

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
October 27, 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. Sarah Rihn: Discuss and/or take appropriate action concerning personnel:
Animal Control:
 - Existing Employee: Pedro Agostini
 - Position: Full-Time Animal Control Officer
 - Pay Rate: \$22.12 hourly
 - Salary Budget Area: 012-477-408
 - Start Date: October 27, 2025
 - Physical: N/A
 - Drug Test: N/A

 - Existing Employee: Anne Dupnick
 - Position: Kennel Tech
 - Pay Rate: \$20.19 hourly
 - Salary Budget Area: 012-477-405
 - Start Date: October 27, 2025
 - Physical: N/A
 - Drug Test: N/A
5. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
 - Existing Employee: Nathaniel Luby

Position: Corrections Officer
Pay Rate: Move to Tier 1: \$25.27 Hourly; 86 Hours
Fluctuating, \$120.00 Mo Uniform, SB22
Eligible, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: November 9, 2025
Physical: n/a
Drug Test: n/a

Existing Employee: Jared Fuentes
Position: Corrections Officer
Pay Rate: Move to Tier 1: \$25.27 Hourly; 86 Hours
Fluctuating, \$120.00 Mo Uniform, SB22
Eligible, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: November 9, 2025
Physical: n/a
Drug Test: n/a

Existing Employee: Edwin Gonzales
Position: Patrol Deputy
Pay Rate: Move to Tier 1: \$28.62 Hourly; 86 Hours
Fluctuating, \$120.00 Mo Uniform, SB22
Eligible, Continue 1-Year Agency Probation
Salary Budget Area: 012-440-410
Start Date: November 9, 2025
Physical: n/a
Drug Test: n/a

6. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Lopez Family on Cannon Rd. in Precinct 1.
7. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: following permits:
 - A. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 401 in Precinct 4.
 - B. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 407 in Precinct 4.
 - C. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 447 in Precinct 4.
8. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Final Plat of the M&G Addition Subdivision on Coughran Rd. in Precinct 4.

Development:

9. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Kuntry Boy Land Investments, LLC on FM 791 in Precinct 4.
10. Britni Van Curan: Rural Development: Discuss and/or take appropriate action on the Order issued by Commissioners' Court Prohibiting Dumpsters in the County Right-of-Way.
11. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action to approve the Commissioners' Court Minutes for August and September, 2025.
12. Justin Vasquez: I.T. Manager: Discuss and/or take appropriate action to approve an addendum to the LGS court case management contract to provide a view-only license for the County Attorney's Office to access the District Clerk's case management system, and authorize the County Judge to sign and execute.
13. Comm.Gillespie: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Joe Zulaica
Position:	CDL driver, road crew (lateral transfer from Pct 3 to Pct 1)
Pay Rate:	\$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	October 27, 2025
Physical:	n/a
Drug Test:	n/a
14. Comm. Bowen: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Jorge Roberto Velazquez
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$22.63 hourly
Salary Budget Area:	022-400-402
Start Date:	October 27, 2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Frank Alaquez Jr.
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$23.20 hourly
Salary Budget Area:	022-400-402
Start Date:	October 27, 2025
Physical:	n/a
Drug Test:	n/a
Existing Employee:	Juan Mireles
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$23.30 hourly
Salary Budget Area:	022-400-402

Start Date: October 27, 2025

Physical: n/a

Drug Test: n/a

15. Tracy Barrera Discuss and/or take appropriate action concerning authorization to issue requests for proposals (RFP) for planning services, including grant administration as related to grant funding from the General Land Office (GLO) for the Local Hazard Mitigation Plan Program (LHMPP) for the Hazard Mitigation Plan Update. If approved, the advertisement for RFPs will be published in the local paper on October 29, 2025, and November 5, 2025.

16. 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.

Theresa Carrasco has completed 12 continuing education hours at the 2025 County and District Clerks Association of Texas Fall Conference in College Station, Tx.

17. **EXECUTIVE SESSION**

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

18. **OPEN SESSION**

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

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

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

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

23. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Wednesday, October 22, 2025.

A handwritten signature in cursive script that reads "Jessica Kidd". The signature is written in black ink and is positioned above a horizontal line.

Jessica Kidd, Court Coordinator



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

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

Existing Employee:	Pedro Agostini
Position:	Full-Time Animal Control Officer
Pay Rate:	\$22.12 hourly
Salary Budget Area:	012-477-408
Start Date:	October 27, 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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Anne Dupnick
Position:	Kennel Tech
Pay Rate:	\$20.19 hourly
Salary Budget Area:	012-477-405
Start Date:	October 27, 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: Request for salary increase based on completion of probation period

Requested Action

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

Existing Employee:	Nathaniel Luby
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$25.27 Hourly; 86 Hours Fluctuating, \$120.00 Mo Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	November 9, 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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Jared Fuentes
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$25.27 Hourly; 86 Hours Fluctuating, \$120.00 Mo Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	November 9, 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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Edwin Gonzales
Position:	Patrol Deputy
Pay Rate:	Move to Tier 1: \$28.62 Hourly; 86 Hours Fluctuating, \$120.00 Mo Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	November 9, 2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 10/27/2025
Item Title: Exception - Lopez Cannon 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 the Lopez Family on Cannon Rd. in Precinct 1.

ATTACHMENTS

Lopez - Registration Packet
Lopez - Certificate



Registration for Division of Land in Atascosa County

I Frederick Lopez, am the owner of the attached filed division of land located at EXHIBIT A "TRACK 5" (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: 10-18-25

Signature: 

Printed Name: Fredrick Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

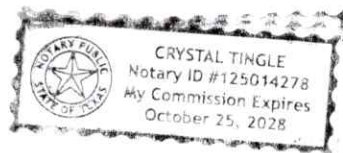
COUNTY OF Lubbock

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

GIVEN under my hand and seal of office this October 18, 2025.

Crystal Tingle

Notary Public, in and for
State of Texas





Registration for Division of Land in Atascosa County

I Rebecca Lopez, am the owner of the attached filed division of land located at Exhibit A Track 5 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 10-18-25

Signature: Rebecca Roy

Printed Name: Rebecca Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

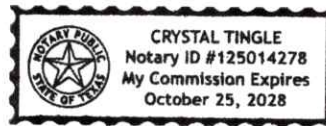
COUNTY OF Lubbock

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

GIVEN under my hand and seal of office this October 18, 2025.

Crystal Tingle

Notary Public, in and for
State of Texas



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: February 21, 2019

Grantor: JOE HUIZAR and wife, AVELINA P. HUIZAR

Grantor's Mailing Address: 4813 FM 1784, Pleasanton, Atascosa County, Texas 78064

Grantee: FREDRICK LOPEZ, a single man; and

REBECCA LOPEZ

Grantee's Mailing Address: 428 Sendero Drive, 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 Thirty-Nine Thousand and 00/100 Dollars (\$39,000.00), payable to the order of Grantor. 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 Grantor, in this Deed and by a Deed of Trust of even date from Grantee to MATTHEW K. FRANKLIN, Trustee.

Property (together with all improvements):

BEING the property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

- NONE

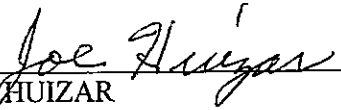
Exceptions to Conveyance and Warranty:

- Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in 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 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.

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



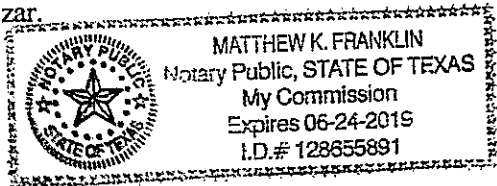
JOE HUIZAR



AVELINA P. HUIZAR

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, by Joe Huizar.

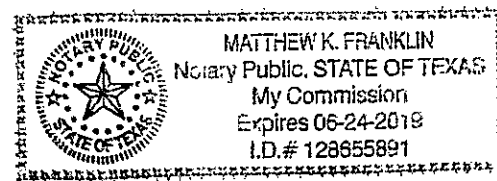




NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, by Avelina P. Huizar.





NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Matthew K. Franklin
120 Preston Street
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

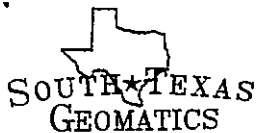
Fredrick Lopez
428 Sendero Dr.
Pleasanton, TX 78064

EXHIBIT A

BEING all of that certain 34.46 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, and the W.W. Whitby Survey No. 1381, Abstract no. 901, all in Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-1, attached hereto and made a part hereof for all purposes; **LESS HOWEVER**

That certain 2.00 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-2, attached hereto and made a part hereof for all purposes.

