

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
November 10, 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. Laura Benner: Discuss and/or take appropriate action to approve the proclamation recognizing November 2025 as the National Hospice and Palliative Care Month in Atascosa County.  
New Century Hospice  
Pleasanton:  
Judge Cude:
5. Judge Cude: Discuss and/or take appropriate action adopting a resolution for the Meals on Wheels County donation in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program and authorize the County Judge to sign. The resolution certifies that the county will make the 2026 budgeted donation of \$15,000.00 to Meals On Wheels-San Antonio to be used in Atascosa County during the 2026 fiscal year to provide meals to home-bound elderly or disabled persons.
6. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:  
PDO:  
Existing Employee: Sandra Woodall

Position: Legal Assistant  
Pay Rate: \$20.67 hourly  
Salary Budget Area: 012-488-402  
Start Date: November 10, 2025  
Physical: n/a  
Drug Test: n/a

7. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
- New Employee: Nayeli Perez  
Position: Corrections Officer  
Pay Rate: Tier 3: \$23.44 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation  
Salary Budget Area: 012-442-562  
Start Date: November 10, 2025, 9:00am  
Physical: complete  
Drug Test: complete
- New Employee: Diego Valdez  
Position: Corrections Officer  
Pay Rate: Tier 3: \$23.44 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation  
Salary Budget Area: 012-442-562  
Start Date: November 10, 2025 (9:00am)  
Physical: complete  
Drug Test: complete
- Existing Employee: Chien Wang  
Position: Deputy Sheriff  
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: 012-442-410  
Start Date: November 16, 2025  
Physical: n/a  
Drug Test: n/a
- Existing Employee: Fernanda Gonzales  
Position: Corrections Officer  
Pay Rate: Move to Tier 2: \$24.36 Hourly; 86 Hours Fluctuating; SB22 Eligible; Continue 1-Year Agency Probation  
Salary Budget Area: 012-442-564  
Start Date: November 23, 2025  
Physical: n/a  
Drug Test: n/a

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

New Employee: Anthony Joseph Johnson  
Position: Juvenile Supervision Officer III  
Pay Rate: \$21.11 Hourly  
Salary Budget Area: 039-400-562  
Start Date: November 17, 2025  
Physical: Pending  
Drug Test: Pending

New Employee: Daniel Anthony Valadez  
Position: Juvenile Supervision Officer III  
Pay Rate: \$21.11 Hourly  
Salary Budget Area: 039-400-562  
Start Date: November 17, 2025  
Physical: Pending  
Drug Test: Pending

9. Britni Van Curan: Discuss and/or take appropriate action concerning releasing the Rural Development: Construction/Maintenance Bond for the Dairy Road Subdivision Unit 1 in Precinct 1, effective November 13, 2025.
10. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Right-of-Way Permit for Frontier Communications on Christine Road in Precinct 3.
11. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the Rural Development: following permits:
  - A. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #1 in Precinct 3.
  - B. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #2 in Precinct 3.
  - C. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #3 in Precinct 3.
  - D. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #4 in Precinct 3.
  - E. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #5 in Precinct 3.
12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Birdwell Family on County Road 339 in Precinct 4.

13. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action to enter into the Archival Microfilm Vault Storage Agreement with Kofile Technologies, Inc.
  
14. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action to enter into the Microfilm Processing Agreement with Kofile Technologies, Inc. Request Commissioners' Court approval of the Microfilm Processing Agreement with Kofile Technologies, Inc. Film processing services for January 1, 2026, through December 31, 2028, for \$13,650.00 to be paid out of the County Clerk - Records Management Preservation Fund (066-400-607). Billing will be for the actual number of images processed. Finished rolls will be invoiced as delivered to Kofile storage. The agreement has been reviewed by the Assistant County Attorney. I request Judge Cude be authorized to sign the agreement.
  
15. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action to approve the Master Agreement for the Database Access Agreement for the Official Public Records of Atascosa County, Texas and authorize the Atascosa County Clerk to enter into agreements with persons and businesses based on these terms for the year 2026
  
16. Kayla Fournier: HR: Discuss and/or take appropriate action concerning personnel:
 

Existing Employee:	Tabatha Stewart
Position:	Chief HR/Payroll Clerk
Pay Rate:	\$27.00 hourly
Salary Budget Area:	012-453-402
Start Date:	November 10, 2025
Physical:	n/a
Drug Test:	n/a
  
17. Comm. Gillespie: Discuss and/or take appropriate action regarding the letter of resignation from ACESD2 board member Laura Martinez, dated 8/14/2025, and the board's choice of replacement, Robert Rodriguez, to be effective immediately. This item is recommended for acceptance by the ACESD2 board.
  
