



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

Permit Number: _____		
Applicant/Permitee	GPS*	Roadway
Name: Tillman Infrastructure	Latitude, Longitude <u>28.861005</u> , <u>-98.793549</u>	Name: 315 W
Mailing Address: 200 Ridge Point Dr		
City, State, Zip: Heath, TX 75126	For County's Use	
Phone number: 469.377.2081	Pct. No.: <u>3</u>	
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes Tillman Infrastructure hereinafter called the Permittee, to construct/_____reconstruct a Maintenance/Commercial (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road 315 W in Atascosa County, located Charlotte _____ (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:

_____ 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: 05/05/2025

Signed: Cori Rennaker Representative

(Property owner or owner's representative)



3D DESIGN & ENGINEERING, Inc.

Structural, Geotechnical & Civil Engineering.

June 06, 2025

CULVERT HYDRAULIC ANALYSIS REPORT

Attention: Atascosa County

Vertical Bridge site name: **McCord Charlotte – TI-OPP-3374**

Site address: 18862 W FM 140, Charlotte, TX 78011

Site coordinates: N28.860861°; W98.793286°

Per your request, in order to determine the size of the proposed culvert for the site referenced above, hydraulic analysis was completed per Atascosa County & TXDOT requirements. The basin draining into the subject ditch was determined by using topographical data based on U.S.G.S. (United States Geological Survey) topographic maps downloaded from Google earth library. For the subject area, more than 40,000 elevation points were extracted from USGS data base; these elevation points were imported in GIS software that creates a topographic surface by triangulating surfaces between the imported points in a specific order. On page 2, the layout of the basin, draining into the subject ditch, is shown along topographic contours. Page 3 shows the calculations of the time of concentration, intensity of rainfall and peak runoff for 10-year & 100-year recurrence intervals. On page 4, a profile of the subject ditch is shown along the water surface, energy grade line and maximum allowable headwater. The calculations were completed for 100 years return period.

The analysis results show that a culvert, consisting of one 18” pipe, is adequate to be used at the subject driveway; a TXDOT Precast Safety End Treatment Type II ~ Parallel Drainage “PSET-SP” is recommended. The basin draining into the subject ditch was determined to be 0.5627 acre and generating a runoff discharge of 1.69 CFS; calculations are shown on page 3.

Annexed to this report is:

1. TXDOT “Precast Safety End Treatment Type II ~ Parallel Drainage”; PSET-SP.
2. TXDOT intensity calculation “EBDLKUP”.
3. ATLAS 14 precipitations at the subject site location.

Please don’t hesitate to contact us if you have any questions.

Sincerely,

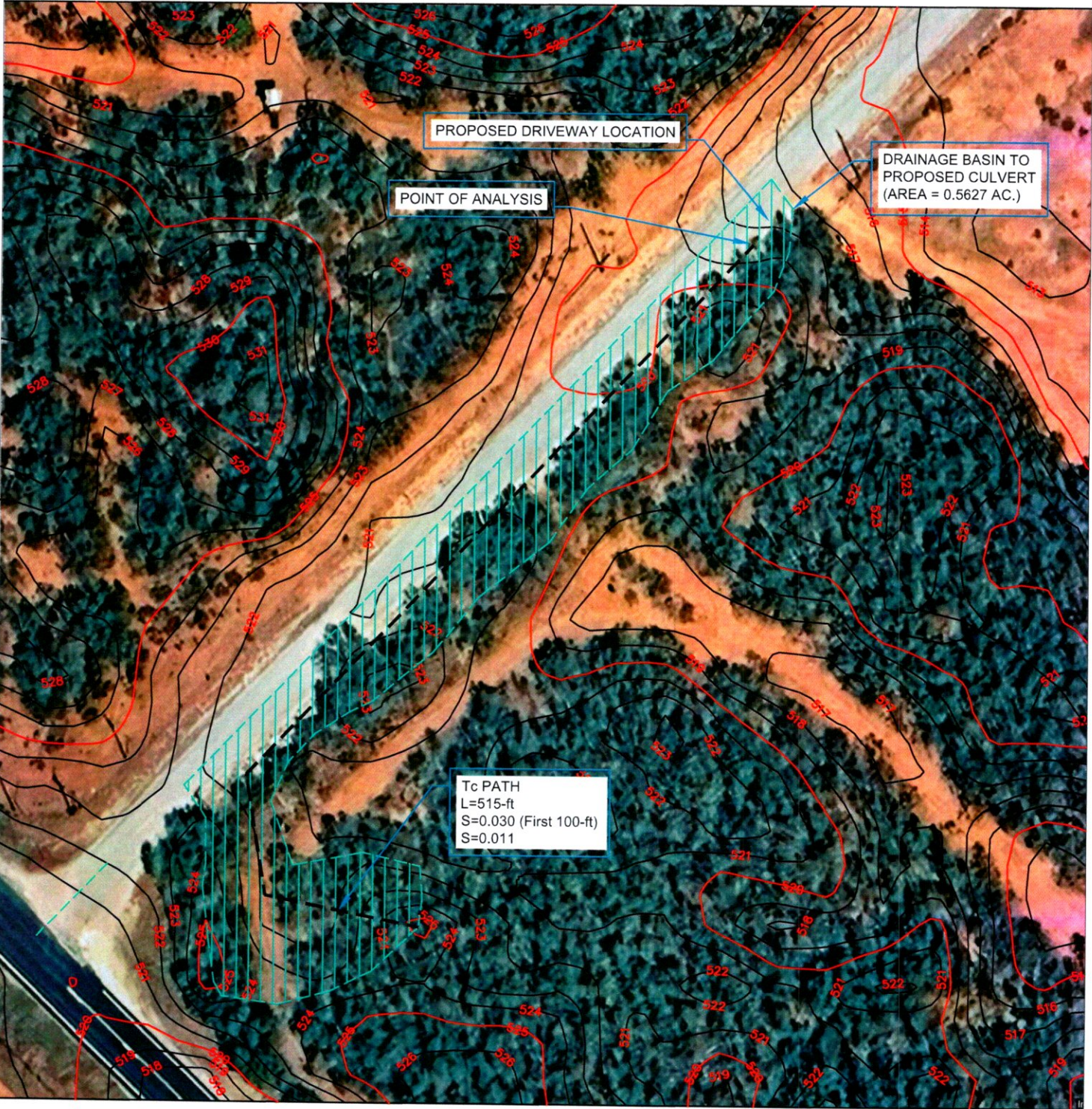
3D Design & Engineering Inc.

Nabil Mimouni Ph. D., P. E.

