corner of this tract.

THENCE S. 80 deg. 40 min. 34 sec. E, 400.72 feet to a point for a corner of this tract;

THENCE N. 00 deg. 40 min. 34 sec. W, 961.32 feet to a point in the north line of the 181 acre tract for the upper northwest corner of this tract.

THENCE N. 89 deg. 13 min. 23 sec. E, 2289.93 feet along the north line of the 181 acre tract to a point on the west line of I.H. 37 for the northeast corner of this tract;

THENCE along the west line of I.H. 37 the following courses:  
S. 00 deg. 02 min. 15 sec. E, 1205.84 feet to a point.

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: *raly*

S. 03 deg. 12 min. 15 sec. E, 193.14 feet to a point for the southeast corner of this tract;

THENCE N. 80 deg. 40 min. 34 sec. W, 2720.98 feet along the south line of the 181 acre tract to the Point of Beginning.

And the other parties hereto, KAREN HURD FRAZIER, DOUGLAS HURD, joined herein pro forma by his wife, VICKIE L. HURD, and DALE HURD, joined herein pro forma by his wife, DEBORAH J. HURD, HAVE GRANTED, RELEASED, CONFIRMED AND CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM AND CONVEY unto the said JANET HURD PORTER, the property in Parcel I above described.

This conveyance and hereinafter warranty are made expressly subject to that certain thirty (30') foot easement of ingress and egress hereinafter granted to Karen Hurd Frazier.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title and interest of the Grantors in and to adjacent streets, alleys, and rights-of-ways, unto the said JANET HURD PORTER, her heirs, personal representatives, and assigns forever; and the other parties hereto, KAREN HURD FRAZIER, DOUGLAS HURD, joined herein pro forma by his wife, VICKIE L. HURD, and DALE HURD, joined herein pro forma by his wife, DEBORAH J. HURD, do bind themselves, their heirs, personal representatives, and assigns to WARRANT AND FOREVER DEFEND, all and singular the said Property unto the said JANET HURD PORTER, her heirs, personal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the mineral reservation hereinafter made, and subject to any easements, rights of ways and outstanding oil, gas and mineral interests which may be validly in existence and appear of record in the Deed Records of Atascosa County, Texas.

The said KAREN HURD FRAZIER, whose address is 12602 Old Wick Road, San Antonio, Texas, 78230, as her sole separate property and estate, shall from henceforth have, hold, possess, and enjoy, in severalty, by herself, and to her and her heirs, personal representatives and assigns, for her part, share and proportion of the said Property, free from any and all claims of the other parties hereto, all of that certain real estate lying and being situated in Atascosa County, Texas, referred to herein as Parcels II and III and more particularly described as follows:

PARCEL II:

BEING 55.23 acres of land out of the R. E. Neill Survey No. 1101, Abstract No. 646, Atascosa County, Texas, and out of a 181 acre tract of land recorded in Volume 236, Page 174, Deed Records, Atascosa County, Texas. Said 55.23 acres being more particularly described as follows:

BEGINNING at a point for the northeast corner of this tract and the northeast corner of the 181 acre tract;

THENCE S. 00 deg. 20 min. 49 sec. E, 2207.90 feet along the east line of the 181 acre tract to a point for the southeast corner of this tract and the southeast corner of the 181 acre tract;

THENCE S. 89 deg. 39 min. 11 sec. W, 1055.70 feet along the south line of the 181 acre tract to a point in the east line of I.H. 37 for the southwest corner of this tract;

THENCE along the east line of I.H. 37 the following courses:

N. 03 deg. 12 min. 08 sec. W, 178.07 feet to a point;

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: *[Signature]*

BOOK 804 PAGE 460

N. 01 deg. 40 min. 55 sec. W, 1657.99 feet to a point;  
N. 00 deg. 02 min. 15 sec. W, 391.03 feet to a point for the  
northwest corner of this tract;

THENCE S. 89 deg. 23 min. 01 sec. E, 1101.24 feet along the  
north line of the 181 acre tract to the Point of Beginning;

PARCEL III:

BEING 7.00 acres of land out of the R. E. Neill Survey No. 1101,  
Abstract No. 646, Atascosa County, Texas, and out of a 181 acre  
tract of land recorded in Volume 236, Page 174, Deed Records,  
Atascosa County, Texas. Said 7.00 acres being more particularly  
described as follows:

BEGINNING at a point in the North line of the 181 acre tract for  
the northwest corner of this tract. Said northwest corner being  
N. 89 deg. 13 min. 23 sec. E, 67.53 feet from the northeast  
corner of a 33.364 acre tract recorded in Volume 377, Page 347,  
Deed Records, Atascosa County, Texas;

THENCE N. 89 deg. 13 min. 23 sec. E, 327.10 feet along the north  
line of the 181 acre tract to a point for the northeast corner of  
this tract;

THENCE S. 00 deg. 40 min. 34 sec. E, 961.32 feet to a point for  
the southeast corner of this tract;

THENCE N. 80 deg. 40 min. 34 sec. W, 332.15 feet to a point for  
the southeast corner of this tract.

THENCE N. 00 deg. 40 min. 34 sec. W, 903.06 feet to the Point of  
Beginning.

ALSO, a thirty (30') foot wide easement of ingress and egress  
along and South of her entire South boundary line of the above  
described 7.00 acre tract;

And the other parties hereto, JANET HURD PORTER, DOUGLAS HURD, joined  
herein pro forma by his wife, VICKIE L. HURD, and DALE HURD, joined herein pro  
forma by his wife, DEBORAH J. HURD, HAVE GRANTED, RELEASED, CONFIRMED AND  
CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM AND CONVEY  
unto the said KAREN HURD FRAZIER, the property in Parcels II and III above  
described.

TO HAVE AND TO HOLD the above described Property, together with all and  
singular the rights and appurtenances thereto in any wise belonging and any  
right, title and interest of the Grantors in and to adjacent streets, alleys,  
and rights-of-ways, unto the said KAREN HURD FRAZIER, her heirs, personal  
representatives, and assigns forever; and the other parties hereto, JANET HURD  
PORTER, DOUGLAS HURD, joined herein pro forma by his wife, VICKIE L. HURD, and  
DALE HURD, joined herein pro forma by his wife, DEBORAH J. HURD, do bind  
themselves, their heirs, personal representatives, and assigns to WARRANT AND  
FOREVER DEFEND, all and singular the said Property unto the said KAREN HURD  
FRAZIER, her heirs, personal representatives, and assigns, against every  
person whomsoever lawfully claiming or to claim the same or any part thereof,  
subject, however, to the mineral reservation hereinafter made, and subject to  
any easements, rights of ways and outstanding oil, gas and mineral interests  
which may be validly in existence and appear of record in the Deed Records of  
Atascosa County, Texas.

I, Diane Gonzales County Clerk, Atascosa  
County, Texas, do hereby certify that this is  
a true and correct copy as same appears  
of record in my office witness my hand and  
Seal of office on DEC 31 2015



Diane Gonzales, County Clerk  
By Deputy:

The said DOUGLAS HURD, whose address is Rt. 1, Box 127-D, Pleasanton, Atascosa County, Texas, 78064, as his sole separate property and estate, shall from henceforth have, hold, possess, and enjoy, in severalty, by himself, and to him and his heirs, personal representatives and assigns, for his part, share and proportion of the said Property, free from any and all claims of the other parties hereto, all of that certain real estate lying and being situated in Atascosa County, Texas, referred to herein as Parcel IV and more particularly described as follows:

PARCEL IV:

BEING 57.44 acres of land, more or less, described as being the North 14.36 acres of land out of Tract Numbers (4), Five (5), Six (6) and Seven (7) of the M. F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, in Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

And the other parties hereto, JANET HURD PORTER, KAREN HURD FRAZIER, and DALE HURD, joined herein pro forma by his wife, DEBORAH J. HURD, HAVE GRANTED, RELEASED, CONFIRMED AND CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM AND CONVEY unto the said DOUGLAS HURD, the property in Parcels IV above described.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title and interest of the Grantors in and to adjacent streets, alleys, and rights-of-ways, unto the said DOUGLAS HURD, his heirs, personal representatives, and assigns forever; and the other parties hereto, JANET HURD PORTER, KAREN HURD FRAZIER, and DALE HURD, joined herein pro forma by his wife, DEBORAH J. HURD, do bind themselves, their heirs, personal representatives, and assigns to WARRANT AND FOREVER DEFEND, all and singular the said Property unto the said DOUGLAS HURD, his heirs, personal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the mineral reservation hereinafter made and subject to any easements, rights of ways and outstanding oil, gas and mineral interests which may be validly in existence and appear of record in the Deed Records of Atascosa County, Texas.

The said DALE HURD, whose address is Star Route Box 30AA, Pleasanton, Atascosa County, Texas, 78064, as his sole separate property and estate, shall from henceforth have, hold, possess, and enjoy, in severalty, by himself, and to him and his heirs, personal representatives and assigns, for his part, share and proportion of the said Property, free from any and all claims of the other parties hereto, all of that certain real estate lying and being situated in Atascosa County, Texas, referred to herein as Parcel V, and a non-exclusive Easement, and Parcel VI, and more particularly described as follows:

PARCEL V:

BEING 24 acres of land, more or less, described as being the South 6 acres of land out of Tract Numbers (4), Five (5), Six (6) and Seven (7) of the M. F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, in Atascosa County, Texas, as per map or plat of said

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: *[Signature]*

subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

ALSO, a non-exclusive thirty foot (30') wide easement of ingress and egress along the East boundary line of Tract No. 7 of the M.F. Keith Homestead Subdivision, which subdivision is out of the J. M. Walker Survey 190, Abst. No. 908, and out of the P. Tumlinson Sur. No. 1100, Abst. No. 843, Atascosa County, Texas, as per map or plat of said subdivision of record in Vol. 232, Page 145 of the Deed Records of Atascosa County, Texas.

PARCEL VI:

BEING 35 acres of land, more or less out of the Peter Tumlinson Survey No. 1110, Abstract No. 843, and more particularly described by metes and bounds as follows:

BEGINNING at the SW corner of said Survey and running East along the South boundary line of Survey 1144.6 feet to a stake set in said boundary line;

THENCE North 1332 feet to a point;

THENCE West 1144.6 feet to the west boundary line of said Survey;

THENCE South along said west boundary line of said Survey 1332 feet to the Place of Beginning.

And the other parties hereto, JANET HURD PORTER, KAREN HURD FRAZIER, and DOUGLAS HURD, joined herein pro forma by his wife, VICKIE L. HURD, HAVE GRANTED, RELEASED, CONFIRMED AND CONVEYED, and by these presents DO HEREBY GRANT, RELEASE, CONFIRM AND CONVEY unto the said DALE HURD, the property in Parcel V, and the non-exclusive Easement, and Parcel VI, above described.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title and interest of the Grantors in and to adjacent streets, alleys, and rights-of-ways, unto the said DALE HURD, his heirs, personal representatives, and assigns forever; and the other parties hereto, JANET HURD PORTER, KAREN HURD FRAZIER, and DOUGLAS HURD, joined herein pro forma by his wife, VICKIE L. HURD, do bind themselves, their heirs, personal representatives, and assigns to WARRANT AND FOREVER DEFEND, all and singular the said Property unto the said DALE HURD, his heirs, personal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the mineral reservation hereinafter made, and subject to any easements, rights of ways and outstanding oil, gas and mineral interests which may be validly in existence and appear of record in the Deed Records of Atascosa County, Texas.

SAVE AND EXCEPT, HOWEVER, and there is hereby expressly reserved and retained unto JANET HURD PORTER, KAREN HURD FRAZIER, DOUGLAS HURD and DALE HURD, their heirs and assigns, all of their right, title and interest in and to all of the oil, gas and other minerals, in, on, under and that may be mined, produced, saved and sold from all of the above described land, or any part thereof, for a period of ten (10) years from and after the date hereof, and for so long thereafter as oil, gas and other minerals continue to be produced therefrom, together with the right of ingress and egress at all times for the purpose of drilling, exploring, producing and mining for oil, gas and other minerals,

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015



Diane Gonzales, County Clerk  
By Deputy: *[Signature]*

and for the purpose of storing, treating and removing the same therefrom.

Janet Hurd Porter and Karen Hurd Frazier, do further expressly warrant that the property herein conveyed is their separate property and estates, forms no part of any part of their respective homesteads and has been under their exclusive control and management since their date of acquisition thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the 7th day of October, 1988.

Janet Hurd Porter  
 JANET HURD PORTER

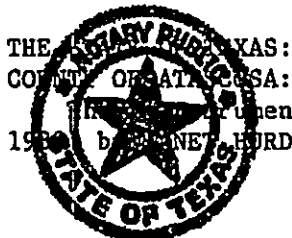
Karen Hurd Frazier  
 KAREN HURD FRAZIER

Douglas Hurd  
 DOUGLAS HURD

Vickie L. Hurd  
 VICKIE L. HURD

Dale Hurd  
 DALE HURD

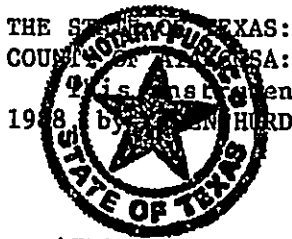
Deborah J. Hurd  
 DEBORAH J. HURD



LELA W. SPRUILL  
COMMISSION EXPIRES 11-14-89

THE STATE OF TEXAS:  
COUNTY OF ATASCOSA:  
This instrument was acknowledged before me on the 7th day of October, 1988, by JANET HURD PORTER.

Lela W. Spruill  
NOTARY PUBLIC, STATE OF TEXAS



LELA W. SPRUILL  
COMMISSION EXPIRES 11-14-89

THE STATE OF TEXAS:  
COUNTY OF ATASCOSA:  
This instrument was acknowledged before me on the 7th day of October, 1988, by KAREN HURD FRAZIER.

Lela W. Spruill  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS:  
COUNTY OF ATASCOSA:

This instrument was acknowledged before me on the 7th day of October, 1988, by DOUGLAS HURD and wife, VICKIE L. HURD.

Lela W. Spruill  
NOTARY PUBLIC, STATE OF TEXAS



LELA W. SPRUILL  
COMMISSION EXPIRES 11-14-89

I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015

Diane Gonzales, County Clerk  
By Deputy: me

THE STATE OF TEXAS:  
COUNTY OF ATASCOSA:

This instrument was acknowledged before me on the 10th day of October,  
1988, by DALE HURD and wife, DEBORAH J. HURD.

Lela W. Spruill  
NOTARY PUBLIC, STATE OF TEXAS



**LELA W. SPRUILL**  
**COMMISSION EXPIRES 11-14-89**

BOOK 804 PAGE 464

I, Diane Gonzales County Clerk, Atascosa  
County, Texas, do hereby certify that this is  
a true and correct copy as same appears  
of record in my office witness my hand and  
Seal of office on DEC 31 2015



Diane Gonzales, County Clerk

By Deputy: [Signature]

5097

BOOK 804 PAGE 465

OFFICE OF COUNTY CLERK

PARTITION DEED

JANET HURD PORTER, ET AL  
TO EACH OTHER

*Return to: Al Steiner*

Filed for Record  
18 Day of Nov. 19 88  
at 8:25 o'clock A M

LAQUITA HAYDEN

County Clerk, Atascosa County  
By Janie Alfars Deputy

STEINLE AND WETHERBEE  
Attorneys at Law  
P. O. BOX 400  
JOURDANTON, TEXAS 78026

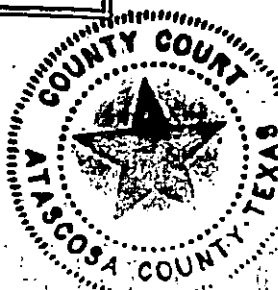
STATE OF TEXAS COUNTY OF ATASCOSA

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



RECORDING DATE  
Nov. 22, 1988  
LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas  
By M. Garcia Deputy



I, Diane Gonzales County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on DEC 31 2015

Diane Gonzales, County Clerk

By Deputy: [Signature]

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

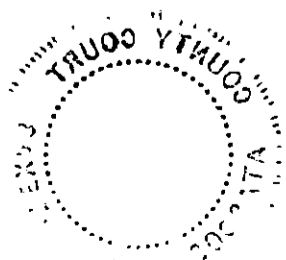
FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Theresa Carrasco*

Theresa Carrasco, County Clerk  
Atascosa County Texas

June 08, 2023 09:23:45 AM

FEE: \$78.00 YSALINAS **234542**  
DIVISION LAND



**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 1 tract of land out of an original 241.58 acres, more or less, described in a Deed, Book Number 804, Page Number 456, Official Public Records, Atascosa County, Texas, and being currently owned by Douglas Hurd, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided for family. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Judge, Atascosa County, Texas