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com



P.O. Box 144
Calliham | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
34.46 Acres

DESCRIPTION OF 34.46 (34-46/100) ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 34.46 (34-46/100) acres being comprised of approximately 33.25 acres of the Mary Jordan Survey No. 1085, Abstract No. 505, and approximately 1.21 acres of the W. W. Whitby Survey No. 1381, Abstract No. 901, Atascosa County, Texas, said 34.46 (34-46/100) acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, for the northwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found broken at an interior angle corner on the apparent northeast right-of-way of F. M. Highway 1784, bears North 41° 32' 19" West, a distance of 3,099.71 feet;

THENCE North 71° 08' 43" East, (South 71° 28' 00" West), along or near the southeast boundary of said 4.36 acres, along or near a northwest boundary of said 119.37 acres, and generally along a fence, at 284.50 feet pass a ½ inch diameter iron rod with plastic cap stamped "R. LITTLE 4394" found on line for the lower southwest corner of a called 3.36 acres described in a Gift Warranty Deed from Joe A. Huizar and wife, Lina Huizar to William P. Huizar and wife, Yolanda Huizar, dated May 5th, 2000, recorded in Book 159, Page 276 et seq. of the Official Public Records of Atascosa County, Texas, and continuing along same course, with the southeast boundary of said 3.36 acres, for a total distance of 420.16 feet, (420.00 feet), to a ½ inch diameter iron rod found for the southeast corner of said 4.36 acres and said 3.36 acres, being an interior angle corner of said 119.37 acres, for an exterior angle corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 89° 09' 54" East, generally along a cross fence, at 1,022.80 feet pass a corner fence post at an angle in said cross fence, and continuing along same course for a total distance of 1,096.88 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for a northeast corner of this tract;
2. South 17° 26' 41" East, at 820.32 feet pass a corner fence post where this line intersects the aforementioned cross fence, and continuing along same course for a total distance of 1,256.24 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the southeast corner of this tract; from **WHENCE** a 12" mesquite corner fence post stump found in concrete for a possible exterior angle corner of said 119.37 acres, bears the following two (2) calls: 1.) North 73° 59' 08" East, (North 74° 18' 20" East), a distance of 1,416.42 feet to the possible east corner of said 119.37 acres (no corner fence post found); 2.) North 18° 07' 16" West, (North 17° 48' 04" West), a distance of 1,123.30 feet, (1,123.09 feet) to said 12" mesquite corner fence post stump;

THENCE South 73° 59' 08" West, (North 74° 18' 20" East), with the apparent northwest boundary of Cannon Road, with the apparent southeast boundary of said 119.37 acres, a distance of 504.58 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the southeast corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the lower southwest corner of this tract:


THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 16° 00' 52" West, (Record Bearing - Instrument No. 189683), with the northeast boundary of said 2.00 acres, a distance of 264.33 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the north corner of said 2.00 acres, for an interior angle corner of this tract;
2. South 73° 59' 08" West, (Record Bearing - Instrument No. 189683), with the northwest boundary of said 2.00 acres, a distance of 404.39 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the west corner of said 2.00 acres, being on the northeast right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, for the upper southwest corner of this tract;

THENCE North 41° 32' 19" West, (South 41° 13' 00" East), with the northeast right-of-way of F. M. Highway 1784, with the apparent southwest boundary of said 119.37 acres, and generally along a fence, at 687.24 feet pass a ½ inch



Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com


**SOUTH TEXAS
GEOMATICS**

P.O. Box 144
Calliham | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 717.73 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 1,393.95 feet to the POINT OF BEGINNING; said described tract containing 34.46 (34-46/100) acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.



Stacy L. Little | R.P.L.S.
Texas Registration No. 6163

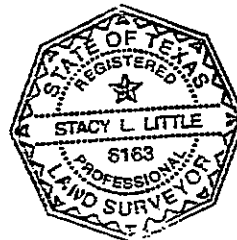
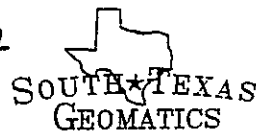


EXHIBIT A-2

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com



P.O. Box 144
Callihum | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
2.00 Acres

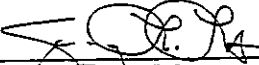
DESCRIPTION OF 2.00 ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, and being within the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, said 2.00 acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto:

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner and POINT OF BEGINNING of this tract: from WHENCE a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, being the northwest corner of a 34.46 acre tract also surveyed this day, bears the following two (2) calls: 1.) South 48° 27' 41" West, crossing and passing through said 119.37 acres, a distance of 287.99 feet to a point on the northwest right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, being on the southwest boundary of said 34.46 acre tract; 2.) North 41° 32' 19" West, (South 41° 13' 00" East), a distance of 659.48 feet;

THENCE crossing and passing through said 119.37 acres, the following four (4) calls;

1. North 48° 27' 41" East, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the north corner of this tract;
2. South 41° 32' 19" East, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the east corner of this tract;
3. South 48° 27' 41" West, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of this tract;
4. North 41° 32' 19" West, parallel with and 287.99 feet from the northeast right-of-way of F. M. Highway 1784, at 195.47 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the east corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 225.96 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the north corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 295.16 feet to the POINT OF BEGINNING; said described tract containing 2.00 acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.



Stacy L. Little, R.P.L.S.
Texas Registration No. 6163



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.

DEED OF TRUST

Date: February 21st, 2019

Grantor: FREDRICK LOPEZ, a single man;

REBECCA LOPEZ and spouse, JESSE LOPEZ

Grantor's Mailing Address: 428 Sendero, Pleasanton, Atascosa County, Texas 78064

Trustee: MATTHEW K. FRANKLIN

Trustee's Mailing Address: 120 Preston, Pleasanton, Atascosa County, Texas 78064

Beneficiary: JOE A. HUIZAR and wife, AVELINA P. HUIZAR

Beneficiary's Mailing Address: 4813 FM 1784, Pleasanton, Atascosa County, Texas 78064

Note(s)

Date: February 21st, 2019

Amount: \$39,000.00

Maker: Fredrick A. Lopez

Payee: Joe A. Huizar and wife, Avelina P. Huizar

Final Maturity Date: March 1, 2029

Terms of Payment: As therein provided

Property:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Prior Liens: NONE

Other Exceptions to Conveyance and Warranty:

- NONE

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS:

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the

note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. The term "note" includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed from Beneficiary to Grantor. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

14. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this Deed of Trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this

instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: [a] creation of a lien or encumbrance subordinate to this Deed of Trust; [b] creation of a purchase-money security interest for household appliances; [c] transfer by devise, descent, or operation of law on the death of a joint tenant; [d] grant of a leasehold interest of three years or less without an option to purchase; and [e] a transfer from one spouse to the other.

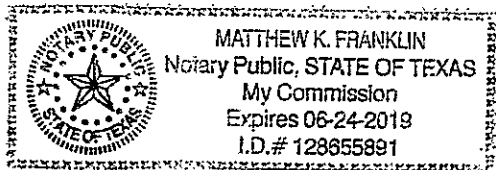
Fredrick Lopez
FREDRICK LOPEZ

Rebecca Lopez
REBECCA LOPEZ

Jesse Lopez
JESSE LOPEZ

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, ^{by} Fredrick Lopez, Rebecca Lopez, and Jesse Lopez.



Matthew Franklin
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Edward E. Haverlah and Matthew K. Franklin
120 Preston St.
Pleasanton, Tx. 78064

AFTER RECORDING RETURN TO:

Joe A. Huizar
4813 FM 1784
Pleasanton, TX 78064

EXHIBIT A

BEING all of that certain 34.46 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, and the W.W. Whitby Survey No. 1381, Abstract no. 901, all in Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-1, attached hereto and made a part hereof for all purposes; **LESS HOWEVER**

That certain 2.00 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-2, attached hereto and made a part hereof for all purposes.

The State of Texas §
County of Atascosa §

Huizar
34.46 Acres

DESCRIPTION OF 34.46 (34-46/100) ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 34.46 (34-46/100) acres being comprised of approximately 33.25 acres of the Mary Jordan Survey No. 1085, Abstract No. 505, and approximately 1.21 acres of the W. W. Whitby Survey No. 1381, Abstract No. 901, Atascosa County, Texas, said 34.46 (34-46/100) acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, for the northwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found broken at an interior angle corner on the apparent northeast right-of-way of F. M. Highway 1784, bears North 41° 32' 19" West, a distance of 3,099.71 feet;

THENCE North 71° 08' 43" East, (South 71° 28' 00" West), along or near the southeast boundary of said 4.36 acres, along or near a northwest boundary of said 119.37 acres, and generally along a fence, at 284.50 feet pass a ½ inch diameter iron rod with plastic cap stamped "R. LITTLE 4394" found on line for the lower southwest corner of a called 3.36 acres described in a Gift Warranty Deed from Joe A. Huizar and wife, Lina Huizar to William P. Huizar and wife, Yolanda Huizar, dated May 5th, 2000, recorded in Book 159, Page 276 et seq. of the Official Public Records of Atascosa County, Texas, and continuing along same course, with the southeast boundary of said 3.36 acres, for a total distance of 420.16 feet, (420.00 feet), to a ½ inch diameter iron rod found for the southeast corner of said 4.36 acres and said 3.36 acres, being an interior angle corner of said 119.37 acres, for an exterior angle corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 89° 09' 54" East, generally along a cross fence, at 1,022.80 feet pass a corner fence post at an angle in said cross fence, and continuing along same course for a total distance of 1,096.88 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for a northeast corner of this tract;
2. South 17° 26' 41" East, at 820.32 feet pass a corner fence post where this line intersects the aforementioned cross fence, and continuing along same course for a total distance of 1,256.24 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the southeast corner of this tract; from **WHENCE** a 12" mesquite corner fence post stump found in concrete for a possible exterior angle corner of said 119.37 acres, bears the following two (2) calls: 1.) North 73° 59' 08" East, (North 74° 18' 20" East), a distance of 1,416.42 feet to the possible east corner of said 119.37 acres (no corner fence post found); 2.) North 18° 07' 16" West, (North 17° 48' 04" West), a distance of 1,123.30 feet, (1,123.09 feet) to said 12" mesquite corner fence post stump;