Principal Engineer



3D Design & Engineering, Inc.
Registration # F 13381



DRAINAGE BASIN TO PROPOSED CULVERT

SCALE: 1:70

TIME OF CONCENTRATION - RATIONAL METHOD:

$T_c = T_t(\text{sheet}) + T_t(\text{shallow concentration})$

$T_t(\text{sheet}) = 0.42 * (nL)^{0.8} / ((P2)^{0.5} * S^{0.4}) = 14.81 \text{ minutes}$

with:

L: Length of the reach (ft) [Max. 100-ft]

n = 0.34; Manning's (wood with light underbrush, road asphalt & new impervious cover)

P2 = 3.75 in; 2-year, 24-hour rainfall ATLAS 14

S = 0.030; Slope of the ground (ft/ft)

$T_t(\text{shallow concentration}) = L / (60 * (16.1345) * (S^{0.5})) = 4.09 \text{ minutes}$

with:

L = 415-ft; Length of the reach (ft)

S = 0.011; Slope of the ground (ft/ft)

$T_c = 7.88 + 5.87 = 18.90 \text{ minutes}$

INTENSITY CALCULATIONS PER TXDOT:

$i = b/(d+T_c)^e$

with:

i: average rainfall intensity (in/hr)

t=Tc: Storm duration (minutes)

b, d & e: Coefficients for different storm frequencies per TXDOT

PEAK RUNOFF PER TXDOT:

$Q_p = C * i * A$

with:

Qp: Peak runoff (CFS)

C: runoff coefficient per TXDOT Table 4-11 (C=Cr+Ci+Cv+Cs)

i: average intensity of rainfall (in/hr) (see above)

A: contributing area (acres) = 0.5627 Acre

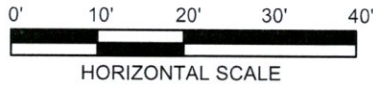
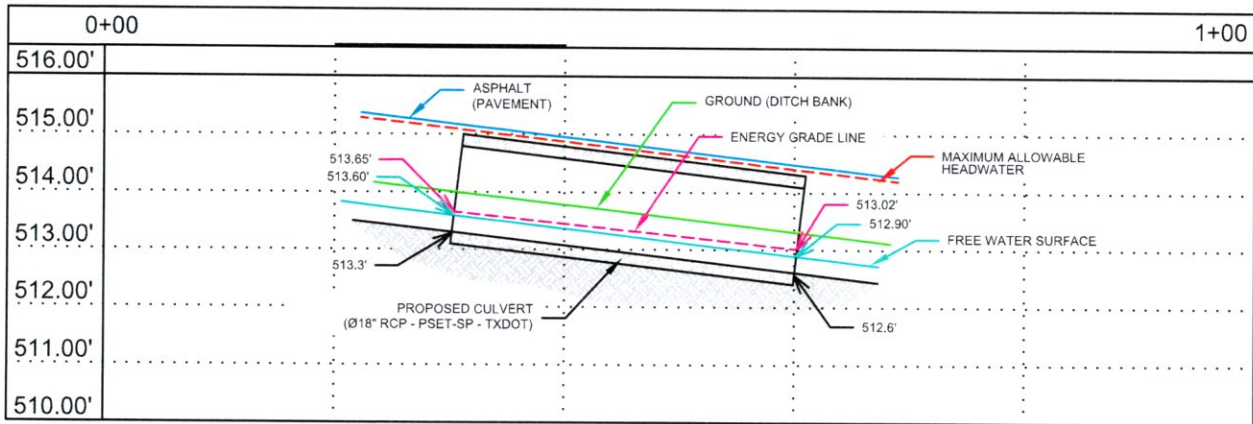
PROPOSED CULVERT				
n	L1 (ft)	P2 (in)	S	Sheet Flow Tt (minutes)
0.34	100	3.75	0.03	14.81
n	L2 (ft)	P2 (in)	S	Shallow Concentrated Flow Tt (minutes)
n/a	415	3.75	0.011	4.09
				Tc (minutes)
				18.90

PROPOSED CULVERT				
	b	d	e	i (in/hr)
10 yrs.	93.1037	13.5214	0.8114	5.53
100 yrs.	123.118	13.706	0.7728	8.33

PROPOSED CULVERT				
Reccurrence	A (ac.)	I (in/hr)	C	Qp
10-year	0.5627	5.53	0.360	1.121
100-year	0.5627	8.33	0.360	1.688

VERTICAL SCALE IS 5 TIMES EXAGGERATED

HORIZONTAL SCALE: 1/16" = 1'
 VERTICAL SCALE: 5/16" = 1'



CULVERT - ENERGY GRADE LINE & FREE WATER SURFACE - 100-YEAR SCALE AS NOTED

$Q = C \times I \times A$ (CFS; DISCHARGE FROM DRAINAGE BASIN TO CULVERT)

C = 0.36: Runoff coefficient - 100-yr. (see page 3)

I = 8.33 in/hr.: Intensity - 100-yr. (see page 3)

A = 0.5627 acres (see page 2)

Q = 1.69 CFS: Peak Runoff - 100-yr. (see page 3)

$EGL = Z + P/\gamma + v^2/2g$

n = 0.011

Pipe length = 30-ft

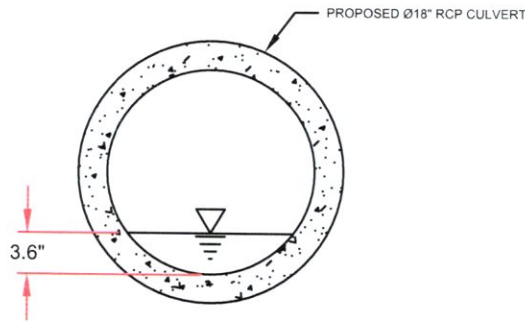
Pipe diameter = 18"

Slope = 0.024

v = 6.7 ft/s (Velocity calculated using Manning Equation for Partially Full pipe)

WET AREA = 0.25 SF

WET PERIMETER = 1.39 ft



CULVERT SECTION
 SCALE: 3/4" = 1'



EXISTING ROADSIDE DITCH AT PROPOSED DRIVEWAY LOCATION

REQUIREMENTS FOR CULVERT PIPES AND SAFETY PIPE RUNNERS

Pipe I.D.	RCP Wall Thickness	TP Wall Thickness	Slope	Min Length	Pipe Runners Required		Reinforcing Pipe Number, S-1
					Single Pipes	Multiple Pipes	
12"	2"	1.15"	17.00'	6.1	4'-9"	No	3" STD 3.500' 3.068"
15"	2 1/2"	1.30"	20.50'	6.1	6'-5"	No	3" STD 3.500' 3.068"
18"	2 1/2"	1.60"	24.00'	6.1	8'-0"	No	3" STD 3.500' 3.068"
24"	3"	1.95"	31.00'	6.1	11'-3"	No	3" STD 3.500' 3.068"
30"	3 1/2"	2.65"	38.50'	6.1	14'-6"	No	4" STD 4.500' 4.026"
36"	4"	2.75"	45.50'	6.1	17'-11"	Yes	4" STD 4.500' 4.026"
42"	4 1/2"	2.7"	52.50'	6.1	21'-2"	Yes	4" STD 4.500' 4.026"