\_\_\_\_\_  
Commissioner Precinct No. 1

\_\_\_\_\_  
Commissioner Precinct No. 2

\_\_\_\_\_  
Commissioner Precinct No. 3

\_\_\_\_\_  
Commissioner Precinct No. 4

Attest: \_\_\_\_\_  
Theresa Carrasco, County Clerk  
Atascosa County, Texas

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

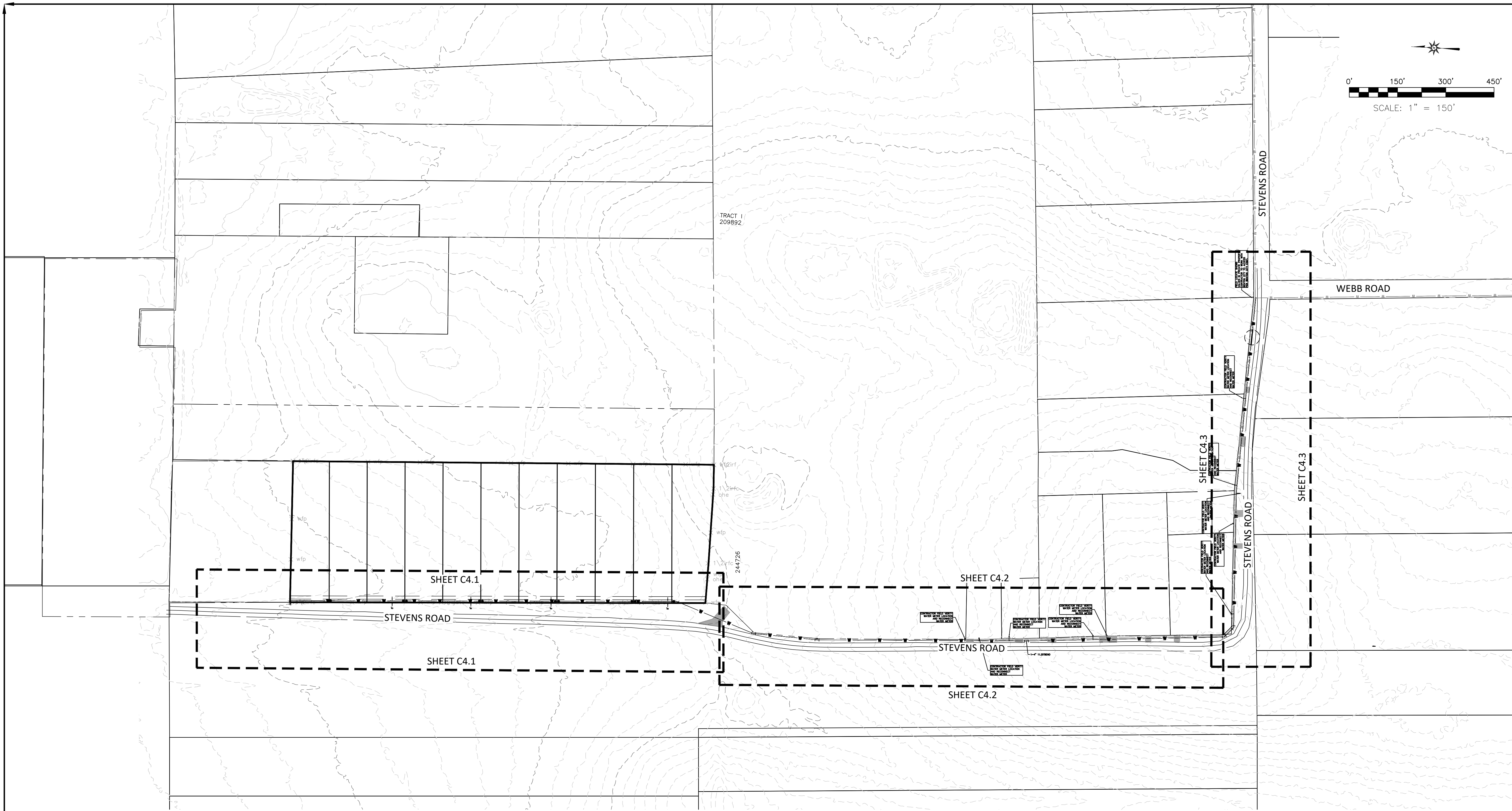
**Meeting Date:** 05/12/2025  
**Item Title:** Utility Permit - Wild Spring Investments Permanant Water Line  
**Submitted For:** Britni Van Curan, Rural Development Director

**Discuss and/or take appropriate action concerning:**

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Utility Rural Development Right-of-Way Permit for a permanent water line in the Stevens Road Right-of-Way for Wild Springs Investments in Precinct 2.

**ATTACHMENTS**

Wild Springs - Water plans  
Wild Springs - Permit



REVISIONS:




P.O. Box 1209 • 109 DILWORTH PLAZA  
POTH, TX 78147  
O. 830.393.8833 • F. 830.393.3388  
WWW.INTRERPIDTX.COM  
TBPLS #10193936 • TBPE #16550

**OVERALL WATER PLAN  
INDEX MAP**  
FOR  
**SOMERSET ESTATES  
SOMERSET, TEXAS  
ATASCOSA COUNTY**

**811 – CALL AT LEAST 48 HOURS BEFORE DIGGING**  
AS OF OCT 1, 1998, IT IS TEXAS STATE LAW THAT YOU CONTACT A ONE-CALL SYSTEM BEFORE EXCAVATING AND MAINTAINED. ALL LOCATIONS AND DISTANCES WILL BE DECIDED UPON THE FIELD BY THE CONTRACTOR.  
ONE-CALL SYSTEM OF TEXAS DIG TESS LONE STAR NOTIFICATION TEXAS ONE-CALL  
1-800-545-6005 1-800-344-8377 1-800-669-8344 1-800-245-4545

A FEDERAL LAW NOW IN EFFECT ALSO STATES THAT ANY PERSON WHO ENGAGES IN EXCAVATION ACTIVITIES WITHOUT FIRST USING AN AVAILABLE ONE-CALL NOTIFICATION SYSTEM TO DETERMINE LOCATIONS OF UNDERGROUND FACILITIES; OR WITHOUT HEEDING LOCATION INFORMATION OR MARKINGS AND SUBSEQUENTLY DAMAGES AN UNDERGROUND FACILITY SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. THE LAW ALSO STATES THAT OSHA MAY BE NOTIFIED OF ANY ACCIDENT CAUSED BY AN EXCAVATOR.

**TRENCH EXCAVATION SAFETY PROTECTION**  
CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGNER/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION THAT COMPLIES WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

**RIGHT OF WAY CONSTRUCTION NOTE:**  
IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ALL SIGNS AND BARRICADES ARE PROPERLY INSTALLED AND MAINTAINED. ALL LOCATIONS AND DISTANCES WILL BE DECIDED UPON THE FIELD BY THE CONTRACTOR. USING THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE COUNTY OF WILSON AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS. CONSTRUCTION INSPECTOR AND THE OWNER'S REPRESENTATIVE WILL ONLY BE RESPONSIBLE TO INSPECT BARRICADES AND SIGNS. IF IN THE OPINION OF THE OWNER'S REPRESENTATIVE AND THE CONSTRUCTION INSPECTOR, THE BARRICADES AND SIGNS DO NOT CONFORM TO ESTABLISHED STANDARDS OR ARE INCORRECTLY PLACED OR ARE INSUFFICIENT IN QUANTITY TO PROTECT THE GENERAL PUBLIC, THE CONSTRUCTION INSPECTOR SHALL HAVE THE OPTION TO STOP OPERATIONS UNTIL SUCH TIME AS THE CONDITIONS ARE CORRECTED.

**BENTON CITY WATER PARTS/MATERIALS LIST:**

FS71 / 04	Brass Saddle Hinged (Ford)	4"x1"
FBA43-342W-G-NL	Ball Angle Stop/Curb Stop (Ford)	1"x3/4"x5/8"
F1100-4-G-NL	Corp CTS (Ford)	1"
PSISCG	Insert CTS (Pro Select)	1"
R261076-100	Pex 100FT Roll Box (Rehau)	1"

- BENTON CITY WATER REQUIREMENTS:**
1. ALL PIPING MUST BE SAND BEDDED, CONTRACTOR MUST PREPARE TO BRING IN THE SAND FOR BACKFILL. SOME ONSITE TRENCH MATERIAL COULD BE USED IF IT PASSES INSPECTION FROM BENTON CITY.
  2. MINIMUM 4' DEPTH FOR WATERLINE, MEET TCEQ STANDARDS FOR ANY CROSSINGS.
  3. CALL 911 TO LOCATE ALL UTILITIES NEAR PROJECT PRIOR TO BEGINNING.
  4. CONTRACTOR MUST WARRANTY FOR BACKFILL COMPACTION OF TRENCHES. ESPECIALLY ON OPEN CUT GRAVEL DRIVEWAYS. CONTRACTOR MUST REPAIR TO EXISTING OR BETTER CONDITIONS. ASPHALT OR CONCRETE DRIVEWAYS MUST BE BORED.
  5. TRACER WIRE MUST BE INSTALLED PER TYPICAL DETAILS
  6. ANY CASING SHALL BE SDR 35 PVC TWICE THE SIZE OF WATERLINE PIPE.
  7. ALL FITTINGS MUST BE MJ AND MEGALUGS RESTRAINED.
  8. ALL SERVICES MUST BE SINGLE SERVICES 1", SEE PARTS MATERIALS LIST
  9. BLOWOFF ASSEMBLY TO BE MAINGUARD
  10. WATERLINE TO RUN ±5' ALONG PROPERTY LINE
  11. ALL TAPS TO BE SINGLE SERVICE TAPS BY 4"x 1" BRASS SADDLE(FORD), PEX PIPE SERVICE LINE, SEE PARTS MATERIALS LIST
  12. VALVE BOXES MUST BE 6"x9" VALVE BOX, CAST IRON
  13. ALL VALVES MUST BE CONCRETE ENCASED.

JOB NO.:	24-0685
DATE:	OCTOBER 2024
CHECKED:	RJ
DESIGNED:	MK
SHEET:	C4.0







CONSTRUCTION GENERAL NOTES:

- 1. THE LOCATION AND DEPTHS OF EXISTING UTILITIES ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WHETHER SHOWN ON THE PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.
2. THE CONDITION OF THE ROAD AND/OR RIGHT OF WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL, OR BETTER CONDITION, ANY DAMAGE DONE TO EXISTING FENCES, CULVERT PIPES, OR DRIVEWAYS. ANY DAMAGE INCURRED WILL BE REPAIRED AT THE CONTRACTORS EXPENSE (NO SEPARATE PAYMENT).
3. UNDERGROUND UTILITIES SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO, AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES WHETHER THEY ARE SHOWN ON THE PLANS OR NOT.
4. ALL INTERPRETATIONS OF PLANS AND SPECIFICATIONS BY THE ENGINEER SHALL BE FINAL.
5. CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES, MARKS, ETC... IF ANY ARE DESTROYED OR REMOVED THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. ALL WATER PIPE FITTINGS AND VALVES LESS THAN 6" IN DIAMETER SHALL BE LAID IN A SAND EMBEDMENT. THE SAND SHALL FULLY ENCASE ALL PIPE INCLUDING FITTINGS AND VALVES A MINIMUM OF SIX (6") INCHES.
7. ALL SANITARY SEWER CROSSINGS SHALL CONFORM TO 30 TAC CHAPTER 217.53 (ALSO SEE TYPICAL SANITARY SEWER/WATER CROSSING DETAIL ON WATER DETAIL SHEET.
8. A MINIMUM OF 36 INCHES OF COVER IS TO BE MAINTAINED OVER THE WATER MAINS.
9. NO SEPARATE PAYMENT WILL BE MADE FOR REQUIRED PIPE LINE OR VALVE MARKERS.
10. THE CONTRACTOR MUST COMPLY WITH ALL REQUIREMENTS FOR CROSSING EXISTING OIL AND GAS PIPELINES INCLUDING NOTICE AND HAND DIGGING REQUIREMENTS. THE CONTRACTOR MUST CONTACT THESE UTILITY OWNERS TO DETERMINE THEIR REQUIREMENT FOR DEPTH, CLEARANCES, METHODS, ETC. (IF NECESSARY)
11. WHENEVER POWER POLES ARE ADJACENT TO THE PROPOSED WATER LINES, THE CONTRACTOR SHALL PROVIDE PROPER SHORING OR OTHER SUITABLE SUPPORT DURING CONSTRUCTION OF THE WATER LINES.
12. THE CONTRACTOR SHALL ACCOMPLISH ALL CUTTING, CAPPING, PLUGGING, AND BLOCKING NECESSARY TO ISOLATE THOSE EXISTING WATER MAINS RETAINED IN SERVICE FROM THOSE ABANDONED. THE OPEN ENDS OF ABANDONED WATER MAINS AND ALL OTHER OPENINGS OR HOLES IN SUCH WATER MAINS OCCASIONED BY CUTTING OR REMOVAL OF OUTLETS SHALL BE BLOCKED OFF BY MANUALLY FORCING CEMENT GROUT OR CONCRETE INTO AND AROUND THE OPENINGS IN SUFFICIENT QUANTITY TO PROVIDE A PERMANENT SUBSTANTIALLY WATER TIGHT SEAL. ABANDONMENT OF EXISTING WATER MAINS WILL BE CONSIDERED INCIDENTAL TO THE WORK REQUIRED AND NO DIRECT PAYMENT WILL BE MADE.
13. THE CONTRACTOR SHALL MAKE ALL TIE-INS TO EXISTING WATER MAINS REQUIRED BY THE PLANS AFTER THE NEW WATER MAINS HAVE SUCCESSFULLY PASSED THE HYDRO-STATIC PRESSURE TEST AND BACTERIOLOGICAL TESTS REQUIRED FOR ACCEPTANCE OF THE NEW WATER MAINS. IT IS ANTICIPATED THAT ALL TIE-INS TO EXISTING WATER MAINS WILL BE "DRY CONNECTIONS" (WHILE THE WATER MAIN IS EMPTY). SOME OF THE EXISTING WATER VALVES MAY BE USED TO ISOLATE THE SECTION TO BE TIED INTO.
14. PRESSURE TESTING SHALL BE COMPLETED EVERY 2,000 LF (MAX) OF LINE OR AS APPROVED BY THE ENGINEER. ALL ERRORS OF WORKMANSHIP SHALL BE CORRECTED IMMEDIATELY. ALL PARTS OF THE PIPE LINE SHALL BE BACKFILLED AND BRACED SUFFICIENTLY TO PREVENT MOVEMENT UNDER PRESSURE.
15. TAPPING MACHINES UTILIZED FOR THE PURPOSE OF INSTALLING TAPPING VALVES, CORPORATION STOPS, AND AIR RELEASE VALVES WILL BE OF THE PURGE TYPE WHICH AT THE TIME OF TAPPING SHALL EXPEL ALL CHIPS AND RESIDUE TO ATMOSPHERE THROUGH AN APPROPRIATE OUTLET.
16. AT NO TIME CAN THE CONTRACTOR HAVE MORE THAN 500 L.F. OF UN-BACKFILLED TRENCH BEHIND HIM AND NO MORE THAN 1,500 L.F. OF UN-ASPHALTED TRENCH BEHIND HIM.
17. NOTIFY THE INSPECTOR FORTY-EIGHT HOURS PRIOR TO BACKFILLING OR TESTING.
18. BASE MATERIAL SHALL BE COMPACTED IN LIFTS AS DETAILED. EACH COURSE SHALL BE COMPACTED TO FULL REQUIRED DENSITY BEFORE SUCCEEDING LAYERS ARE PLACED.
19. UTILITY TRENCH COMPACTION SHALL BE TO 95% MINIMUM DENSITY (TEX 113E) AND PROOF ROLLED PRIOR TO THE APPROVAL OF THE UTILITY.
20. ALL SUITABLE MATERIAL EXCAVATED DURING CONSTRUCTION SHALL BE EMBAKED ON-SITE AS DIRECTED BY THE OWNER AND IS REFLECTED IN THE BID SCHEDULES.
21. UNSUITABLE EXCAVATION INCLUDING OLD CURB CONCRETE, ASPHALT, STRIPING, ETC., SHALL BECOME "WASTE" AND THE PROPERTY OF THE CONTRACTOR, CONTRACTOR IS TO DISPOSE OF PROPERLY OFFSITE.
22. THE CONTRACTOR SHALL NOT PLACE ANY WASTE MATERIALS IN THE 100 YEAR FLOOD PLAIN WITHOUT FIRST OBTAINING AN APPROVED FLOOD PLAIN DEVELOPMENT PERMIT. ALL WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS RESPONSIBILITY TO DISPOSE OF THIS MATERIALS OFF THE LIMITS OF THE RIGHT-OF-WAY AND ON PRIVATE PROPERTY WHERE THE CONTRACTOR HAS THE CONSENT OF THE PROPERTY OWNERS. NO WASTE MATERIALS SHALL BE PLACED IN LOW AREAS, AREAS IN THE 100 YEAR FLOOD PLAIN, OR IN AREAS THAT BLOCK OR ALTER THE FLOW OF THE NATURAL OR EXISTING DRAINAGE.
23. CONTRACTOR SHALL FURNISH THE ENGINEER WITH AN AS-BUILT PLAN INDICATING LENGTHS AND SIZES OF PIPE INSTALLED, DIMENSIONS FROM RIGHT-OF-WAY OR PAVEMENT TO CENTERLINE OF PIPE, THE LOCATION OF ALL FITTINGS, VALVES, FIRE HYDRANTS, SERVICES, AND ALL TIE-INS TO EXISTING MAINS.
24. CONTRACTOR, WHEN NOTED, IS REQUIRED TO REMOVE, SALVAGE AND REPLACE EXISTING PIPE CULVERTS. (NO SEPARATE PAY ITEM) ANY DAMAGES INCURRED WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION, ANY DAMAGES DONE TO EXISTING IMPROVEMENTS INCLUDING FENCES, CONCRETE ISLANDS, STREET PAVING, LAWNS, CURBS, DRIVEWAYS, ETC... (NO SEPARATE PAY ITEM.)
26. CONTRACTOR IS TO PROVIDE GRASS GROWTH IN ACCORDANCE WITH ITEM 164 OF DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (1993) FOR PROPOSED EARTHEN CHANNEL(S) CONSTRUCTED IF ANY. ACCEPTANCE BY THE CITY SHALL REQUIRE ADEQUATE COVERAGE OF CHANNEL AREA.
27. UNDER PAVED DRIVEWAYS, THE FINAL COMPACTION SHALL BE BROUGHT TO 12" FROM THE EXISTING GRADES. THIS FINAL 12" SHALL BE REPLACED WITH ASPHALT TREATED BASE THE COST FOR THIS SHALL BE DEEMED INCLUDED IN THE UNIT PRICE BID PER SQUARE YARD FOR "CUTTING & PATCHING ASPHALTIC PAVEMENT" AND TO THE LIMITS AS SHOWN ON THE PLANS.
28. UNDER CONCRETE DRIVEWAYS, THE FINAL COMPACTION SHALL BE BROUGHT TO A POINT 2" BELOW THE BOTTOM OF THE EXISTING CONCRETE SAW CUT. THIS FINAL 2" SHALL BE REPLACED WITH A 2" CLEAN SAND BASE AND THEN FINISH WITH AN EQUIVALENT THICKNESS OF CLASS "A" CONCRETE AND REINFORCING STEEL. THE COST FOR THIS SHALL BE DEEMED INCLUDED IN THE UNIT PRICE BID PER SQUARE YARD FOR "CUTTING & REPLACING CONCRETE PAVEMENT" AND TO THE LIMITS AS SHOWN ON THE PLANS.
29. UNDER ALL GRAVEL STREETS, DRIVEWAYS AND PARKING AREAS, THE FINAL COMPACTION SHALL BE BROUGHT TO 6" BELOW EXISTING GRADE. THE FINAL 6" SHALL BE BROUGHT TO GRADE WITH 6" OF CRUSHED LIMESTONE BASE MATERIAL. THE MATERIAL SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95%. NO EXTRA PAYMENT SHALL BE MADE FOR REMOVING AND REPLACING GRAVEL STREETS, DRIVEWAYS AND PARKING AREAS. THE COST FOR THIS ITEM SHALL BE DEEMED INCLUDE IN THE UNIT PRICE BID FOR VARIOUS SIZE PIPE IN PLACE.
30. THE CONTRACTOR WILL BE REQUIRED TO FURNISH BARRICADES, WARNING SIGNS, LIGHTS, FLARES, FLAGS, FLAGMANS, ETC., WHERE NECESSARY AND AS DIRECTED BY THE ENGINEER IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
31. THE CONTRACTOR SHALL MAINTAIN TWO WAY TRAFFIC AT ALL TIMES ON ALL EXISTING STREETS DURING CONSTRUCTION.
32. THE CONTRACTOR SHALL PROVIDE ACCESS FOR THE DELIVERY OF THE MAIL BY THE U.S. POSTAL SERVICE.
33. THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENCES AND BUSINESSES.
34. DUE TO FEDERAL REGULATION TITLE 49, PART 192.181, THE LOCAL GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
35. THE INTENT OF THE CONSTRUCTION DRAWINGS IS THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL INCIDENTAL WORK NECESSARY TO COMPLETE THE PROJECT IN AN ACCEPTABLE MANNER READY FOR THE USE BY THE OWNER.
36. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
37. THE CONTRACTOR IS TO CONTACT THE TXDOT MAINTENANCE SUPERVISOR 48 HOURS PRIOR TO WORK OCCURRING IN STATE RIGHT-OF-WAY.
38. TXDOT ROW WILL NOT BE USED AS AN AREA FOR CONTRACTOR PARKING OR FOR STAGING THE RECEIPT OF MATERIALS OR EQUIPMENT.
39. TRAFFIC CONTROL AND CONSTRUCTION BARRICADES WILL MEET THE REQUIREMENTS OF THE TEXAS MUTCD.
40. AT NO TIME WILL THE ROADWAY TRAVEL WAY BE BLOCKED.
41. A MINIMUM 3:1 (H:V) TEMPORARY SAFETY SLOPE OF STABLE COMPACTED MATERIAL WILL BE REQUIRED ADJACENT TO THE STATE HIGHWAY EDGE OF PAVEMENT AT ALL TIMES DURING NON WORKING HOURS.
42. ALL MATERIALS AND CONSTRUCTION METHODS USED IN STATE ROW WILL MEET STATE SPECIFICATIONS. THIS SUPERSEDES ALL OTHER SPECIFICATIONS IN THE PLANS.
43. ANY DAMAGE TO TXDOT FACILITIES WILL BE REPAIRED AT NO EXPENSE TO THE STATE, TO TXDOT'S SATISFACTION.
44. THE CONTRACTOR WILL USE BEST MANAGEMENT PRACTICES (BMP'S) TO MINIMIZE EROSION AND SEDIMENTATION IN THE RIGHT OF WAY RESULTING FROM THE PROPOSED CONSTRUCTION. RE-VEGETATION OF DISTURBED AREAS WILL BE COMPLETED IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS.
45. PRIOR TO SEEDING OR RE-VEGETATION THE FRONT SLOPES WILL BE SHOULDERED UP WITH TOPSOIL TO ELIMINATE ANY PAVEMENT EDGE DROP-OFF.
46. MUD TRACKED ONTO THE ROADWAY FROM THE SITE WILL BE IMMEDIATELY REMOVED TO THE SATISFACTION OF TXDOT.
47. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING EXISTING SIGNS ON TXDOT APPROVED TEMPORARY MOUNTS UNTIL PERMANENT SIGNS ARE PLACED.
48. THE FINAL PLACEMENT OF PERMANENT SIGNS WILL BE COORDINATED PRIOR TO PLACEMENT WITH THE LOCAL TXDOT MAINTENANCE SUPERVISOR.
49. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES AS NECESSARY TO PREVENT DAMAGE TO ADJACENT PROPERTIES AND TO CONFORM TO LOCAL JURISDICTIONAL AUTHORITY REQUIREMENTS.
50. ALL DIRECT OR CONVENTIONAL BORE CONSTRUCTION WITHIN TEXAS DEPARTMENT OF HIGHWAYS R.O.W.'S SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED TXDOT PERMIT.
51. NO EXTRA PAY ITEM WILL BE ALLOWED FOR WORK CALLED FOR ON PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED IN THE PAY ITEM TO WHICH IT RELATES.