THENCE South 73° 59' 08" West, (North 74° 18' 20" East), with the apparent northwest boundary of Cannon Road, with the apparent southeast boundary of said 119.37 acres, a distance of 504.58 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the southeast corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the lower southwest corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 16° 00' 52" West, (Record Bearing - Instrument No. 189683), with the northeast boundary of said 2.00 acres, a distance of 264.33 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the north corner of said 2.00 acres, for an interior angle corner of this tract;
2. South 73° 59' 08" West, (Record Bearing - Instrument No. 189683), with the northwest boundary of said 2.00 acres, a distance of 404.39 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the west corner of said 2.00 acres, being on the northeast right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, for the upper southwest corner of this tract;

THENCE North 41° 32' 19" West, (South 41° 13' 00" East), with the northeast right-of-way of F. M. Highway 1784, with the apparent southwest boundary of said 119.37 acres, and generally along a fence, at 687.24 feet pass a ½ inch

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com


**SOUTH TEXAS
GEOMATICS**

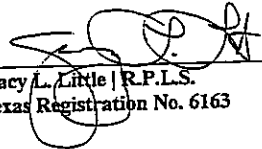
P.O. Box 144
Calliham | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 717.73 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 1,393.95 feet to the POINT OF BEGINNING; said described tract containing 34.46 (34-46/100) acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.



Stacy L. Little | R.P.L.S.
Texas Registration No. 6163



- LEGEND**
- Corner 1/2" dia. stamped iron rod stamped "LITTLE #183" and found, unless otherwise noted.
 - Corner 1/2" dia. stamped iron rod stamped "LITTLE #183" not found, unless otherwise noted.
 - ⊙ Corner 3/8" dia. iron rod found, unless otherwise noted.
 - ⊙ Corner Type I Concrete Highway Monument found, unless otherwise noted.
 - Wire Fence
 - - - - - Ditch
 - - - - - Patent Line
 - (M) Measured Bearing & Distance
 - (R) Recorded Bearing & Distance
 - P.O.B. Point of Beginning
 - dia. Diameter
 - CF Corner Fence Post
 - IR Iron Rod Found
 - CRF Capped Iron Rod Found
 - r.a.w. Right-of-Way

Certification Under this survey as prepared by my signature in blue ink and my seal enclosed along with my 24 seal envelope, the enclosed plat and all the survey data and all the information printed thereon and any other data shown thereon are true and correct and were obtained by me or by a duly qualified and licensed surveyor under my supervision. I am a duly qualified and licensed surveyor under the laws of the State of Texas, and I am a member of the Surveyors' Association of Texas, Inc. My commission expires on 12/31/2023. I am not responsible for any errors or omissions.

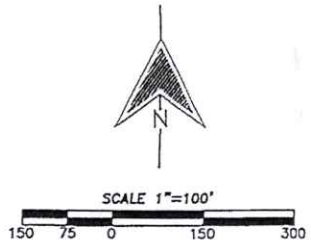
(A) (1.00 acre remainder) Joe A. Huizar and wife, Yolanda Huizar Called 3.18 Acres Book 824, Page 876 Deed Records of Atascosa County, Texas

(B) Fredrick A. Lopez Tract One, Called 2.00 Acres Instrument No. 194601 Official Public Records of Atascosa County, Texas

Note 1: Fredrick A. Lopez, Tract Two, Called 30' Wide Easement, Instrument No. 194601, Official Public Records of Atascosa County, Texas.

Note 2: @52.46' pass a 1/2" dia. CRF for the south corner of the 30' wide easement, and @82.95' pass another 1/2" dia. CRF for the west corner of said 30' wide easement.

PLAT SHOWING A PARTITION SURVEY OF A CALLED 34.46 ACRES, LESS 2.00 ACRES, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM JOE HUIZAR AND WIFE, AVELINA P. HUIZAR TO FREDRICK LOPEZ AND REBECCA LOPEZ, DATED FEBRUARY 21ST, 2019, RECORDED IN INSTRUMENT NO. 194602 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, SAID 34.46 ACRES BEING OUT OF A CALLED 119.37 ACRES DESCRIBED IN AN EXCHANGE DEED WITH VENDOR'S LIEN FROM STEVE RIDGWAY AND WIFE, GENNE GENSEAL RIDGWAY TO JOE A. HUIZAR AND WIFE, AVELINA HUIZAR, DATED THE 13TH DAY OF JUNE, 1990, RECORDED IN BOOK 824, PAGE 876 ET SEQUENTIA (ET SEQ.) OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS, SAID 34.46 ACRES BEING PORTIONS OF THE ORIGINAL PATENT SURVEYS SHOWN HEREON.

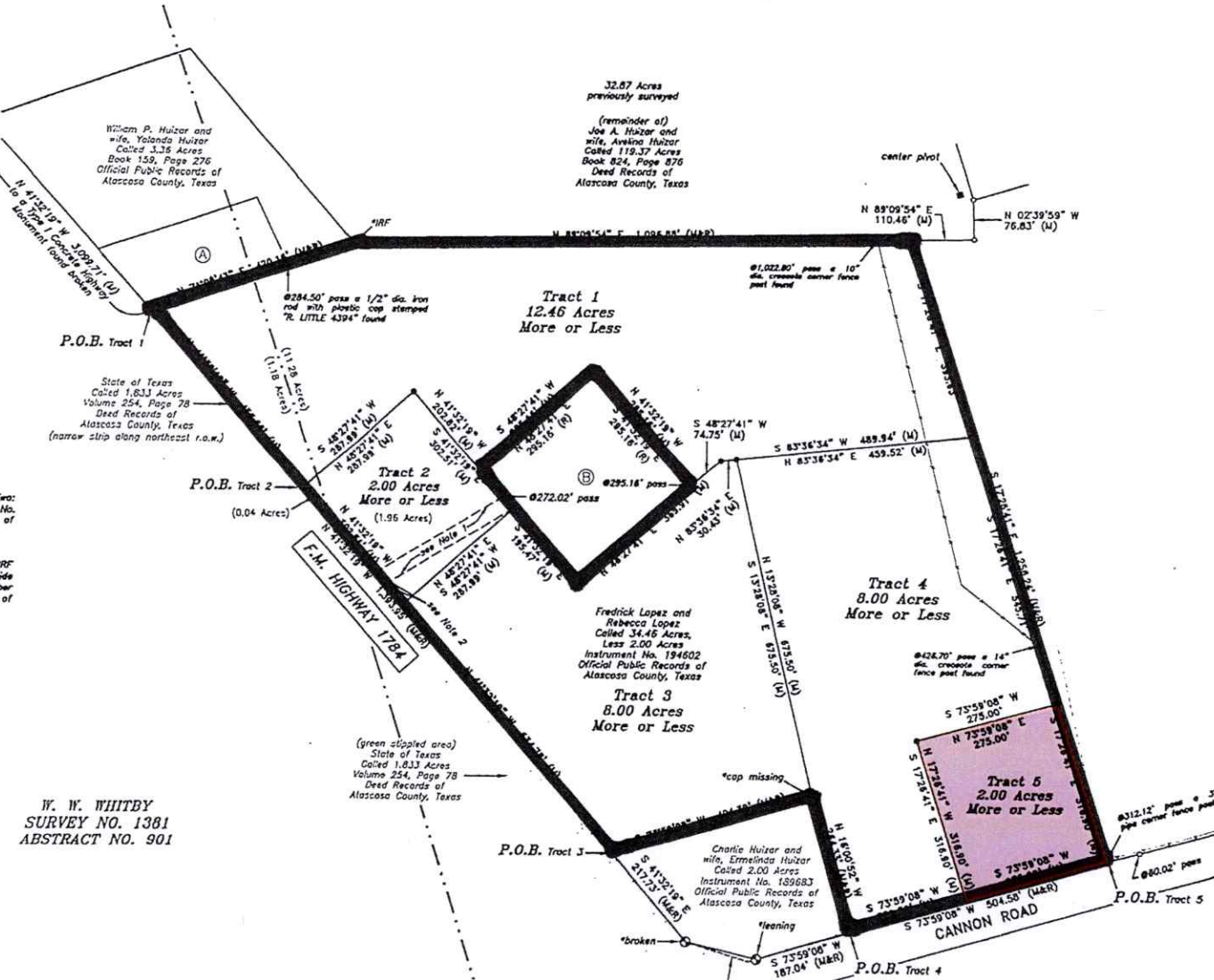


BASIS OF BEARINGS

Being derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 20th, 2023. All distances are ground distances in U. S. Survey Feet.

Surveyor's Note: Original Patent Survey Lines and/or Corners are approximate, along with any acreages shown in parenthesis, unless otherwise noted.

