

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
October 14, 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 to approve the recognition and presentation of Employee of the Quarter for Quarter 3 in 2025.
Policy &
Procedure
Committee:
5. Andrea Rathmell: Discuss and/or take appropriate action to approve the Proclamation
Safer Path Family recognizing October 2025 as Domestic Violence Awareness Month
Violence Shelter: (DVAM) in Atascosa County.
Judge Cude:
6. Mary Ortiz: Discuss and/or take appropriate action to approve the MOU with Camino
Camino Real: Real Community Services and Atascosa County for Community Based
Judge Cude: Mental Health Services.
7. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
District Attorney:
Existing Employee: Genoveva Seidel

Position: Administrative Asst.
Pay Rate: Salary adjustment within budget: from \$36,100.00 to \$39,000.00
Salary Budget Area: 047-400-436
Start Date: October 14, 2025
Physical: n/a
Drug Test: n/a

Existing Employee: Rene Williams
Position: Administrative Asst.
Pay Rate: Salary adjustment within budget: from \$40,000.00 to \$42,000.00
Salary Budget Area: 047-400-404
Start Date: October 14, 2025
Physical: n/a
Drug Test: n/a

8. Judge Vaughn JP.2: Discuss and/or take appropriate action concerning personnel:

New Employee: Araceli Uriostegui
Position: Justice Court Clerk
Pay Rate: \$19.23 hourly
Salary Budget Area: 012-428-403
Start Date: October 14, 2025
Physical: pending
Drug Test: pending

New Employee: Melissa Casias
Position: Justice Court Clerk
Pay Rate: \$18.94 hourly
Salary Budget Area: 012-428-402
Start Date: October 27, 2025
Physical: Pending
Drug Test: Pending

9. Courtney Grier: EMS Discuss and/or take appropriate action concerning personnel:

New Employee: Destiny Sotelo
Position: PRN EMT
Pay Rate: \$15.00 Hourly
Salary Budget Area: 041-400-518
Start Date: 10/15/2025
Physical: Pending
Drug Test: Pending

New Employee: Darius Gill
Position: PRN EMT

Pay Rate: \$15.00 Hourly
Salary Budget Area: 041-400-518
Start Date: 10/15/2025
Physical: Pending
Drug Test: Pending

New Employee: Michael Gutierrez
Position: PRN Paramedic
Pay Rate: \$22.00 Hourly
Salary Budget Area: 041-400-518
Start Date: 10/15/2025
Physical: Pending
Drug Test: Pending

Existing Employee: Roy Saucedo
Position: Advanced EMT
Pay Rate: \$20.50 hourly
Salary Budget Area: 041-400-430
Start Date: 10/14/2025
Physical: NA
Drug Test: NA

10. Ronald Sanchez: Discuss and/or take appropriate action to adopt an order restricting outdoor burning (Burn Ban), effective on October 14, 2025, for a period of 60 days (until December 10, 2025) and allow the Fire Marshal to end the Burn Ban without returning to the Commissioner's Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of the County no longer create a public safety hazard that would be exacerbated by outdoor burning.

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

New Employee: Angelina Ann Estrada
Position: Part-time Control Technician
Pay Rate: \$12.00 Hourly
Salary Budget Area: 039-400-406
Start Date: 10-20-2025
Physical: Pending
Drug Test: Pending

New Employee: Francisco Javier Rodriguez
Position: Juvenile Supervision Officer II
Pay Rate: \$22.03 Hourly
Salary Budget Area: 039-400-562
Start Date: 10-7-2025
Physical: Pending
Drug Test: Pending

New Employee: Raul Garcia
Position: Juvenile Supervision Officer II

Pay Rate: \$22.03 Hourly
Salary Budget Area: 039-400-562
Start Date: 10-20-2025
Physical: Pending
Drug Test: Pending

Existing Employee Carlos Gomez
Position: Sergeant
Pay Rate: \$25.62 Hourly
Salary Budget Area: 039-400-403
Start Date: 10-14-2025
Physical: N/A
Drug Test: N/A

Existing Employee Selina Huerta
Position: Sergeant
Pay Rate: \$25.62 Hourly
Salary Budget Area: 039-400-403
Start Date: 10-14-2025
Physical: N/A
Drug Test: N/A

Existing Employee Dominique Cruz
Position: Corporal
Pay Rate: \$24.40 Hourly
Salary Budget Area: 039-400-403
Start Date: 10-14-2025
Physical: N/A
Drug Test: N/A

Existing Employee Isaac Garza
Position: Corporal
Pay Rate: \$24.40 Hourly
Salary Budget Area: 039-400-403
Start Date: 10-14-2025
Physical: N/A
Drug Test: N/A

12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Campbell/Callahan Family on FM 1784 in Precinct 1.
13. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Portillo Family on Turtle Ln. in Precinct 1.
14. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Final Plat for the Replat of A Portion of Block Two of the Leming Townsite on E. North St in Pct. 1.

15. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Amended Plat for the Northfield Subdivision Lot 14 in both Unit 1 and Unit 2 in Pct. 1.
16. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the Rural Development: following permits:
- A. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Stevens Rd in Precinct 2.
 - B. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Stevens Rd., Crossing #2 in Precinct 2
 - C. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Mahan Rd in Precinct 2.
 - D. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Rossville Rd, Crossing #1 in Precinct 2.
 - E. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Rossville Rd, Crossing #2 in Precinct 2.
 - F. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Heckman Rd in Precinct 2.
17. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: following Right-of-Way Permits:
- A. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Heckman Rd. in Precinct 2.
 - B. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Rossville Rd. in Precinct 2.
 - C. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Somerset Rd. in Precinct 2.
 - D. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Stevens Rd. in Precinct 2.
18. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for Leighsure Rentals, LLC. on Old Pearsall Rd. in Precinct 3.

19. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for Miranda Wiederhold on Private Road D55 in Precinct 3.
20. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for Gary & Dana McKinney on County Road 331 in Precinct 3.
21. Justin Vasquez: Discuss and/or take appropriate action concerning accepting quote from I.T. TransUnion for TLOxp for online investigative services for all four Constables at \$1,620.00 annually from budget line 012-476-684 and authorizing County Judge to sign.
22. Comm. Gillespie: Discuss and/or take appropriate action on acceptance of approximately 1,000 tons of road millings being donated to Atascosa county Pct. 1 by Clark Construction. The material was located on I-37 south/FM 99 and was picked up on October 1, 2025, by Atascosa county Pct. 1.
23. Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance of and certification of the following Grants awarded from the Texas Indigent County Auditor: Defense Commission (TIDC):
FY 2025-26 Continued Improvement Grant in the amount of \$1,886,295.00 for the Atascosa Rural Regional Public Defender. (Current Grant - Multi-County match up to \$943,146.00)
FY 2025-26 Improvement Grant in the amount of \$37,600.00 for the Atascosa Rural Regional Public Defender Office for equipment and internship costs. (New Grant - No County Match)
FY 2025-26 Improvement Grant in the amount of \$200,200.00 for the Public Defender Mental Health unit for Atascosa County. (New Grant - Atascosa County match of \$50,050.00)
24. Judge Cude: Discuss and/or take appropriate action to accept and approve the interlocal cooperation agreements with the City of Jourdanton, City of Pleasanton, and City of Poteet for the Cowboy Connect services subject to review and approval by the various City Councils.
25. Judge Cude: Discuss and/ or take appropriate action on the County Infrastructure Project Curtis Vickers: Monthly Report.
26. Judge Cude: Update and/or take appropriate action concerning Judges, Commissioners, and Other County Elected Officials' training Course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to Education that need to be filed in the court records.

Judge Cude completed 4 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

Commissioner Gillespie completed 10 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17--19, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

Commissioner Pawelek completed 10 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17--19, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

27.

EXECUTIVE SESSION

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

28.

OPEN SESSION

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

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

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

32. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, October 27, 2025.

33. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00 a.m., on Wednesday, October 8, 2025.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST
(GENERAL)**

Agenda Item 4.

Meeting Date: 10/14/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

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

Policy & Procedure presentation of Employee of the Quarter for Quarter 3 in 2025.

Committee:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 10/14/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Andrea Rathmell: Discuss and/or take appropriate action to approve the Proclamation recognizing
Safer Path Family October 2025 as Domestic Violence Awareness Month (DVAM) in Atascosa
Violence Shelter: County.
Judge Cude:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 10/14/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Mary Ortiz: Discuss and/or take appropriate action to approve the MOU with Camino Real
Camino Real: Community Services and Atascosa County for Community Based Mental Health
Judge Cude: Services.

ATTACHMENTS

information

THE STATE OF TEXAS §

§

COUNTY OF ATASCOSA §

**MEMORANDUM OF UNDERSTANDING
FOR COMMUNITY-BASED MENTAL HEALTH SERVICES**

This Memorandum of Understanding (the “MOU”) is made and entered into by and between the **County of Atascosa** (the “County”), a local government and political subdivision of the State of Texas, acting by and through the Atascosa County Commissioners Court, and **Camino Real Community Services** (hereinafter “Camino Real”), acting by and through its Board of Trustees. The County and Camino Real are sometimes collectively referred to in this MOU as the “**Parties**” or individually as a “**Party.**”

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes counties to enter into interlocal cooperation agreements to increase the efficiency and effectiveness of providing and performing authorized governmental functions and services, such as those for the public health and welfare; and

WHEREAS, Camino Real is the Texas Health and Human Services Local Community Mental Health Authority serving Atascosa County; and

WHEREAS, Camino Real has certain responsibilities to provide community-based mental health services pursuant to law, including, but not limited to, Chapter 301 of the Texas Administrative Code and Chapter 534 of the Texas Health & Safety Code; and

WHEREAS, the Atascosa County Veterans Office (the “ACVO”) is the County Department responsible for assisting Armed Forces Veterans and their dependents (collectively “Veterans”) who reside in Atascosa County with the benefits available to them under federal and state law; and

WHEREAS, the Atascosa County Veterans Service Officer (the “VSO”) reports to the Atascosa County Commissioners Court, with the County Judge as its administrative head, and performs duties under the technical guidelines established by the Texas Veterans Commission, the Veterans Benefits Administration, and federal law under Title 38 C.F.R., by providing services to Veterans, connecting them to resources, and facilitating opportunities that benefit them and the community; and

WHEREAS, the County finds that entering into a memorandum of understanding with Camino Real for the provision of community-based mental health services and the coordination of

care of services between the Parties for the Veterans of Atascosa County allows for the coordination of care, the streamlining of referrals, the maximization of access to community resources, the prevention of duplication of services, and the full and effective utilization of resources available to the County and serves a public purpose.

NOW, THEREFORE, the County and Camino Real, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1. Purpose. The purpose of this MOU is to create a care coordination agreement between the County and Camino Real for the provision of community-based mental health services to the Veterans served by the ACVO.
2. It shall be the duty of each Party to formulate plans, programs, and policies that incorporate the use of available resources, including personnel, materials, supplies, equipment, buildings, and other forms of aid necessary to provide the services of this MOU. Such plans, programs, and policies, if formally adopted by the governing bodies of the Party, are made part of this MOU and incorporated herein by reference.
3. The responsibilities of each Party under this MOU are as follows:

ATASCOSA COUNTY:

- Refer Veterans who may need mental health services, intellectual and developmental disability services, or early childhood intervention services to Camino Real.
- Coordinate with and assist Camino Real in the enrollment of Veterans in Camino Real's services and, to the extent reasonable and lawful, share client data, as necessary and with the appropriate consent, to avoid a duplication of services.
- Monitor and remain engaged in the Veteran's participation in Camino Real's services from enrollment through completion.
- Assist with any reporting requirements required by law.

CAMINO REAL:

- Receive referrals from the ACVO or ASO and coordinate care services for the Veterans referred.
- Provide patient-centered and trauma-informed mental health services, intellectual and developmental disability services, and/or early childhood intervention services for Veterans, as needed, in accordance with industry standards and the law.
- Refer Veterans to outside providers and resources as appropriate, and notify the ACVO accordingly.
- Provide referrals for ACVO prevention services for the Veterans served under this MOU.
- Coordinate with and assist with ACVO to expedite emergency referrals for Veterans in crisis.

4. Term. This MOU shall begin on October 1, 2025, and continue in full force and effect and remain binding on each Party through September 30, 2027, unless and until terminated in writing or by operation of law. The Parties mutually agree that the Party requesting termination shall notify the other Party at least thirty (30) days prior to any action taken to terminate this Agreement.
5. Amendments. This Agreement may not be changed or amended, in whole or in part, except in writing signed by all Parties.
6. Funding. The Parties certify that each has sufficient funds and resources available from current revenues to perform the mutual obligations required by this MOU. In the event that a Party fails to have sufficient funds or resources available from current revenues to perform as required, the Parties may terminate this Agreement without penalty to either Party. No Party shall have any duty to expend additional funds or obtain additional resources for the provision of any services under this MOU, nor shall either Party be entitled to reimbursement, unless otherwise allowed by law. No provision in this Agreement shall be construed as prohibiting either Party from seeking financial aid from any lawful source, including grants, reimbursement, and in-kind reimbursement from any state or federal agency or program, to obtain or supplement the Party's available resources, personnel, materials, supplies, or equipment, incident to the provision of any services under this MOU.
7. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is deposited with a United States post office, with proper postage affixed thereto via certified mail, return receipt requested, addressed as shown below. Either Party may designate a different address by giving the other Party ten (10) days' written notice.

ATASCOSA COUNTY:

**Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Dr., Ste. 101
Jourdanton, Texas 78026
Phone: (830) 769-3093
Fax: (830) 769-2349**

CAMINO REAL COMMUNITY SERVICES:

**19965 F.M. 3175 North
P.O. Box 725
Lytle, Texas 78052
Phone: (210) 357-0300
Fax: (830) 772-4305**

8. Authorized Individual. The Atascosa County VSO, and in her absence, the employees of the ACVO, are authorized to make any and all communications regarding the community-based mental health services the subject of this MOU. At the time of the signing of this MOU, the VSO may be contacted at:

Elizabeth Branson
Atascosa County Veterans Service Officer
ebranson@co.atascosa.tx.us
Phone: (830) 769-3251, x 4501
Fax: (830) 769-2319

9. Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of services provided and the performance of obligations undertaken under this MOU. The Parties agree that any alterations, additions, or deletions to the terms of this MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
10. Severability. In case any one or more provisions contained in this MOU are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Governing Law and Venue. This MOU, and any dispute or claim arising from it, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in the District Court of Atascosa County, along with appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
12. No Waiver of Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense available under the law on behalf of itself, its officers, employees, agents, or volunteers as a result of its execution of this MOU and the performance of the covenants contained herein.
13. Non-Exclusive Agreement. This MOU is not intended to be an exclusive agreement, and Camino Real may enter into other similar agreements, provided, however, that any other agreement is reconciled with the terms of this MOU.
14. Binding Agreement. When this MOU is signed and delivered by the Parties, which may be executed in counterparts, this MOU shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Atascosa County, Texas, by an authorized representative of the County, and on behalf of Camino Real Community Services, by a duly authorized representative of the Board of Trustees.

ATTEST:

Weldon P. Cude
Atascosa County Judge

Date

Theresa Carrasco
Atascosa County Clerk

Date

Camino Real Community Services
Authorized Official

Date



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

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

Existing Employee:	Genoveva Seidel
Position:	Administrative Asst.
Pay Rate:	Salary adjustment within budget: from \$36,100.00 to \$39,000.00
Salary Budget Area:	047-400-436
Start Date:	October 14, 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:	Rene Williams
Position:	Administrative Asst.
Pay Rate:	Salary adjustment within budget: from \$40,000.00 to \$42,000.00
Salary Budget Area:	047-400-404
Start Date:	October 14, 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

Judge Vaughn
JP.2:

Discuss and/or take appropriate action concerning personnel:

New Employee:	Araceli Uriostegui
Position:	Justice Court Clerk
Pay Rate:	\$19.23 hourly
Salary Budget Area:	012-428-403
Start Date:	October 14, 2025
Physical:	pending
Drug Test:	pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Melissa Casias
Position:	Justice Court Clerk
Pay Rate:	\$18.94 hourly
Salary Budget Area:	012-428-402
Start Date:	October 27, 2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Courtney Grier: Discuss and/or take appropriate action concerning personnel:
EMS

New Employee:	Destiny Sotelo
Position:	PRN EMT
Pay Rate:	\$15.00 Hourly
Salary Budget Area:	041-400-518
Start Date:	10/15/2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Darius Gill
Position:	PRN EMT
Pay Rate:	\$15.00 Hourly
Salary Budget Area:	041-400-518
Start Date:	10/15/2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Michael Gutierrez
Position:	PRN Paramedic
Pay Rate:	\$22.00 Hourly
Salary Budget Area:	041-400-518
Start Date:	10/15/2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Roy Saucedo
Position:	Advanced EMT
Pay Rate:	\$20.50 hourly
Salary Budget Area:	041-400-430
Start Date:	10/14/2025
Physical:	NA
Drug Test:	NA

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

Meeting Date: 10/14/2025
Item Title: Burn Ban Effective October 14, 2025
Submitted For: Ronald Sanchez, Fire Marshal

Discuss and/or take appropriate action concerning:

Ronald Sanchez: Discuss and/or take appropriate action to adopt an order restricting outdoor burning (Burn Ban), effective on October 14, 2025, for a period of 60 days (until December 10, 2025) and allow the Fire Marshal to end the Burn Ban without returning to the Commissioner's Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of the County no longer create a public safety hazard that would be exacerbated by outdoor burning.

ATTACHMENTS

Burn Ban 2025



Atascosa County Fire Marshal & Emergency Management Office

711 Broadway Jourdanton, Texas 78026

Tel: 830-769-2029 Fax: 830-767-2600

RONALD SANCHEZ

Fire Marshal

rsanchez@co.atascosa.tx.us



**ATASCOSA COUNTY ORDER RESTRICTING OUTDOOR BURNING
TO INCLUDE PRESCRIBED BURN CRITERIA**

COUNTY OF ATASCOSA

STATE OF TEXAS

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Texas Forest Service has determined that drought conditions, as defined by Section 352.081(a), Local Government Code, exist in all or a part of Atascosa County; and,

WHEREAS, the Atascosa County Commissioners Court does hereby find that circumstances present in the unincorporated areas of Atascosa County create a public safety hazard that would be exacerbated by certain outdoor burning; and,

WHEREAS, Section 352.081 of the Local Government Code provides for exemptions from county burn bans for certified prescribed burn managers meeting the requirements of Natural Resources Code, Ch. 153, and the County Commissioners Court believes that additional exceptions are warranted to reduce the likelihood of dangerous and uncontrolled wildfire.

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for portions of the unincorporated areas of Atascosa County, Texas not subject to public ownership or stewardship for the duration of the above-mentioned declaration:

(1) Actions Prohibited:

Except as described hereinafter, a person violates this order if he/she ignites or causes ignition of any combustible or vegetative material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning or ignition by others.

(2) Enforcement:

(a) Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.

(b) If requested by a fire official, a duly commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.

(c) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

(d) If the responding peace officer finds that the person responsible for the fire is in violation of Section (1) above, a citation shall be issued for: Violation of Burn Ban Order.

(3) Exceptions:

(a) This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding if such burning is not malicious or intentional.

(b) This order shall not apply to a prescribed burn conducted by burn personnel of a federal or state agency, or an institution of higher education for prescribed burns on agency owned or managed properties, or for purposes of training local fire department personnel or prescribed burn managers.

(c) This order shall not apply to a prescribed burn conducted for the purpose of research or demonstration by burn personnel of a federal or state agency, or institution of higher education.

(d) This order shall not apply to burning of vegetative material when such burning is performed by an individual with appropriate training and experience in conducting burns and in accordance with a prescribed burn permit application which:

i. addresses the useful nature of such activity

ii. includes appropriate safety and protective measures; and

iii. is submitted to and approved by the Atascosa County Fire Marshal with notice provided to the Fire Chief of the Volunteer Fire Department or Emergency Services District where the burn site is located. The Atascosa County Fire Marshal shall promulgate policies and procedures for the submission and approval of such requests.

(e) This order shall not apply to burns authorized by the Fire Marshal's Office where a permit has been filed for fires other than agricultural purpose.

(f) This order shall not prohibit other lawful burning as may be permissible by rules established by the Texas Commission on Environmental Quality.

(g) This order shall not prohibit prescribed burning by a commercial or private prescribed burn manager certified by the Texas Department of Agriculture, or by other individual or entities exempted by Section 352.081 of the Local Government Code.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period, by curtailing the practice of outdoor burning without specific approval of the commissioners' court or without appropriate licensing from the state.

This order prohibiting outdoor burning shall remain in effect for a period of 90 days, and shall expire at the end of said period, upon the date set by the Atascosa County Commissioners Court, by order, and allow the Fire Marshal to end the Burn Ban without returning to Commissioners Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of Atascosa County no longer create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS _____ DAY OF _____, 20____, by a vote of _____ ayes and _____ nays.

ATASCOSA COUNTY COMMISSIONERS COURT

Weldon P. Cude
County Judge

Mark Gillespie
Commissioner, Pct. 1

Mark Bowen
Commissioner, Pct. 2

George Pawelek
Commissioner, Pct. 3

Kennard Riley
Commissioner, Pct. 4

Attest:

Theresa Carrasco, County Clerk



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Timothy Gutierrez:

Detention Discuss and/or take appropriate action concerning personnel:

Superintendent:

New Employee:	Angelina Ann Estrada
Position:	Part-time Control Technician
Pay Rate:	\$12.00 Hourly
Salary Budget Area:	039-400-406
Start Date:	10-20-2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee	Francisco Javier Rodriguez
Position:	Juvenile Supervision Officer II
Pay Rate:	\$22.03 Hourly
Salary Budget Area:	039-400-562
Start Date:	10-7-2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee	Raul Garcia
Position:	Juvenile Supervision Officer II
Pay Rate:	\$22.03 Hourly
Salary Budget Area:	039-400-562
Start Date:	10-20-2025
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee	Carlos Gomez
Position:	Sergeant
Pay Rate:	\$25.62 Hourly
Salary Budget Area:	039-400-403
Start Date:	10-14-2025
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	Selina Huerta
Position:	Sergeant
Pay Rate:	\$25.62 Hourly
Salary Budget Area:	039-400-403
Start Date:	10-14-2025
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	Dominique Cruz
Position:	Corporal
Pay Rate:	\$24.40 Hourly
Salary Budget Area:	039-400-403
Start Date:	10-14-2025
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	Isaac Garza
Position:	Corporal
Pay Rate:	\$24.40 Hourly
Salary Budget Area:	039-400-403
Start Date:	10-14-2025
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 10/14/2025
Item Title: Exception - Campbell/Callahan FM 1784
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 the Campbell/Callahan Family on FM 1784 in
Precinct 1.

ATTACHMENTS

Campbell/Callahan Registration
Campbell/Callahan Certificate



Procedures for Registration of Division of Land in Atascosa County

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

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



Registration for Division of Land in Atascosa County

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

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

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



Date: 9-26-2025

Signature:

Gwendolyn C. Callahan

Printed Name:

Gwendolyn C. Callahan

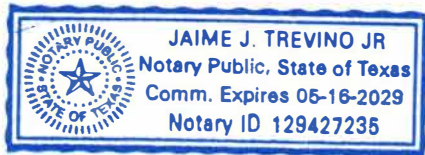
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this September 26 2025.



[Handwritten Signature]

Notary Public, in and for
State of Texas

FILED FOR RECORD

02 SEP 30 PM 3:47 3

STATE OF TEXAS S

COUNTY OF ATASCOSA S

LAQUITA HAYDEN
ATASCOSA COUNTY CLERK

[Signature] DEPUTY

GIFT DEED

In consideration of love and affection borne by me for GWENDOLYN G. CAMPBELL A/K/A GWENDOLYN GAYLE CAMPBELL, the undersigned, MARY HELEN STEWART CARAWAY, of the County of Atascosa, State of Texas, hereby gives, assigns, and transfers to GWENDOLYN G. CAMPBELL A/K/A GWENDOLYN GAYLE CAMPBELL of 5168 Hwy. 1784, Pleasanton, Atascosa County, Texas 78064, all her right, title, and interest in and to the following described property owned by the undersigned, to-wit:

pd 13e

27.06 acres of land out of a 108.24 acre tract out of the Mary Jordan Survey 1085, Abstract 505 (17.02 acres), and the W. W. Whitby Survey 1381, Abstract 901 (17.06 acres), and being that same 109.3 acre tract described in Volume 461, Page 220, Deed Records of Travis County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated by reference the same as if fully set out herein verbatim.

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, her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26th day of September, 2002.

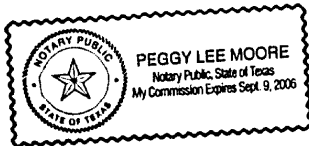
Mary Helen Stewart Caraway

MARY HELEN STEWART CARAWAY

STATE OF TEXAS S

COUNTY OF ATASCOSA S

This instrument was acknowledged before me on this 26th day of September, 2002 by MARY HELEN STEWART CARAWAY.



Peggy Lee Moore

Notary Public in and for
the State of Texas

ACCEPTANCE

I hereby accept the above described Gift dated this 26th day of September, 2002.

Gwendolyn G. Campbell
GWENDOLYN G. CAMPBELL
A/K/A GWENDOLYN GAYLE CAMPBELL

After recording, please return to:

GWENDOLYN G. CAMPBELL
A/K/A GWENDOLYN GAYLE CAMPBELL
5168 Hwy. 1784
Pleasanton, Texas 78064

**FIELDNOTES FOR A
- 27.06 ACRE TRACT**

27.06 ACRES OF LAND OUT OF A 108.24 ACRE TRACT OUT OF THE MARY JORDAN SURVEY 1085, ABSTRACT 505 (10.00 ACRES), AND THE WW.WHITBY SURVEY 1381, ABSTRACT 901(17.06 ACRES), AND BEING THAT SAME 109.3 ACRE TRACT DESCRIBED IN VOLUME 461 PAGE 220, DEED RECORDS OF ATASCOSA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 12" WOOD FENCE POST ON THE EAST RIGHT OF WAY LINE OF F.M. 1784 AND BEING THE MOST SOUTHERLY CORNER OF THE ABOVE MENTIONED 108.24 ACRE TRACT;

THENCE NORTH 40° 55' 27" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF F.M. 1784 AND ALONG AN EXISTING FENCE LINE, 570.83' TO A 4" WOOD FENCE POST FOR THE POINT OF BEGINNING AND THE MOST SOUTHERLY CORNER THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF F.M. 1874, NORTH 40° 55' 27" WEST, AND ALONG SAID EXISTING FENCE LINE, A DISTANCE OF 748.31', TO A ½" IRON PIPE SET FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

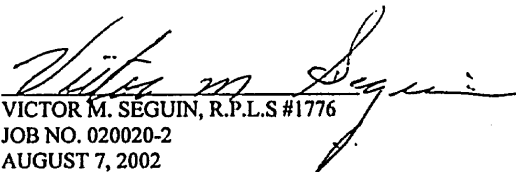
THENCE NORTH 71° 21' 56" EAST, A DISTANCE OF 2,180.68' TO A ½" IRON PIPE SET ON THE NORTHEASTERLY LINE OF THE ABOVE MENTIONED 108.24 ACRE TRACT FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 18° 12' 00" EAST, ALONG A THE EASTERLY LINE OF SAID 108.24 ACRE TRACT A DISTANCE OF 457.00' TO A ½" IRON PIN SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID EASTERLY LINE OF 108.24 ACRE TRACT, SOUTH 71° 39' 36" EAST, ALONG A LINE PARALLEL TO THE MOST NORTHERLY LINE OF THE ABOVE MENTIONED 108.24 ACRE TRACT, DISTANCE OF 954.55' TO A ½" IRON PIPE SET FOR AN INTERIOR CORNER OF THE THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 18° 13' 36" EAST, A DISTANCE OF 232.95' TO A ½" IRON PIPE SET FOR THE MOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 70° 54' 55" WEST, AT 288.92' A FENCE POST AND CONTINUING ALONG A EXISTING FENCE LINE, A TOTAL DISTANCE OF 937.22' TO THE POINT OF BEGINNING AND CONTAINING 27.06 ACRES OF LAND MORE OR LESS.


VICTOR M. SEGUIN, R.P.L.S #1776
JOB NO. 020020-2
AUGUST 7, 2002

STATE OF TEXAS COUNTY OF ATASCOSA

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



RECORDING DATE
OCT - 2 2002
LAQUITA HAYDEN

COUNTY CLERK Atascosa County, Texas

By B. Seguin Deputy

EXHIBIT - A

ATASCOSA COUNTY, TEXAS



LEGEND:

- E — OVERHEAD ELECTRIC LINE
- xx — FENCE LINE
- - — ORIGINAL SURVEY LINE
- POB POINT OF BEGINNING
- EM ELECTRIC METER
- O.P.R. OFFICIAL PUBLIC RECORDS ATASCOSA COUNTY, TEXAS

SCALE 1" = 200'

BEARINGS SHOWN HEREON ARE FROM GPS OBSERVATIONS TEXAS COORDINATE SYSTEM NAD (83) TEXAS SOUTH CENTRAL ZONE 4204.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PREPARED FOR: CAMPBELL FAMILY

ADDRESS: 5198 FM 1784

SURVEYED ON THE GROUND: MAY 13, JULY 18, & SEPTEMBER 4, 2025

I HEREBY CERTIFY THAT THE FOREGOING PLAT AND ACCOMPANYING FIELD NOTE DESCRIPTIONS WERE PREPARED FROM AN ACTUAL SURVEY PERFORMED ON THE GROUND, UNDER MY SUPERVISION, AND THAT THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. HOWARD SURVEYING ACCEPTS RESPONSIBILITY FOR THIS PLAT ONLY TO THE ORIGINAL CLIENTS FOR WHICH IT WAS PREPARED.

THIS THE 16TH DAY OF SEPTEMBER 2025.

Keith Howard
 KEITH HOWARD, R.P.L.S. NO. 5949
 HOWARD SURVEYING
 TBPELS FIRM NO. 10125700
 402 STATE HWY 173 SOUTH
 HONDO, TEXAS 78861
 830-426-4776



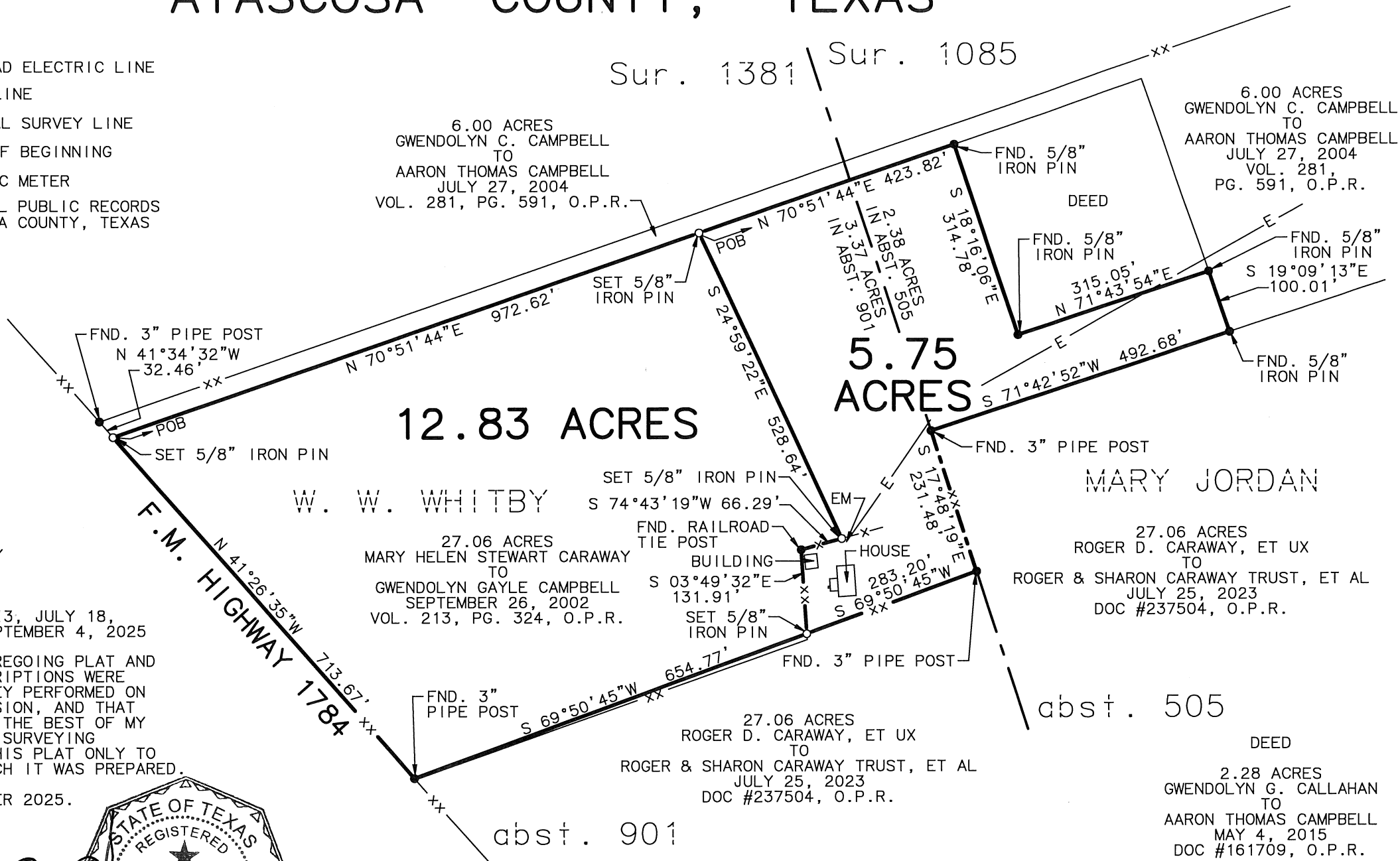
6.00 ACRES
 GWENDOLYN C. CAMPBELL
 TO
 AARON THOMAS CAMPBELL
 JULY 27, 2004
 VOL. 281, PG. 591, O.P.R.

6.00 ACRES
 GWENDOLYN C. CAMPBELL
 TO
 AARON THOMAS CAMPBELL
 JULY 27, 2004
 VOL. 281,
 PG. 591, O.P.R.

27.06 ACRES
 MARY HELEN STEWART CARAWAY
 TO
 GWENDOLYN GAYLE CAMPBELL
 SEPTEMBER 26, 2002
 VOL. 213, PG. 324, O.P.R.

27.06 ACRES
 ROGER D. CARAWAY, ET UX
 TO
 ROGER & SHARON CARAWAY TRUST, ET AL
 JULY 25, 2023
 DOC #237504, O.P.R.

Sur. 1381 | Sur. 1085



A PLAT OF A 12.83 ACRE TRACT OF LAND AND A 5.75 ACRE TRACT OF LAND SITUATED ABOUT 13.6 MILES N 34° E OF JOURDANTON IN ATASCOSA COUNTY, TEXAS.

CERTIFICATE OF PLAT EXCEPTION

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately two tracts out of 27.06 acres, more or less, described in a Warranty Deed, Book Number 213, Page Number 324, Official Public Records, Atascosa County, Texas, and being currently owned by Gwendolyn G. Campbell is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 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 13.

Meeting Date: 10/14/2025
Item Title: Exception - Portillo Turtle Ln
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Certificate of Exception for the Portillo Family on Turtle Ln. in Precinct 1.
Development:

ATTACHMENTS

Portillo Certificate
Portillo - Registration

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 two tracts of land shown on the survey attached hereto as Exhibit A as being approximately 2.63 acres each out of 5.32 acres, more or less, described in a Warranty Deed, Instrument Number 105695, Official Public Records, Atascosa County, Texas, and being currently owned by Felix & Rita Portillo is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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



Registration for Division of Land in Atascosa County

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

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

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



Date: 9.6.25

Signature:

Felix Portillo Sanchez

Printed Name:

Felix Ariel Portillo Sanchez

ACKNOWLEDGMENT

STATE OF TEXAS

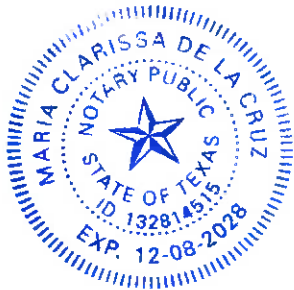
COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this September 9, 2025.

Maria Clarissa De la Cruz

Notary Public, in and for
State of Texas



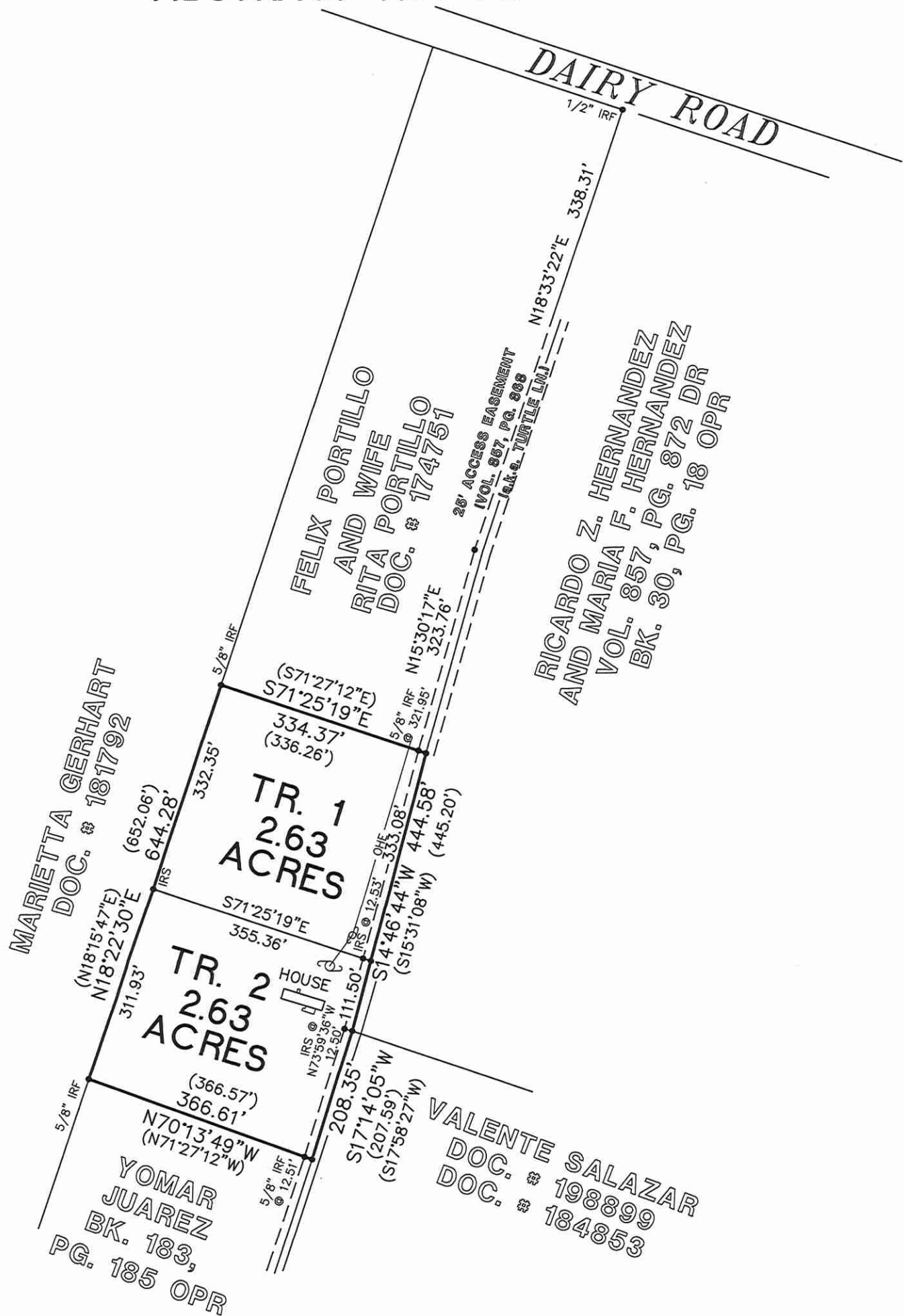
JAMES R. BALDWIN SURVEY NO. 1051
 ABSTRACT NO. 73



SCALE 1" = 200'

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
- ○ - CHAIN LINK FENCE
- || - WOOD PRIVACY FENCE



SURVEY PLAT AND PARTITION OF 5.26 ACRES OF LAND OUT OF THE JAMES R. BALDWIN SURVEY NO. 1051, ABSTRACT NO. 73, ATASCOSA COUNTY, TEXAS AND BEING THE LAND DESCRIBED IN A CONVEYANCE TO FELIX A PORTILLO AND RITA M. PORTILLO IN THE DEED OF RECORD IN DOCUMENT 105695 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

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 FELIX PORTILLO. 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.



**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 17TH DAY OF SEPTEMBER, 2025 A.D.

LARRY J. POLLOK

R.P.L.S. NO. 5186

REFERENCE: DOC. NO. 105695 - DEED

© 2025 ALL RIGHTS RESERVED

JOB NO. 25-409

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 2.63 ACRES OF LAND
TRACT 1

BEING 2.63 ACRES OF LAND OUT OF THE JAMES R. BALDWIN SURVEY NO. 1051, ABSTRACT NO. 73, ATASCOSA COUNTY, TEXAS AND BEING KNOWN AS TRACT 1 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO FELIX A PORTILLO AND RITA M. PORTILLO IN THE DEED OF RECORD IN DOCUMENT 105695 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 5/8" pin on the easterly line of the Marietta Gerhart land as described in Document 181792 of the Official Public Records of Atascosa County, Texas for the southwesterly corner of the Felix Portillo, et ux land as described in Document 174751 of the Official Public Records of Atascosa County, Texas and the northwesterly corner of the Felix A. Portillo and Rita M. Portillo land and of this tract;

THENCE South 71° 25' 19" East, with the common line of said Felix Portillo, et ux land as described in Document 174751 and passing a found 5/8" pin on the westerly line of a 25 feet Access Easement known as Turtle Lane as described in Volume 857, Page 868 of the Official Public Records of Atascosa County, Texas at 321.95 feet, in all a distance of 334.37 feet to a point in the center of said Turtle Lane and on the westerly line of the Ricardo Z. Hernandez, et al land as described in Volume 857, Page 872 and in Book 30, Page 18 of the Deed and Official Public Records of Atascosa County, Texas for the southeasterly corner of said Felix Portillo, et ux land as described in Document 174751 and the northeasterly corner of the Felix Portillo, et ux land as described in Document 174751 and of this tract;

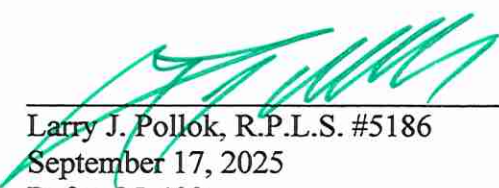
THENCE South 14° 46' 44" West, with the center of said Turtle Lane and with the common line of said Hernandez land, a distance of 333.08 feet to the northeasterly corner of a 2.63 acre tract known as Tract 2 in this survey and partition and the southeasterly corner of this tract;

THENCE North 71° 25' 19" West, into and across the Felix Portillo, et ux land as described in Document 174751 and with the common line of said Tract 2 and passing a set 1/2" rebar with a "Pollok & Sons" cap on the westerly line of said Turtle Lane at 12.53 feet, in all a distance of 355.36 feet to a set 1/2" rebar with a "Pollok & Sons" cap on the aforementioned easterly line of the Gerhart land for the northwesterly corner of said Tract 2 and the southwesterly corner of this tract;

THENCE North 18° 22' 30" East, with the common line of said Gerhart land, a distance of 332.35 feet to the **POINT OF BEGINNING** and containing 2.63 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
September 17, 2025
Refer. 25-409



STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 2.63 ACRES OF LAND
TRACT 2

BEING 2.63 ACRES OF LAND OUT OF THE JAMES R. BALDWIN SURVEY NO. 1051, ABSTRACT NO. 73, ATASCOSA COUNTY, TEXAS AND BEING KNOWN AS TRACT 2 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO FELIX A PORTILLO AND RITA M. PORTILLO IN THE DEED OF RECORD IN DOCUMENT 105695 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a set ½” rebar with a “Pollok & Sons” cap on the easterly line of the Marietta Gerhart land as described in Document 181792 of the Official Public Records of Atascosa County, Texas for the southwesterly corner of a 2.63 acre tract known as Tract 1 in this survey and partition and the northwesterly corner of this tract from which a found 5/8” pin for the southwesterly corner of the Felix Portillo, et ux land as described in Document 174751 of the Official Public Records of Atascosa County, Texas and the northwesterly corner of the Felix A. Portillo and Rita M. Portillo land bears North 18° 22’ 30” East, a distance of 332.35 feet;

THENCE South 71° 25’ 19” East, into and across the Felix A. Portillo and Rita M. Portillo land and with the common line of said Tract 1 and passing a set ½” rebar with a “Pollok & Sons” cap on the westerly line of a 25 feet Access Easement known as Turtle Lane as described in Volume 857, Page 868 of the Official Public Records of Atascosa County, Texas at 342.83 feet, in all a distance of 355.36 feet to a point in the center of said Turtle Lane and on the westerly line of the Ricardo Z. Hernandez, et al land as described in Volume 857, Page 872 and in Book 30, Page 18 of the Deed and Official Public Records of Atascosa County, Texas for the southeasterly corner of said Tract 1 and the northeasterly corner of this tract;

THENCE South 14° 46’ 44” West, with the center of said Turtle Lane and with the common line of said Hernandez land, a distance of 111.50 feet to the southwesterly corner of said Hernandez land the northwesterly corner of the Valente Salazar land as described in Documents 198899 and 184853 of the Official Public Records of Atascosa County, Texas and a corner of the Felix Portillo, et ux land as described in Document 174751 and of this tract from which a set ½” rebar with a “Pollok & Sons” cap for reference bears North 17° 59’ 36” West, a distance of 12.50 feet;

THENCE South 17° 14’ 05” West, continuing with the center of said Turtle Lane and with the common line of said Salazar land, a distance of 208.35 feet to the northeasterly corner of the Yomar Juarez land as described in Book 183, Page 185 of the Official Public Records of Atascosa County, Texas and the southeasterly corner of the Felix A. Portillo and Rita M. Portillo land and of this tract;

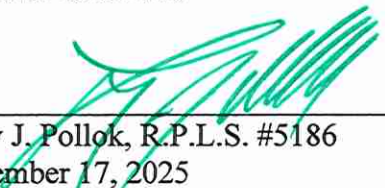
THENCE North 70° 13’ 49” West, into and across the Felix Portillo, et ux land as described in Document 174751 and with the common line of said Juarez land and passing a found 5/8” pin on the westerly line of said Turtle Lane at 12.51 feet, in all a distance of 366.61 feet to a found 5/8” pin on the aforementioned easterly line of the Gerhart land for the northwesterly corner of said Juarez land and the southwesterly corner of the Felix A. Portillo and Rita M. Portillo land and of this tract;

THENCE North 18° 22’ 30” East, with the common line of said Gerhart land, a distance of 311.93 feet to the **POINT OF BEGINNING** and containing 2.63 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
September 17, 2025
Refer. 25-409





D

105695

3 PGS

General Warranty Deed**Date:** May 19, 2009**Grantor:** PATRICIA CORTEZ**Grantor's Mailing Address:**

PATRICIA CORTEZ
P.O. BOX 502
LEMING, TEXAS 78050
ATASCOSA COUNTY

Grantee: FELIX A. PORTILLO and RITA M. PORTILLO, husband and wife**Grantee's Mailing Address:**

FELIX A. PORTILLO and RITA M. PORTILLO
269 N. SAN FELIPE
SAN ANTONIO, TX 78237
BEXAR COUNTY

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all of Tract 6 of the ANTONIO C. RIVERA RANCH, an unplatted subdivision and being a parcel land containing 5.3162 acres and being out of an EIGHT-FIVE (85) acre tract out of the JAMES R. BALDWIN SURVEY NO. 1051, ABSTRACT NO. 73, as recorded in Volume 403, Page 476, Deed Records of Atascosa County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the West line of the 85 acre tract said point being the Northwest corner of this tract and from which the Northwest corner of the said 85 acre tract bears N 19° 00' 00" E, 1040.70 feet;

THENCE S 70° 42' 59" E, 336.26 feet to an iron pin set for the Northeast corner of this tract, in the center of 25 feet access easement;

THENCE S 16° 15' 21" W, a distance of 445.20 feet to an iron pin set in the center of a 25 feet wide access easement for an angle point of this tract, (12.5 feet of said access easement is within this parcel along its west line);

THENCE S 18° 42' 40" W, along the center of said access easement a distance of 207.59 feet to an iron pin set for the Southeast corner of this tract;

THENCE N 70° 42' 59" W, a distance of 366.57 feet to an iron pin set for the Southwest corner of this tract in the West line of said 85 acre tract;

THENCE N 19° 00' 00" E, along the said West line of the 85 acre tract, a distance of 652.06 feet to the POINT OF BEGINNING and containing 5.3162 acres of land more or less.

Deed Reference: Warrant Deed from JOSE HILARIO CORTEZ, JR. TO PATRICIA CORTEZ dated December 31, 1998, duly recorded in Book 163, Page 582 of the Official Public Records of Atascosa County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Reservation by unknown parties of a 25 ft. access easement vaguely described in the prior description of the property conveyed.

2. Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2009, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

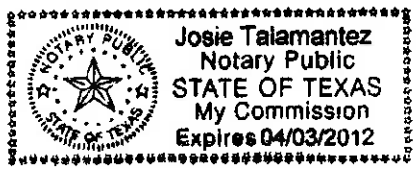
When the context requires, singular nouns and pronouns include the plural.


PATRICIA CORTEZ

STATE OF TEXAS)

COUNTY OF ATASCOSA)

This instrument was acknowledged before me on May 19
_____, 2009, by PATRICIA CORTEZ.



Josie Talamantez
Notary Public, State of Texas
My commission expires: April 3, 2012

AFTER RECORDING RETURN TO:

R. THOMAS FRANKLIN
1301 Courthouse Circle
Jourdanton, Texas 78026

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Diane Gonzales

May 20, 2009 02:11.56 PM

105695

FEE: \$24 00

Diane Gonzales County Clerk
Atascosa County TEXAS

**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

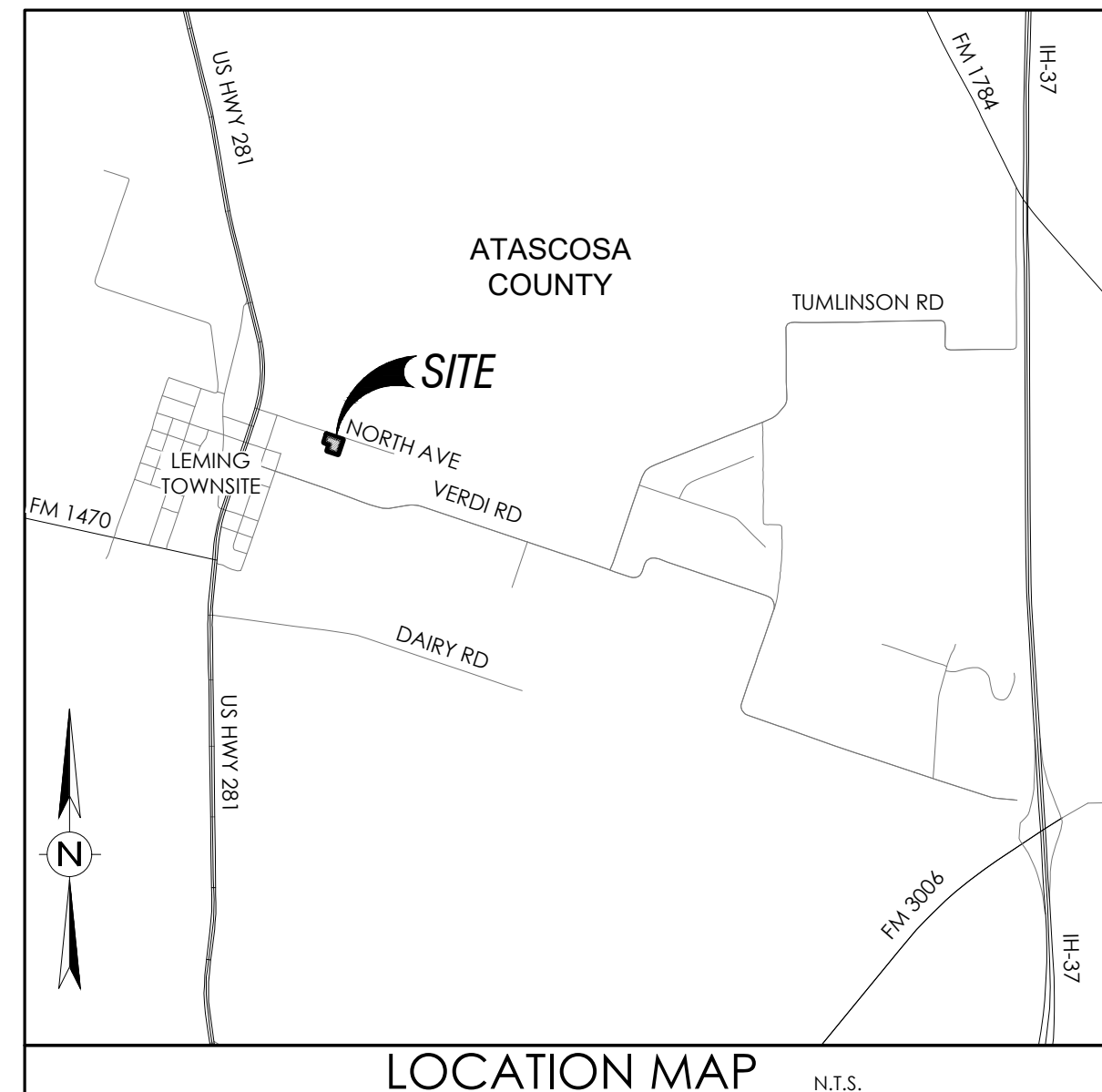
Meeting Date: 10/14/2025
Item Title: Subdivision - Replat of Leming Block 2
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final
Rural Development: Plat for the Replat of A Portion of Block Two of the Leming Townsite on E. North
St in Pct. 1.

ATTACHMENTS

information



LEGEND

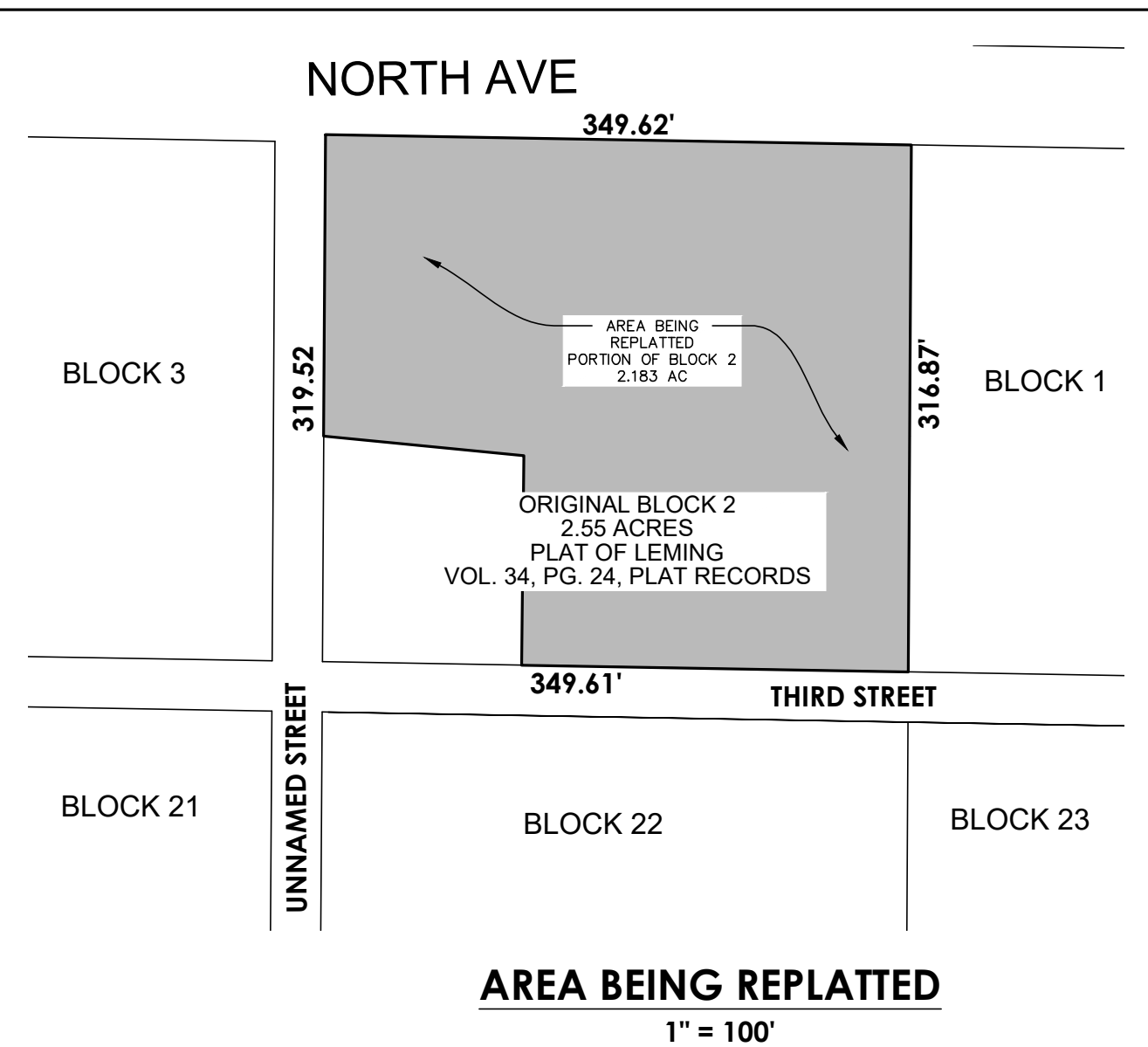
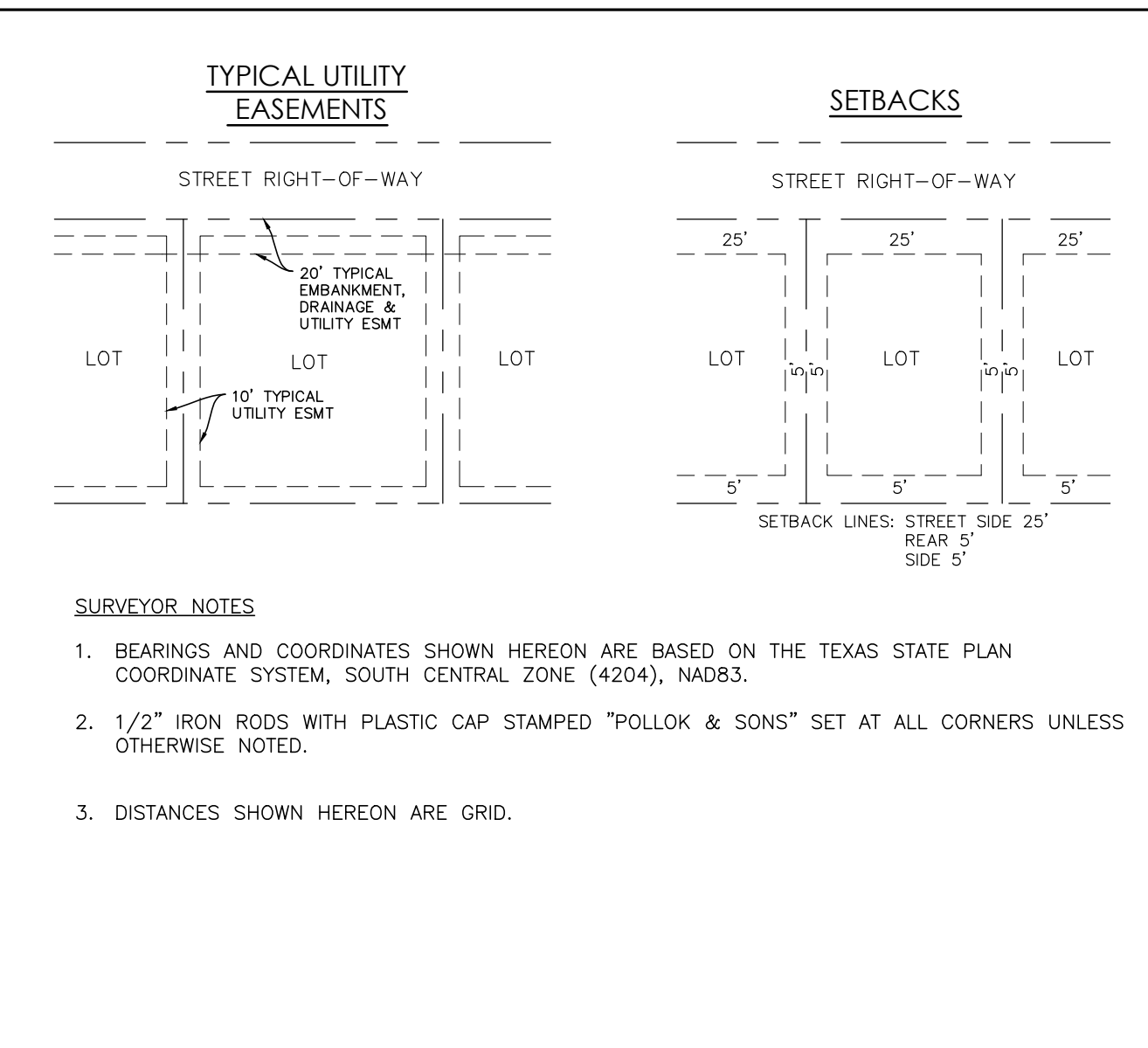
N.T.S. = NOT TO SCALE
 OPR = OFFICIAL PUBLIC RECORDS
 DR = DEED RECORDS
 VOL = VOLUME
 PG = PAGE
 ESMT = EASEMENT

● = FOUND IRON ROD, UNLESS OTHERWISE NOTED
 ○ = SET 1/2" IRON ROD "POLLOK & SONS"

— = PROPERTY BOUNDARY
 - - - = LOT LINE
 - · - · - = EASEMENT LINE
 - · - · - = ADJOINING PROPERTY LINE
 - · - · - = 2' LIDAR CONTOUR

UTILITY NOTES

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



REPLAT OF A PORTION OF BLOCK 2, LEMING TOWNSITE

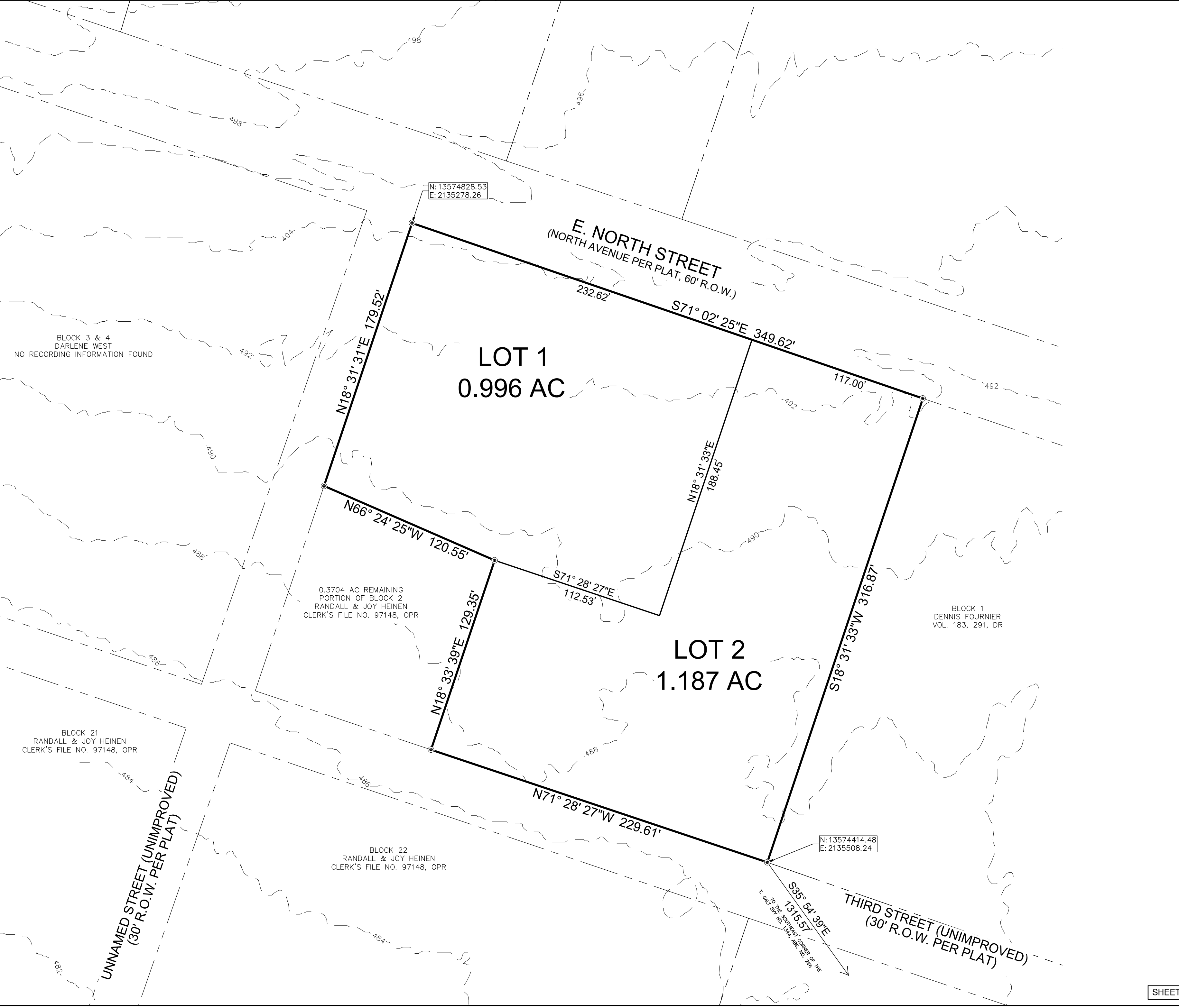
BEING A TOTAL OF 2.183 ACRES, MORE OR LESS, LYING IN THE THOMAS GALT SURVEY NO. 1344, ABSTRACT NO. 286, BEING A PORTION OF BLOCK 2, ORIGINAL LEMING TOWNSITE, RECORDED IN VOLUME 34, PAGE 24, PLAT RECORDS OF ATASCOSA COUNTY, TEXAS, AND BEING THE SAME 2.183 ACRE TRACT OF LAND DESCRIBED IN A QUIT CLAIM DEED RECORDED IN INSTRUMENT 238081, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

SCALE: 1" = 40'

DATE OF PREPARATION: SEPTEMBER 2025

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

- THE SUBDIVISION IS LOCATED IN THE PLEASANTON JSD.
- CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
- THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
- NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
- THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
- NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
- WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
- THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR, PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
- ELECTRIC SERVICE PROVIDED BY AEP.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
- THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON MAP NUMBER 48013602250 EFFECTIVE NOVEMBER 4, 2010.
- NO PORTION OF THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
- ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
- ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
- TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
- PUBLIC SEWER IS NOT AVAILABLE, THIS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.
- THE PROPERTY IS LOCATED WITHIN ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 (ESD 2).