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

- 1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ's "Rules and Regulations for Public Water Systems.
2. An appointed engineer shall notify in writing the local TCEQ's Regional Office when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner shall notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39f(3)(3).
3. All newly installed pipes and related products must conform to the American National Standards Institute (ANSI)/NSF International Standard 61 and must be certified by an organization accredited by ANSI, as required by 30 TAC §290.44(a)(1).
4. Plastic pipe for use in public water systems must bear the NSF International Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less, as required by 30 TAC §290.44(a)(2).
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply, as required by 30 TAC §290.44(a)(3).
6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 TAC §290.44(a)(4).

Revised March 4, 2015

- L = length of line of same size being tested, in feet
Q = rate of loss, 0.0015 cubic feet per minute per square foot internal surface
(C) Since a K value of less than 1.0 may not be used, the minimum testing time for each pipe diameter is shown in the following Table C.3:

Table with 4 columns: Pipe Diameter (inches), Minimum Time (seconds), Maximum Length for Minimum Time (feet), and Longer Length (seconds/foot). Rows include diameters from 6 to 33 inches.

- (D) An owner may stop a test if no pressure loss has occurred during the first 25% of the calculated testing time.
(E) If any pressure loss or leakage has occurred during the first 25% of a testing period, then the test must continue for the entire test duration as outlined above or until failure.
(F) Wastewater collection system pipes with a 27 inch or larger average inside diameter may be air tested at each joint instead of following the procedure outlined in this section.
(G) A testing procedure for pipe with an inside diameter greater than 33 inches must be approved by the executive director.
(2) Infiltration/Exfiltration Test
(A) The total exfiltration, as determined by a hydrostatic head test, must not exceed 50 gallons per inch of diameter per mile of pipe per 24 hours at a minimum test head of 2.0 feet above the crown of a pipe at an upstream manhole.
(B) An owner shall use an infiltration test in lieu of an exfiltration test when pipes are installed below the groundwater level.
(C) The total exfiltration, as determined by a hydrostatic head test, must not exceed 50 gallons per inch diameter per mile of pipe per 24 hours at a minimum test head of two feet above the crown of a pipe at an upstream manhole, or at least two feet above existing groundwater level, whichever is greater.
(D) For construction within a 25-year flood plain, the infiltration or exfiltration must not exceed 10 gallons per inch diameter per mile of pipe per 24 hours at the same minimum test head as in subparagraph (C) of this paragraph.
(E) If the quantity of infiltration or exfiltration exceeds the maximum quantity specified, an owner shall undertake remedial action in order to reduce

TCEQ-0598 (Rev. July 15, 2015)

Page 4 of 8

executive director has reviewed and approved the methods proposed to protect the sensitive feature and the Edwards Aquifer from any potentially adverse impacts to water quality while maintaining the structural integrity of the line.

- 7. Sewer lines located within or crossing the 5-year floodplain of a drainage way will be protected from inundation and stream velocities which could cause erosion and scouring of backfill. The trench must be capped with concrete to prevent scouring of backfill, or the sewer lines must be encased in concrete. All concrete shall have a minimum thickness of 6 inches.
8. Blasting procedures for protection of existing sewer lines and other utilities will be in accordance with the National Fire Protection Association criteria. Sand is not allowed as bedding or backfill in trenches that have been blasted. If any existing sewer lines are damaged, the lines must be repaired and retested.
9. All manholes constructed or rehabilitated on this project must have watertight size on size resilient connectors allowing for differential settlement. If manholes are constructed within the 100-year floodplain, the cover must have a gasket and be bolted to the ring. Where gasketed manhole covers are required for more than three manholes in sequence or for more than 1500 feet, alternate means of venting will be provided. Bricks are not an acceptable construction material for any portion of the manhole.

The diameter of the manholes must be a minimum of four feet and the manhole for entry must have a minimum clear opening diameter of 30 inches. These dimensions and other details showing compliance with the commission's rules concerning manholes and sewer line/manhole inverts described in 30 TAC §217.55 are included on Plan Sheet \_\_\_ of \_\_\_.

It is suggested that entrance into manholes in excess of four feet deep be accomplished by means of a portable ladder. The inclusion of steps in a manhole is prohibited.

Where water lines and new sewer line are installed with a separation distance closer than nine feet (i.e., water lines crossing wastewater lines, water lines paralleling wastewater lines, or water lines next to manholes) the installation must meet the requirements of 30 TAC §217.53(d) (Pipe Design) and 30 TAC §290.44(e) (Water Distribution).

Where sewers lines deviate from straight alignment and uniform grade all curvature of sewer pipe must be achieved by the following procedure which is recommended by the pipe manufacturer: \_\_\_

If pipe flexure is proposed, the following method of preventing deflection of the joint must be used: \_\_\_

Specific care must be taken to ensure that the joint is placed in the center of the trench and properly bedded in accordance with 30 TAC §217.54.

New sewage collection system lines must be constructed with stub outs for the connection of anticipated extensions. The location of such stub outs must be marked on the ground such that their location can be easily determined at the time of connection of the extensions. Such stub outs must be manufactured wyes or tees that are compatible in size and material with both the sewer line and the extension. At the time of original construction, new stub-outs must be constructed sufficiently to extend beyond the end of the street pavement. All stub-outs must be sealed with a manufactured cap to prevent leakage. Extensions that were not anticipated at the time of original construction or that are to be connected to an existing sewer line not furnished with stub outs must be connected using a manufactured saddle and in accordance with accepted plumbing techniques.

TCEQ-0598 (Rev. July 15, 2015)

Page 2 of 6

San Antonio Water System Standard Specifications for Construction

ITEM NO. 818

PVC (C-900, C-905 and C-909) PIPE INSTALLATION

818.1 DESCRIPTION: This item shall consist of PVC (C-900, C-905 and C-909) pipe installation in accordance with these specifications and as directed by the Engineer. Deflection of PVC (C-900, C-905 and C-909) pipe shall not be allowed.

818.2 SUBMITTALS: Contractor shall submit manufacturer's product data instructions, recommendations, shop drawings, and certifications.

818.3 MATERIALS: The materials for PVC pipe installation shall conform to the specifications contained within the latest revision of SAWS Material Specification Item Nos. 05-12, 819-01, and 05-13, "Polyvinyl Chloride (PVC) Pipe."

818.4 CONSTRUCTION METHOD: PVC (C-900, C-905 and C-909) pipe shall be installed as specified within Item No. 812, "Water Main Installation" of these specifications. PVC (C-900, C-905 and C-909) mains shall be laid to the depth and grades shown in the contract documents. The pipe shall be laid by inserting the spigot end into the bell flush with the insertion line or as recommended by the manufacturer. At no time shall the bell end be allowed to go past the "insertion line." A gap between the end of the spigot, and the adjoining pipe is necessary to allow for expansion and contraction.

Joint Restraints: For all mains consisting of PVC (C-900, C-905 and C-909) joint restraints as specified in SAWS' Material Specification Item No. 95-10, "Pipe Joint Restraint Systems," and shall be installed in accordance with manufacturer's recommendations. Joint restraints shall be bi-directional and installed to fully restrain the system as shown in Standard Drawing Details DD-839-04 through DD-839-8, or indicated in the contract documents.

PVC (C-900, C-905 and C-909) pipe shall be field cut using a power saw with a steel blade or abrasive disc, depending on the size of pipe. If a bevel is needed after field cutting, it should be in accordance with the latest applicable recommendations of: Uni-Bell or ASTM/AWWA standards. Such work will be subject to approval by the Inspector.

Tracer Wire: Tracer wire shall be utilized for location purposes and taped directly to the pipe. Tracer wire shall be of solid core (14 gauge insulated), and shall be taped to the main in minimum of 10 inch increments. Wire shall also come up to

818-1

April 2014

If no stub-out is present an alternate method of joining laterals is shown in the detail on Plan Sheet \_\_\_ of \_\_\_ (For potential future laterals).

The private service lateral stub-outs must be installed as shown on the plan and profile sheets on Plan Sheet \_\_\_ of \_\_\_ and marked after backfilling as shown in the detail on Plan Sheet \_\_\_ of \_\_\_.

13. Trenching, bedding and backfill must conform with 30 TAC §217.54. The bedding and backfill for flexible pipe must comply with the standards of ASTM D-2321, Classes IA, IB, II or III. Rigid pipe bedding must comply with the requirements of ASTM C 12 (ANSI A 106.2) classes A, B or C.

14. Sewer lines must be tested from manhole to manhole. When a new sewer line is connected to an existing stub or clean-out, it must be tested from existing manhole to new manhole. If a stub or clean-out is used at the end of the proposed sewer line, no private service attachments may be connected between the last manhole and the cleanout unless it can be certified as conforming with the provisions of 30 TAC §213.5(c)(3)(E).

15. All sewer lines must be tested in accordance with 30 TAC §217.57. The engineer must retain copies of all test results which must be made available to the executive director upon request. The engineer must certify in writing that all wastewater lines have passed all required testing to the appropriate regional office within 30 days of test completion and prior to use of the new collection system. Testing method will be:

- (a) For a collection system pipe that will transport wastewater by gravity flow, the design must specify an infiltration and exfiltration test or a low-pressure air test. A test must conform to the following requirements:
(1) Low Pressure Air Test
(A) A low pressure air test must follow the procedures described in American Society For Testing And Materials (ASTM) C-828, ASTM C-924, or ASTM F-1417 or other procedure approved by the executive director, except as to testing times as required in Table C.3 in subparagraph (C) of this paragraph or Equation C.3 in subparagraph (B)(i) of this paragraph.
(B) For sections of collection system pipe less than 36 inch average inside diameter, the following procedure must apply, unless a pipe is to be tested as required by paragraph (2) of this subsection.
(i) A pipe must be pressurized to 3.5 pounds per square inch (psi) greater than the pressure exerted by groundwater above the pipe.
(ii) Once the pressure is stabilized, the minimum time allowable for the pressure to drop from 3.5 psi gauge to 2.5 psi gauge is computed from the following equation:

Equation C.3 T = (0.085 x D x K) / Q

Where:

- T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 X D X L, but not less than 1.0
D = average inside pipe diameter in inches

TCEQ-0598 (Rev. July 15, 2015)

Page 3 of 6

San Antonio Water System Standard Specifications for Construction

the top of valve extensions and fire hydrant stems, as directed by the Inspector.

818.5 MEASUREMENT: PVC pipe will be measured by the linear foot for each size and type as follows:
Measurements will be from the center line intersection of runs and branches of tees to the end of the valve of a dead end run.

Measurements will also be between the center line intersection of runs and branches of tees. Where the branch is plugged for future connection, the measurement will include the entire laying length of the branch or branches of the fitting.

The measurement of each line of pipe of each size will be continuous and shall include the full laying lengths of all fittings and valves installed between the ends of such line except that the laying length of reducers will be divided equally between the connected pipe sizes. Lines leading to a tapping connection with an existing main will be measured to the center of the main tapped.

818.6 PAYMENT: Payment for PVC Pipe installed will be made at the unit price bid per linear foot of pipe of the various sizes installed by the open cut method. Such payment shall also include excavation, selected embedment material, backfill, compaction, polyethylene sleeve, hauling and disposition of surplus excavated material, including all existing pipe, fittings, appurtenances to be abandoned (where specified or shown in the contract documents).

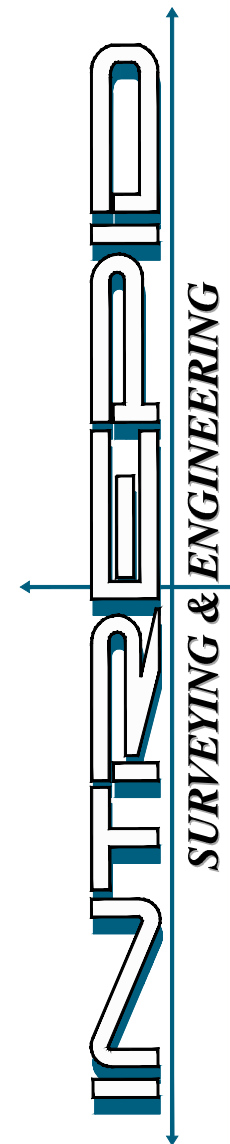
- End of Specification -

818-2

April 2014

REVISIONS:

Table with 3 columns: No., Description, Date. Multiple empty rows for revisions.