18. Tracy Barrera: County Auditor: Discuss and/or take appropriate action concerning personnel:
 

Existing Employee:	Stephanie Carreon
Position:	Assistant Auditor
Pay Rate:	\$21.8750 Hourly
Salary Budget Area:	012-406-402
Start Date:	November 10, 2025
Physical:	N/A
Drug Test:	N/A
  
19. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to rescind the approval of agenda item #5 that was approved at the special called meeting on 10-06-2025, attached.
  
20. Judge Cude: Discuss and/or take appropriate action to approve the Interlocal Cooperative Agreement for the cost sharing of Legislative Consulting

Services between Atascosa County and the County of Dewitt.

21. Judge Cude: Discuss and/or take appropriate action to approve the **Fourth Amendment to the Interlocal Agreement for the Cowboy Connect Fixed Route between Atascosa County and the Alamo Area Council of Governments (AACOG)** for Fiscal Year 2026 (October 1, 2025 -- September 30, 2026), which sets the County's financial contribution at **\$135,652.00**, payable in two installments of **\$67,826.00 each**, due **November 15, 2025** and **April 15, 2026**, and authorize the County Judge to sign the agreement.
22. Judge Cude:  
Curtis Vickers: Discuss and/ or take appropriate action on the County Infrastructure Project Monthly Report.
23. 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.

District Clerk Margaret Littleton completed 8:00 educational hours at the 2025 Region VIII Spring Meeting, and 14:45 hours at the 2025 Texas District Court Alliance. Ms. Littleton is carrying over 5:00 educational hours from 2024 to 2025 for a total of 27:45 hours for the 2025 FY.

24. **EXECUTIVE SESSION**

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

1. Discuss sale of property to Benton City Water
2. Discuss the RFQ for appraisal services for the River Oaks Drive Project.

25. **OPEN SESSION**

1. Take appropriate action regarding the sale of property to Benton City Water, as discussed in Executive Session.
2. Take appropriate action concerning the RFQ for appraisal services for the River Oaks Drive Project, as discussed in Executive Session.

26. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
27. Judge Cude:  
Tracy Barrera: Discuss, review and take action to accept and/or approve any invoices and payroll.
28. Judge Cude:  
Tracy Barrera: Discuss, review and take action on reports submitted.

29. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken)**. The next Commissioners Court is set for Monday, November 24, 2025.

30. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Wednesday, November 5, 2025.



Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 11/10/2025  
**Item Title:**  
**Submitted For:** Weldon Cude, County Judge

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

**Laura Benner:** Discuss and/or take appropriate action to approve the proclamation recognizing  
**New Century Hospice Pleasanton:** November 2025 as the National Hospice and Palliative Care Month in Atascosa  
**Judge Cude:** County.

**ATTACHMENTS**  
information



**WE HONOR VETERANS**  
*Hospice Professionals on a Mission to Serve*

**National Hospice and Palliative Care Month – November 2025**

New Century Hospice: Embracing Life

Atascosa County, Texas

**Proclamation**

WHEREAS, hospice and palliative care provide the highest quality of care to patients and families and bring comfort, love and respect for all those they serve in communities across the nation and here in Atascosa County, Texas;

WHEREAS, hospice and palliative care professionals- including physicians, nurses, social workers, health aides, and clergy- providing comprehensive and compassionate care that make the wishes of each patient and family a priority;

WHEREAS, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers;

WHEREAS, the provision of quality hospice and palliative care affirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care;

WHEREAS, hospice care and palliative care providers take the time to ask what's important to those they are caring for- and listen to what their patients and families say;

WHEREAS, every year more than 1.6 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States;

WHEREAS, New Century Hospice has made an ongoing commitment through the national **We Honor Veterans** program to recognize the unique needs of local Veterans and their families, and through partnering with other community providers and VA staff, have learned how to accompany them toward a more peaceful ending.