RL BACA ENGINEERING

TBPELS FIRM NO. F-23428 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
 830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 25-132

STATE OF TEXAS
 COUNTY OF ATASCOSA

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

OWNER:
 FHB TX INVESTMENTS, LLC
 DAVID MARVIC, MANAGER
 1103 BEECH ST
 JOURDANTON, TX 78026
 830-570-2348

OWNER: DAVID MARVIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, A.D. 2025.

 NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY - MOLLY GROESBECK SOLIS

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS _____ DAY OF _____, 2025 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-2	18" *

*NOTE: 60" DRIVEWAY MAY BE USED IN LIEU OF CULVERT

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	2			X
2.5-10 AC	0			
> 10 AC	0			
TOTAL	2			

PROPERTY INFORMATION
 PROPERTY ID: 25363
 LEGAL ACRES: 2.183 AC
 LEGAL DESC: LEMING TOWNSITE BLK PT OF 2

STATE OF TEXAS
 COUNTY OF ATASCOSA

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

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

STATE OF TEXAS
 COUNTY OF WILSON

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

REGISTERED PROFESSIONAL LAND SURVEYOR
 LARRY POLLOK, R.P.L.S., #5186
 1008 B ST, FLORESVILLE, TX 78114
 830-393-4770



**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

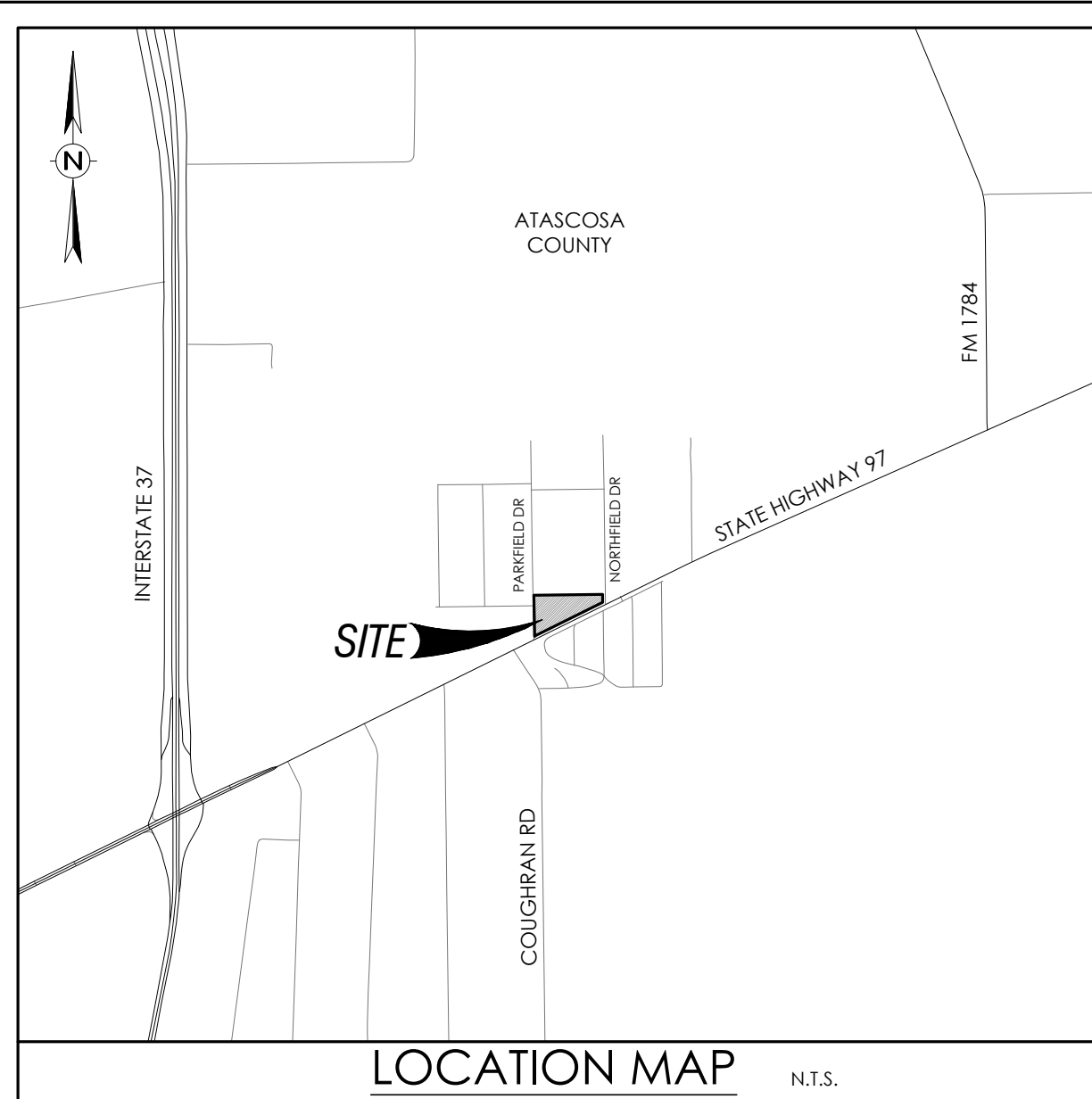
Meeting Date: 10/14/2025
Item Title: Subdivision - Amending Plat Northfield S/D
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: Amended Plat for the Northfield Subdivision Lot 14 in both Unit 1 and Unit 2 in
Pct. 1.

ATTACHMENTS

Northfield Amended Plat



LEGEND

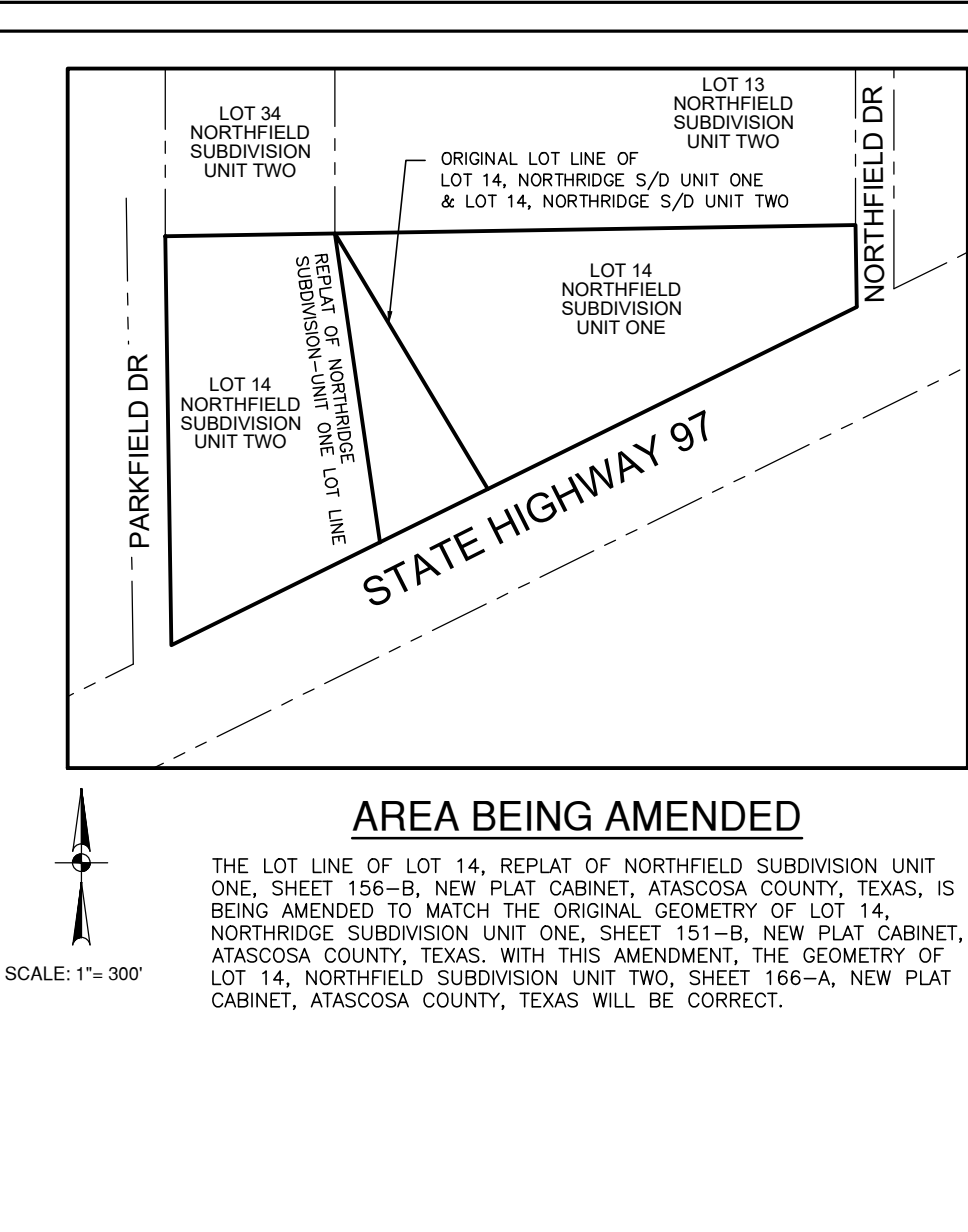
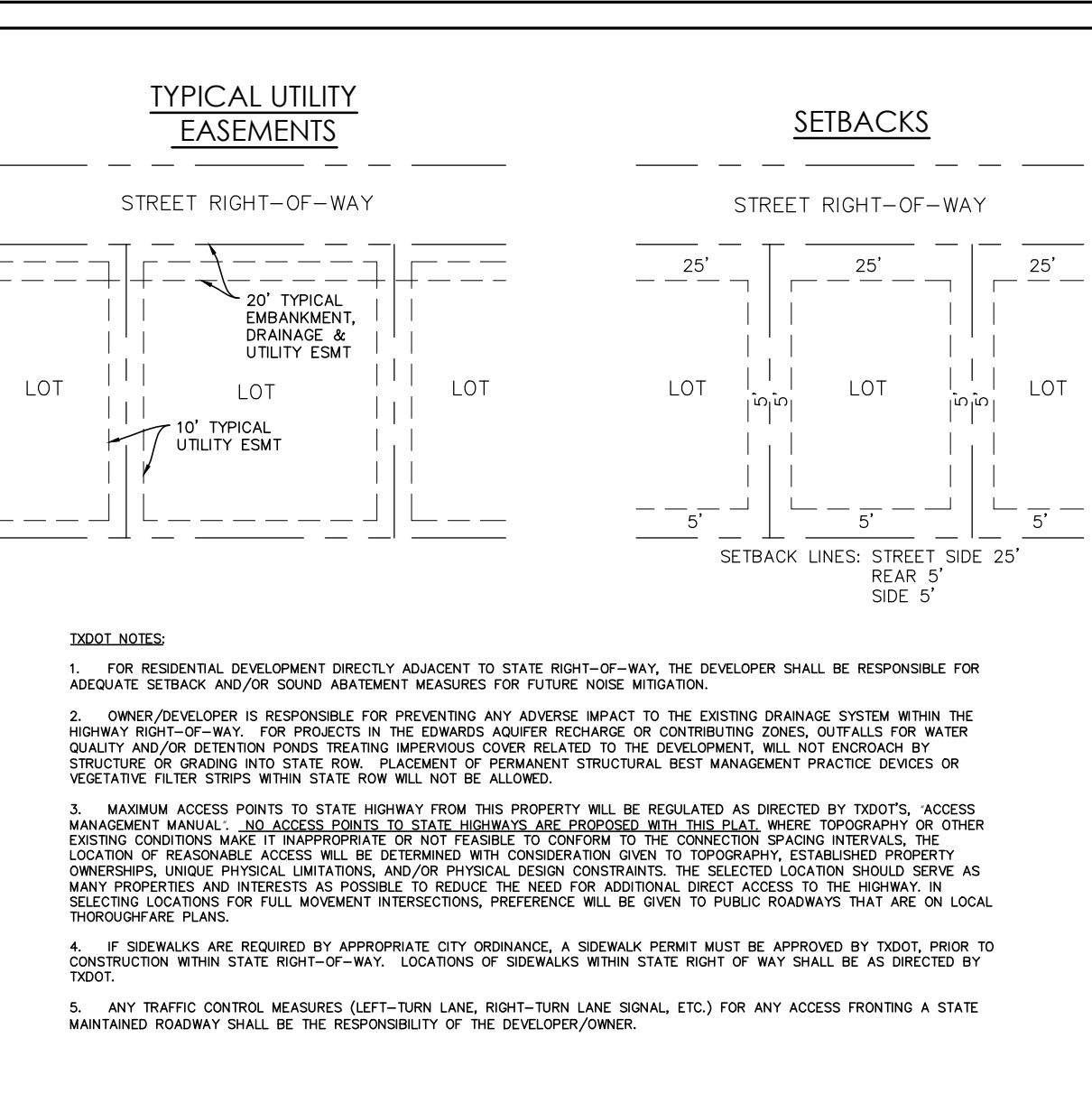
- N.T.S. = NOT TO SCALE
- OPR = OFFICIAL PUBLIC RECORDS
- DR = DEED RECORDS
- VOL = VOLUME
- PG. = PAGE
- ESMT = EASEMENT
- FFE = FINISHED FLOOR ELEVATION

- = FOUND IRON ROD, UNLESS OTHERWISE NOTED
- ⊙ = SET 1/2" IRON ROD "MMES RPLS 6490"

- = PROPERTY BOUNDARY
- - - = LOT LINE
- · - · - = EASEMENT LINE
- · - · - = ADJOINING PROPERTY LINE
- · - · - = 2' LIDAR CONTOUR

SURVEYOR NOTES

- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAVD83.
- 1/2" IRON RODS WITH PLASTIC CAP STAMPED "MMES RPLS 6490" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES SHOWN HEREON ARE GRID. GRID TO SURFACE = GRID * 1.00014



AMENDING PLAT
OF
LOT 14, NORTHFIELD SUBDIVISION UNIT ONE
AND
LOT 14, NORTHFIELD SUBDIVISION UNIT TWO

BEING A TOTAL OF 9.49 ACRES, MORE OR LESS, LYING IN THE MARIA PEREZ SURVEY NO. 364, ABSTRACT NO. 661, ATASCOSA COUNTY, TEXAS, BEING ALL OF LOT 14, NORTHFIELD SUBDIVISION UNIT ONE, RECORDED IN SHEET 151-B, NEW PLAT CABINET, ATASCOSA COUNTY, TEXAS, AND ALL OF LOT 14, NORTHFIELD SUBDIVISION UNIT TWO, RECORDED IN SHEET 166-A, NEW PLAT CABINET, ATASCOSA COUNTY, TEXAS, BEING THE SAME 9.49 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 193269, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

SCALE: 1" = 100'

DATE OF PREPARATION: SEPTEMBER 2025

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS LOCATED IN THE PLEASANTON, TEXAS.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ON TO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
 - THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR, PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TIDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TIDOT STANDARDS, AS APPLICABLE.
 - THE LIMITS OF THIS PLAT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON ERM MAP NUMBER 4801300225C EFFECTIVE NOVEMBER 4, 2010.
 - PORTIONS OF LOT 14, UNIT TWO OF THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
 - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
 - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
 - PUBLIC SEWER IS NOT AVAILABLE, THIS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.
 - THE PROPERTY IS LOCATED WITHIN ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2 (ESD 2).

- UTILITY NOTES**
- ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC.
 - WATER SERVICE PROVIDED BY MCCOY WSC.
 - ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
 - NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
 - EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.
- FINISHED FLOOR ELEVATION NOTE**
- FINISHED FLOOR ELEVATIONS SHALL BE 2.0 FT ABOVE THE BASE FLOOD ELEVATION PER THE ATASCOSA COUNTY FLOOD DAMAGE PREVENTION ORDER. THE PROPERTY CONTAINS PORTIONS OF ZONE A FLOODPLAIN WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS BY FEMA. BASE FLOOD ELEVATIONS WERE DETERMINED USING FEMA'S ESTIMATED BASE FLOOD ELEVATION VIEWER EFFECTIVE AT THIS DATE & ARE SUBJECT TO CHANGE PER FEMA UPDATES TO MAPPING & RAINFALL INTENSITIES.

STATE OF TEXAS
COUNTY OF ATASCOSA

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

OWNER:
MARTA LOPEZ
21 NORTHFIELD DR
PLEASANTON, TX 78064
713-542-9664

OWNER: MARTA LOPEZ

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2025.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF ATASCOSA

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

OWNER:
ROBERT LOPEZ
21 NORTHFIELD DR
PLEASANTON, TX 78064
713-542-9664

OWNER: ROBERT LOPEZ

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2025.

NOTARY PUBLIC

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

RL BACA PROJECT NO.: 25-152

STATE OF TEXAS
COUNTY OF ATASCOSA

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

OWNER:
ROBERT LOPEZ
21 NORTHFIELD DR
PLEASANTON, TX 78064
713-542-9664

OWNER: ROBERT LOPEZ

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2025.

NOTARY PUBLIC

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-2	18" *

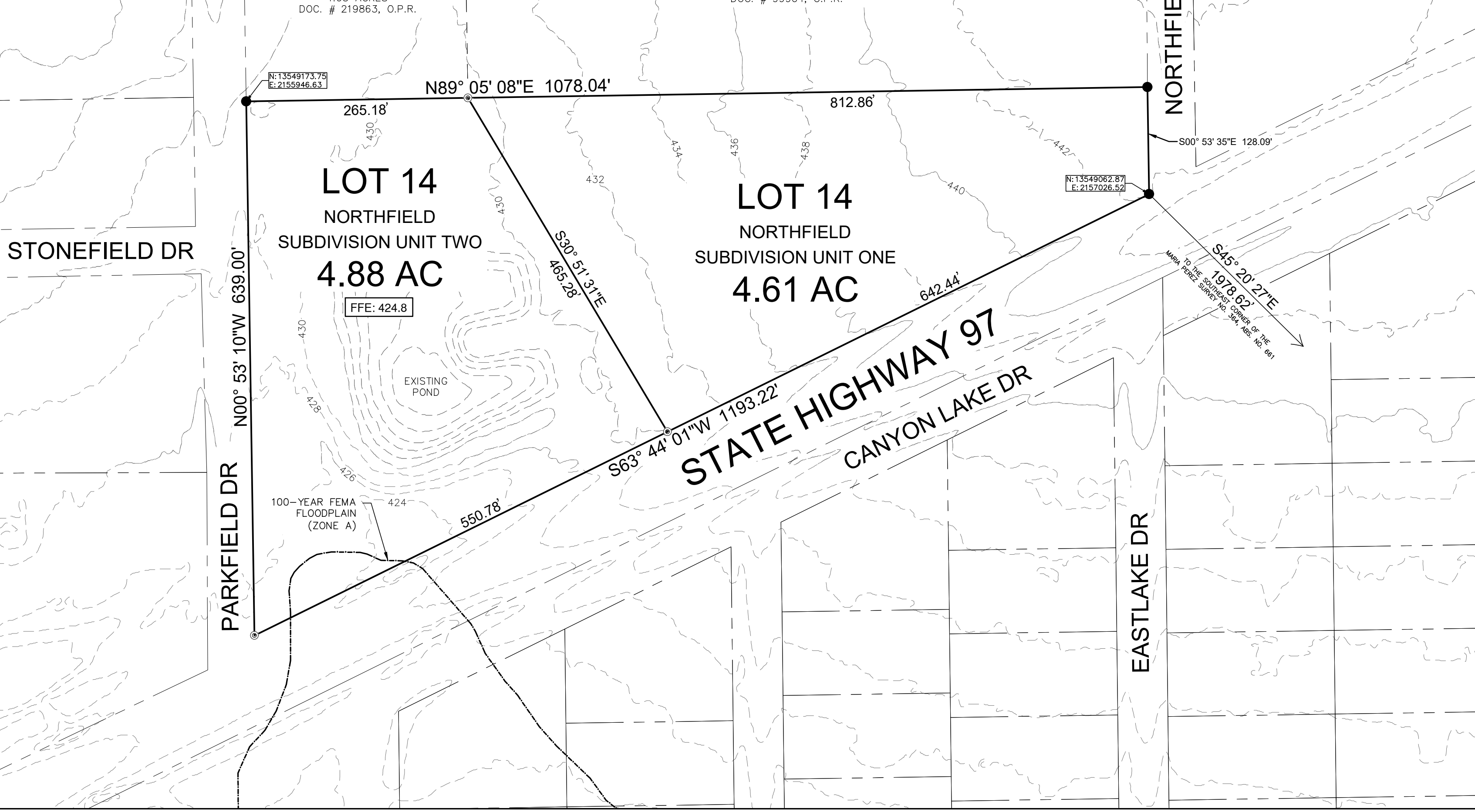
*NOTE: ON DRIVEWAY MAY BE USED IN LIEU OF CULVERT

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	0			X
2.5-10 AC	2			
> 10 AC	0			
TOTAL	2			

PROPERTY INFORMATION
PROPERTY ID: 26655
LEGAL ACRES: 4.81 AC
LEGAL DESC.: NORTHFIELD S/D UNIT 1, LOT 14

PROPERTY INFORMATION
PROPERTY ID: 26656
LEGAL ACRES: 4.88 AC
LEGAL DESC.: NORTHFIELD S/D UNIT 1, LOT 14



CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY - MOLLY GROESBECK SOLIS

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS ____ DAY OF _____, 2025 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

SHEET 1 OF 1

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 10/14/2025
Item Title: Road Bore - Frontier Communications
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the Rural Development:

- A. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Stevens Rd in Precinct 2.
- B. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Stevens Rd., Crossing #2 in Precinct 2
- C. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Mahan Rd in Precinct 2.
- D. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Rossville Rd, Crossing #1 in Precinct 2.
- E. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Rossville Rd, Crossing #2 in Precinct 2.
- F. Discuss and/or take appropriate action concerning approval/denial for the Road Bore Permit for Frontier Communications on Heckman Rd in Precinct 2.

ATTACHMENTS

Stevens #1
Stevens #2
Mahan
Rossville #1
Rossville #2
Heickman

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 12 day of September, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "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 TBD day of October, 20 25 A.D.

After approval the fully executed permit should be returned to:

Devin Gould
ftthpermitting@housleygroup.com

Company _____
By: Housley Group

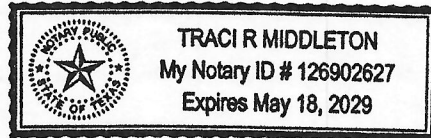
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group 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 15 day of September, 20 25, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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 Housley Group on behalf of Frontier Communications, 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:

\$500 for bore crossing application

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:

Stevens Rd Somerset, Tx 29.176666, -98.660777

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.

Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

Date
9/12/2025

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Housley Group / Frontier Communications

On this the 12 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications, address 1919 McKinney Ave Dallas, Tx 75201

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, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould
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

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

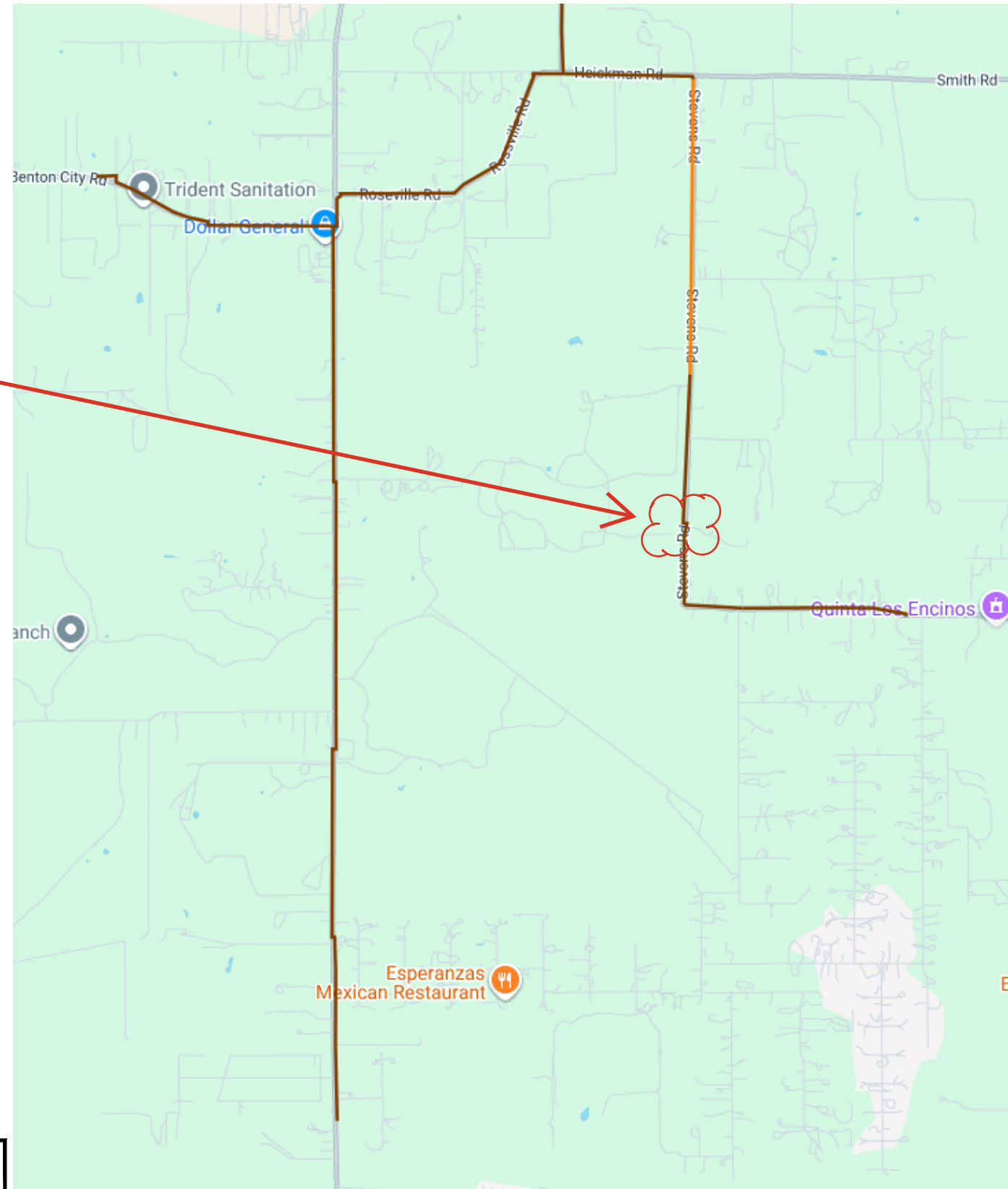
REVISIONS

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER : 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: C1 OF C5
TWNESH: --	RNG: --	SEC: --



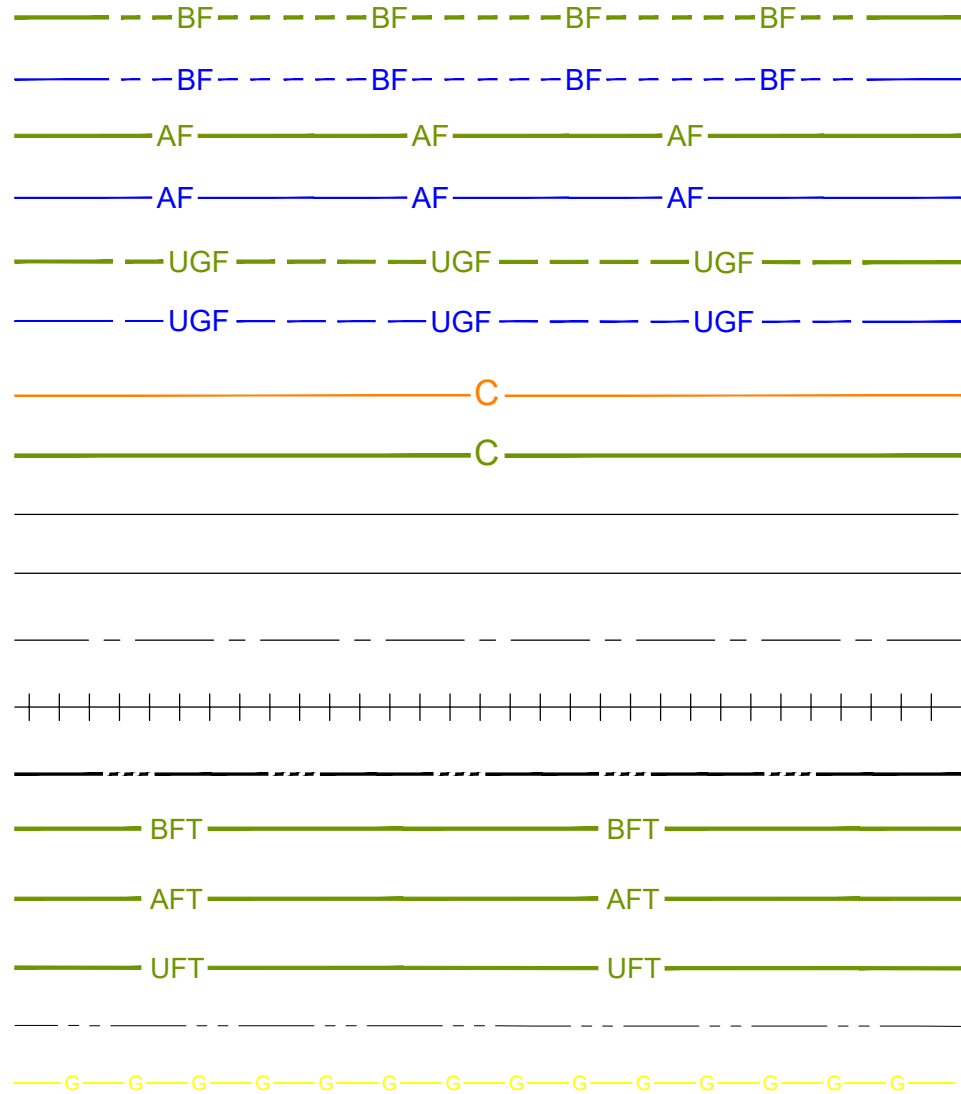
**STEVENS RD -
ROAD CROSS BORE
APPLICATION #1**

CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

C1

LEGENDS

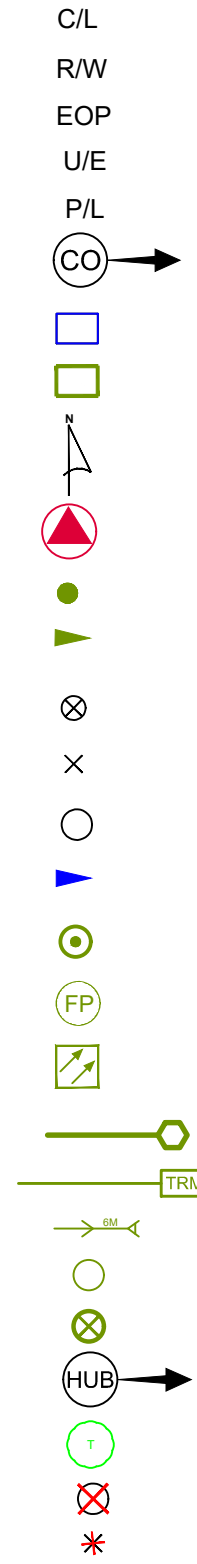
LINETYPES



AREA OF USE

PROPOSED BURIED FIBER
 EXISTING BURIED FIBER
 PROPOSED AERIAL FIBER
 EXISTING AERIAL FIBER
 PROPOSED UG FIBER
 EXISTING UG FIBER
 EXISTING CONDUIT
 PROPOSED CONDUIT
 RIGHT OF WAY
 EDGE OF PAVEMENT
 CENTERLINE
 RAILROAD TRACKS
 SECTION LINE
 PROPOSED BURIED FIBER TAIL (BFT)
 PROPOSED AERIAL FIBER TAIL (AFT)
 PROPOSED UNDERGROUND FIBER TAIL (UFT)
 UTILITY EASEMENT
 GAS PIPE LINE

SYMBOL



DESCRIPTION

CENTER LINE
 RIGHT OF WAY
 EDGE OF PAVEMENT
 UTILITY EASEMENT
 PROPERTY LINE
 CO DIRECTION
 EXISTING MH/HH
 PROPOSED MH/HH
 NORTH ARROW
 CO/EXCHANGE
 SPLICE POINT
 PROPOSED SPLICE ARROW
 JOINT OWNED POLE
 FOREIGN OWNED POLE
 FRONTIER POLE
 EXISTING SPLICE ARROW
 PROPOSED CONDUIT
 PROPOSED FLOWERPOT (FP)
 PROPOSED PEDESTAL
 PROPOSED HUB
 PROPOSED TERMINAL (TRM)
 PROPOSED ANCHOR & GUY
 PROPOSED FTR POLE
 PROPOSED JOINT OWNED POLE
 HUB DIRECTION
 TREE TRIMMING (T)
 FRONTIER POLE REMOVAL
 FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER TUSHAR ANGRISH
 CONTACT NUMBER 469-480-0501

TEXAS 811 **CAUTION**
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD
 1-800-344-8377 **STOP and LOOK UP**
 OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

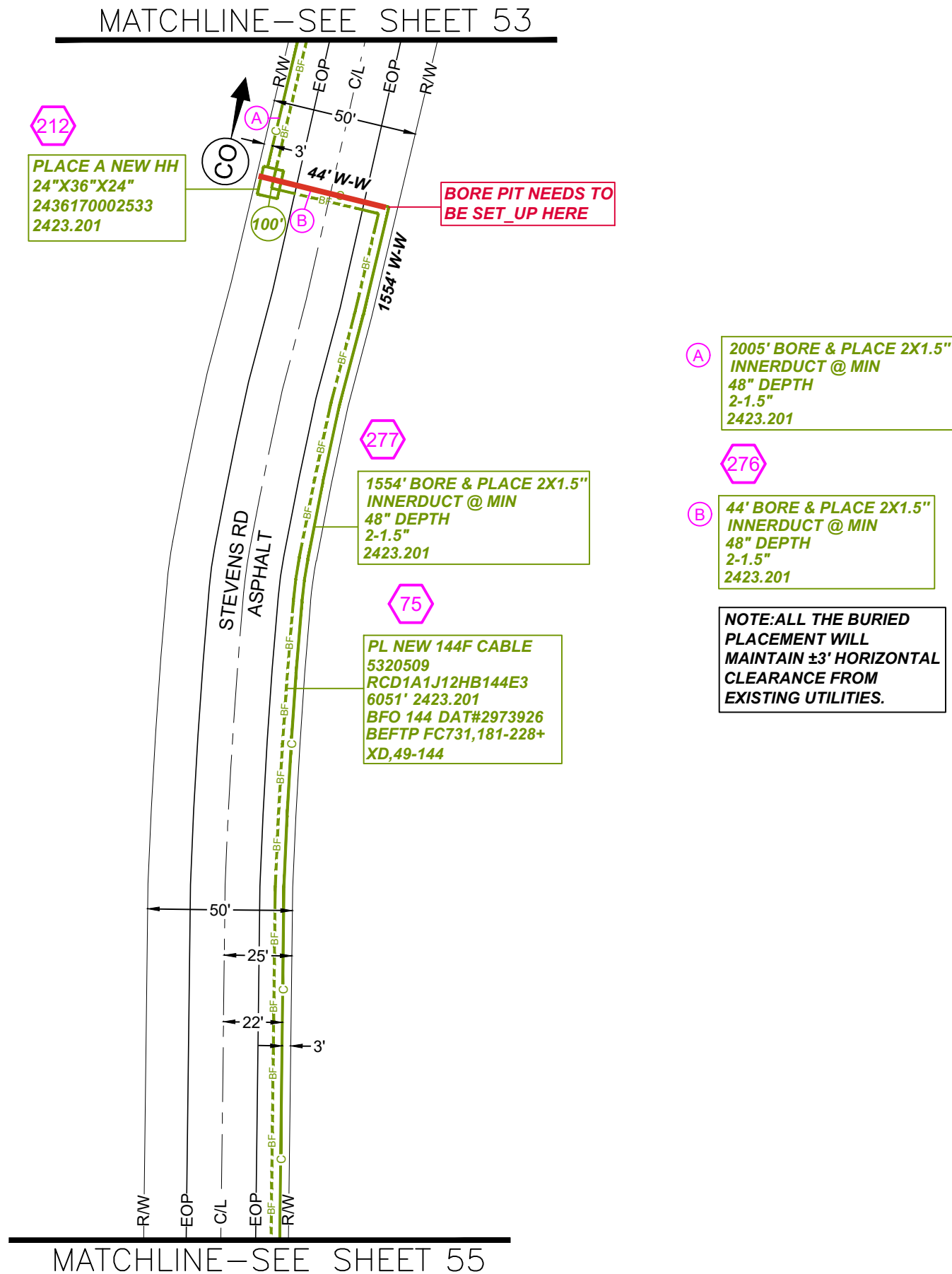
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
EXCH. CODE: 70494		
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: L OF L
TWNSHP: --	RNG: --	SEC: --

L

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

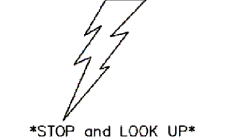
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



PEARCE ENGINEER: TUSHAR ANGRISH
 CONTACT NUMBER: 469-480-0501



****CAUTION**
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD**



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD
 ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: -- RNG: --
TWNHP: --	CNTY: BEXAR/ATASCOSA FILE: -- DWG: 54 OF 132 SEC: --

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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.

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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 12 day of September, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "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 TBD day of October, 2025 A.D.

After approval the fully executed permit should be returned to:

Devin Gould
ftthpermitting@housleygroup.com

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

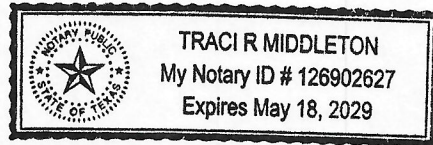
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group, 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 15 day of September, 2025, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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 Housley Group on behalf of Frontier Communications, 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:

\$500 for bore crossing application

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:

Stevens Rd Somerset, Tx 29.1716164, -98.6469372

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.

Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Housley Group / Frontier Communications

On this the 12 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,
address 1919 McKinney Ave Dallas, Tx 75201,

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, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould
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

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

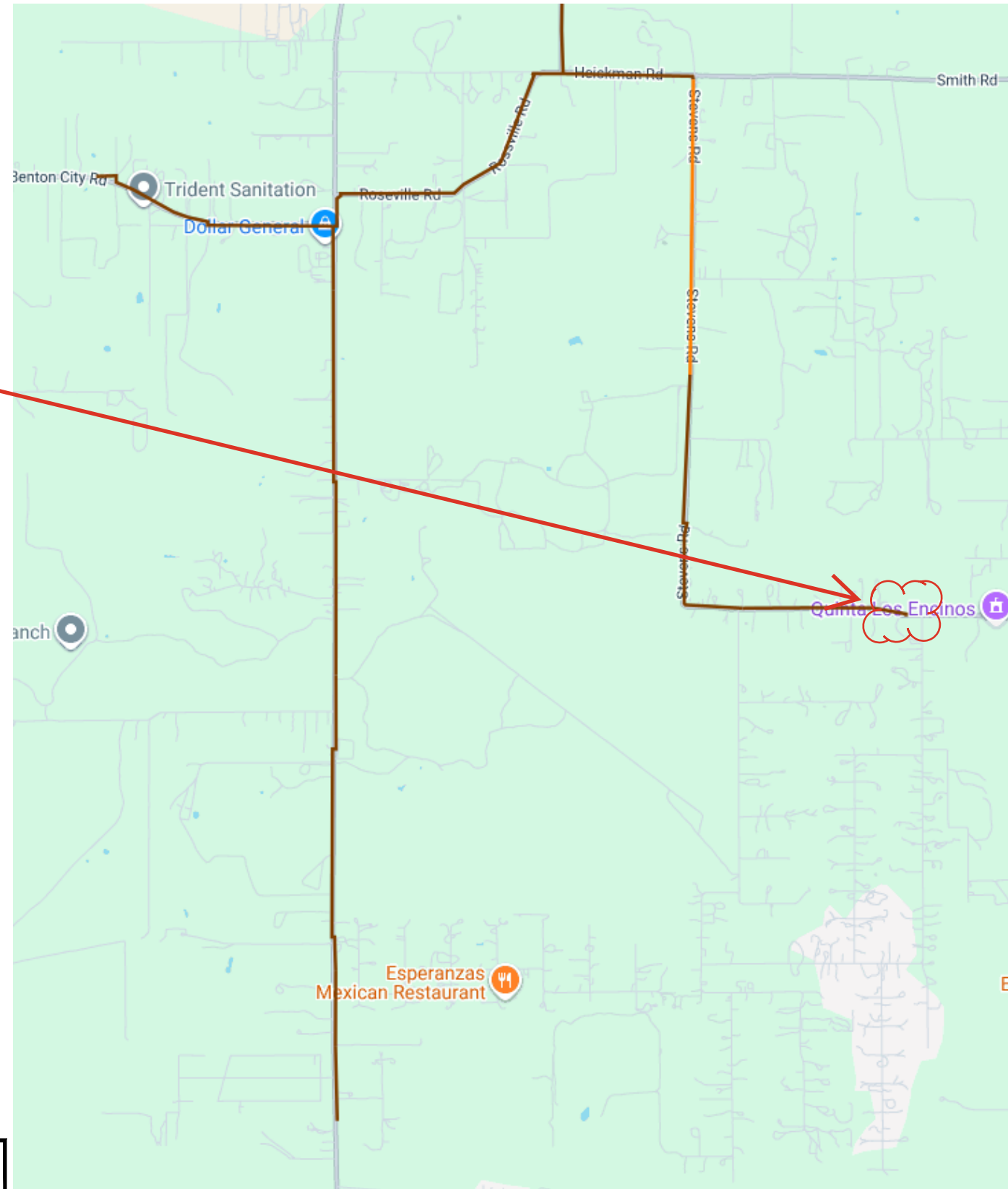
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT
PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA
SCALE: NTS	TAX DISTRICT: --
TWNSH: --	RNG: --
	FILE: --
	DWG: C1 OF C5
	SEC: --

C1

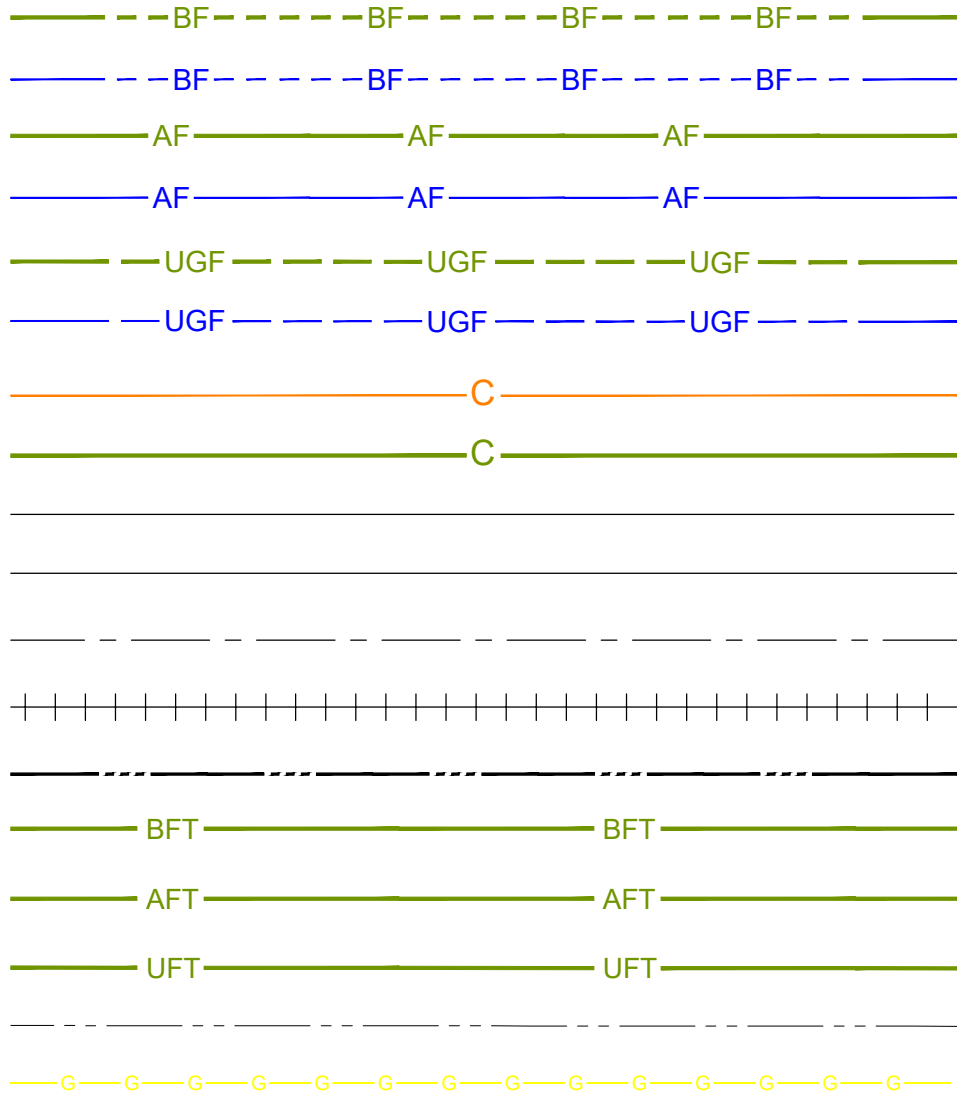


**STEVENS RD -
ROAD CROSS BORE
APPLICATION #2**

CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

LEGENDS

LINETYPES

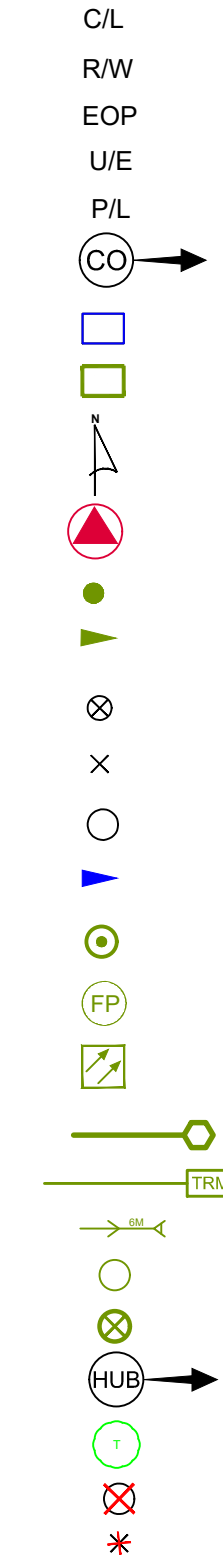


AREA OF USE

Legend for Areas of Use:

- PROPOSED BURIED FIBER
- EXISTING BURIED FIBER
- PROPOSED AERIAL FIBER
- EXISTING AERIAL FIBER
- PROPOSED UG FIBER
- EXISTING UG FIBER
- EXISTING CONDUIT
- PROPOSED CONDUIT
- RIGHT OF WAY
- EDGE OF PAVEMENT
- CENTERLINE
- RAILROAD TRACKS
- SECTION LINE
- PROPOSED BURIED FIBER TAIL
- PROPOSED AERIAL FIBER TAIL
- PROPOSED UNDERGROUND FIBER TAIL
- UTILITY EASEMENT
- GAS PIPE LINE

SYMBOL



DESCRIPTION

Legend for Descriptions:

- CENTER LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT
- UTILITY EASEMENT
- PROPERTY LINE
- CO DIRECTION
- EXISTING MH/HH
- PROPOSED MH/HH
- NORTH ARROW
- CO/EXCHANGE
- SPLICE POINT
- PROPOSED SPLICE ARROW
- JOINT OWNED POLE
- FOREIGN OWNED POLE
- FRONTIER POLE
- EXISTING SPLICE ARROW
- PROPOSED CONDUIT
- PROPOSED FLOWERPOT
- PROPOSED PEDESTAL
- PROPOSED HUB
- PROPOSED TERMINAL
- PROPOSED ANCHOR & GUY
- PROPOSED FTR POLE
- PROPOSED JOINT OWNED POLE
- HUB DIRECTION
- TREE TRIMMING
- FRONTIER POLE REMOVAL
- FOREIGN OWNED POLE REMOVAL

PEARCE ENGINEER: TUSHAR ANGRISH
CONTACT NUMBER: 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD
STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD
ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

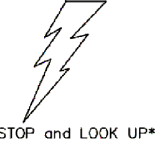
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: L OF L
TWNSHP: --	RNG: --	SEC: --

L

PEARCE ENGINEER: TUSHAR ANGRISH
 CONTACT NUMBER: 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

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FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNIT	ACCT CODE

REVISIONS

NO.	DESCRIPTION

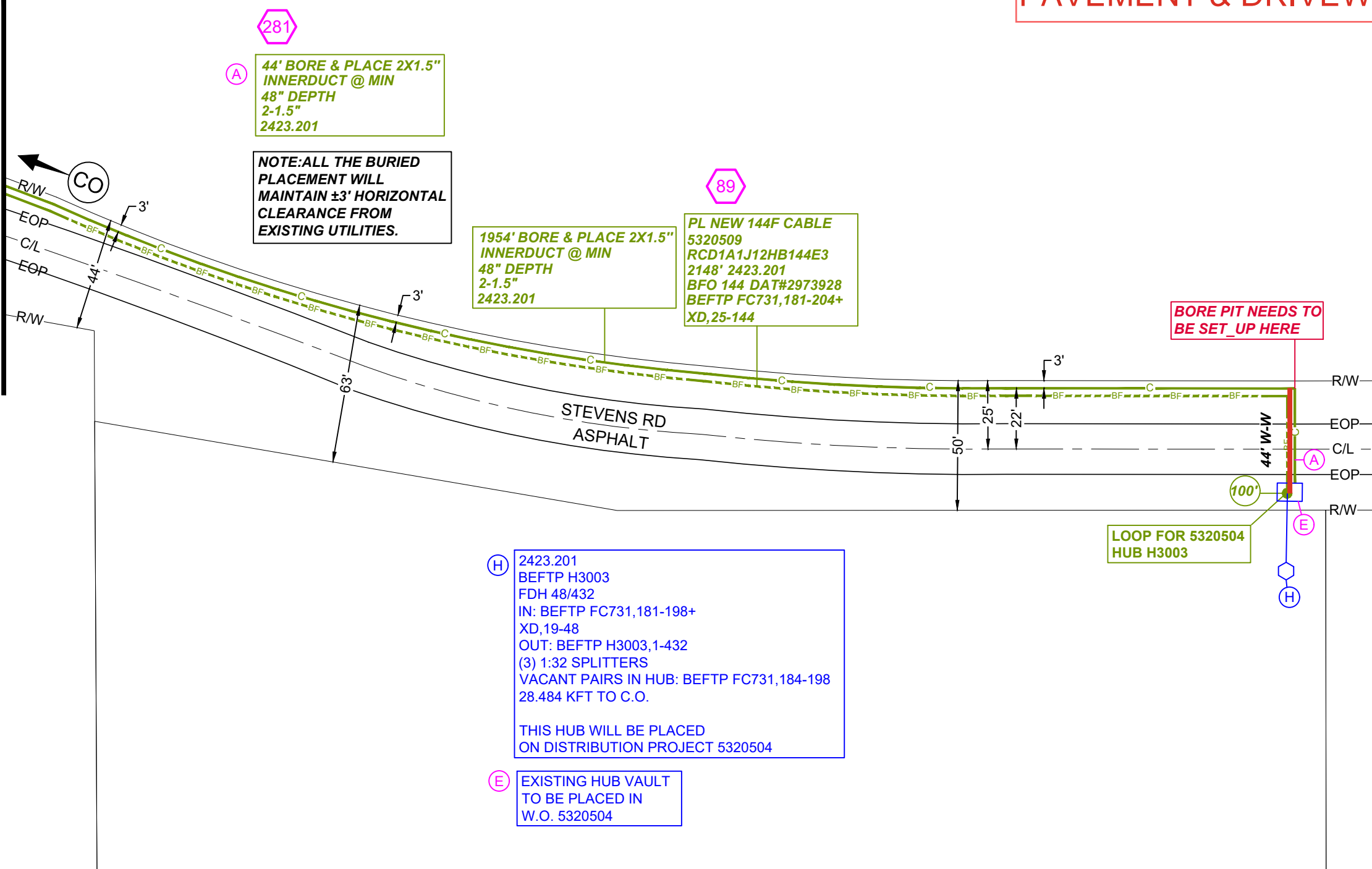


SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
	EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 66 OF 132
TWNESHIP: --	RNG: --	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE - SEE SHEET 65



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.

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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

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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:

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IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the TBD day of October, 20 25 A.D.

After approval the fully executed permit should be returned to:
Devin Gould
ftthpermitting@housleygroup.com

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

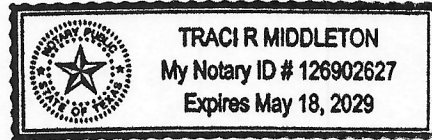
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group, 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 15 day of September, 20 25, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: MAY 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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 Housley Group on behalf of Frontier Communications, 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:

\$500 for bore crossing application

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:

Mahan Somerset, Tx 29.1950939, -98.6746518

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.

Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould
Signature of Payor or Payor's Authorized Agent

9/12/2025

Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Housley Group / Frontier Communications

On this the 12 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,
address 1919 McKinney Ave Dallas, Tx 75201

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, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould
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

PEARCE ENGINEER: TUSHAR ANGRISH

CONTACT NUMBER: 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

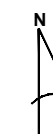
*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

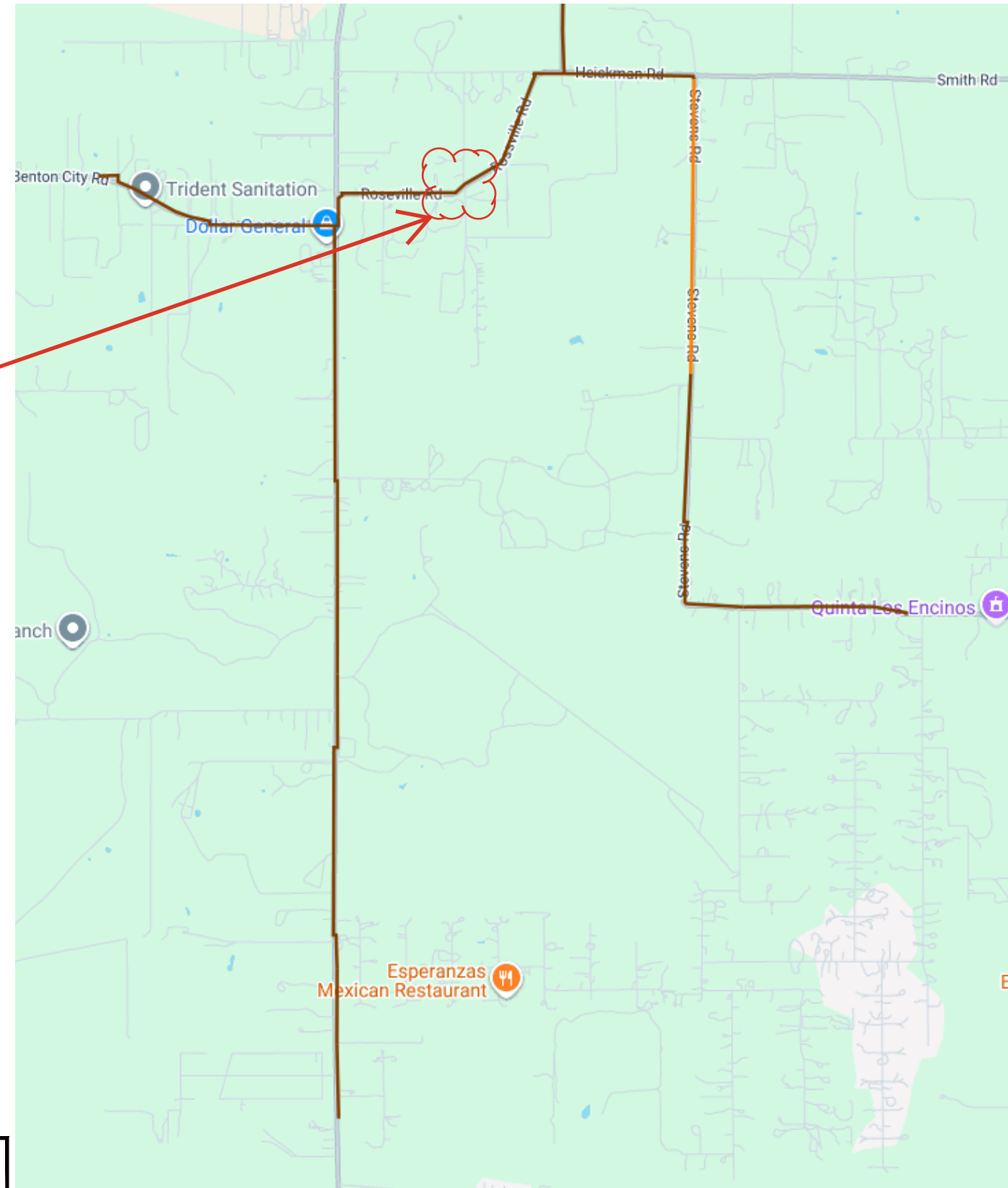


SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509 C.O AREA: SOMERSET
EXCH. CODE: 70494

DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: C1 OF C5
TWNSH: --	RNG: --	SEC: --

C1



**MAHAN - ROAD
CROSS BORE
APPLICATION**

CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

LEGENDS

LINETYPES

AREA OF USE

	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL

DESCRIPTION

C/L	CENTER LINE
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
U/E	UTILITY EASEMENT
P/L	PROPERTY LINE
	CO DIRECTION
	EXISTING MH/HH
	PROPOSED MH/HH
	NORTH ARROW
	CO/EXCHANGE
	SPLICE POINT
	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
	FRONTIER POLE
	EXISTING SPLICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
	HUB DIRECTION
	TREE TRIMMING
	FRONTIER POLE REMOVAL
	FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501

****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES		

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3 8160 9TH ST (H3001-H3010)	
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: NTS	TAX DISTRICT: --
TWNShP: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
DWG: L OF L	SEC: --

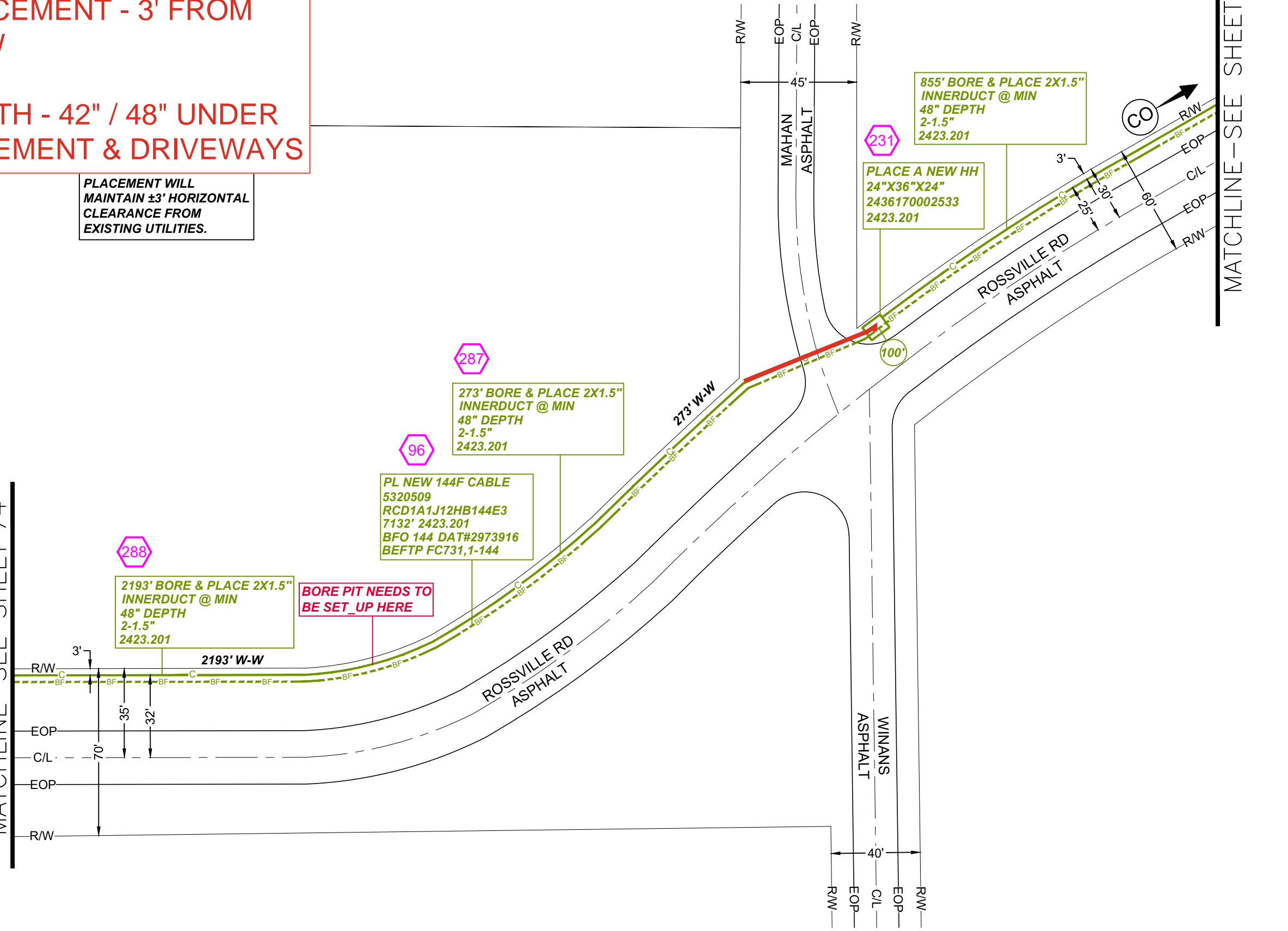
L

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE - SEE SHEET 74

MATCHLINE - SEE SHEET 72



288

2193' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

BORE PIT NEEDS TO BE SET UP HERE

96

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 7132' 2423.201 BFO 144 DAT#2973916 BEFTP FC731,1-144

287

273' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

231

PLACE A NEW HH 24"X36"X24" 2436170002533 2423.201

855' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

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FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
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UNITS / ACCT CODES

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REVISIONS

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

73

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
	EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 73 OF 132
TWNSHP: --	RNG: --	SEC: --

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 12 day of September, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "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 TBD day of October, 20 25 A.D.

After approval the fully executed permit should be returned to:

Devin Gould
ftthpermitting@housleygroup.com

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

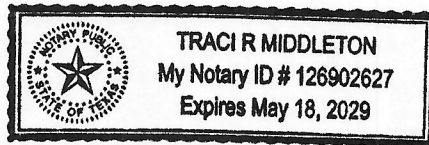
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group, 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 15 day of September, 20 25, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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:

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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.

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Rossville Rd Somerset, Tx 29.1945936, -98.6822762

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Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

Date
9/12/2025

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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ATASCOSA COUNTY AND Housley Group / Frontier Communications

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6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

ATTEST:

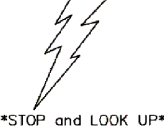
Theresa Carrasco, County
By: _____ Deputy
Clerk

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

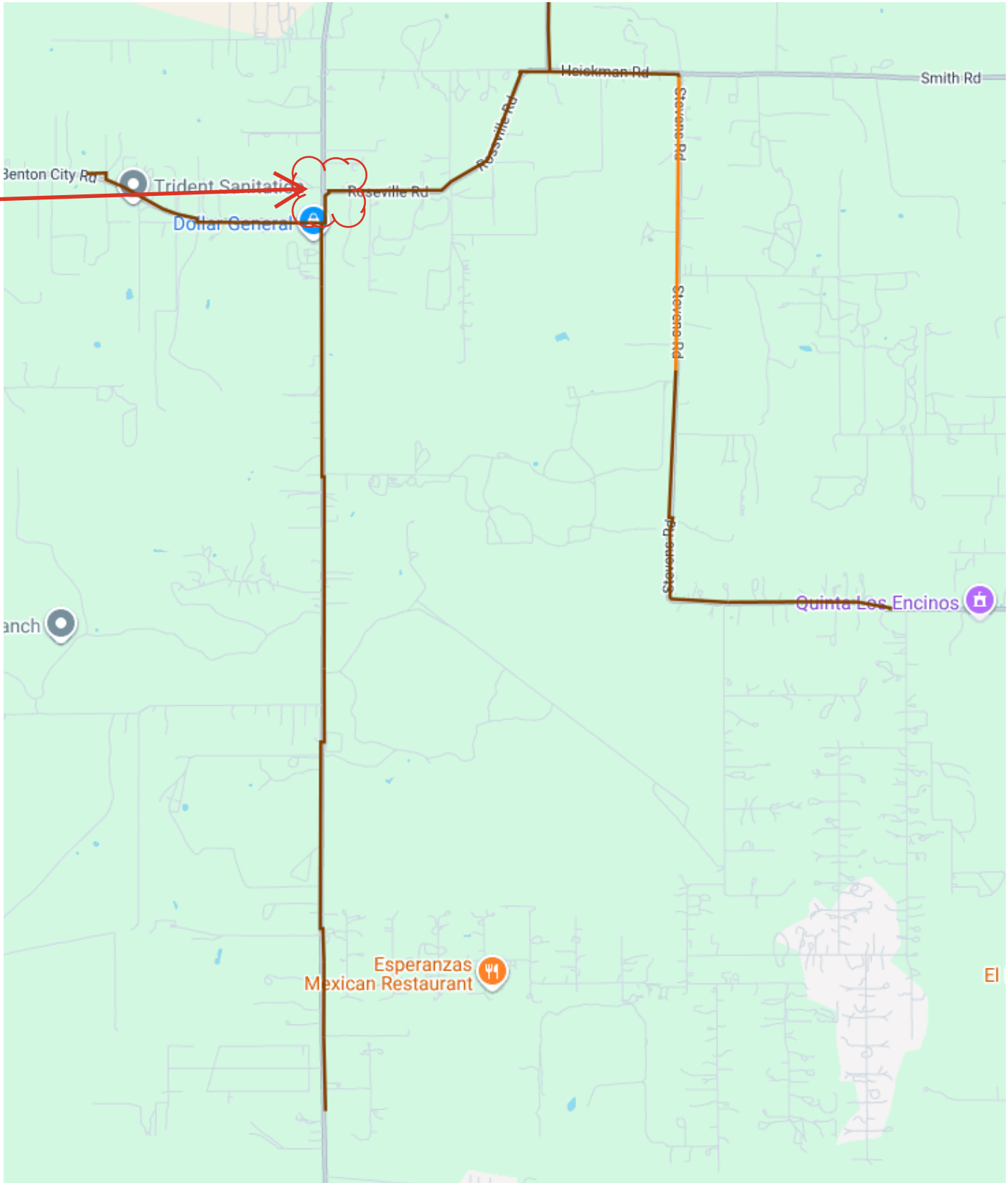
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
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TWNSHP: --	RNG: --
FILE: --	DWG: C1 OF C5
	SEC: --

**ROSSVILLE RD -
ROAD CROSS BORE
APPLICATION #1**



CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

C1

LEGENDS

LINETYPES	AREA OF USE
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	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
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	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL	DESCRIPTION
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	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
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	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
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	TREE TRIMMING
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	FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
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8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: NTS	CNTY: BEXAR/ATASCOSA FILE: --
TWNSHP: --	RNG: -- TAX DISTRICT: -- DWG: L OF L
	SEC: --

L

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT
	PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNESH: --	RNG: --
	CNTY: BEXAR/ATASCOSA
	FILE: --
	DWG: 78 OF 132
	SEC: --

78

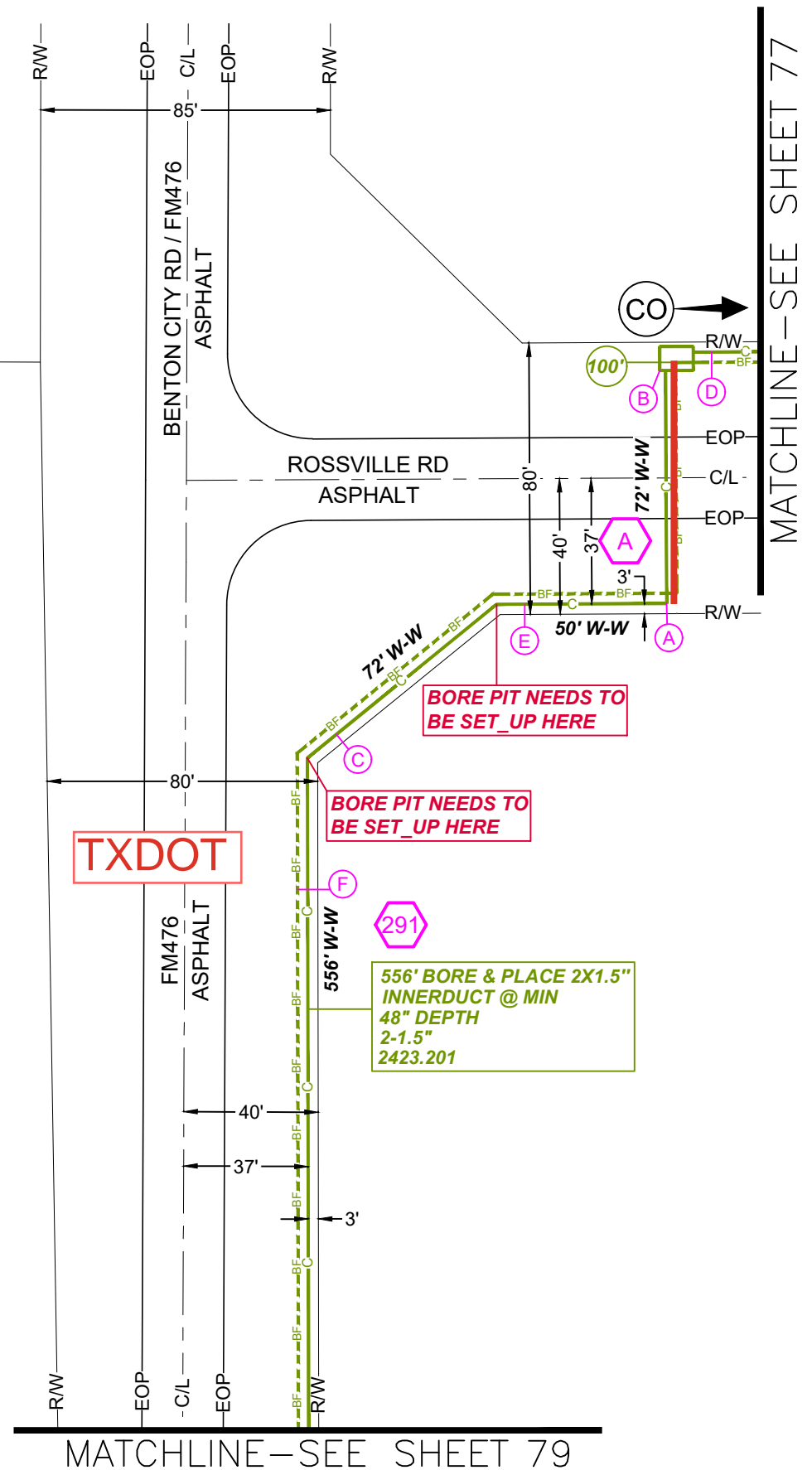
NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

- (A) BORE PIT NEEDS TO BE SET UP HERE**
- 235**
- (B) PLACE A NEW HH 24"X36"X24" 2436170002533 2423.201**
- 289**
- (C) 72' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**
- (D) 2193' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**
- 290**
- (E) 50' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**

DIRECTIONAL BORE PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

V 144F CABLE 9 1J12HB144E3 423.201 4 DAT#2973916 FC731,1-144



MATCHLINE—SEE SHEET 79

MATCHLINE—SEE SHEET 77

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 12 day of September, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "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 TBD day of October, 20 25 A.D.

After approval the fully executed permit should be returned to:
Devin Gould
ftthpermitting@housleygroup.com

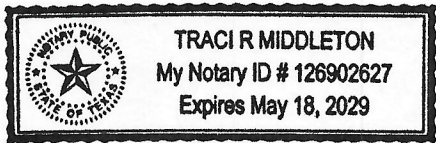
Company
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group, 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 15 day of September, 20 25, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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 Housley Group on behalf of Frontier Communications, 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:

\$500 for bore crossing application

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:

Rossville Rd Somerset, Tx 29.2011743, -98.6698164

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.

Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Housley Group / Frontier Communications

On this the 12 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications, address 1919 McKinney Ave Dallas, Tx 75201

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, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould
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

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

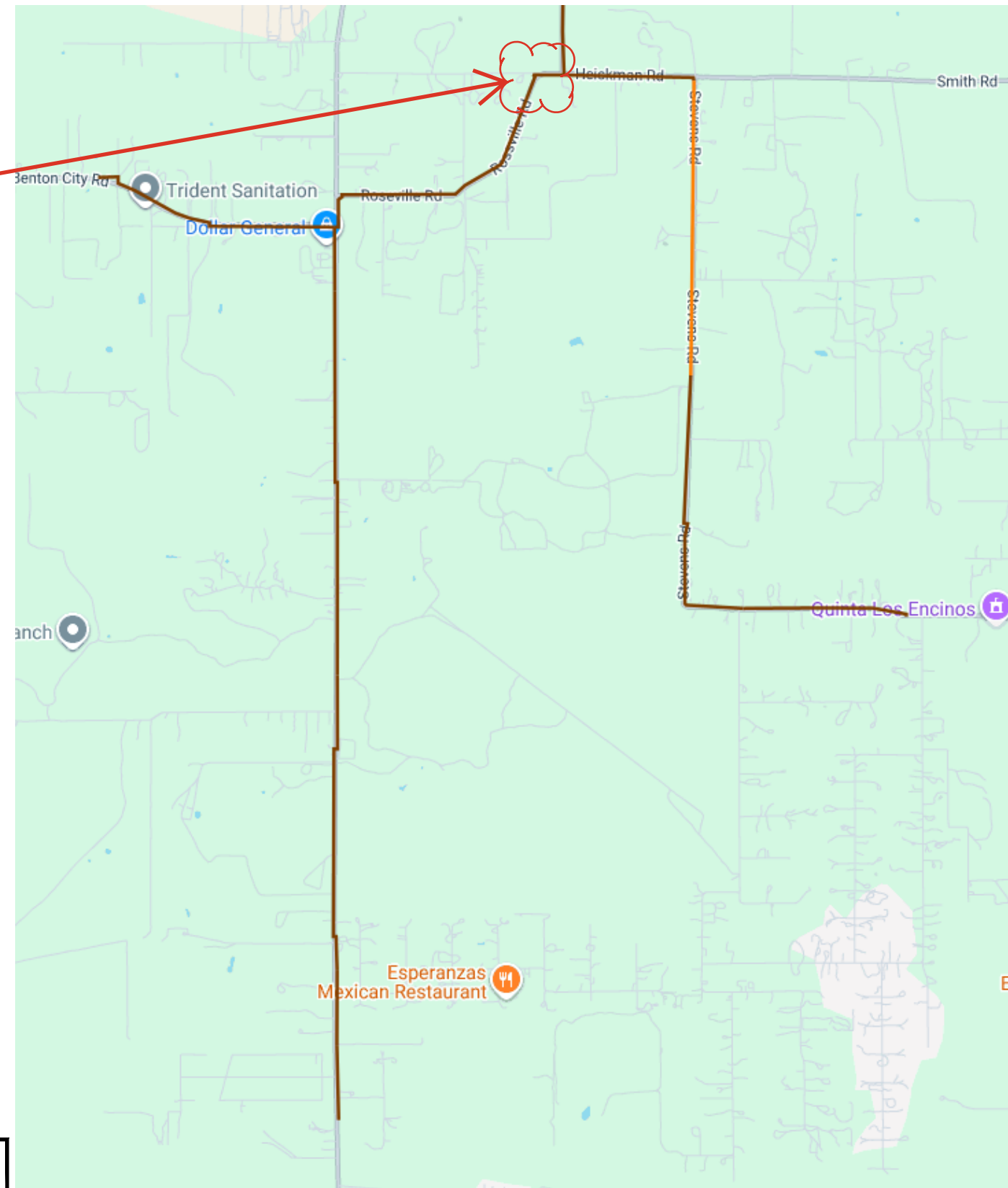
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509		C.O AREA: SOMERSET
DRAWN DATE: 3/7/2024		EXCH. CODE: 70494
ENGR: DARRIN ALBRECHT	PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA
SCALE: NTS	TAX DISTRICT: --	FILE: --
TWNESH: --	RNG: --	DWG: C1 OF C5
		SEC: --

C1



**ROSSVILLE RD -
ROAD CROSS BORE
APPLICATION #2**

CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

LEGENDS

LINETYPES	AREA OF USE	SYMBOL	DESCRIPTION
	PROPOSED BURIED FIBER	C/L	CENTER LINE
	EXISTING BURIED FIBER	R/W	RIGHT OF WAY
	PROPOSED AERIAL FIBER	EOP	EDGE OF PAVEMENT
	EXISTING AERIAL FIBER	U/E	UTILITY EASEMENT
	PROPOSED UG FIBER	P/L	PROPERTY LINE
	EXISTING UG FIBER	CO	CO DIRECTION
	EXISTING CONDUIT		EXISTING MH/HH
	PROPOSED CONDUIT		PROPOSED MH/HH
	RIGHT OF WAY		NORTH ARROW
	EDGE OF PAVEMENT		CO/EXCHANGE
	CENTERLINE		SPLICE POINT
	RAILROAD TRACKS		PROPOSED SPLICE ARROW
	SECTION LINE		JOINT OWNED POLE
	PROPOSED BURIED FIBER TAIL		FOREIGN OWNED POLE
	PROPOSED AERIAL FIBER TAIL		FRONTIER POLE
	PROPOSED UNDERGROUND FIBER TAIL		EXISTING SPLICE ARROW
	UTILITY EASEMENT		PROPOSED CONDUIT
	GAS PIPE LINE		PROPOSED FLOWERPOT
			PROPOSED PEDESTAL
			PROPOSED HUB
			PROPOSED TERMINAL
			PROPOSED ANCHOR & GUY
			PROPOSED FTR POLE
			PROPOSED JOINT OWNED POLE
			HUB DIRECTION
			TREE TRIMMING
			FRONTIER POLE REMOVAL
			FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



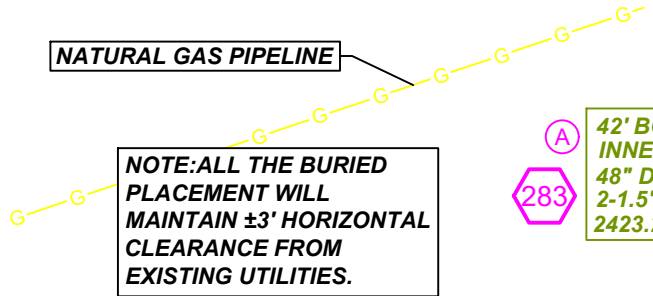
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DWG: L OF L	SEC: --

L

**DIRECTIONAL BORE
 PLACEMENT - 3' FROM
 ROW**

**DEPTH - 42" / 48" UNDER
 PAVEMENT & DRIVEWAYS**

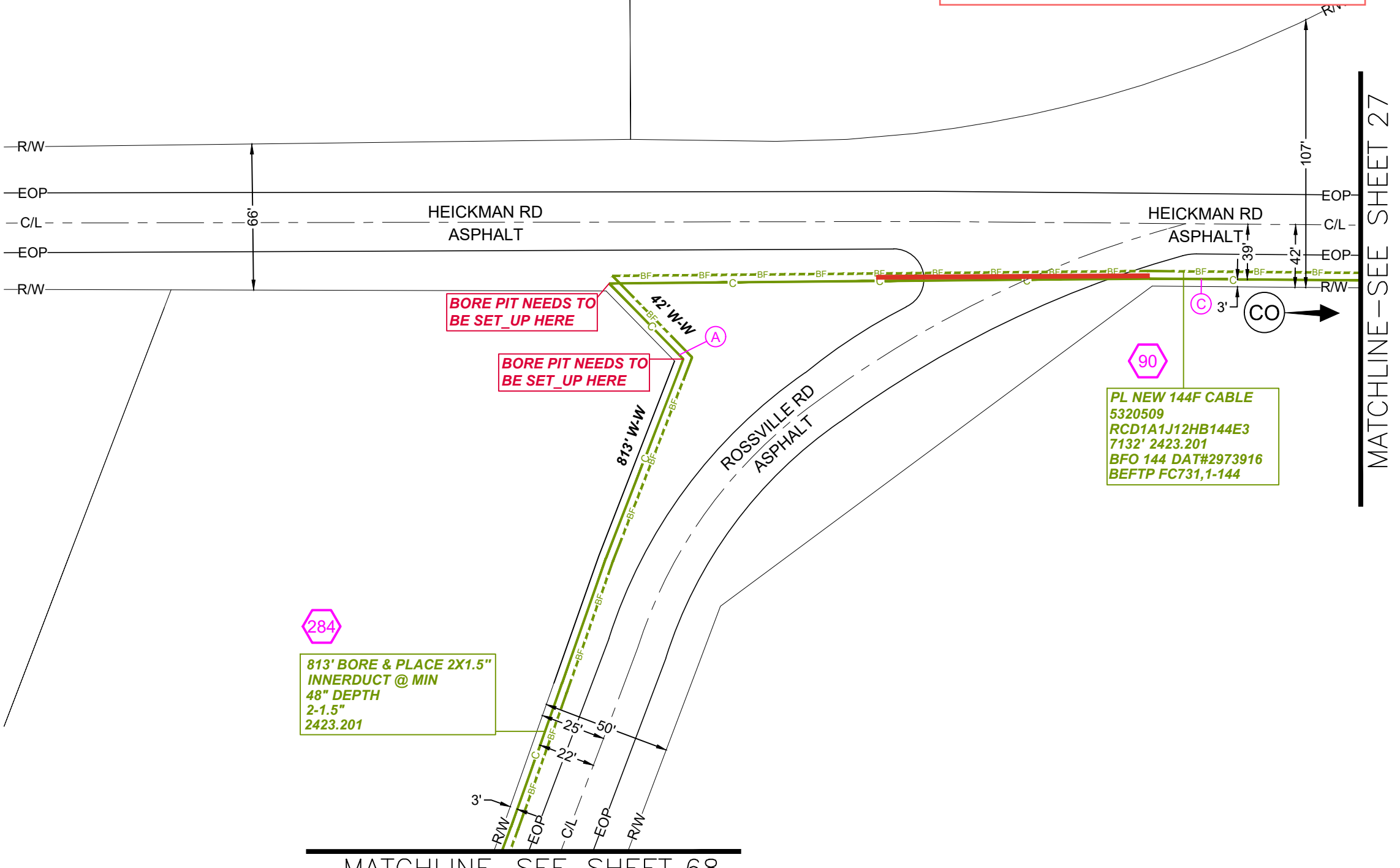


(A) 42' BORE & PLACE 2X1.5" INNERDUCT @ MIN
 48" DEPTH
 2-1.5" 2423.201

(C) 695' BORE & PLACE 2X1.5" INNERDUCT @ MIN
 48" DEPTH
 2-1.5" 2423.201

(284) 813' BORE & PLACE 2X1.5" INNERDUCT @ MIN
 48" DEPTH
 2-1.5" 2423.201

(90) PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 7132' 2423.201
 BFO 144 DAT#2973916
 BEFTP FC731,1-144



MATCHLINE—SEE SHEET 27

MATCHLINE—SEE SHEET 68

67

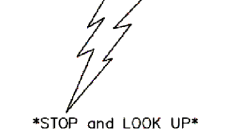


PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



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 MULTIPLE VOLTAGE POWER
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REVISIONS

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SCALE: 1:50	TAX DISTRICT: --	DWG: 67 OF 132
TWNESH: --	RNG: --	SEC: --

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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.

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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

Heickman Rd

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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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.

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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 TBD day of October, 20 25 A.D.

After approval the fully executed permit should be returned to:

Devin Gould
ftthpermitting@housleygroup.com

Company
By: Housley Group

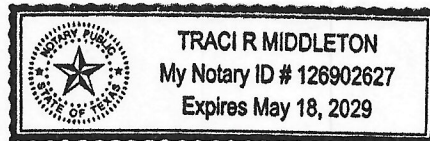
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould 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 Housley Group, 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 15 day of September, 20 25, A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. 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 Housley Group on behalf of Frontier Communications, 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:

\$500 for bore crossing application

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:

Heickman Rd Somerset, Tx 29.2012601, -98.6684012

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.

Housley Group on behalf of Frontier Communications

Printed Name of Payor (If Company or Business Entity)

Devin Gould

Printed Name of Payor's Authorized Agent

Devin Gould
Signature of Payor or Payor's Authorized Agent

9/12/2025

Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Housley Group / Frontier Communications

On this the 12 day of September, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,
address 1919 McKinney Ave Dallas, Tx 75201,

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, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, 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:

Housley Group

Devin Gould 9/12/2025
Signature Date

Devin Gould

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

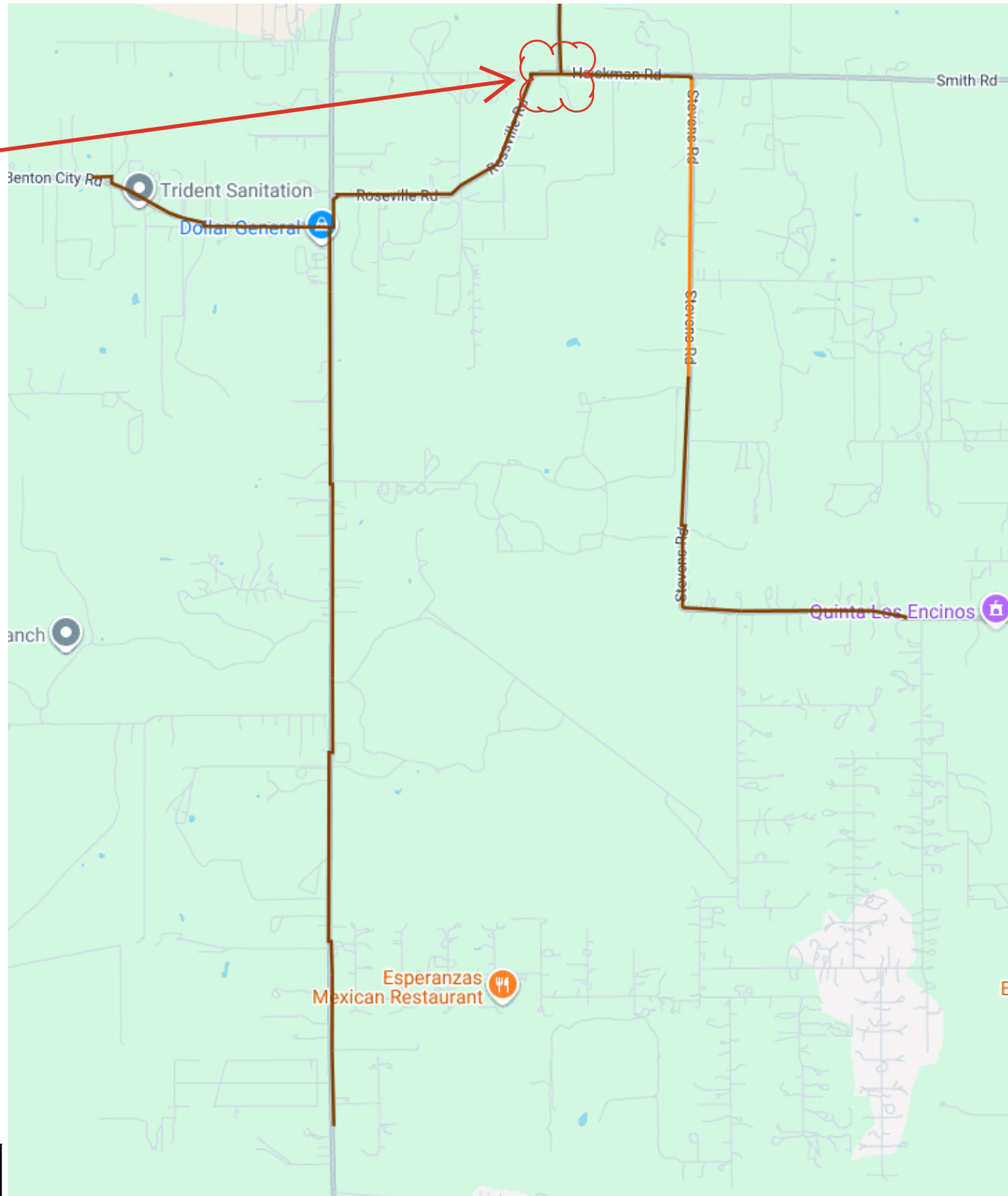
Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

**HEICKMAN RD -
ROAD CROSS BORE
APPLICATION**



**CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069**

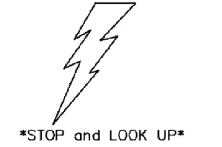


PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**



1-800-344-8377

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS	ACCT CODES

REVISIONS

NO.	DESCRIPTION	DATE



**SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)**

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT
SCALE: NTS	PHONE: 281-229-0849
TWNESH: --	TAX DISTRICT: --
	RNG: --
	CNTY: BEXAR/ATASCOSA
	FILE: --
	DWG: C1 OF C5
	SEC: --

C1

LEGENDS

LINETYPES	AREA OF USE	SYMBOL	DESCRIPTION
	PROPOSED BURIED FIBER	C/L	CENTER LINE
	EXISTING BURIED FIBER	R/W	RIGHT OF WAY
	PROPOSED AERIAL FIBER	EOP	EDGE OF PAVEMENT
	EXISTING AERIAL FIBER	U/E	UTILITY EASEMENT
	PROPOSED UG FIBER	P/L	PROPERTY LINE
	EXISTING UG FIBER		CO DIRECTION
	EXISTING CONDUIT		EXISTING MH/HH
	PROPOSED CONDUIT		PROPOSED MH/HH
	RIGHT OF WAY		NORTH ARROW
	EDGE OF PAVEMENT		CO/EXCHANGE
	CENTERLINE		SPLICE POINT
	RAILROAD TRACKS		PROPOSED SPLICE ARROW
	SECTION LINE		JOINT OWNED POLE
	PROPOSED BURIED FIBER TAIL		FOREIGN OWNED POLE
	PROPOSED AERIAL FIBER TAIL		FRONTIER POLE
	PROPOSED UNDERGROUND FIBER TAIL		EXISTING SPLICE ARROW
	UTILITY EASEMENT		PROPOSED CONDUIT
	GAS PIPE LINE		PROPOSED FLOWERPOT
			PROPOSED PEDESTAL
			PROPOSED HUB
			PROPOSED TERMINAL
			PROPOSED ANCHOR & GUY
			PROPOSED FTR POLE
			PROPOSED JOINT OWNED POLE
			HUB DIRECTION
			TREE TRIMING
			FRONTIER POLE REMOVAL
			FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501

TEXAS 811

1-800-344-8377

CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



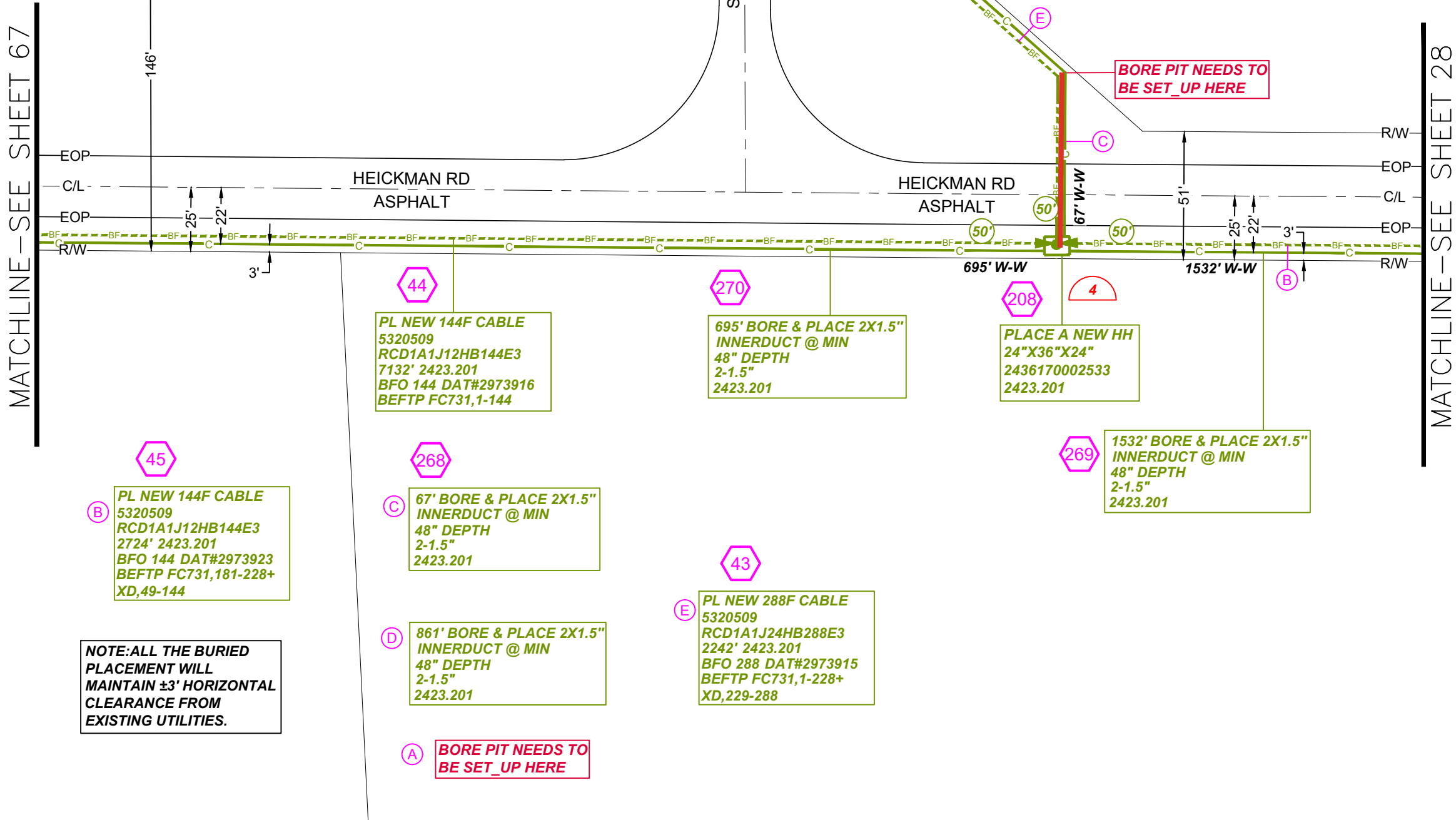
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: NTS	CNTY: BEXAR/ATASCOSA FILE: --
TWNSHP: --	TAX DISTRICT: -- DWG: L OF L
	RNG: -- SEC: --



**DIRECTIONAL BORE
 PLACEMENT - 3' FROM
 ROW
 DEPTH - 42" / 48" UNDER
 PAVEMENT & DRIVEWAYS**

MATCHLINE—SEE SHEET 26

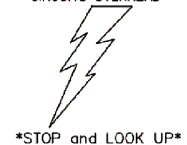


PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509 C.O AREA: SOMERSET EXCH. CODE: 70494

DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 27 OF 132
TWNSHP: --	RNG: --	SEC: --

AGENDA REQUEST (GENERAL)

Agenda Item 17.

Meeting Date: 10/14/2025
Item Title: Right of Way Permit - Frontier Communications
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

- A. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Heckman Rd. in Precinct 2.
- B. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Rossville Rd. in Precinct 2.
- C. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Somerset Rd. in Precinct 2.
- D. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Frontier Communications on Stevens Rd. in Precinct 2.

ATTACHMENTS

Heickman ROW
Rossville ROW
Somerset ROW
Stevens ROW

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

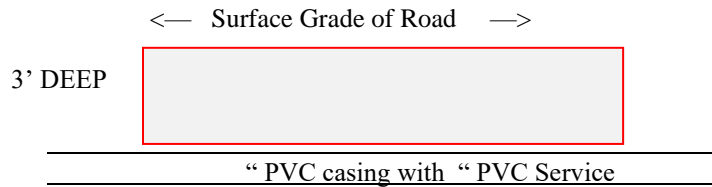
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 9/12/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore
line within the right-of-way of Heickman Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 3200 ft (0.6/mile)

(Please see attached map)
—Diagram Location



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

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

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

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

8. Construction of this line will begin on or after the 1 day of OCTOBER, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage

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

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

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

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

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

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Devin Gould

Signature *Devin Gould*

Title Permits - Project Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 409-313-3755

Fax No. _____

To: _____

Roadway Heickman Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 Atascosa County, Texas
Date: 9/12/2025

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 3 Commissioner:

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

Precinct 2 Commissioner:

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

Precinct 4 Commissioner:

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

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

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

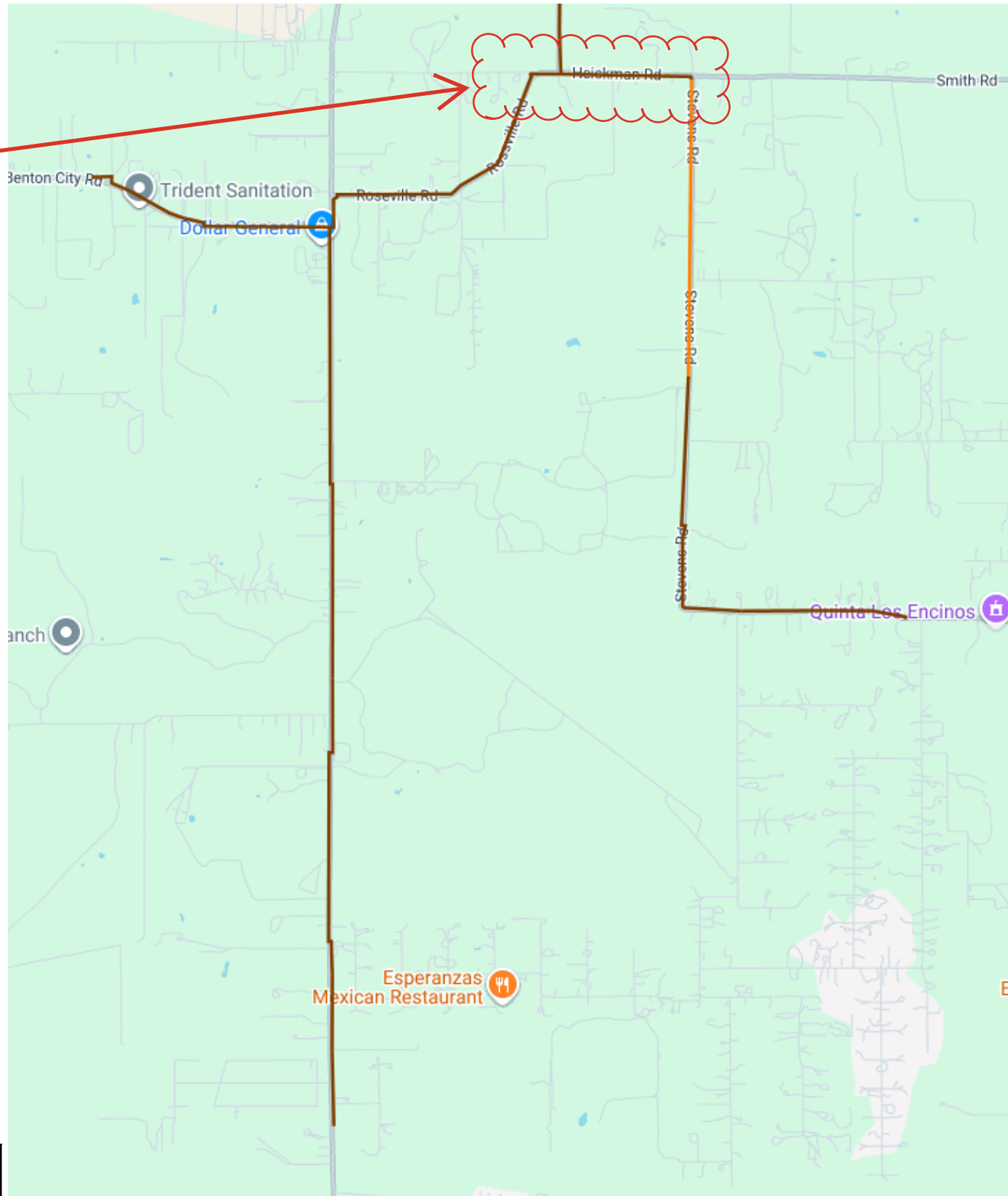
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
	EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
	PHONE: 281-229-0849	FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: C1 OF C5
TWNESH: --	RNG: --	SEC: --

C1



**HEICKMAN RD -
ROW APPLICATION**

CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

LEGENDS

LINETYPES	AREA OF USE
	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL	DESCRIPTION
C/L	CENTER LINE
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
U/E	UTILITY EASEMENT
P/L	PROPERTY LINE
	CO DIRECTION
	EXISTING MH/HH
	PROPOSED MH/HH
	NORTH ARROW
	CO/EXCHANGE
	SPLICE POINT
	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
	FRONTIER POLE
	EXISTING SPLICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
	HUB DIRECTION
	TREE TRIMING
	FRONTIER POLE REMOVAL
	FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES	

REVISIONS

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

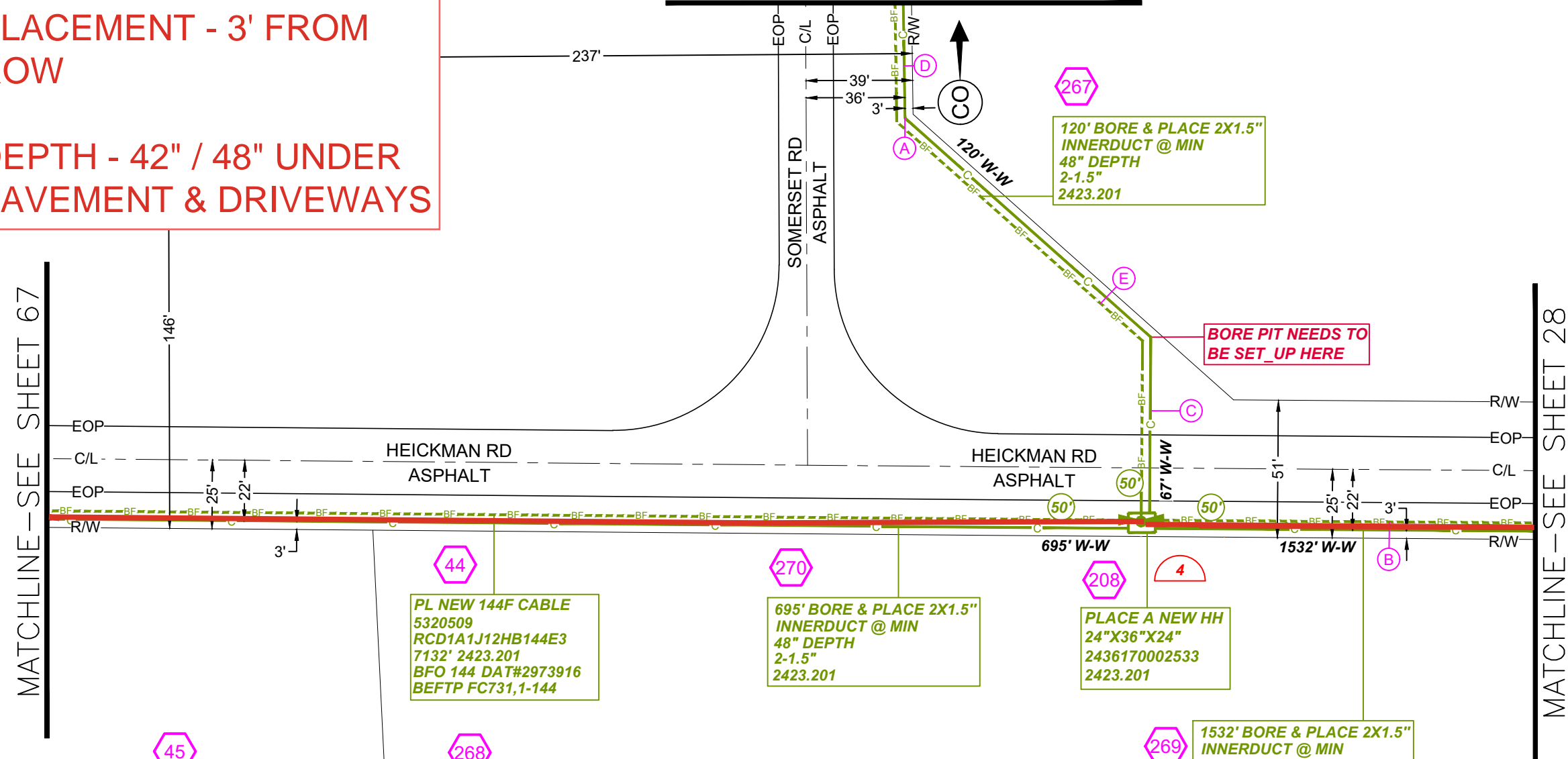
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: NTS	CNTY: BEXAR/ATASCOSA FILE: --
TWNSHP: --	TAX DISTRICT: -- DWG: L OF L
	RNG: -- SEC: --

L

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**

MATCHLINE—SEE SHEET 26



MATCHLINE—SEE SHEET 67

MATCHLINE—SEE SHEET 28

PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501

1-800-344-8377

****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 27 OF 132
TWNSHP: --	RNG: --	SEC: --

**NOTE: ALL THE BURIED
PLACEMENT WILL
MAINTAIN ±3' HORIZONTAL
CLEARANCE FROM
EXISTING UTILITIES.**

**DIRECTIONAL BORE
 PLACEMENT - 3' FROM
 ROW**

**DEPTH - 42" / 48" UNDER
 PAVEMENT & DRIVEWAYS**



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION**
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD**



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

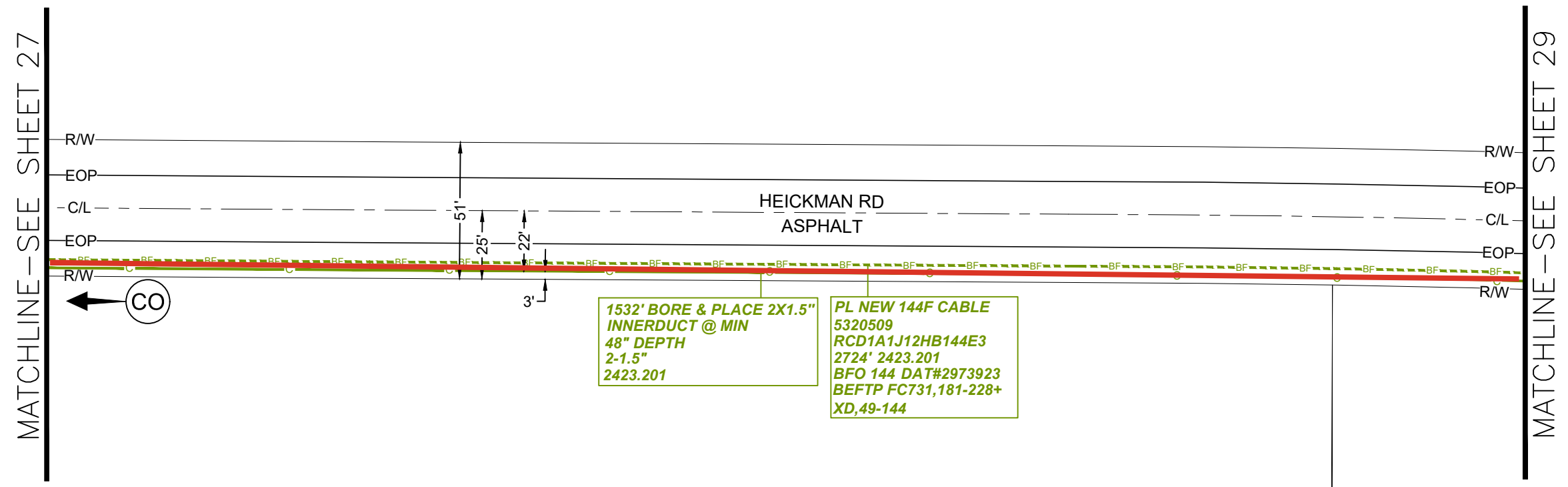
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
	CNTY: BEXAR/ATASCOSA FILE: --
	DWG: 28 OF 132
	SEC: --

28



1532' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 2724' 2423.201 BFO 144 DAT#2973923 BEFTP FC731,181-228+ XD,49-144

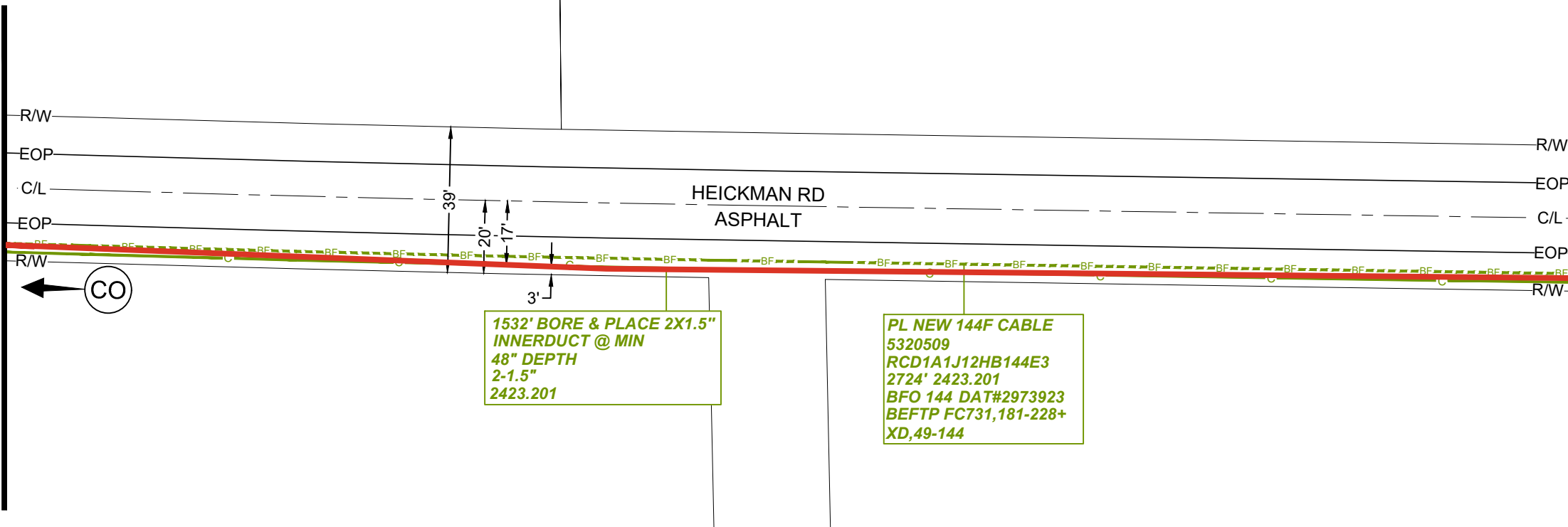
NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**

MATCHLINE - SEE SHEET 28

MATCHLINE - SEE SHEET 30



**NOTE: ALL THE BURIED
PLACEMENT WILL
MAINTAIN ±3' HORIZONTAL
CLEARANCE FROM
EXISTING UTILITIES.**



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**

STOP and LOOK UP

1-800-344-8377

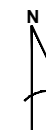
*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



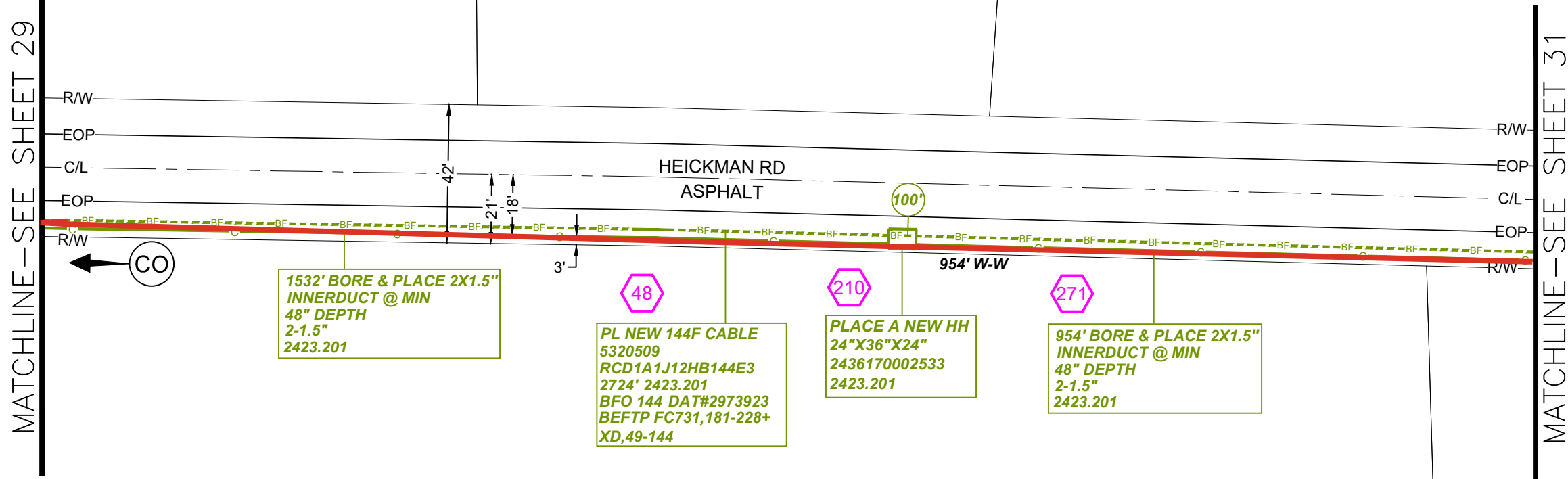
**SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)**

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
DWG: 29 OF 132	SEC: --

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**

STOP and LOOK UP

1-800-344-8377

*****OVERLASH ON EXISTING AERIAL LEAD*****

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FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



**SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)**

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 30 OF 132
TWNSHP: --	RNG: --	SEC: --

DIRECTIONAL BORE
 PLACEMENT - 3' FROM ROW
 DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD

 STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

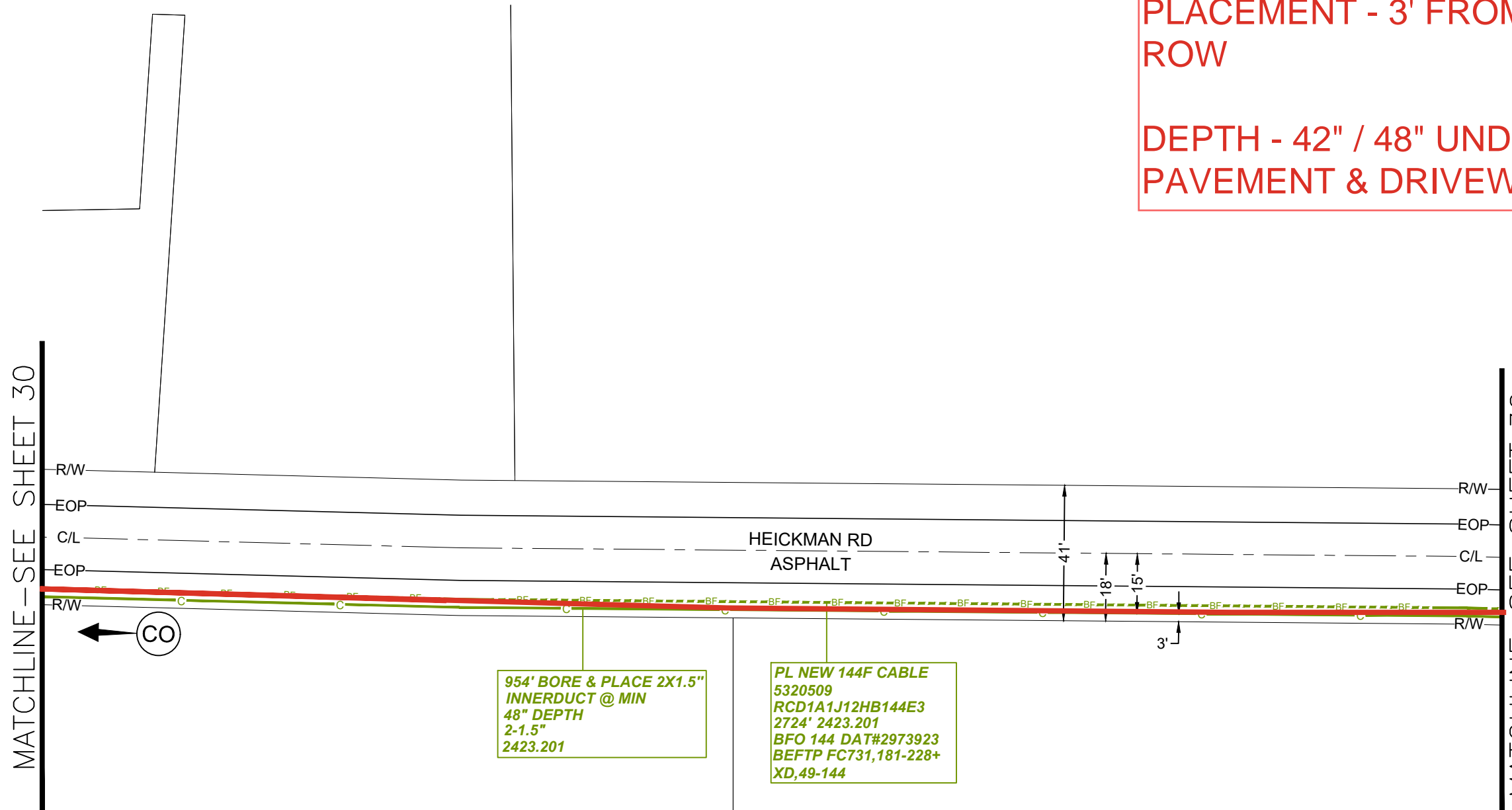
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 31 OF 132
TWNSHP: --	RNG: --	SEC: --

31



954' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 2724' 2423.201 BFO 144 DAT#2973923 BEFTP FC731,181-228+ XD,49-144

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE - SEE SHEET 30

MATCHLINE - SEE SHEET 32

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	DRAWN DATE: 3/7/2024
ENGR: DARRIN ALBRECHT	PHONE: 281-229-0849
CNTY: BEXAR/ATASCOSA	FILE: --
SCALE: 1:50	TAX DISTRICT: --
DWG: 32 OF 132	TWNHP: --
SEC: --	RNG: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW
DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS

NOTE: ALL THE BURIED
PLACEMENT WILL
MAINTAIN ±3' HORIZONTAL
CLEARANCE FROM
EXISTING UTILITIES.