P.O. Box 1209 • 109 DILLWORTH PLAZA
POTH, TX 78147
D. 830.393.8833 • F. 830.393.3388
WWW.INTERPDTX.COM
TBPLS #10193936 • TBPE #16550

UTILITY NOTE AND DETAIL SHEET

FOR SOMERSET ESTATES SOMERSET, TEXAS ATASCOSA COUNTY

JOB NO.: 24-0722

DATE: OCTOBER 2024

DRAWN: MK

DESIGNED: MK

CHECKED: RJ

SHEET: C4.4





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

Residential Use: \_\_\_\_\_  
FEE: 500<sup>00</sup>

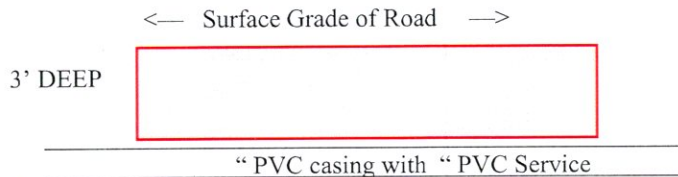
Commercial Use: \_\_\_\_\_  
PAID: X

Date: 5/5/25

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

Formal notice is hereby given that Wild Springs Investments LLC  
Company proposes to place a Permanant Public Water  
line within the right-of-way of Stevens Road in Precinct 2  
Atascosa County, Texas as follows: (give location, length, general design, etc.)  
4000 L.F. of 4" PVC waterline approximatley 22450 L.F. from Loop 1604.

(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 5 day of May, 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.")

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

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.")

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

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).

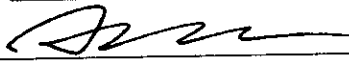
13. It State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

- (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 Wild Springs Investments LLC

By (Print) Shawn Culhane

Signature 

Title President

Address 15715 Bee Cave Pkwy A210  
~~210 Bee Cave, Texas 78738~~

Phone No. ~~210-960-8867~~ 512 675 4474

Fax No \_\_\_\_\_

To: \_\_\_\_\_

Roadway Stevens Rd.  
Beg. RM \_\_\_\_\_ Offset \_\_\_\_\_ End RMOffset \_\_\_\_\_  
County Precincts No. 2 Atascosa County, Texas  
Date: 5/5/25

**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 2 Commissioner:**  
Mark Bowen  
830-742-3946  
1625 FM 3175  
Lytle, TX 78052

**Precinct 3 Commissioner:**  
George Pawelek  
830-277-1213  
76 Yule Ave  
Charlotte, TX 78011

**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.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 05/12/2025  
**Item Title:** Exception - Liberation 97 & County Road 321  
**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:** Certificate of Exception for Liberation Ranches on W State Highway 97 and  
County Road 321 in Precinct 3.

**ATTACHMENTS**

Liberation Registration - W 97 & CR 321  
Certificate - Liberation W 97 and CR 321



## Registration for Division of Land in Atascosa County

I Liberation Ranches | Hawthorne Land, LLC, am the owner of the attached filed division of land located at ABS A00478 I&GN RR CO SV-1752, 11.74 ACRES; ABS A00481 I&GN RR CO SV-1751, 1. ACRES; ABS A00482 I&GN RR CO SV-1753, 146.16 ACRES; ABS A00282 J P GORMAN SV-1189, 90.8 ACRES (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 03/24/2025

Signature: *John Spencer Grogan*

Printed Name: John Spencer Grogan

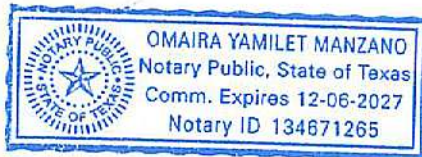
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

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

GIVEN under my hand and seal of office this March 24, 2025.



*OMAIRA YAMILET MANZANO*

Notary Public, in and for  
State of Texas



## **Division Type Definitions:**

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

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

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

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

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

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

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

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

**ELECTRONICALLY RECORDED****OFFICIAL PUBLIC RECORDS***Theresa Carrasco*Theresa Carrasco, County Clerk  
Atascosa County, TX

11/08/2024 9:43 AM

**247387**

\$ 74.00

KPONTON

WDVL

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

**General Warranty Deed with Vendor's Lien****Date:** November 6, 2024**Grantor:** MYRA LANETTE JOHNSON (F/K/A MYRA LANETTE MEYER), DAVID PHIL MEYER (A/K/A DAVID THEOPHIL MEYER), and JOE S. MEYER, as to an undivided 50% interest; and

RICHARD F. SRALLA and LAURIE D. WARD, as to an undivided 50% interest

**Grantor's Mailing Address:** C/O Myra Lanette Johnson  
1935 Acacia Parkway, Spring Branch, TX 78070**Grantee:** Hawthorne Land, LLC**Grantee's Mailing Address:** Hawthorne Land, LLC  
5900 Balcones Dr., Ste 100, Austin, TX 78731**Consideration:***JA 24 54549*

Ten and 00/100 Dollars cash and other good and valuable consideration and a note of even date executed by Grantee and payable to the order of Hawthorne Income Fund, LLC (the "Lender") in the principal amount of TWO MILLION THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED TWO AND 07/100 DOLLARS (\$2,317,602.07). The note is secured by a first and superior vendor's lien and superior title retained in this deed (and transferred in favor of the Lender) and by a first-lien deed of trust of even date from Grantee to Liang Gao, trustee.

**Property (including any improvements):**

BEING 243.717 acres of land, more or less, situated in and being out of the J. P. Gorman Survey No. 1189, Abstract No. 282, the I & GN RR Survey No. 1752, Abstract No. 478, the I & GN RR Survey No. 1750 Survey, Abstract No. 481, and the I & GN RR Survey No. 1753, Abstract No. 482, all in Atascosa County, Texas. Said 243.717 acres of land, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

**Reservations from Conveyance:**

Each Grantor does hereby RESERVE unto such Grantor their respective heirs, successors, and/or assigns all of the oil, gas, and other minerals, owned by such Grantor, in, on, and/or under the Property and that may be produced therefrom, including all rights and privileges appurtenant thereto, including without limitation the following: (i) the right to lease Grantor's interest(s) in the

mineral estate herein reserved; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; (iv) the right to receive royalty; and (v) the right to explore for and develop Grantor's interest in the mineral estate herein reserved (including the right to utilize the surface of the Property as is necessary and/or convenient for such exploration and development). If the mineral estate is subject to existing production or an existing lease, then this reservation shall include for each Grantor their share of the production, the lease, and the benefits therefrom. This reservation also includes for each Grantor any and all future and reversionary interests in the oil, gas, and other minerals that such Grantor is currently entitled to (whether presently vested, future, or contingent in nature).

**Exceptions to Conveyance and Warranty:**

- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- Rights of parties in possession.
- Any right, claim, and or interest associated with the following matters as disclosed by survey dated October 8, 2024, made by Thomas A. McIntyre, Registered Professional Land Surveyor, No. 6921:
  - Various fences on property line and across Property.
  - Overhead Electric Lines across Property.
  - Various power poles in property lines and on Property.
  - Electric pedestal and telephone pedestal on northeast area of Property.
  - Drainage Channel on northwest area of Property.
  - Billboard located on northeast area of Property.
- An easement and/or right of way granted to State of Texas, as set forth and defined by instrument recorded in Volume 118, Page 161, of the Deed Records of Atascosa County, Texas.
- An easement and/or right of way granted to Central Power and Light Company, as set forth and defined by instrument recorded in Volume 182, Page 273, of the Deed Records of Atascosa County, Texas.
- An easement and/or right of way granted to South Texas Instruments, Inc., as set forth and defined by instrument recorded in Volume 589, Page 181, of the Deed Records of Atascosa County, Texas.
- Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 283, Pages 447 and 448, and Volume 491, Pages 110 and 113, of the Deed Records of Atascosa County, Texas.
- Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 836, Page 756, and in Clerk's File No. 170805, of the Official Public Records of Atascosa County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto,

recorded in Volume 587, Page 419, and Volume 818, Page 218, of the Deed Records of Atascosa County, Texas.

- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 178, Page 940; Volume 275, Page 524; and in Clerk's File No. 91157 and 137198, of the Official Public Records of Atascosa County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- All leases, grants, exceptions or reservations of the geothermal energy and associated resources (as defined in the Texas Natural Resources Code) below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- Visible and apparent easements on or across the Property, and/or any rights and/or claims of easements, which are not of record in the Public Records of Atascosa County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Each Grantor binds themselves, their respective heirs and successors to warrant and forever defend all and singular their respective interests in the Property to Grantee and Grantee's heirs, successors, and assigns against person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this Deed will become absolute.

The vendor's lien and superior title retained in this Deed are transferred to Lender, without recourse on Grantor.

**GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED FOR ON THE BASIS OF AN "AS IS, WHERE IS, WITH ALL FAULTS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.**

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

\_\_\_\_\_  
MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

\_\_\_\_\_  
DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

\_\_\_\_\_  
JOE S. MEYER

  
\_\_\_\_\_  
RICHARD F. SRALLA

\_\_\_\_\_  
LAURIE D. WARD

| STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

\_\_\_\_\_  
DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

\_\_\_\_\_  
JOE S. MEYER

\_\_\_\_\_  
RICHARD F. SRALLA

*Laurie D Ward*  
\_\_\_\_\_  
LAURIE D. WARD

| STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Myra Lanette Johnson  
MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

David Phil Meyer  
DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

Joe S. Meyer  
JOE S. MEYER

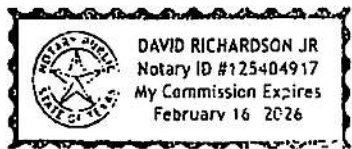
\_\_\_\_\_  
RICHARD F. SRALLA

\_\_\_\_\_  
LAURIE D. WARD

STATE OF TEXAS )  
COUNTY OF Bexar )

Before me, on this day personally appeared Myra Lanette Johnson,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.

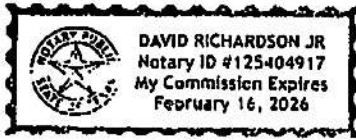


David Richardson Jr  
Notary Public, State of Texas  
My commission expires: 2-16-2026

STATE OF TEXAS )  
COUNTY OF Bexar )

Before me, on this day personally appeared David Phil Meyer,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.



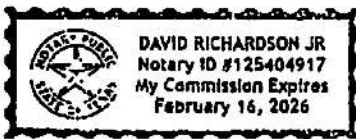
[Signature]  
Notary Public, State of Texas  
My commission expires: 2-16-2026

STATE OF TEXAS )

COUNTY OF Bexar )

Before me, on this day personally appeared Joe S Meyer  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16 day of November, 2024.



[Signature]  
Notary Public, State of Texas  
My commission expires: 2-16-2026

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

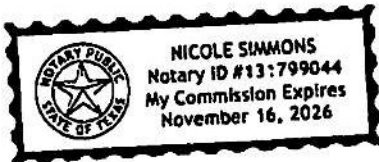
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF Kerr )

Before me, on this day personally appeared Richard F. Sealla,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.



Nicole Simmons  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 11.16.2026

STATE OF TEXAS )  
COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

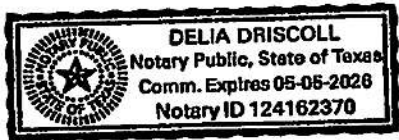
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF McLennan )

Before me, on this day personally appeared Laurie D. Ward,  
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6th day of November, 2024.



[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 5/5/2026

AFTER RECORDING RETURN TO:  
Hawthorne Land  
1210 W Clay Ste 8  
Houston TX 77019

Exhibit A

JA295454E



**TEXAS PROFESSIONAL SURVEYING, LLC.**

3032 N. FRAZIER STREET, CONROE, TEXAS 77303  
 (936)756-7447 FAX (936)756-7448  
 FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION****243.717 ACRES**

**IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 478,  
 IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 481,  
 IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 482,  
 AND IN THE JAMES P. GORMAN SURVEY, ABSTRACT NUMBER 282  
 ATASCOSA COUNTY, TEXAS**

BEING a 243.717 acre tract of land situated in the I. & G.N. RR. Co. Survey, Abstract Number 478, in the I. & G.N. RR. Co. Survey, Abstract Number 481, in the I. & G.N. RR. Co. Survey, Abstract Number 482, and in the James P. Gorman Survey, Abstract Number 282, Atascosa County, Texas, being all of that certain tract described in instrument to Myra Lanette Meyer, et al, (Meyer Tract), recorded under Instrument Number 121775, of the Official Public Records of Atascosa County, Texas (O.P.R.A.C.T.), said Meyer Tract being further described as all of that certain called 50 acre tract, recorded in Volume 283, Page 448, of the Deed Records of Atascosa County, Texas (D.R.A.C.T) and all of that certain called 200 acre tract, recorded in Volume 283, Page 447, of the Deed Records of Atascosa County, Texas (D.R.A.C.T), said 243.717 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap found in the southeasterly margin of State Highway 97 (SH 97), for the common northerly corner of said 200 acre tract and the remainder of that certain called 116.42 acre tract, described in instrument to Colby Ryan Mangum and Teressa Marie Mangum, recorded under Instrument Number 218969, O.P.R.A.C.T., being the northwesterly corner of the herein described 243.717 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 13,513,099.13, E: 2,090,308.47**, South Central Zone, grid measurements;

THENCE North 60°29'16" East, 3163.39 feet, with the southeasterly margin of said SH 97, the northwesterly line of said 200 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set at the intersection of the southeasterly margin of said SH 97, with the southwesterly margin of County Road 321 (CR 321), for the northeasterly corner of said 200 acre tract and the herein described 243.717 acre tract;

THENCE South 33°42'54" East, 3362.70 feet, with the southwesterly margin of said CR 321, the northeasterly line of said 200 acre tract and said 50 acre tract, to a fence corner post found for the common easterly corner of said 50 acre tract and that certain called 92.83 acre tract described in instrument to Alfred C. Rudolph and Valda Haverlah Rudolph, recorded in Volume 338, Page 65, D.R.A.C.T., being the southeasterly corner of the herein described 243.717 acre tract;

THENCE South 60°14'35" West, 2027.55 feet, with the common line between said 50 acre tract and said 92.83 acre tract, to a fence corner post found for the common northerly corner of said 92.83 acre tract and that certain called 63.54 acre tract described in instrument to AMTZ Family Partners, LP., recorded under Instrument Number 222063, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South  $60^{\circ}38'45''$  West, 704.23 feet, with the common line between said 50 acre tract and said 63.54 acre tract, to a 5/8 inch iron rod with cap found for the common northerly corner of said 63.54 acre tract and that certain called 21.233 acre tract, described as "Tract 2" in instrument to William Curtis Cogburn, recorded under Instrument Number 218451, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South  $59^{\circ}57'44''$  West, 232.37 feet, with the common line between said 50 acre tract and said 21.233 acre tract, to a 5/8 inch iron rod found (bent) for the common northerly corner of said 21.233 acre tract and that certain called 20.10 acre tract, described as "Tract 1" in instrument to William Curtis Cogburn, recorded under Instrument Number 218451, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South  $61^{\circ}24'59''$  West, 196.24 feet, with the common line between said 50 acre tract and said 20.10 acre tract, to a 5/8 inch iron rod with cap found for the common southerly corner of said 50 acre tract and said remainder of 116.42 acre tract, being the southwesterly corner of the herein described 243.717 acre tract;

THENCE North  $33^{\circ}31'15''$  West, 406.90 feet, with the common line between said 50 acre tract and said remainder of 116.42 acre tract, to a 5/8 inch iron rod found for a common corner of the same, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North  $33^{\circ}49'33''$  West, 499.51 feet, with the westerly line of said 50 acre tract and said 200 acre tract, common to the easterly line of said remainder of 116.42 acre tract, to a 5/8 inch iron rod with cap found for a common corner of said 200 acre tract and said remainder of 116.42 acre tract, being an angle point in the herein described 243.717 acre tract;

THENCE North  $33^{\circ}18'43''$  West, 261.52 feet, with the common line between said 200 acre tract and said remainder of 116.423 acre tract, to a 5/8 inch iron rod with cap found for a common corner of the same, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North  $33^{\circ}46'05''$  West, 872.41 feet, continuing, with the common line between said 200 acre tract and said remainder of 116.423 acre tract, to a 5/8 inch iron rod with cap found for the southerly common east corner of said remainder of 116.42 acre tract and that certain called 5.00 acre tract described in instrument to Colby Mangum and Pamela Mangum, recorded under Instrument Number 104335, O.P.R.A.C.T., being an angle point in the westerly line of said 200 acre tract and the herein described 243.717 acre tract;

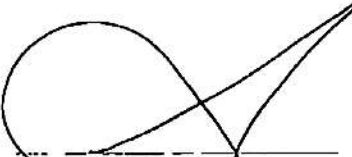
THENCE North  $33^{\circ}56'52''$  West, 1012.25 feet, with the easterly line of said 5 acre tract and said remainder of 116.42 acre tract, common to the westerly line of said 200 acre tract, to a 5/8 inch iron rod with cap found for a common corner of said 200 acre tract and said remainder of 116.42 acre tract, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North 33°42'24" West, 315.99 feet, with the common line between said 200 acre tract and said remainder of 116.42 acre tract, to the **POINT OF BEGINNING** and containing a computed area of 243.717 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on October 8, 2024, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 38365.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

October 16, 2024  
Date



Thomas A. McIntyre  
R.P.L.S. No. 6921

RECORD'S MEMORANDUM: AT THIS TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION. ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.