Surveyor's Note: This plat represents a boundary survey only. There may be encumbrances recorded or unrecorded that may affect the property shown hereon. Always use the Texas One Call System or www.texas11.org, before performing any excavations.



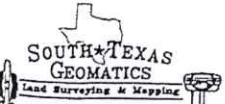
W. W. WHITBY
SURVEY NO. 1381
ABSTRACT NO. 901

41.58 Acres
previously surveyed
**MARY JORDAN
SURVEY NO. 1085
ABSTRACT NO. 505**

(remainder of)
Joe A. Huizar and
wife, Avelina Huizar
Called 119.37 Acres
Book 824, Page 876
Deed Records of
Atascosa County, Texas



I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this survey was made by me or by a duly qualified and licensed surveyor under my supervision and that the plat is a true and correct copy of the original survey as shown on the attached sheet, under my signature and professional stamp. This plat is to be attached and made a part of the accompanying description.



Texas Firm No. 19164900
Stacy L. Little | R.P.L.S. No. 6163
P.O. Box 144 | Callahan | Texas 78007
southtexasgeomatics@gmail.com
(361) 648-0327

SHEET	1 OF 1
SCALE	1"=150'
DATE	12/20/2023
J.O. #	20230056

FIELD WORK	DATE	BY
DRAWING	12/20/2023	S.L.L.
FIELD CHECK	12/20/2023	S.L.L.
UP DATE		
REMARKS		

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 one tract out of 34.46 acres, more or less, described in a Warranty Deed, Instrument Number 194602, Official Public Records, Atascosa County, Texas, and being currently owned by Fredrick Lopez and Rebecca Lopez 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 7.

Meeting Date: 10/27/2025
Item Title: Temporary Water Line - Commodore County Roads 407, 401, 447
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: following permits:

- A. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 401 in Precinct 4.
- B. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 407 in Precinct 4.
- C. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 447 in Precinct 4.

ATTACHMENTS

Oct Commodore County Road 447
Oct Commodore County Road 401
Oct Commodore County Road 407



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR447

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 11/1/2025 (mm/dd/yyyy) and complete such operations by 1/1/26 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR



By: Mitchell Tucker

Title: VP of Sourcing

Address: 2500 N. Big Spring St. Suite B Midland TX 79706

Date: 10/14/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Mitchell Tucker

Office Telephone: 972 352 0225

Cell Phone: 972 352 0225

Email Address: mitell.tucker@commadventstreams.com

Address: 2500 N. Big Spring St. Suite B. Midland TX 79706

City, State, Zip: _____

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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



Legend
Waterline

Waterline Map

Google Earth



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR 401

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 11/1/2025 (mm/dd/yyyy) and complete such operations by 1/1/26 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR



By: Mitchell Tucker

Title: VP of Sourcing

Address: 2500 N. Big Spring St. Suite B Midland TX 79706

Date: 10/14/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Mitchell Tucker

Office Telephone: 972 352 0225

Cell Phone: 972 352 0225

Email Address: mitchell.tucker@commanderstream.com

Address: 2500 N. Big Spring St. Suite 8, Midland TX 79706

City, State, Zip: _____

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

FEE SCHEDULE:

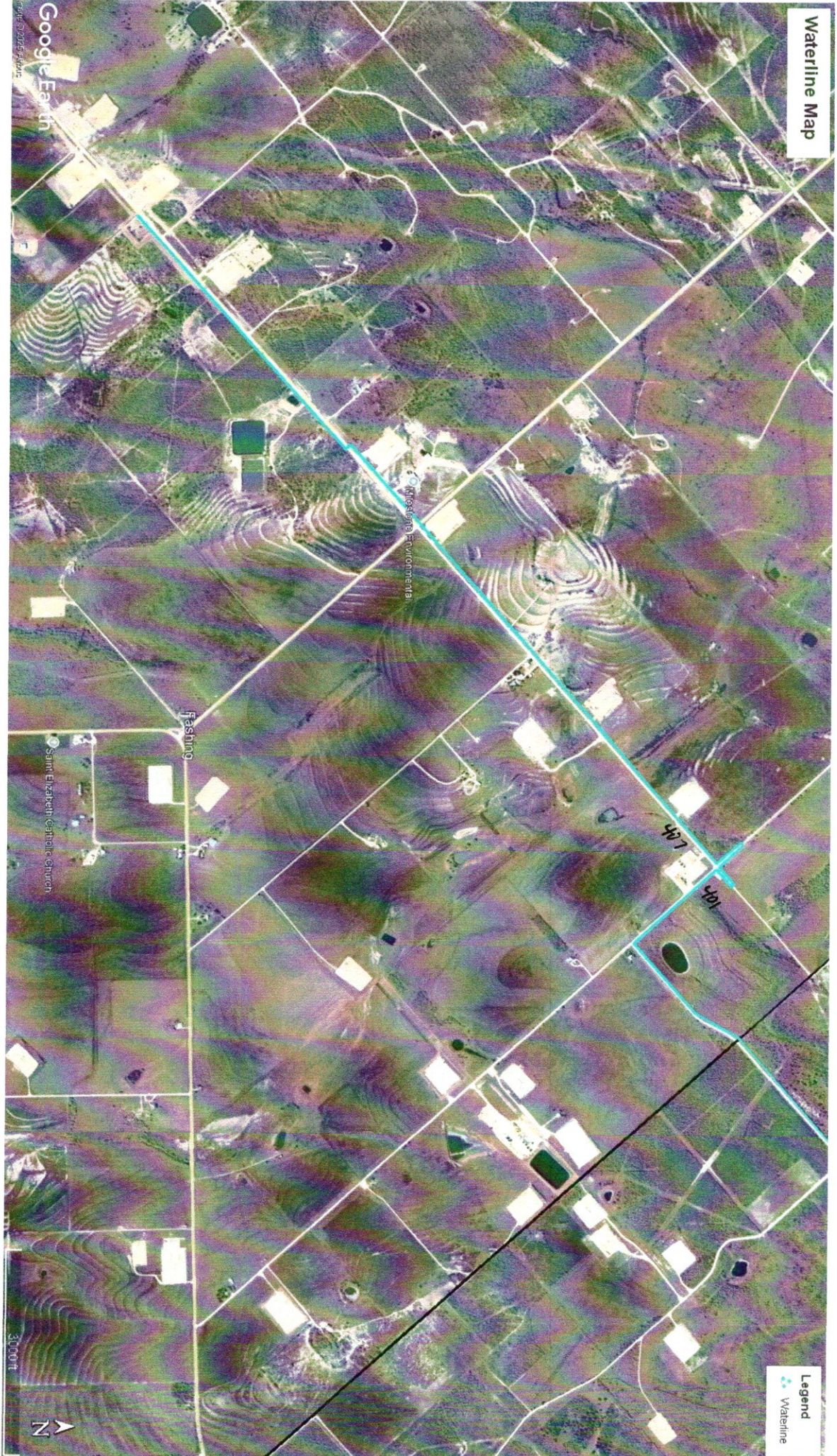
APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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

Waterline Map



Legend
Waterline



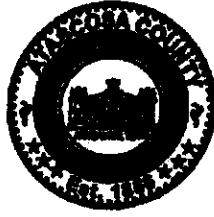
300071

Saint Elizabeth Catholic Church

Fasting

Messing Environmental

Google Earth
Image © 2006, 2008



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR 407

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 11/1/2025 (mm/dd/yyyy) and complete such operations by 1/1/26 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR



By: Mitchell Tucker

Title: VP of Sourcing

Address: 2500 N. Big Spring St. Suite B Midland TX 79706

Date: 10/14/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Mitchell Tucker

Office Telephone: 972 352 0225

Cell Phone: 972 352 0225

Email Address: Mitchell.tucker@commadreamsolutions.com

Address: 2500 N. Big Spring St. Suite B. Midland TX 79706

City, State, Zip: _____

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

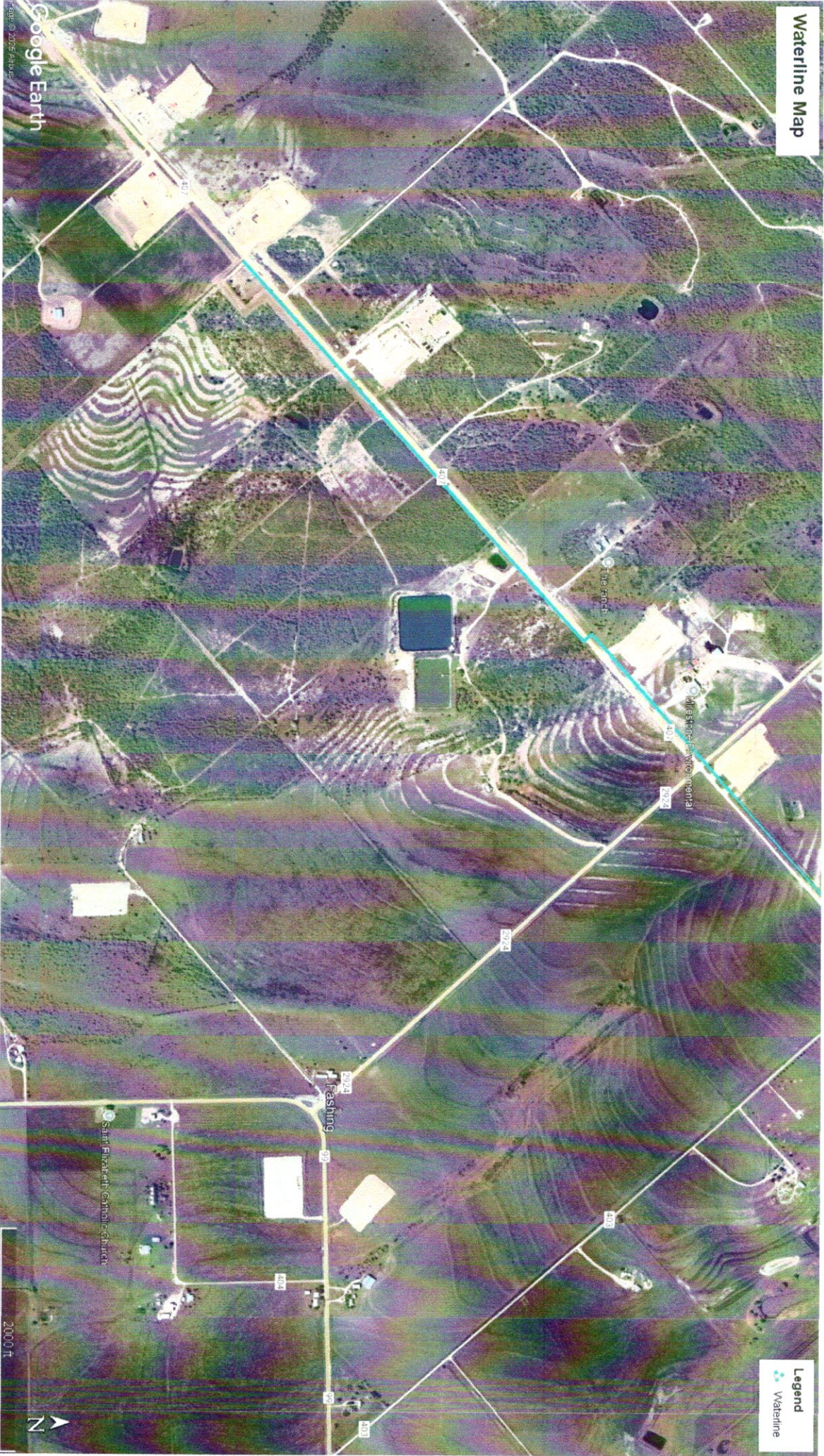
APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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

Waterline Map



Google Earth

2000 ft



Legend
Waterline

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

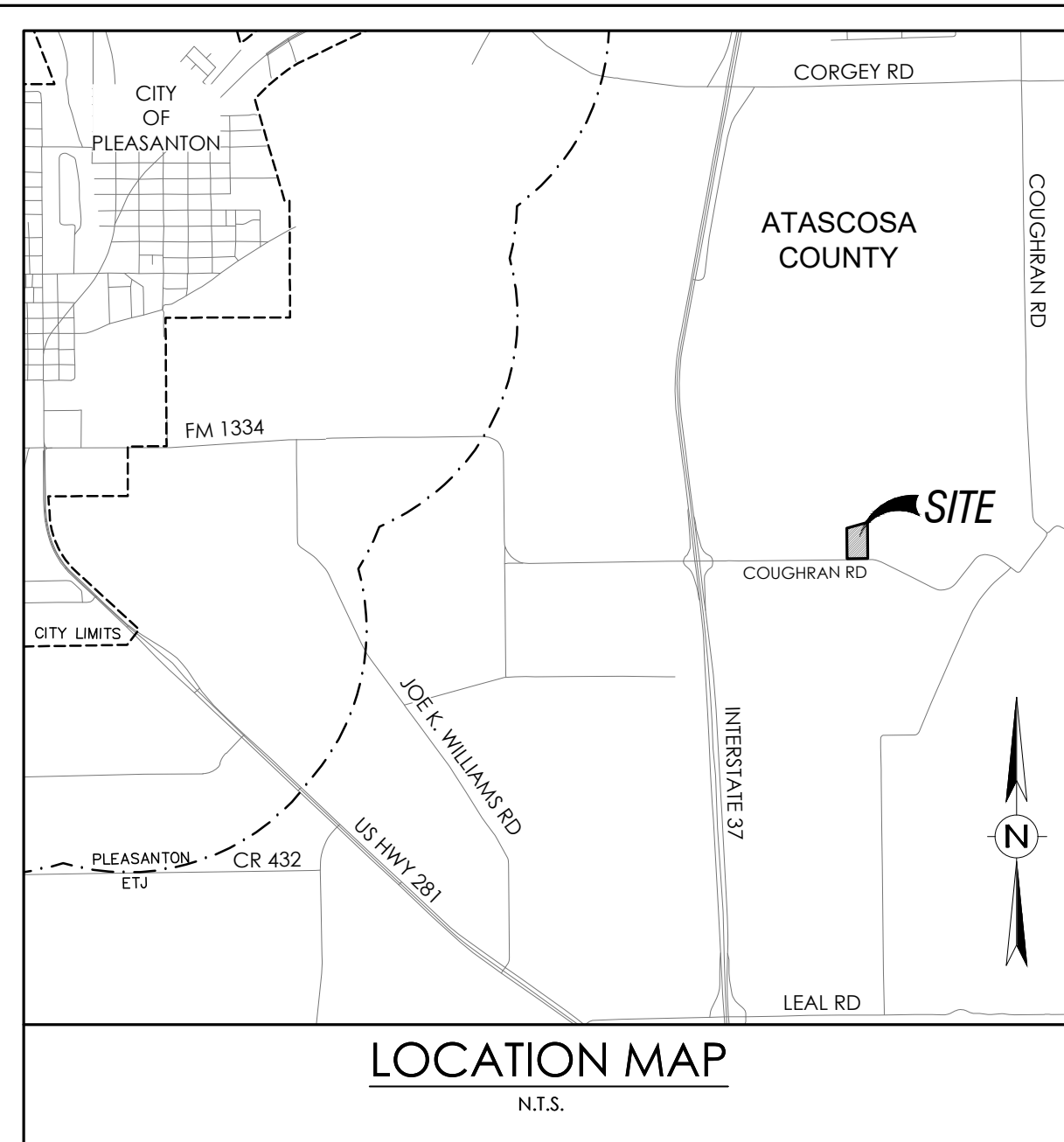
Meeting Date: 10/27/2025
Item Title: Subdivision - M&G Addition
Submitted For: Britni Van Curan, Rural Development Director

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 of the M&G Addition Subdivision on Coughran Rd. in Precinct 4.

ATTACHMENTS

M&G Addition



LOCATION MAP
N.T.S.

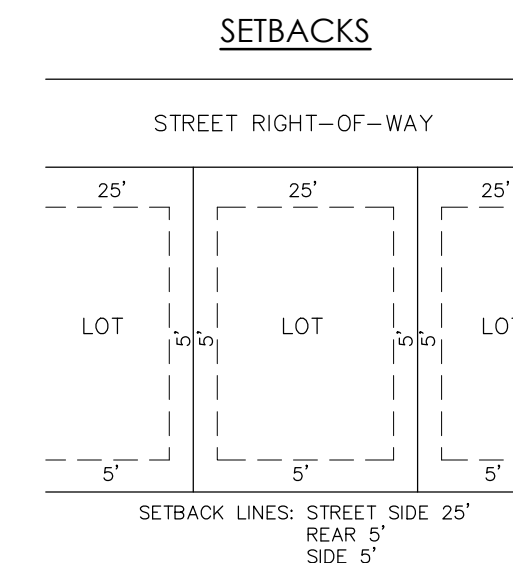
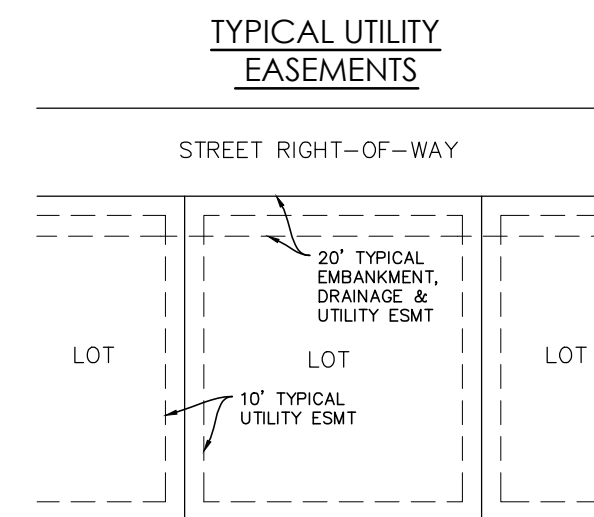
LEGEND

N.T.S.	NOT TO SCALE
OPR	OFFICIAL PUBLIC RECORDS
DR	DEED RECORDS
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
I.R.F.	IRON ROD FOUND
DOC.	DOCUMENT
NO.	NUMBER

●	FOUND 1/2" IRON ROD
⊙	SET 5/8" IRON PIN WITH ORANGE CAP STAMPED "ROTHE * ASSOC RPLS 6286"

---	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), NAD83.
 - 5/8" IRON PIN WITH ORANGE CAP STAMPED "ROTHE & ASSOC RPLS 6286" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - DISTANCES SHOWN HEREON ARE GRID. GRID TO SURFACE = GRID X 1.00015.
- 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.