- (A) ACCOUNT CODE CHANGE ONLY
- (272) 34' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201
- (273) 33' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201
- (C) 954' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

BORE PIT NEEDS TO
BE SET_UP HERE

BORE PIT NEEDS TO
BE SET_UP HERE

PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
2724' 2423.201
BFO 144 DAT#2973923
BEFTP FC731,181-228+
XD,49-144

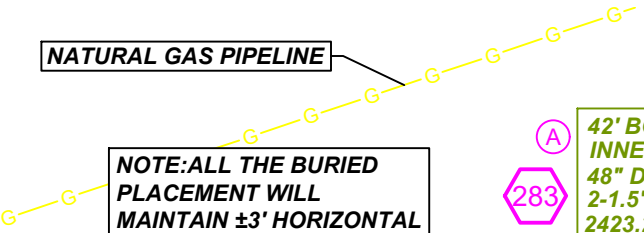
PL NEW AE 144F CABLE
5320509
RCD1A1J12HB144E3
5002' 2421.201
FO 144 DAT#2973924
BEFTP FC731,181-228+
XD,49-144

OVERLASH NEW FTR AE FIBER
CABLE ONTO THE EXISTING CABLE
FROM POLE P#UNK
(29.200892,-98.660256)
TO POLE P#UNK
(29.187764,-98.660377)
ALL ALONG THE ROUTE GOING
TOWARDS SOUTH.

TXUE
P#UNK
LAT: 29.200892
LONG: -98.660256
RISER 21'

MATCHLINE-SEE SHEET 31

MATCHLINE-SEE SHEET 33



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

(A)
283
42' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

(C)
695' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

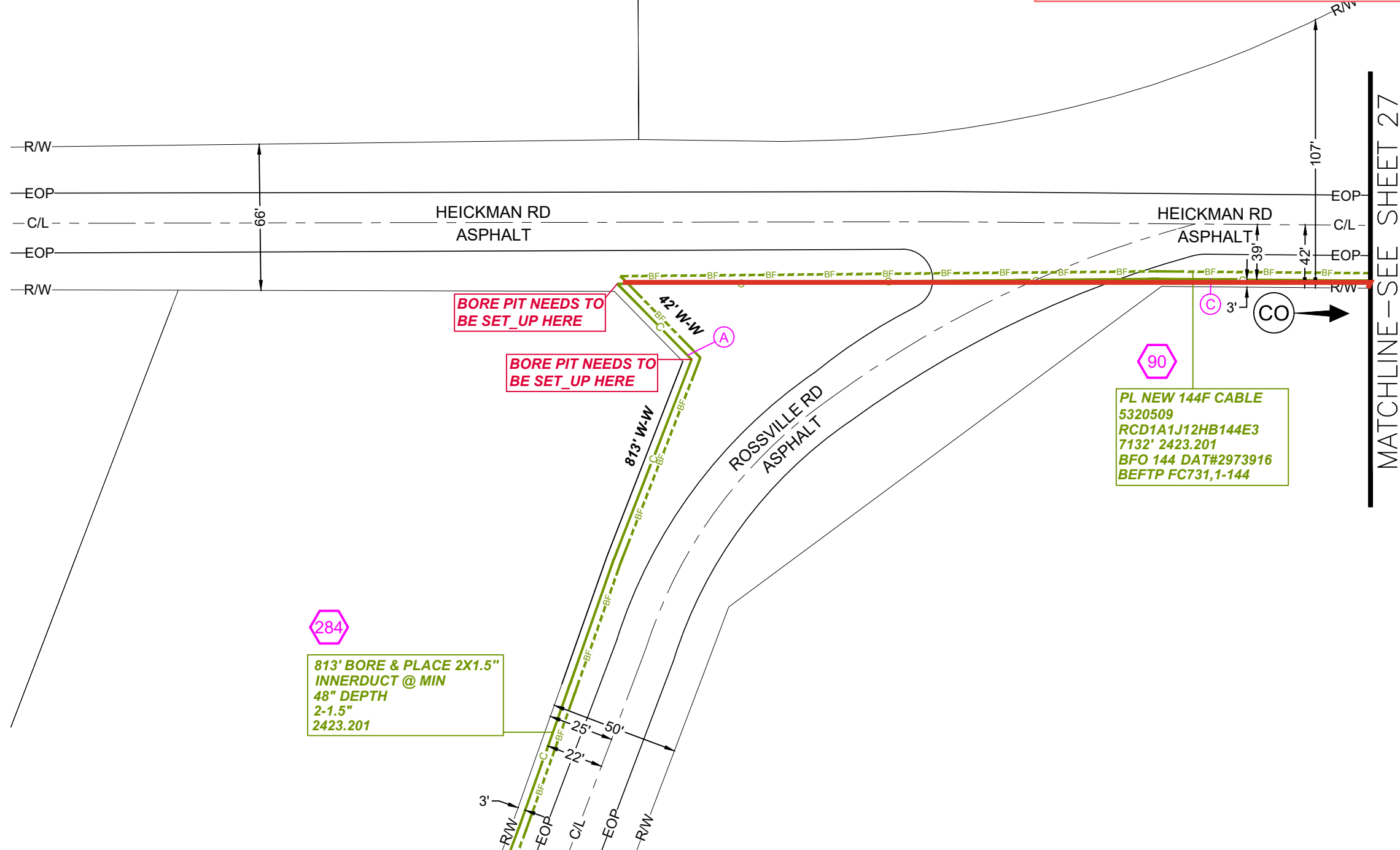
284
813' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

BORE PIT NEEDS TO BE SET UP HERE

BORE PIT NEEDS TO BE SET UP HERE

90
PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
7132' 2423.201
BFO 144 DAT#2973916
BEFTP FC731,1-144

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



MATCHLINE-SEE SHEET 68

MATCHLINE-SEE SHEET 27

PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD
ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 67 OF 132
TWNESH: --	RNG: --	SEC: --

67

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

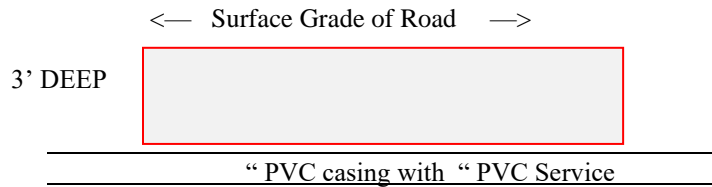
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 9/12/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore
line within the right-of-way of Rossville Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 5200 ft (0.98/mile)

(Please see attached map)
—Diagram Location



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

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

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

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

8. Construction of this line will begin on or after the 1 day of OCTOBER, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage

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

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

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

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

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

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Devin Gould

Signature *Devin Gould*

Title Permits - Project Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 409-313-3755

Fax No. _____

To: _____

Roadway Rossville Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 Atascosa County, Texas
Date: 9/12/2025

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.

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

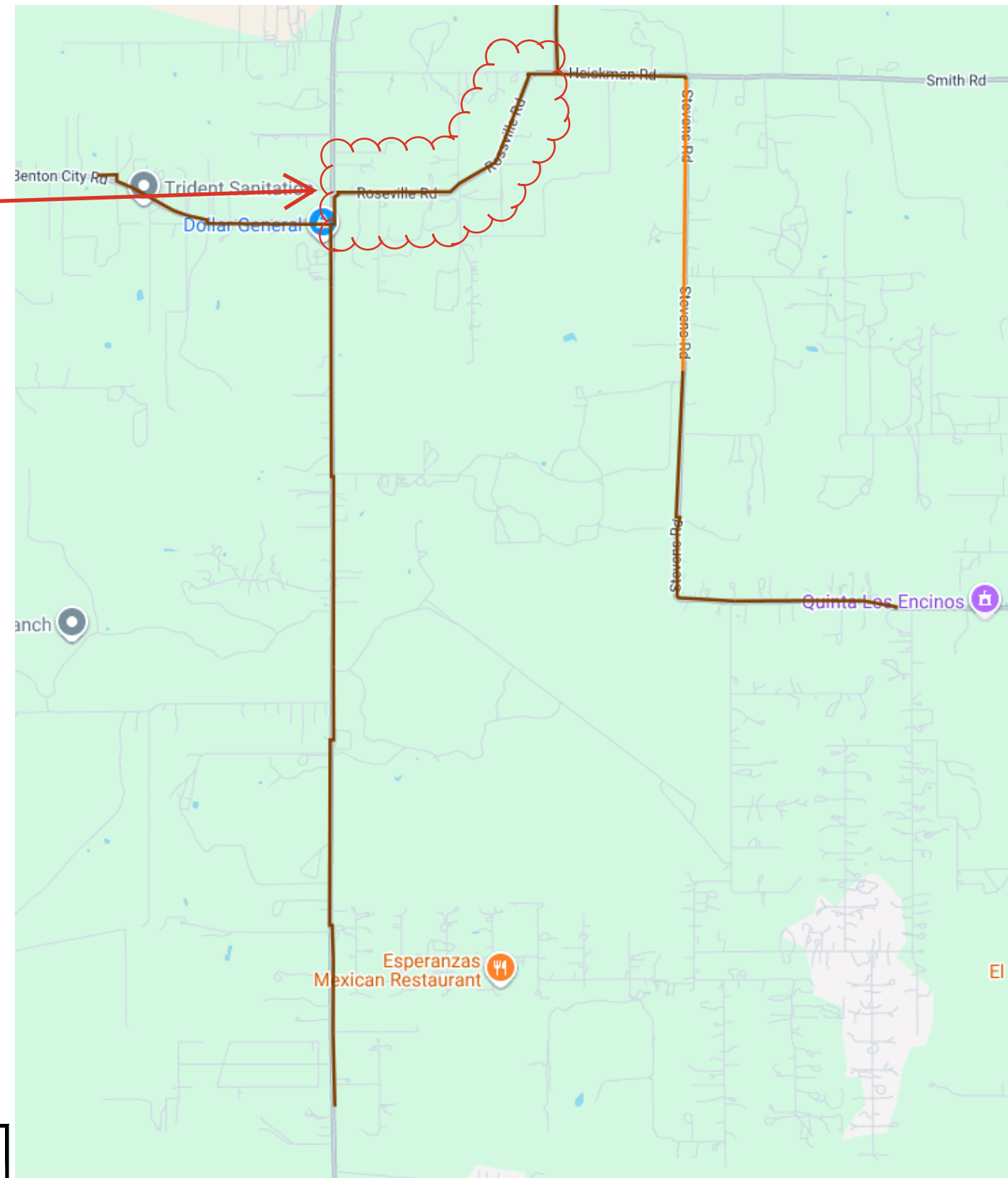
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT
PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA
FILE: --	
SCALE: NTS	TAX DISTRICT: --
DWG: C1 OF C5	
TWNESH: --	RNG: --
SEC: --	

**ROSSVILLE RD -
ROW APPLICATION**



CABLE DESIGN

SMRT 2025 FTTH FEEDER ROUTE 3

8160 9TH ST (H3001-H3010)

**C.O. 8160 9TH ST, SOMERSET,
TX 78069**

C1

LEGENDS

LINETYPES	AREA OF USE
	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL	DESCRIPTION
C/L	CENTER LINE
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
U/E	UTILITY EASEMENT
P/L	PROPERTY LINE
	CO DIRECTION
	EXISTING MH/HH
	PROPOSED MH/HH
	NORTH ARROW
	CO/EXCHANGE
	SPLICE POINT
	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
	FRONTIER POLE
	EXISTING SPLICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
	HUB DIRECTION
	TREE TRIMING
	FRONTIER POLE REMOVAL
	FOREIGN OWNED POLE REMOVAL



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

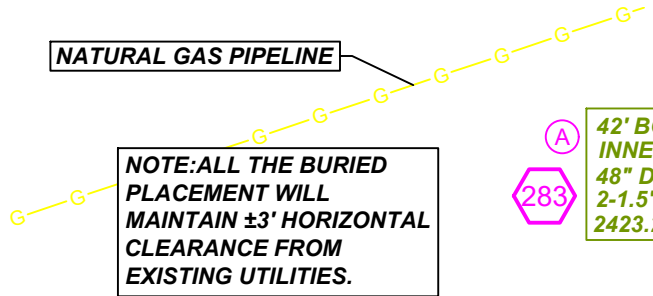
REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: NTS	CNTY: BEXAR/ATASCOSA FILE: --
TWNSHP: --	TAX DISTRICT: -- DWG: L OF L
	RNG: -- SEC: --

L



(A)
283
42' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

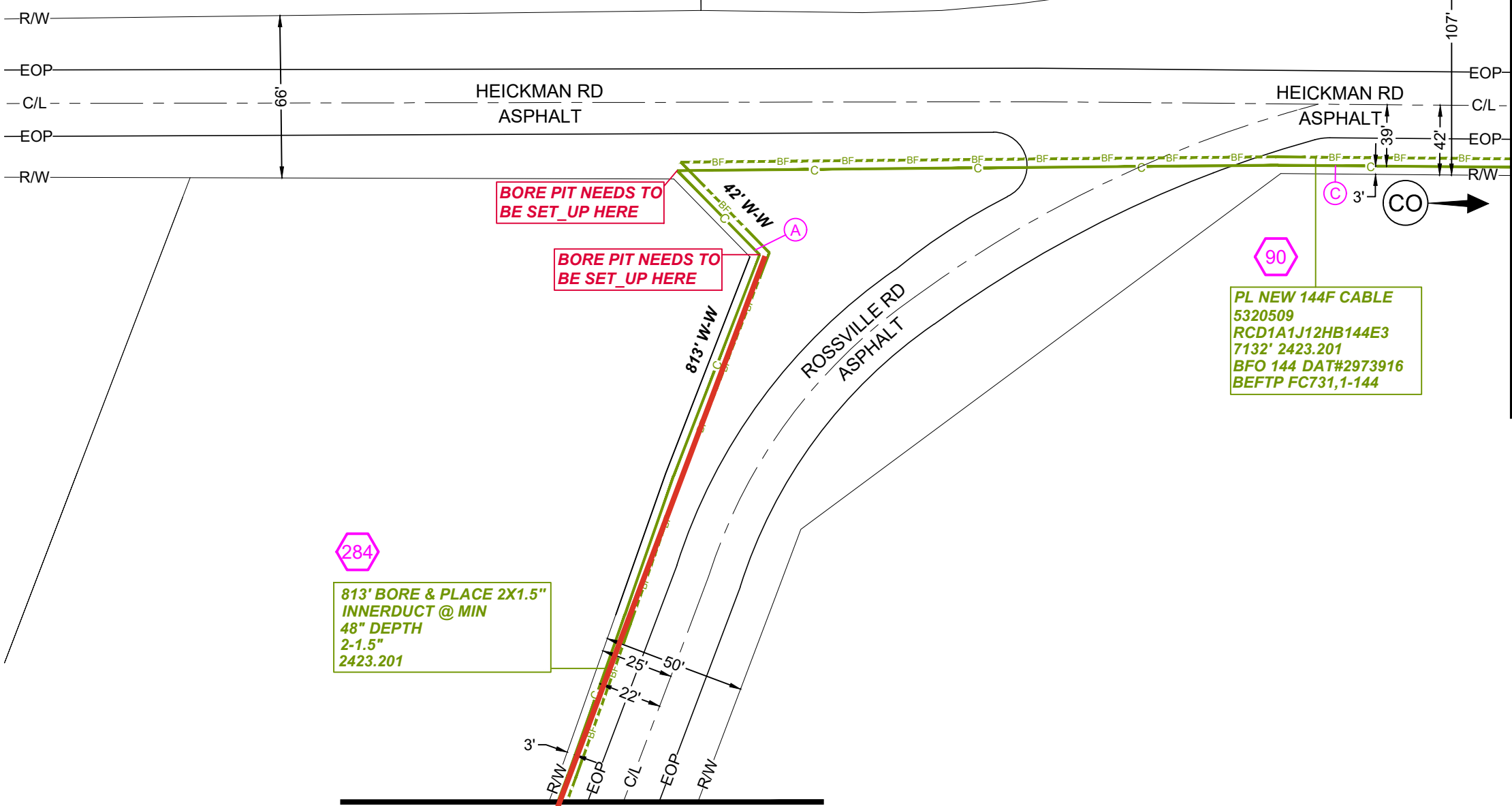
(C)
695' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

(A)
284
813' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

BORE PIT NEEDS TO BE SET UP HERE

BORE PIT NEEDS TO BE SET UP HERE

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



MATCHLINE - SEE SHEET 68

MATCHLINE - SEE SHEET 27



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD

1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****
*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
ENGR: DARRIN ALBRECHT	EXCH. CODE: 70494
PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA
TAX DISTRICT: --	FILE: --
RNG: --	DWG: 67 OF 132
TWNSHP: --	SEC: --

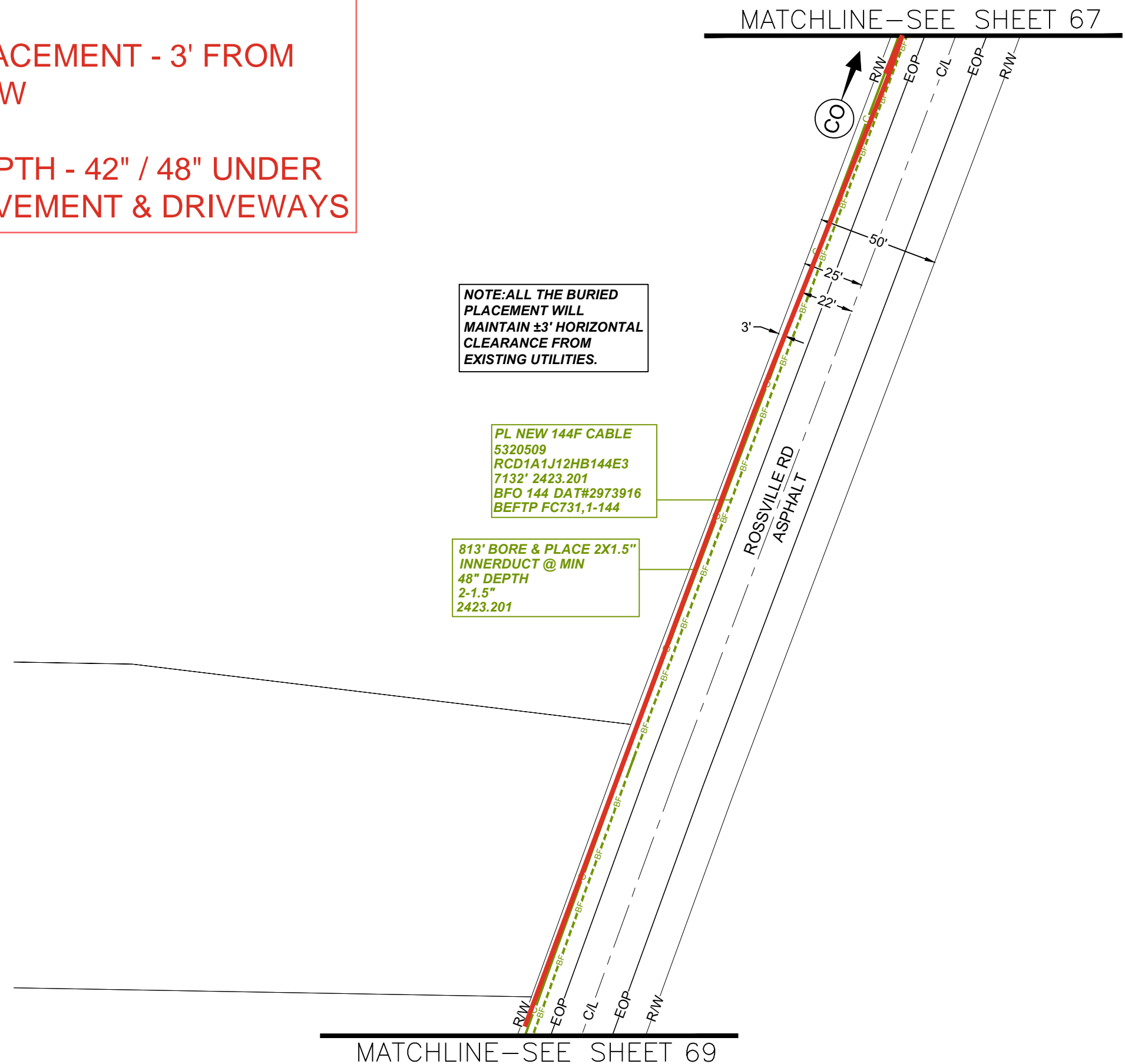
DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 67

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 7132' 2423.201
 BFO 144 DAT#2973916
 BEFTP FC731,1-144

813' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201



MATCHLINE—SEE SHEET 69



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

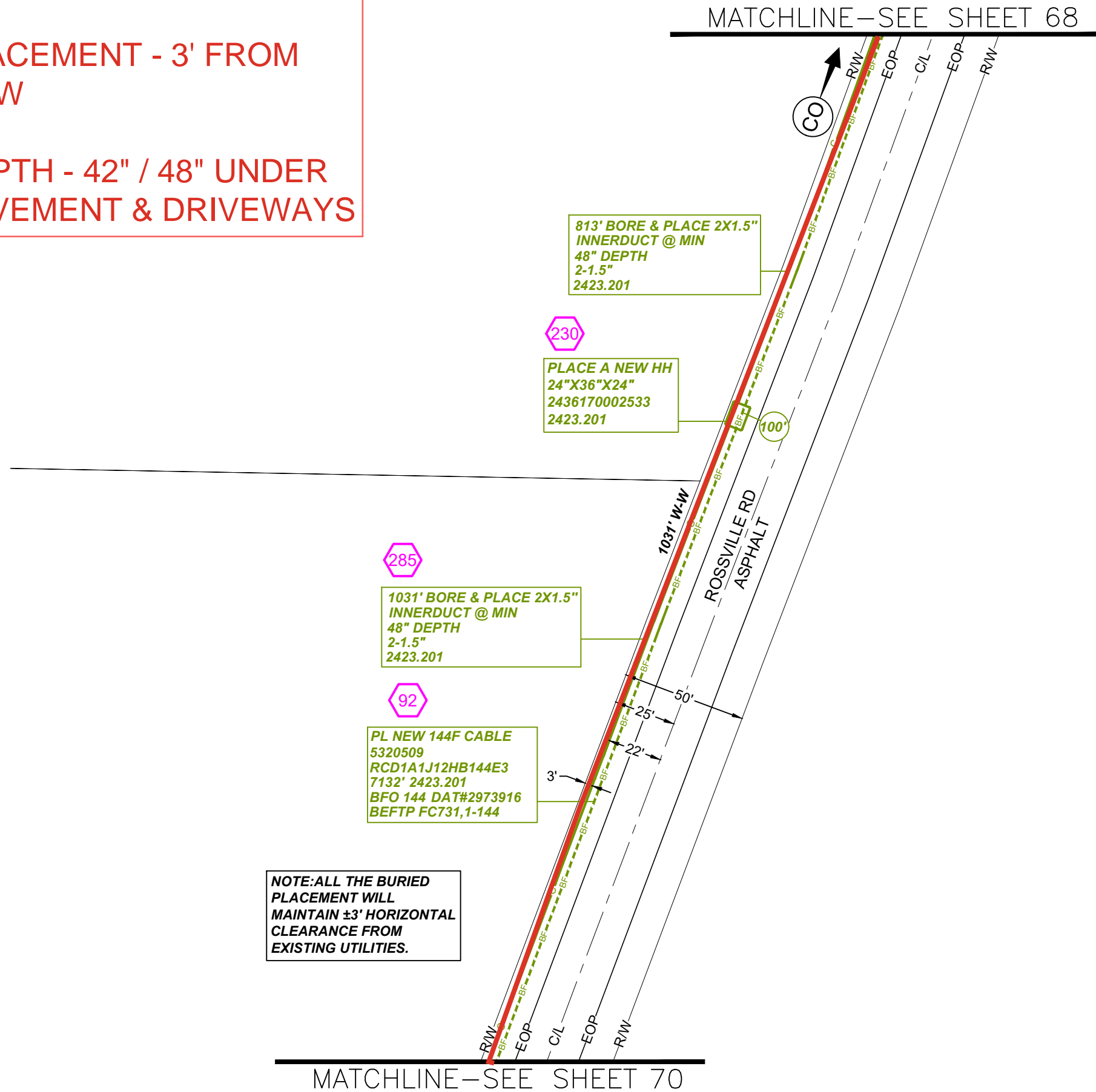
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 68 OF 132
TWNSHP: --	RNG: --	SEC: --

68

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

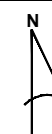
OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNESH: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
DWG: 69 OF 132	SEC: --

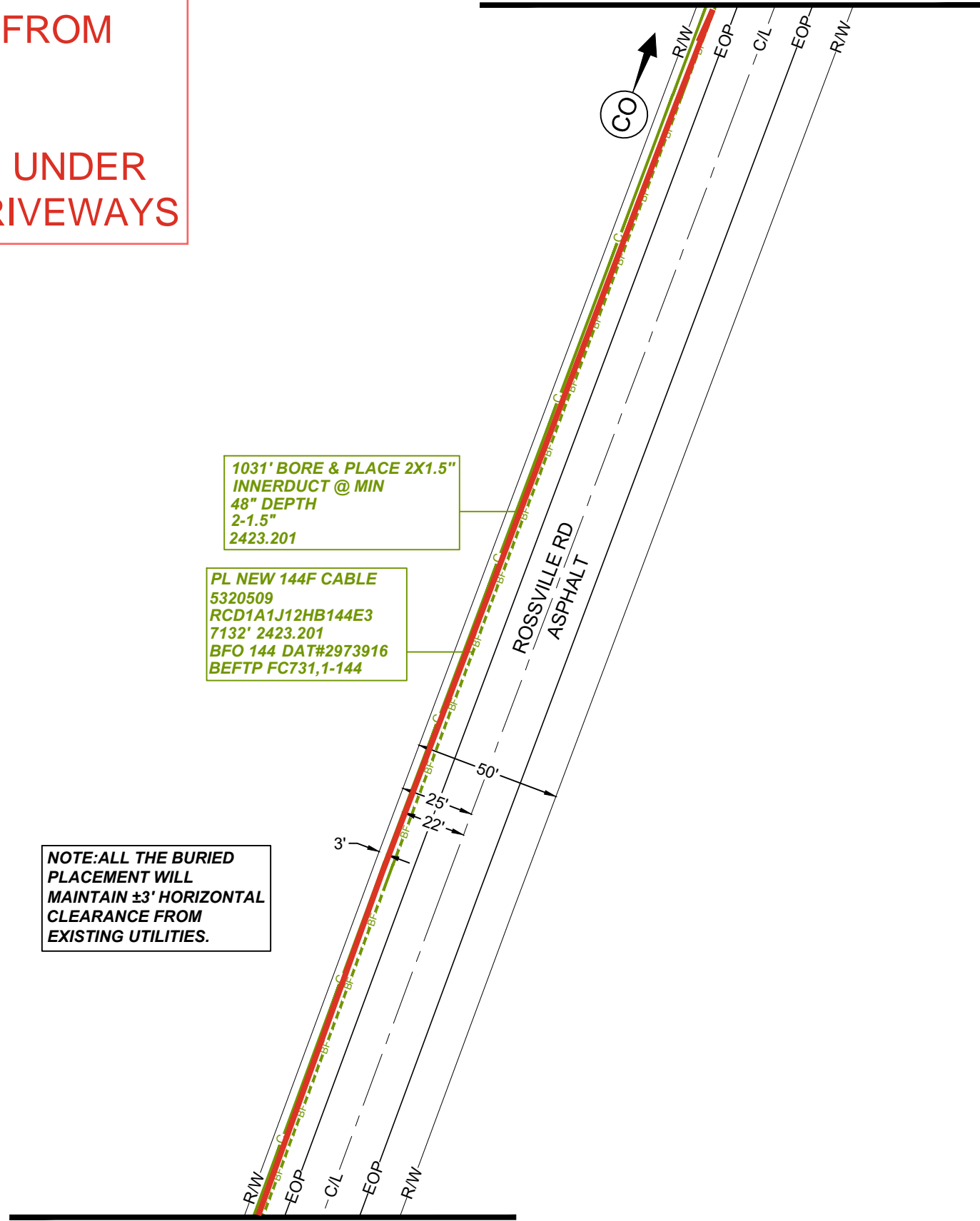
69

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 69



1031' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 7132' 2423.201 BFO 144 DAT#2973916 BEFTP FC731,1-144

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE—SEE SHEET 71



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 70 OF 132
TWNSHP: --	RNG: --	SEC: --

70

PEARCE ENGINEER: TUSHAR ANGRISH
 CONTACT NUMBER: 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD
 STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
SCALE: 1:50	PHONE: 281-229-0849	FILE: --
TWNSHP: --	TAX DISTRICT: --	DWG: 71 OF 132
	RNG: --	SEC: --

71

MATCHLINE—SEE SHEET 70

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

1031' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

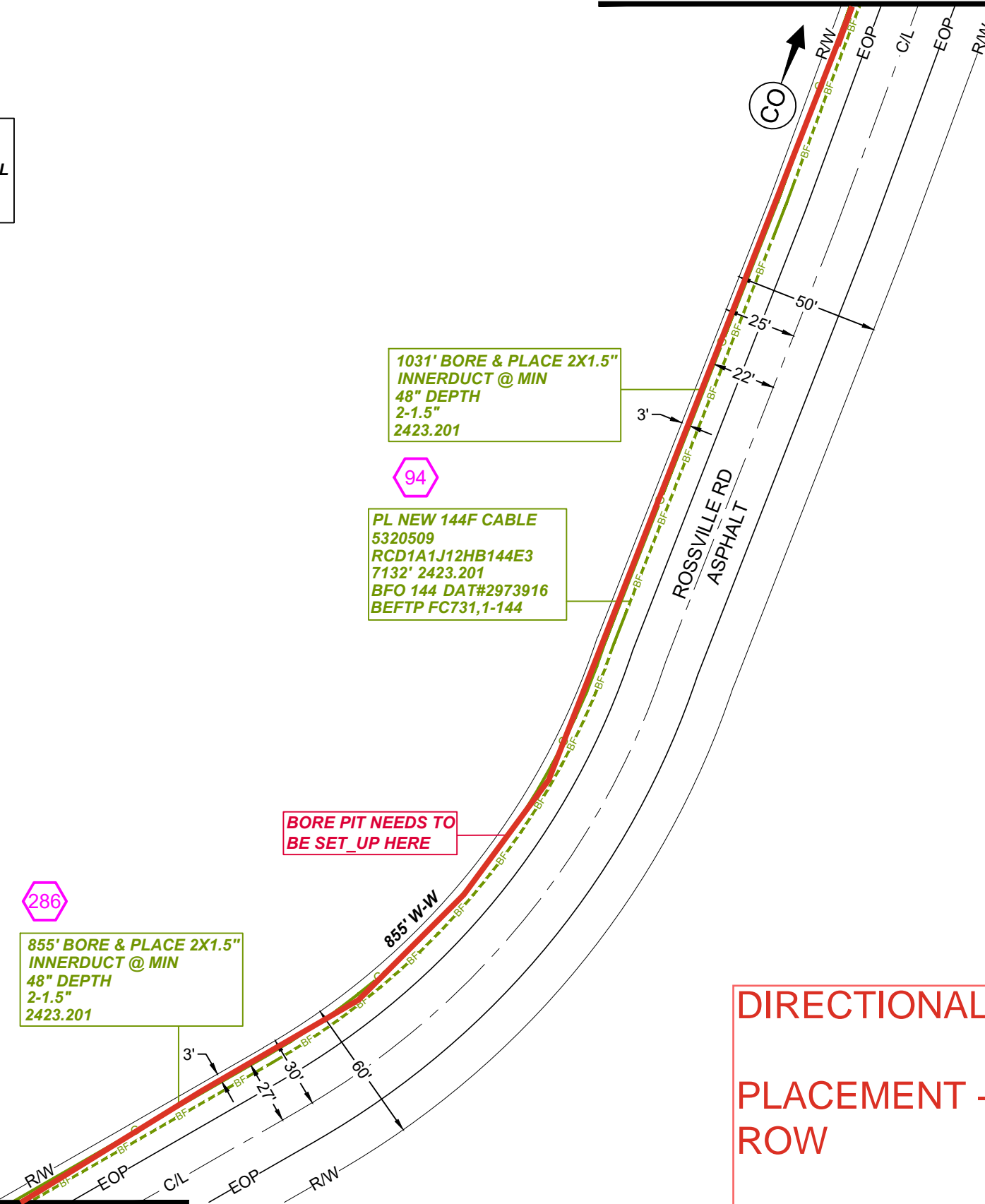
PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 7132' 2423.201 BFO 144 DAT#2973916 BEFTP FC731,1-144

855' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

BORE PIT NEEDS TO BE SET UP HERE

DIRECTIONAL BORE
 PLACEMENT - 3' FROM ROW
 DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 72



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS

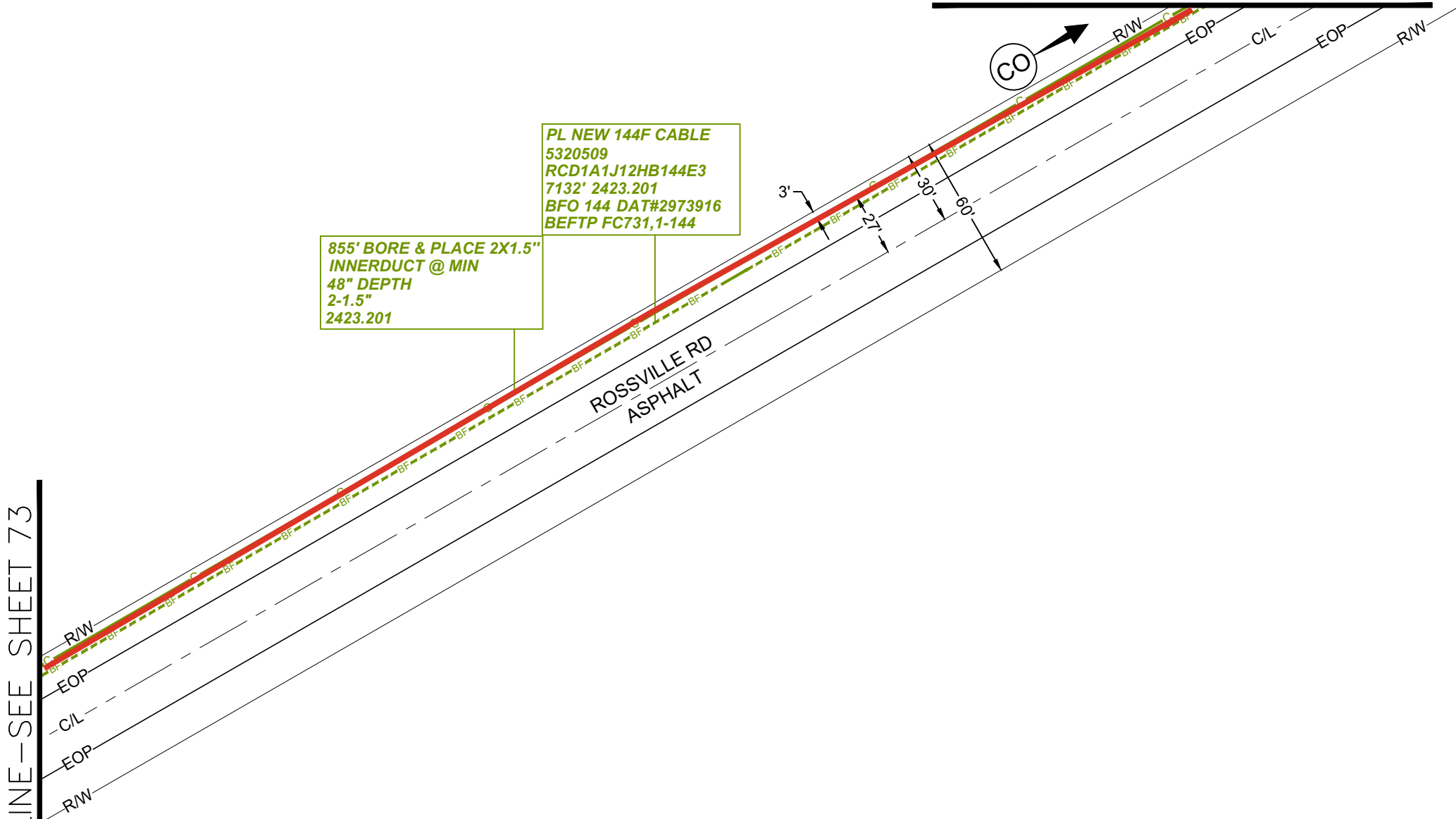


SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	CNTY: BEXAR/ATASCOSA
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
FILE: --	DWG: 72 OF 132
SEC: --	

MATCHLINE—SEE SHEET 71

MATCHLINE—SEE SHEET 73



PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
7132' 2423.201
BFO 144 DAT#2973916
BEFTP FC731,1-144

855' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

ROSSVILLE RD ASPHALT

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW

DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**

**NOTE: ALL THE BURIED
PLACEMENT WILL
MAINTAIN ±3' HORIZONTAL
CLEARANCE FROM
EXISTING UTILITIES.**

DIRECTIONAL BORE

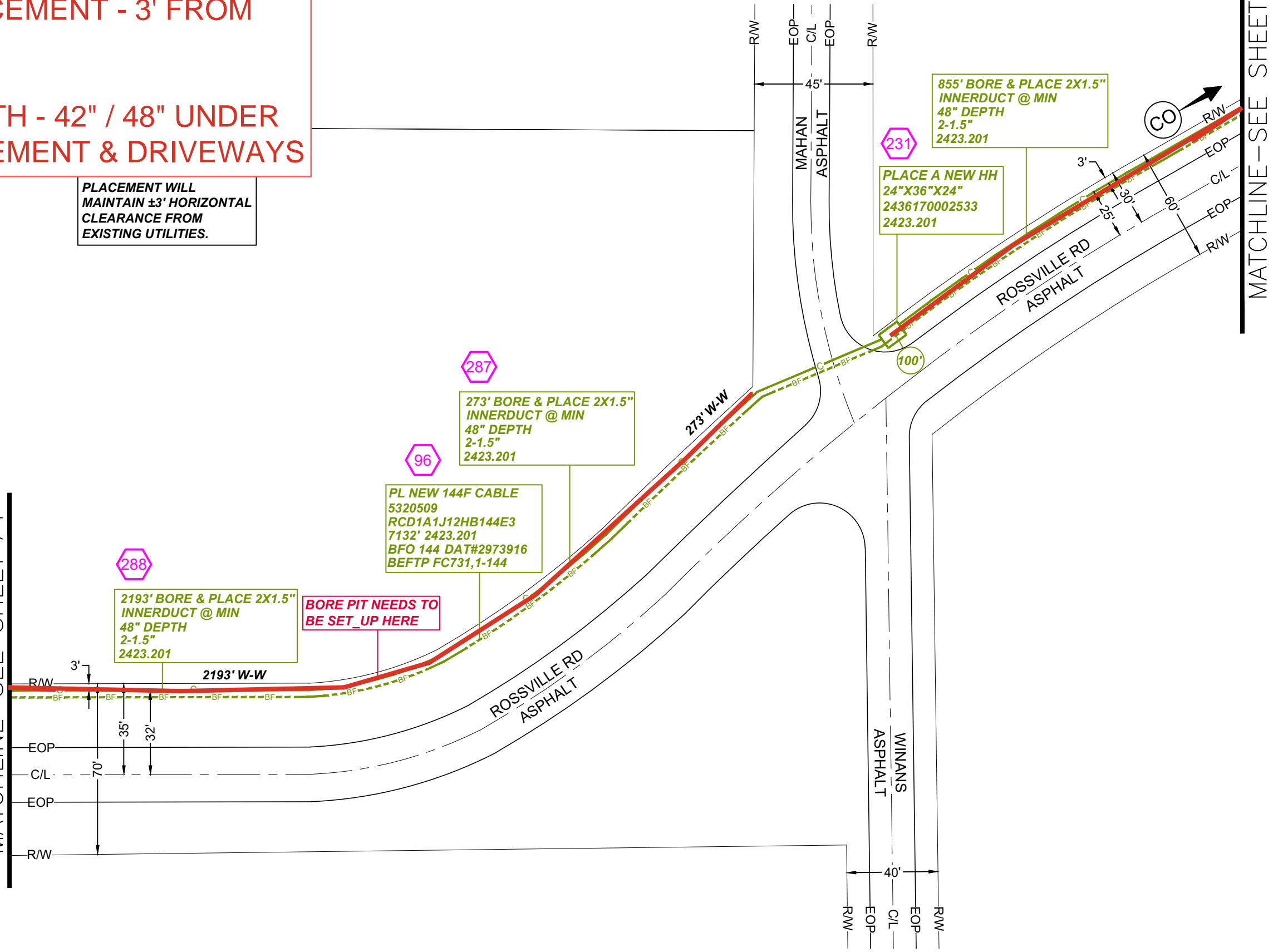
PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE—SEE SHEET 74

MATCHLINE—SEE SHEET 72



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS	DATE	DESCRIPTION



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: -- DWG: 73 OF 132
TWNSHP: --	RNG: -- SEC: --

DIRECTIONAL BORE
 PLACEMENT - 3' FROM
 ROW
 DEPTH - 42" / 48" UNDER
 PAVEMENT & DRIVEWAYS



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

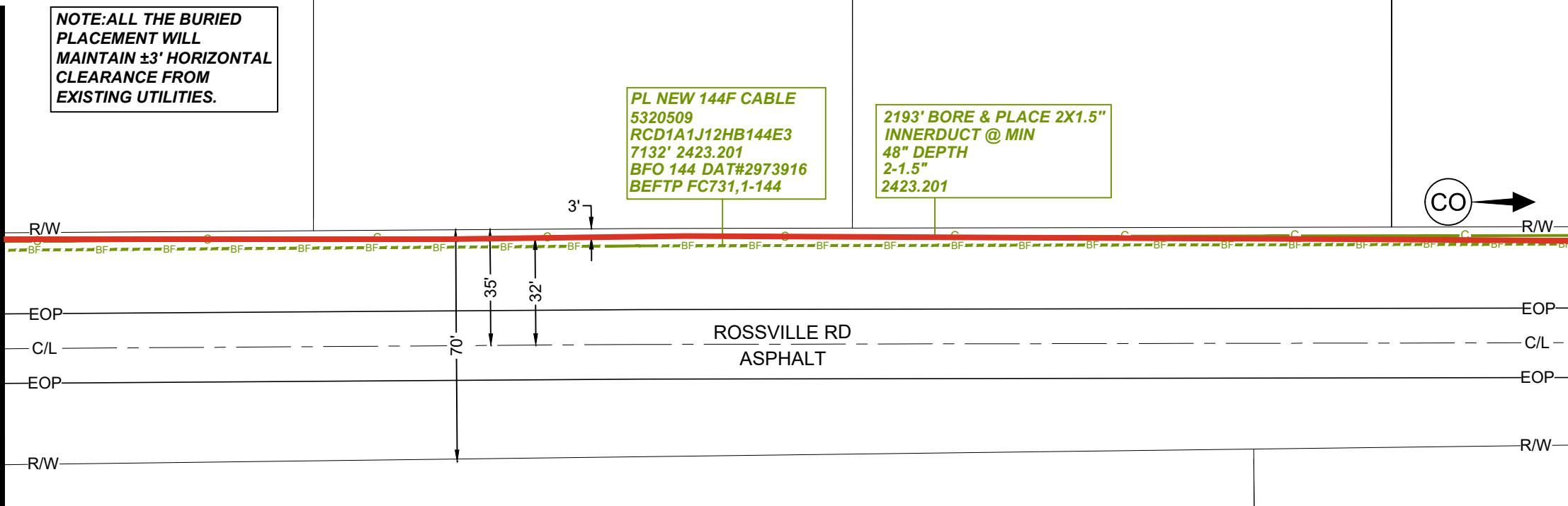
PROJECT NUMBER: 5320509 C.O AREA: SOMERSET EXCH. CODE: 70494

DRAWN DATE: 3/7/2024 ENGR: DARRIN ALBRECHT PHONE: 281-229-0849 CNTY: BEXAR/ATASCOSA FILE: --

SCALE: 1:50 TAX DISTRICT: -- DWG: 74 OF 132
 TOWNSHIP: -- RING: -- SEC: --

MATCHLINE-SEE SHEET 75

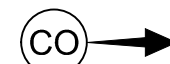
MATCHLINE-SEE SHEET 73



NOTE: ALL THE BURIED
 PLACEMENT WILL
 MAINTAIN ±3' HORIZONTAL
 CLEARANCE FROM
 EXISTING UTILITIES.

PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 7132' 2423.201
 BFO 144 DAT#2973916
 BEFTP FC731,1-144

2193' BORE & PLACE 2X1.5"
 INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

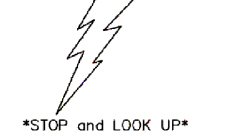


PEARCE ENGINEER: TUSHAR ANGRISH

CONTACT NUMBER: 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

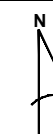
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 75 OF 132
TWNSHP: --	RNG: --	SEC: --

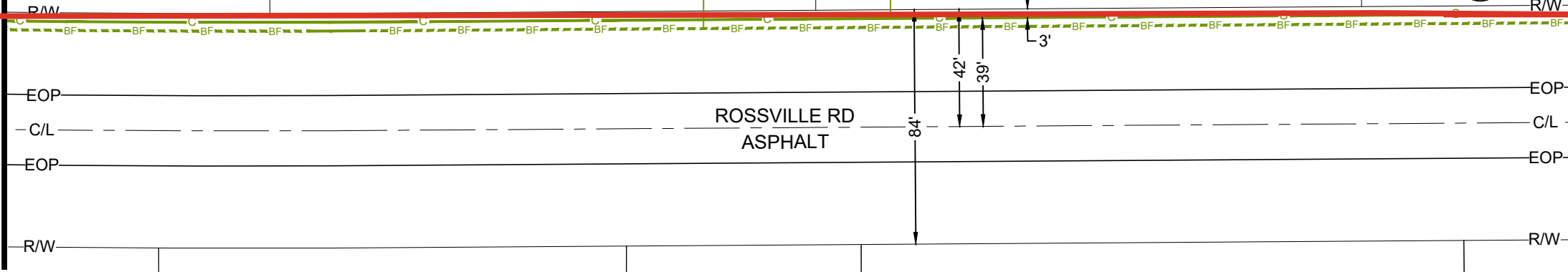
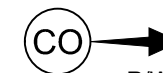
MATCHLINE—SEE SHEET 76

MATCHLINE—SEE SHEET 74

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
7132' 2423.201
BFO 144 DAT#2973916
BEFTP FC731,1-144

2193' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201



**DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS**

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNIT / ACCT CODE	QUANTITY

REVISIONS

NO.	DATE	DESCRIPTION



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
	EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 76 OF 132
TWNSHP: --	RNG: --	SEC: --

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
7132' 2423.201
BFO 144 DAT#2973916
BEFTP FC731,1-144

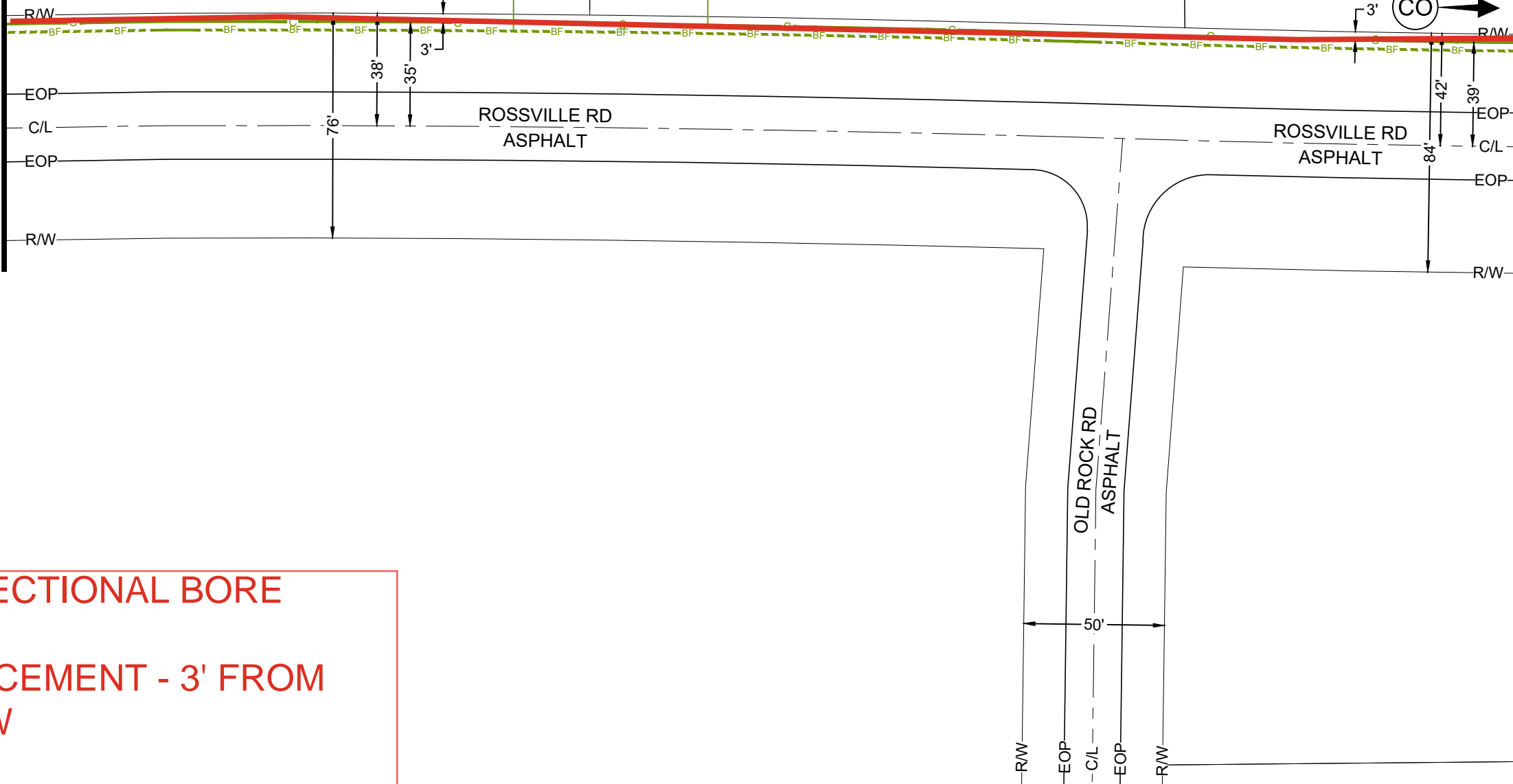
2193' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

MATCHLINE—SEE SHEET 77

MATCHLINE—SEE SHEET 75

DIRECTIONAL BORE PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

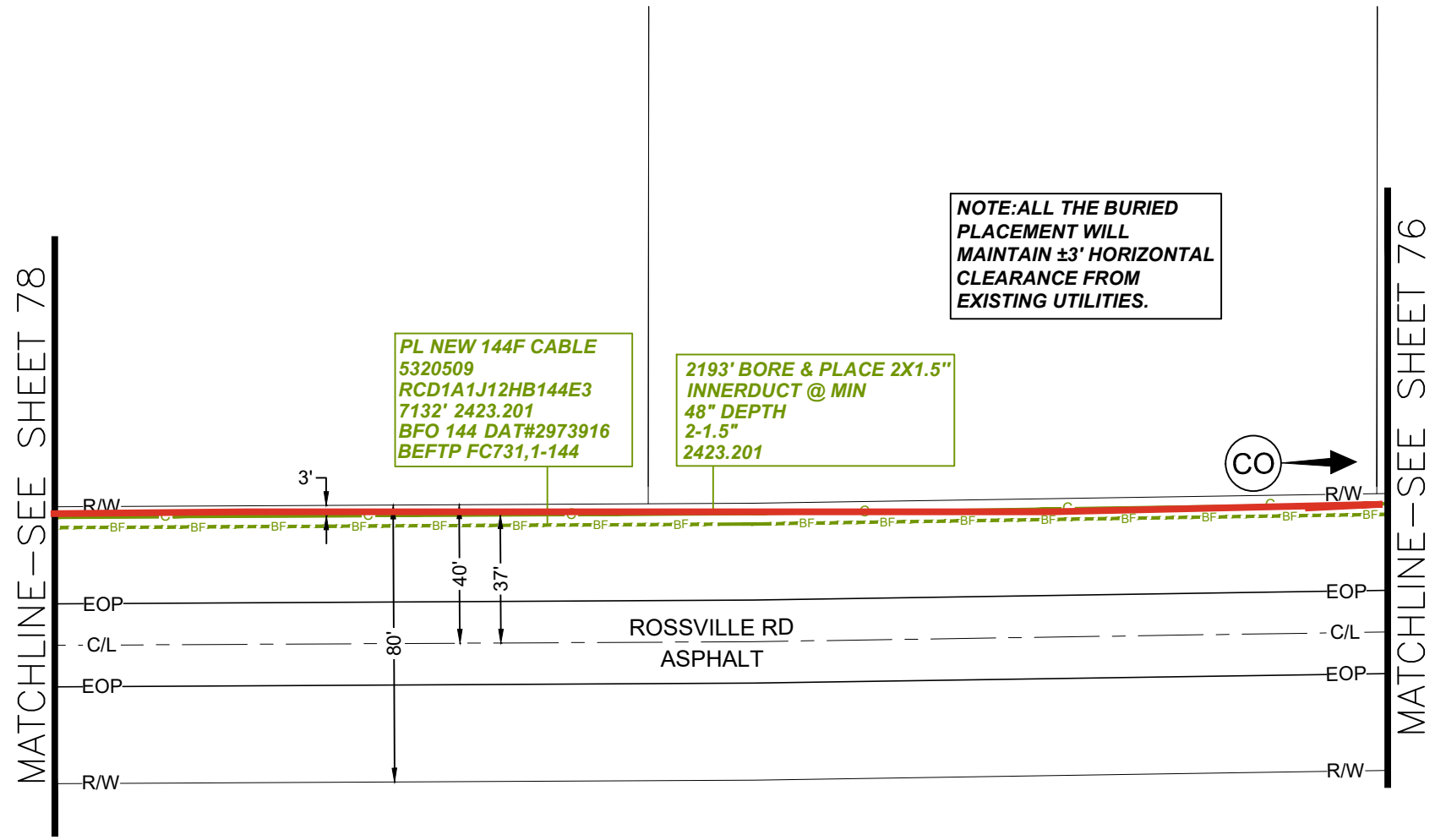
UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNHP: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
DWG: 77 OF 132	SEC: --



PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
7132' 2423.201
BFO 144 DAT#2973916
BEFTP FC731,1-144

2193' BORE & PLACE 2X1.5"
INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

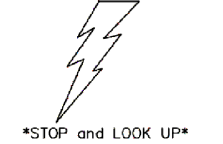
77

PEARCE ENGINEER TUSHAR ANGRISH
 CONTACT NUMBER 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD

1-800-344-8377



*****OVERLASH ON EXISTING AERIAL LEAD*****
*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509
 C.O AREA: SOMERSET
 EXCH. CODE: 70494
 DRAWN DATE: 3/7/2024
 ENGR: DARRIN ALBRECHT
 PHONE: 281-229-0849
 CNTY: BEXAR/ATASCOSA
 FILE: --
 SCALE: 1:50
 TAX DISTRICT: --
 DWG: 78 OF 132
 TWSHP: --
 RNG: --
 SEC: --

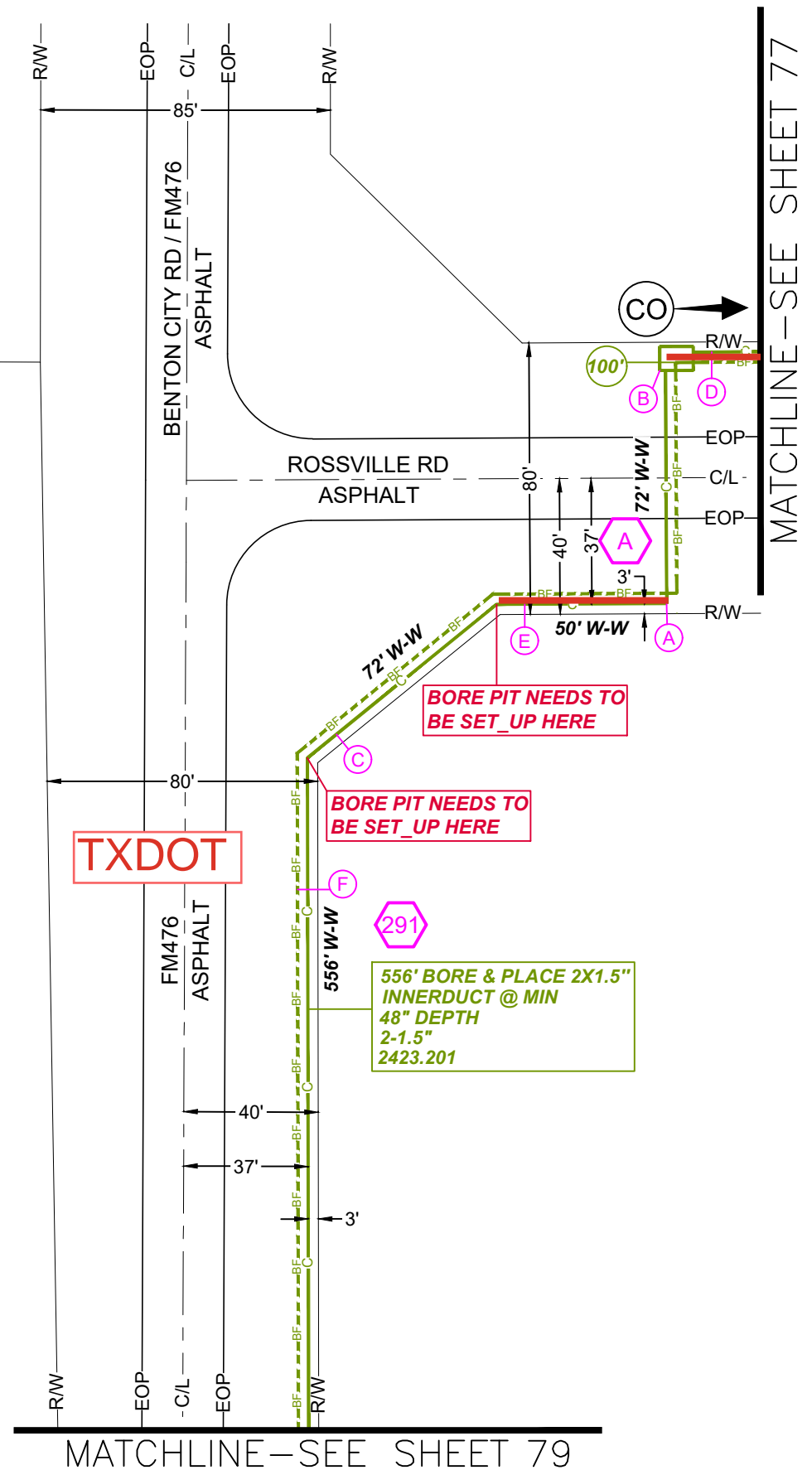
NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

- (A) **BORE PIT NEEDS TO BE SET UP HERE**
- (B) **PLACE A NEW HH 24"X36"X24" 2436170002533 2423.201**
- (C) **72' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**
- (D) **2193' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**
- (E) **50' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201**

DIRECTIONAL BORE PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

V 144F CABLE
 1J12HB144E3
 423.201
 4 DAT#2973916
 FC731,1-144



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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

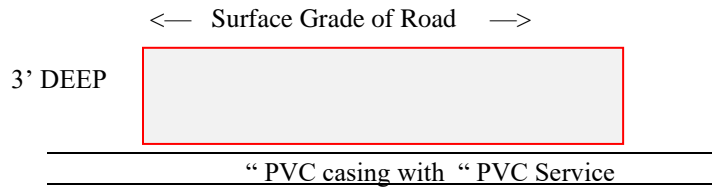
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 9/12/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore
line within the right-of-way of Somerset Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 975 ft

(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 1 day of OCTOBER, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage

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

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

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

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

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

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Devin Gould

Signature *Devin Gould*

Title Permits - Project Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 409-313-3755

Fax No. _____

To: _____

Roadway Somerset Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 Atascosa County, Texas
Date: 9/12/2025

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:

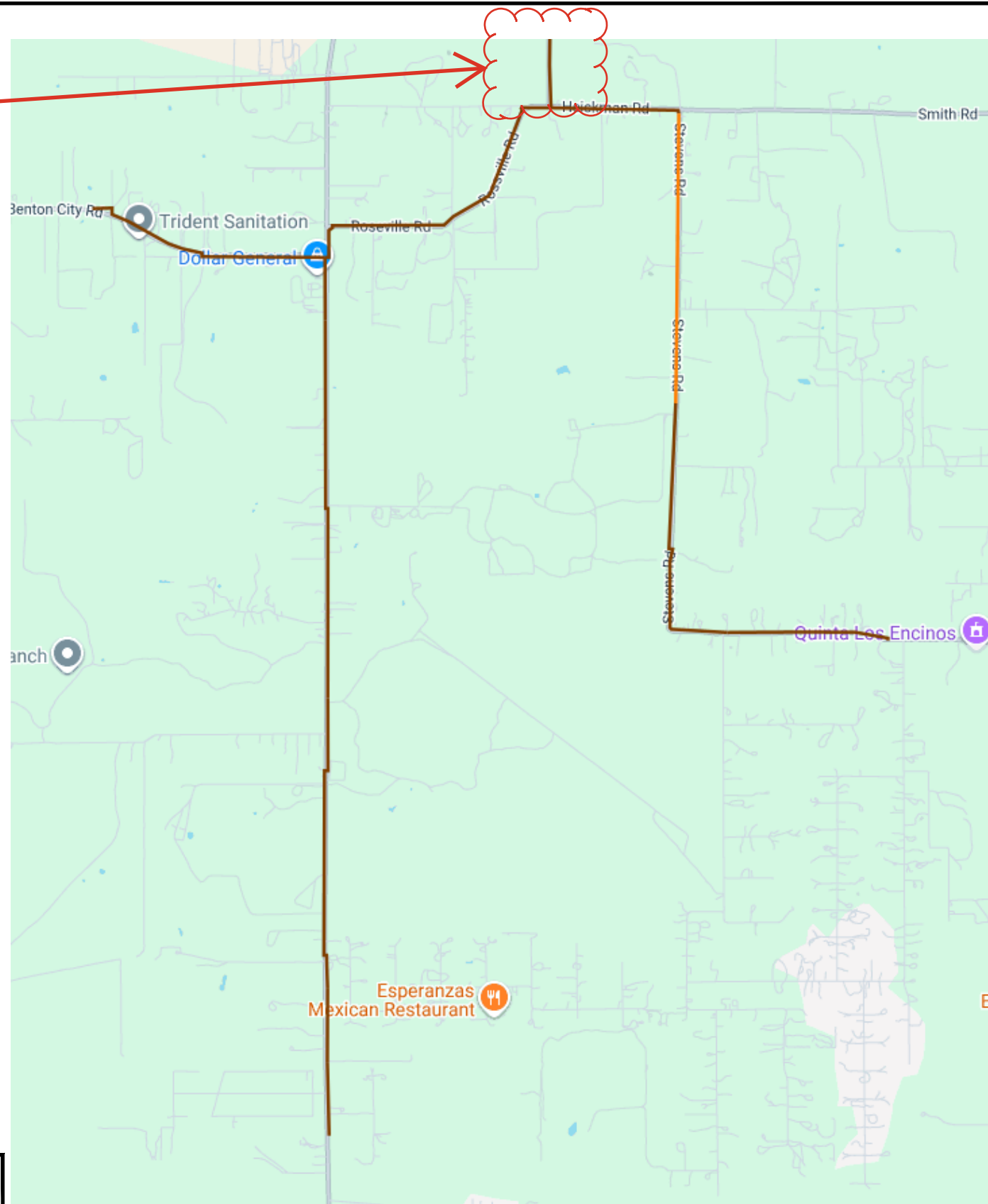
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

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.