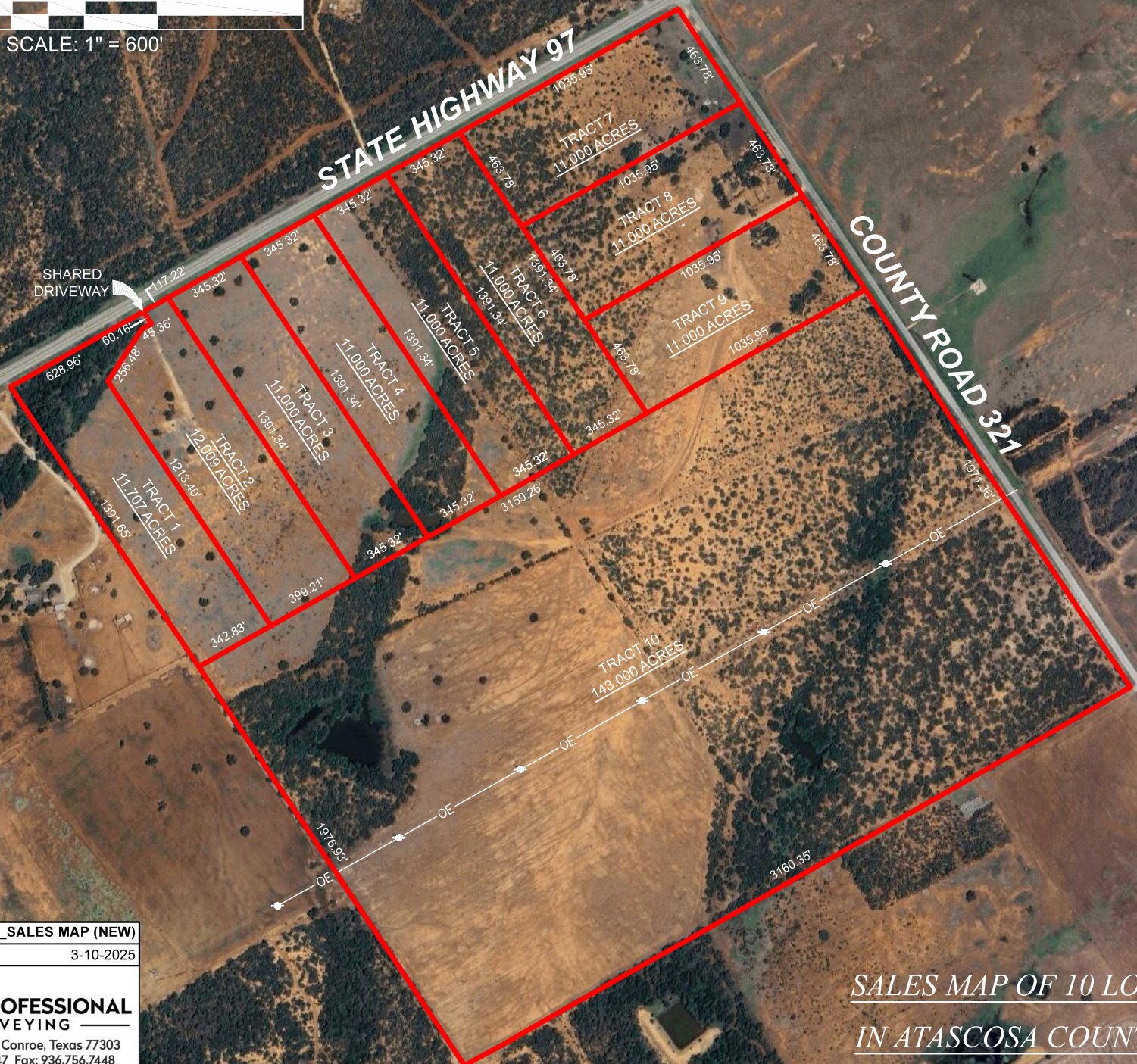
SCALE: 1" = 600'



SHARED DRIVEWAY

STATE HIGHWAY 97

COUNTY ROAD 321

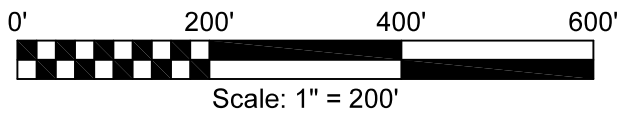


JOB# 38365\_SALES MAP (NEW)  
 FIELD DATE 3-10-2025

**TEXAS PROFESSIONAL SURVEYING**  
 3032 N. Frazier, Conroe, Texas 77303  
 Ph: 936.756.7447 Fax: 936.756.7448  
 www.surveyingtexas.com  
 Firm No. 10083400

*SALES MAP OF 10 LOTS  
 IN ATASCOSA COUNTY*

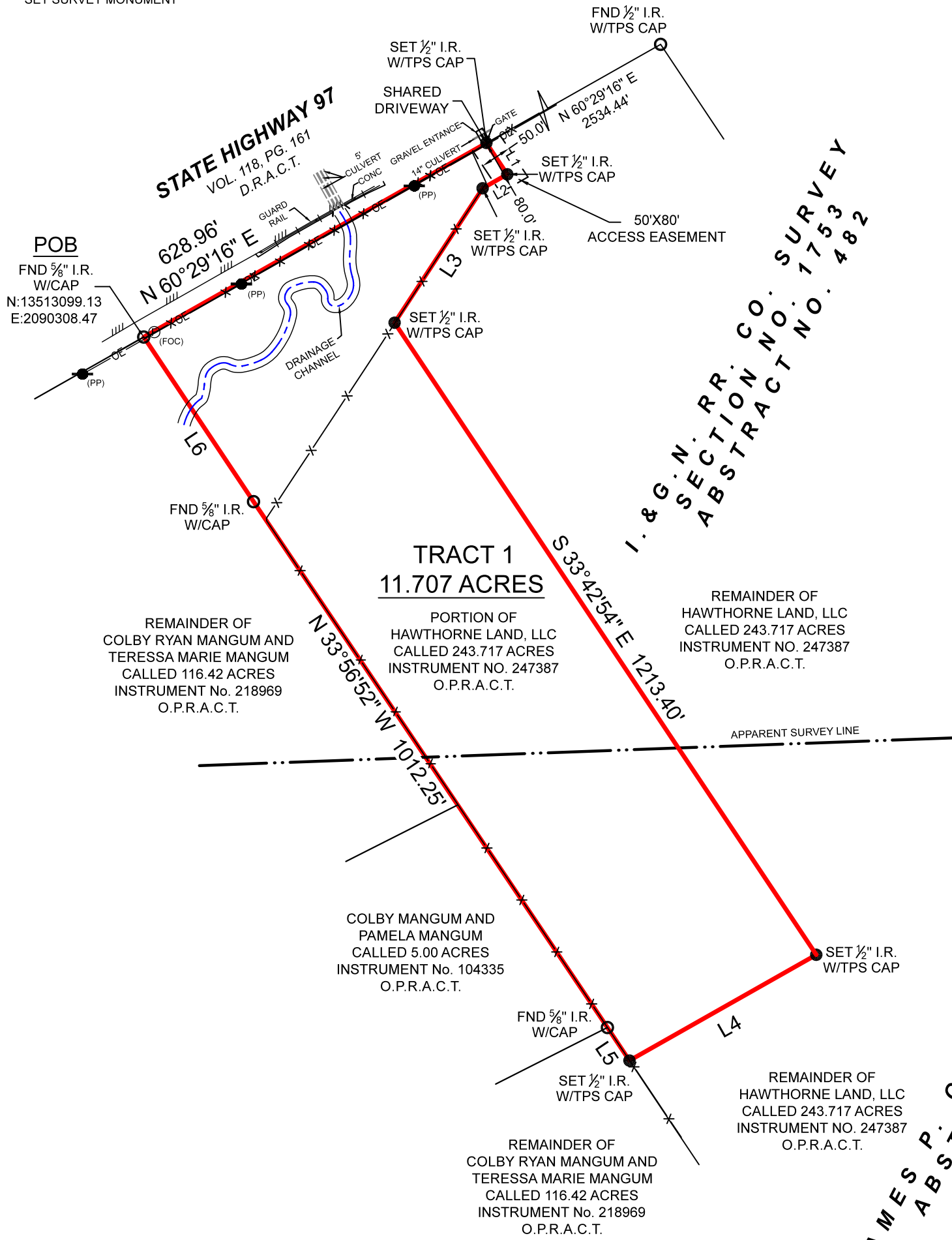
*243 AC JOURDANTON - LIBERATION RANCHES*



LINE	BEARING	DISTANCE
L1	S 33°42'54" E	60.16'
L2	S 60°29'16" W	45.36'
L3	S 33°13'55" W	256.48'
L4	S 60°29'16" W	342.83'
L5	N 33°46'05" W	63.41'
L6	N 33°42'24" W	315.99'

**SYMBOL LEGEND**

- EDGE OF ASPHALT
- OVERHEAD ELECTRIC
- WIRE FENCE
- FIBER OPTIC CABLE MARKER (FOC)
- FOUND SURVEY MONUMENT
- POWER POLE (PP)
- SET SURVEY MONUMENT



**GENERAL NOTES:**

1) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT. SURVEYOR DID NOT ABSTRACT TITLE AND DOES NOT CERTIFY TO EASEMENTS OR RESTRICTIONS NOT SHOWN. CHECK WITH YOUR LOCAL GOVERNING AGENCIES FOR ANY ADDITIONAL EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT REFLECTED ON SURVEY.

<b>PROJECT</b>	38365_TRACT 1
<b>FIELD DATE</b>	3-8-2025
<b>DRAWN BY</b>	CSP
<b>CHECKED BY</b>	MLS / MJW
<b>FIELD CREW</b>	GG
<b>REV 1</b>	---
<b>REV 2</b>	---
<b>REV 3</b>	---
<b>REV 4</b>	---

**TEXAS PROFESSIONAL SURVEYING**

3032 N. Frazier, Conroe, Texas 77303  
Ph: 936.756.7447 Fax: 936.756.7448  
www.surveyingtexas.com  
Firm No. 10083400

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN, PER GRAPHIC SCALING OF FEMA FIRM PANEL NO. 48013C0325C, HAVING AN EFFECTIVE DATE OF 11-04-2010.

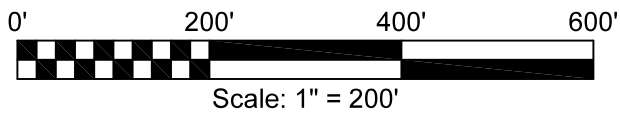
ALL COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.

CLIENT.....LIBERATION RANCHES  
ADDRESS.....STATE HIGHWAY 97, JOURDANTON, TX, 78026  
SURVEY.....JAMES P. GORMAN, A - 282  
SURVEY.....I. & G.N. RR. CO. SURVEY SECTION NO. 1753, A - 482  
SUBJECT.....11.707 ACRES  
COUNTY.....ATASCOSA

THIS SURVEY WAS CREATED FROM NOTES AND OBSERVATIONS TAKEN ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT AT TIME OF SURVEY.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

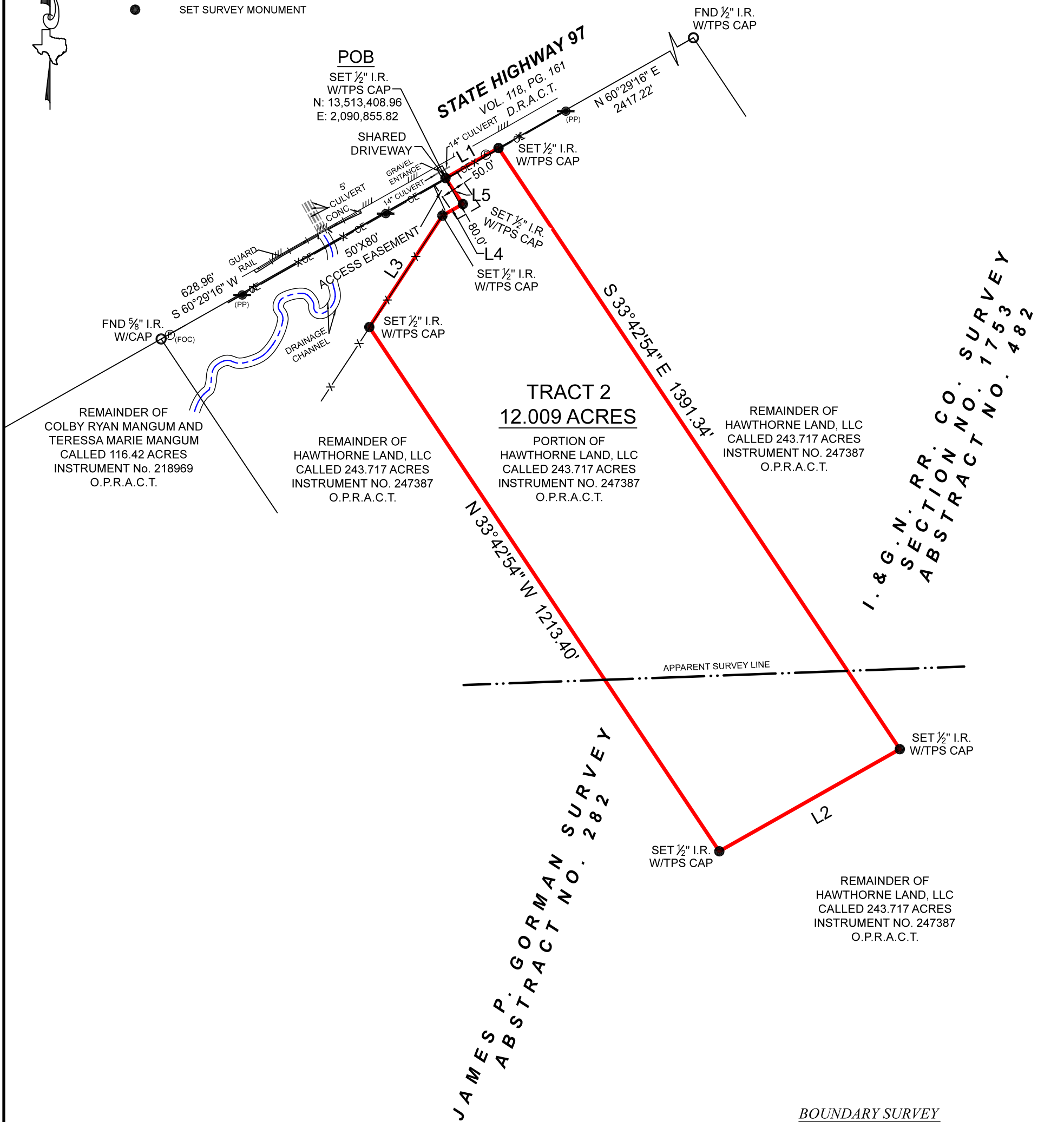
Thomas A. McIntyre  
Registered Professional Land Surveyor No. 6921



LINE	BEARING	DISTANCE
L1	N 60°29'16" E	117.22'
L2	S 60°29'16" W	399.21'
L3	N 33°13'55" E	256.48'
L4	N 60°29'16" E	45.36'
L5	N 33°42'54" W	60.16'

**SYMBOL LEGEND**

- EDGE OF ASPHALT
- OVERHEAD ELECTRIC
- WIRE FENCE
- FIBER OPTIC CABLE MARKER (FOC)
- FOUND SURVEY MONUMENT
- POWER POLE (PP)
- SET SURVEY MONUMENT



REMAINDER OF COLBY RYAN MANGUM AND TERESSA MARIE MANGUM CALLED 116.42 ACRES INSTRUMENT No. 218969 O.P.R.A.C.T.

REMAINDER OF HAWTHORNE LAND, LLC CALLED 243.717 ACRES INSTRUMENT NO. 247387 O.P.R.A.C.T.

**TRACT 2  
12.009 ACRES**  
PORTION OF HAWTHORNE LAND, LLC CALLED 243.717 ACRES INSTRUMENT NO. 247387 O.P.R.A.C.T.

REMAINDER OF HAWTHORNE LAND, LLC CALLED 243.717 ACRES INSTRUMENT NO. 247387 O.P.R.A.C.T.

I. & G. N. RR. CO. SURVEY SECTION NO. 1753 ABSTRACT NO. 482

JAMES P. GORMAN SURVEY ABSTRACT NO. 282

**GENERAL NOTES:**

1) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT. SURVEYOR DID NOT ABSTRACT TITLE AND DOES NOT CERTIFY TO EASEMENTS OR RESTRICTIONS NOT SHOWN. CHECK WITH YOUR LOCAL GOVERNING AGENCIES FOR ANY ADDITIONAL EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT REFLECTED ON SURVEY.

BEING AN 12.009 ACRE TRACT OF LAND SITUATED IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 478, AND IN THE JAMES P. GORMAN SURVEY, ABSTRACT NUMBER 282, ATASCOSA COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 243.717 ACRE TRACT, DESCRIBED IN INSTRUMENT TO HAWTHORNE LAND, LLC., RECORDED UNDER INSTRUMENT NUMBER 247387, OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS (O.P.R.A.C.T.), SAID 12.009 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS DESCRIPTION.

<b>PROJECT</b>	38365_TRACT 2
<b>FIELD DATE</b>	3-08-2025
<b>DRAWN BY</b>	CSP
<b>CHECKED BY</b>	MLS / MJW
<b>FIELD CREW</b>	GG
<b>REV 1</b>	---
<b>REV 2</b>	---
<b>REV 3</b>	---
<b>REV 4</b>	---

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN, PER GRAPHIC SCALING OF FEMA FIRM PANEL NO. 48013C0325C, HAVING AN EFFECTIVE DATE OF 11-04-2010.

THIS SURVEY WAS CREATED FROM NOTES AND OBSERVATIONS TAKEN ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT AT TIME OF SURVEY.

ALL COORDINATES, BEARINGS, DISTANCES, AND AREAS SHOWN HEREON ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.