- Dimension "TP" is based on reinforced concrete pipe (RCP) meeting the requirements of ASTM C 76, Class III, RCP Wall TP Thickness. Adjust "TP" for any other wall thickness used. For thermoplastic pipe (TP), take into account the annular space requirements for gasketed connections.
- Slope as shown elsewhere in the plans. Slope of 6:1 or flatter is required for vehicle safety.
- Reinwall to be used only when dimension is shown elsewhere in the plans.
- Fill the top 4" of void between precast and treatments with concrete riprap. Concrete riprap is considered subsidiary to the Item 467, Safety End Treatment.
- Provide clear distance between pipes to provide for the minimum distance between safety end treatments.
- Provide concrete stabilized bedding and backfill in accordance with the Item 400, Excavation and Backfill for Structures. Bedding and backfill is considered subsidiary to the Item 467, Safety End Treatment. When concrete riprap is specified around the safety end treatment, backfill as directed by Engineer.
- Thermoplastic pipe wall thickness may vary. Adjust accordingly. Thermoplastic pipe requires the safety end treatments to have a built end for gasketed connections.

GENERAL NOTES:
 1. Safety end treatments for advanced concrete pipe (ACP) and thermoplastic pipe (TP) may be used for TYPE II End Treatment on structures.
 2. When precast safety end treatment is used as a Contractor's alternate to the plans, ACP, riprap will not be required unless noted otherwise on the plans.
 3. Synthetic fibers listed on the "Fibers for Concrete Material Producer List (FMP)" may be used in lieu of steel reinforcing in riprap concrete structures.
 4. Minimum concrete thickness shall be in accordance with Item 467, Safety End Treatment except as noted below:
 A. Provide minimum reinforcing of #1 at 6" (6-ade 40) or #4 at 12" (6-ade 60) each way or #3 at 6" (6-ade 40) or #4 at 12" (6-ade 60) each way.
 B. For precast (steel formed) sections, provide Class "C" concrete (FCY = 3,600 psi).
 5. At the option and expense of the Contractor, the next larger size of safety pipe may be used, provided it fully meets the TP dimension cast is that of the required size of pipe.
 6. Pipe runners are designed for a traveling load of 10,000 lbs. at yield.
 7. Safety end treatments shall be installed in accordance with the details provided by Research Report 200-27, "Safety Treatment of Roadside Structures."
 8. Provide pipe runners meeting the requirements of ASTM A53, Grade B or S, Grade D; ASTM A500 (Grade B), or API 5L X52.
 9. Gabions: All steel components except reinforcing steel after fabrication shall be galvanized.
 10. Connect RCP using the vertical joint for RCP (detail shown on in accordance with Item 467, Reinforced Concrete Pipe, Connect TP by providing a vertical joint for RCP (detail shown on in accordance with Item 467, Reinforced Concrete Pipe, Connect TP by gasketed connections with TP and precast safety end treatment.

Texas Department of Transportation

PRECAST SAFETY END TREATMENT

TYPE II - PARALLEL DRAINAGE

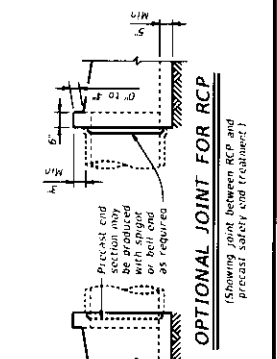
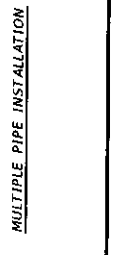
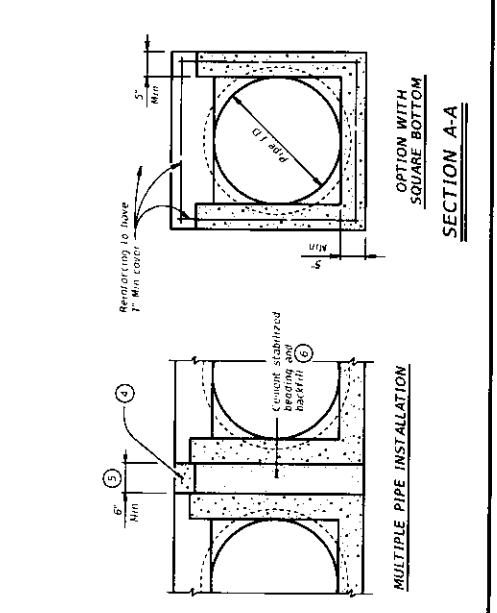
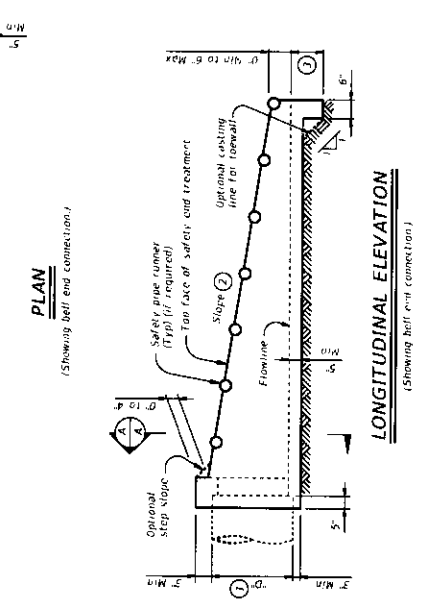
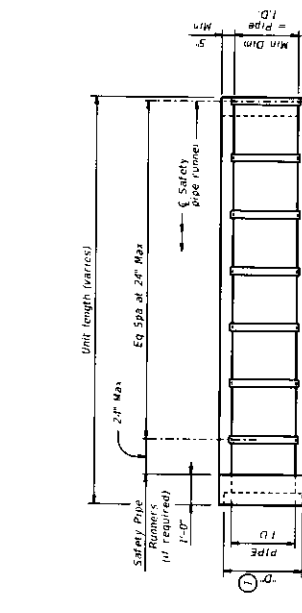
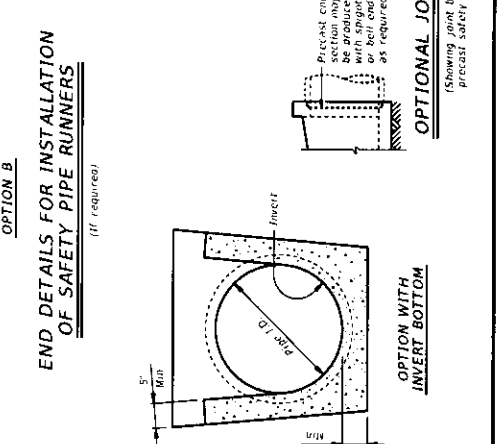
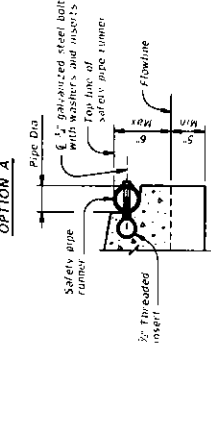
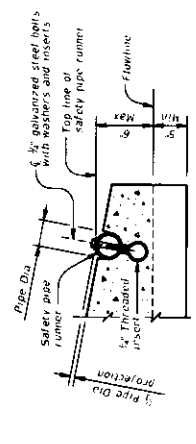
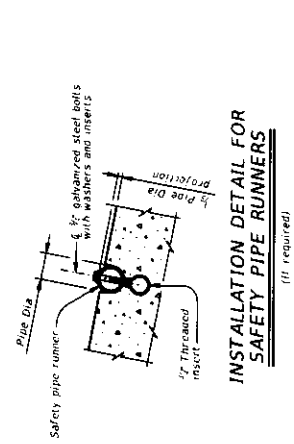
PSET-SP