NOW, THEREFORE, be it resolved that I, Judge Weldon Cude; Atascosa County I by virtue of the authority vested in me, do hereby proclaim November 2025 as **National Hospice and Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this November, 2025 and caused this seal to be affixed.

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Judge Weldon Cude – Atascosa County Texas

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 11/10/2025  
**Item Title:**  
**Submitted For:** Weldon Cude, County Judge

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

**Judge Cude:** Discuss and/or take appropriate action adopting a resolution for the Meals on Wheels County donation in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program and authorize the County Judge to sign. The resolution certifies that the county will make the 2026 budgeted donation of \$15,000.00 to Meals On Wheels-San Antonio to be used in Atascosa County during the 2026 fiscal year to provide meals to home-bound elderly or disabled persons.

**ATTACHMENTS**

Letter





## 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

Stephanie Brown: Discuss and/or take appropriate action concerning personnel:  
PDO:

Existing Employee:	Sandra Woodall
Position:	Legal Assistant
Pay Rate:	\$20.67 hourly
Salary Budget Area:	012-488-402
Start Date:	November 10, 2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

Sheriff Guerra:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Nayeli Perez
Position:	Corrections Officer
Pay Rate:	Tier 3: \$23.44 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	November 10, 2025, 9:00am
Physical:	complete
Drug Test:	complete



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

New Employee:	Diego Valdez
Position:	Corrections Officer
Pay Rate:	Tier 3: \$23.44 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	November 10, 2025 (9:00am)
Physical:	complete
Drug Test:	complete



## PERSONNEL ACTION FORM

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

**Employment Type:** Request for salary increase based on completion of probation period

### Requested Action

Existing Employee:	Chien Wang
Position:	Deputy Sheriff
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:	012-442-410
Start Date:	November 16, 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:	Fernanda Gonzales
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$24.36 Hourly; 86 Hours Fluctuating; SB22 Eligible; Continue 1-Year Agency Probation
Salary Budget Area:	012-442-564
Start Date:	November 23, 2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

Timothy Gutierrez:

Detention Discuss and/or take appropriate action concerning personnel:

Superintendent:

New Employee

Anthony Joseph Johnson

Position:

Juvenile Supervision Officer III

Pay Rate:

\$21.11 Hourly

Salary Budget Area:

039-400-562

Start Date:

November 17, 2025

Physical:

Pending

Drug Test:

Pending



## PERSONNEL ACTION FORM

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

**Employment Type:** New employee

**Requested Action**

New Employee:	Daniel Anthony Valadez
Position:	Juvenile Supervision Officer III
Pay Rate:	\$21.11 Hourly
Salary Budget Area:	039-400-562
Start Date:	November 17, 2025
Physical:	Pending
Drug Test:	Pending

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 9.**

**Meeting Date:** 11/10/2025  
**Item Title:** Subdivision - Release of Bond Dairy Acres Subdivision Unit 1  
**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 releasing the  
**Rural** Construction/Maintenance Bond for the Dairy Road Subdivision Unit 1 in  
**Development:** Precinct 1, effective November 13, 2025.

**ATTACHMENTS**

Dairy Acres Construction Bond

**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: 800-678-8171 FAX: 515-243-3854

**SUBDIVISION BOND**

Bond No. 100234224

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT we, TREK Land, LLC, 10223 McAllister Freeway #105, San Antonio, TX 78216

as Principal, and Merchants National Bonding, Inc. (hereinafter called the Surety) are held and firmly bound unto the Atascosa County, #1 Courthouse Circle Dr. #100, Jourdanton, TX 78026

as Obligee, in the penal sum of Four Hundred Fifty-Three Thousand and No Cents

dollars ( \$453,000.00 ), lawful money of the United States to the payment of which sum well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators, and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal is platting certain lots entitled Dairy Acres Subdivision

being an official plat lying within the City of Leming, TX  
County of Atascosa, State of Texas.

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following improvements:

Site work to include all equipment, labor, and/or material to complete mobilization, channel excavation, channel embankment, roadway excavation, roadway embankment, GEO grid, 10" aggregate base, 2" HMAC Type D, 18" CMP, concrete rip-rap at culvert crossing (concrete), subdivision signage, erosion control (SWIPPP), and re-vegetation or Right of Way (Seed Mix).

ALL such improvements to be completed in accordance with an agreement between the Principal and the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th  
day of September, 20 23.