**TEXAS PROFESSIONAL SURVEYING**  
  
 3032 N. Frazier, Conroe, Texas 77303  
 Ph: 936.756.7447 Fax: 936.756.7448  
 www.surveyingtexas.com  
 Firm No. 10083400

CLIENT.....LIBERATION RANCHES  
 ADDRESS.....STATE HIGHWAY 97, JOURDANTON, TX, 78026  
 SURVEY.....JAMES P. GORMAN, A - 282  
 SURVEY.....I. & G.N. RR. CO. SURVEY SECTION NO. 1753, A - 482  
 SUBJECT.....12.009 ACRES  
 COUNTY.....ATASCOSA

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Thomas A. McIntyre  
 Registered Professional Land Surveyor No. 6921

0' 200' 400' 600'

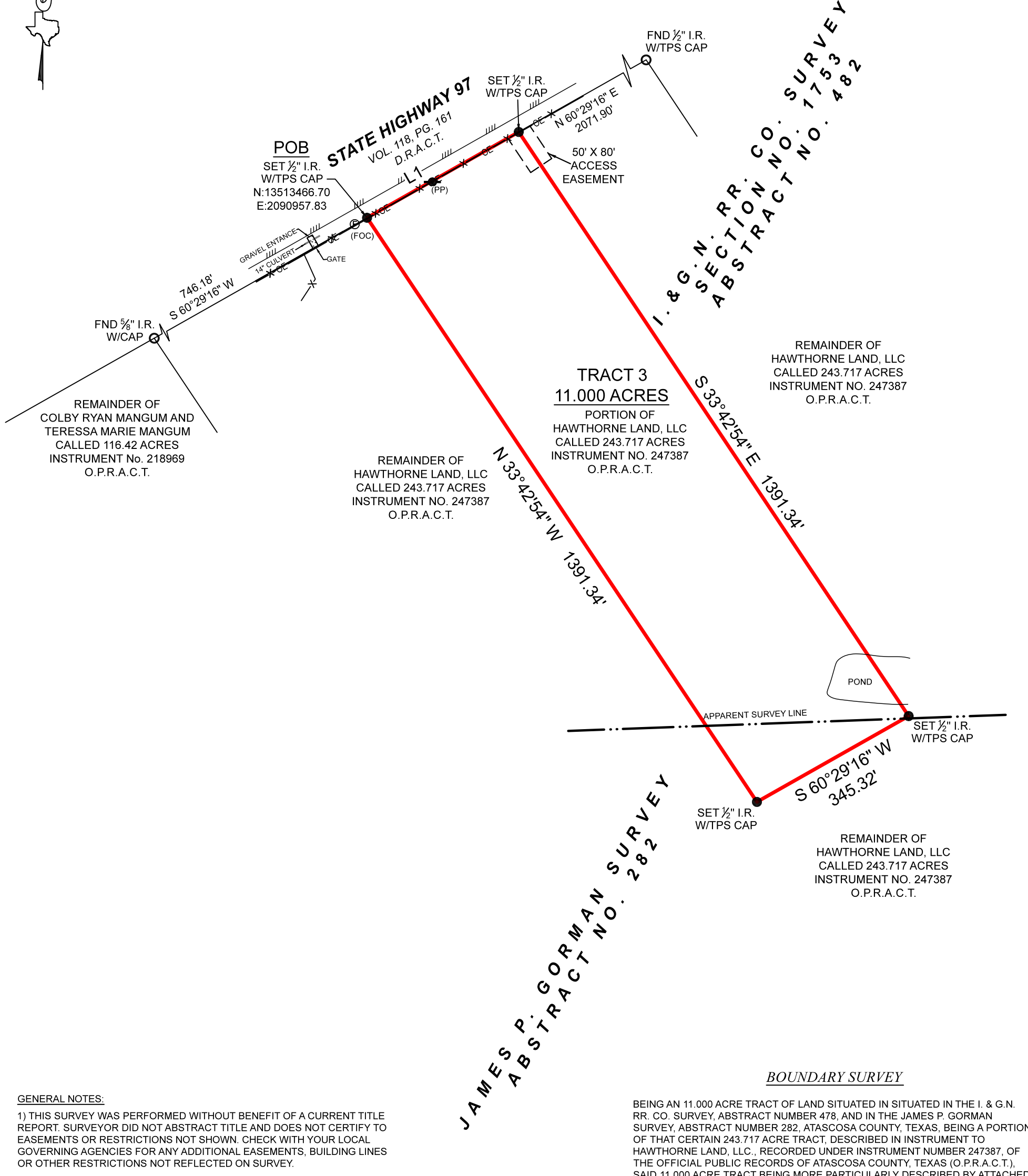


Scale: 1" = 200'

LINE	BEARING	DISTANCE
L1	N 60°29'16" E	345.32'

**SYMBOL LEGEND**

- EDGE OF ASPHALT
- OVERHEAD ELECTRIC
- WIRE FENCE
- FIBER OPTIC CABLE MARKER (FOC)
- FOUND SURVEY MONUMENT
- POWER POLE (PP)
- SET SURVEY MONUMENT



**GENERAL NOTES:**

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<b>PROJECT</b>	38365_TRACT 3
<b>FIELD DATE</b>	10-08-2024
<b>DRAWN BY</b>	CSP
<b>CHECKED BY</b>	-
<b>FIELD CREW</b>	GG
<b>REV 1</b>	-
<b>REV 2</b>	-
<b>REV 3</b>	-
<b>REV 4</b>	-

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**TPS**

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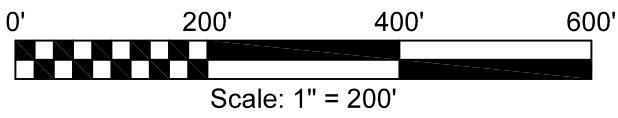
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CLIENT.....LIBERATION RANCHES  
ADDRESS.....COUNTY ROAD 321, JOURDANTON, TX, 78026  
SURVEY.....JAMES P. GORMAN, A - 282  
SURVEY.....I. & G.N. RR. CO. SURVEY SECTION NO. 1753, A - 482  
SUBJECT.....11.000 ACRES  
COUNTY.....ATASCOSA

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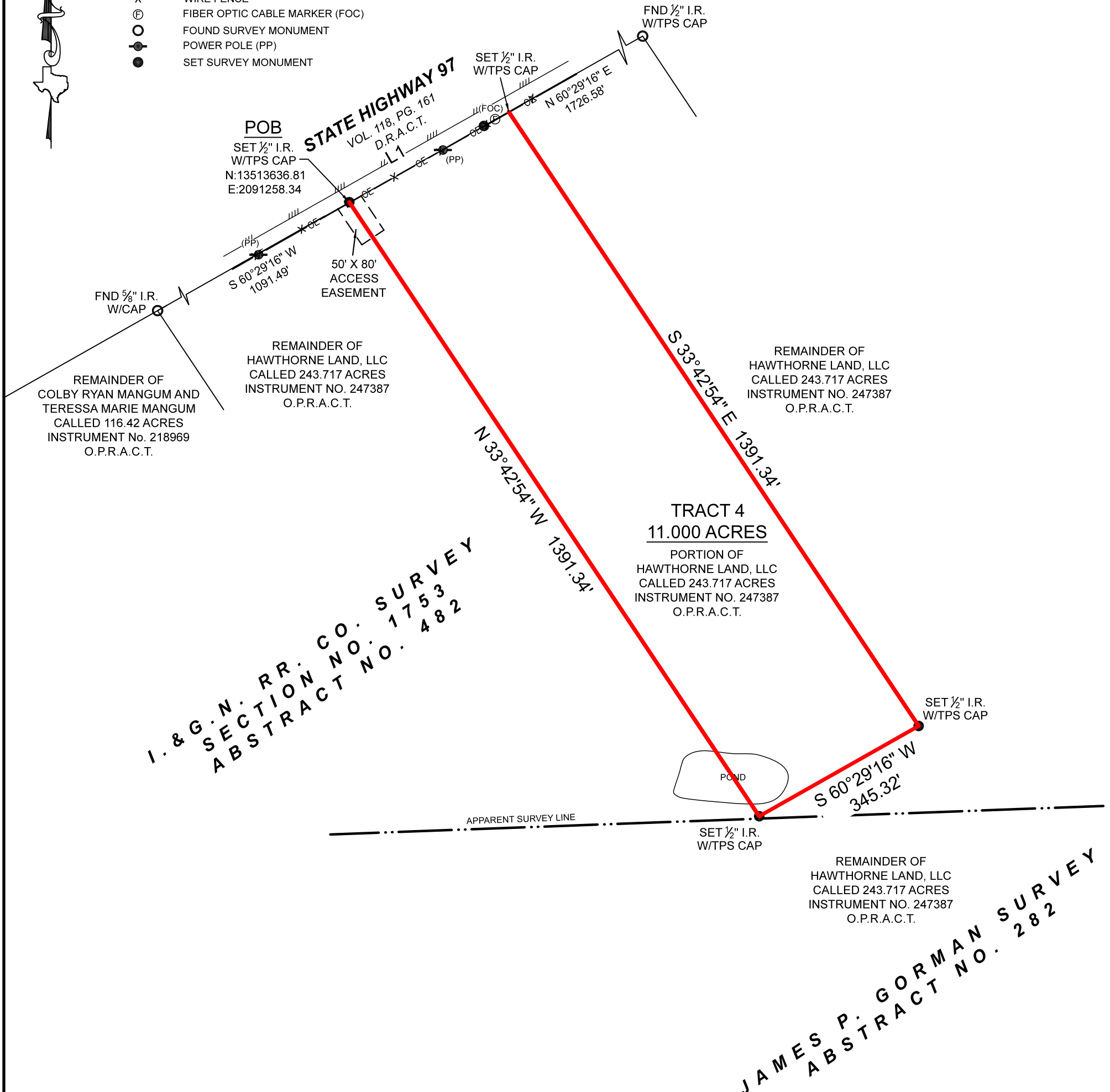
Thomas A. McIntyre  
Registered Professional Land Surveyor No. 6921



LINE	BEARING	DISTANCE
L1	N 60°29'16" E	345.32'

**SYMBOL LEGEND**

- COM— COMMUNICATION LINE
- //// EDGE OF ASPHALT
- OE— OVERHEAD ELECTRIC
- X— WIRE FENCE
- ⊕ FIBER OPTIC CABLE MARKER (FOC)
- FOUND SURVEY MONUMENT
- POWER POLE (PP)
- SET SURVEY MONUMENT



**I. & G. N. RR. CO. SURVEY**  
**SECTION NO. 1753**  
**ABSTRACT NO. 482**

**JAMES P. GORMAN SURVEY**  
**ABSTRACT NO. 282**

GENERAL NOTES:

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BOUNDARY SURVEY

BEING AN 11.000 ACRE TRACT OF LAND SITUATED IN SITUATED IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 478, AND IN THE JAMES P. GORMAN SURVEY, ABSTRACT NUMBER 282, ATASCOSA COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 243.717 ACRE TRACT, DESCRIBED IN INSTRUMENT TO HAWTHORNE LAND, LLC., RECORDED UNDER INSTRUMENT NUMBER 247387, OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS (O.P.R.A.C.T.), SAID 11.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS DESCRIPTION.

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<b>PROJECT</b>	<b>38365_TRACT 4</b>
FIELD DATE	10-08-2024
DRAWN BY	CSP
CHECKED BY	MLS
FIELD CREW	GG
REV 1	---
REV 2	---
REV 3	---
REV 4	---

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CLIENT.....LIBERATION RANCHES  
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 SURVEY.....JAMES P. GORMAN, A - 282  
 SURVEY.....I. & G. N. RR. CO. SURVEY SECTION NO. 1753, A - 482  
 SUBJECT.....11.000 ACRES  
 COUNTY.....ATASCOSA

Thomas A. McIntyre  
 Registered Professional Land Surveyor No. 6921

0' 200' 400' 600'



Scale: 1" = 200'

LINE	BEARING	DISTANCE
L1	N 60°29'16" E	345.32'

**SYMBOL LEGEND**

- COM— COMMUNICATION LINE
- //// EDGE OF ASPHALT
- OE— OVERHEAD ELECTRIC
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- FOUND SURVEY MONUMENT
- POWER POLE (PP)
- SET SURVEY MONUMENT



**STATE HIGHWAY 97**  
VOL. 118, PG. 161  
D.R.A.C.T.

**POB**  
SET 1/2" I.R.  
W/TPS CAP  
N:13513806.92  
E:2091558.85

FND 1/2" I.R.  
W/TPS CAP

50' X 80'  
ACCESS  
EASEMENT

SET 1/2" I.R.  
W/TPS CAP

FND 5/8" I.R.  
W/CAP

REMAINDER OF  
HAWTHORNE LAND, LLC  
CALLED 243.717 ACRES  
INSTRUMENT NO. 247387  
O.P.R.A.C.T.

REMAINDER OF  
COLBY RYAN MANGUM AND  
TERESSA MARIE MANGUM  
CALLED 116.42 ACRES  
INSTRUMENT No. 218969  
O.P.R.A.C.T.

REMAINDER OF  
HAWTHORNE LAND, LLC  
CALLED 243.717 ACRES  
INSTRUMENT NO. 247387  
O.P.R.A.C.T.

**TRACT 5**  
**11.000 ACRES**  
PORTION OF  
HAWTHORNE LAND, LLC  
CALLED 243.717 ACRES  
INSTRUMENT NO. 247387  
O.P.R.A.C.T.

**I. & G.N. RR. CO. SURVEY**  
**SECTION NO. 1753**  
**ABSTRACT NO. 482**

N 33°42'54" W 1391.34'

S 33°42'54" E 1391.34'

S 60°29'16" W  
345.32'

SET 1/2" I.R.  
W/TPS CAP

REMAINDER OF  
HAWTHORNE LAND, LLC  
CALLED 243.717 ACRES  
INSTRUMENT NO. 247387  
O.P.R.A.C.T.

SET 1/2" I.R.  
W/TPS CAP

**BOUNDARY SURVEY**

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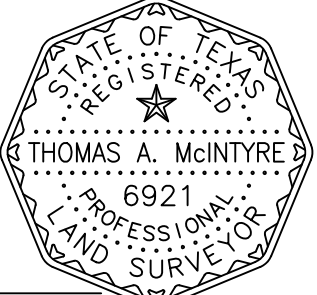
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CLIENT.....LIBERATION RANCHES  
ADDRESS.....COUNTY ROAD 321, JOURDANTON, TX, 78026  
SURVEY.....I. & G.N. RR. CO. SURVEY SECTION NO. 1753, A - 482  
SUBJECT.....11.000 ACRES  
COUNTY.....ATASCOSA

Thomas A. McIntyre  
Registered Professional Land Surveyor No. 6921



<b>PROJECT</b>	<b>38365_TRACT 5</b>
FIELD DATE	10-08-2024
DRAWN BY	CSP
CHECKED BY	MLS
FIELD CREW	GG
REV 1	---
REV 2	---
REV 3	---
REV 4	---

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0' 200' 400' 600'

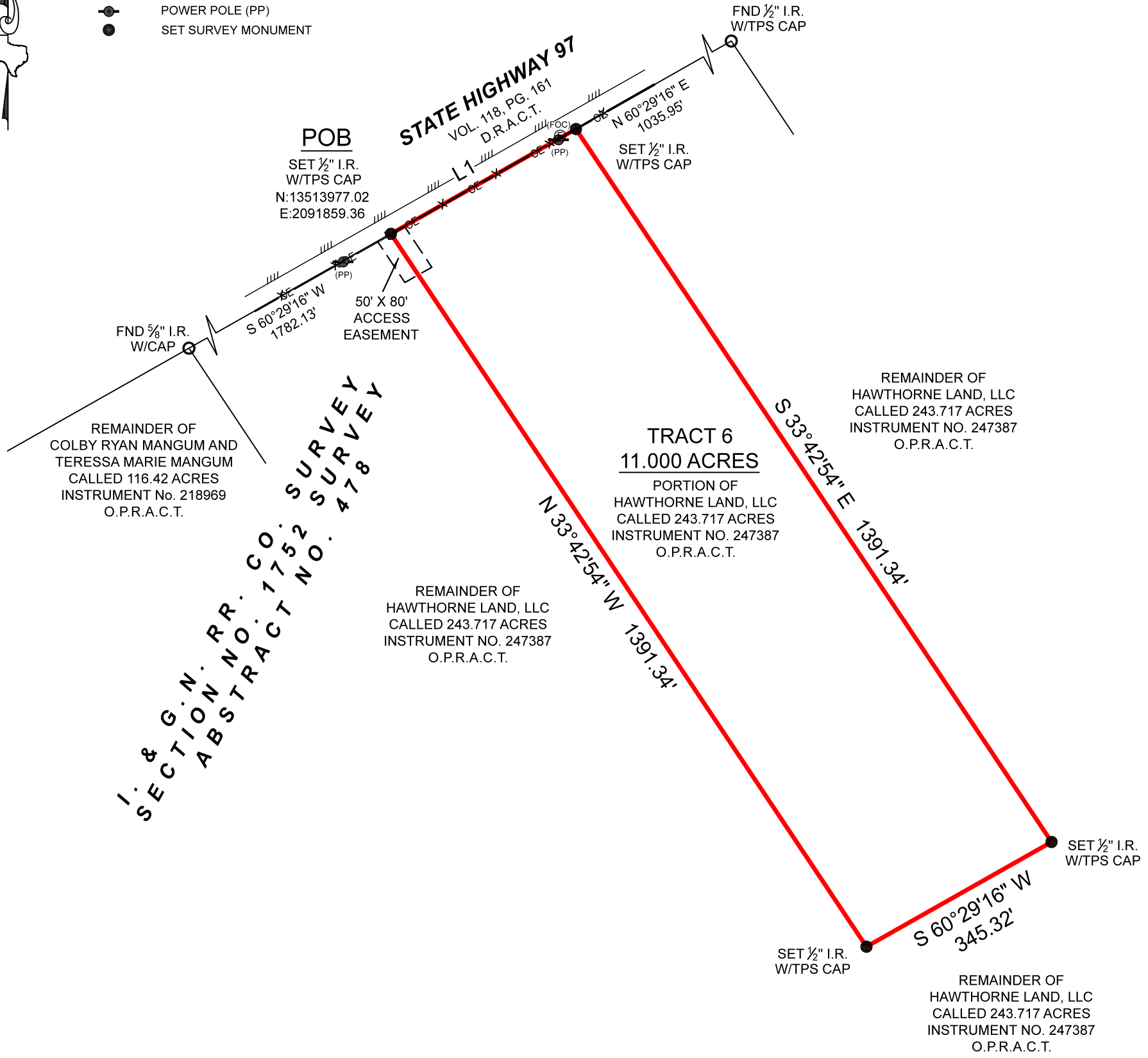


Scale: 1" = 200'

LINE	BEARING	DISTANCE
L1	N 60°29'16" E	345.32'

**SYMBOL LEGEND**

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<b>PROJECT</b>	38365_TRACT 6
<b>FIELD DATE</b>	10-08-2024
<b>DRAWN BY</b>	CSP
<b>CHECKED BY</b>	MLS
<b>FIELD CREW</b>	GG
<b>REV 1</b>	---
<b>REV 2</b>	---
<b>REV 3</b>	---
<b>REV 4</b>	---

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 SUBJECT.....11.000 ACRES  
 COUNTY.....ATASCOSA

Thomas A. McIntyre  
 Registered Professional Land Surveyor No. 6921

**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS**

**COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 10 tracts of land out of an original 243.717 acres, more or less, described in a Deed, Instrument Number 247387, Official Public Records, Atascosa County, Texas, and being currently owned by Hawthorne Land, LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Judge, Atascosa County, Texas

\_\_\_\_\_  
Commissioner Precinct No. 1

\_\_\_\_\_  
Commissioner Precinct No. 2

\_\_\_\_\_  
Commissioner Precinct No. 3

\_\_\_\_\_  
Commissioner Precinct No. 4

Attest: \_\_\_\_\_  
Theresa Carrasco, County Clerk  
Atascosa County, Texas

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 17.**

**Meeting Date:** 05/12/2025  
**Item Title:** Road Bore Permits - Javelin Energy Partners  
**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 Road  
**Rural Development:** Bore Permit for Javelin Energy Partners Mgmt. on County Road 347 in Precinct  
3.