DATE: _____

DRAWN BY: _____

CHECKED BY: _____

SCALE: _____





Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on "National Oceanic and Atmospheric Administration's (NOAA) Atlas 14
Precipitation-Frequency Atlas of the United States, Volume 11 Version 2.0: Texas" (Perica et al. 2018)

Parameter Selection

1. Select Units

English

2. Select Methodology

Annual Maximum Series (AMS)

3. Select County

ATASCOSA

4. Select County Zone

Zone-1

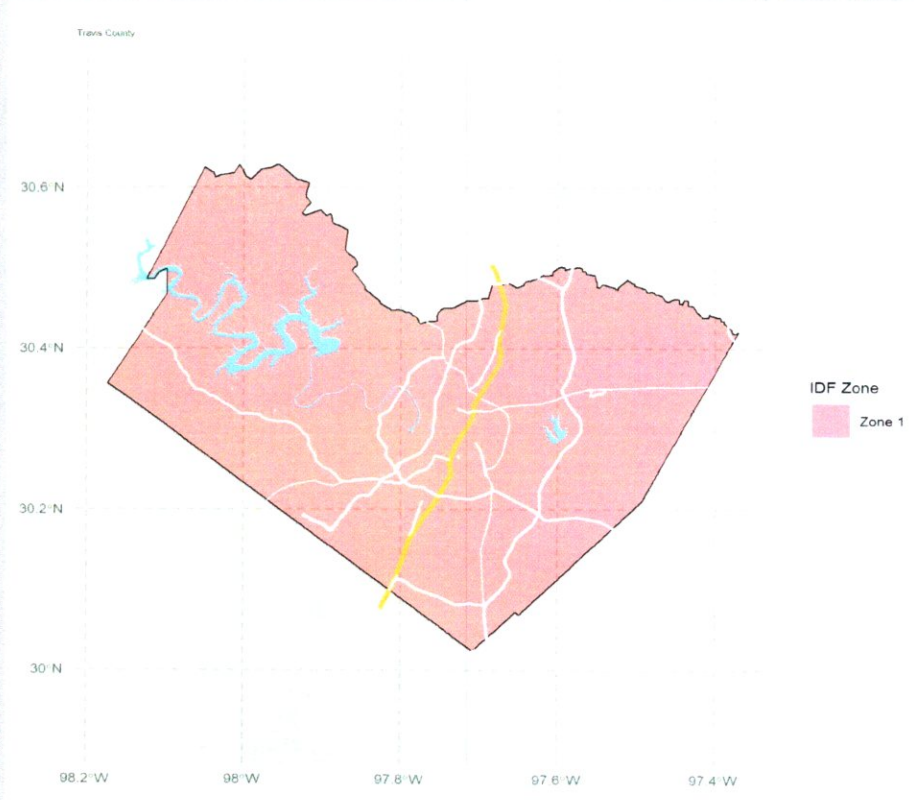
5. Select Time of Concentration (t_c)

18.9 Minute

Design Annual Exceedance Probability (Design Annual Recurrence Interval)

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)	0.2% (500-year)
e	0.8431	0.8237	0.8114	0.7963	0.7846	0.7728	0.7505
b	66.5022	82.1228	93.1037	106.3828	115.0098	123.1183	144.7160
d (min)	13.0648	13.3855	13.5214	13.6387	13.5565	13.7060	15.5894
Intensity (inches/hour)	3.58	4.69	5.53	6.65	7.50	8.33	10.15

Note: Atascosa County has 1 rainfall zone.



Filename: EBDLKUP-2019-vC6.2.10.xlsm



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Orlan Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aeriels](#)