TREK Land, LLC  
By [Signature] Principal

Merchants National Bonding, Inc.  
By [Signature]  
Ross Ormond

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brenda L Sutton; Donald Newton Morriss; Jeannette D Blanke; Kimberly N Wilson-Murphy; Rol'a Scott Bruner; Ross Ormond

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

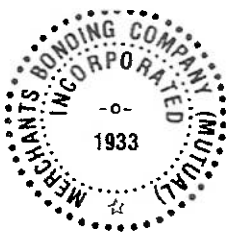
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of September, 2023.



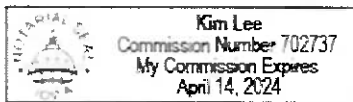
**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this 8th day of September 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

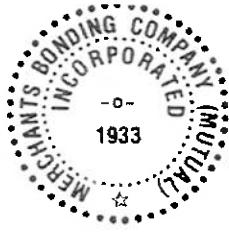


*Kim Lee*  
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of September, 2023.



*William Warner Jr.*  
 Secretary

**DAIRY ACRES SUBDIVISION  
STREET & DRAINAGE IMPROVEMENTS  
OPINION OF PROBABLE CONSTRUCTION COST**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>CONSTRUCTION:</b>					
1.	Mobilization	LS	1	\$8,000.00	\$8,000.00
2.	Channel Excavation	CY	5.353	\$5.00	\$26,765.00
3.	Channel Embankment	CY	360	\$3.00	\$1,080.00
4.	Roadway Excavation	CY	4,987	\$5.00	\$24,935.00
5.	Roadway Embankment	CY	274	\$5.00	\$1,370.00
6.	6" Lime Stabilized Subgrade, Compacted	SY	11,329	\$8.94	\$101,281.26
7.	8.5" Crushed Limestone Base	SY	11,329	\$10.00	\$113,290.00
8.	2" HMAc Type D	SY	9,011	\$14.75	\$132,912.25
9.	18" C.M.P.	LF	160	\$90.00	\$14,400.00
10.	Concrete Rip-Rap at Culvert Crossing	SY	13	\$105.00	\$1,411.67
11.	Subdivision Signage	LS	4	\$2,000.00	\$8,000.00
12.	Erosion Control (SWPPP)	LS	1	\$12,500.00	\$12,500.00
13.	Revegetation of Right-of-Way (Seed Mix)	AC	3.1	\$2,500.00	\$7,750.00
<b>TOTAL IMPROVEMENT COST:</b>					<b>\$453,695.18</b>

Note: This cost estimate reflects unit prices from similar construction in the area from past projects

**CONSTRUCTION BOND OR ALTERNATIVE FINANCIAL GUARANTEE  
REVIEW and APPROVAL FORM**

Date Submitted: 11-13-23  
Name of Proposed Subdivision: Dairy Acres, Unit 1  
Developer Name: TRE Land, LLC  
Address: 10223 McAllister Fwy #105, San Antonio, TX 78216  
Phone (Office): 210-187-5734 Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: chrisdamm@hotmail.com

*The following is attached:*

Construction Bond Amount: \$453,000.00  
 Alternative Financial Guarantee Amount: \_\_\_\_\_

DRAFT REVIEWED AND APPROVED AS TO FORM BY:

  
\_\_\_\_\_  
Atascosa County Rural Development

11/28/23  
\_\_\_\_\_  
Date

ORIGINAL RECEIVED BY:

  
\_\_\_\_\_  
Atascosa County Treasurer

11/28/2023  
\_\_\_\_\_  
Date

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 11/10/2025  
**Item Title:** ROW Permits - Frontier Communications  
**Submitted For:** Britni Van Curan, Rural Development Director

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

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Right-Rural Development: of-Way Permit for Frontier Communications on Christine Road in Precinct 3.

**ATTACHMENTS**

Christine Rd.