**ATTACHMENTS**

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. 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 application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

*The fully executed application 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 Commissioner's Court Meeting. Contact this 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 crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **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 fully executed application.

**NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.**

**THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION 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 RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

### FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION       AMENDMENT       6 MONTH EXTENSION

ON THIS THE 25th day of April, 2025, A.D., the undersigned JAVELIN ENERGY PARTNERS MGMT LLC "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

### I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

### II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

### III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

### IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

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

V.

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

VI.

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

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

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

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 24 day of April, 2025 A.D.

After approval the fully executed permit should be returned to:  
JAVELINE ENERGY PARTNERS MGMT LLC  
ATTN: Jacqueline wheeler  
6333 N State Highway 161, Suite 500  
Irving, Texas 75038-0000

JAVELIN ENERGY PARTNERS MGMT LLC  
Company  
By: Jessie Bergeron  
Jessie Bergeron

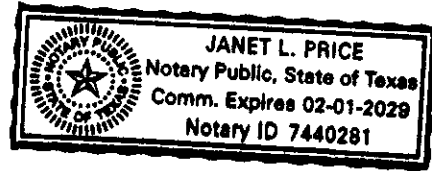
**CORPORATE ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of April, 2025 A.D.

Janet L. Price  
Notary Public in and for Montgomery  
County, Texas  
Commission expires: 02-01-2029



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pt. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_  
Examined and approved in open Commissioners Court on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge  
This permit Expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



**MEMORANDUM OF PAYMENT FOR DAMAGES TO  
ATASCOSA COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

Comes now JAVELIN ENERGY PARTNERS MGMT LLC, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

**THEREFORE:**

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

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It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

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Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

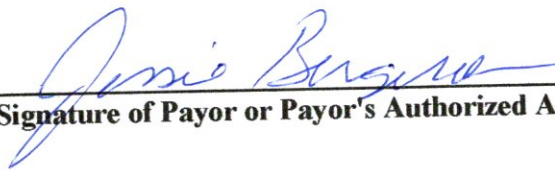
For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

JAVELIN ENERGY PARTNERS MGMT LLC  
Printed Name of Payor (If Company or Business Entity)

Jessie Bergeron  
Printed Name of Payor's Authorized Agent

  
Signature of Payor or Payor's Authorized Agent

\_\_\_\_\_

4/26/2025  
Date

Approved and Accepted by:  
Commissioners Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Weldon P. Cude, County Judge

\_\_\_\_\_  
Mark Gillespie, Commissioner Pct 1

\_\_\_\_\_  
Mark Bowen, Commissioner Pct 2

\_\_\_\_\_  
Eliseo Perez, Commissioner Pct 3

\_\_\_\_\_  
Kennard Riley, Commissioner Pct 4

ATTEST

\_\_\_\_\_  
Theresa Carrasco, County Clerk

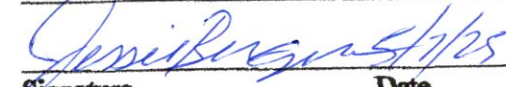
**ROAD USE AGREEMENT BETWEEN  
ATASCOSA COUNTY AND JAVELIN ENERGY PARTNERS MGMGT LLC**

On this the      day of                     , 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and JAVELIN ENERGY PARTNERS MGMT LLC  
herein known as JAVELIN,  
address 6333 N State Highway 161, Suite 500, Irving, Texas 75038-0000,  
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, JAVELIN, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, JAVELIN, agrees to repair damage to the following roads CR 347 in Commissioner Precinct No. 3.
4. The County and JAVELIN agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, JAVELIN, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. JAVELIN, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

JAVELIN ENERGY PARTNERS MGMT LLC

  
Signature Date

Jessie Bergeron  
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

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

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner Date

ATTEST:

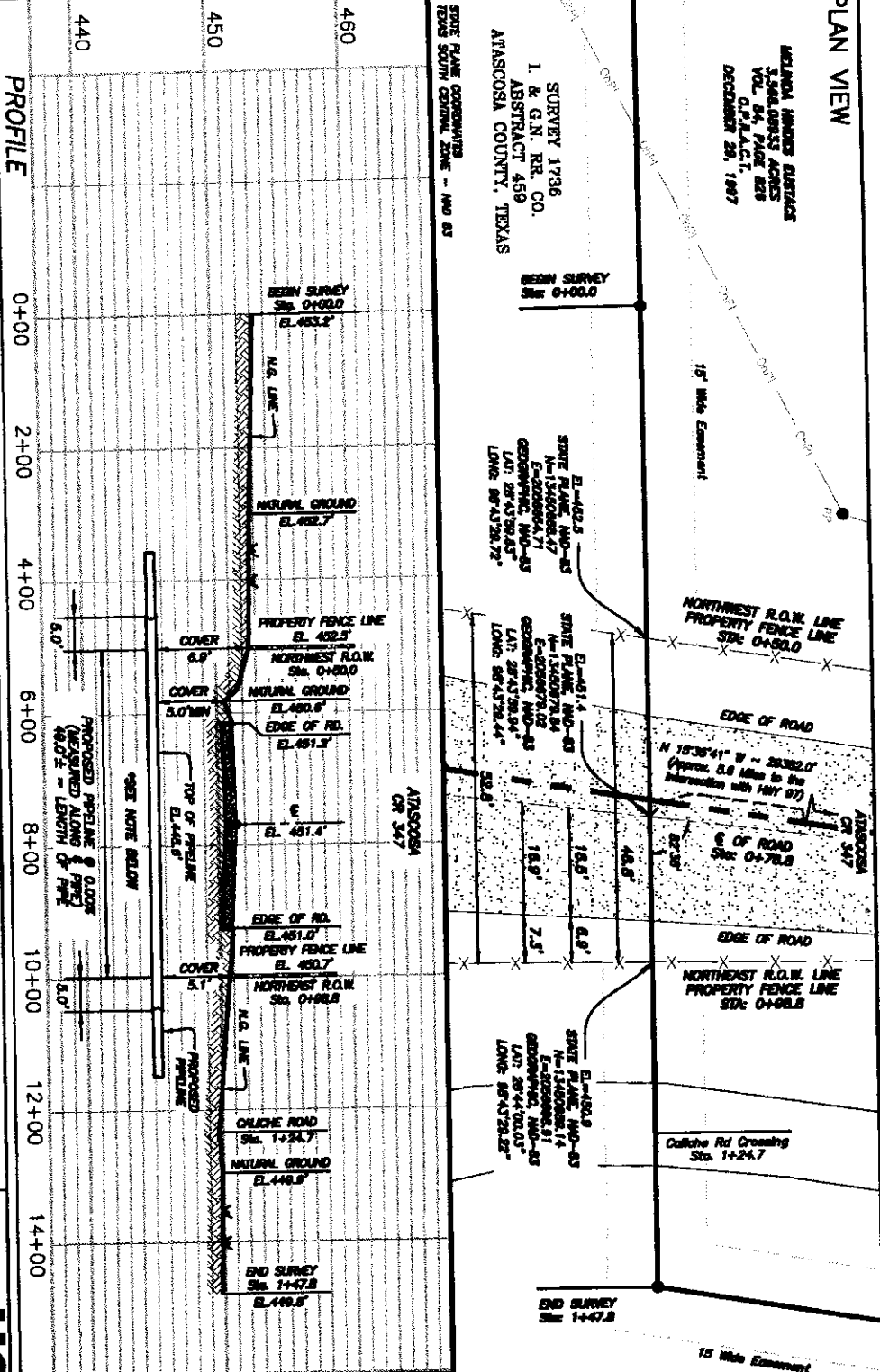
\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

**PLAN VIEW**

HOWLAND ENGINEERS  
 1368 DRESS ACRES  
 VOL. 84, PAGE 228  
 D.B.A.C.T.  
 DECEMBER 29, 1997

SURVEY 1736  
 I & G.N. RR. CO.  
 ABSTRACT 459  
 ATASCOSA COUNTY, TEXAS

STATE PLANE COORDINATES  
 TEXAS SOUTH ZONAL ZONE - MAG 83



BEEN SURVEY  
 Sta. 0+00.0

STATE PLANE MAG-83  
 N=1340078.47  
 E=2020884.71  
 GEOMETRIC, MAG-83  
 LAT. 28°43'28.45"  
 LONG. 98°43'28.72"

STATE PLANE MAG-83  
 N=1340078.44  
 E=2020884.72  
 GEOMETRIC, MAG-83  
 LAT. 28°43'28.54"  
 LONG. 98°43'28.44"

STATE PLANE MAG-83  
 N=1340078.41  
 E=2020884.74  
 GEOMETRIC, MAG-83  
 LAT. 28°43'28.45"  
 LONG. 98°43'28.32"

END SURVEY  
 Sta. 1+47.8

HOWLAND ENGINEERS, INC.  
 1368 DRESS ACRES  
 VOL. 84, PAGE 228  
 D.B.A.C.T.  
 DECEMBER 27, 1973

PROFILE  
 0+00 2+00 4+00 6+00 8+00 10+00 12+00 14+00

**PLAN VIEW**

SCALE: 1"=20'

**PROFILE**

SCALE H: 1"=20'  
 SCALE V: 1"=10'

SHEET: 1-1

JANGLAN ENERGY PARTNERS MANAGEMENT, LLC.  
 BOWMAN EAST N PRELIM  
 CR 347 PLAN & PROFILE

NOTE: THIS PLAN MAY NOT SHOW ALL CROSSINGS OF PRELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PRELINES OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CABLES OR ACTUAL SURFACE/AERIAL FEE OWNERSHIP LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR JANGLAN ENERGY PARTNERS MANAGEMENT, LLC.

SURVEY 1736, I & G.N. RR. CO., ABSTRACT 459 AND SURVEY 1734, I & G.N. RR. CO., ABSTRACT 460  
 ATASCOSA COUNTY, TEXAS

CHECKED BY:	J.S.	DRAWN BY:	N.B.
FIELD DATE:	02-06, 10, 11-25	JOB No.:	268825-25
FIELD:	34205	POS.:	80 86-67
		FILE NAME:	CR 347

**HOWLAND ENGINEERS**

1368 Dress Acres, Vol. 84, Page 228, D.B.A.C.T., December 27, 1973

PRELIMINARY  
 02-24-25

# OVERALL EXHIBIT

## JAVELIN ENERGY PARTNERS MANAGEMENT LLC BOWMAN EAST N PIPELINE 15' WIDE EASEMENT CENTERLINE 15,845.8 L.F.

SITUATED IN SURVEY 1736, I. & G.N. R.R. CO., ABSTRACT 459; SURVEY 1734, I. & G.N. R.R. CO., ABSTRACT 460 AND AND SURVEY 274, W. HILLIARD, ABSTRACT 355, ATASCOSA COUNTY, TEXAS

MATCHLINE (B)(SEE SHEET 3)

PEARCE INDUSTRIES, INC.  
5,555.96545 ACRES  
VOL. 400, PAGE 223  
D.R.A.C.T.  
DECEMBER 27, 1973

MELINDA HINDES EUSTACE  
3,568.08933 ACRES  
VOL. 84, PAGE 826  
O.P.R.A.C.T.  
DECEMBER 29, 1997

BOWMAN WEST  
144H, 145H  
& 146H PAD

OVERALL LENGTH  
15,845.8 L.F.  
960.4 RODS

SURVEY 1736  
I. & G.N. R.R. CO.  
ABSTRACT 459

BOWMAN WEST  
144H, 145H,  
& 146H  
PAD SITE

P.I. Sta. 25+07.8  
 $\Delta = 04^{\circ}23'$  Lt.  
Pipeline Crossing  
Sta. 25+17.8

20' Temporary Workspace  
N 82°41'00" E ~ 1597.3'

Caliche Road  
Crossing  
Sta. 43+58.1

P.I. Sta. 43+81.4  
 $\Delta = 80^{\circ}28'$  Lt.

P.I. Sta. 41+05.1  
 $\Delta = 17^{\circ}45'$  Lt.

N 64°55'47" E  
276.3'

N 87°03'53" E  
317.3'

Bowman West 6" and 10" Pipeline

SURVEY 1737  
I. & G.N. R.R. CO.  
ABSTRACT 457  
ATASCOSA COUNTY, TEXAS

EL RANCH FAMILY  
LTD. PARTNERSHIP  
3,065.77 ACRES  
(TRACT 1)  
VOL. 41, PAGE 379  
O.P.R.A.C.T.  
DECEMBER 11, 1995

MATCHLINE (A)(SEE SHEET 1)

Existing Pipeline

GRAPHIC SCALE



( IN FEET )  
1 Inch = 300 Ft.

PRELIMINARY  
02-25-25

# HOWLAND

ENGINEERING AND SURVEYING CO.

TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00 TBPLS Firm Registration No. 10194361  
7615 N. Bartlett Avenue, Laredo, TX. 78041 P. 956.722.4411 F. 956.441.0180  
4902 Sinclair Road, San Antonio, TX. 78222 P. 210.648.1600 F. 210.648.1605  
[www.howlandcompanies.com](http://www.howlandcompanies.com)

### LEGEND

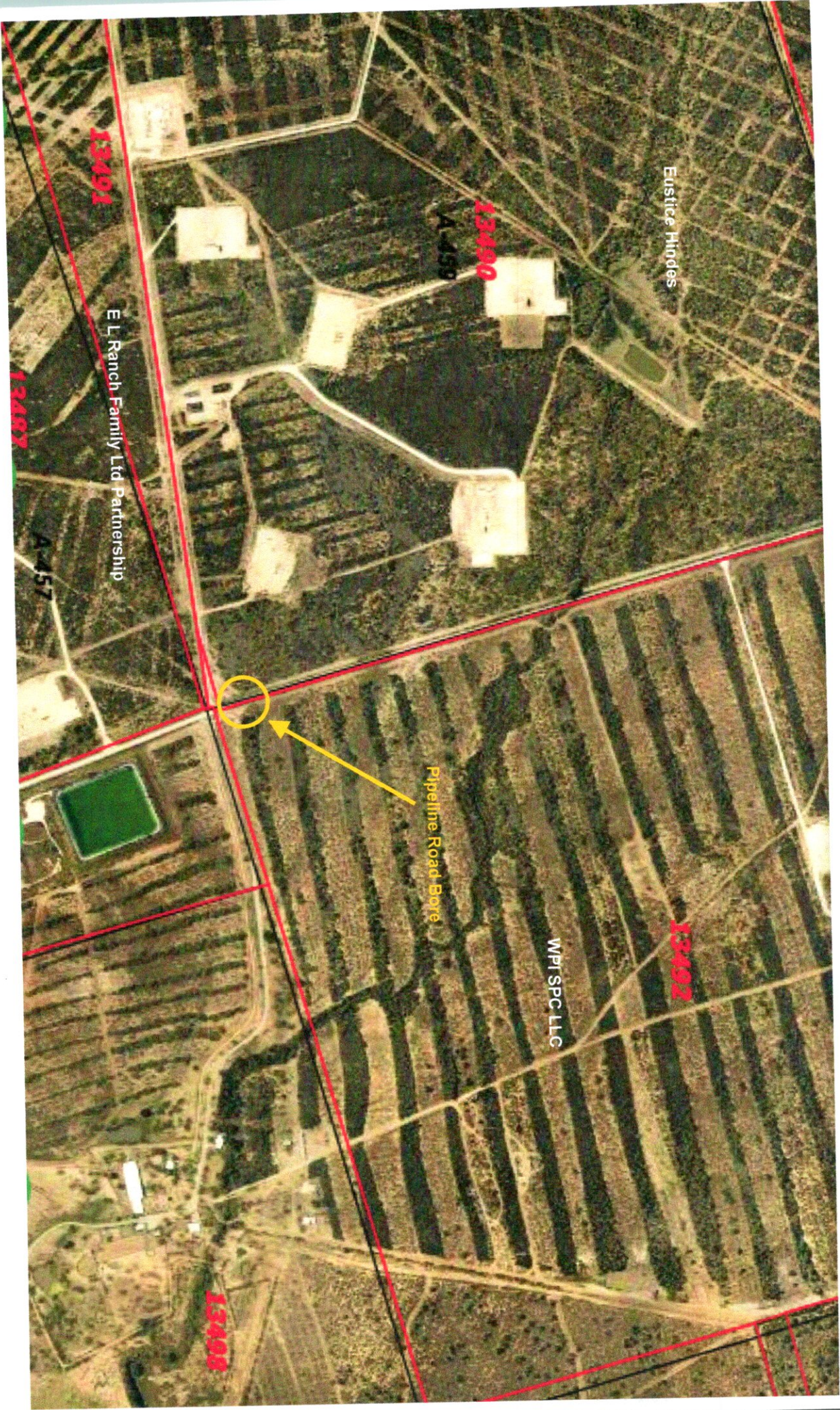
- = EASEMENT CENTERLINE
- = 15' WIDE EASEMENT
- = EXISTING PIPELINE
- = FENCE LINE
- = SURVEY LINE
- = OVERHEAD POWERLINE
- = POWER POLE

Revision	Date
1	02-13-25
2	
3	
4	
5	

**WARNING: BASIS OF BEARING: G.P.S. Tx. South Central Zone, N.A.D.-27.**

THIS PLAN MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. HOWLAND ENGINEERING AND SURVEYING CO., INC. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINE OR CABLE CROSSINGS. NO CLAIM IS HEREBY MADE REGARDING CURRENT OR ACTUAL SURFACE/MINERAL FEE OWNERSHIP OR LESSOR. THIS DRAWING IS MADE EXCLUSIVELY FOR JAVELIN ENERGY PARTNERS MANAGEMENT LLC.