PF tabular

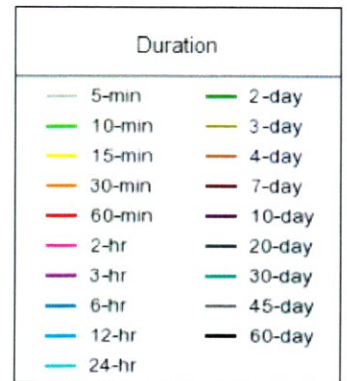
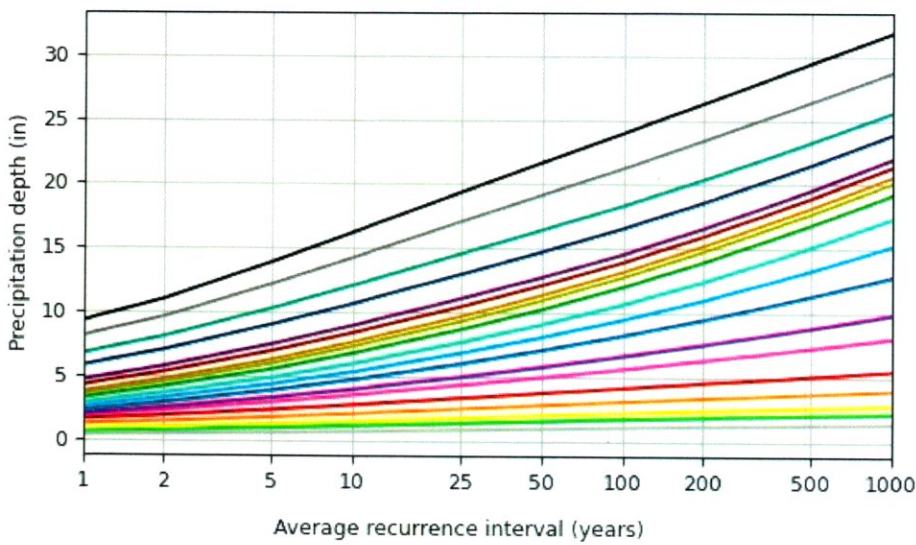
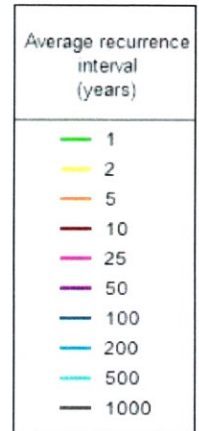
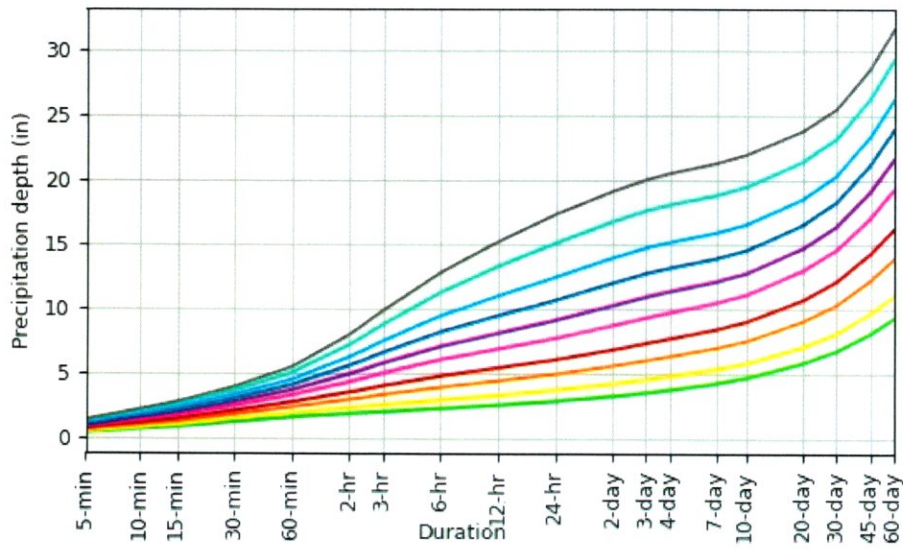
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.450 (0.340-0.594)	0.528 (0.404-0.692)	0.656 (0.501-0.863)	0.762 (0.572-1.02)	0.906 (0.661-1.25)	1.02 (0.723-1.44)	1.12 (0.775-1.63)	1.22 (0.821-1.81)	1.34 (0.873-2.06)	1.43 (0.904-2.25)
10-min	0.714 (0.541-0.943)	0.839 (0.643-1.10)	1.05 (0.798-1.38)	1.22 (0.913-1.62)	1.45 (1.06-2.00)	1.63 (1.16-2.31)	1.80 (1.24-2.60)	1.95 (1.31-2.89)	2.12 (1.38-3.26)	2.24 (1.42-3.52)
15-min	0.906 (0.686-1.20)	1.06 (0.812-1.39)	1.32 (1.00-1.73)	1.52 (1.14-2.03)	1.81 (1.32-2.49)	2.03 (1.44-2.86)	2.23 (1.54-3.23)	2.42 (1.63-3.60)	2.66 (1.73-4.08)	2.82 (1.78-4.44)
30-min	1.29 (0.976-1.70)	1.50 (1.15-1.97)	1.85 (1.41-2.44)	2.14 (1.60-2.85)	2.53 (1.84-3.47)	2.82 (2.00-3.98)	3.10 (2.14-4.49)	3.38 (2.27-5.01)	3.72 (2.42-5.71)	3.97 (2.51-6.25)
60-min	1.66 (1.26-2.20)	1.95 (1.49-2.56)	2.43 (1.85-3.19)	2.82 (2.11-3.75)	3.35 (2.44-4.59)	3.75 (2.66-5.29)	4.15 (2.86-6.01)	4.56 (3.06-6.77)	5.09 (3.31-7.81)	5.49 (3.48-8.64)
2-hr	1.95 (1.48-2.56)	2.36 (1.81-3.05)	3.02 (2.31-3.93)	3.58 (2.70-4.73)	4.36 (3.19-5.94)	4.98 (3.55-6.97)	5.63 (3.90-8.07)	6.32 (4.26-9.28)	7.26 (4.74-11.0)	8.01 (5.09-12.4)
3-hr	2.10 (1.60-2.74)	2.60 (1.98-3.32)	3.37 (2.58-4.37)	4.04 (3.06-5.33)	5.02 (3.68-6.81)	5.80 (4.14-8.08)	6.64 (4.61-9.46)	7.55 (5.10-11.0)	8.83 (5.77-13.3)	9.86 (6.28-15.2)
6-hr	2.36 (1.81-3.06)	2.99 (2.28-3.77)	3.94 (3.03-5.07)	4.80 (3.65-6.29)	6.06 (4.47-8.17)	7.10 (5.09-9.81)	8.24 (5.75-11.6)	9.50 (6.45-13.7)	11.3 (7.42-16.9)	12.8 (8.19-19.5)
12-hr	2.63 (2.03-3.40)	3.36 (2.56-4.19)	4.44 (3.43-5.67)	5.42 (4.15-7.06)	6.89 (5.11-9.22)	8.12 (5.86-11.1)	9.49 (6.65-13.3)	11.0 (7.52-15.8)	13.3 (8.76-19.6)	15.2 (9.76-22.9)
24-hr	2.93 (2.28-3.77)	3.75 (2.87-4.64)	4.95 (3.85-6.29)	6.06 (4.66-7.84)	7.72 (5.75-10.3)	9.12 (6.61-12.4)	10.7 (7.52-14.8)	12.5 (8.54-17.6)	15.1 (9.99-22.0)	17.3 (11.2-25.7)
2-day	3.30 (2.58-4.22)	4.22 (3.25-5.20)	5.58 (4.36-7.06)	6.84 (5.28-8.79)	8.70 (6.52-11.5)	10.3 (7.48-13.8)	12.0 (8.50-16.5)	14.0 (9.60-19.5)	16.8 (11.2-24.2)	19.2 (12.4-28.1)
3-day	3.57 (2.80-4.54)	4.55 (3.52-5.60)	6.01 (4.71-7.57)	7.33 (5.68-9.39)	9.30 (6.99-12.2)	10.9 (7.99-14.7)	12.8 (9.04-17.4)	14.8 (10.2-20.5)	17.7 (11.7-25.2)	20.1 (13.0-29.1)
4-day	3.79 (2.97-4.81)	4.80 (3.74-5.91)	6.32 (4.97-7.94)	7.68 (5.97-9.81)	9.69 (7.29-12.7)	11.4 (8.30-15.1)	13.2 (9.36-17.9)	15.2 (10.5-21.0)	18.1 (12.1-25.7)	20.5 (13.3-29.7)
7-day	4.30 (3.38-5.43)	5.35 (4.21-6.61)	6.97 (5.51-8.74)	8.40 (6.55-10.7)	10.5 (7.88-13.6)	12.1 (8.88-16.0)	13.9 (9.92-18.7)	15.9 (11.0-21.8)	18.9 (12.6-26.5)	21.3 (13.9-30.4)
10-day	4.71 (3.72-5.92)	5.80 (4.59-7.17)	7.50 (5.96-9.38)	8.98 (7.03-11.4)	11.1 (8.37-14.3)	12.7 (9.35-16.7)	14.5 (10.4-19.5)	16.6 (11.5-22.6)	19.5 (13.1-27.2)	21.9 (14.3-31.1)
20-day	5.85 (4.65-7.32)	7.07 (5.66-8.77)	9.04 (7.23-11.3)	10.7 (8.41-13.4)	13.0 (9.83-16.6)	14.7 (10.8-19.1)	16.6 (11.9-21.9)	18.6 (13.0-25.0)	21.5 (14.4-29.6)	23.8 (15.6-33.3)
30-day	6.78 (5.40-8.45)	8.11 (6.55-10.1)	10.3 (8.28-12.8)	12.1 (9.57-15.2)	14.6 (11.1-18.5)	16.4 (12.1-21.2)	18.3 (13.2-24.1)	20.4 (14.3-27.3)	23.2 (15.7-31.8)	25.5 (16.7-35.4)
45-day	8.12 (6.49-10.1)	9.64 (7.82-12.0)	12.2 (9.83-15.1)	14.3 (11.3-17.8)	17.1 (13.0-21.6)	19.1 (14.2-24.6)	21.2 (15.3-27.8)	23.4 (16.4-31.1)	26.3 (17.8-35.7)	28.6 (18.8-39.4)
60-day	9.32 (7.47-11.5)	11.0 (8.97-13.6)	13.9 (11.2-17.2)	16.2 (12.9-20.2)	19.3 (14.8-24.4)	21.6 (16.1-27.7)	23.9 (17.3-31.2)	26.3 (18.5-34.7)	29.4 (19.9-39.6)	31.7 (20.9-43.4)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