- 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 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 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 TxDOT FOR DRIVEWAYS ENTERING ONTO STATES 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 FIRM MAP NUMBER 48013003500 EFFECTIVE NOVEMBER 4, 2010.
 - NO LOTS IN 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.

CULVERT TABLE

LOT #	MINIMUM CULVERT	PROPERTY INFORMATION
LOT 1	18"	PROPERTY ID: 13674 LEGAL ACRES: 483.86 AC LEGAL DESC.: ABS A00501 S JONES SV-893

NOTE: LOW WATER XING IS ALLOWED, BUT MAY NOT IMPIDE FLOW

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	0			
2.5-10 AC	1			X
> 10 AC	0			
TOTAL	1			

STATE OF TEXAS
COUNTY OF ATASCOSA

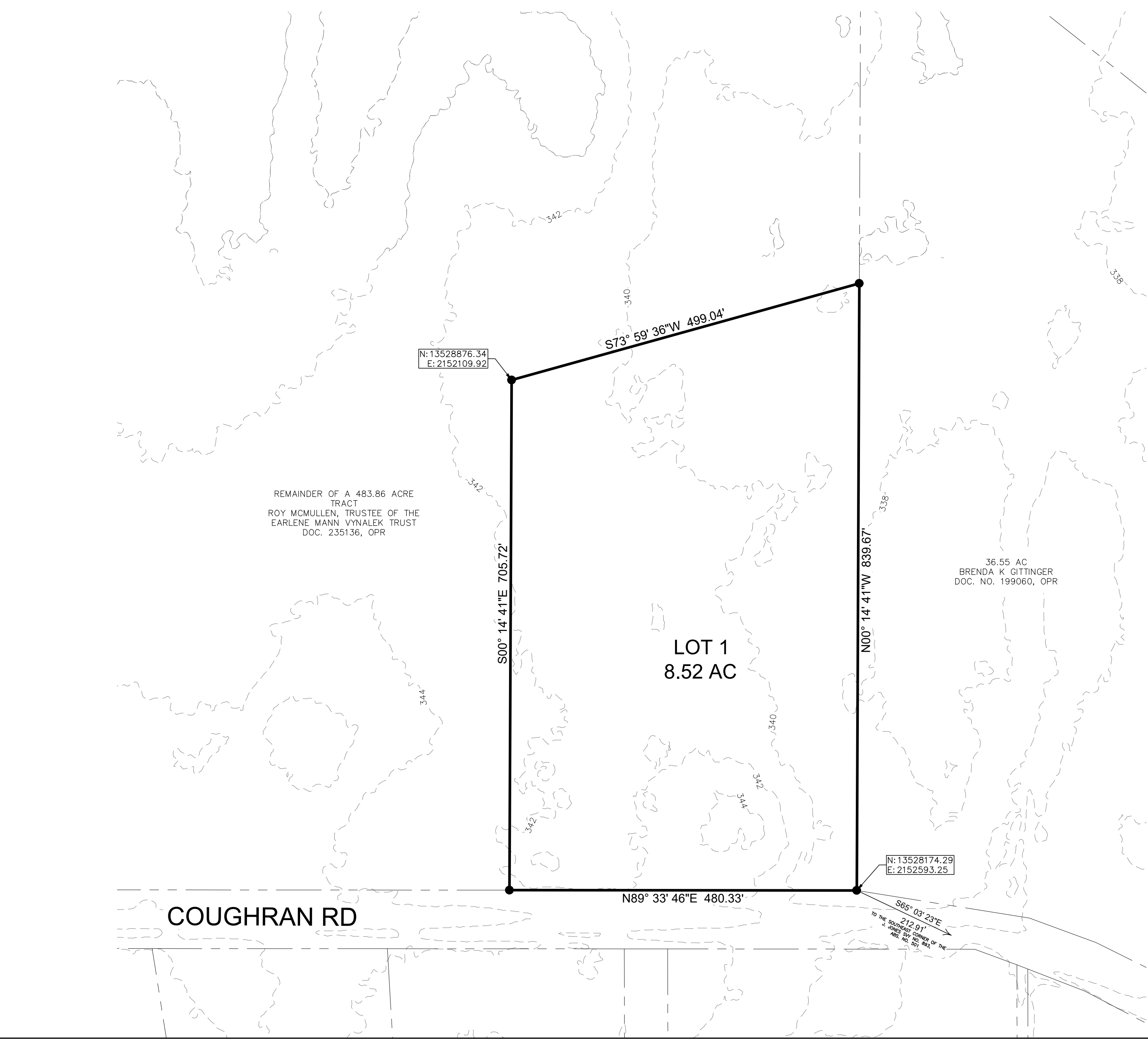
I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND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

LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
RL BACA ENGINEERING, FIRM NO. F-23628
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF MEDINA

I, JONATHAN H. ROTHE, 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
JONATHAN H. ROTHE, R.P.L.S. #6286
ROTHE & ASSOCIATES, PLLC, FIRM 10122200
1705 AVENUE K, HONDO, TX 7861
830-426-3005



**SUBDIVISION PLAT
ESTABLISHING
M&G ADDITION**

BEING A TOTAL OF 8.52 ACRES, MORE OR LESS, LYING IN THE S. JONES SURVEY NO. 893, ABSTRACT NO. 501, ATASCOSA COUNTY, TEXAS, OUT OF A 382.6 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO EARLENE VYNALEK RECORDED IN VOLUME 287, PAGE 438, DEED RECORDS OF ATASCOSA COUNTY, TEXAS, SAID TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN VOLUME 124, PAGE 187, DEED RECORDS OF ATASCOSA COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS CONVEYED TO THE EARLENE MANN VYNALEK TRUST IN EXECUTOR'S DEED RECORDED IN DOCUMENT NO. 235136, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

N
SCALE:
1" = 100'
DATE OF PREPARATION: OCTOBER 2025

**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.: 25-115

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:
ROY McMULLEN, TRUSTEE OF THE
EARLENE MANN VYNALEK TRUST
507 COMMERCE ST, PLEASANTON, TX 78064
830-569-6528

OWNER: ROY SCOTT McMULLEN

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

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 4 COMMISSIONER

COMMISSIONERS COURT APPROVAL

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

ATASCOSA COUNTY JUDGE

PRECINCT 1 COMMISSIONER

PRECINCT 2 COMMISSIONER

PRECINCT 3 COMMISSIONER

PRECINCT 4 COMMISSIONER

**AGENDA REQUEST
(GENERAL)**

Agenda Item 9.

Meeting Date: 10/27/2025
Item Title: Exception - Latham FM 791
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 Kuntry Boy Land Investments, LLC on FM 791 in
Precinct 4.

ATTACHMENTS

Kuntry Boy Land Registration
Kuntry Boy Certificate



Registration for Division of Land in Atascosa County

I William Phazon/KWTRY BAY LAND INDUSTRIES am the owner of the attached filed division of land located at 69.63 ACRES IN ATASCOSA COUNTY OUT OF EDWARD GORRIS SURV # 10 PART 2 (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: 10/15/2025

Signature: William Phatum

Printed Name: William Phatum

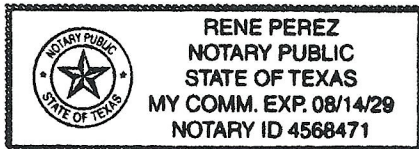
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Jim Wells

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

GIVEN under my hand and seal of office this October 15th, 2025.



Rene Perez
Notary Public, in and for
State of Texas

ELECTRONICALLY RECORDED**OFFICIAL PUBLIC RECORDS**


Theresa Carrasco, County Clerk
Atascosa County, TX

08/20/2025 8:19 AM

254642

\$ 45.00

SOCHOA

WDVL

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

Warranty Deed with Vendor's Lien

Date: August 15, 2025

Grantor: Ryan Ewers, Desiray Ewers, and Colton Ewers, as their sole and separate property

Grantor's Mailing Address: Ryan Ewers and Colton Ewers: 11322 Tiger Woods, San Antonio, Bexar County, Texas 78221; Desiray Ewers: 726 Albatross Way, San Antonio, Bexar County, Texas 78221

Grantee: KUNTRY BOY LAND INVESTMENTS, LLC, a Texas limited liability company

Grantee's Mailing Address: 16335 North State Highway 16, Poteet, Atascosa County, Texas 78065

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and for the further consideration of the execution and delivery by said grantee of that one certain promissory note in the principal sum of Two Hundred Eighty Thousand Five Hundred and 00/100 Dollars (\$280,500.00) payable to the order of Rio Bank, upon terms and bearing interest as therein provided, and providing for the acceleration of maturity in the event of default and for attorney's fee, the payment of which note is secured by the vendor's lien herein and is hereby transferred to Rio Bank without recourse on the Grantor and is additionally secured by a Deed of Trust to Brian A. Humphreys, Jr., Trustee.