FIELD DATE	BOOK	PAGE(s)	DRAWN BY:	N.B.
02-06-25	SA205	60	CHECKED BY:	J.SEGOVIA
02-10-25	SA205	65-66	JOB No.	26882.5-25
02-11-25	SA205	67	SHEET:	2 OF 6



Eustice Hindes

13490

A-459

13491

E L Ranch Family Ltd Partnership

13497

A-457

Pipeline Road Bore

13492

WPI SPC LLC

13498

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 18.**

**Meeting Date:** 05/12/2025  
**Item Title:** Temporary Water Line - Conoco Phillips County Road 411  
**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 Temporary Water Line Permit for Conoco Phillips/Marathon Oil from the Development: intersection of Fm 99 south along right-of-way for County Road 411 for 1 mile until it turns onto private property in Precinct 4.

**ATTACHMENTS**

Conoco/Marathon - County Road 411



**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

COMES NOW Marathon Oil E F II LLC (company name) (hereinafter "Company"), a Texas (state), Partnership (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):

1 (12") lay flat, starting at the intersection of FM 99 and CR 411 in the N ROW of CR 411 head S for 1.0' miles, onto private landowner.

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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 \_\_\_\_\_ (mm/dd/yyyy) and complete such operations by \_\_\_\_\_ (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  
Marathon Oil E F II LLC

DocuSigned by:  
Justin K. Williams  
By: EDD8191C13B7434...  
Justin K. Williams

Title: Attorney-in-fact for Marathon Oil E F II LLC

Address: 16930 Park Row Drive, Houston, Tx 77084

Date: Apr-17-2025

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: Wayne Alexander

Office Telephone: (830) 259-7503

Cell Phone: " " "

Email Address: wayne.alexander@Contractor • Ceneco Phillips.com

Address: 3778 Country Road 344

City, State, Zip: Kenedy, Tx 78119

## **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.

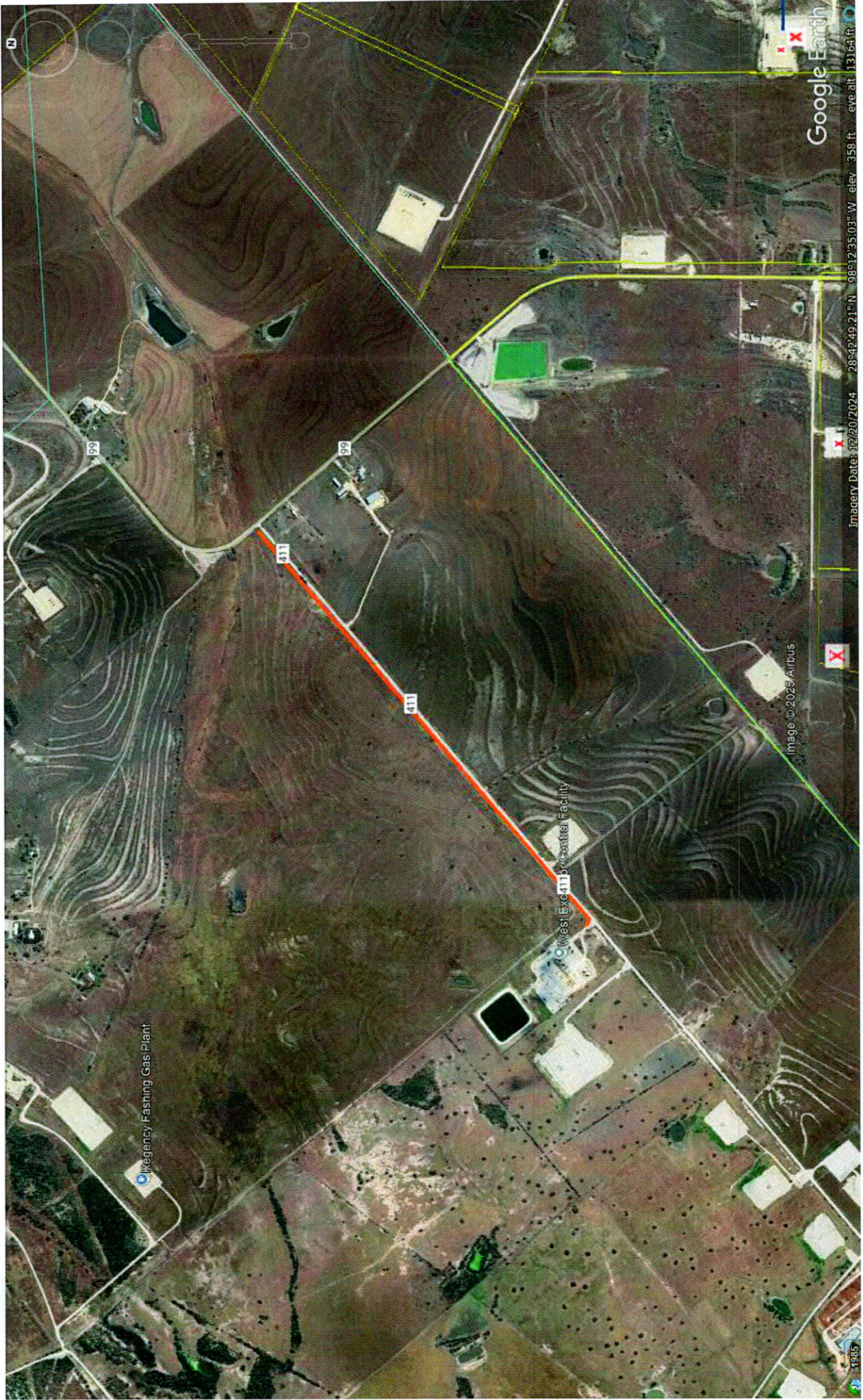
### **FEE SCHEDULE:**

**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**



Regency Fashing Gas Plant

West Exc 411 Central Facility

99

99

411

411

CheckNo	CheckDate	Bank	BankNo	VendorNo	Marathon Oil Company 990 Town and Country Blvd. Houston, TX 77024	Direct Inquiries to: ACCOUNTS PAYABLE DEPARTMENT Accounts Payable Phone: 866-323-1836	Hndlg
1516374	04/22/2025	NCBAS	07780	5004506			SA

Invoice Number	Inv Date	Document Number/Text	Gross Amount	Disc/WHTax	Net Amount
0425 AT50000A	04/21/2025	1900001290	500.00	0.00	500.00
		<b>Total .....</b>		<b>USD</b>	<b>500.00</b>

(FOLD ON PERFORATION BELOW AND DETACH CHECK STUB BEFORE DEPOSITING)

**DO NOT CASH UNLESS WARNING BAND AND THE CHECK BACKGROUND ARE IN VIOLET. THE LINE BELOW CONTAINS MICROPRINTING.**

56-389/412

FORM 2501 REV. 5/00

ACCOUNTS PAYABLE

Marathon Oil Company  
990 Town and Country Blvd.  
Houston, TX 77024

Check Date      Check Number  
04/22/2025      1516374

FIVE HUNDRED AND 00/100 DOLLARS

\$500.00

PAY TO ORDER

ATASCOSA COUNTY  
1001 OAK STREET  
JOURDANTON TX 78026

US Funds  
Match amount in words with numbers

By:



PNC BANK .NA. 070  
Ashland, OH

Void After 180 Days

**DO NOT CASH UNLESS THIS CHECK IS ON WATERMARKED PAPER. HOLD TO LIGHT TO VIEW. THE LINE ABOVE CONTAINS MICROPRINTING.**

⑈ 1516374 ⑆ ⑆ 041203895⑆ 4239711179 ⑈

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

**Meeting Date:** 05/12/2025  
**Item Title:** Temporary Water Line - EOG County Road 427  
**Submitted For:** Britni Van Curan, Rural Development Director

**Discuss and/or take appropriate action concerning:**

**Britni Van Curan:** Discuss and/or take appropriate action concerning the approval/denial of the  
**Rural** Temporary Water Line Permit for EOG running 1.75 miles down County Road  
**Development:** 427 in Precinct 4.

**ATTACHMENTS**

County Road 427 Permit



**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

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

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

CR 427 - Approximately 8 miles SE of Pleasanton.  
START - Lat 28.853987 Lon -98.443506 END - Lat 28.845857, Lon -98.423798  
- 9,290' of 12" TPU Layflat on County Row. (1.75 miles)  
- Fresh Water Only

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

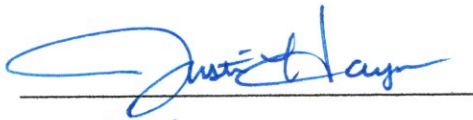
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 05/05/2025 (mm/dd/yyyy) and complete such operations by 08/05/2025 (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



By: Justin Haynes

Title: ROW Agent - EOG

Address: Pleasanton ROW Office

Date: 4/29/2025

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: Joe Gaber

Office Telephone: 210-952-0287

Cell Phone: 210-908-1285

Email Address: joe-gaber@eogresources.com

Address: 1721 FM 887

City, State, Zip: Falls City, Tx 78113

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

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

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

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

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

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

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

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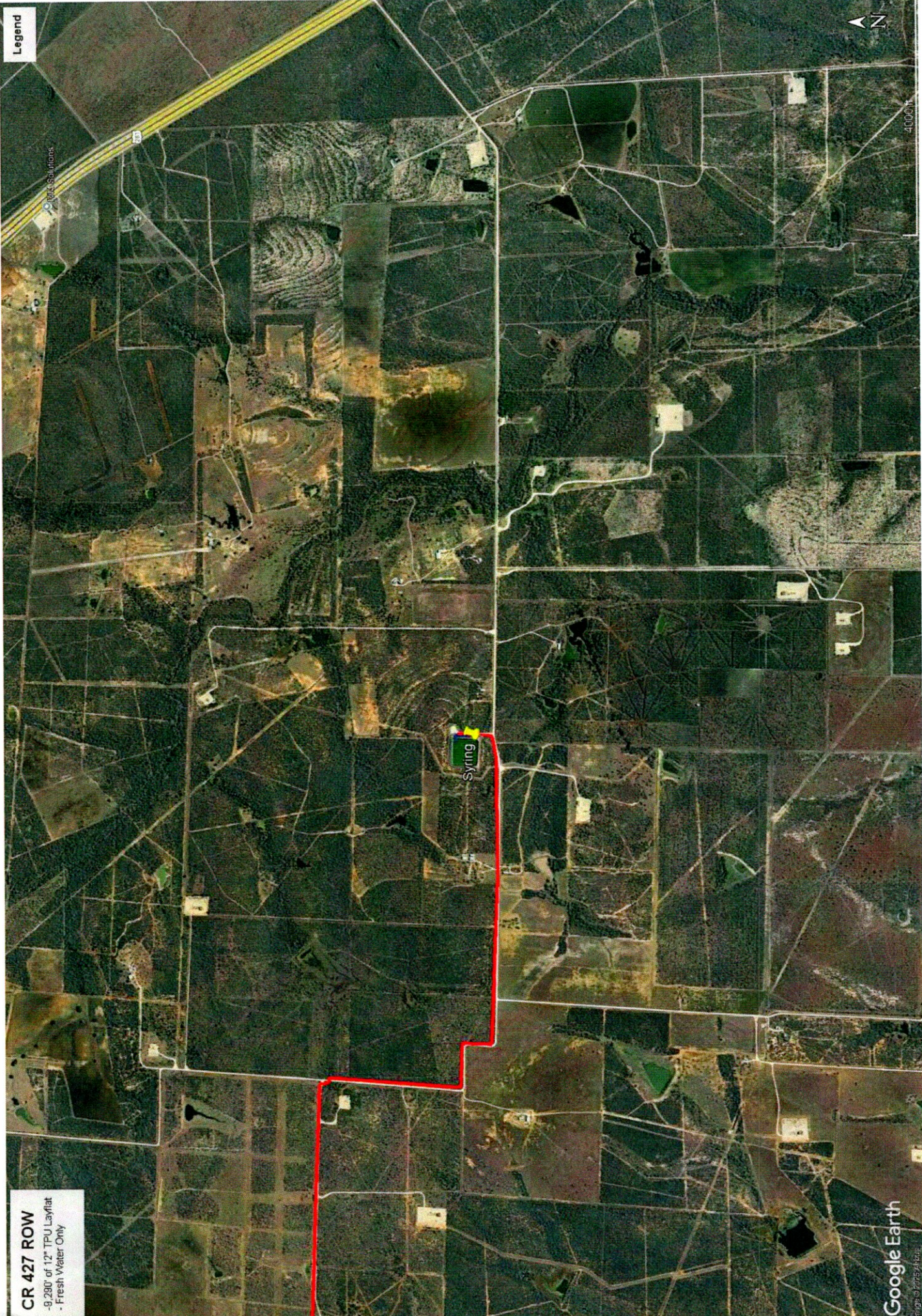
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**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

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



Legend



40061

Water Solutions

19

Spring

**CR 427 ROW**  
- 9,290' of 12" TPU Layflat  
- Fresh Water Only

Google Earth

Image © 2025 Airbus



## PERSONNEL ACTION FORM

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

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

**Requested Action**

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

Existing Employee:	Johnny West
Position:	County Worker/CDL Driver
Pay Rate:	\$24.23 hourly
Salary Budget Area:	024-400-402
Start Date:	05/12/2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:** Existing Employee, new position or promotion

**Requested Action**

Existing Employee:	Michael Block
Position:	Assistant County Attorney
Pay Rate:	\$119,843.13 yearly SB 22 Grant Budget Funds \$10,000.00
Salary Budget Area:	012-404-422
Start Date:	05/12/2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:** Existing Employee, new position or promotion

**Requested Action**

Molly Solis:  
County Attorney: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Jamison Reed
Position:	Assistant County Attorney
Pay Rate:	\$121,843.13 yearly SB 22 Grant Budgets Funds \$10,000.00
Salary Budget Area:	012-404-422
Start Date:	05/12/2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 22.**

**Meeting Date:** 05/12/2025  
**Item Title:** Certify Donation Received from Best Friends Animal Society  
**Submitted For:** Tracy Barrera, County Auditor

**Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and/or take appropriate action to accept and certify the  
**Auditor:** donation received by the Atascosa County Animal Shelter, in the amount of \$5,000.00 from Best Friends Animal Society to provide support to the Animal Shelter for food items needed and amend the Atascosa County 2025 Budget to increase the revenue account, Donations 012-300-346 by \$5,000.00 to receive the funds and increase the Atascosa County 2025 Budget line expense, Animal Food, 012-477-510 account by the same amount.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 23.**

**Meeting Date:** 05/12/2025

**Item Title:**

**Submitted For:** Weldon Cude, County Judge

**Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action to approve the Engineering contract with B.M. Cope, INC Engineering water Plant Improvements for the El Oso WSC.

**ATTACHMENTS**

information

## ENGINEERING SERVICES

### PART I AGREEMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of February, by and between the ATASCOSA COUNTY, hereinafter called the "County", acting herein by WELDON CUDE, COUNTY JUDGE hereunto duly authorized, and B.M. COPE, INC. DBA COPE ENGINEERING, INC. hereinafter called "Firm," acting herein by BRIAN M. COPE, P.E., VICE PRESIDENT.

WITNESSETH THAT:

WHEREAS, the ATASCOSA COUNTY desires to Implement/Construct the following: Water Plant Improvements: For the El Oso WSC under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage B.M. Cope, Inc. dba Cope Engineering, Inc. to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number CDV23-0227.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on 2-1-2025. In any event, all of the services required and performed hereunder shall be completed no later than 1-31-27.

3. Local Program Liaison - For purposes of this Agreement, the COUNTY JUDGE or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 70,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.


8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in ATASCOSA County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement - This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City/County Official)  
Hon. Weldon Cude  
\_\_\_\_\_  
(Printed Name)  
County Judge  
\_\_\_\_\_  
(Title)

BY:  \_\_\_\_\_  
(Firm/Contractor's Authorized Representative)  
Brian M. Cope, P.E., V.P.  
\_\_\_\_\_  
(Printed Name)  
Vice President  
\_\_\_\_\_  
(Title)

**PART II**  
**SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project:  
(Choose appropriate contracted services)

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 120 days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

## STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in

accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.



**PART III**  
**PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20% (\$14,000.00)
• Approval of Plans and Specifications by Regulatory Agency(ies).	30% (\$21,000.00)
• Completion of bid advertisement and contract award.	20% (\$14,000.00)
• Completion of construction staking.	10% (\$7,000.00)
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10% (\$7,000.00)
• Completion of final inspection and acceptance by the City/County.	10% (\$7,000.00)
<b>Total</b>	<b>100%</b> <b>(\$70,000.00)</b>

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$200.00
Survey Crew (3 members)	\$250.00
Project Engineer	\$175.00
Engineering Technician	\$100.00
Project Representative	\$100.00
Draftsman	\$100.00

The fee for all other Special Services shall not exceed a total of Forty-Five Hundred and No/100 Dollars (\$4,500.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a ten percent (10%) overhead charge. All fees for testing shall not exceed a total of Forty-Five Hundred and No/100 Dollars (\$4,500.00).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

## PART IV

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.*] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
  - a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

### **Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
  - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
  - (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
  - (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.