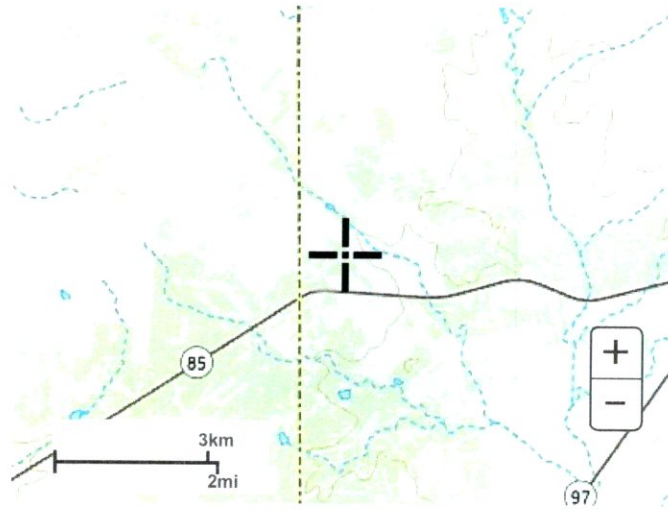
PDS-based depth-duration-frequency (DDF) curves
 Latitude: 28.8609°, Longitude: -98.7933°



[Back to Top](#)

Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019

Market: Central
Cell Site Number: TI-OPP-33734
Cell Site Name: A - McCord Charlotte TX TI-05985
FA:16389761

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this ____ day of _____, 20____, by and between James F. McCord and Linette M. McCord, husband and wife, having a mailing address of 9222 Amber Ridge San Antonio, TX 78250 (hereinafter referred to as "Landlord") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "Tenant").

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property identified by the Atascosa County Appraisal District as Property ID 16348, located in the State of Texas (the "Real Property"), and as is more particularly described on Exhibit 1 hereto.
2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Sixteen (16) successive automatic Five (5) year options to renew.
3. The portion of the Property being leased to Tenant and associated access and utility easements are described in Exhibit 2 annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between

the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

James F. McCord and Linette M. McCord, husband and wife

By: *James F. McCord*

Print Name: James F. McCord

Its: Owner

Date: 4/11/25

By: *Linette M. McCord*

Print Name: Linette M. McCord

Its: Owner

Date: 04/11/25

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Name: _____

Name: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year of 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Bexar)

BE IT REMEMBERED, that on this 1st day of April, 2025 before me, the subscriber, a person authorized to take oaths in the State of Texas, personally appeared James F. McCord and Linette M. McCord, husband and wife, who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the persons named in the within instrument, and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

Signature: Carmen Estrada
My Commission Expires: 3-1-2029
Commission Number: 7740000

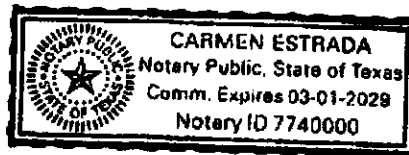


EXHIBIT 1

Description of Real Property

Being 30.69 acres of land out of the Dadio Tober Survey No. 70 Abstract No. 867 Atascosa County Texas and also being that certain 33 acre tract described in Document No. 119260 of the Official Public Records of Atascosa County Texas. Said 30.69 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in December, 2020:

BEGINNING at a 5/8 inch iron rod found in the northeast line of Farm to Market Road No. 140 for a southwest corner of that certain 44.946 acre tract (Tract T) described in Volume 93, Page 435 of said Official Public Records and for the south corner hereof.

THENCE with the northeast lines of Farm to Market Road No. 140 the following 3 courses:

1. With a curve turning to the right with an arc length of 247.75 feet, a radius of 1870.10 feet, a chord bearing of North 49° 08' 57" West and a chord length of 247.57 feet to a point;
2. North 45° 27' 40" West a distance of 2389.73 feet to a wood fence corner post found;
3. North 15° 55' 49" West a distance of 59.18 feet to a wood fence corner post found in the southeast line of County Road No. 315 W.