Property (including any improvements): All that certain tract or parcel of land containing 69.63 acres in Atascosa County, Texas, out of the Edward Garner Survey No. 10, Abstract 2, being the same tract called 69.67 acres described in conveyance from Dennis Martin Sbach, Independent Executor of the Estate of Alma Claire Sbach to Dennis Martin Sbach, of record in Document # 1776651, Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part for all purposes.

Reservations from Conveyance and Warranty: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided One Hundred percent (100%) interest of all oil, gas, and other minerals, owned by Grantor, in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Seller does not reserve and retain (and does hereby convey) implied rights of ingress and egress and reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas and other minerals.

Exceptions to Conveyance and Warranty:

- a. 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 Public Records.

- b. Any visible and apparent roadway or easement over or across the Property, the existence of which does not appear of record.
- c. Memorandum of Oil, Gas and Mineral Lease to Alvin M. Barrett & Associates Inc., recorded in Instrument No. 110755, Official Public Records of Atascosa County, Texas.
- d. Right of Way Easement to McCoy Water, recorded in Instrument No. 121386, Official Public Records of Atascosa County, Texas.
- e. No liability is assumed by reason of OIL EQUIPMENT, WELLS, PUMP JACKS, PAD SITE, OVERHEAD ELECTRIC LINES, METER POLES, POWER POLES and GAS PIPELINE, but only as shown on survey dated August 1, 2025, by Reynaldo Martinez, Jr., Registered Professional Land Surveyor # 5482.
- f. No liability is assumed by reason of BARBED WIRE FENCE traversing the subject property, but only as shown on survey dated August 1, 2025, by Reynaldo Martinez, Jr., Registered Professional Land Surveyor # 5482.
- g. No liability is assumed by reason of FENCE OUT 16.0', but only as shown on survey dated August 1, 2025, by Reynaldo Martinez, Jr., Registered Professional Land Surveyor # 5482.
- h. Rights of adjoining property owners in and to that portion of the herein described property, if any, which lies inside record title boundary but outside fence or inside fences but outside title boundary, but only as shown on survey dated August 1, 2025, by Reynaldo Martinez, Jr., Registered Professional Land Surveyor # 5482.

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.

Rio Bank at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property, as is evidenced by the hereinbefore described \$280,500.00 note. The first and superior Vendor's Lien, as well as the Superior Title to said property is retained herein for the benefit of the said Rio Bank, its successors or assigns and transferred to Rio Bank, and shall have the right to release said Vendor's Lien upon the payment of said Note. The Vendor's Lien against and superior title to the property are retained until each note described is fully paid according to its term, at which time this deed will become absolute.

RIGHT OF FIRST REFUSAL:


Further, with respect to a called 69.67 acre tract lying and being situated to the south and contiguous to the Property conveyed herein (the "Adjacent Property"), said Adjacent Property being depicted and shown on the survey plat dated August 1, 2025, by Reynaldo Martinez, Jr., Registered Professional Land Surveyor # 5482 under the name of Marilyn Frances McDonald Martinez (said Adjacent Property having been described in Instrument Number 79685, Official Public Records of Atascosa, County, Texas), Grantor does hereby warrant and represent to Grantee that Grantor shall soon be in title (and shall own) said

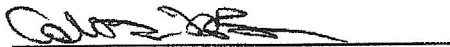
Adjacent Property in fee simple. Upon Grantor coming into ownership of the Adjacent Property, Grantor does hereby agree that Grantor shall (prior to marketing the Adjacent Property) first offer for sale the Adjacent Property to Grantee at a price and according to terms to be agreed upon by Grantor and Grantee. In the event that Grantor and Grantee are not able to timely reach a mutual agreement for the sale of the Adjacent Property, Grantor shall have the right to market the Adjacent Property to third parties. Upon marketing the Adjacent Property to third parties, and in the event that Grantor receives a good faith offer to purchase from an unrelated and unaffiliated third party (in a proposed arm's length transaction), then Grantor shall within 5 business days from receiving an offer, notify Grantee in writing about such proposed offer, and Grantee shall have then have 5 business days from receiving the notice in which to elect to either: 1) refuse to purchase the Adjacent Property; OR 2) agree to purchase such Adjacent Property (at the same price and for the same terms as the offer presented). This provision shall last for a period of 10 years from the date of recording this deed.

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

AGREED TO AND GRANTED BY GRANTOR:


Ryan Ewers

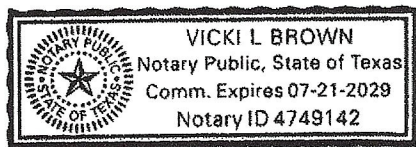

Desiray Ewers

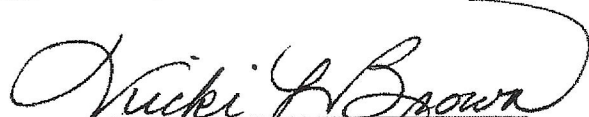

Colton Ewers

STATE OF TEXAS

COUNTY OF Brewster

This instrument was acknowledged before me on this 15th day of August 2025, by Ryan Ewers.

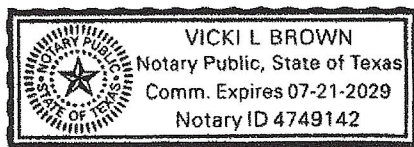




Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Brewster

This instrument was acknowledged before me on this 15th day of August 2025, by Desiray Ewers.

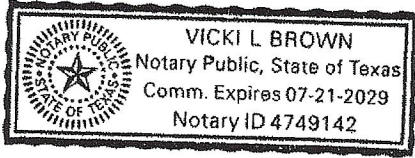



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 15th day of August 2025, by Colton Ewers.



Vicki L Brown
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Kuntry Boy Land Investments, LLC
16335 North State Highway 16
Poteet, Texas 78065

MARTINEZ
Surveying & Mapping Co
Firm # 101822-00
P.O. Box 17971
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
 COUNTY OF ATASCOSA

69.63 ACRE TRACT

All that certain tract or parcel of land containing 69.63 acres in Atascosa County, Texas, out of the Edward Garner Survey No. 10, Abstract 2, being the same tract called 69.67 acres described in conveyance from Dennis Martin Sbach, Independent Executor of the Estate of Alma Claire Sbach to Dennis Martin Sbach, of record in Document # 176651, Official Public Records of Atascosa County, Texas.

Said 69.63 acre tract, being more particularly described as follows:

- BEGINNING:** at a metal fence post found on the Southeast line of F. M. Road No. 791 at the Southwest corner of Virginia Maurice, Tract 1 – 69.67 acre tract, of record in Document # 232606, Official Public Records of Atascosa County, Texas, for the Northwest corner of this tract;
- THENCE:** South 77 deg. 49 min. 23 sec. East, 3270.88 feet to a ½” iron pin set with cap on the West line of NRPN LP., Tract 4 – 131.24 acre tract, of record in Document # 157932, Official Public Records of Atascosa County, Texas, at the Southeast corner of said Maurice, Tract 1 – 69.67 acre tract, for the Northeast corner of his tract;
- THENCE:** South 04 deg. 16 min. 48 sec. West, 16.10 feet to a metal fence post found;
 South 39 deg. 46 min. 45 sec. East, 699.99 feet to a ½” iron pin set with cap and
 South 38 deg. 55 min. 25 sec. East, 384.61 feet to a ½” iron pin found with cap on the Southwest line of NRPN LP., Tract 4 – 131.24 acre tract, of record in Document # 157932, Official Public Records of Atascosa County, Texas, at the Northeast corner of Marilyn Frances McDonald Martinez, Tract 3 – 69.67 acre tract, of record in Document # 79685, Official Public Records of Atascosa County, Texas, for the Southeast corner of this tract;
- THENCE:** South 79 deg. 58 min. 18 sec. West, 4533.00 feet to a ½” iron pin found on the Southeast line of F. M. Road No. 791 at the Northwest corner of said Martinez, Tract 3 – 69.67 acre tract, for the Southwest corner of this tract;

THENCE: North 37 deg. 29 min. 11 sec. East, 949.96 feet along with the Southeast line of said F. M. Road No. 791 to the POINT OF BEGINNING.

Bearing Basis – South 79 deg. 58 min. 18 sec. West, 4533.00 feet – from the South line of this tract, of record in Document # 176651, Official Public Records of Atascosa County, Texas.



A handwritten signature in cursive script that reads "Reynaldo Martinez Jr.".

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
Job No. 25-7-8
August 1, 2025
(SEE ACCOMPANYING SURVEY PLAT)
Revised: August 15, 2025

MARTINEZ
Surveying & Mapping Co
Firm # 101822-00
P.O. Box 17971
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

TRACT 1
29.63 ACRE TRACT

All that certain tract or parcel of land containing 29.63 acres in Atascosa County, Texas, out of the Edward Garner Survey No. 10, Abstract 2, being a portion of that certain tract called 69.67 acres described in conveyance from Ryan Ewers, et al to Kuntry Boy Land Investments, LLC, of record in Document # 254642, Official Public Records of Atascosa County, Texas.