**SOMERSET
RD ROW
APPLICATION**



CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

C1



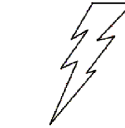
PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



1-800-344-8377

****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**



STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****
*****ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY*****
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	
	EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
	PHONE: 281-229-0849	FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: C1 OF C5
TWNESH: --	RNG: --	SEC: --

LEGENDS

LINETYPES	AREA OF USE
	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL	DESCRIPTION
C/L	CENTER LINE
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
U/E	UTILITY EASEMENT
P/L	PROPERTY LINE
	CO DIRECTION
	EXISTING MH/HH
	PROPOSED MH/HH
	NORTH ARROW
	CO/EXCHANGE
	SPLICE POINT
	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
	FRONTIER POLE
	EXISTING SPLICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
	HUB DIRECTION
	TREE TRIMING
	FRONTIER POLE REMOVAL
	FOREIGN OWNED POLE REMOVAL

PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

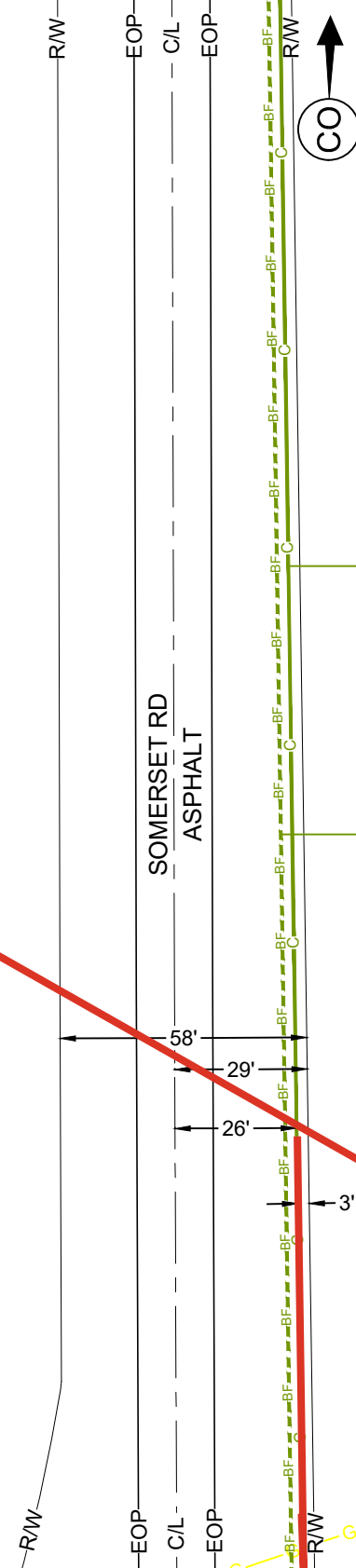
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: NTS	TAX DISTRICT: --	DWG: L OF L
TWNSHP: --	RNG: --	SEC: --

L

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**

MATCHLINE—SEE SHEET 24



861' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 288F CABLE 5320509 RCD1A1J24HB288E3 2242' 2423.201 BFO 288 DAT#2973915 BEFTP FC731,1-228+ XD,229-288

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

SOMERSET RD ASPHALT

APPROX CITY LIMITS

MATCHLINE—SEE SHEET 26



PEARCE ENGINEER TUSHAR ANGRISH
CONTACT NUMBER 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**

STOP and LOOK UP

1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
DRAWN DATE: 3/7/2024	EXCH. CODE: 70494
ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
PHONE: 281-229-0849	FILE: --
SCALE: 1:50	TAX DISTRICT: --
TWNHP: --	RNG: --
	SEC: --
	DWG: 25 OF 132

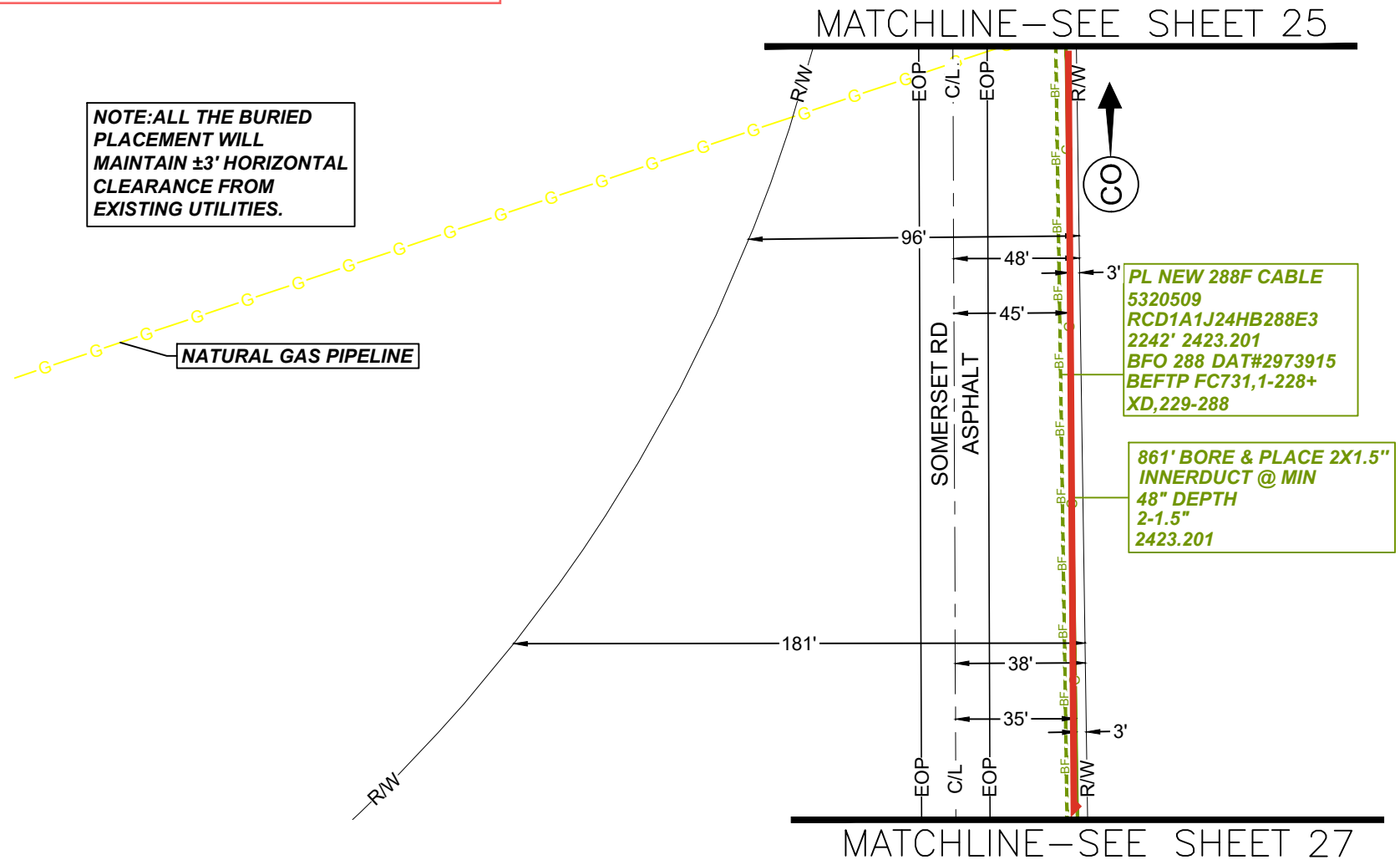
25

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



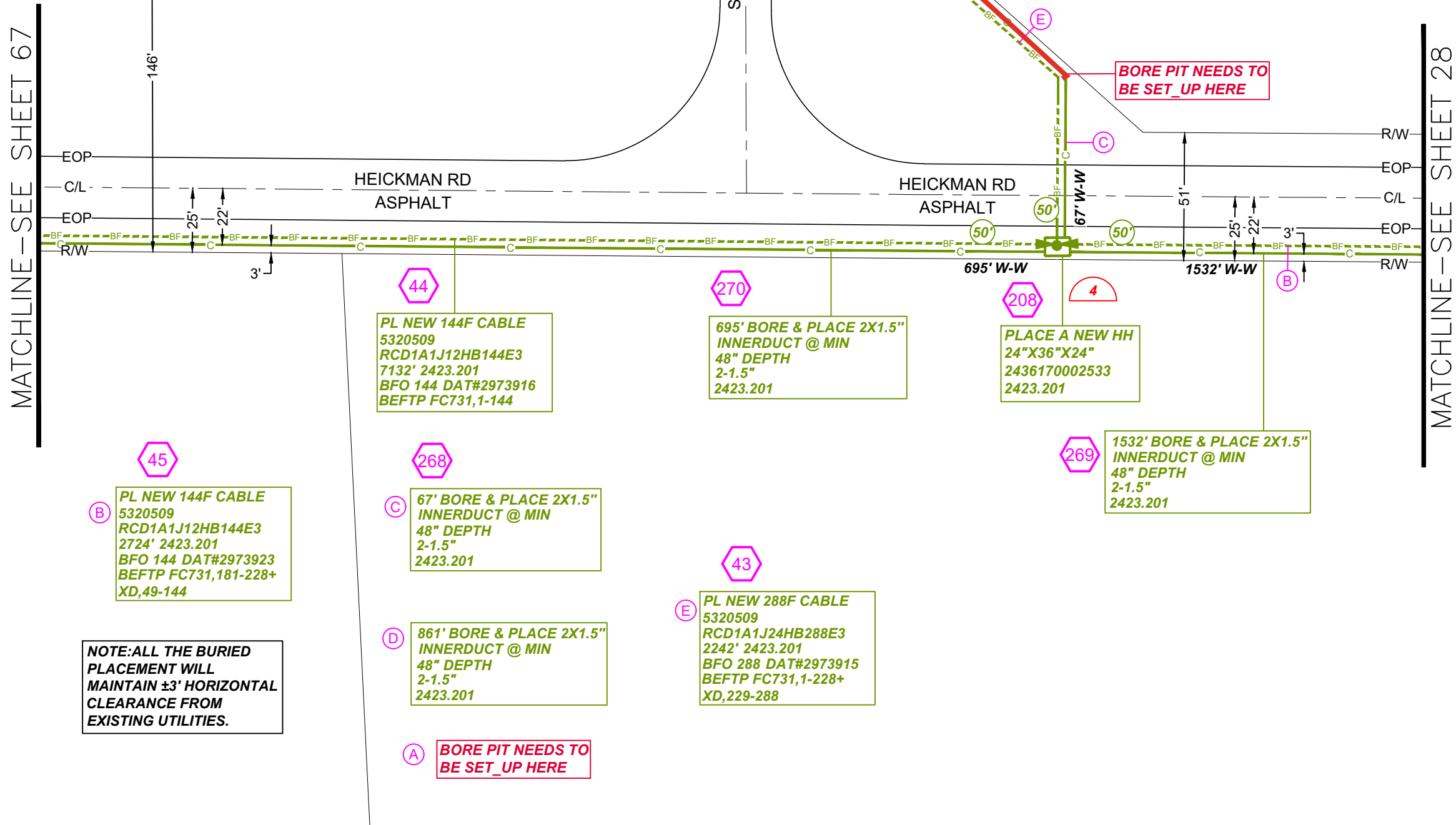
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 26 OF 132
TWNHP: --	RNG: --	SEC: --

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**

MATCHLINE—SEE SHEET 26



MATCHLINE—SEE SHEET 67

MATCHLINE—SEE SHEET 28

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD
 ***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
SCALE: 1:50	PHONE: 281-229-0849	FILE: --
TWNSHP: --	TAX DISTRICT: --	DWG: 27 OF 132
	RNG: --	SEC: --

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

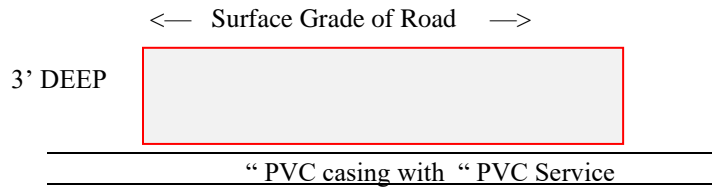
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 9/12/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore
line within the right-of-way of Stevens Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See attached
approx. 1.7/miles

(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 1 day of OCTOBER, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage

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

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

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

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

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

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Devin Gould

Signature *Devin Gould*

Title Permits - Project Manager

Address 3550 S Bryant Blvd

San Angelo, Tx 76903

Phone No. 409-313-3755

Fax No. _____

To: _____

Roadway Stevens Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 Atascosa County, Texas
Date: 9/12/2025

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 3 Commissioner:

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

Precinct 2 Commissioner:

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

Precinct 4 Commissioner:

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

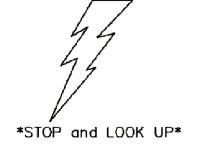
Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

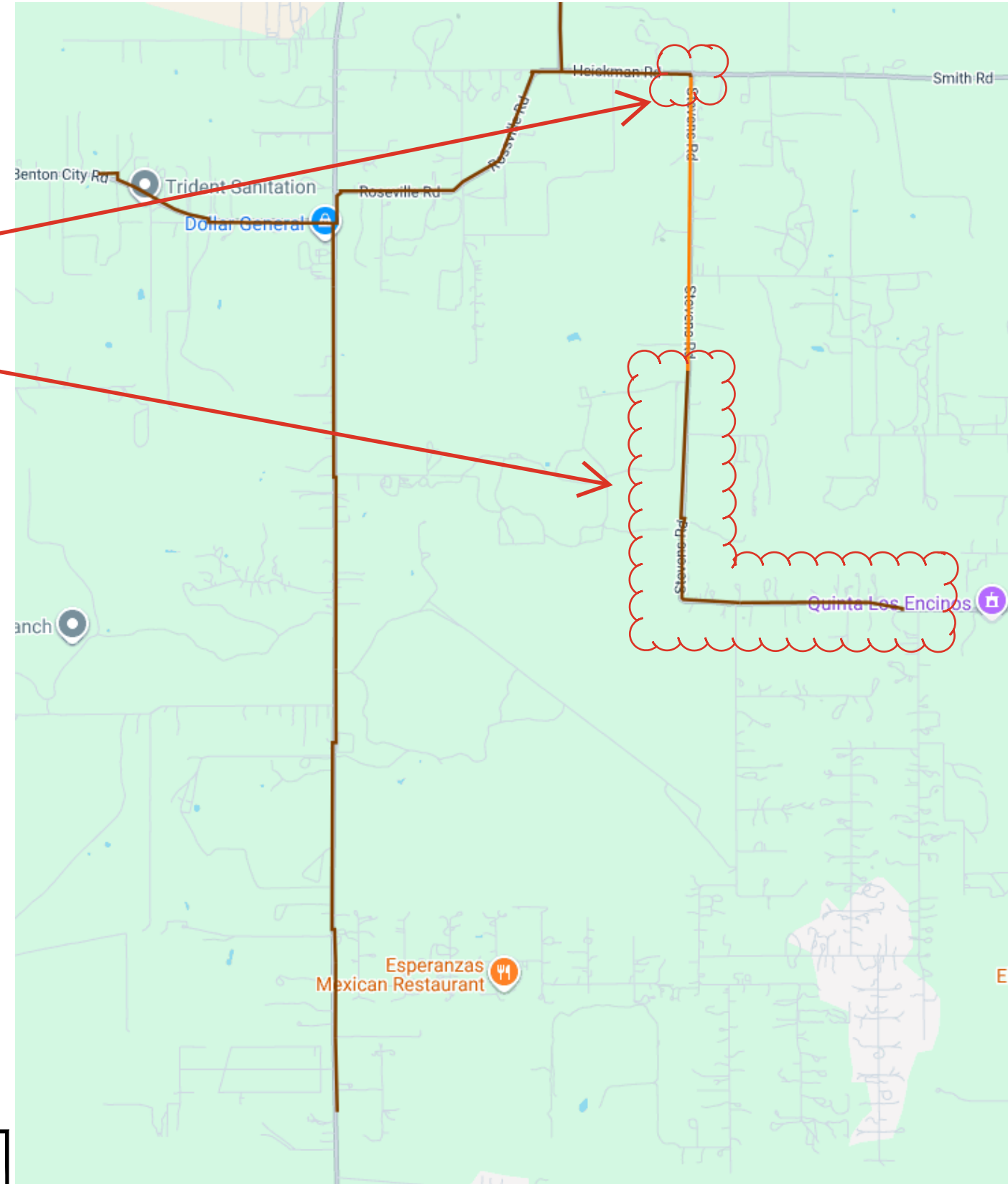


SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
SCALE: NTS	PHONE: 281-229-0849	FILE: --
TWNSH: --	TAX DISTRICT: --	DWG: C1 OF C5
	RNG: --	SEC: --









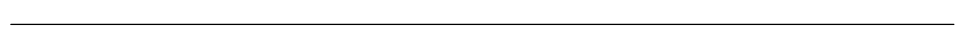


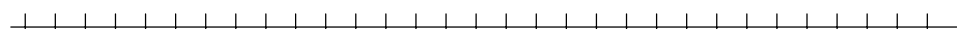






C1
























STEVENS RD -
ROW
APPLICATION



CABLE DESIGN
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)
C.O. 8160 9TH ST, SOMERSET,
TX 78069

LEGENDS

LINETYPES	AREA OF USE
	PROPOSED BURIED FIBER
	EXISTING BURIED FIBER
	PROPOSED AERIAL FIBER
	EXISTING AERIAL FIBER
	PROPOSED UG FIBER
	EXISTING UG FIBER
	EXISTING CONDUIT
	PROPOSED CONDUIT
	RIGHT OF WAY
	EDGE OF PAVEMENT
	CENTERLINE
	RAILROAD TRACKS
	SECTION LINE
	PROPOSED BURIED FIBER TAIL
	PROPOSED AERIAL FIBER TAIL
	PROPOSED UNDERGROUND FIBER TAIL
	UTILITY EASEMENT
	GAS PIPE LINE

SYMBOL	DESCRIPTION
C/L	CENTER LINE
R/W	RIGHT OF WAY
EOP	EDGE OF PAVEMENT
U/E	UTILITY EASEMENT
P/L	PROPERTY LINE
	CO DIRECTION
	EXISTING MH/HH
	PROPOSED MH/HH
	NORTH ARROW
	CO/EXCHANGE
	SPLICE POINT
	PROPOSED SPLICE ARROW
	JOINT OWNED POLE
	FOREIGN OWNED POLE
	FRONTIER POLE
	EXISTING SPLICE ARROW
	PROPOSED CONDUIT
	PROPOSED FLOWERPOT
	PROPOSED PEDESTAL
	PROPOSED HUB
	PROPOSED TERMINAL
	PROPOSED ANCHOR & GUY
	PROPOSED FTR POLE
	PROPOSED JOINT OWNED POLE
	HUB DIRECTION
	TREE TRIMING
	FRONTIER POLE REMOVAL
	FOREIGN OWNED POLE REMOVAL

L



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501

 **CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD

1-800-344-8377 *STOP and LOOK UP*

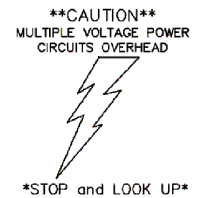
OVERLASH ON EXISTING AERIAL LEAD
***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES		

REVISIONS		



SMRT 2025 FTTH FEEDER ROUTE 3 8160 9TH ST (H3001-H3010)		C.O AREA: SOMERSET EXCH. CODE: 70494
PROJECT NUMBER: 5320509	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
DRAWN DATE: 3/7/2024	TAX DISTRICT: --	DWG: L OF L
SCALE: NTS	RNG: --	SEC: --
TWNESH: --		



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

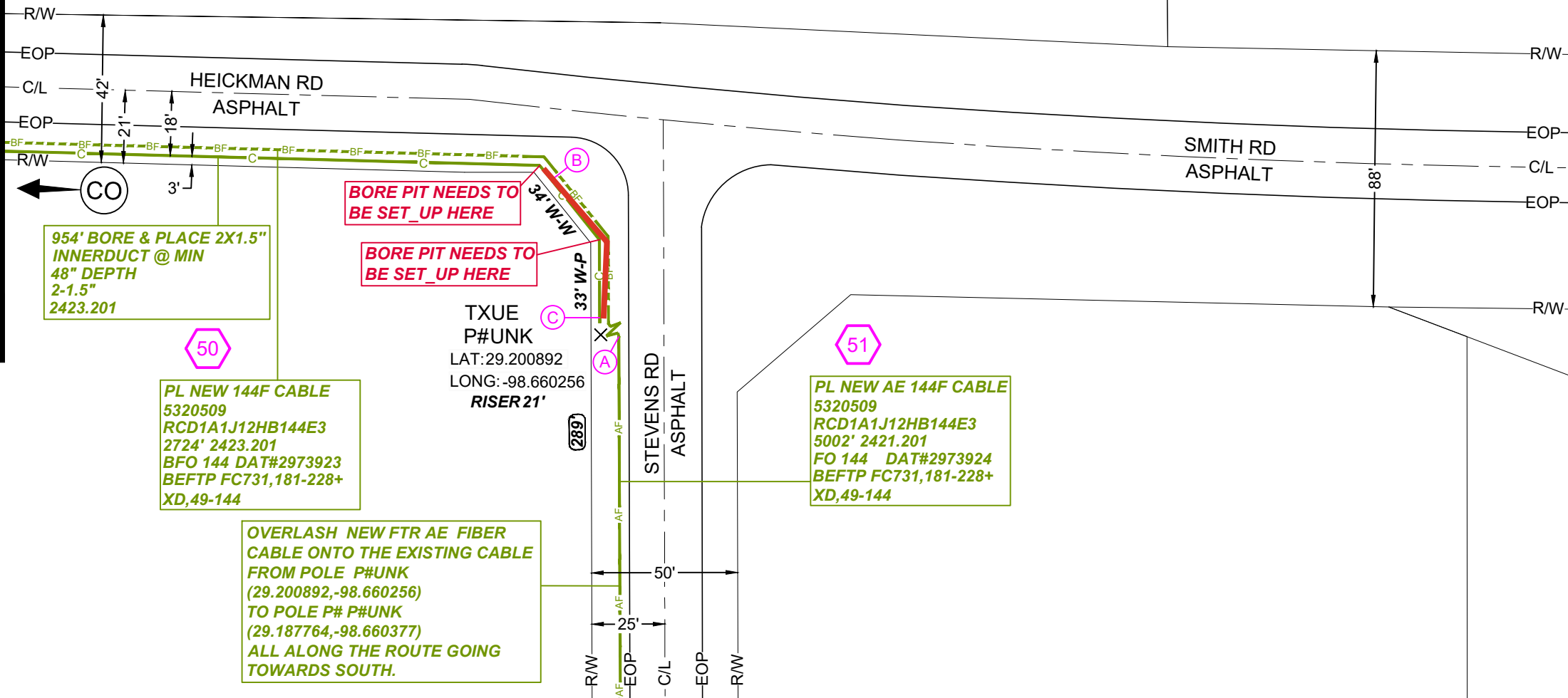
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

- (A) ACCOUNT CODE CHANGE ONLY
- 272
- (B) 34' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201
- 273
- (C) 33' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

MATCHLINE—SEE SHEET 31



954' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

BORE PIT NEEDS TO BE SET UP HERE

BORE PIT NEEDS TO BE SET UP HERE

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 2724' 2423.201 BFO 144 DAT#2973923 BEFTP FC731,181-228+ XD,49-144

OVERLASH NEW FTR AE FIBER CABLE ONTO THE EXISTING CABLE FROM POLE P#UNK (29.200892,-98.660256) TO POLE P# P#UNK (29.187764,-98.660377) ALL ALONG THE ROUTE GOING TOWARDS SOUTH.

PL NEW AE 144F CABLE 5320509 RCD1A1J12HB144E3 5002' 2421.201 FO 144 DAT#2973924 BEFTP FC731,181-228+ XD,49-144

MATCHLINE—SEE SHEET 33

UNITS / ACCT CODES

REVISIONS



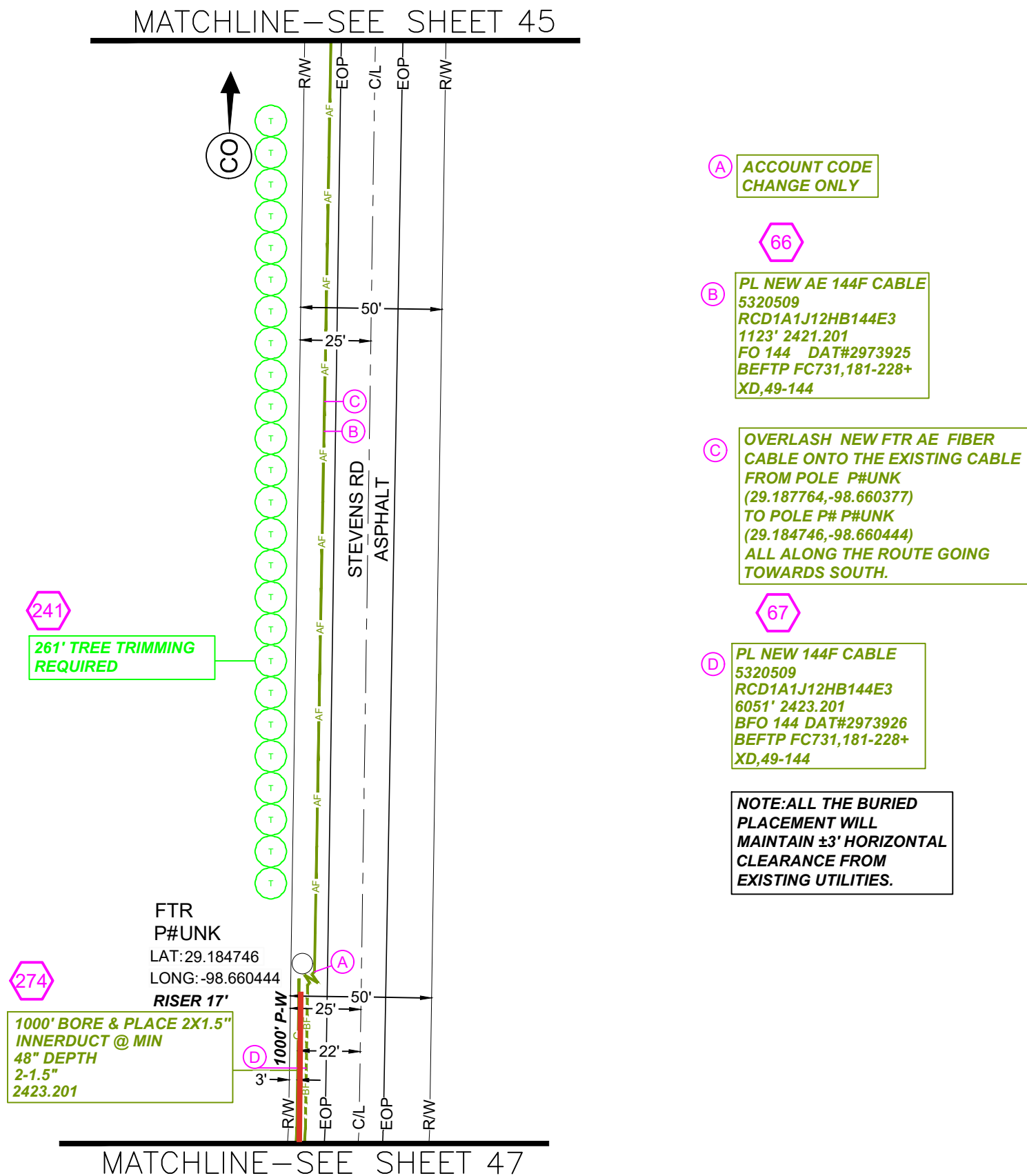
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509 C.O AREA: SOMERSET EXCH. CODE: 70494

DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 32 OF 132
TWNSHP: --	RNG: --	SEC: --

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



1-800-344-8377

CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD
STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD
ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

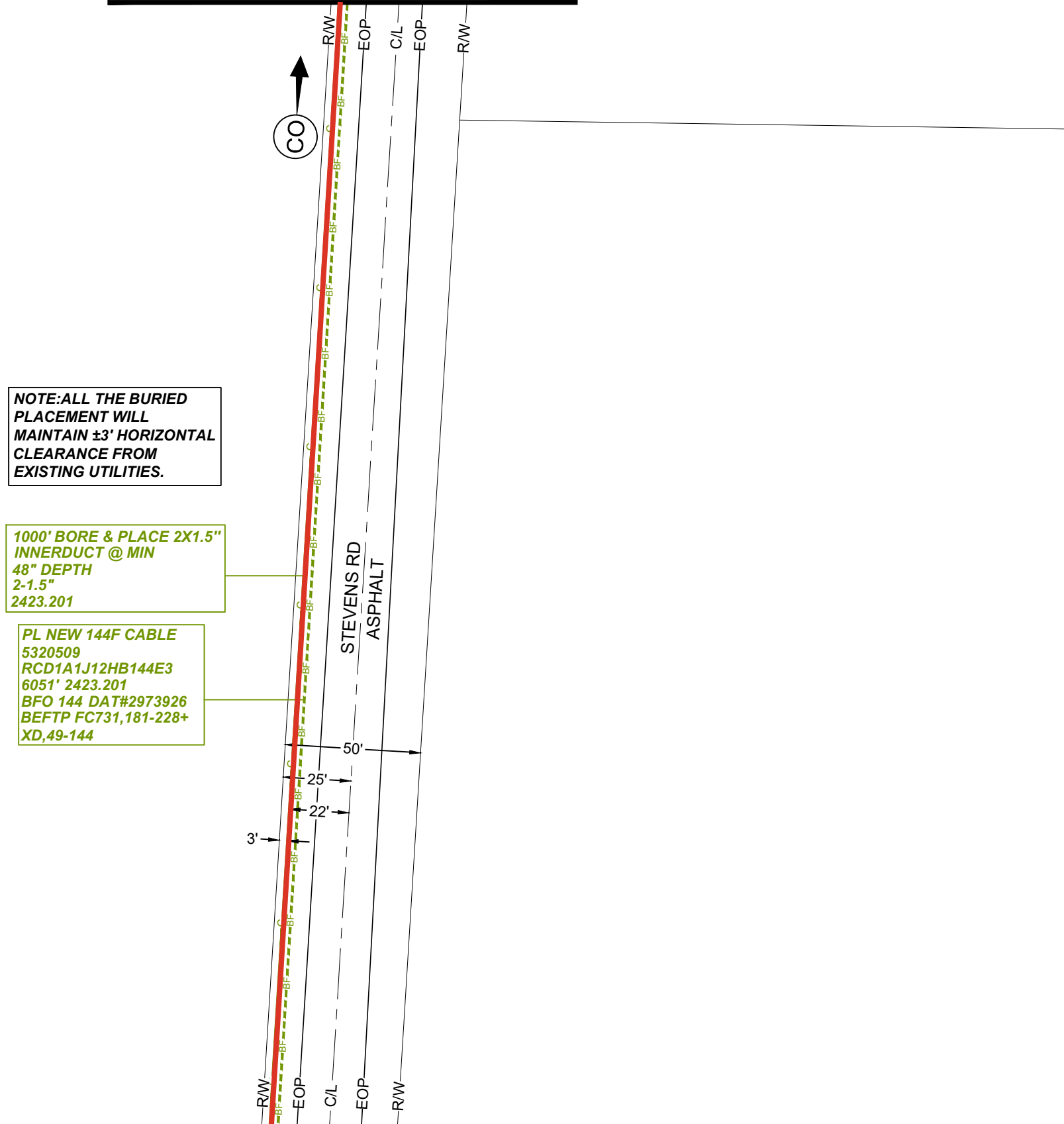


SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 46 OF 132
TWNESH: --	RNG: --	SEC: --

**DIRECTIONAL BORE
 PLACEMENT - 3' FROM
 ROW
 DEPTH - 42" / 48" UNDER
 PAVEMENT & DRIVEWAYS**

MATCHLINE—SEE SHEET 46



NOTE: ALL THE BURIED
 PLACEMENT WILL
 MAINTAIN ±3' HORIZONTAL
 CLEARANCE FROM
 EXISTING UTILITIES.

1000' BORE & PLACE 2X1.5"
 INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 6051' 2423.201
 BFO 144 DAT#2973926
 BEFTP FC731,181-228+
 XD,49-144

MATCHLINE—SEE SHEET 48

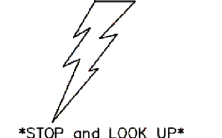


PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

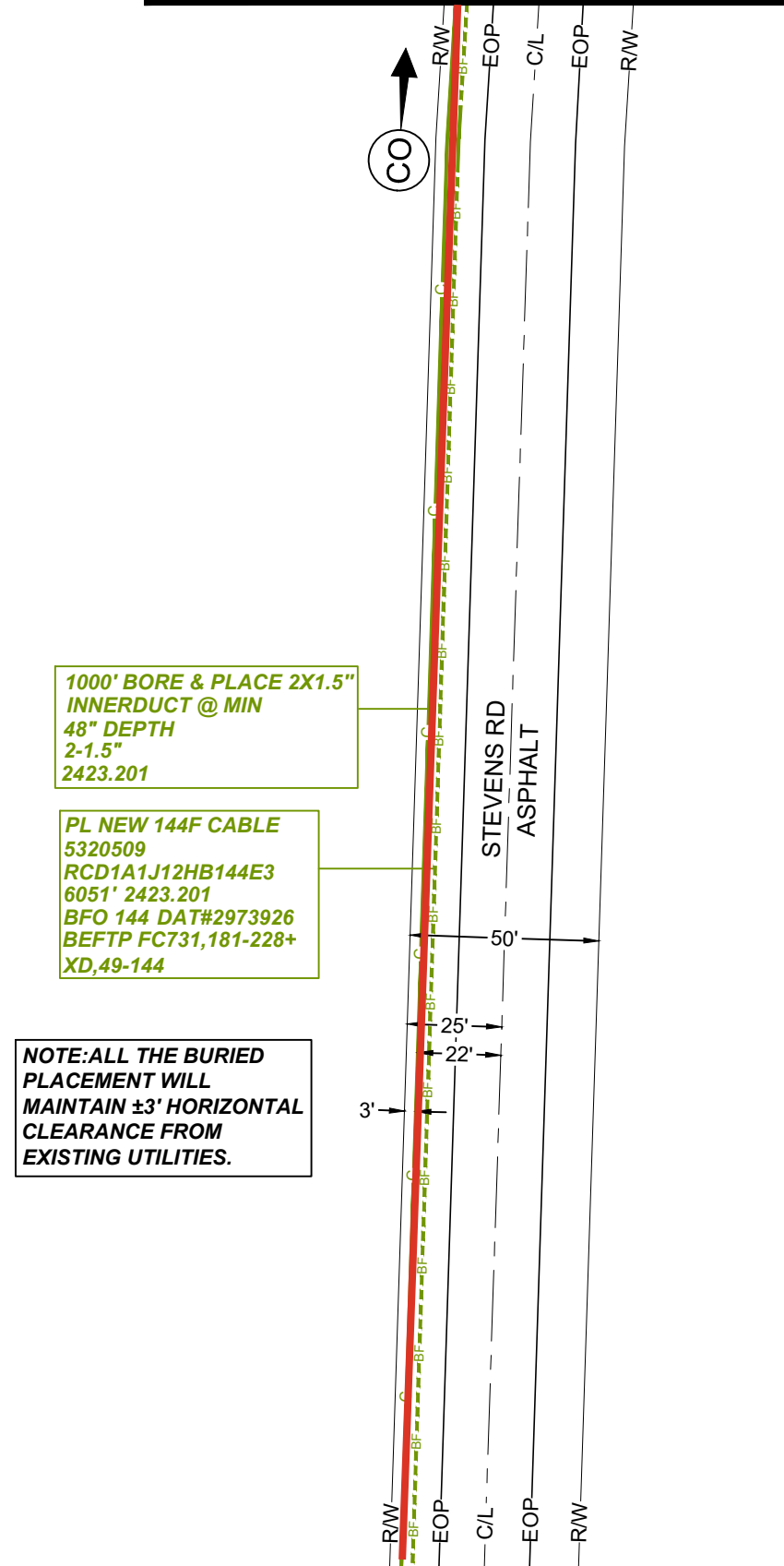


SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 47 OF 132
TWNSHP: --	RNG: --	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW
DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 47



1000' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE—SEE SHEET 49



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



1-800-344-8377

****CAUTION****
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD



STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD
 ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

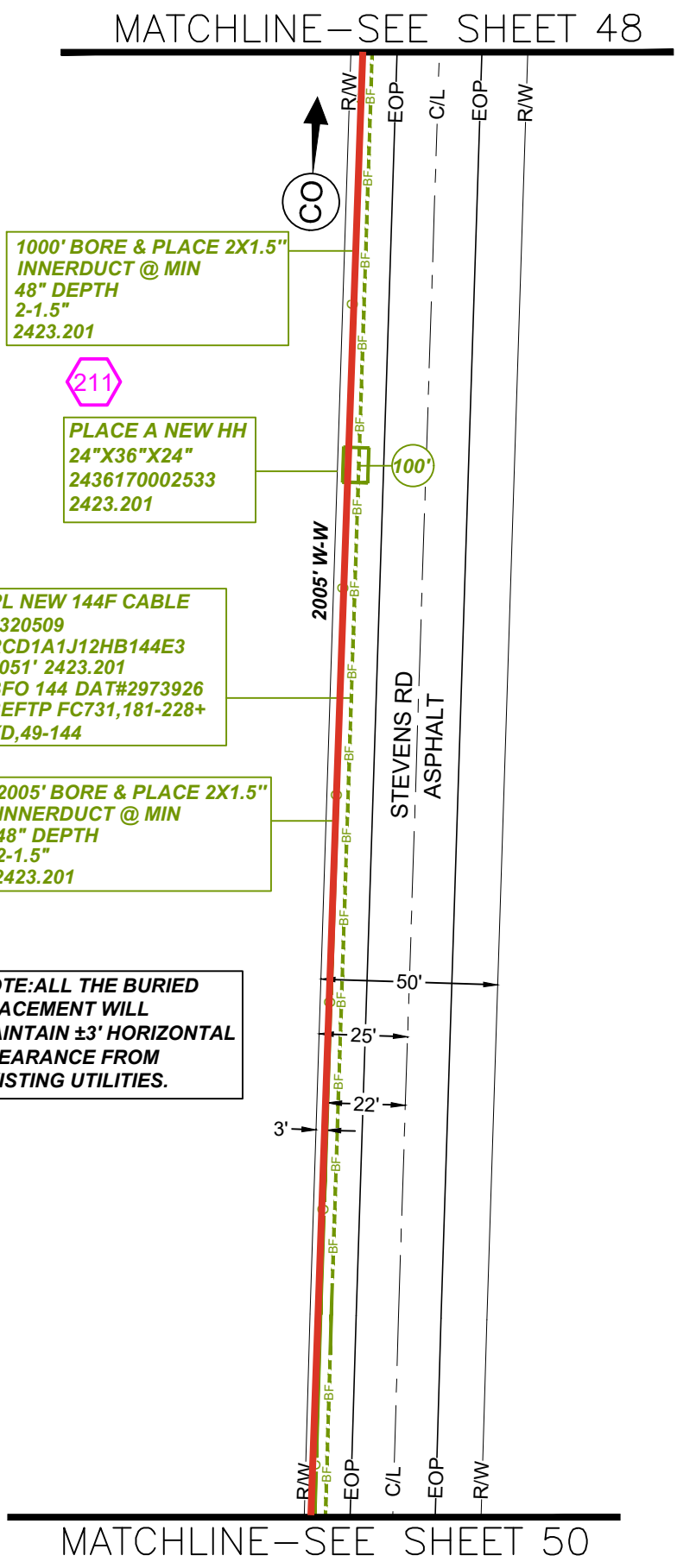


SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 48 OF 132
TWNSHP: --	RNG: --	SEC: --

48

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



1000' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

211

PLACE A NEW HH 24"X36"X24" 2436170002533 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144

275

2005' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD

STOP and LOOK UP

1-800-344-8377

*****OVERLASH ON EXISTING AERIAL LEAD*****
*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

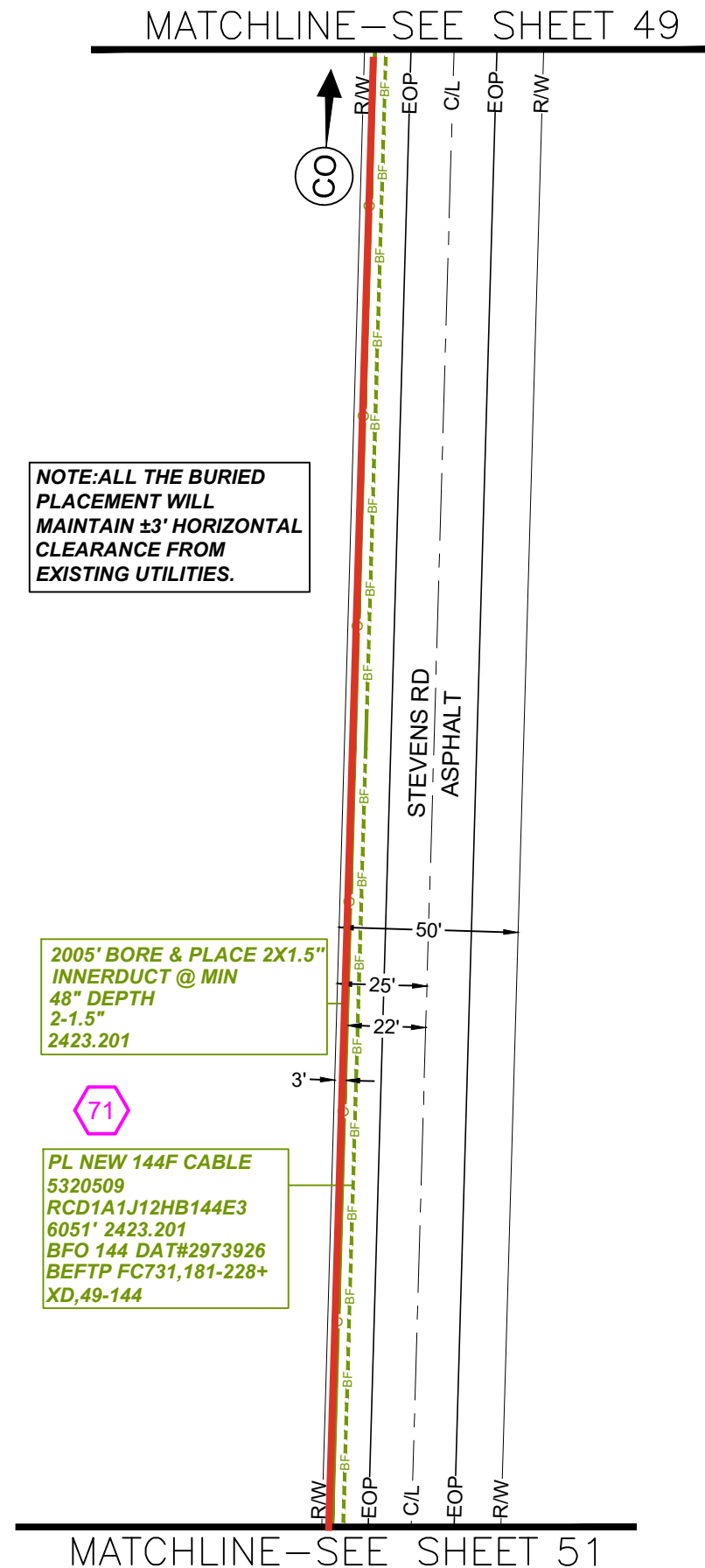
REVISIONS



**SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)**

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 49 OF 132
TWNHP: --	RNG: --	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

2005' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

71

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144

PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD
 ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

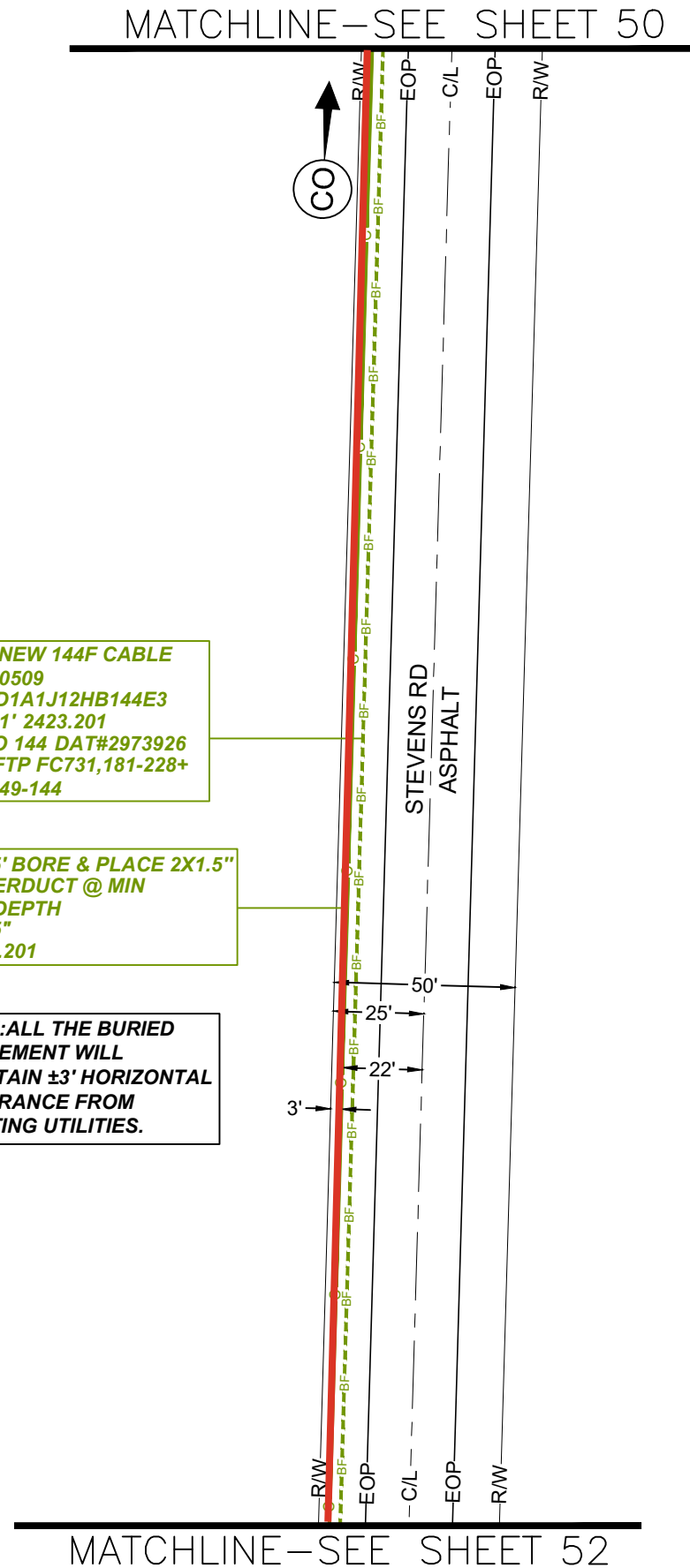


SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
CNTY: BEXAR/ATASCOSA FILE: --	
DWG: 50 OF 132	
SEC: --	

**DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW**

**DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS**



**PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
6051' 2423.201
BFO 144 DAT#2973926
BEFTP FC731,181-228+
XD,49-144**

**2005' BORE & PLACE 2X1.5"
INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201**

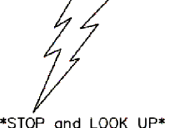
**NOTE:ALL THE BURIED
PLACEMENT WILL
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CLEARANCE FROM
EXISTING UTILITIES.**

PEARCE ENGINEER: TUSHAR ANGRISH

CONTACT NUMBER: 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**



1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS

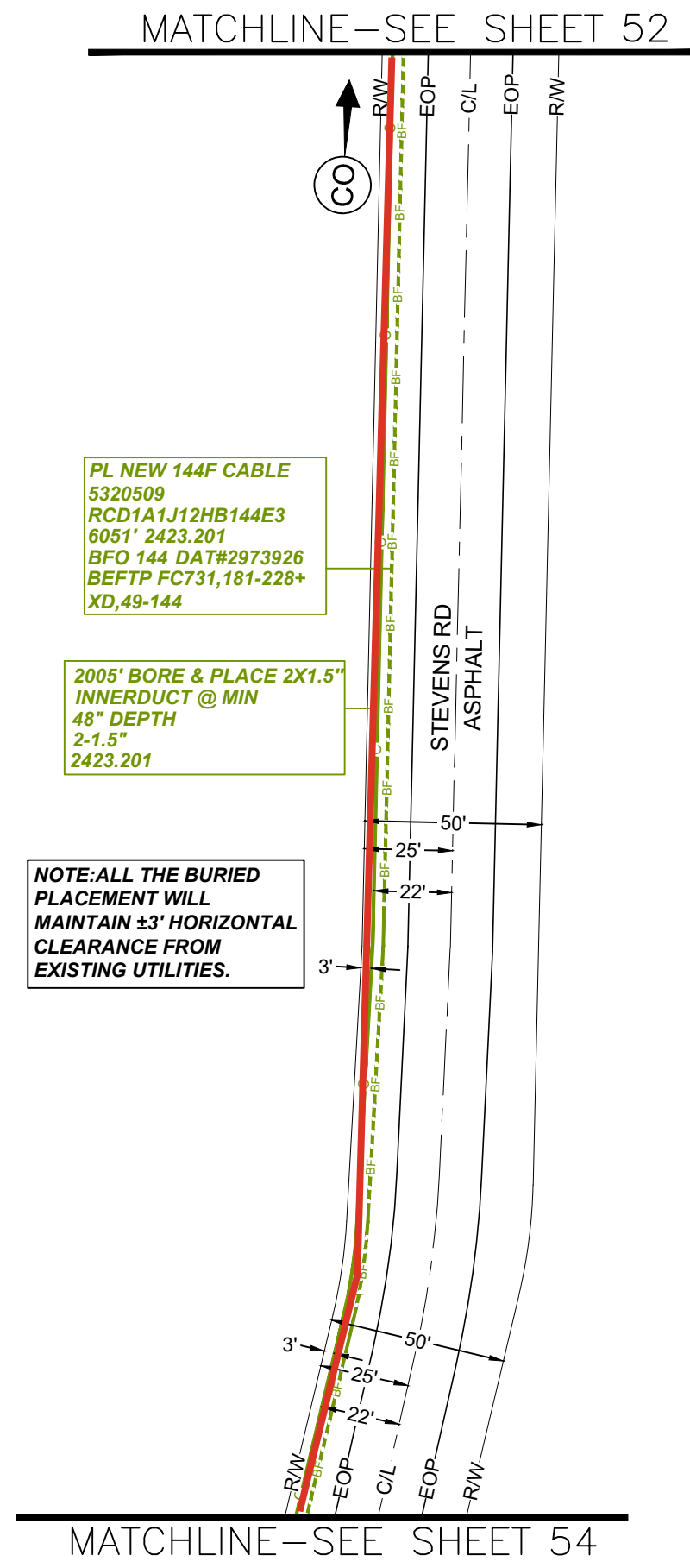


**SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)**

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
	DWG: 51 OF 132
	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW

DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS



PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 6051' 2423.201
 BFO 144 DAT#2973926
 BEFTP FC731,181-228+
 XD,49-144

2005' BORE & PLACE 2X1.5"
INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

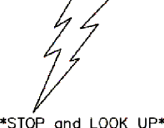
NOTE: ALL THE BURIED
PLACEMENT WILL
MAINTAIN ±3' HORIZONTAL
CLEARANCE FROM
EXISTING UTILITIES.