THENCE North 44° 01' 34" East a distance of 476.44 feet along the southeast line of County Road No. 315 W. to a 1 inch iron pipe found for a west corner of that certain 108.499 acre tract described in Volume 211, Page 137 of said Official Public Records and for the north corner hereof.

THENCE South 45° 08' 42" East a distance of 1254.18 feet along the general meanders of a fence and a southwest line of said 108.499 acre tract to a point for a south corner of said 108.499 acre tract, a west corner of said 44.946 acre tract and a corner hereof.

THENCE South 45° 00' 41" East a distance of 1443.38 feet along the general meanders of a fence and a southwest line of said 44.946 acre tract to a pipe fence corner post found for an interior corner of said 44.946 acre tract and the east corner hereof.

THENCE South 45° 08' 25" West a distance of 471.45 feet along the general meanders of a fence and a northwest line of said 44.946 acre tract to the **POINT OF BEGINNING** containing 30.69 acres more or less and as shown on certified plat herewith.

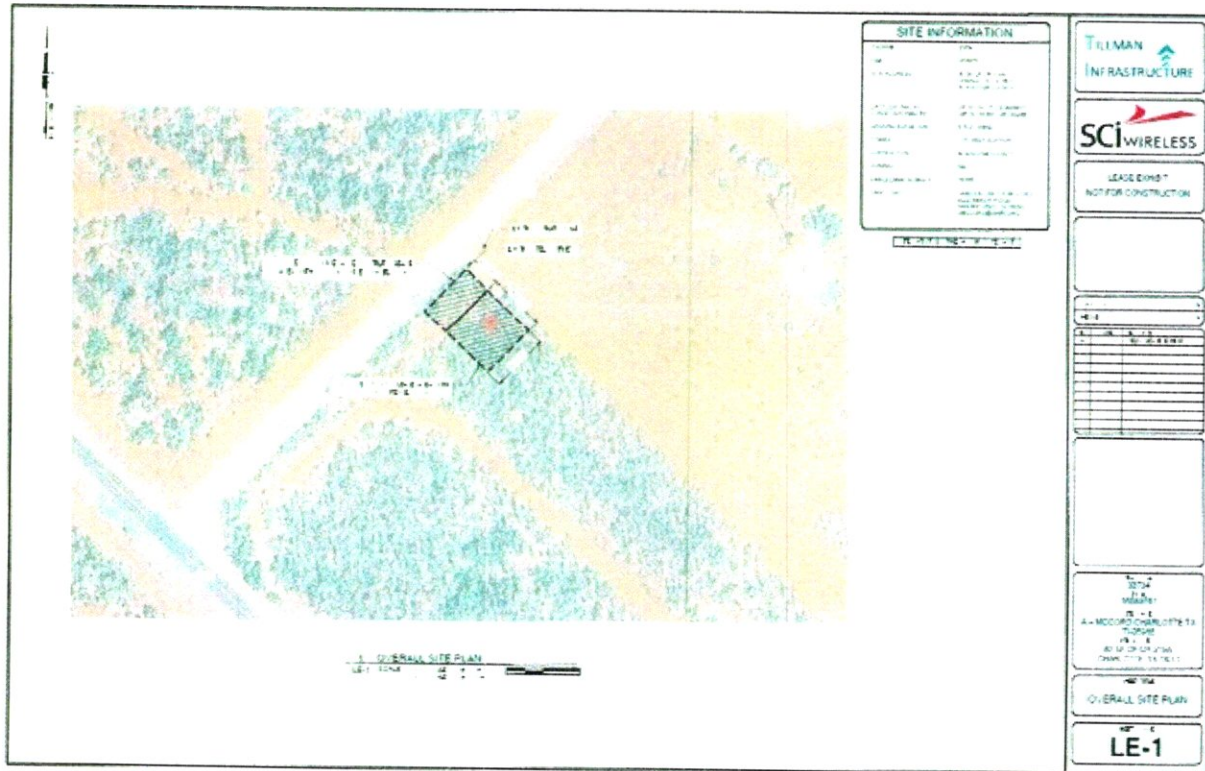
EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page ____ of ____

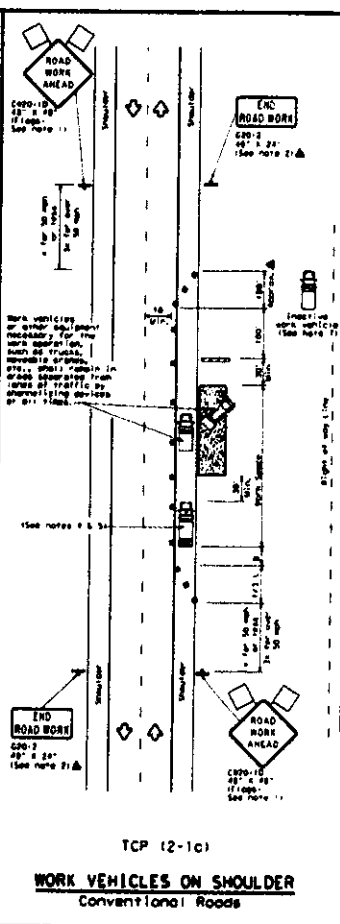
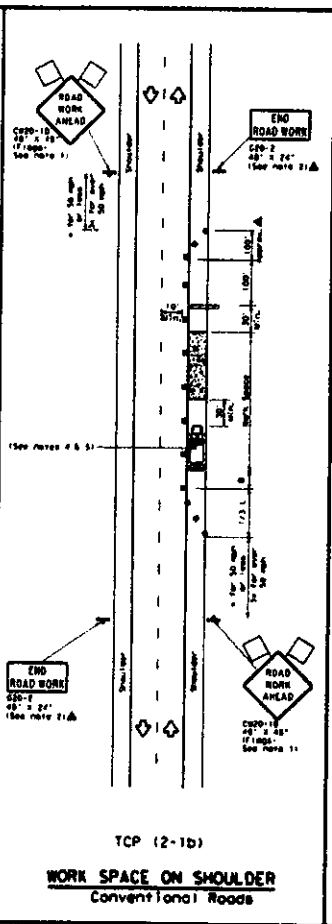
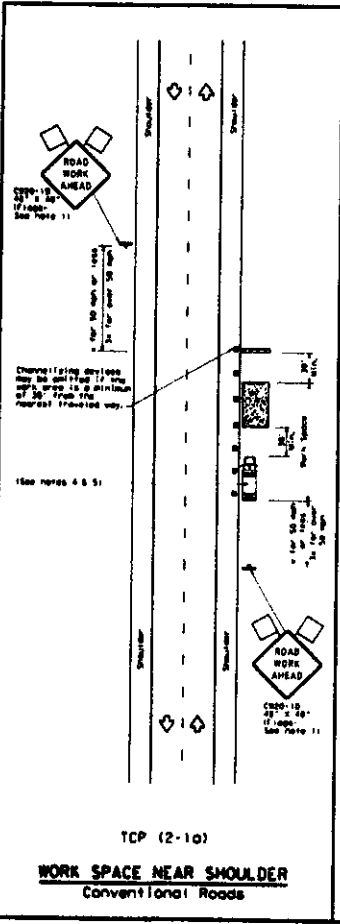
to the Memorandum of Lease dated _____, 20__, by and between James F. McCord and Linette M. McCord, husband and wife, having a mailing address of 9222 Amber Ridge San Antonio, TX 78250 ("Landlord") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 ("Tenant").