Said 29.63 acre tract, being more particularly described as follows:

BEGINNING: at a metal fence post found on the Southeast line of F. M. Road No. 791 at the Southwest corner of Virginia Maurice, Tract 1 – 69.67 acre tract, of record in Document # 232606, Official Public Records of Atascosa County, Texas, for the Northwest corner of this tract;

THENCE: South 77 deg. 49 min. 23 sec. East, 3270.88 feet to a ½” iron pin set with cap on the West line of NRPN LP., Tract 4 – 131.24 acre tract, of record in Document # 157932, Official Public Records of Atascosa County, Texas, at the Southeast corner of said Maurice, Tract 1 – 69.67 acre tract, for the Northeast corner of his tract;

THENCE: South 04 deg. 16 min. 48 sec. West, 16.10 feet to a metal fence post found;
South 39 deg. 46 min. 45 sec. East, 699.99 feet to a ½” iron pin set with cap and
South 38 deg. 55 min. 25 sec. East, 384.61 feet to a ½” iron pin found with cap on the Southwest line of NRPN LP., Tract 4 – 131.24 acre tract, of record in Document # 157932, Official Public Records of Atascosa County, Texas, at the Northeast corner of Marilyn Frances McDonald Martinez, Tract 3 – 69.67 acre trac, of record in Document # 79685, Official Public Records of Atascosa County, Texas, for the Southeast corner of this tract;

THENCE: North 79 deg. 58 min. 18 sec. West, 1998.82 feet to a ½” iron pin set with cap at the Southeast corner of Tract 2, 40.00 acre tract, surveyed this same day, for the Southwest corner of this tract;

THENCE: North 10 deg. 01 min. 42 sec. East, 704.28 feet to a ½” iron pin set with cap at the Northeast corner of Tract 2 40.00 acre tract, surveyed this same day, for a corner of this tract;

THENCE: North 77 deg. 49 min. 23 sec. West, 2128.25 feet to a ½” iron pin set with cap on the Southeast line of F. M. Road No. 791, at the Northwest corner of Tract 2, 40.00 acre tract, surveyed this same day, for a corner of this tract;

THENCE: North 37 deg. 29 min. 11 sec. East, 66.37 feet along with the Southeast line of said F. M. Road No. 791 to the POINT OF BEGINNING.

Bearing Basis – South 79 deg. 58 min. 18 sec. West, 4533.00 feet – from the South line of this tract, of record in Document # 176651, Official Public Records of Atascosa County, Texas.



Reynaldo Martinez Jr.

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
Job No. 25-7-8 (T1)
September 25, 2025
(SEE ACCOMPANYING SURVEY PLAT)

MARTINEZ
Surveying & Mapping Co
Firm # 101822-00
P.O. Box 17971
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

TRACT 2
40.00 ACRE TRACT

All that certain tract or parcel of land containing 40.00 acres in Atascosa County, Texas, out of the Edward Garner Survey No. 10, Abstract 2, being a portion of that certain tract called 69.63 acres described in conveyance from Ryan Ewers, et al to Kuntry Boy Land Investments, LLC, of record in Document # 254642, Official Public Records of Atascosa County, Texas.

Said 40.00 acre tract, being more particularly described as follows:

BEGINNING: at a ½” iron pin set with cap on the Southeast line of F. M. Road No. 791 at a corner of Tract 1, 29.63 acre tract, surveyed this same day, for the Northwest corner of this tract; from which point a metal fence post found on the Southeast line of F. M. Road No. 791 at the Southwest corner of Virginia Maurice, Tract 1 – 69.67 acre tract, of record in Document # 232606, Official Public Records of Atascosa County, Texas, bears: North 37 deg. 29 min. 11 sec. East, 66.37 feet;

THENCE: South 77 deg. 49 min. 23 sec. East, 2128.25 feet to a ½” iron pin set with cap, for an angle corner of said Tract 1, 29.63 acre tract, surveyed this same day, for the Northeast corner of this tract;

THENCE: South 10 deg. 01 min. 42 sec. West, 704.28 feet to a to a ½” iron pin set with cap on the North line of Marilyn Frances McDonald Martinez, Tract 3 – 69.67 acre trac, of record in Document # 79685, Official Public Records of Atascosa County, Texas, for the Southeast corner of this tract;

THENCE: North 79 deg. 58 min. 18 sec. West, 2534.18 feet to a ½” iron pin found on the Southeast line of F. M. Road No. 791 at the Northwest corner of said Martinez, Tract 3 – 69.67 acre tract, for the Southwest corner of this tract;

THENCE: North 37 deg. 29 min. 11 sec. East, 883.61 feet along with the Southeast line of said F. M. Road No. 791 to the POINT OF BEGINNING.

Bearing Basis – South 79 deg. 58 min. 18 sec. West, 4533.00 feet – from the South line of this tract, of record in Document # 176651, Official Public Records of Atascosa County, Texas.



Reynaldo Martinez Jr.

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
Job No. 25-7-8 (T2)
September 25, 2025
(SEE ACCOMPANYING SURVEY PLAT)

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 69.63 acres, more or less, described in a Deed, Instrument Number 254642, Official Public Records, Atascosa County, Texas, and being currently owned by Kuntry Boy Investments, LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk
Atascosa County, Texas

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

Meeting Date: 10/27/2025
Item Title: Dumpster Committee
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action on the Order issued by Commissioners'
Rural Development: Court Prohibiting Dumpsters in the County Right-of-Way.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 11.

Meeting Date: 10/27/2025
Item Title: August & September Minutes
Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action to approve the Commissioners' Court
County Clerk: Minutes for August and September, 2025.

Recommendation/Action Requested and Justification

Request approval of the Commissioners' Court Minutes for August and September, 2025.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 10/27/2025

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action to approve an addendum to the LGS court case management contract to provide a view-only license for the County Attorney's Office to access the District Clerk's case management system, and authorize the County Judge to sign and execute.
I.T. Manager:

ATTACHMENTS

Addendum

Addendum 12

Exhibit 1

Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between ATASCOSA COUNTY, TEXAS (“COUNTY”) with administrative offices located at Atascosa County Courthouse, Jourdanton, Texas, and Local Government Solutions, L.P. (“VENDOR”), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services add one (1) inquiry user to the District Clerk for the office of the County Attorney; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS11-00001 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Atascosa County Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Atascosa County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 12:

Schedule A. The following amendments to Schedule A shall be made:

District Clerk

All Modules	Number of Licenses	Monthly Cost
District Clerk		
Inquiry User (for County Attorney)	1	100.00
Total Proposal – Reducing Monthly Bill		\$100.00

Atascosa Commitment

Current Billing	\$6,934.00
Addendum 11 – Transition Hosted	\$(398.00)
Addendum 12 – Add Inquiry User	\$100.00
New Proposed Monthly Pricing	\$6,636.00

**Contract Identification Number
LGS11-00001-12**

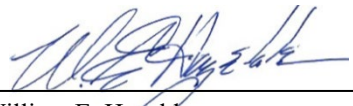
Agreed to this the _____ day of _____, 20____ and hereby amended by the
Commissioners Court Minute Order No _____ of Atascosa County, Texas.

Approved by:

Atascosa County, Texas

Local Government Solutions, L.P.

Hon. Weldon Cude
Atascosa County Judge



William E. Hazeldean
President

Date: _____, 2025

Date October 17, 2025

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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

Comm.Gillespie: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Joe Zulaica
Position:	CDL driver, road crew (lateral transfer from Pct 3 to Pct 1)
Pay Rate:	\$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	October 27, 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:

Requested Action

Comm. Bowen:	Discuss and/or take appropriate action concerning personnel:
Existing Employee:	Jorge Roberto Velazquez
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$22.63 hourly
Salary Budget Area:	022-400-402
Start Date:	October 27, 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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Frank Alaquez Jr.
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$23.20 hourly
Salary Budget Area:	022-400-402
Start Date:	October 27, 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: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Juan Mireles
Position:	Road and Bridge Worker Pct. 2
Pay Rate:	\$23.30 hourly
Salary Budget Area:	022-400-402
Start Date:	October 27, 2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 10/27/2025
Item Title: RFQ for Management of HMG
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera Discuss and/or take appropriate action concerning authorization to issue requests for proposals (RFP) for planning services, including grant administration as related to grant funding from the General Land Office (GLO) for the Local Hazard Mitigation Plan Program (LHMPP) for the Hazard Mitigation Plan Update. If approved, the advertisement for RFPs will be published in the local paper on October 29, 2025, and November 5, 2025.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 10/27/2025
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.

Theresa Carrasco has completed 12 continuing education hours at the 2025 County and District Clerks Association of Texas Fall Conference in College Station, Tx.

ATTACHMENTS

information

Conference History for Theresa Carrasco

For the period of 09/01/2025 to 09/30/2025

Conference Name	Date	Approved	Entered By	Approved By
2025 County and District Clerks' Association of Texas Fall Conference	09/17/2025	3:00	Theresa Carrasco	Cathy Jentho
	09/18/2025	6:30	Theresa Carrasco	Cathy Jentho
	09/19/2025	2:30	Theresa Carrasco	Cathy Jentho
2025 County and District Clerks' Association of Texas Fall Conference Total:		12:00		
Period Totals:		12:00		