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD
 ***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

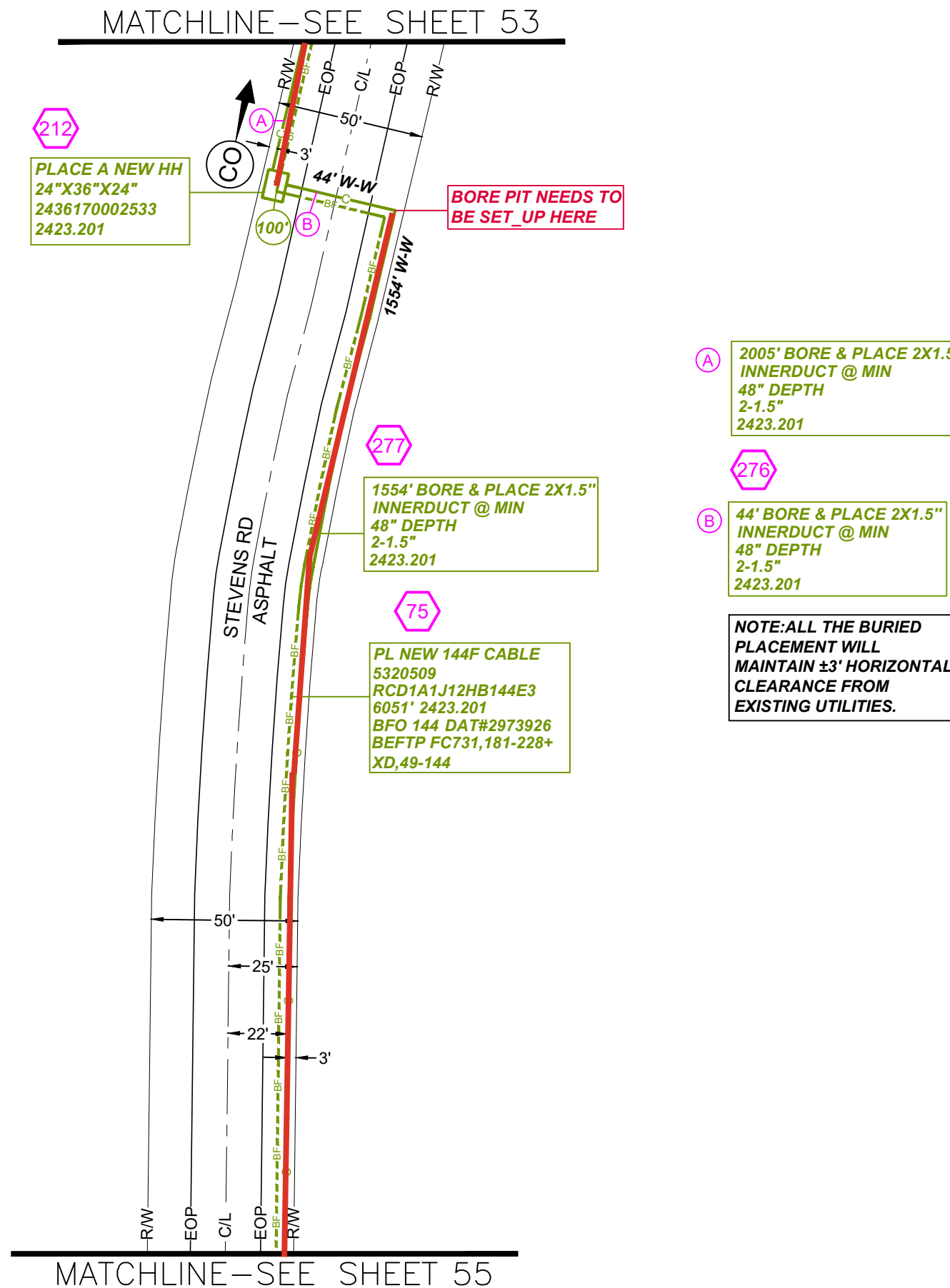


SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 53 OF 132
TWNSHIP: --	RNG: --	SEC: --

53

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

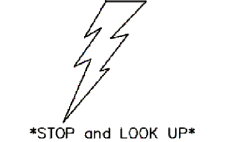


PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

*****OVERLASH ON EXISTING AERIAL LEAD*****
*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

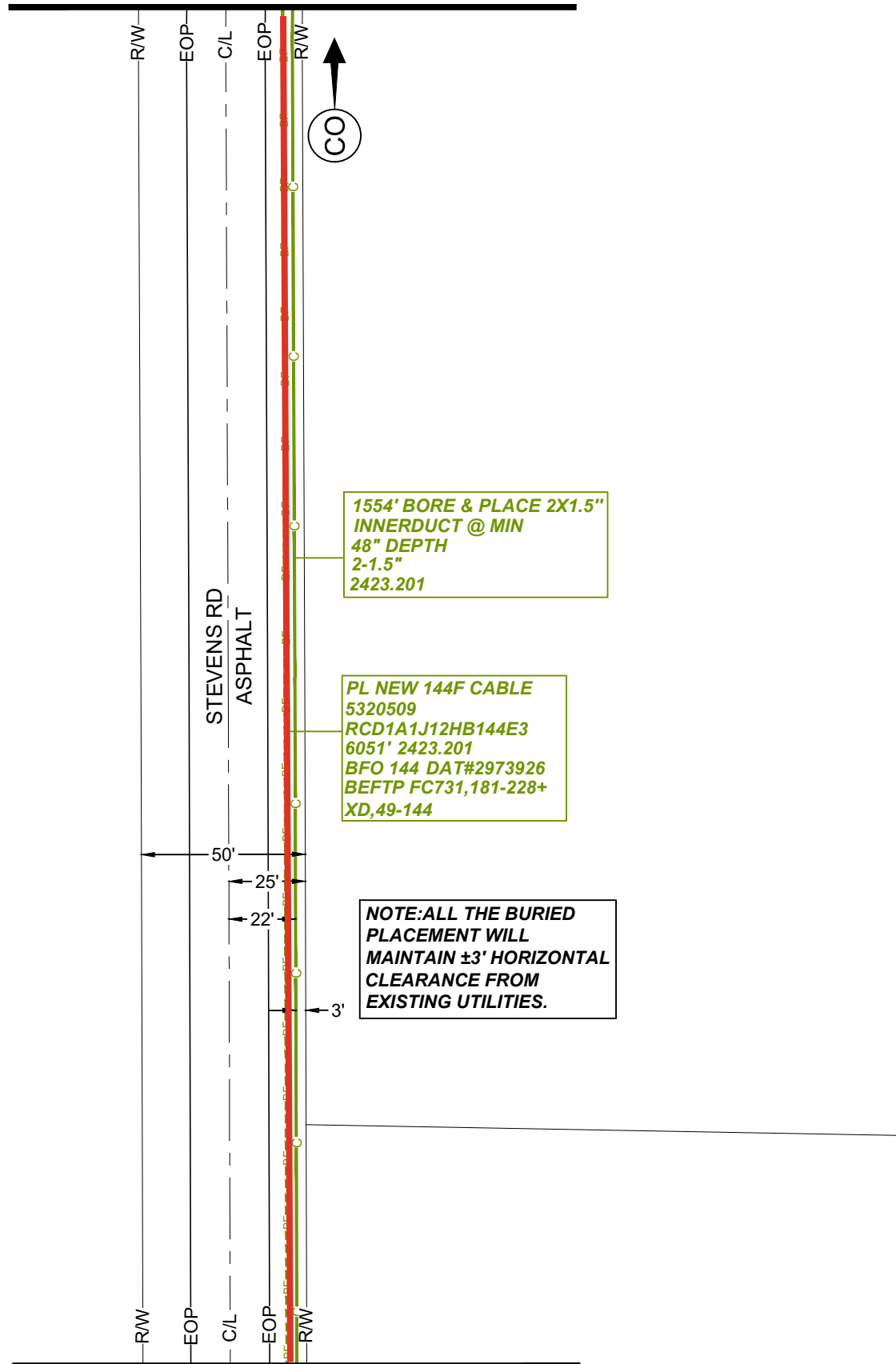
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
PHONE: 281-229-0849	FILE: --	
SCALE: 1:50	TAX DISTRICT: --	DWG: 54 OF 132
TWNSHP: --	RNG: --	SEC: --

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 54



MATCHLINE—SEE SHEET 56

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**



1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



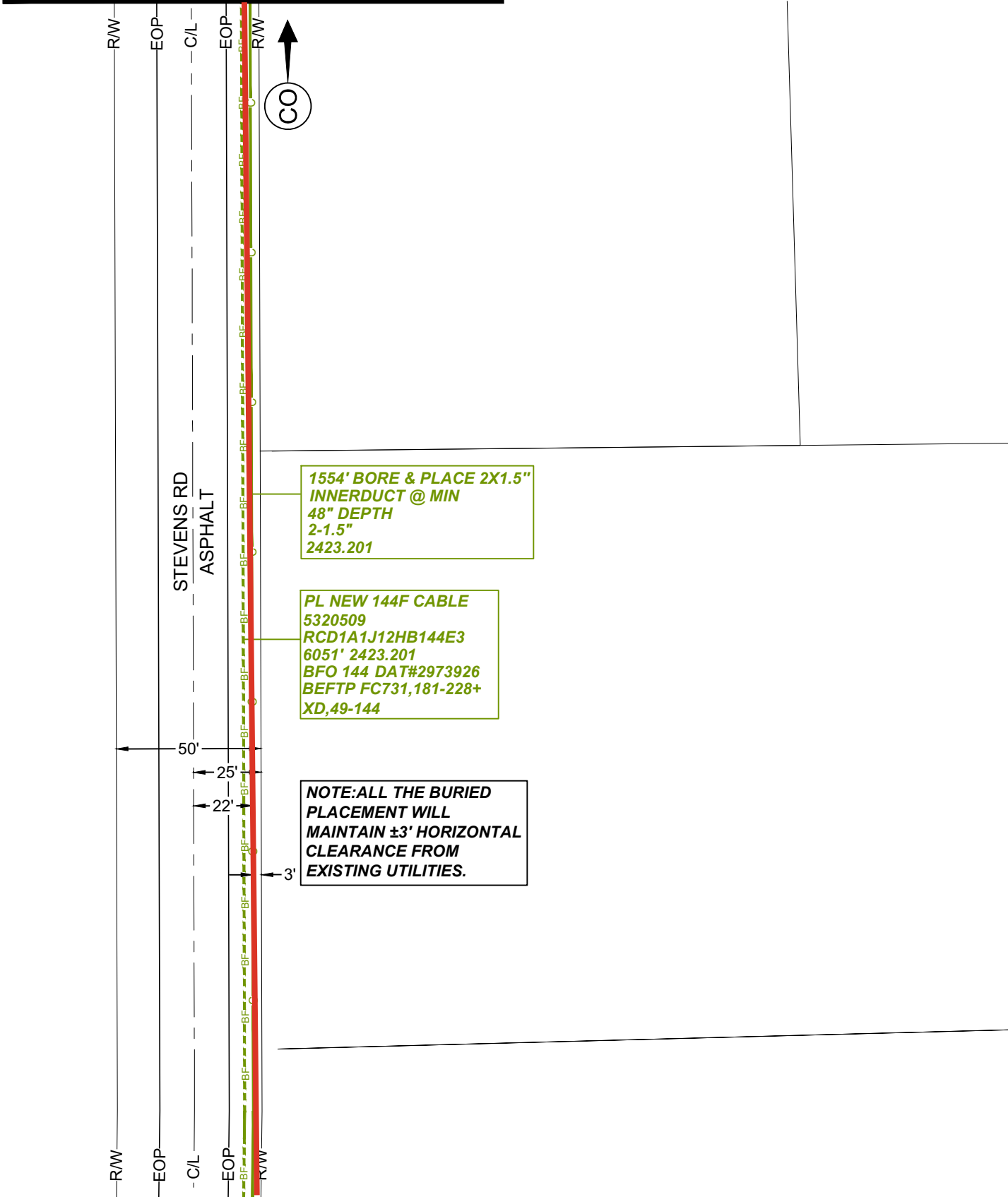
SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 55 OF 132
TWNHP: --	RNG: --	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW

DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 55



1554' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

MATCHLINE—SEE SHEET 57



PEARCE ENGINEER TUSHAR ANGRISH
 CONTACT NUMBER 469-480-0501

Texas 811 **CAUTION** MULTIPLE VOLTAGE POWER CIRCUITS OVERHEAD
 1-800-344-8377 *STOP and LOOK UP*

OVERLASH ON EXISTING AERIAL LEAD
 ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY
 FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



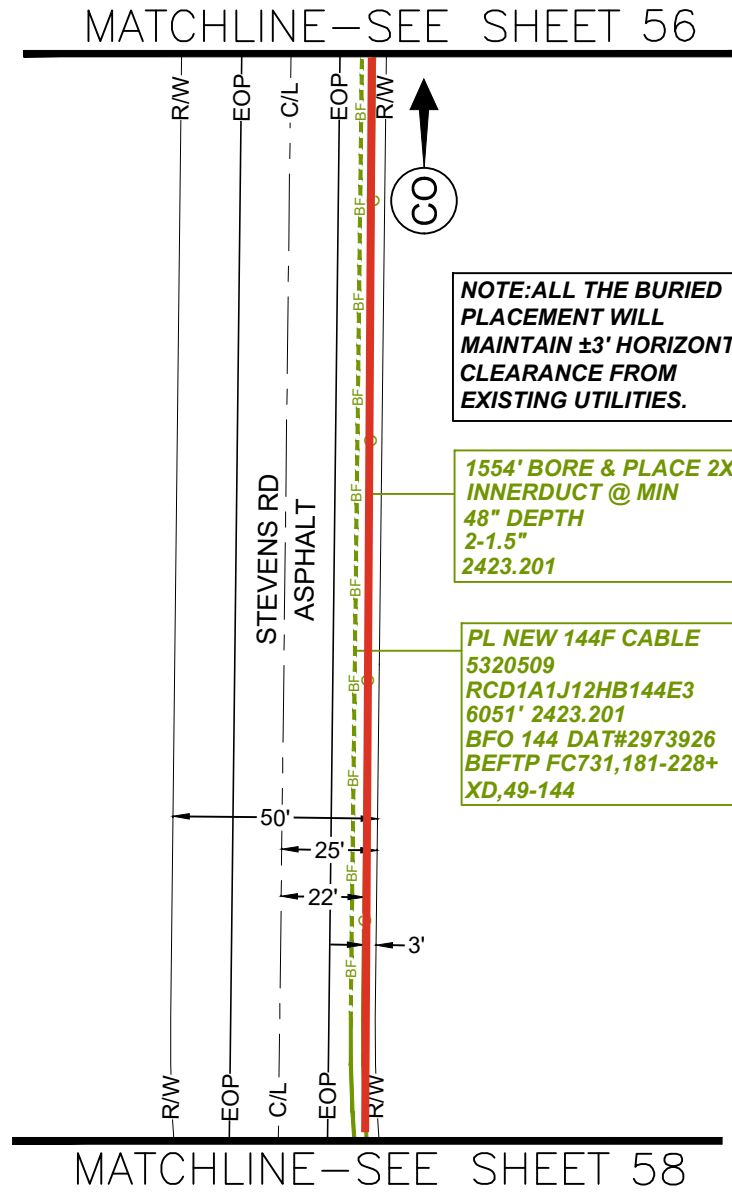
SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 56 OF 132
TWNHP: --	RNG: --	SEC: --

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

1554' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144



PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION**
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD**



1-800-344-8377

STOP and LOOK UP

*****OVERLASH ON EXISTING AERIAL LEAD*****

*****ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY*****

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

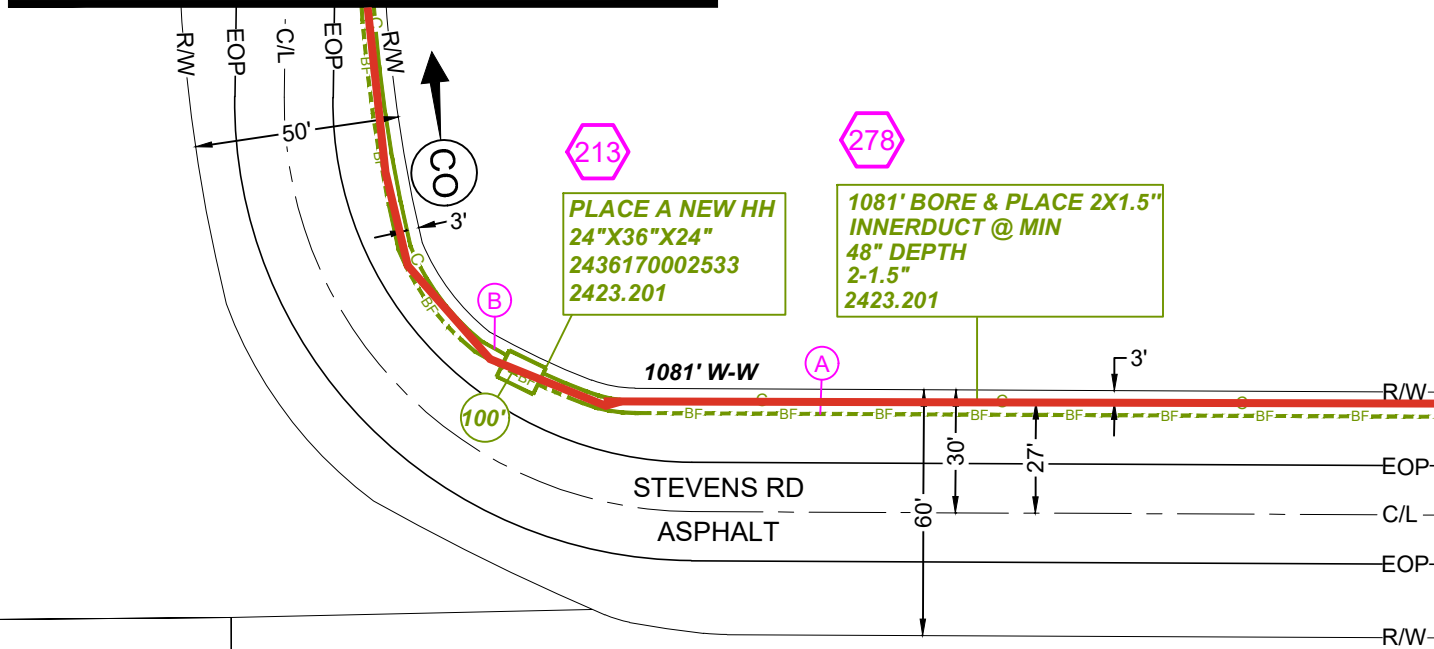
PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
	CNTY: BEXAR/ATASCOSA FILE: --
	DWG: 57 OF 132
	SEC: --

57

DIRECTIONAL BORE
PLACEMENT - 3' FROM
ROW

DEPTH - 42" / 48" UNDER
PAVEMENT & DRIVEWAYS

MATCHLINE—SEE SHEET 57



MATCHLINE—SEE SHEET 59

- 79**
- A** PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 6051' 2423.201
 BFO 144 DAT#2973926
 BEFTP FC731,181-228+
 XD,49-144
- B** 1554' BORE & PLACE 2X1.5"
 INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

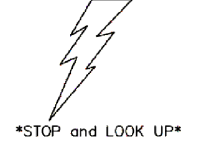
**NOTE: ALL THE BURIED
 PLACEMENT WILL
 MAINTAIN ±3' HORIZONTAL
 CLEARANCE FROM
 EXISTING UTILITIES.**



PEARCE ENGINEER	TUSHAR ANGRISH
CONTACT NUMBER	469-480-0501



****CAUTION**
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD**



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
 ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

UNITS / ACCT CODES

REVISIONS

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET
EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849
SCALE: 1:50	TAX DISTRICT: --
TWNSHP: --	RNG: --
CNTY: BEXAR/ATASCOSA	FILE: --
DWG: 58 OF 132	SEC: --

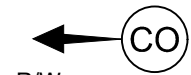
58

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

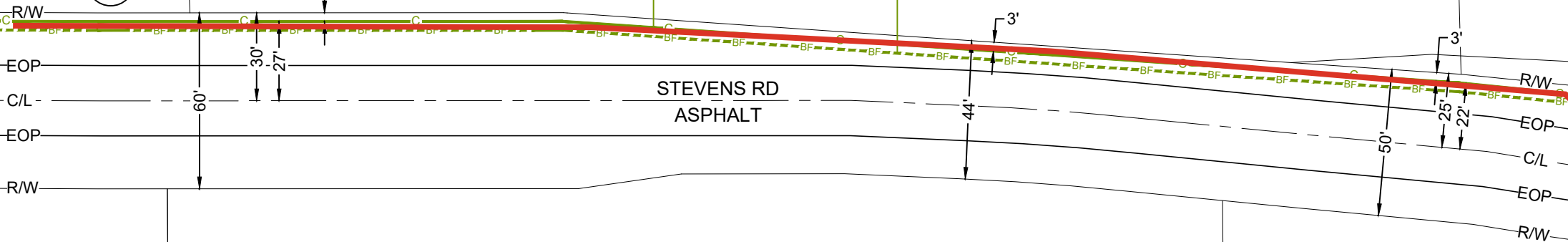
MATCHLINE—SEE SHEET 58



NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

1081' BORE & PLACE 2X1.5" INNERDUCT @ MIN 48" DEPTH 2-1.5" 2423.201

PL NEW 144F CABLE 5320509 RCD1A1J12HB144E3 6051' 2423.201 BFO 144 DAT#2973926 BEFTP FC731,181-228+ XD,49-144



MATCHLINE—SEE SHEET 60

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET EXCH. CODE: 70494	
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT PHONE: 281-229-0849	CNTY: BEXAR/ATASCOSA FILE: --
SCALE: 1:50	TAX DISTRICT: --	DWG: 59 OF 132
TWNSHP: --	RNG: --	SEC: --

DIRECTIONAL BORE
PLACEMENT - 3' FROM ROW
DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

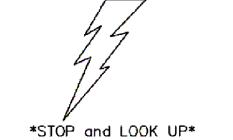


PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



****CAUTION****
 MULTIPLE VOLTAGE POWER
 CIRCUITS OVERHEAD



1-800-344-8377

OVERLASH ON EXISTING AERIAL LEAD

ALL FACILITIES NOT PERTAINING TO THIS WORK ORDER HAVE BEEN DELETED FOR CLARITY

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
 FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS

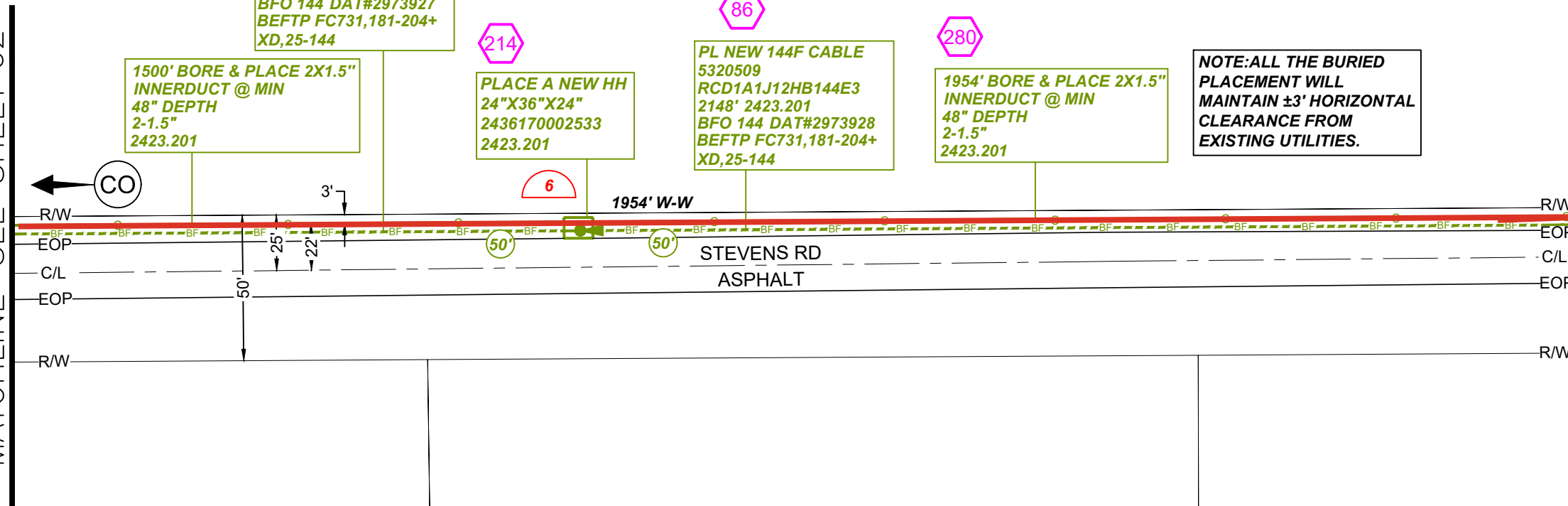


SMRT 2025 FTTH FEEDER ROUTE 3
 8160 9TH ST (H3001-H3010)

PROJECT NUMBER: 5320509	C.O AREA: SOMERSET	EXCH. CODE: 70494
DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
SCALE: 1:50	PHONE: 281-229-0849	FILE: --
TWNSHP: --	TAX DISTRICT: --	DWG: 63 OF 132
	RNG: --	SEC: --

MATCHLINE - SEE SHEET 62

MATCHLINE - SEE SHEET 64



PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 1600' 2423.201
 BFO 144 DAT#2973927
 BEFTP FC731,181-204+
 XD,25-144

1500' BORE & PLACE 2X1.5"
 INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

214
 PLACE A NEW HH
 24"X36"X24"
 2436170002533
 2423.201

86
 PL NEW 144F CABLE
 5320509
 RCD1A1J12HB144E3
 2148' 2423.201
 BFO 144 DAT#2973928
 BEFTP FC731,181-204+
 XD,25-144

280
 1954' BORE & PLACE 2X1.5"
 INNERDUCT @ MIN
 48" DEPTH
 2-1.5"
 2423.201

**NOTE: ALL THE BURIED
 PLACEMENT WILL
 MAINTAIN ±3' HORIZONTAL
 CLEARANCE FROM
 EXISTING UTILITIES.**

PEARCE ENGINEER TUSHAR ANGRISH

CONTACT NUMBER 469-480-0501



CAUTION
MULTIPLE VOLTAGE POWER
CIRCUITS OVERHEAD



1-800-344-8377

STOP and LOOK UP

OVERLASH ON EXISTING AERIAL LEAD

***ALL FACILITIES NOT PERTAINING TO THIS WORK
ORDER HAVE BEEN DELETED FOR CLARITY***

FTR ENGINEER: DARRIN ALBRECHT 281-229-0849
FTR INSPECTOR: EDDIE VITELA 361-219-4465

UNITS / ACCT CODES

REVISIONS



SMRT 2025 FTTH FEEDER ROUTE 3
8160 9TH ST (H3001-H3010)

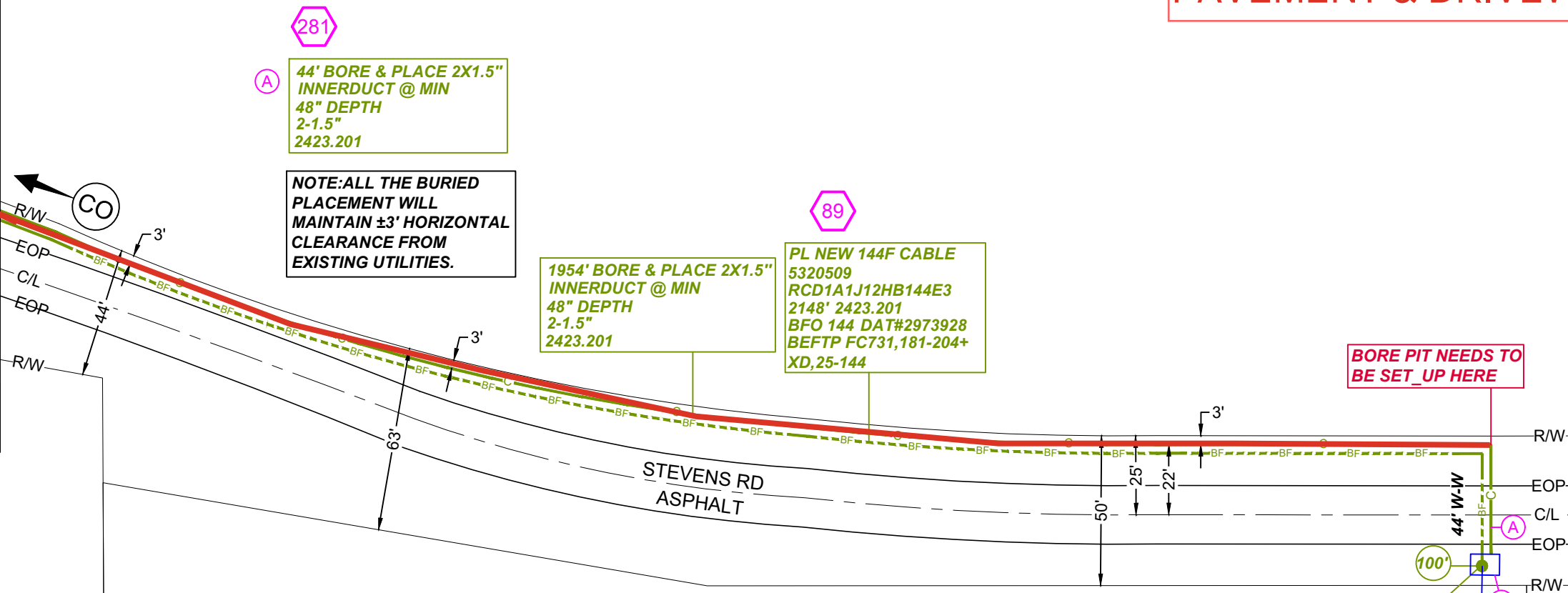
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DRAWN DATE: 3/7/2024	ENGR: DARRIN ALBRECHT	CNTY: BEXAR/ATASCOSA
SCALE: 1:50	PHONE: 281-229-0849	FILE: --
TWNESH: --	TAX DISTRICT: --	DWG: 66 OF 132
	RNG: --	SEC: --

DIRECTIONAL BORE

PLACEMENT - 3' FROM ROW

DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS

MATCHLINE - SEE SHEET 65



281
A
44' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

NOTE: ALL THE BURIED PLACEMENT WILL MAINTAIN ±3' HORIZONTAL CLEARANCE FROM EXISTING UTILITIES.

89
1954' BORE & PLACE 2X1.5" INNERDUCT @ MIN
48" DEPTH
2-1.5"
2423.201

89
PL NEW 144F CABLE
5320509
RCD1A1J12HB144E3
2148' 2423.201
BFO 144 DAT#2973928
BEFTP FC731,181-204+
XD,25-144

H
2423.201
BEFTP H3003
FDH 48/432
IN: BEFTP FC731,181-198+
XD,19-48
OUT: BEFTP H3003,1-432
(3) 1:32 SPLITTERS
VACANT PAIRS IN HUB: BEFTP FC731,184-198
28.484 KFT TO C.O.

THIS HUB WILL BE PLACED ON DISTRIBUTION PROJECT 5320504

E
EXISTING HUB VAULT TO BE PLACED IN W.O. 5320504

LOOP FOR 5320504 HUB H3003

BORE PIT NEEDS TO BE SET UP HERE

**AGENDA REQUEST
(GENERAL)**

Agenda Item 18.

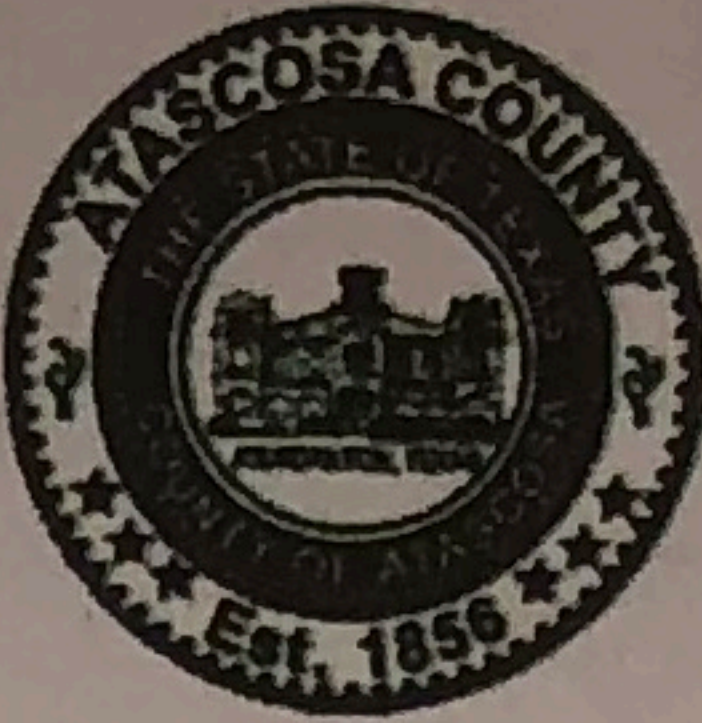
Meeting Date: 10/14/2025
Item Title: Exception - Anderson Old Pearsall Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: Certificate of Exception for Leighsure Rentals, LLC. on Old Pearsall Rd. in
Precinct 3.

ATTACHMENTS

Anderson Packet
Certificate - Anderson



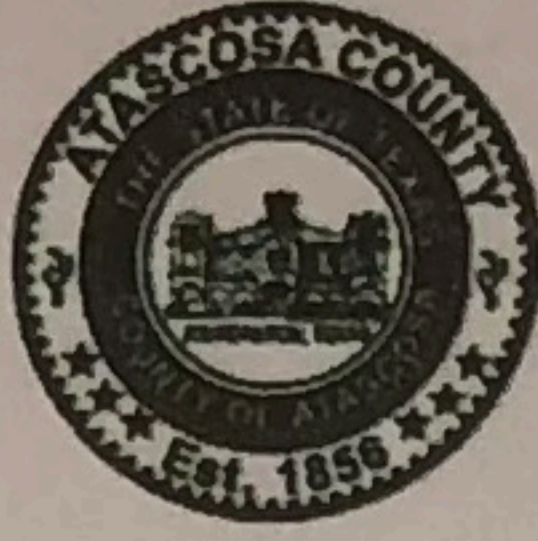
Registration for Division of Land in Atascosa County

I Leighswe Rentals, am the owner of the attached filed division of land located at 13.7 ACRES CALLED TRACT 7 (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.

(see survey/warranty deed)

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

- Agricultural Use
- Family
- 10+ Acres
- Veterans Land Board
- State Agency
- Political Subdivision
- Divided into two parts
- All parts to original owner



Date: 9-16-25

Signature:

Brian Anderson

Printed Name:

Brian Anderson

ACKNOWLEDGMENT

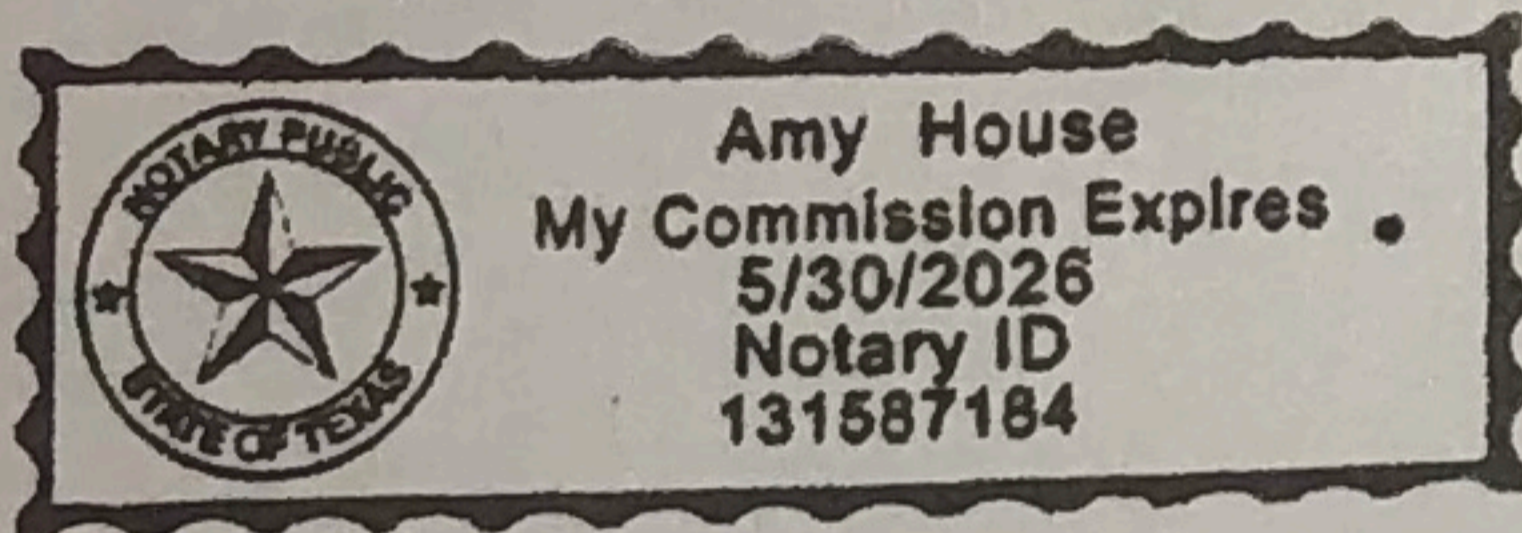
STATE OF TEXAS

COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this September 16, 20 25

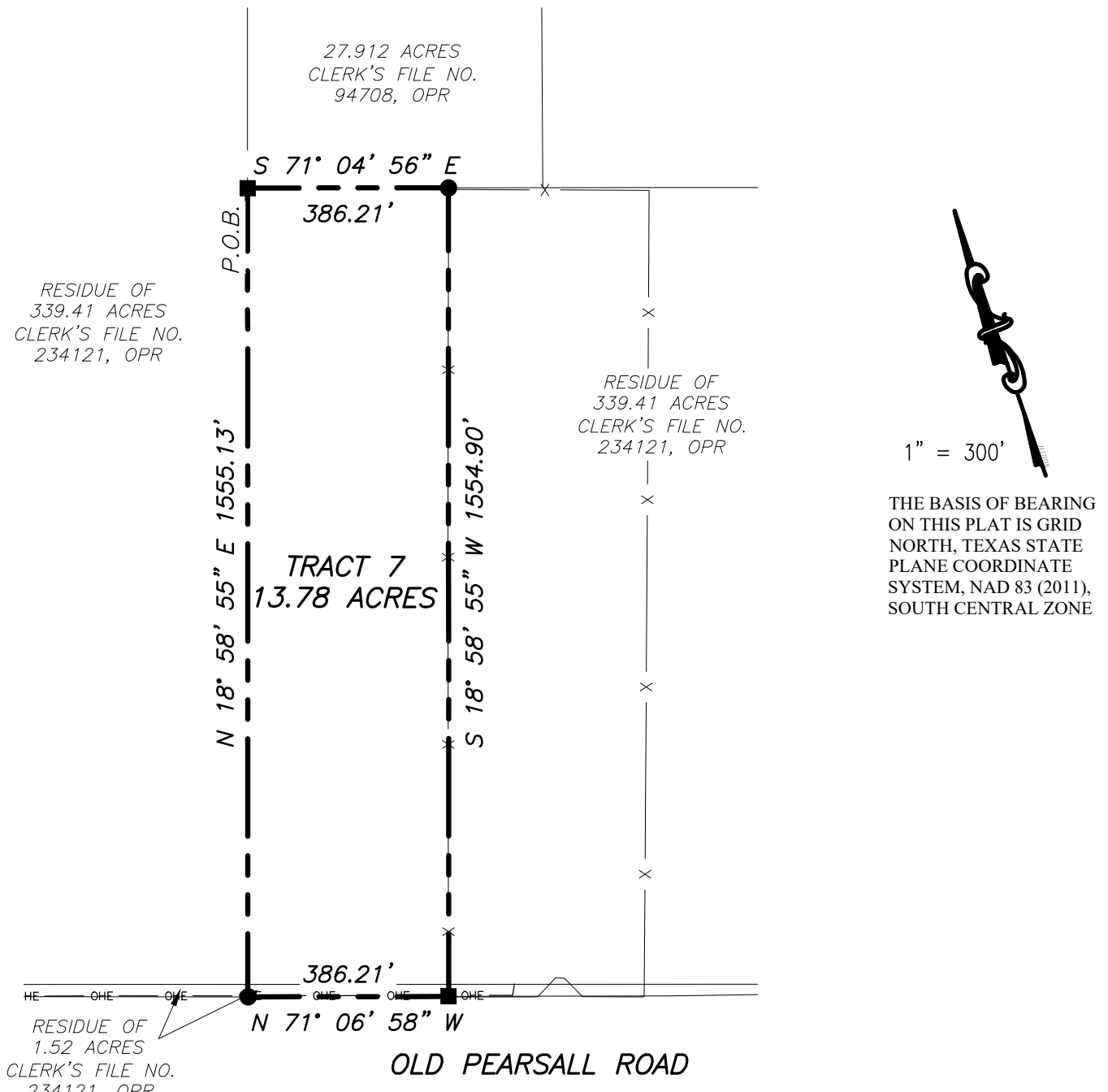
Amy House



Notary Public, in and for
State of Texas

PLAT OF SURVEY

OF
A 13.78 ACRE TRACT, CALLED TRACT 7, 13.57 ACRES BEING OUT OF THE RESIDUE OF A 339.41 ACRE TRACT OF LAND, AND 0.21 ACRES OUT OF THE RESIDUE OF A 1.52 ACRE TRACT OF LAND, LYING IN THE W.J. ANDERSON SURVEY NO. 56, ABSTRACT NO. 990, ATASCOSA COUNTY, TEXAS



1" = 300'

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

LEGEND

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

Prepared for:
Brian Anderson

REFERENCES:

DEED: Clerk's File No. 234121, OPR

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

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



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

Date of survey: September 15, 2025
 Job No. 23-2986E

COPY

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 18, 2023

Grantor(s): MICHAEL LEE MITTANCK and wife, LAURIE K. MITTANCK
 MELANIE MITTANCK MCCONAGHY, a single person

Grantor's Mailing Address: Michael and Laurie Mittanck
 1664 N 1770 East
 Mapleton, Utah County, Utah 84664

Melanie McConhaghy
 1809 Seminole Trace,
 Harker Heights, Bell County, Texas 76548

Grantee: LEIGHSURE RENTALS, LLC, a Texas Limited Liability Company

Grantee's Mailing Address: 240 Liberty Ln.
 Pleasanton, Atascosa County, Texas 78064

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration and a note of even date executed by Grantee, in the principal amount of One Million, One Hundred Thirty-Three Thousand and 00/100 Dollars (\$1,133,000.00), payable to the order of PINNACLE BANK. Said Note bears interest and is due and payable as therein set out and provides for acceleration of maturity and payment of attorney's fees in the event of default. It is secured by a Vendor's Lien retained in favor of PINNACLE BANK, in this Deed and by a Deed of Trust of even date from Grantee to TODD E. HUCKABEE, Trustee.

Property (together with all improvements):

TRACT I: Being 339.41 acres, more or less, called a 338.50 acres tract of land, being all of a 241.50 acre tract of land, called Parcel 1, all of a 77 acre tract of land, called Parcel 2, First Tract, and all of a 20 acre tract of land, called Parcel 2, Second Tract, Atascosa County, Texas, described in an instrument recorded in Volume 60, Page 820, Deed Records, Atascosa County, Texas, and lying in the P.C. Tumlinson Survey No. 57, Abstract No. 1066, the W.J. Anderson Survey No. 56, Abstract No. 990, the Jose Maria Moradio Survey No. 1228, Abstract No. 550, and the James Williams Survey No. 74, Abstract No. 928, Atascosa County, Texas; said 339.41 acres being more particularly described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

TRACT II: BEING 1.52 acres, more or less, being a portion of Old Pearsall Road, lying in the J. Weber Survey No. 1106, Abstract No. 877, Atascosa County, Texas; said 1.52 acres being more particularly described by metes and bounds in Exhibit B, attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: Grantor does hereby **RESERVE** unto Grantor, and Grantor's heirs, successors, and assigns, an undivided ninety percent (90%) interest in and to the oil, gas and other minerals, owned by Grantor, in, on and under and that may be produced from the above described

234121

8 pgs
WDVL

Property, together with all rights and privileges appurtenant thereto. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantors' interest(s) in the mineral estate in, on, and under the Property.

Exceptions to Conveyance and Warranty:

- Any visible or apparent roadway or easement over or across the subject Property, the existence of which does not appear of record.
- 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.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated January 8, 1936, executed by Stewart Cowan to F.L. Collier, et ux, recorded in Volume 133, Page 124, Deed Records, Atascosa County, Texas.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated December 1, 1942, executed by American National Insurance Company to Leon F. Steinle, recorded in Volume 157, Page 555, Deed Records, Atascosa County, Texas.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated January 30, 1943, executed by Leon F. Steinle, et ux, to Clarence R. Mittanck, recorded in Volume 158, Page 394, Deed Records, Atascosa County, Texas.
- Mineral Deed dated September 13, 1943, executed by Stewart Cowan to F.L. Collier, et ux, recorded in Volume 162, Page 443, Deed Records, Atascosa County, Texas.
- Mineral and/or Royalty Reservation dated August 23, 1943, executed by F.L. Collier, et ux, to William N. Gigstead, et ux, recorded in Volume 164, Page 24, Deed Records, Atascosa County, Texas.
- Mineral and/or Royalty Reservation dated November 1, 1950, from W.N. Gigstead, et ux, to C.R. Mittanck, recorded in Volume 206, Page 375, Deed Records, Atascosa County, Texas.
- Rights of Tenants, as tenants only, under the terms of any unrecorded lease or rental agreements including, but not limited to, a cattle lease with Leroy Krueger.
- Any title or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities
 - To tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - To lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - To filled-in lands, or artificial islands, or
 - To statutory water rights, including riparian rights, or

- To the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
- Any right, claim, and/or interest associated with the (i) fence encroachment(s); (ii) County Road 304 crossing the subject Property, subject to right of parties to use said road shown on the Survey Plat, prepared by Richard Pollock, RPLS 5825, Rakowitz Engineering & Surveying on March 29, 2023.
- Right of parties to use any portion of the subject Property lying in Old Pearsall Road.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated January 11, 1944, executed by S.P.J.S.T. to Wilhelm Mueller, recorded in Volume 163, Page 445, Deed Records, Atascosa County, Texas.
- Easement dated April 5, 1954, executed by Wilhelm Mueller, et ux to Central Power and Light Co., recorded in Volume 235, Page 44, Deed Records, Atascosa County, Texas.

Grantor, owner of the Property, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

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.

The Vendor's Lien and superior title to the Property are retained for the benefit of PINNACLE BANK, and are transferred to that party, without recourse on Grantor.

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

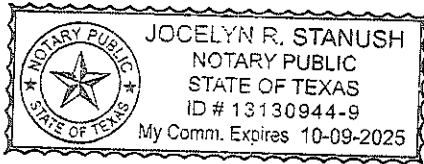
{SIGNATURES AND ACKNOWLEDGMENTS BEING ON NEXT PAGE}

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Melanie Mittanck McConaghy
MELANIE MITTANCK MCCONAGHY

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 19 day of May, 2023, by MELANIE MITTANCK MCCONAGHY



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN:

Law Office of Jaime J. Trevino Jr., PLLC
P.O. Box 163
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Leighsure Rentals, LLC
240 Liberty Ln.
Pleasanton, TX 78064

State of Texas
County of Atascosa

EXHIBIT A

Field notes for 339.41 acres, called a 338.50 acre tract of land, being all of a 241.50 acre tract of land, called Parcel 1, all of a 77 acre tract of land, called Parcel 2, First Tract, and all of a 20 acre tract of land, called Parcel 2, Second Tract, Atascosa County, Texas, lying in the P.C. Tumlinson Survey No. 57, Abstract No. 1066 the W.J. Anderson Survey No. 56, Abstract No. 990, the Jose Maria Moradio Survey No. 1228, Abstract No. 550, and the James Williams Survey No. 74, Abstract No. 928, Atascosa County, Texas, as shown on the accompanying Plat of Survey prepared for the Mike Mittanck, dated March 29, 2023.

A 339.41 acres, called a 338.50 acre tract of land, being all of a 241.50 acre tract of land, called Parcel 1, all of a 77 acre tract of land, called Parcel 2, First Tract, and all of a 20 acre tract of land, called Parcel 2, Second Tract, Atascosa County, Texas, described in an instrument, recorded in Clerk's File No. 199615415, Official Public Records, Atascosa County, Texas, and Volume 60, Page 820, Deed Records, Atascosa County, Texas, and lying in the P.C. Tumlinson Survey No. 57, Abstract No. 1066, the W.J. Anderson Survey No. 56, Abstract No. 990, the Jose Maria Moradio Survey No. 1228, Abstract No. 550, and the James Williams Survey No. 74, Abstract No. 928 Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a fence corner post, found for the South corner of said Parcel 1, being the North corner of the intersection of County Road 301 and Old Pearsall Road, said point of beginning being the South corner of this tract of land;

Thence North $71^{\circ} 00' 07''$ West, 6204.36 feet, along the Southwest line of said Parcel 1, and said First Tract, being the Northeast line of Old Pearsall Road, a 129.676 acre tract of land, described in an instrument, recorded in Clerk's File No. 84112, Official Public Records, Atascosa County, Texas, and a 117.48 acre tract of land, described in an instrument, recorded in Clerk's File No. 218457, Official Public Records, Atascosa County, Texas, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said First Tract, being a reentrant corner of said 117.48 acre tract of land, said point being the West corner of this tract of land;

Thence North $18^{\circ} 57' 56''$ East, 2117.68 feet, along the Northwest line of said First Tract, and Second Tract, being a common line of said 117.48 acre tract of land, to a point marked by a 1/2 inch steel rod monument, found for the North corner of said Second Tract, being a reentrant corner of said 117.48 acre tract of land, said point being a North corner of this tract of land;

Thence South $71^{\circ} 45' 02''$ East, 1698.74 feet, along the Northeast line of said Second Tract, being a common line of said 117.48 acre tract of land, and the Southwest line of a 46.00 acre tract of land, Property Identification No. 198875, ACAD, to a point marked by a fence corner post, found for a salient corner of said Second Tract, being a reentrant corner of said 46.00 acre tract of land, said point being a salient corner of this tract of land;

Thence South $17^{\circ} 58' 08''$ West, 113.13 feet, along the Northeast line of said Second Tract, being a common line of said 46.00 acre tract of land, to a point marked by a fence corner post, found for a reentrant corner of Second Tract, being a salient corner of said 46.00 acre tract of land, said point being a reentrant corner of this tract of land;

Thence South $71^{\circ} 43' 43''$ East, 332.36 feet, continuing along same common line, to a point marked by a 1/2 inch steel rod monument, found for the East corner of Second Tract, being the South corner of said 46.00 acre tract of land, and lying on the Northwest line of said Parcel 1, said point being a reentrant corner of this tract of land;

Thence North $19^{\circ} 05' 32''$ East, 1625.87 feet, along the Northwest line of said Parcel 1, being the Southeast line of said 46.00 acre tract of land, and across County Road 304, to a calculated point, being the North corner of said Parcel 1, said calculated point being the North corner of this tract of land;

Thence South $71^{\circ} 17' 09''$ East, along the Northeast line of Parcel 1, across County Road 304, being the Southwest line of a 21.00 acre tract of land, described in an instrument, recorded in Clerk's File No. 94663, Official Public Records, Atascosa County, Texas, and a 21.00 acre tract of land, described in an instrument, recorded in Clerk's File No. 94707, Official Public Records, Atascosa County, Texas, passing a point at 68.66 feet, marked by a 1/2 inch steel rod monument, found for the North corner of the occupied boundary, in all a total distance of 1919.51 feet, to a point marked by a fence corner post, found for the upper East corner of said Parcel 1, being the North corner of a

27.912 acre tract of land, described in an instrument, recorded in Clerk's File No. 94708, Official Public Records, Atascosa County, Texas, said point being the upper East corner of this tract of land;

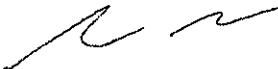
Thence South 19° 00' 27" West, 2135.35 feet, along the Southeast line of said Parcel 1, being the Northwest line of said 27.912 acre tract of land, to a point marked by a fence corner post, found for a reentrant corner of said Parcel 1, being the West corner of said 27.912 acre tract of land, said point being a reentrant corner of this tract of land;

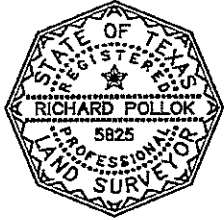
Thence South 71° 04' 31" East, 2260.38 feet, along a Northeast line of said Parcel 1, being the Southwest line of said 27.912 acre tract of land, a 28.386 acre tract of land, described in an instrument, recorded in Clerk's File No. 94667, Official Public Records, Atascosa County, Texas, and a 42.04 acre tract of land, Property Identification No. 16874, ACAD, to a point marked by a fence corner post, found for the lower East corner of said Parcel 1, being the South corner of said 42.04 acre tract of land, and lying on the Northwest line of County Road 301, said point being the lower East corner of this tract of land;

Thence South 19° 21' 22" West, 1533.92 feet, along the Southeast line of said Parcel 1, being the Northwest line of County Road 301, to the point of beginning;

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

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 339.41 acres, on the accompanying Plat of Survey prepared for the Mike Mittanck, dated March 29, 2023, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-406-0



State of Texas
County of Atascosa

EXHIBIT B

Field notes for 1.52 acres, being a portion of Old Pearsall Road, lying in the J. Weber Survey No. 1106, Abstract No. 877, Atascosa County, Texas, as shown on the accompanying Plat of Survey prepared for Mike Mittanck, dated March 29, 2023.

A tract of land containing 1.52 acres, being a portion of Old Pearsall Road, and lying in the J. Weber Survey No. 1106, Abstract No. 877, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a fence corner post, found for the Northwest corner of the intersection of Old Pearsall Road and County Road 301, being the South corner of a 241.50 acre tract of land, called Parcel 1, said point of beginning being the East corner of this tract of land;

Thence across Old Pearsall Road, the following bearings and distances;

North 71° 54' 06" West, 1433.38 feet, to a calculated point, said point being an angle point of this tract of land;

North 71° 06' 58" West, 815.36 feet, to a calculated point, said point being an angle point of this tract of land;

North 70° 57' 20" West, 724.70 feet, to a calculated point, said point being an angle point of this tract of land;

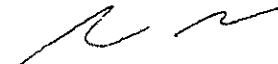
North 71° 00' 08" West, 579.77 feet, to a calculated point, lying at the West corner of said Old Pearsall Road, being the Southeast line of a 129.676 acre tract of land, Property Identification No. 16504, ACAD, said point being the West corner of this tract of land;

Thence North 19° 57' 11" East, 23.54 feet, along the Northwest line of Old Pearsall Road, being a common line of said 129.676 acre tract of land, to a calculated point, found for the North corner of Old Pearsall Road, being the East corner of said 129.676 acre tract of land, and lying on the Southwest line of said 241.50 acre tract of land, said point being the North corner of this tract of land;

Thence South 71° 00' 07" East, 3552.63 feet, along the Northeast line of said Old Pearsall Road, being the Southwest line of said 241.50 acre tract of land, to the point of beginning;

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

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 1.52 acres, on the accompanying Plat of Survey prepared for the Mike Mittanck, dated March 29, 2023, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-406-0



**CONFORMED COPY
OFFICIAL PUBLIC RECORDS**

Theresa Carrasco

Theresa Carrasco, County Clerk
Atascosa County Texas
May 22, 2023 02:21:55 PM

FEE: \$54.00 LCASTANEDA **234121**
WDVL

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 survey attached hereto as Exhibit A as being approximately 13.78 acres out of 339.41 acres, more or less, described in a Warranty Deed, Instrument Number 234121, Official Public Records, Atascosa County, Texas, and being currently owned by Leighsure Rentals, 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 the lot is being as more than 10 acres. 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 19.

Meeting Date: 10/14/2025
Item Title: Exception - Wiederhold, Private Road D55
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 Miranda Wiederhold on Private Road D55 in Precinct
Development: 3.

ATTACHMENTS

Wiederhold Certificate
Wiederhold - Registration Packet

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 2 tracts of land out of an original 34.72 acres, more or less, described in a Deed, Instrument Number 179534, Official Public Records, Atascosa County, Texas, and being currently owned by Miranda Wiederhold, 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



Registration for Division of Land in Atascosa County

I, Miranda Wiederhold, am the owner of the attached filed division of land located at 1095 PR D-55 Potect, TX 78065 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner



Date: 09/24/2025

Signature: *M. Wiederhold*

Printed Name: miranda wiederhold

ACKNOWLEDGMENT

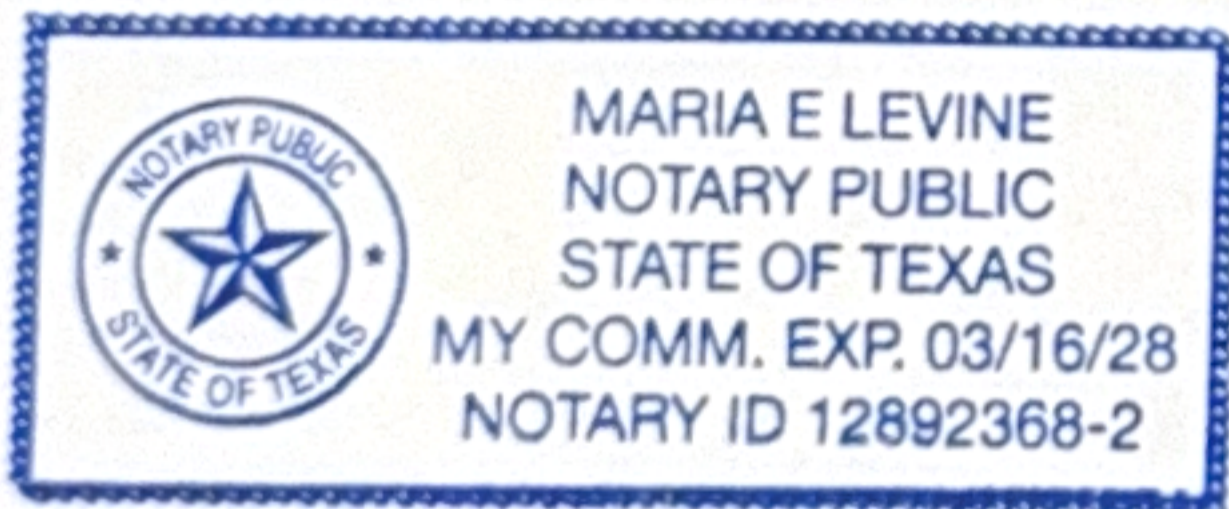
STATE OF TEXAS

COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this Sept 26, 2025
Maria E. Levine

Notary Public, in and for
State of Texas





4 PGS
D

179534

Prepared By and After Recording Return to: <i>Maria H Reyes</i> P O Box 1226 Poteet, TX 78065	-----Above This Line Reserved For Official Use Only-----
Send Tax Statements to Grantee (Name and Address): <i>Miranda Wiederhold</i> P.O. Box 1144 Poteet, TX 78065	

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

GIFT DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR CONSIDERATION of the love and affection which *Maria Reyes*, an Individual, hereinafter referred to as "Grantor", bears unto *Miranda Wiederhold* and *N/A*, hereinafter referred to as Grantees, and also for the better maintenance, support, protection and livelihood of Grantees, Grantor does hereby GRANT AND CONVEY unto Grantees, as joint tenants and not as tenants in common, all that certain tract or parcel of land lying and being situated in the County of *Atascosa*, City of *Poteet*, State of Texas, and more particularly described as follows, to-wit:

[INSERT DESCRIPTION OR ATTACH AS EXHIBIT]

Prior instrument reference: *Deed* Book *839*, Page *370*, Document No. _____, of the Recorder of *Atascosa* County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantees, their successors and assigns forever; and Grantor herein hereby binds itself, its successors, assigns, and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the above named Grantee, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantees, TO HAVE AND TO HOLD as joint tenants, with right of survivorship and not as tenants in common, their heirs, personal representatives, executors and assigns forever: it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

The property herein conveyed is not a part of the homestead of Grantor, or is part of the homestead of Grantor and the conveyance is joined by both Husband and Wife.

WITNESS Grantor's hand this the 24 day of May, 2017.

Maria H Reyes
Grantor

Maria H Reyes
Type or Print Name

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on May 24, 2017 (date) by Maria Reyes (name of representative) as Self (title of representative) of Maria Reyes (name of entity or person represented).

S. Breland
Notary Public

My commission expires: 1/21/19 Samantha Breland
Type or Print Name

Mailing Address of Grantee:

Name
Miranda Wiederhold

Address
P.O. Box 1144
Poteet, TX 78065

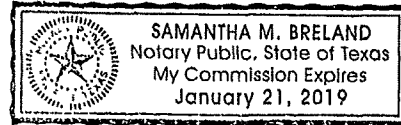


EXHIBIT A

BEING 34.72 acres of land, more or less, out of the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, and being the same tract of land described in Volume 824, Page 581, Deed Records, Atascosa County, Texas, said 34.72 acres being more particularly described as follows:

BEGINNING at a fence corner for the southwest corner of this tract and the southwest corner of a

147.37 acre tract of land described in Volume 391, Page 442, Deed Records, Atascosa County, Texas.

THENCE N 29 degrees 43' 19" E, 1497.47 feet along a fence line and the west line of the 147.37 acre tract to a fence corner for the northwest corner of this tract and the northwest corner of the 147.37 acre tract.

THENCE S 59 degrees 45' 56" E, 997.99 feet along a fence line and the north line of the 147.37 acre tract to an iron pin for the northeast corner of this tract.

THENCE S 28 degrees 39' 28" W, 1492.58 feet to an iron pin in the south fence line of the 147.37 acre tract for the southeast corner of this tract.

THENCE N 60 degrees 4' 00" W, 1025.68 feet along a fence line and the south line of the 147.37 acre tract to the POINT OF BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Gonzales

Diane Gonzales, County Clerk
Atascosa County, Texas

May 24, 2017 01:53:33 PM

FEE: \$38.00 MVALDEZ
D

179534

State of Texas
County of Atascosa

Field notes for a 24.44 acre tract of land, being out of a 34.69 acre tract of land, called 34.72 acres, and all of a 0.745 acre tract of land, called Tract 3B, lying in the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025.