The Premises and Access & Fiber/Utility Easement are described and/or depicted as follows:



1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

1. The work area shall be clearly marked with traffic control devices. The work area shall be clearly marked with traffic control devices. The work area shall be clearly marked with traffic control devices.



Type 3 Barricade		Type 4 Barricade		Type 5 Barricade	
18" x 24" x 36" (See Note 1)	18" x 24" x 36" (See Note 1)	18" x 24" x 36" (See Note 1)	18" x 24" x 36" (See Note 1)	18" x 24" x 36" (See Note 1)	18" x 24" x 36" (See Note 1)

Work Space	Work Space	Work Space	Work Space	Work Space	Work Space
30	30	30	30	30	30
35	35	35	35	35	35
40	40	40	40	40	40
45	45	45	45	45	45
50	50	50	50	50	50
55	55	55	55	55	55
60	60	60	60	60	60
65	65	65	65	65	65
70	70	70	70	70	70
75	75	75	75	75	75

GENERAL NOTES

1. Flag persons shall be clearly visible, and shall be clearly visible.
2. All traffic control devices shall be clearly visible, and shall be clearly visible.
3. All traffic control devices shall be clearly visible, and shall be clearly visible.
4. All traffic control devices shall be clearly visible, and shall be clearly visible.
5. All traffic control devices shall be clearly visible, and shall be clearly visible.
6. All traffic control devices shall be clearly visible, and shall be clearly visible.
7. All traffic control devices shall be clearly visible, and shall be clearly visible.
8. All traffic control devices shall be clearly visible, and shall be clearly visible.



210167

4

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

Capital Title of Texas **WARRANTY DEED WITH VENDOR'S LIEN**

GF: 20 531982 FF
STATE OF TEXAS §
COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

THAT We, **ALONZO CRUZ, JR. and HORTENCIA CRUZ**, of the County Bexar, State of Texas, referred to as Grantor, as for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of their one certain Promissory Note of even date herewith, in the principal sum of **ONE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$138,550.000)**, payable to the order of **CAPITAL FARM CREDIT, ACA**, as agent/nominee as therein provided and bearing interest as therein specified, the payment of which Note is secured by a Superior Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **BEN R. NOVOSAD**, Trustee, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto **JAMES F. MCCORD and LINETTE M. MCCORD**, of the County of Bexar, State of Texas, referred to as Grantee, all of the following described real property in Atascosa County, Texas, to-wit:

Being 30.69 acres of land out of the Dadio Tober Survey No. 70, Abstract No. 867, Atascosa County, Texas and also being that certain 33 acre tract described in Document No. 119260 of the Official Public Records of Atascosa County, Texas; Said 30.69 acre tract being more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes:

This conveyance is made subject to those restrictions, easements, conditions, covenants, zoning laws and ordinances, assessments and mineral interests, applicable to and enforceable against the above described property as shown by the records of Atascosa County, Texas.

Grantee herein assumes the taxes for the current year.

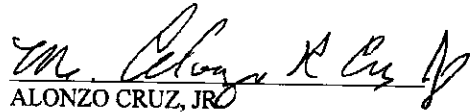
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, administrators and executors; and Grantor does hereby bind themselves, their heirs, administrators successors, assigns and executors, to **WARRANT AND FOREVER DEFEND** all and singular

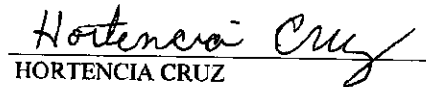
the said premises unto the said Grantee, their heirs, administrators, successors, assigns and executors, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, against and Superior Title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

CAPITAL FARM CREDIT, ACA, as agent/nominee at the instance and request of the Grantee herein, having advanced and paid cash to Grantor herein that portion of the purchase price of the herein described property as is evidenced by the herein described \$138,500.00 Note, a first and superior Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of **CAPITAL FARM CREDIT, ACA**, as agent/nominee and the same are hereby **TRANSFERRED** and **ASSIGNED** to **CAPITAL FARM CREDIT, AC**, as agent/nominee without recourse on Grantor.

EXECUTED this 20th day of December, 2020.


ALONZO CRUZ, JR


HORTENCIA CRUZ

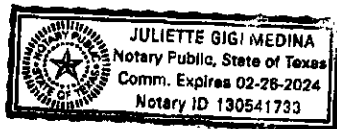
Mailing Address of Each Grantee:

JAMES F. MCCORD
9222 Amber Ridge
San Antonio, TX 78252

LINETTE M. MCCORD
9222 Amber Ridge
San Antonio, Texas 78252

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20th day of December, 2020, by **ALONZO CRUZ, JR. and HORTENCIA CRUZ.**




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

JAMES F. MCCORD
LINETTE M. MCCORD
9222 Amber Ridge
San Antonio, TX 78252

PREPARED IN THE LAW OFFICE OF:

Law Office John F. Fuini, Jr. PC
Attorney At Law
6243 IH-10 West, Suite 590
San Antonio, Texas 78201
Telephone (210) 732-2200
Telecopier (210) 732-0298

EXHIBIT "A"

Being 30.69 acres of land out of the Dadio Tober Survey No. 70, Abstract No. 867, Atascosa County, Texas and also being that certain 33 acre tract described in Document No. 119260 of the Official Public Records of Atascosa County, Texas; Said 30.69 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in December, 2020:

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3. North 15° 55' 49" West a distance of 59.18 feet to a wood fence corner post found in the southeast line of County Road No. 315 W.;

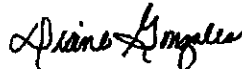
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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County Texas

December 28, 2020 01:50:19 PM

FEE: \$34.00 NRACKLEY 210167
WDVL