A 23.69 acre tract of land, being out of a 34.69 acre tract of land, called 34.72 acres, and all of a 0.745 acre tract of land, called Tract 3B, described in an instrument recorded as Clerk's File No. 255555, Official Public Records, Atascosa County, Texas, lying in the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, described in instrument, recorded in Volume 112, Page 718, Deed Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 1/2 inch steel rod monument, found at the North corner of said 34.72 acre tract of land, being the upper East corner of a 297.17 acre tract of land, described in an instrument recorded as Clerk's File No. 200854, Official Public Records, Atascosa County, Texas, and lying on the Southwest line of a 103.92 acre tract of land, with a parcel id #216281 A.C.A.D., Atascosa County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 60° 04' 56" East, 396.04 feet, along the Northeast line of said 34.72 acre tract of land, being the Southwest line of said 103.92 acre tract of land, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set for the North corner of an 11.00 acre tract of land, surveyed this same day, said point being the upper East corner of this tract of land;

Thence across said 34.72 acre tract of land, the following bearings and distances;

South 28° 12' 08" West, 801.21 feet, being a common line of said 11.00 acre tract of land, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set for the West corner of said 11.00 acre tract of land, said point being a reentrant corner of this tract of land;

South 60° 25' 13" East, 599.58 feet, being a common line of said 11.00 acre tract of land, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set on the Southeast line of said 34.72 acre tract of land, being the Northwest line of a 3.110 acre tract of land, called Tract 3A, described in an instrument recorded as Clerk's File No. 225636, Official Public Records, Atascosa County, Texas, for the South corner of said 11.00 acre tract of land, said point being the lower East corner of this tract of land;

Thence South 28° 12' 08" West, 338.50 feet, along the Southeast line of said 34.72 acre tract of land, being the Northwest line of said Tract 3A, continuing along the Northwest line of the residue of a 15.00 acre tract of land, described in instrument, recorded in Volume 621, Page 76, Deed Records, Atascosa County, Texas, to a point marked by a 1/2 inch steel rod monument, found at the West corner of said residue of the 15.00 acre tract of land, being the North corner of said Tract 3B, said point being a reentrant corner of this tract of land;

Thence South $61^{\circ} 48' 10''$ East, 93.56 feet, along the Northeast line of said Tract 3B, being the Southwest line of the residue of said 15.00 acre tract of land, to a point marked by a 1/2 inch steel rod monument, found at the East corner of said Tract 3B, being the South corner of the residue of the 15.00 acre tract of land, and lying on the Northwest line of a 3.783 acre tract of land, described in an instrument recorded as Clerk's File No. 129021, Official Public Records, Atascosa County, Texas, said point being a salient corner of this tract of land;

Thence South $28^{\circ} 59' 17''$ West, 358.44 feet, along the Southeast line of said Tract 3B, being the Northwest line of said 3.783 acre tract of land, to a point marked by a 1/2 inch steel rod monument, found at the South corner of said Tract 3B, being the West corner of said 3.783 acre tract of land, and lying on the Northeast line of a 23.93 acre tract of land, called Fourth Tract, described in instrument, recorded in Volume 163, Page 298, Deed Records, Atascosa County, Texas, said point being the South corner of this tract of land;

Thence North $60^{\circ} 25' 13''$ West, along the Southwest line of said Tract 3B, being the Northeast line of said Fourth Tract, and the Southwest line of said 34.72 acre tract of land, and continuing along the Northeast line of a 23.93 acre tract of land, described in an instrument recorded as Clerk's File No. 186386, Official Public Records, Atascosa County, Texas, and the Northeast line of said 297.17 acre tract of land, at 88.67 feet, passing a 1/2 steel rod monument, found for the West corner of said Tract 3B, in all a total distance of 1114.73 feet, to a point marked by a 1/2 inch steel rod monument, found at the West corner of said 34.72 acre tract of land, being a reentrant corner of said 297.17 acre tract of land, said point being the West corner of this tract of land;

Thence North $29^{\circ} 22' 07''$ East, 1497.88 feet, along the Northwest line of said 34.72 acre tract of land, being a Southeast line of said 297.17 acre tract of land, to the point of beginning;

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

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 24.44 acres, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

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

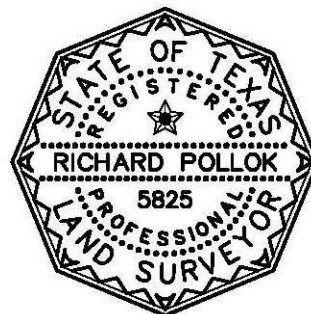
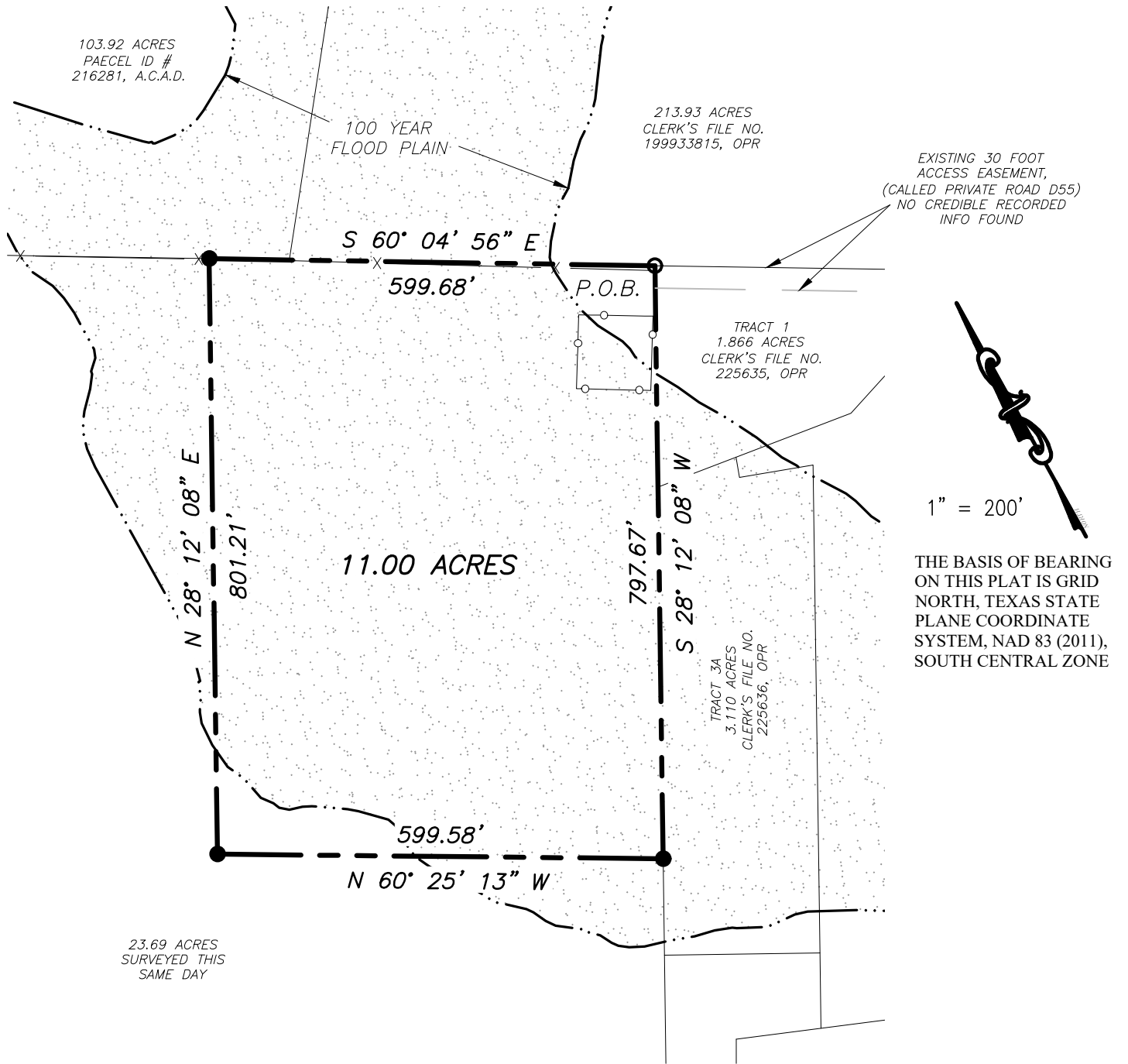


EXHIBIT OF SURVEY

OF
 11.00 ACRES, BEING OUT OF A 34.69 ACRE TRACT OF LAND, CALLED A 34.72 ACRE TRACT OF LAND, LYING IN THE CRUZ LANDIN SURVEY NO. 45, ABSTRACT NO. 527, ATASCOSA COUNTY, TEXAS



LEGEND

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

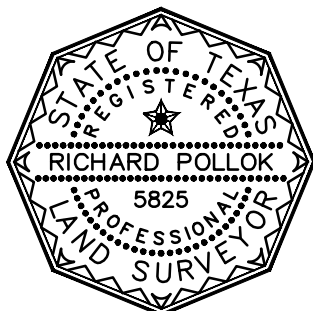
Prepared for:
Wyatt Cumpian

REFERENCES:

DEED: Vol 112, Page 718, DR
 Flood plain panel #48013C0175C
 Issued date: 11-04-2010

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

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




Date of survey: August 27, 2025

Job No. 25-3700

State of Texas
County of Atascosa

Field notes for a 11.00 acre tract of land, being out of a 34.69 acre tract of land, called 34.72 acres, lying in the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025.

A 11.00 acre tract of land, being out of a 34.69 acre tract of land, called 34.72 acres, lying in the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, described in instrument, recorded in Volume 112, Page 718, Deed Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 1/2 inch steel rod monument, found at the East corner of said 34.72 acre tract of land, being the North corner of a 1.866 acre tract of land, called Tract 1, described in an instrument recorded as Clerk's File No. 225635, Official Public Records, Atascosa County, Texas, and lying on the Southwest line of a 213.93 acre tract of land, described in an instrument recorded as Clerk's File No. 199933815, Official Public Records, Atascosa County, Texas, said point of beginning being the East corner of this tract of land;

Thence South 28° 12' 08" West, 797.67 feet, along the Southeast line of said 34.72 acre tract of land, being the Northwest line of said Tract 1, and continuing along the Northwest line of a 3.110 acre tract of land, called Tract 3A, described in an instrument recorded as Clerk's File No. 225636, Official Public Records, Atascosa County, Texas, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set for the lower East corner of a 23.69 acre tract of land, surveyed this same day, said point being the South corner of this tract of land;

Thence across said 34.72 acre tract of land, with common lines of said 23.69 acre tract of land, the following bearings and distances;


North 60° 25' 13" West, 599.58 feet, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set for a reentrant corner of said 23.69 acre tract of land, said point being the West corner of this tract of land;

North 28° 12' 08" East, 801.21 feet, to a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set on the Northeast line of said 34.72 acre tract of land, being the Southwest line of a 103.92 acre tract of land, with a parcel id #216281 A.C.A.D, Atascosa County, Texas, for the upper East corner of said 23.69 acre tract of land, said point being the North corner of this tract of land;

Thence South 60° 04' 56" East, 599.68 feet, along the Northeast line of said 34.72 acre tract of land, being the Southwest line of said 103.92 acre tract of land, and continuing along the Northwest line of said 213.93 acre tract of land, to the point of beginning;

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

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 11.00 acres, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


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

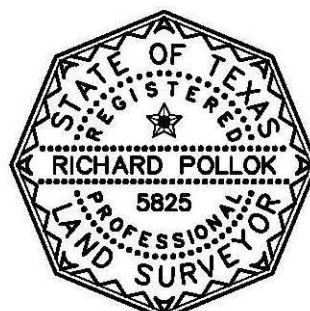
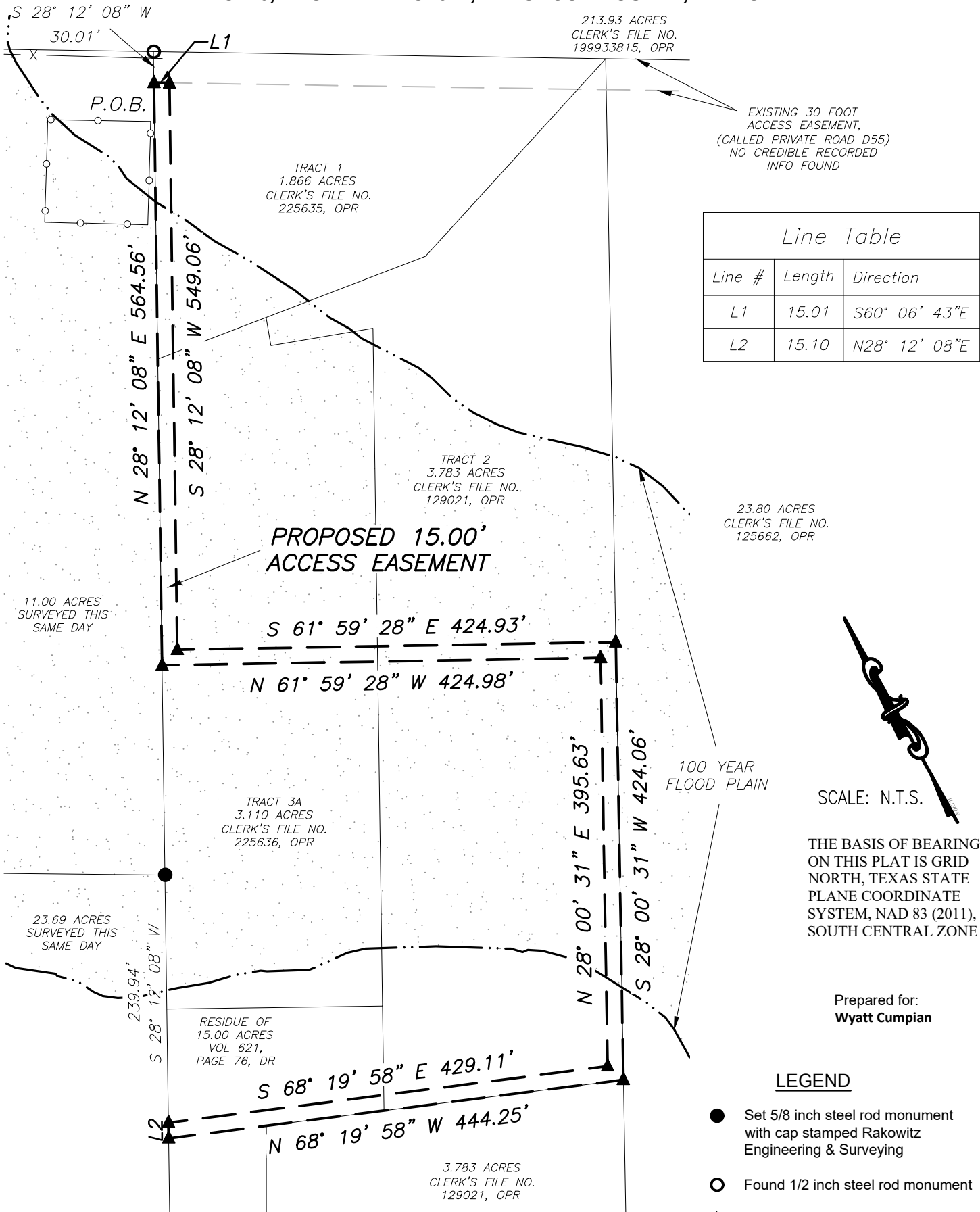


EXHIBIT OF SURVEY

OF

A 15 FOOT ACCESS EASEMENT, BEING OUT OF A 1.866 ACRE TRACT OF LAND, CALLED TRACT 1, A 4.759 ACRE TRACT OF LAND, CALLED TRACT 2, A 3.110 ACRE TRACT OF LAND, CALLED TRACT 3A, AND THE RESIDUE OF A 15.00 ACRE TRACT OF LAND, LYING IN THE CRUZ LANDIN SURVEY NO. 45, ABSTRACT NO. 527, ATASCOSA COUNTY, TEXAS



11.00 ACRES SURVEYED THIS SAME DAY

23.69 ACRES SURVEYED THIS SAME DAY

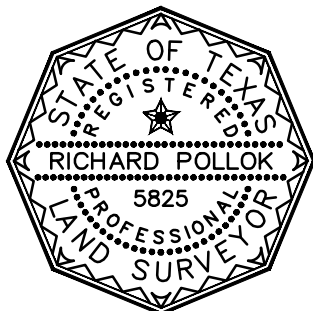
RESIDUE OF 15.00 ACRES VOL 621, PAGE 76, DR

REFERENCES:

DEED: Vol 112, Page 718, DR
Flood plain panel #48019C0405F
Issued date: 5-10-2020

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

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



100 YEAR FLOOD PLAIN

SCALE: N.T.S.

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

Prepared for:
Wyatt Cumpian

LEGEND

- Set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying
- Found 1/2 inch steel rod monument
- ▲ A calculated point
- Boundary line
- Adjoiner
- X- Barbed wire fence

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

Date of survey: August 27, 2025

Job No. 25-3700

State of Texas
County of Atascosa

Field notes for a 15 foot access easement, being out of a 1.866 acre tract of land, called Tract 1, a 3.110 acre tract of land, called Tract 3A, a 4.783 acre tract of land, called Tract 2, and the residue of a 15.00 acre tract of land, lying in the Cruz Landin Survey No. 45, Abstract No. 527, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025.

A 15 foot access easement, being out of a 1.866 acre tract of land, called Tract 1, described in an instrument recorded as Clerk's File No. 225635, Official Public Records, Atascosa County, Texas, a 3.110 acre tract of land, called Tract 3A, described in an instrument recorded as Clerk's File No. 225636, Official Public Records, Atascosa County, Texas, a 4.783 acre tract of land, called Tract 2, described in an instrument recorded as Clerk's File No. 129021, Official Public Records, Atascosa County, Texas, and the residue of a 15.00 acre tract of land, described in an instrument recorded as Clerk's File No. 225636, Official Public Records, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a calculated point, which bears South 28° 12' 08" West, 30.01 feet, from a point marked by a 1/2 inch steel rod monument, found at the North corner of said Tract 1, being the East corner of a 34.72 acre tract of land, the East corner of an 11.00 acre tract of land, surveyed this same day, and lying on the Southwest line of a 213.93 acre tract of land, described in an instrument recorded as Clerk's File No. 199933815, Official Public Records, Atascosa County, Texas, said point of beginning being the Northwest corner of this easement;

Thence across said Tract 1, Tract 3A and Tract 2, the following bearings and distances;

South 60° 06' 43" East, 15.01 feet, to a calculated point, said point being the Northeast corner of this easement;

South 28° 12' 08" West, 549.06 feet, to a calculated point, said point being a reentrant corner of this easement;

South 61° 59' 28" East, 424.93 feet, to a calculated point, lying on the Southeast line of said Tract 2, being the Northwest line of a 23.80 acre tract of land, described in an instrument recorded as Clerk's File No. 125662, Official Public Records, Atascosa County, Texas, said point being a salient corner of this easement;

South 28° 00' 31" West, 424.06 feet, along the Southeast line of said Tract 2, being the Northwest line of said 23.80 acre tract of land, to a calculated point, at the South corner of said Tract 2, being the East corner of a 3.783 acre tract of land, described in an instrument recorded as Clerk's File No. 129021, Official Public Records, Atascosa County, Texas, said point being the Southeast corner of this easement;

Thence North 68° 19' 58" West, 444.25 feet, along the Southwest line of said Tract 2, being the Northeast line of said 3.783 acre tract of land, and continuing across the residue of a 15.00 acre tract of land, described in an instrument recorded in Volume 621, Page 76, Deed Records, Atascosa County, Texas, to a calculated point, lying on the Northwest line of said residue of the 15.00 acre tract of land, being the Southeast line of a 34.72 acre tract of land, described in an instrument recorded in Volume 112, Page 718, Deed Records, Atascosa County, Texas, also being the Southeast line of a 23.69 acre tract of land, surveyed this same day, said point being the Southwest corner of this easement;

Thence North 28° 12' 08" East, 15.10 feet, along the Northwest line of said residue of the 15.00 acre tract of land, being the Southeast line of said 34.72 acre tract of land, and the Southeast line of said 23.69 acre tract of land, to a calculated point, which bears South 28° 12' 08" West, 239.94 feet, from a point marked by a 5/8 inch steel rod monument with a cap stamped Rakowitz Engineering and Surveying, set for the lower East corner of said 23.69 acre tract of land, being the South corner of said 11.00 acre tract of land, said point being a salient corner of this easement;

Thence across said residue of the 15.00 acre tract of land, said Tract 2, and said Tract 3A, the following bearings and distances;

South 68° 19' 58" East, 429.11 feet, to a calculated point, said point being a reentrant corner of this easement;

North 28° 00' 31" East, 395.63 feet, to a calculated point, said point being a reentrant corner of this easement;

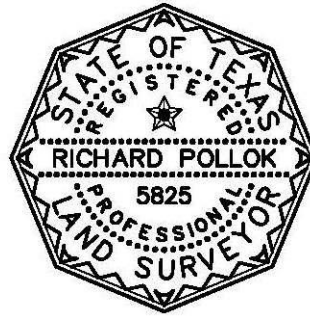
North 61° 59' 28" West, 424.98 feet, to a calculated point, lying on the Northwest line of said Tract 3A, being the Southeast line of said 34.72 acre tract of land, and the Southeast line of said 11.00 acre tract of land, said point being a salient corner of this easement;

Thence North 28° 12' 08" East, 564.56 feet, along the Northwest line of said Tract 3A, being the Southeast line of said 34.72 and 11.00 acre tract of land, and continuing along the Northwest line of said Tract 1, to the point of beginning;

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

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 15 foot access easement, as shown on the accompanying Exhibit of Survey prepared for the Wyatt Cumpian, dated August 27, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

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



**AGENDA REQUEST
(GENERAL)**

Agenda Item 20.

Meeting Date: 10/14/2025
Item Title: Exception - McKinney County Road 331
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 Gary & Dana McKinney on County Road 331 in
Precinct 3.

ATTACHMENTS

McKinney Packet
McKinney Certificate



Registration for Division of Land in Atascosa County

I Gary + Dana McKinney, am the owner of the attached filed division of land located at Natascosa Colony Farms Lot 78 26.28 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

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



Date: 10-7-20-25

Signature: Gary McKinney & Dana McKinney

Printed Name: [Handwritten Signature]

ACKNOWLEDGMENT

STATE OF TEXAS

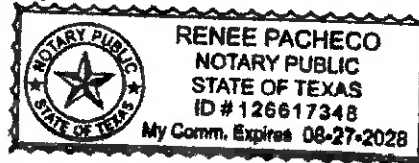
COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Gary McKinney & Dana McKinney 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 11th October, 2025.

[Handwritten Signature: Renee Pacheco]

Notary Public, in and for
State of Texas



3 PGS
WDVL

159810

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.

WD/VL CONNIE J. WALKER, *a/k/a* CONNIE JEAN WALKER to GARY W. MCKINNEY, ET UX

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

That CONNIE J. Walker, *also known as* CONNIE JEAN WALKER, of Atascosa County, Texas, (herein referred to as "Grantor"), 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 Grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of that one certain Promissory Vendor's Lien Note of even date herewith, being in the principal sum of FIFTY THOUSAND TWENTY AND 00/100 DOLLARS (\$50,020.00), payable to the order of Grantor, which Note bears interest and is due and payable as therein set out, and which Note further contains the usual default, acceleration of maturity, and attorney's fee clauses, the payment of which is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alfred A. Steine, Trustee; has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto GARY W. MCKINNEY and wife, DANA K. MCKINNEY, whose address is 8965 County Road 331, Jourdanton, Atascosa County, Texas 78026 (herein referred to as "Grantees"), all of the following described real property ("Property") located in Atascosa County, Texas, to-wit:

BEING 25.01 acres of land, more or less, out of the John Neill Survey No. 1191, Abstract No. 641, Atascosa County, Texas, and being a part or portion of the land described in a conveyance to James E. Walker, Jr. and wife, Connie J. Walker, in the deed of record in Book 193, Page 57 of the Official Public Records of Atascosa County, Texas, and further being a part or portion of Tract 78 of Natascosa Colony Farms Subdivision, as per map or plat of said Subdivision recorded on Sheet 7-A, New Plat Cabinet, Plat Records, Atascosa County, Texas, and being more particularly described by metes and bounds in the EXHIBIT "A" attached hereto and incorporated herein by reference for all purposes.

SAVE AND EXCEPT HOWEVER, and there is hereby reserved unto Grantor, and her heirs, successors and assigns for a term ending when the above-referenced Promissory Vendor's Lien Note is paid in full, an undivided 50% of all rights, title, and interests owned by Grantor in and to the oil, gas and other minerals lying in and under or upon or that may be saved and produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for oil, gas, and other minerals and removing the same therefrom.

This conveyance and the hereinafter warranty are made expressly subject to the following items:

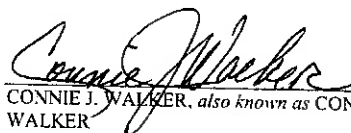
- a. Any visible or apparent roadway or easement over or across the subject property, the existence of which does not appear of record;
- b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, presently recorded in the public records of Atascosa County, Texas;
- c. Oil Lease dated September 1, 1937, executed by Henry Schorsch, et ux to A. A. Hendrix, recorded in Vol. 137, Page 637, Deed Records of Atascosa County, Texas;
- d. Mineral and/or Royalty Reservation as set out in Warranty Deed dated December 2, 1965, executed by Joe Tymrak, et ux to Jerrell Brauchle, recorded in Vol. 307, Page 481, Deed Records of Atascosa County, Texas;

- e. Mineral and/or Royalty Reservation as set out in Warranty Deed dated November 9, 1966, executed by Jerrell Brauchle, et ux to Woodrow Marsh, recorded in Vol. 311, Page 456, Deed Records of Atascosa County, Texas;
- f. Memorandum of Oil, Gas and Liquid Hydrocarbons Lease dated December 12, 2010, executed by and between Dewey M. Smith and Murphy Exploration & Production Company - USA, recorded under Clerk's File No. 118736, amended in Clerk's File No. 121462, and ratified in Clerk's File Numbers. 128587 and 133441, Official Public Records of Atascosa County, Texas; and
- g. Memorandum of Oil, Gas and Liquid Hydrocarbons Lease dated effective April 18, 2011, executed by Connie Walker to Murphy Exploration & Production Company - USA, recorded under Clerk's File No. 121461, Official Public Records of Atascosa County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto GARY W. MCKINNEY and wife, DANA K. MCKINNEY, and their heirs and assigns forever; and Grantor does hereby bind herself, and her successors, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GARY W. MCKINNEY and wife, DANA K. MCKINNEY, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that a Vendor's Lien, as well as the superior title in and to the above described premises, is retained against the above described property, premises, and improvements, until the above described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, after which this Deed shall become absolute.

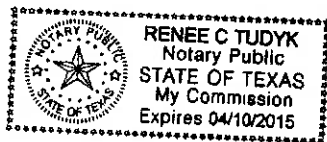
EXECUTED on this 20th day February, 2015.


 CONNIE J. WALKER, also known as CONNIE JEAN WALKER

Acknowledgement

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

This instrument was acknowledged before me on the 20th day of February, 2015, by CONNIE J. WALKER, also known as CONNIE JEAN WALKER.




 NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return to:

Gary & Dana McKinney
 8965 County Road 331
 Jourdanton, Texas 78026

Prepared by:

SILLIVENT LAW FIRM (RRS)
 P. O. Box 400
 Jourdanton, Texas 78026

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 25.01 ACRES OF LAND

BEING 25.01 acres of land out of the John Neil Survey No. 1191, Abstract No. 641, Atascosa County, Texas and being a part or portion of the land described in a conveyance to James E. Walker, Jr. and wife Connie J. Walker in the deed of record in Book 193, Page 57 of the Official Public Records of Atascosa County, Texas and further being a part or portion of Tract 78, Natascosa Colony Farms as shown on the plat of record in Sheet 7A of the Plat Records of Atascosa County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a set ½ inch rebar with a "Pollok & Sons" cap on the northerly right-of-way line of County Road No. 331 for the southwesterly corner of the Gary McKinney, et al land described in Document No. 91081, Atascosa County Official Public Records, the southeasterly corner of the Walker land and of this tract;

THENCE with said County Road right-of-way line,
North 89° 47' 07" West, distance of 596.20 feet to a set ½ inch rebar with a "Pollok & Sons" cap;
South 89° 21' 17" West, distance of 154.62 feet to a set ½ inch rebar with a "Pollok & Sons" cap for the southwesterly corner of this tract;

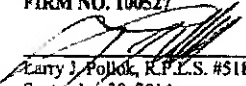
THENCE North 00° 31' 24" West, across the Walker land, distance of 1448.57 feet to set ½ inch rebar with a "Pollok & Sons" cap for the northwesterly corner of this tract on the northerly line of Walker land and southerly line of Tract 79 of the Natascosa Colony Farms;

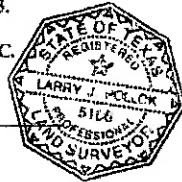
THENCE North 89° 28' 14" East, with the common line of Tract 79 and the Walker land, distance of 750.62 feet to a corner post for the northeasterly corner of the Walker land and of this tract and the northwesterly corner of the aforementioned Gary McKinney, et al land;

THENCE South 00° 31' 46" East, with the westerly line of the McKinney land and easterly line of this tract, distance of 1456.00 feet to the POINT OF BEGINNING containing 25.01 acres of land as shown on a plat that accompanies this description.

THE bearing system is based on NAD83.

POLLOK & SONS SURVEYING, INC.
FIRM NO. 100527


Larry J. Pollok, R.P.L.S. #5186
September 30, 2014



Ref: 14-0285
10081403

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County Texas

February 20, 2015 03:26:39 PM

FEE: \$34.00
WDVL

159810

MAUREEN PFEIFER
SEVENSON FAMILY TRUST
DOC. # 181291



SCALE 1" = 200'

JOHN NEIL SURVEY
NO. 1191
ABSTRACT NO. 641

EDDIE M. REEVES
AND WIFE
CHERYL A. REEVES
DOC. 172036

15.00
ACRES

RESIDUE OF
GARY W. MCKINNEY AND
WIFE DANA K. MCKINNEY
LAND
DOC. 159810

- 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

1/2" IRF

(N89°28'14"E)
N89°29'26"E

IRS

415.30'

654.82'
S04°33'51"E

2" PIPE CP

799.06'
S00°27'14"E

IRS

1/2" IRF W/CAP
POLLOK & SONS

460.02'

S89°59'33"W
(S89°21'17"W)

R.O.W. NOT TO SCALE
COUNTY ROAD NO. 331

SURVEY PLAT OF 15.00 ACRES OF LAND OUT OF THE JOHN NEIL SURVEY NO. 1191, ABSTRACT NO. 641, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO GARY W.

POLLOK & SONS



STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 15.00 ACRES OF LAND

BEING 15.00 ACRES OF LAND OUT OF THE JOHN NEIL SURVEY NO. 1191, ABSTRACT NO. 641, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO GARY W. MCKINNEY AND WIFE, DANA K. MCKINNEY IN THE DEED OF RECORD IN DOCUMENT 159810 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" rebar with a "Pollok & Sons" cap on the northerly right-of-way of County Road 331 for the southeasterly corner of the Eddie M. Reeves and wife, Cheryl A. Reeves land as described in Document 172036 of the Official Public Records of Atascosa County, Texas and the southwesterly corner of the McKinney land and of this tract;

THENCE North 00° 32' 32" West, with the common line of said Reeves land, a distance of 1448.21 feet to a found ½" pin on the southerly line of the Maureen Pfeifer Swenson Family Trust land as described in Document 181291 of the Official Public Records of Atascosa County, Texas for the northeasterly corner of said Reeves land and the northwesterly corner of the McKinney land and of this tract;

THENCE North 89° 29' 26" East, with the common line of said Maureen Pfeifer Swenson Family Trust land, a distance of 415.30 feet to a set ½" rebar with a "Pollok & Sons" cap for the northeasterly corner of this tract;

THENCE into and across the McKinney land as follows:

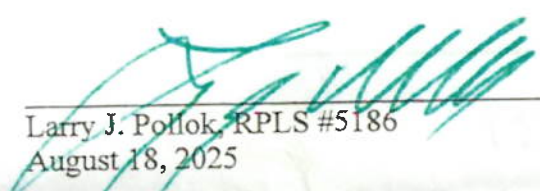
South 04° 33' 51" East, a distance of 654.82 feet to a 2" pipe corner post;

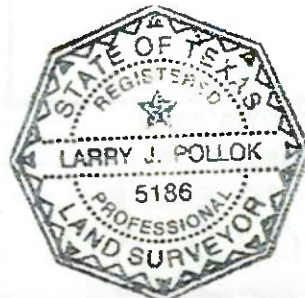
South 00° 27' 14" East, a distance of 799.06 feet to a set ½" rebar with a "Pollok & Sons" cap on the aforementioned northerly right-of-way of County Road 331 for the southeasterly corner of this tract;

THENCE South 89° 59' 33" West, with said right-of-way, a distance of 460.02 feet to the **POINT OF BEGINNING** and containing 15.00 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, RPLS #5186
August 18, 2025



Refer. 25-349

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 2 tracts of land out of an original 25.01 acres, more or less, described in a Deed, Instrument Number 159810, Official Public Records, Atascosa County, Texas, and being currently owned by Gary & Dana McKinney, 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 21.

Meeting Date: 10/14/2025

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 quote from I.T. TransUnion for TLOxp for online investigative services for all four Constables at \$1,620.00 annually from budget line 012-476-684 and authorizing County Judge to sign.

ATTACHMENTS

Quote

TransUnion Risk and Alternative
 Data Solutions, Inc.
 4530 Conference Way South
 Boca Raton, FL 33431
www.TLO.com
 800-856-5599

Quote



Date	Quote #
9/18/25	6858615 91825

Bill to
Atascosa County Constable's Office Pct. 2 1567 FM 3175 Lytle, TX 78052

P.O. Number	Account #	Terms
	6858615	N/A

Description	Quantity	Amount
Online Investigative Services 10/20/25 to 10/19/26	12 Months @ \$135.00* for 150 transactions	\$1,620.00**
<p>*Pricing will be higher in any given month if usage exceeds the monthly allotment of transactions included in the contract and/or if transactions are run that are not included in the contract.</p> <p>**Sales tax will be charged additionally each month depending on usage unless tax exempt documentation is received and approved.</p>		
	Total	\$1,620.00**

**AGENDA REQUEST
(GENERAL)**

Agenda Item 22.

Meeting Date: 10/14/2025
Item Title: letter of acceptance
Submitted For: Mark Gillespie, Commissioner, Pct. 1

Discuss and/or take appropriate action concerning:

Comm. Gillespie: Discuss and/or take appropriate action on acceptance of approximately 1,000 tons of road millings being donated to Atascosa county Pct. 1 by Clark Construction. The material was located on I-37 south/FM 99 and was picked up on October 1, 2025, by Atascosa county Pct. 1.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 23.

Meeting Date: 10/14/2025
Item Title: TIDC Grants
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning the review, acceptance of
County Auditor: and certification of the following Grants awarded from the Texas Indigent
Defense Commission (TIDC):
FY 2025-26 Continued Improvement Grant in the amount of \$1,886,295.00 for
the Atascosa Rural Regional Public Defender. (Current Grant - Multi-County
match up to \$943,146.00)
FY 2025-26 Improvement Grant in the amount of \$37,600.00 for the Atascosa
Rural Regional Public Defender Office for equipment and internship costs. (New
Grant - No County Match)
FY 2025-26 Improvement Grant in the amount of \$200,200.00 for the Public
Defender Mental Health unit for Atascosa County. (New Grant - Atascosa
County match of \$50,050.00)

ATTACHMENTS

TIDC - PDO GRANT
TIDC - PDO SUPPLEMENTAL GRANT
TIDC - PDO MENTAL HEALTH GRANT



CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brandon Creighton
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R."
Woolley, Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

September 22, 2025

The Honorable Weldon P. Cude
Atascosa County Judge
Via E-mail: wcude@co.atascosa.tx.us

RE: FY2026 Statement of Grant Award - SG-26-001

Dear Judge Cude:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Atascosa County a **FY2026 Continued Improvement Grant** in the amount of **\$1,886,295** for the **Atascosa Rural Regional Public Defender**. Your Statement of Grant Award for fiscal year 2026 is attached. Please sign page two of the award statement and return via e-mail to Grants@tidc.texas.gov to accept the award and become eligible for payments.

Congratulations to Atascosa County on taking the lead in Texas by developing and continuing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508 or ecolfax@tidc.texas.gov.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Copy: tbarrera@co.atascosa.tx.us
sbrown@co.atascosa.tx.us



TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2026 Improvement Grant

Grant Number: SG-26-001
 Grantee Name: Atascosa County
 Program Title: Atascosa Rural Regional Public Defender
 Grant Period: 10/1/2025-9/30/2026
 Grant Award: **\$1,886,295**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Atascosa County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 21)	\$1,941,450
2) Fringe Benefits	\$600,741
3) Travel and Training	\$60,000
4) Equipment	\$0
5) Supplies	\$164,250
6) Contract Services	\$63,000
7) Indirect Costs	\$0
Total Approved Budget	\$2,829,441
Participating Counties Contributions	\$943,146
Total Amount Funded by Commission	\$1,886,295

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in February 2025, including the rules and documents adopted by reference in the Commission’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the “Grant Terms and Conditions” contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2024.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA), these specific program requirements apply to this program.

1. Atascosa County will directly operate a Regional Public Defender's Office as defined in Article 26.044 of the Texas Code of Criminal Procedure. The program will provide indigent defense representation for qualified defendants in four participating counties in the region, including Atascosa, Wilson, Karnes, and Frio. Participating counties will execute interlocal agreements with Atascosa County reflecting each participating county's contribution to the cost of the program not covered by this grant.
2. Atascosa County must develop and maintain a Regional Public Defender Oversight Board to oversee the Regional Public Defender Office. The County must submit a draft policy detailing how the members are selected and the duties and procedures of the board to TIDC for feedback and approval prior to finalization. The Oversight Board must meet at least quarterly. The program's Oversight Board is responsible for recommending to the Commissioners Court the selection of the Chief Public Defender. The Chief Public Defender will be responsible for the implementation of this program and will hire staff sufficient to operate the department.
3. A Public Defender Office Case Representation Policies and Procedures Manual must be developed and provided to the Commission with the second quarterly progress report. The Public Defender Office should consider relevant professional standards of representation such as the Texas State Bar Performance Guidelines for Non-Capital Criminal Defense Representation when developing the manual. Any revised versions of the Policies and Procedures Manual must be submitted with regular quarterly progress reports.
4. The County must develop a written policy that includes caseload standards for the public defender office as required in Texas Code of Criminal Procedure Articles 26.044 and that is consistent with research-based weighted caseload guidelines published by TIDC. The caseload policy must require the Chief Public Defender to review caseloads at least quarterly. The Chief Public Defender must notify TIDC and the program's Oversight Board in writing within 30 days if caseloads exceed the adopted standards. TIDC will review caseloads exceeding TIDC published guidelines and may withhold program funding based on excessive caseloads.
5. Requests for proposals and contracts with third parties for core services under this grant must be provided to TIDC and approved prior to posting or execution.
6. This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
7. Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County must submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
8. The Public Defender's Office must record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report and Public Defender Addendum. Records must contain sufficient detail to allocate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals) and to document the number of cases disposed by attorney for each court.
9. Grantees that use grant funds to contract for services must develop and include in the contract provisions for monitoring each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs.
10. The County must track public defender employee data necessary and submit the public defender salary section of the annual Indigent Defense Expenditure Report detailing hire dates, separation dates, vacancies, and actual salaries for each grant-funded position.
11. The County must provide to TIDC the minimum job requirements and a full job description of the staff positions specified under this project for feedback and approval before positions are publicly posted.
12. Requests to revise the scope, target, or staffing of the project, or substantively alter project activities require advance written approval from TIDC. Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten

percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.

14. Equipment and other start-up costs included in the first-year start-up budget will not be carried forward into subsequent years of funding.
15. The Commissioners Court must adopt a public defender plan of operation or proposal that addresses the elements enumerated in Article 26.044 (c-1), Code of Criminal Procedure.
16. The judges must submit a copy of the public defender plan of operation or proposal approved by the applicable commissioners court as part of each indigent defense plan applicable to cases in which the public defender's office will provide representation, as required by Section 79.036(a)(2), Government Code.

**2025 Atascosa County Improvement Grant Application Narrative
Rural Regional Public Defender Sustainability Grant
Continued Multi-Year Improvement Grants**

a. Application Form

Counties Represented: **Atascosa, Frio, Karnes, Wilson**
Fiscal Year: **2025**
State Payee Identification Number: **17460014685**
Division To Administer Grant: **Tracy Barrera**
Program Title: **Rural Regional Public Defender Sustainability Grant**
Requested Grant Amount: **\$1,966,761.00**
Authorized Official: **Weldon P. Cude**
Financial Officer: **Tracy Barrera**
Program Director: **STEPHANIE R. BROWN**
Mailing Address: **1 Courthouse Circle; Suite 105; Jourdanton, TX 78026**

b. Introduction (Executive Summary)

The Atascosa Area Advocates Public Defenders Office's goal is to defend the constitutional rights of our clients within the counties of Atascosa, Wilson, Frio and Karnes by providing zealous legal representation, while meeting the highest ethical and professional standards in providing holistic and client-centered representation to all clients.

c. Problem Statement

The four counties represented by the Atascosa Area Advocates Public Defenders Office (AAPDO) are rural counties in low-income areas, which makes it difficult for the average person to afford legal representation by retained counsel. The AAPDO will provide representative to those indigent persons charged with a criminal offense, with a focus on their mental health, immigration, substance abuse and housing status. These counties are very limited in their available resources, especially in the mental health area. However, we are consistently looking for ways to expand the services in these areas.

d. Objectives

The program will achieve the following objectives:

1. Continue to provide the services of a public defender's office to the four counties of Atascosa, Wilson, Frio and Karnes via interlocal agreement with the participating counties detailing the services and contributions required from each participating county.
2. Continue to provide trial defense counsel and support services to the indigent in all participating counties and in the district and county courts.
3. Continue to use the Commission's Weighted Caseload Study Guidelines to set caseload limits for the program, which will serve as a basis for staffing.
4. Continue to act as a resource to assigned private counsel representing indigent defendants where the public defender has a conflict of interest.
5. Continue to provide quality representation to indigent defendants who are represented by the program and improve the performance of indigent defense systems throughout the counties being served.
6. Continue to measure program outcomes and assess program performance to provide information to local county and court officials about their indigent defense systems.
7. Continue to improve the efficiency of the criminal court systems in the participating counties by engaging in the representation of indigent defendants; promptly reducing unnecessary days of confinement in the county jails; and moving cases expeditiously and professionally to final disposition.

e. Activities

- 1) The Oversight Board for the Atascosa Area Advocates Public Defender's Office (AAPDO) continues to oversee the program, and recently named a new Chief.

- 2) A new office to serve the counties is currently under refurbishment/construction with the goal of being fully operational by the 2nd quarter to provide representation to clients and fulfill reporting and evaluation requirements.
- 3) The AAAPDO continues to operate with a policy and procedure manual that reflects the Commission's Weighted Caseload Study Guidelines on caseload limits and override/underoverride procedures.
- 4) The referral process from courts is strongly adhered to, making it possible to assist courts with submission of amendments to indigent defense plans if necessary.
- 5) The Chief Public Defender continues to assign attorneys and support staff to clients' cases in a manner that assures the availability of counsel at every critical stage of the criminal justice process.
- 6) Since the inception of the program two (2) staff investigators have been hired by the office to provide investigative services to attorneys in the public defender program.
- 7) The Chief Public Defender will continue to provide quarterly written status updates to the Oversight Board detailing the number of cases assigned to the office, status of staffing in the office, and other relevant information.

f. Evaluation

The following outputs from the case management system continue to be vital to the evaluation of this program:

1. Program Caseload: Tracking the number of active cases assigned/added and average caseload to the individual attorney and the public defender's program.
2. Cases Disposed: Providing reports detailing the number of disposed cases by case category and county.
3. Time spent on each case by investigators and social worker.
4. Days from appointment to first contact with defendant.
5. Length of time between arrest and resolution of the case.
6. Cases where the defendant is acquitted or case dismissed.

The program will continue to cooperate with the Commission to determine other measures that will be necessary to demonstrate the program's impact.

g. Future Funding

Future funding is necessary to ensure the continuous representation of indigent offenders is guaranteed. There are few local lawyers within our four (4) counties willing to accept appointments, and there are no funds for mileage accommodations for those private attorneys traveling from outside the counties. Because of limited resources, fees paid to private attorneys for indigent defense are well below fair market rates. As a result, court dockets and case resolutions are frequently delayed by court-appointed attorneys with scheduling conflicts or who prioritize their fee-paying clients. The failure to move cases expeditiously and efficiently causes jail populations and costs to be unnecessarily high.

More importantly, there is a serious need to improve the quality of defense services for the indigents accused of crimes. The ad hoc assignment of counsel at sub-market fees all too often results in a less than acceptable level of professional service. Many, if not most, private lawyers representing indigent defendant fail to interview their clients promptly after appointment, fail to investigate the defenses available, fail to review discovery materials offered by the prosecutor, fail to file any motions, fail to bring in expert witnesses when necessary, fail to address major issues such as serious mental illness, and fail to request a trial where that ultimate constitutional protection is indicated. The continued and increased funding of the Atascosa Area Advocates Public Defender's Office guarantees excellent representation for our four (4) counties long-term indigent defense systems.

h. Budget Narrative and Budget Form

From the program's inception, we have struggled to employ good, quality staff, predominately due to salaries being set so low. We have made small adjustments here and there to fix some of these issues. However, we are requesting salaries be more in line with other county and district attorneys, office staff and investigators. We have included a breakdown of the requested salaries, along with the 2 new requested positions.

Additionally, the fringe was not established properly, but we were able to stay within the budget due to not being fully staffed.

As we continue to evolve, a major issue resulting from growing pains has been finding adequate office space. We have found space that is suitable for our office. We are in the process of finalizing that project, which is why we are requesting additional funding for rent and utilities.

Another matter resulting from growing pains is that of sending staff to trainings and/or conferences. The increase for continuing education, training and conferences is to provide the necessary tolls for all staff and to ensure the continued success of this program.

Personnel Costs		\$2,685,642.00
FTE's	23.00	
Salary	\$2,037,000.00	
Fringe Benefits	\$648,642.00	
Travel and Training		\$60,000.00
Equipment		\$0.00
Supplies		\$143,500.00
Contract Services		\$61,000.00
Indirect		\$0.00
Total		\$2,950,142.00
Required County Match		\$983,381.00
Total less County Match		\$1,966,761.00



AAPDO 2026 Budget Request

Account Number	Account Name	2024 Budget	2025 Budget	2026 Budget
2024 012-488-401	Salary, Chief Public Defender	\$ 130,000.00	\$ 135,000.00	\$ 141,750.00
2024 012-488-402	Salary, Admin	\$ 185,000.00	\$ 357,000.00	\$ 374,850.00
2024 012-488-403	Salary, Attorneys	\$ 1,222,000.00	\$ 1,357,000.00	\$ 1,424,850.00
2024 012-488-491	Retirement	\$ 137,383.00	\$ 165,485.50	\$ 173,760.00
2024 012-488-492	Insurance - Hospital	\$ 268,905.00	\$ 283,500.00	\$ 278,460.00
2024 012-488-493	Social Security	\$ 117,428.00	\$ 141,448.50	\$ 148,521.00
2024 012-488-501	Office Supplies	\$ 8,500.00	\$ 10,000.00	\$ 12,000.00
2024 012-488-541	Rent	\$ 33,000.00	\$ 51,000.00	\$ 53,000.00
2024 012-488-605	Contract Work	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00
2024 012-488-610	Conference/Training Expense	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
2024 012-488-620	Dues / Memberships	\$ 500.00	\$ 5,000.00	\$ 5,000.00
2024 012-488-625	Miscellaneous	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00
2024 012-488-626	Library/Legal Research	\$ 12,750.00	\$ 12,750.00	\$ 14,000.00
2024 012-488-628	Postage	\$ 250.00	\$ 1,500.00	\$ 2,000.00
2024 012-488-637	Telephone/Data Usage	\$ 37,800.00	\$ 30,000.00	\$ 30,000.00
2024 012-488-638	Travel	\$ 42,200.00	\$ 50,000.00	\$ 50,000.00
2024 012-488-641	Utilities	\$ 13,461.00	\$ 20,000.00	\$ 30,000.00
2024 012-488-647	Legal Notices/Ads	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2024 012-488-683	Annual Maintenance	\$ 8,800.00	\$ 28,000.00	\$ 30,000.00
2024 012-488-684	Software	\$ 23,511.00	\$ -	\$ -
2024 012-488-685	Computers/Printers/Scanners	\$ 26,939.00	\$ 15,000.00	\$ 20,000.00
2024 012-488-690	HR - Screening / Testing	\$ 250.00	\$ 250.00	\$ 250.00
2024 012-488-841	Litigation Expenses/Expert	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
AARPDO Total Expenses		\$ 2,301,877.00	\$ 2,703,934.00	\$ 2,829,441.00

	<u>2025</u>	<u>Increased by %</u>	<u>2026</u>
Salary	\$ 1,849,000.00	5%	\$ 1,941,450.00
Fringe	\$ 590,434.00	2%	\$ 600,741.00
Travel & Training	\$ 60,000.00	0%	\$ 60,000.00
Supplies	\$ 143,500.00	14%	\$ 164,250.00
Contract Services	\$ 61,000.00	3%	\$ 63,000.00
	\$ 2,703,934.00	5%	\$ 2,829,441.00

AAAPDO 2026 Budget Request

2026 County Breakdown			
Percentages based on new caseload number / approved on 8/26/24			
	County Match 1/3	\$	943,147.00
	TIDC 2/3	\$	1,886,294.00
		\$	2,829,441.00
Atascosa	38.61%	\$	364,106.07
Wilson	28.40%	\$	267,866.58
Karnes	19.90%	\$	187,667.01
Frio	13.10%	\$	123,507.34
	100.00%	\$	943,147.00
Overall County Increase from 2025 to 2026			
	County Match 1/3	\$	41,835.67
	TIDC 2/3	\$	83,671.33
		\$	125,507.00
Atascosa	38.61%	\$	16,150.84
Wilson	28.40%	\$	11,881.90
Karnes	19.90%	\$	8,324.44
Frio	13.10%	\$	5,478.48
	100.00%	\$	41,835.67

**Atascosa County
Proposed Salaries
2026 Budget**

Department 012-488	AARPDO						RETIREMENT	HOSPITAL	TAXES		
Job Title	2024 Salary	2025 Salary	Increase Amoun	2026 Salary	401	402	403	491	492	493	
Chief Public Defender	130,000.00	135,000.00	5%	6,750.00	141,750.00	141,750.00		12,686.63	13,260.00	10,843.88	
Assistant Chief Public Defender	103,000.00	115,000.00	5%	5,750.00	120,750.00		120,750.00	10,807.13	13,500.00	9,237.38	
Senior Felony Attorney	92,000.00	106,000.00	5%	5,300.00	111,300.00		111,300.00	9,961.35	13,500.00	8,514.45	
Felony Attorney	87,000.00	103,000.00	5%	5,150.00	108,150.00		108,150.00	9,679.43	13,500.00	8,273.48	
Felony Attorney	84,500.00	103,000.00	5%	5,150.00	108,150.00		108,150.00	9,679.43	13,500.00	8,273.48	
Felony Attorney	82,000.00	100,000.00	5%	5,000.00	105,000.00		105,000.00	9,397.50	13,500.00	8,032.50	
Felony Attorney	82,000.00	100,000.00	5%	5,000.00	105,000.00		105,000.00	9,397.50	13,500.00	8,032.50	
Felony Attorney	82,000.00	100,000.00	5%	5,000.00	105,000.00		105,000.00	9,397.50	13,500.00	8,032.50	
Felony Attorney	82,000.00	100,000.00	5%	5,000.00	105,000.00		105,000.00	9,397.50	13,500.00	8,032.50	
Senior Misdemeanor + Juvenile Defenders	75,000.00	90,000.00	5%	4,500.00	94,500.00		94,500.00	8,457.75	13,500.00	7,229.25	
Misdemeanor + Juvenile Defenders	70,000.00	88,000.00	5%	4,400.00	92,400.00		92,400.00	8,269.80	13,500.00	7,068.60	
Misdemeanor + Juvenile Defenders	70,000.00	88,000.00	5%	4,400.00	92,400.00		92,400.00	8,269.80	13,500.00	7,068.60	
Misdemeanor + Juvenile Defenders	70,000.00	88,000.00	5%	4,400.00	92,400.00		92,400.00	8,269.80	13,500.00	7,068.60	
Misdemeanor + Juvenile Defenders	70,000.00	88,000.00	5%	4,400.00	92,400.00		92,400.00	8,269.80	13,500.00	7,068.60	
Misdemeanor + Juvenile Defenders	70,000.00	88,000.00	5%	4,400.00	92,400.00		92,400.00	8,269.80	13,500.00	7,068.60	
Social Worker / Case Worker	50,000.00	60,000.00	5%	3,000.00	63,000.00		63,000.00	5,638.50	13,500.00	4,819.50	
Investigator	48,000.00	70,000.00	5%	3,500.00	73,500.00		73,500.00	6,578.25	13,500.00	5,622.75	
Investigator	48,000.00	70,000.00	5%	3,500.00	73,500.00		73,500.00	6,578.25	13,500.00	5,622.75	
Admin Support	39,000.00	43,000.00	5%	2,150.00	45,150.00		45,150.00	4,040.93	13,500.00	3,453.98	
Admin Support	39,000.00	43,000.00	5%	2,150.00	45,150.00		45,150.00	4,040.93	13,500.00	3,453.98	
Office Manager	55,000.00	71,000.00	5%	3,550.00	74,550.00		74,550.00	6,672.23	13,500.00	5,703.08	
	1,528,500.00	1,849,000.00		92,450.00	1,941,450.00	141,750.00	374,850.00	1,424,850.00	173,759.78	283,260.00	148,520.93

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2025 through December 2025	Grant Expenditure Report Progress Report	January 15, 2026	February 2026
January 2026 through March 2026	Grant Expenditure Report Progress Report	April 15, 2026	May 2026
April 2026 through June 2026	Grant Expenditure Report Progress Report	July 15, 2026	August 2026
July 2026 through September 2026	Grant Expenditure Report Progress Report	October 15, 2026	December 2026



CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
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Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R."
Woolley, Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

September 22, 2025

The Honorable Weldon P. Cude
Atascosa County Judge
Via E-mail: wcude@co.atascosa.tx.us

RE: FY2026 Statement of Grant Award - TR-26-001

Dear Judge Cude:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Atascosa County a **FY2026 Supplemental Improvement Grant** in the amount of **\$37,600** for the **Atascosa Rural Regional Public Defender Office** for equipment and internship costs. Your Statement of Grant Award is attached. Please sign page two of the award statement and return via e-mail to Grants@tidc.texas.gov to accept the award and become eligible for payments.

Congratulations to Atascosa County on taking the lead in Texas by developing and continuing this indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508 or ecolfax@tidc.texas.gov.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Copy: tbarrera@co.atascosa.tx.us
sbrown@co.atascosa.tx.us



TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2026 Improvement Grant

Grant Number: TR-26-001
 Grantee Name: Atascosa County
 Program Title: RPDO Temporary Supplemental Funding
 Grant Period: 10/1/2025-9/30/2027
 Grant Award: **\$37,600**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Atascosa County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 21)	\$14,000
2) Fringe Benefits	\$1,100
3) Travel and Training	
4) Equipment	\$22,500
5) Supplies	
6) Contract Services	
7) Indirect Costs	
Total Approved Budget	\$37,600
Less Cash from Other Sources- County Match	\$0
Total Amount Funded by Commission	\$37,600

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in July 2025, including the rules and documents adopted by reference in the Commission’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the “Grant Terms and Conditions” contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2024.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A

Grant Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County will submit quarterly expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County must provide to TIDC staff the minimum job requirements and a full job description of the positions specified under this project before positions are publicly posted.
- Requests to revise the scope, target, or staffing of the project, or substantively alter project activities require advance written approval from TIDC.
- Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.

2025 Atascosa County Improvement Grant Application Narrative
Indigent Defense Improvement Grant Program Supplemental Funds for Interns and Office Equipment-
FY2026/FY2027
Rural Regional Public Defender Sustainability

a. Application Form

Counties Represented: **Atascosa, Frio, Karnes, Wilson**

Fiscal Year: **2025**

State Payee Identification Number: **17460014685**

Division To Administer Grant: **Tracy Barrera**

Program Title: **Indigent Defense Improvement Grant Program Supplemental Funds for Interns and Office Equipment- FY2026/FY2027**

Requested Grant Amount: **\$37,600.00**

Authorized Official: **Weldon P. Cude**

Financial Officer: **Tracy Barrera**

Program Director: **STEPHANIE R. BROWN**

Mailing Address: **1 Courthouse Circle; Suite 105; Jourdanton, TX 78026**

b. Introduction (Executive Summary)

The Legal Internship Program allows an attorney in training to conduct legal research, draft documents and perform administrative tasks to gain practical experience. Legal internships are used as a major tool to assist law students in determining if this field is really where they want to be. Legal intern training is an attempt to hire those with in-house training upon bar passage. The use of Ipad tablets to enhance immediate client services is increasingly beneficial due to versatility and portability, and are useful for immediate brief writing, filings and enhancing productivity away from the office.

c. Problem Statement

LEGAL INTERNS: Atascosa County has created a local high school summer internship program exclusively for high school students. High school students are paid \$15.00 per hour to assist various office divisions within the county, including the Atascosa Area Advocates Public Defender's Office (AAAPDO). Unfortunately, these high school students are limited in their abilities within the courtroom. Unlike law student interns, a temporary bar card is not provided to high school students. This temporary bar card, along with an attorney supervisor, allows the law student intern to appear before the court in various realistic learning opportunities, whereas the high school intern provided by the county cannot.

In addition, due to the rural location's distance from a major city and the current lack of funding, law students are reluctant to volunteer their time so far away from a major city center, especially to work for free.

Without the opportunity of an internship in realistic legal circumstances, time, money and effort may be wasted.

PORTABLE TECHNOLOGY: Technological gaps within the legal landscape remain in many aspects of the judicial system, despite the advent of progressions toward matters such as artificial intelligence. Inefficiencies in court filings, caseload and reporting data will continue to thrive without the use of portable technology. Needing an office for manual tasks from a bygone era such as entering and managing case information is far too time-consuming and leads to backlogs, case delays and continuances. The drive for hybrid systems and virtual hearings remain in this post-COVID era

The law student of today's era are trained to focus on access to justice via technology according to a report by Thomson Reuters. Without the use of portable devices, these law students are less inclined to work for a law firm that remains focused on manually inputting data and seeking solutions within an office environment.

d. Objectives

LEGAL INTERNS: According to the *Absolute Internship*, an international internship program, legal interns provide a platform to explore different areas of law, and identify preferred specializations, which assist students in making informed career choices. The advantage of being a legal intern includes gaining practical legal experience, networking with legal professionals, developing valuable skills, and gaining insight into the day-to-day workings of a Public Defender's office. Internships offer students the rigors of the legal profession by providing them with necessary skills and knowledge, in addition to boosting their confidence in their abilities. Furthermore, legal internships can be utilized as a source of job fulfillment for open positions within the Public Defender's Office.

Our legal interns will assist Assistant Public Defenders with various tasks such as legal research, drafting legal documents, attending court proceedings, and providing support in case preparation. By investing time in these formative experiences, students not only enhance their employability but also lay a strong foundation for a fulfilling career in law, according to *The Importance of Internships: How Internships Can Shape Your Legal Career*.

PORTABLE TECHNOLOGY: The AAAPDO is requesting funds for 15-Ipads in order to streamline client services and data to make for faster and efficient representation in court. The drive to develop accessibility and streamline processes stands as a foundational purpose for law firms and courts to wholeheartedly embrace technology into their system. The integration of digital platforms drives innovation, facilitating online filing, case tracking, and document management. This not only reduces the burden of relying on a physical structure but also minimizes bureaucratic red tape, contributing to a more agile and responsive judicial system.

The integration of Ipads tablets in the courtroom is not simply a modernization effort; it is an essential transformation that aligns the legal system with the expectations of the 21st century. It also aligns with the goal of hiring the law students of the current generation who seek to associate with an innovative and a forward-thinking law firm.

e. Activities

Legal Internship: The AAAPDO will implement a 6-week internship program utilizing candidates from predominantly Texan law schools, and other law schools across the country. This PDO will provide job descriptions to the law schools' career services division, including contact information, pay, hours and duties. Most law school career services programs have a specific time of the year to conduct virtual and in-person interviews. The choice to interview in person or virtually depends upon the time and location, although in-person is preferred. After the school or virtual interviews have been conducted, the potential candidates will have an in-office interview. The purpose of the subsequent interview is to allow the potential candidate the opportunity to see where the office is located. Considering the AAAPDO is located in a rural area almost an hour away from the nearest law school, this in-office interview will factor into the decision as to whether or not the candidate is willing to make the daily drive. The candidate will be introduced to office staff and attorneys, will obtain a "lay-of-the-land," visit the local courthouse, and obtain further instructions on the additional counties' locations. When all parties agree the working relationship is worth proceeding with, an offer will be made, and the candidate will be provided with office instructions, a start date and time and instructions via the human resource department. The legal intern will complete documentation for a temporary bar card issued by the State Bar of Texas. The candidate is then placed on the next Commissioner's Court agenda for the Treasury department's acknowledgement.

Upon starting, the legal intern will be provided with a desk and all necessary office equipment, i.e., a computer, phone and contact information for all employees. The intern will be trained to work the PDO's software case database and record keeping methods. After the introduction of office procedures, the legal intern will accompany the PDs to court.

In court, the intern will become familiar with the Judge, court staff and procedures. Under the guidance of a supervising attorney, the legal intern will participate in various tasks such as legal research, drafting legal documents, handling simple court proceedings, providing support in case preparation and sitting second chair in hearings and trials. At the end of each court day, the legal intern will update case file data via the PDO's software system, discuss the case results for the day, and prepare for the next day's docket.

This internship will assist the existing staff attorneys in serving clients better and completing tasks faster. The internship will also help the legal intern connect what is learned in class with practical tasks, like research and assisting attorneys. Through these methods, the value lies in exposure to legal processes and teamwork. By collaborating with the PDO, this opportunity can prove to be relevant, enriching, and aligned with the skills students are learning in their courses, according to *QHE Association*, an independent quality assurance agency in education and training.

PORTABLE TECHNOLOGY: The Staffing, Operations and Technology: A 2025 survey of State Courts provides that most courts are facing an unprecedented convergence of major waves of change, especially the far-reaching impacts of both GenAI and generational shifts in workforce and leadership roles. Courts must deal with these changes while continuing to face challenges in case backlogs and staff shortages. Resources, including often-limited budgets, must be strategically balanced between current operations and investments in technology that could improve future operations. The current situation shows that courts will be unrecognizable in a few decades.

One way to counter the changes is with portable technology. *Ipad* tables and other such devices are assisting in moving cases and the court forward to emerge on the other side of changes with more efficient, technology-driven procedures. With the use of portable devices, documents, dates and data are easily manipulated in real time, without the need to return to the office for creations or alterations.

f. Evaluation

LEGAL INTERNSHIP: This PDO must consider balancing the need for dedication and education with the wellbeing of interns, which is a crucial aspect of maintaining a successful legal internship program. According to the article of *How Internships Shape Careers*, students are provided with real world experience needed to secure a job post bar passage.

1. Understanding Industry Expectations: Internships allow students to experience real-world work environments. They learn about deadlines, teamwork, and corporate culture, which are not covered in academic courses.
2. Bridging the Gap Between Theory and Practice: Academic learning often lacks practical applications. Internships provide hands-on opportunities to apply classroom knowledge to real-world tasks.
3. Growing Demand for Practical Experience in Hiring: Employers prioritize candidates with internship experience because they require less training and can contribute immediately.

Gaining Hands-On Experience in the Chosen Legal Field:

1. Applying Knowledge to Real-World Scenarios: Internships help students use their classroom knowledge in practical situations, allowing the real-world exposure to sharpen their expertise.
2. Exposure to Public Defender's Office Operations and Workflows: Interns observe how professionals manage projects, handle clients, and solve problems, improving their adaptability.
3. Enhancing Professional Growth and Confidence: Working in professional environments makes students more confident and prepared for full-time roles.

PORTABLE TECHNOLOGY: According to *Everlaw: Technology that Makes a difference*, the discovery process has undergone drastic changes over the past decade. Body cam images, surveillance video, geodata, and multiple types of cell phone data have joined institutional records, email, and paper documents as sources of evidence in a typical investigation.

Facing the growing demands of the discovery process, with resources that remain flat, Public Defender Offices need to find advanced tools that allow them to not only meet the needs of modern ediscovery, but to go far beyond baseline requirements - without requiring additional resources.

These changes are impressive not only because they show the ingenuity of the legal system in the face of problematic times, but also because they have upended long-standing court norms to better serve attorney and their clients. As courts deploy online tools, law firms and court officials set out goals for ensuring that those technologies were implemented in ways that addressed inequities in legal proceedings.

Moving beyond case management and filing, the introduction of Ipads and tablets exemplifies a pivotal step in the modernization of court processes. These devices are tools used to empower judges, lawyers, and stakeholders to access case information, schedules, and documents remotely. If an attorney needs to review case records, track schedules, or access relevant documents outside of the courtroom, a portable device or tablet enables seamless remote access, reducing dependency on physical case files and facilitating efficient case preparation.

g. Future Funding

Future funding is essential to allow Atascosa County the ability to improve indigent defense with the assistance of legal interns and portable technology. However, the current need to make the request can be alleviated with the granting of these supplemental funds for the next 2-years. Although this Improvement Grant Program does not currently require future assistance from Atascosa, Karnes, Wilson or Frio Counties, the point remains that without the assistance of this grant, AAAPDO will not be able to hire legal interns, nor entice the legal interns with adaptive or technological advancements. We will not be able to make the described improvements in our indigent defense systems without this substantial infusion of state funding.

h. Budget Narrative and Budget Form

The funds requested through use in 2027 include all relevant numbers pertaining to the employment of 4-legal interns at \$18.00 per hour for 6 weeks, and the purchase and use of 15-Ipad tablets at 1500.00 each. These requests will be incorporated into the previously established Atascosa Area Advocates Public Defender's Office.

Personnel Costs	\$15,100.00
FTE's	
Salary	\$14,000.00

Fringe Benefits	\$1,100.00	
Travel and Training		
Equipment		\$22,500.00
Supplies		
Contract Services		
Indirect		
Total		\$37,600.00
Required County Match		
Total less County Match		\$37,600.00

[Home](#)

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2025 through December 2025	Grant Expenditure Report Progress Report	January 15, 2026	February 2026
January 2026 through March 2026	Grant Expenditure Report Progress Report	April 15, 2026	May 2026
April 2026 through June 2026	Grant Expenditure Report Progress Report	July 15, 2026	August 2026
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April 2027 through June 2027	Grant Expenditure Report Progress Report	July 15, 2027	August 2027
July 2027 through September 2027	Grant Expenditure Report Progress Report	October 15, 2027	December 2027



September 22, 2025

CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

The Honorable Weldon P. Cude
Atascosa County Judge
Via E-mail: wcude@co.atascosa.tx.us

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brandon Creighton
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

RE: FY2026 Statement of Grant Award – MH-26-011

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R."
Woolley, Jr.

Dear Judge Cude:

EXECUTIVE DIRECTOR:
Scott Ehlers

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Atascosa County a **FY2026 Improvement Grant** in the amount of \$200,200 for the **Public Defender Mental Health unit for Atascosa County**. Your Statement of Grant Award for fiscal year 2026 is attached. Please sign page two of the award statement and return the full executed document to Grants@tidc.texas.gov to accept the award and become eligible for payments.

Congratulations to Atascosa County on taking the lead in Texas by developing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, Director of Grant Funding, at (512) 463-2508 or ecolfax@tidc.texas.gov.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Copy: tbarrera@co.atascosa.tx.us
sbrown@co.atascosa.tx.us



TEXAS INDIGENT DEFENSE COMMISSION
Statement of Grant Award
FY2026 Improvement Grant

Grant Number: MH-26-011
Grantee: Atascosa County
Program: Mental Health Court for Atascosa County
Grant Period: 10/1/2025-9/30/2026
Grant Award: \$200,200

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Atascosa County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Table with 2 columns: Category and Amount. Rows include Direct Costs, Personnel (FTEs: 2) \$172,000, Fringe Benefits \$65,045, Travel and Training \$2,000, Equipment \$8,000, Supplies \$3,205, Contract Services \$0, Indirect Costs \$0, Total Approved Budget \$250,250, Less Cash from Other Sources- County Match \$50,050, Total Amount Funded by Commission \$200,200.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in February 2025, including the rules and documents adopted by reference in the Commission’s Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
Disbursement of funds is always subject to the availability of funds.
The grant officials agree to follow the grant terms contained in the “Grant Terms and Conditions” contained in Attachment A which includes the final grant application.
Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award as necessary and submit it to the Commission by November 1, 2024.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (must print or type)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

1. Grant funds are distributed quarterly on a reimbursement basis. The County must submit quarterly grant program expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
2. This grant requires quarterly progress reports. TIDC will create an on-line progress report to document the work performed in this program and other information necessary to evaluate the impact of the program. The county will be able to request modifications to the on-line report when the progress report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
3. The County must track public defender employee data necessary and submit the public defender salary section of the annual Indigent Defense Expenditure Report detailing hire dates, separation dates, vacancies, and actual salaries for each position funded under the grant.
4. The County must provide to TIDC the minimum job requirements and a full job description of the staff positions specified under this project for feedback and approval before positions are publicly posted.
5. The program must record attorney and support staff work time in a manner that allows for accurate completion of the Indigent Defense Expenditure Report and Public Defender Addendum. Records must contain sufficient detail to allocate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals) and to document the number of cases disposed by attorney for each court.
6. Requests to revise the scope, target, or staffing of the project, or substantively alter project activities require advance written approval from TIDC. Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission. All grant modifications must be submitted in writing and signed by the Authorized Official as designated in the TIDC Improvement Grant Program Commissioners Court Resolution.
7. Equipment and other start-up costs included in the first-year start-up budget will not be carried forward into subsequent years of funding.
8. The County must develop and provide to TIDC written policies and procedures for the new or expanded program that address intake processes and how the program services will be provided. The program policies and procedures document must be provided to TIDC within 3 months of the program start date.
9. The County will provide a written plan on how it will coordinate with, and not duplicate the work of, existing mental health systems. The plan must demonstrate how the County will identify and incorporate available mental health screening, assessment, treatment, and community services available to the defendants served by the grant program. The plan must also address how the positions funded under this grant will fit into the County's methods of operation for the identification of mentally ill arrestees and for providing assessment, treatment and bonding options to these arrestees under Article 16.22 and Article 17.032 of the Texas Code of Criminal Procedure.
10. Contracts with third parties for indigent defense services under this grant must be provided to TIDC and approved prior to execution.
11. Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.

FY26 Grant Application Follows

**2026 Atascosa County Improvement Grant Application Narrative
81st Judicial District Mental Health Court for Atascosa County
Mental Health Public Defender Improvement**

a. Application Form

Counties Represented: **Atascosa**

Fiscal Year: **2026**

State Payee Identification Number: **17460014685**

Division To Administer Grant: **Tracy Barrera**

Program Title: **81st Judicial District Mental Health Court for Atascosa County**

Requested Grant Amount: **\$250,250.00**

Authorized Official: **Weldon P. Cude**

Financial Officer: **Tracy Barrera**

Program Director: **STEPHANIE R. BROWN**

Mailing Address: **1 Courthouse Circle; Suite 105; Jourdanton, TX 78026**

b. Introduction (Executive Summary)

This request is in pursuit of the goal of the Atascosa Area Advocate Public Defender's Office (AAPDO) to provide a specialized Public Defender (PD) and Social Worker (SW) to advocate on behalf of clients identified with mental health/addiction issues within the newly created 81st Judicial District Mental Health Court of Atascosa County. Upon successful completion, the PD and SW will assist the client to seek self-awareness, better relationships with family and friends, a positive outlook on life, job and educational opportunities, and becoming a contributing member of the community, while maintaining sobriety.

c. Problem Statement

Atascosa County has a considerable urgency to provide a supervised regimen of treatment and innovative case management to mentally ill/addicted clients with the goal of returning stable, productive, law-abiding citizens to society. Significant changes are needed to break the cycle of mental illness and recidivism and enhance public safety.

The purpose of this program is to address the challenge of Atascosa County individuals charged with crimes who also suffer from mental health/addiction issues. These individuals are often termed "frequent flyers" within the criminal justice system due to their constant involvement with the system. A consistent increase in the number of individuals with recognized mental health/addiction issues within the criminal justice system is a clear indication a dedicated skilled defender and social worker are necessary to the MH program and are necessary to seriously address the clients' mental health concerns and/or addiction to drugs/alcohol. Like so many other rural areas, our current system lacks a dedicated framework for effectively handling these individuals, resulting in costly, inefficient, and often inadequate responses to mental health crises within the justice system. The SW will work as a part of the defense team, and the attorney will include information developed by the SW in their advocacy.

The social and economic costs of the current system are high. Additionally, the lack of a coordinated mental health response exacerbates the challenges of reintegration into society, contributing to higher recidivism rates and increased long-term strain on both the legal and healthcare systems. Currently, while some efforts are made to connect individuals with mental health resources through minor crisis intervention, these efforts are fragmented and insufficient. Without a dedicated mental health division within the Public Defender's Office, there is no formal structure to ensure that individuals with mental health needs are consistently identified, treated, and supported throughout the legal process.

The pure gravity of the deficiency of services and resulting frequency of criminal justice involvement is revealed utilizing data collected from the Atascosa County Jail (ACJ) and the Camino

Real Community Services (CRCS). Maximum capacity at the ACJ is 250 detainees. As with most county detention centers of this size, the jail is often near capacity. From the years 2020 through 2024, the average number of detainees identified with behavior conditions was well above 100 individuals. The top three behavioral conditions identified per fiscal year were Bipolar Affective Disorder (BAD), Major Depression Defective Disorder (MDD) and Schizophrenia and related disorders. Of those three categories, (MDD) was the most identified. The average number of detainees identified with MDD was 228. In addition, most of these detainees are in need of some form of (psychotropic) drugs. However, the current contract with CRCS' jail services is for doctor provided services only, which include psychiatric evaluations and follow-ups. Unfortunately, CRCS is unable to provide outpatient services, such as medication, to those mental health clients within the jail. However, with the implementation of this program, the goal is to obtain a method to provide medications to the detainees via CRCS, similarly to the Bexar County program with the Center for Health Care Services.

Furthermore, over the 12-month period of 2024, Atascosa housed a total of 5,454 detainees with an annual population average of 183 detainees per month. During this year, of the three behavioral conditions identified, 86 were diagnosed with Bipolar Disorder, 267 were identified with MDD and 127 were identified with Schizophrenia Disorder. Thus, 11% of the jailed population were identified as having mental health disorders, demonstrating the need for more targeted and integrated mental health services. Despite these significant needs, the county relied on incarceration, rather than proactive diversion or treatment options. Individuals with mental health disorders often face prolonged incarceration, delayed treatment, and recurring cycles of criminal justice involvement, leading to increased public spending on jail services, medical care, and crisis interventions. In 2025, to counter these deficiencies, the county created the 81st Judicial District Court Mental Health Specialty Court in Atascosa County. The MH PD and SW will advocate for clients to receive the medication and services needed in this mental health specialty court.

The proposed activity aims to establish a Mental Health Division within the Public Defender's Office to address these challenges, which will focus on providing comprehensive, coordinated legal representation for individuals with serious mental illness. This initiative will reduce jail overcrowding, decrease the reliance on emergency psychiatric interventions, and provide more effective, cost-efficient solutions for individuals in the criminal justice system.

d. Objectives

The objectives of the PD and the dedicated SW is to represent those clients identified with mental health/addiction issues within the newly created 81st Judicial District Mental Health Court of Atascosa County. If funding is granted the PD, and SW, who will work under the exclusive supervision of the AAAPDO, will initially represent up to 40 clients whose criminal charges are the result of a mental health/addiction issue. The number of represented clients will increase as the program develops and expand to other counties within the AAAPDO's participatory judicial districts (i.e., Karnes, Frio and Wilson Counties). Until the full caseload of mental health clients is achieved, the SW and PD will assist other PDs with their caseloads within those other jurisdictions. This advocacy comes with all privileges and confidentiality afforded all client representation, including HIPPA compliance. The matching costs should be allocated among the participating counties similarly to how the current matching program is allocated.

This minimum 12-month program is designed for adults facing non-violent felony convictions. Along with legal representation and early bond release, it will be the goal of the PD and SW to explain the roles of the PD and SW as dedicated client advocates, in addition to striving to obtain mental health and addiction treatment and social service coordination.

The allocation of funds will assist the AAAPDO accomplish the established model of ensuring equal justice to those offenders with mental health issues, while guiding the offender into treatment and away from the criminal justice system.

The PD and SW will protect the rights of the defendants, while attempting to ensure the client understand the status of their case, the options available to them, and the requirements of the MH specialty court program.

The defense team will provide representation, while cognizant of the unique needs of clients facing behavioral health challenges. The defense team will support their clients' successful completion of the 12-month program to resolve their case in the most beneficial way possible with strategies that will reduce the likelihood of reoffending.

The PD and SW will assist clients in utilizing the full benefits included within the program. The PD and SW will work together making decisions regarding the case and relevant treatment plans and will participate in the staff meeting or "staffing" held prior to court sessions and will work together to develop any additional services needed.

e. Activities

The role of the PD will be to provide legal advice and guidance appropriate to that client's circumstances. While recognizing each client/case is different, the amount of time needed to handle each matter is extremely time consuming due to the nature of the case and the client's mental health status. The PD's role is to review the file; participate in the intake interview; ensure the case is accurately investigated to hold the State to its burden of prosecution; and strive to make the client clearly understand what it means to be a part of the specialty court system. The PD will consistently strive to make the client cognizant of the status of the legal rights during each phase of the specialty court and will ensure that all rights are protected. The PD will advocate for the client first and foremost in this team-based approach.

The PD and SW will support the client's participation in each phase of the program. Throughout each phase, there is no minimum nor maximum time limit, and each phase is based solely on the needs of the client.

The PD and SW will advise the client of their options of the program, including the possibility of early termination of probation, continued treatment, and incentives and sanctions, depending upon the level of participation. In this manner, the development and maintenance of cooperative and collaborative working relationships should result in effective solutions to the mental health matters encountered.

The SW will interact with clients as needed to provide information and emotional and mental health support on behalf of, and as an extension of the public defender's office. The SW's role will involve assessing the needs of the client, making referrals to community resources and supporting follow-through with those linkages referrals, and providing additional support to assist in the successful completion of the specialty court program, and success within the court's system in general. The SW will also continue to seek resources outside of the specialty court program, as needed.

These goals can be achieved in the following manner:

1. Hire one full-time PD and one full-time SW who are fully dedicated to providing specialized and holistic legal representation to clients appointed to the AAAPDO. This establishes a dedicated framework that is currently missing.

2. During the Orientation Phase, coordinate with the local mental health authority, probation, the court, and district attorney to identify participants with probable serious mental illness.
3. Address overcrowding and incarceration costs by securing mental health bonds or specialty court diversion for eligible clients.
4. Deliver interdisciplinary training on mental health defense, restoration, and trauma-informed advocacy to PDO staff, local judges, probation, law enforcement, and the defense to build county-wide capacity to handle mental health cases effectively.
5. During the Prosocial and Adaptive Habilitation phases, the PD and SW will support the client's attendance with the treatment appointments as scheduled, which can improve continuity of care and lower recidivism.

f. Evaluation

With the assistance of the PD and SW, this program works to ensure those clients identified in need of specialty care are more likely to be diverted from jail to treatment. Relevant information will be reported to TIDC through quarterly progress reports.

1. Early Identification. Obtain confirmation that 100% of jail bookings are screened for serious mental illness. If there are no conflicts, immediate appointment to the AAAPDO should occur, and the mental health defender is assigned as the responsible attorney. HIPAA releases by clients and HIPAA-compliant exchanges of information will be obtained. The PD will explain to the client that individual sessions will occur, in addition to the necessity of the client's participation in the following: Group sessions - Attend process groups sessions each week; Recovery Support Groups- Required attendance to be determined by Treatment Team; Work to develop treatment plan with SW; The importance of completing treatment intake and completing recommended mental health screenings as needed. Screening and routing efficiency is reported at scheduled meetings.

2. Treatment and Engagement. Upon determining those clients eligible to receive bond relief and diversion, the PD will explain to the client that they shall: Complete Court Orientation; Complete probation intake; Develop Supervision Plan with SW; Be present when home visits are conducted once per month; Submit to urinalysis testing no less than twice per week; Submit to unannounced drug and alcohol testing; Abide by the 9:00 p.m.- 5:00 a.m. curfew; Abide by travel restrictions and not spend weekends or overnight absences from home without the express permission from the Court; and Avoid people, places and things that will impair recovery. Thus, decreasing the average length of pretrial incarceration.

3. Continuity of Care: The SW will ensure the client participates in: Development of treatment plan; Development of supervision plan; Completion of Court Orientation; Treatment plan developed with the SW; and ensure modifications occur as needed.

The PD will ensure the client understands program requirements.

g. Future Funding

Future funding is essential to allow Atascosa County the ability to improve indigent defense of the mentally ill and to meet constitutional norms. Atascosa County has the financial capability to meet the fund matching requirements of the Mental Health Public Defender Improvement Grant Program but would not be able to make the described improvements in their indigent defense systems without a substantial infusion of state funding. AAAPDO recognizes that a dedicated Mental-Health Defense Division is essential to protecting the rights-and improving the clinical outcomes of justice-involved residents with serious mental illness.

As caseload capacity stabilizes, the AAAPDO will integrate the Mental-Health Division into a broader regional model, offering representation to other participating counties under interlocal agreements, spreading fixed costs and sustaining specialized staff. With this structured financial plan, AAAPDO can be successful as a permanent, fiscally sound component of the Counties' indigent-defense system.

h. Budget Narrative and Budget Form

The funds requested include all relevant numbers pertaining to the employment and salary of an additional Assistant Public Defender and a Social Worker to be incorporated into the previously established Atascosa Area Advocates Public Defender's Office. The Mental Health Public Defender and Social Worker are being requested to oversee the increase of new appointments on cases with an underlying mental health component. The Mental Health Public Defender will provide specialized legal representation to clients with mental health issues who are involved in the criminal justice system by advocating for clients' legal rights and needs, coordinating with mental health professionals, and developing individualized defense strategies. This work will ensure that clients receive appropriate treatment and support throughout the legal process.

The salaries for these positions are based on pay parity. The salary for the Mental Health Assistant Public Defender would be (\$102,000.00) and the Social Worker's salary would be (\$70,000.00).

Personnel Costs		\$237,045.00
FTE's	2.00	
Salary	\$172,000.00	
Fringe Benefits	\$65,045.00	
Travel and Training		\$2,000.00
Equipment		\$8,000.00
Supplies		\$3,205.00
Contract Services		\$0.00
Indirect		\$0.00
Total		\$250,250.00
Required County Match		
Total less County Match		\$250,250.00

[Home](#)

Mental Health PDIP 2026 Budget Request

Account Number	Account Name	2026 Budget
	Salary, Admin	\$ 70,000.00
	Salary, Attorneys	\$ 102,000.00
	Retirement	\$ 15,394.00
	Insurance-Hospital	\$ 27,364.00
	Social Security	\$ 13,158.00
	Conference/Training Expense	\$ 2,000.00
	Dues/Memberships	\$ 1,000.00
	Miscellaneous	\$ 2,205.00
	Computers/Scanners/Printers	\$ 8,000.00
AAAPDO Total Expenses		\$ 250,250.00

Salary	\$	172,000.00			
Fringe	\$	65,045.00			
Travel & Training	\$	2,000.00			
Equipment	\$	8,000.00			
Supplies	\$	3,205.00	County Match 20%	\$	50,050.00
Contract Services	\$	-	TIDC 80%	\$	200,200.00
	\$	250,250.00	2026 Budget	\$	250,250.00

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line at tidc.tamu.edu.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2025 through December 2025	Grant Expenditure Report Progress Report	January 15, 2026	February 2026
January 2026 through March 2026	Grant Expenditure Report Progress Report	April 15, 2026	May 2026
April 2026 through June 20206	Grant Expenditure Report Progress Report	July 15, 2026	August 2026
July 2026 through September 2026	Grant Expenditure Report Progress Report	October 15, 2026	December 2026

**AGENDA REQUEST
(GENERAL)**

Agenda Item 24.

Meeting Date: 10/14/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to accept and approve the interlocal cooperation agreements with the City of Jourdanton, City of Pleasanton, and City of Poteet for the Cowboy Connect services subject to review and approval by the various City Councils.

ATTACHMENTS

information

information

information

THE STATE OF TEXAS §

§

COUNTY OF ATASCOSA §

**INTERLOCAL COOPERATION AGREEMENT
FOR COWBOY CONNECT TRANSPORTATION SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the **County of Atascosa** (the “County”) and the **City of Poteet** (the “City”), each a local government and political subdivision of the State of Texas, and each acting by and through its duly elected officials. The County and the City are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities for the purpose of performing governmental functions and services; and

WHEREAS, the County has contracted through an interlocal cooperation agreement for the provision of a fixed route public transportation service with Alamo Regional Transit (“ART”), an established public transportation system that is part of the Alamo Area Council of Governments (“AACOG”), another political subdivision of the State of Texas; and

WHEREAS, under the County’s interlocal cooperation agreement with AACOG, the cost of the provision of a fixed route public transportation service is split equally between the County and AACOG; and

WHEREAS, the County may enter into other interlocal cooperation agreements with the municipalities located within the geographical boundaries of Atascosa County for the provision of a fixed route public transportation service and to defray the County’s cost of providing said services, any and all of which are subject to the terms and conditions of the County’s interlocal cooperation agreement with AACOG; and

WHEREAS, the County has entered into interlocal cooperation agreements with the City of Pleasanton, the City of Jourdanton, and the City of Poteet, Texas, all within the geographical boundaries of Atascosa County; and

WHEREAS, the County and the City find that entering into an interlocal cooperation agreement for the provision of a fixed route public transportation service allows for the full and effective utilization of resources available to the County and the City and serves a public purpose for all Parties; and

WHEREAS, Chapter 418 of the Texas Government Code authorizes political subdivisions to provide for cooperation in disaster mitigation, preparedness, response, and recovery, and to otherwise render aid in times of emergency; and

WHEREAS, the Parties recognize the vulnerability of people, communities, and schools located within Atascosa County to damages, injuries, and loss of life and property resulting from disasters, natural or man-made catastrophes, and other emergencies; and

WHEREAS, the Parties agree that the full and effective utilization of the resources available to the County and the City serves a public purpose and is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disasters, natural or man-made catastrophes, and other emergencies.

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1: GOODS AND SERVICES

1.1 For the price and terms provided in Article 2 below, Atascosa County agrees to furnish the City with a public transportation fixed-route service per a published schedule developed by Atascosa County, hereinafter “Services.” The Services will be open to the public and operate Monday through Friday, with the first run starting at 7:00 a.m. and the last run starting at 6:00 p.m. In addition, Atascosa County will provide the following:

- A. Publication of the Cowboy Connect service routes, maps, and bus schedules on its website;
- B. Capital equipment and other essentials related to the provision of public transportation, including vehicles and bus stop signs and poles;
- C. Vehicles and services that are compliant with the requirements of the Americans with Disabilities Act;
- D. Qualified drivers and/or bus operators; and
- E. Operating and administrative costs not covered by this Agreement that are associated with the operations of a fixed-route transportation service;

1.2 The City will provide the following:

- A. Timely input in the development and/or modification of routes, stops, and transfer points; and

- B. Appropriate sites for routes, stops, and transfer points, including providing areas for the installation of bus stop signs and poles, and benches or shelters with Semmie-Seats, as they become available.

ARTICLE 2. AGREEMENT PRICE AND PAYMENT TERMS

- 2.1 In accordance with the County’s interlocal cooperation agreement with AACOG, the cost of the Services shall be divided annually as identified below:
 - A. Atascosa County: one-half of the Total Cost;
 - B. The City of Pleasanton: one-fourth of the Total Cost;
 - C. The City of Jourdanton: one-eighth of the Total Cost; and
 - D. The City of Poteet: one-eighth of the Total Cost.
- 2.2 The City agrees to compensate the County for the provision of Services between the dates of **October 1, 2025**, and **September 30, 2026**, in an amount not to exceed **\$16,956.50**. The Parties further agree that, in accordance with §791.011(e) of the Texas Government Code, this amount fairly compensates the County for the provision of Services required by this Agreement. For reference, a copy of the ART Budget Request for the 2026 Fiscal Year is attached at **EXHIBIT “A.”**
- 2.3 In accordance with §791.011(d) of the Texas Government Code, the City represents and warrants that it has sufficient current revenues available on the Effective Date of this Agreement to make all payments required by this Agreement.

ARTICLE 3. TERM OF AGREEMENT AND RENEWAL

- 3.1 The term of this Agreement shall begin on the Effective Date identified below and shall be for one (1) calendar year, unless sooner terminated under Article 5.
- 3.2 **Renewal Terms**. Subject to the discretion of the governing body of each Party and an affirmative vote as recorded in its official minutes, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual “Renewal Term”); provided that the City has sufficient current revenues available on the Effective Date of any Renewal Term to make all payments required by this Agreement in accordance with §791.011(d) of the Texas Government Code.
 - A. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing.

- B. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty days of the expiration of the Effective Date.
- C. To facilitate the City's reasoned consideration of its financial obligations for any Renewal Term, the County shall provide to the City a copy of any ART Budget Request for an upcoming fiscal year within thirty (30) days of the County's receipt of the same.
- D. Any change, whether an increase or a decrease, in the compensation required under this Agreement shall be based first on the County's annual 50% portion of the cost for the Services as determined by the County's interlocal cooperation agreement with AACOG, and then in consideration of the City's proportionate share for the Services, as defined in Article 2.

ARTICLE 4. NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY

- 4.1 In accordance with federal and state law, including, but not limited to, 49 U.S.C. 5311, which governs the Formula Grants for Rural Areas, and 49 U.S.C. 5339, which governs the Grants for Buses and Bus Facilities Program, and the terms of the County's interlocal cooperation agreement with AACOG, which is incorporated herein by reference as if written in full, neither the County nor the City shall unlawfully discriminate against anyone, or exclude or deny anyone from utilizing the Services or enjoying its benefits on the basis of race, color, religion, sex, age, disability, veteran status, or national origin.

ARTICLE 5. EARLY TERMINATION OF AGREEMENT

- 5.1 The termination of this Agreement at any time other than the term and expiration as defined by Paragraph 3.1 shall be considered an "Early Termination."
- 5.2 This Agreement may be terminated without penalty at any time by either Party upon ninety (90) days' written notice. While the Early Termination of this Agreement shall release each Party from any and all prospective obligations, the City shall pay the County all fees related to the provision of Services incurred up to the date of Early Termination.
- 5.3 Termination for breach of contract under Article 6 does not waive either Party's right to pursue all remedies available under the law.

ARTICLE 6. BREACH OF CONTRACT & DISPUTE RESOLUTION

- 6.1 Breach of Contract. Under this Article and without limiting any other terms of this Agreement or definitions in the law, "default" or "breach of contract" generally occurs when a Party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement to be kept, observed, or performed by it and the defaulting Party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.

- 6.2 Requirements of the AACOG Interlocal Cooperation Agreement. The City's failure to adhere to any requirement of the County's interlocal cooperation agreement with AACOG is material and shall constitute a breach of contract. In such a circumstance, and if the City fails to cure such a breach for a period of thirty (30) days, the County may terminate this Agreement without penalty.
- 6.3 Dispute Resolution. It is the intent of the Parties to pursue all peaceable resolutions for any and all disputes arising in the performance of this Agreement. Accordingly, if a dispute arises in the performance of this Agreement, the Parties agree to engage in alternative dispute resolution in good faith before filing suit for breach of contract or to enforce compliance with the terms of this Agreement. The Parties may utilize the procedures described in §791.015 of the Texas Government Code, the procedures described in this Article, or any other alternative dispute resolution as otherwise deemed prudent by the governing bodies.
- A. *Performance during Dispute.* Unless the dispute concerns the non-payment of Services required under this Agreement, for which the County may immediately discontinue Services without penalty, the Parties agree to continue performing their duties and obligations as identified in this Agreement without disruption during any dispute.
- B. *Notification.* A Party must be notified of an alleged default or breach of contract in writing (the "Notice"), which must be mailed to the address and addressed to the representative authorized to receive notice, as identified in Article 7. To facilitate a timely resolution, the Notice must describe the alleged default or breach with particularity, identify the legal theory of recovery, and specify the relief sought. The Notice may be amended or supplemented, and the other Party may deliver counter notices. The Party receiving the Notice shall present it for the governing body's consideration and action and/or direction no later than the next regular meeting of the receiving government body.
- C. *Cure Period.* The Party receiving notice of an alleged default or breach shall have thirty (30) days to cure or to begin and continue with reasonable diligence and in good faith to cure the alleged default or breach. If the default or breach cannot be corrected within a reasonable time, despite the alleged breaching Party's reasonable diligence and good faith effort to do so, the Parties may agree to an Early Termination of this Agreement in accordance with the terms of Article 5, or the Parties may engage in alternative dispute resolution.
- D. *Initial Meeting.* The Parties may hold an initial meeting to attempt to informally negotiate a resolution of the dispute. If so selected, each Party shall appoint a representative or representatives to negotiate in good faith. The appointed representatives shall meet at a mutually agreeable location in Atascosa County within twenty (20) business days of the receipt of any Notice. If the representatives cannot resolve the dispute, the Parties may agree to refer the dispute to non-binding mediation.

- E. *Non-Binding Mediation.* The Parties may agree to refer the dispute to non-binding mediation over which any qualified mediator may preside, provided, however, that if the Parties utilize the services of the Bexar County Dispute Resolution Center, the Parties shall adhere to the Center's mediation procedures. Unless otherwise assigned by the Bexar County Dispute Resolution Center, the Parties shall agree to the appointment of a mediator, and the Parties shall pay one-half the cost of any mediation services.
- F. *Meetings Held in Compliance with the Law.* All meetings between the Parties shall be held in accordance with the law, including, but not limited to, the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as written and as interpreted by The Office of the Attorney General of Texas.
- G. *Remedies Not Exclusive.* No right or remedy herein conferred upon or reserved to either of the Parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default or breach. The failure of either Party to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent default or breach. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties.

ARTICLE 7. NOTICE TO PARTIES

- 7.1 **Notices.** Any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

To Atascosa County:

Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Drive, Ste. 101
Jourdanton, TX 78026

To City of Poteet:

Melissa Popham
City Administrator, City of Poteet, Texas
491 Avenue H
P.O. Box 378
Poteet, Texas 78065

7.2 Change of Address. Each Party hereto may designate a different address for itself by giving a notice in accordance with Paragraph 7.1.

ARTICLE 8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, workers' compensation, disability, death, or dismemberment insurance for the other Party's employees or equipment. Unless otherwise specified, nothing contained in this Agreement shall be construed as making the City responsible for wages, materials, logistical support, equipment, insurance, or related travel expenses incurred by the County or its employees.

8.2 Nothing in this Agreement shall be construed as giving the City the right to direct or control the County in its provision of Services, including, but not limited to, the County's ability to control and determine the supply of buses, drivers, employees, or other resources necessary for the County's faithful execution of this Agreement.

8.3 The Texas Tort Claims Act. The Parties agree that each is a governmental entity and political subdivision subject to the terms of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice & Remedies Code. In entering this Agreement, neither Party waives sovereign or governmental immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies or waives any provision of the Texas Tort Claims Act. The Parties agree that neither Party assumes civil liability under any theory of law for the actions of the other Party in the performance of this Agreement, unless otherwise allowed by law.

8.4 Damages. Unless otherwise allowed by law:

- A. The City is not liable for damage to equipment, injury to any person, or for the actions of the County, including its employees;
- B. All property damaged or destroyed in the performance of this Agreement is the financial responsibility of the County and may be recovered through insurance acquired by the County, or through any other resources available to the County; provided, however, that the County shall not be required to name the City as an additional insured on any insurance policy the County acquires for the provision of Services under this Agreement; and
- C. The County shall not be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from the performance of this Agreement.

8.4 Responses to Disasters. Nothing in this Agreement shall be construed as giving the City a cause of action for default or breach against the County for the failure to provide Services if the County redirects and/or uses any bus, equipment, driver, employee, or other material

resource normally provided under this Agreement in response to a disaster, as that term is defined in §418.004 of the Texas Government Code, or any exercise, drill, or other training activity designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster, and to actual and imminent incidents or events that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in order to reduce, counteract, or remove the danger caused by the disaster, incident, or event. In any such disaster, incident, or event, the Parties expressly agree that the provision of aid and assistance, including the temporary reassignment of any bus, equipment, driver, employee, or other material resource, serves a public purpose greater than the provision of Services until such disaster, incident, or event has expired or the said resources are no longer required.

ARTICLE 9. MISCELLANEOUS

- 9.1 Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- 9.2 Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 9.3 Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.
- 9.4 Entire Agreement, Amendments, & Integration. This Agreement constitutes the entire agreement between the Parties and is not effective unless it is in writing and signed by both Parties. This Agreement may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties. With the sole exception of the County's interlocal cooperation agreement with AACOG, to which all terms of this Agreement are subject, there are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

- 9.5 Binding Agreement. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- 9.6 Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and the County may enter into other similar agreements, provided, however, that any agreement between the County and another municipality within the geographical boundaries of Atascosa County for the provision of Services must be reconciled with the terms of this Agreement.
- 9.7 Signature Authority. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein.
- 9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Amendment delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

EFFECTIVE DATE

This Agreement shall be effective on **October 1, 2025**.

THIS PART IS LEFT INTENTIONALLY BLANK.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed on the ____ day of _____, 2025.

ATASCOSA COUNTY, TEXAS:

CITY OF POTEET:

Weldon P. Cude
County Judge, Atascosa County, Texas

Melissa Popham
City Administrator, City of Poteet, Texas

ATTEST:

Theresa Carrasco
County Clerk, Atascosa County, Texas

Abigayle Frautschi
City Secretary, City of Poteet, Texas

EXHIBIT “A”



To: County of Atascosa
ATTN: Honorable
Weldon P. Cude
Subject: Alamo Regional Transit's budget request for FY 2026

This request is for the continuation of the current configuration of the Public Transportation service within the county.

Alamo Regional Transit (ART) is an established public transportation system that has been offering mobility solutions to the Alamo Region for over 20 years. ART is a part of the Alamo Area Council of Governments (AACOG); AACOG is a political subdivision of the state and has been in operation in the region since 1968.

The total cost for this service is split equally, of which the County of Atascosa will pay 50% and AACOG pays 50%. AACOG uses 5311 rural transportation funds and State Service Expansion funding to cover its portion of expenses.

Alamo Regional Transit focused on delivering more efficient service over the last year. Alamo Regional Transit agrees to provide the County of Atascosa with a deviated fixed route service as specified in the Interlocal Agreement. The total cost of the project is \$ 271,304 with Atascosa Counties portion totaling \$135,652 which represents 50% and shall be paid in two amounts on November 15, 2025 (\$67,826) and April 15, 2026 (\$67,826).

Summary of request for public transportation funding:

Continuation of Established Public Transportation Service

Total Request =\$135,652

Thank you for the opportunity to continue to serve the County of Atascosa, please let me know if we need to provide additional information.

Sincerely,

Sean Scott

Sean Scott
Senior Director AACOG

THE STATE OF TEXAS §

§

COUNTY OF ATASCOSA §

**INTERLOCAL COOPERATION AGREEMENT
FOR COWBOY CONNECT TRANSPORTATION SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the **County of Atascosa** (the “County”) and the **City of Pleasanton** (the “City”), each a local government and political subdivision of the State of Texas, and each acting by and through its duly elected officials. The County and the City are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities for the purpose of performing governmental functions and services; and

WHEREAS, the County has contracted through an interlocal cooperation agreement for the provision of a fixed route public transportation service with Alamo Regional Transit (“ART”), an established public transportation system that is part of the Alamo Area Council of Governments (“AACOG”), another political subdivision of the State of Texas; and

WHEREAS, under the County’s interlocal cooperation agreement with AACOG, the cost of the provision of a fixed route public transportation service is split equally between the County and AACOG; and

WHEREAS, the County may enter into other interlocal cooperation agreements with the municipalities located within the geographical boundaries of Atascosa County for the provision of a fixed route public transportation service and to defray the County’s cost of providing said services, any and all of which are subject to the terms and conditions of the County’s interlocal cooperation agreement with AACOG; and

WHEREAS, the County has entered into interlocal cooperation agreements with the City of Pleasanton, the City of Jourdanton, and the City of Poteet, Texas, all within the geographical boundaries of Atascosa County; and

WHEREAS, the County and the City find that entering into an interlocal cooperation agreement for the provision of a fixed route public transportation service allows for the full and effective utilization of resources available to the County and the City and serves a public purpose for all Parties; and

WHEREAS, Chapter 418 of the Texas Government Code authorizes political subdivisions to provide for cooperation in disaster mitigation, preparedness, response, and recovery, and to otherwise render aid in times of emergency; and

WHEREAS, the Parties recognize the vulnerability of people, communities, and schools located within Atascosa County to damages, injuries, and loss of life and property resulting from disasters, natural or man-made catastrophes, and other emergencies; and

WHEREAS, the Parties agree that the full and effective utilization of the resources available to the County and the City serves a public purpose and is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by disasters, natural or man-made catastrophes, and other emergencies.

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1: GOODS AND SERVICES

1.1 For the price and terms provided in Article 2 below, Atascosa County agrees to furnish the City with a public transportation fixed-route service per a published schedule developed by Atascosa County, hereinafter “Services.” The Services will be open to the public and operate Monday through Friday, with the first run starting at 7:00 a.m. and the last run starting at 6:00 p.m. In addition, Atascosa County will provide the following:

- A. Publication of the Cowboy Connect service routes, maps, and bus schedules on its website;
- B. Capital equipment and other essentials related to the provision of public transportation, including vehicles and bus stop signs and poles;
- C. Vehicles and services that are compliant with the requirements of the Americans with Disabilities Act;
- D. Qualified drivers and/or bus operators; and
- E. Operating and administrative costs not covered by this Agreement that are associated with the operations of a fixed-route transportation service;

1.2 The City will provide the following:

- A. Timely input in the development and/or modification of routes, stops, and transfer points; and

- B. Appropriate sites for routes, stops, and transfer points, including providing areas for the installation of bus stop signs and poles, and benches or shelters with Semmie-Seats, as they become available.

ARTICLE 2. AGREEMENT PRICE AND PAYMENT TERMS

- 2.1 In accordance with the County’s interlocal cooperation agreement with AACOG, the cost of the Services shall be divided annually as identified below:
 - A. Atascosa County: one-half of the Total Cost;
 - B. The City of Pleasanton: one-fourth of the Total Cost;
 - C. The City of Jourdanton: one-eighth of the Total Cost; and
 - D. The City of Poteet: one-eighth of the Total Cost.
- 2.2 The City agrees to compensate the County for the provision of Services between the dates of **October 1, 2025**, and **September 30, 2026**, in an amount not to exceed **\$33,913.00**. The Parties further agree that, in accordance with §791.011(e) of the Texas Government Code, this amount fairly compensates the County for the provision of Services required by this Agreement. For reference, a copy of the ART Budget Request for the 2026 Fiscal Year is attached at **EXHIBIT “A.”**
- 2.3 In accordance with §791.011(d) of the Texas Government Code, the City represents and warrants that it has sufficient current revenues available on the Effective Date of this Agreement to make all payments required by this Agreement.

ARTICLE 3. TERM OF AGREEMENT AND RENEWAL

- 3.1 The term of this Agreement shall begin on the Effective Date identified below and shall be for one (1) calendar year, unless sooner terminated under Article 5.
- 3.2 **Renewal Terms**. Subject to the discretion of the governing body of each Party and an affirmative vote as recorded in its official minutes, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual “Renewal Term”); provided that the City has sufficient current revenues available on the Effective Date of any Renewal Term to make all payments required by this Agreement in accordance with §791.011(d) of the Texas Government Code.
 - A. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing.

- B. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty days of the expiration of the Effective Date.
- C. To facilitate the City's reasoned consideration of its financial obligations for any Renewal Term, the County shall provide to the City a copy of any ART Budget Request for an upcoming fiscal year within thirty (30) days of the County's receipt of the same.
- D. Any change, whether an increase or a decrease, in the compensation required under this Agreement shall be based first on the County's annual 50% portion of the cost for the Services as determined by the County's interlocal cooperation agreement with AACOG, and then in consideration of the City's proportionate share for the Services, as defined in Article 2.

ARTICLE 4. NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY

- 4.1 In accordance with federal and state law, including, but not limited to, 49 U.S.C. 5311, which governs the Formula Grants for Rural Areas, and 49 U.S.C. 5339, which governs the Grants for Buses and Bus Facilities Program, and the terms of the County's interlocal cooperation agreement with AACOG, which is incorporated herein by reference as if written in full, neither the County nor the City shall unlawfully discriminate against anyone, or exclude or deny anyone from utilizing the Services or enjoying its benefits on the basis of race, color, religion, sex, age, disability, veteran status, or national origin.

ARTICLE 5. EARLY TERMINATION OF AGREEMENT

- 5.1 The termination of this Agreement at any time other than the term and expiration as defined by Paragraph 3.1 shall be considered an "Early Termination."
- 5.2 This Agreement may be terminated without penalty at any time by either Party upon ninety (90) days' written notice. While the Early Termination of this Agreement shall release each Party from any and all prospective obligations, the City shall pay the County all fees related to the provision of Services incurred up to the date of Early Termination.
- 5.3 Termination for breach of contract under Article 6 does not waive either Party's right to pursue all remedies available under the law.

ARTICLE 6. BREACH OF CONTRACT & DISPUTE RESOLUTION

- 6.1 Breach of Contract. Under this Article and without limiting any other terms of this Agreement or definitions in the law, "default" or "breach of contract" generally occurs when a Party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement to be kept, observed, or performed by it and the defaulting Party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.

- 6.2 Requirements of the AACOG Interlocal Cooperation Agreement. The City's failure to adhere to any requirement of the County's interlocal cooperation agreement with AACOG is material and shall constitute a breach of contract. In such a circumstance, and if the City fails to cure such a breach for a period of thirty (30) days, the County may terminate this Agreement without penalty.
- 6.3 Dispute Resolution. It is the intent of the Parties to pursue all peaceable resolutions for any and all disputes arising in the performance of this Agreement. Accordingly, if a dispute arises in the performance of this Agreement, the Parties agree to engage in alternative dispute resolution in good faith before filing suit for breach of contract or to enforce compliance with the terms of this Agreement. The Parties may utilize the procedures described in §791.015 of the Texas Government Code, the procedures described in this Article, or any other alternative dispute resolution as otherwise deemed prudent by the governing bodies.
- A. *Performance during Dispute.* Unless the dispute concerns the non-payment of Services required under this Agreement, for which the County may immediately discontinue Services without penalty, the Parties agree to continue performing their duties and obligations as identified in this Agreement without disruption during any dispute.
- B. *Notification.* A Party must be notified of an alleged default or breach of contract in writing (the "Notice"), which must be mailed to the address and addressed to the representative authorized to receive notice, as identified in Article 7. To facilitate a timely resolution, the Notice must describe the alleged default or breach with particularity, identify the legal theory of recovery, and specify the relief sought. The Notice may be amended or supplemented, and the other Party may deliver counter notices. The Party receiving the Notice shall present it for the governing body's consideration and action and/or direction no later than the next regular meeting of the receiving government body.
- C. *Cure Period.* The Party receiving notice of an alleged default or breach shall have thirty (30) days to cure or to begin and continue with reasonable diligence and in good faith to cure the alleged default or breach. If the default or breach cannot be corrected within a reasonable time, despite the alleged breaching Party's reasonable diligence and good faith effort to do so, the Parties may agree to an Early Termination of this Agreement in accordance with the terms of Article 5, or the Parties may engage in alternative dispute resolution.
- D. *Initial Meeting.* The Parties may hold an initial meeting to attempt to informally negotiate a resolution of the dispute. If so selected, each Party shall appoint a representative or representatives to negotiate in good faith. The appointed representatives shall meet at a mutually agreeable location in Atascosa County within twenty (20) business days of the receipt of any Notice. If the representatives cannot resolve the dispute, the Parties may agree to refer the dispute to non-binding mediation.

- E. *Non-Binding Mediation.* The Parties may agree to refer the dispute to non-binding mediation over which any qualified mediator may preside, provided, however, that if the Parties utilize the services of the Bexar County Dispute Resolution Center, the Parties shall adhere to the Center's mediation procedures. Unless otherwise assigned by the Bexar County Dispute Resolution Center, the Parties shall agree to the appointment of a mediator, and the Parties shall pay one-half the cost of any mediation services.
- F. *Meetings Held in Compliance with the Law.* All meetings between the Parties shall be held in accordance with the law, including, but not limited to, the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as written and as interpreted by The Office of the Attorney General of Texas.
- G. *Remedies Not Exclusive.* No right or remedy herein conferred upon or reserved to either of the Parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default or breach. The failure of either Party to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent default or breach. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties.

ARTICLE 7. NOTICE TO PARTIES

- 7.1 **Notices.** Any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

To Atascosa County:

Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Drive, Ste. 101
Jourdanton, TX 78026

To City of Pleasanton:

Johnny Huizar
City Manager, City of Pleasanton, Texas
108 Second Street
P.O. Box 209
Pleasanton, Texas 78064

7.2 Change of Address. Each Party hereto may designate a different address for itself by giving a notice in accordance with Paragraph 7.1.

ARTICLE 8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, workers' compensation, disability, death, or dismemberment insurance for the other Party's employees or equipment. Unless otherwise specified, nothing contained in this Agreement shall be construed as making the City responsible for wages, materials, logistical support, equipment, insurance, or related travel expenses incurred by the County or its employees.

8.2 Nothing in this Agreement shall be construed as giving the City the right to direct or control the County in its provision of Services, including, but not limited to, the County's ability to control and determine the supply of buses, drivers, employees, or other resources necessary for the County's faithful execution of this Agreement.

8.3 The Texas Tort Claims Act. The Parties agree that each is a governmental entity and political subdivision subject to the terms of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice & Remedies Code. In entering this Agreement, neither Party waives sovereign or governmental immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies or waives any provision of the Texas Tort Claims Act. The Parties agree that neither Party assumes civil liability under any theory of law for the actions of the other Party in the performance of this Agreement, unless otherwise allowed by law.

8.4 Damages. Unless otherwise allowed by law:

- A. The City is not liable for damage to equipment, injury to any person, or for the actions of the County, including its employees;
- B. All property damaged or destroyed in the performance of this Agreement is the financial responsibility of the County and may be recovered through insurance acquired by the County, or through any other resources available to the County; provided, however, that the County shall not be required to name the City as an additional insured on any insurance policy the County acquires for the provision of Services under this Agreement; and
- C. The County shall not be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from the performance of this Agreement.

8.4 Responses to Disasters. Nothing in this Agreement shall be construed as giving the City a cause of action for default or breach against the County for the failure to provide Services if the County redirects and/or uses any bus, equipment, driver, employee, or other material

resource normally provided under this Agreement in response to a disaster, as that term is defined in §418.004 of the Texas Government Code, or any exercise, drill, or other training activity designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster, and to actual and imminent incidents or events that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in order to reduce, counteract, or remove the danger caused by the disaster, incident, or event. In any such disaster, incident, or event, the Parties expressly agree that the provision of aid and assistance, including the temporary reassignment of any bus, equipment, driver, employee, or other material resource, serves a public purpose greater than the provision of Services until such disaster, incident, or event has expired or the said resources are no longer required.

ARTICLE 9. MISCELLANEOUS

- 9.1 Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- 9.2 Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 9.3 Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.
- 9.4 Entire Agreement, Amendments, & Integration. This Agreement constitutes the entire agreement between the Parties and is not effective unless it is in writing and signed by both Parties. This Agreement may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties. With the sole exception of the County's interlocal cooperation agreement with AACOG, to which all terms of this Agreement are subject, there are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

- 9.5 Binding Agreement. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- 9.6 Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and the County may enter into other similar agreements, provided, however, that any agreement between the County and another municipality within the geographical boundaries of Atascosa County for the provision of Services must be reconciled with the terms of this Agreement.
- 9.7 Signature Authority. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein.
- 9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Amendment delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

EFFECTIVE DATE

This Agreement shall be effective on **October 1, 2025**.

THIS PART IS LEFT INTENTIONALLY BLANK.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed on the ____ day of _____, 2025.

ATASCOSA COUNTY, TEXAS:

CITY OF PLEASANTON:

Weldon P. Cude
County Judge, Atascosa County, Texas

Johnny Huizar
City Manager, City of Pleasanton, Texas

ATTEST:

Theresa Carrasco
County Clerk, Atascosa County, Texas

Andres Aguirre
City Secretary, City of Pleasanton, Texas

EXHIBIT “A”



To: County of Atascosa
ATTN: Honorable
Weldon P. Cude
Subject: Alamo Regional Transit's budget request for FY 2026

This request is for the continuation of the current configuration of the Public Transportation service within the county.

Alamo Regional Transit (ART) is an established public transportation system that has been offering mobility solutions to the Alamo Region for over 20 years. ART is a part of the Alamo Area Council of Governments (AACOG); AACOG is a political subdivision of the state and has been in operation in the region since 1968.

The total cost for this service is split equally, of which the County of Atascosa will pay 50% and AACOG pays 50%. AACOG uses 5311 rural transportation funds and State Service Expansion funding to cover its portion of expenses.

Alamo Regional Transit focused on delivering more efficient service over the last year. Alamo Regional Transit agrees to provide the County of Atascosa with a deviated fixed route service as specified in the Interlocal Agreement. The total cost of the project is \$ 271,304 with Atascosa Counties portion totaling \$135,652 which represents 50% and shall be paid in two amounts on November 15, 2025 (\$67,826) and April 15, 2026 (\$67,826).

Summary of request for public transportation funding:

Continuation of Established Public Transportation Service

Total Request =\$135,652

Thank you for the opportunity to continue to serve the County of Atascosa, please let me know if we need to provide additional information.

Sincerely,

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Sean Scott
Senior Director AACOG

THE STATE OF TEXAS §

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COUNTY OF ATASCOSA §

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FOR COWBOY CONNECT TRANSPORTATION SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between the **County of Atascosa** (the “County”) and the **City of Jourdanton** (the “City”), each a local government and political subdivision of the State of Texas, and each acting by and through its duly elected officials. The County and the City are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities for the purpose of performing governmental functions and services; and

WHEREAS, the County has contracted through an interlocal cooperation agreement for the provision of a fixed route public transportation service with Alamo Regional Transit (“ART”), an established public transportation system that is part of the Alamo Area Council of Governments (“AACOG”), another political subdivision of the State of Texas; and

WHEREAS, under the County’s interlocal cooperation agreement with AACOG, the cost of the provision of a fixed route public transportation service is split equally between the County and AACOG; and

WHEREAS, the County may enter into other interlocal cooperation agreements with the municipalities located within the geographical boundaries of Atascosa County for the provision of a fixed route public transportation service and to defray the County’s cost of providing said services, any and all of which are subject to the terms and conditions of the County’s interlocal cooperation agreement with AACOG; and

WHEREAS, the County has entered into interlocal cooperation agreements with the City of Pleasanton, the City of Jourdanton, and the City of Poteet, Texas, all within the geographical boundaries of Atascosa County; and

WHEREAS, the County and the City find that entering into an interlocal cooperation agreement for the provision of a fixed route public transportation service allows for the full and effective utilization of resources available to the County and the City and serves a public purpose for all Parties; and

WHEREAS, Chapter 418 of the Texas Government Code authorizes political subdivisions to provide for cooperation in disaster mitigation, preparedness, response, and recovery, and to otherwise render aid in times of emergency; and

WHEREAS, the Parties recognize the vulnerability of people, communities, and schools located within Atascosa County to damages, injuries, and loss of life and property resulting from disasters, natural or man-made catastrophes, and other emergencies; and

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- A. *Performance during Dispute.* Unless the dispute concerns the non-payment of Services required under this Agreement, for which the County may immediately discontinue Services without penalty, the Parties agree to continue performing their duties and obligations as identified in this Agreement without disruption during any dispute.
- B. *Notification.* A Party must be notified of an alleged default or breach of contract in writing (the "Notice"), which must be mailed to the address and addressed to the representative authorized to receive notice, as identified in Article 7. To facilitate a timely resolution, the Notice must describe the alleged default or breach with particularity, identify the legal theory of recovery, and specify the relief sought. The Notice may be amended or supplemented, and the other Party may deliver counter notices. The Party receiving the Notice shall present it for the governing body's consideration and action and/or direction no later than the next regular meeting of the receiving government body.
- C. *Cure Period.* The Party receiving notice of an alleged default or breach shall have thirty (30) days to cure or to begin and continue with reasonable diligence and in good faith to cure the alleged default or breach. If the default or breach cannot be corrected within a reasonable time, despite the alleged breaching Party's reasonable diligence and good faith effort to do so, the Parties may agree to an Early Termination of this Agreement in accordance with the terms of Article 5, or the Parties may engage in alternative dispute resolution.
- D. *Initial Meeting.* The Parties may hold an initial meeting to attempt to informally negotiate a resolution of the dispute. If so selected, each Party shall appoint a representative or representatives to negotiate in good faith. The appointed representatives shall meet at a mutually agreeable location in Atascosa County within twenty (20) business days of the receipt of any Notice. If the representatives cannot resolve the dispute, the Parties may agree to refer the dispute to non-binding mediation.

- E. *Non-Binding Mediation.* The Parties may agree to refer the dispute to non-binding mediation over which any qualified mediator may preside, provided, however, that if the Parties utilize the services of the Bexar County Dispute Resolution Center, the Parties shall adhere to the Center's mediation procedures. Unless otherwise assigned by the Bexar County Dispute Resolution Center, the Parties shall agree to the appointment of a mediator, and the Parties shall pay one-half the cost of any mediation services.
- F. *Meetings Held in Compliance with the Law.* All meetings between the Parties shall be held in accordance with the law, including, but not limited to, the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as written and as interpreted by The Office of the Attorney General of Texas.
- G. *Remedies Not Exclusive.* No right or remedy herein conferred upon or reserved to either of the Parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default or breach. The failure of either Party to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy provided in this Agreement shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent default or breach. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties.

ARTICLE 7. NOTICE TO PARTIES

- 7.1 **Notices.** Any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

To Atascosa County:

Weldon P. Cude
Atascosa County Judge
1 Courthouse Circle Drive, Ste. 101
Jourdanton, TX 78026

To City of Jourdanton:

Debbie Molina
City Manager, City of Jourdanton, Texas
1604 SH 97 E, Ste. A
Jourdanton, Texas 78064

7.2 Change of Address. Each Party hereto may designate a different address for itself by giving a notice in accordance with Paragraph 7.1.

ARTICLE 8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, workers' compensation, disability, death, or dismemberment insurance for the other Party's employees or equipment. Unless otherwise specified, nothing contained in this Agreement shall be construed as making the City responsible for wages, materials, logistical support, equipment, insurance, or related travel expenses incurred by the County or its employees.

8.2 Nothing in this Agreement shall be construed as giving the City the right to direct or control the County in its provision of Services, including, but not limited to, the County's ability to control and determine the supply of buses, drivers, employees, or other resources necessary for the County's faithful execution of this Agreement.

8.3 The Texas Tort Claims Act. The Parties agree that each is a governmental entity and political subdivision subject to the terms of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice & Remedies Code. In entering this Agreement, neither Party waives sovereign or governmental immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies or waives any provision of the Texas Tort Claims Act. The Parties agree that neither Party assumes civil liability under any theory of law for the actions of the other Party in the performance of this Agreement, unless otherwise allowed by law.

8.4 Damages. Unless otherwise allowed by law:

- A. The City is not liable for damage to equipment, injury to any person, or for the actions of the County, including its employees;
- B. All property damaged or destroyed in the performance of this Agreement is the financial responsibility of the County and may be recovered through insurance acquired by the County, or through any other resources available to the County; provided, however, that the County shall not be required to name the City as an additional insured on any insurance policy the County acquires for the provision of Services under this Agreement; and
- C. The County shall not be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from the performance of this Agreement.

8.4 Responses to Disasters. Nothing in this Agreement shall be construed as giving the City a cause of action for default or breach against the County for the failure to provide Services if the County redirects and/or uses any bus, equipment, driver, employee, or other material

resource normally provided under this Agreement in response to a disaster, as that term is defined in §418.004 of the Texas Government Code, or any exercise, drill, or other training activity designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster, and to actual and imminent incidents or events that endanger the health, safety, or welfare of the public and require the use of special equipment, trained personnel, or personnel in order to reduce, counteract, or remove the danger caused by the disaster, incident, or event. In any such disaster, incident, or event, the Parties expressly agree that the provision of aid and assistance, including the temporary reassignment of any bus, equipment, driver, employee, or other material resource, serves a public purpose greater than the provision of Services until such disaster, incident, or event has expired or the said resources are no longer required.

ARTICLE 9. MISCELLANEOUS

- 9.1 Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- 9.2 Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 9.3 Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.
- 9.4 Entire Agreement, Amendments, & Integration. This Agreement constitutes the entire agreement between the Parties and is not effective unless it is in writing and signed by both Parties. This Agreement may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties. With the sole exception of the County's interlocal cooperation agreement with AACOG, to which all terms of this Agreement are subject, there are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

- 9.5 Binding Agreement. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- 9.6 Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and the County may enter into other similar agreements, provided, however, that any agreement between the County and another municipality within the geographical boundaries of Atascosa County for the provision of Services must be reconciled with the terms of this Agreement.
- 9.7 Signature Authority. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein.
- 9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Amendment delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

EFFECTIVE DATE

This Agreement shall be effective on **October 1, 2025**.

THIS PART IS LEFT INTENTIONALLY BLANK.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed on the ____ day of _____, 2025.

ATASCOSA COUNTY, TEXAS:

CITY OF JOURDANTON:

Weldon P. Cude
County Judge, Atascosa County, Texas

Debbie Molina
City Manager, City of Jourdanton, Texas

ATTEST:

Theresa Carrasco
County Clerk, Atascosa County, Texas

Melissa Gonzales
City Secretary, City of Jourdanton, Texas

EXHIBIT “A”



To: County of Atascosa
ATTN: Honorable
Weldon P. Cude
Subject: Alamo Regional Transit's budget request for FY 2026

This request is for the continuation of the current configuration of the Public Transportation service within the county.

Alamo Regional Transit (ART) is an established public transportation system that has been offering mobility solutions to the Alamo Region for over 20 years. ART is a part of the Alamo Area Council of Governments (AACOG); AACOG is a political subdivision of the state and has been in operation in the region since 1968.

The total cost for this service is split equally, of which the County of Atascosa will pay 50% and AACOG pays 50%. AACOG uses 5311 rural transportation funds and State Service Expansion funding to cover its portion of expenses.

Alamo Regional Transit focused on delivering more efficient service over the last year. Alamo Regional Transit agrees to provide the County of Atascosa with a deviated fixed route service as specified in the Interlocal Agreement. The total cost of the project is \$ 271,304 with Atascosa Counties portion totaling \$135,652 which represents 50% and shall be paid in two amounts on November 15, 2025 (\$67,826) and April 15, 2026 (\$67,826).

Summary of request for public transportation funding:

Continuation of Established Public Transportation Service

Total Request =\$135,652

Thank you for the opportunity to continue to serve the County of Atascosa, please let me know if we need to provide additional information.

Sincerely,

Sean Scott

Sean Scott
Senior Director AACOG

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 10/14/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/ or take appropriate action on the County Infrastructure Project

Curtis Vickers: Monthly Report.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 26.

Meeting Date: 10/14/2025
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Update and/or take appropriate action concerning Judges, Commissioners, and Other County Elected Officials' training Course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to Education that need to be filed in the court records.

Judge Cude completed 4 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

Commissioner Gillespie completed 10 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17--19, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

Commissioner Pawelek completed 10 continuing education hours at the 2025 Far West Texas County Judges and Commissioners' Conference on September 17--19, 2025, at the Far Flung Outdoor Center in Terlingua, Tx.

ATTACHMENTS

information
information
information



TEXAS ASSOCIATION of COUNTIES
JUDICIAL EDUCATION
TEXAS JUDICIAL ACADEMY

FAR WEST TEXAS COUNTY JUDGES AND COMMISSIONER'S CONFERENCE
JUDICIAL TRAINING SESSIONS
Far Flung Outdoor Center | Terlingua
JUDICIAL EDUCATION
September 17, 2025

Session Title	Date	Time	Hours Offered	Credit Hours Claimed
Legislative Updates	Wed. Sept. 17, 2025	1-2 PM	1 hour	1
Far Out Issues in Far West	Wed. Sept. 17, 2025	2-3 PM	1 hour	1
Impaired Driving: What You Need To Know	Wed. Sept. 17, 2025	3:15-4:15 PM	1 hour	1
"Fowl" Play in the Courtroom	Wed. Sept. 17, 2025	4:15-5:15 PM	1 hour	1
			MAX HOURS	4 hours
TOTAL HOURS CLAIMED				4

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

I certify that I attended this conference and was present at the Judicial Education sessions for which I am claiming credit. I make this certification for the purpose of receiving credit for 4 hours of judicial education.

Maximum credit: 4 hours

I represent and declare these statements are true and correct.

September 17, 2025
Date

WELDON P. CUDDE
Printed Name

ATASCOSA
County

[Signature]
Signature

Attorney Use Only for CLE Credit:

Course Number: 174289474

Bar Card Number: HELL NO

Program CLE: 4 total hours

CLE Credits Claimed: _____

Program Ethics: 0 total hours

CLE Credits Claimed: Not Applicable

*Completed forms should be returned to the registration desk or by email to
Regan Williams at jackieb@county.org.*

CERTIFICATE

_____ OF COMPLETION _____

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

George Butch Pawelek

FOR SUCCESSFULLY COMPLETING 10 HOURS OF EDUCATIONAL TRAINING

Far West Texas CJCA Annual Conference

Terlingua

Peter J. McGill

Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government

Byron Ryder

Hon. Byron Ryder, President
County Judges and Commissioners Association of Texas

Rick Avery

Rick Avery, Ph.D., Director
Texas A&M Agrilife Extension Service

September 17-19, 2025

CERTIFICATE OF COMPLETION


THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Mark Gillespie

FOR SUCCESSFULLY COMPLETING 10 HOURS OF EDUCATIONAL TRAINING

Far West Texas CJCA Annual Conference

Terlingua



Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government



Hon. Byron Ryder, President

County Judges and Commissioners Association of Texas



Rick Avery, Ph.D., Director

Texas A&M AgriLife Extension Service

September 17-19, 2025