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

**Residential Use:** \_\_\_\_\_  
**FEE:** \_\_\_\_\_

**Commercial Use:** \_\_\_\_\_  
**PAID:** \_\_\_\_\_

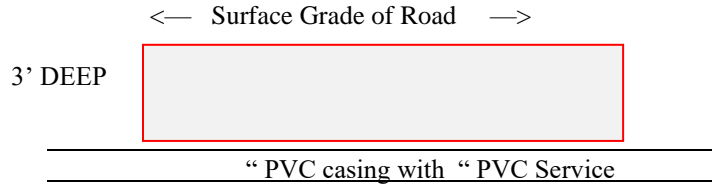
To: County of Atascosa--Commissioners Court  
1 Courthouse Circle Dr.  
Jourdanton, Texas 78026

Date: 10/28/2025

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

\*See Attached  
Approx. 1.47 mi.  
or 7800ft

(Please see attached map)  
—Diagram Location



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

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

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

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

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

**SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES**

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

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

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

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

**OR**

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

Proposed fiber optic is zero voltage.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A under # 9 \_\_\_\_\_ Is attached \_\_\_\_\_.

Will be submitted when received\_\_\_\_\_. (Check One)

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

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

**OR**

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

Proposed fiber optic is zero voltage.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Devin Gould

Signature *Devin Gould*

Title Permits - Project Manager

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 409-313-3755

Fax No

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

Roadway Christine Rd  
Beg. RM \_\_\_\_\_ Offset \_\_\_\_\_ End RMOffset \_\_\_\_\_  
County Precincts No. 3 Atascosa County, Texas  
Date: \_\_\_\_\_

**UTILITY PERMIT NO.**

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed  
(Please see attached map)

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

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

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

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

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

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

• **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT No. \_\_\_\_\_

# COUNTY OF ATASCOSA

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

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

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

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

### SUBMIT APPLICATION TO:

#### **Precinct 1 Commissioner:**

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

#### **Precinct 3 Commissioner:**

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

#### **Precinct 2 Commissioner:**

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

#### **Precinct 4 Commissioner:**

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

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

# Frontier

ATASCOSA COUNTY  
 JOURDANTON, TX  
 5354903  
 CHRISTINE RD

## CONTACT SHEET

### FRONTIER COMMUNICATIONS

**ENGINEERING:**

NAME: DARRIN ALBRECHT - (281) 229-0849  
 EMAIL: darrin.l.albrecht@ftr.com

**CONSTRUCTION:**

NAME: BRIAN GOODEN - (951) 204-4961  
 EMAIL: brian.l.gooden@ftr.com

### CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

MAIN CONTACT  
 ZANE HUEBNER (512) 759-5303  
 EMAIL: zhuebner@housleygroup.com

CONSTRUCTION MANAGER  
 BRAEDEN T. HEBERT (254) 718-4581  
 EMAIL: bthebert@housleygroup.com

### ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

ENGINEERING MANAGER  
 ROBERT GANN (501) 269-5384  
 EMAIL: rgann@housleygroup.com

## VICINITY MAP



## SHEET INDEX

SERIAL NO	TITLE	SHEET#
1	COVER SHEET	i
2	LOCATION MAP	L
3	WORK PLANS	1 TO 11
4	LEGEND SHEET	12
5	NOTES - CONTACT SHEET	13 TO 14
6	TYPICAL DETAILS	15 TO 16

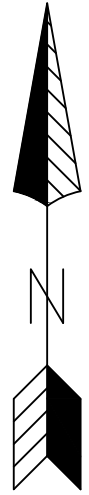


### ATASCOSA COUNTY CHRISTINE RD - 5354903

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON	
	EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
		FILE: CHRISTINE RD - 5354903.dwg
SCALE: 1:60	PHONE: 512-759-5352	PAGE: i OF 16

# LOCATION MAP

PROJECT AREA



## ATASCOSA COUNTY CHRISTINE RD - 5354903

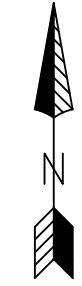
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DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
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		PAGE: 1 OF 16



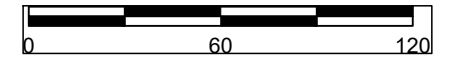


Know what's below.  
Call before you dig.

**DIRECTIONAL BORE - DEPTH  
36" / 42" UNDER DRIVEWAYS &  
PAVEMENT**



SCALE: 1"= 60'



**SPECIAL NOTES**

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

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

**UNITS / ACCT CODES**




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CHRISTINE RD - 5354903**

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PAGE: 2 OF 16		

578' BORE  
1-1.25" DUCT

460' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

411

76'

40'

29'

3'

CHRISTINE RD

SEE SHEET 1

SEE SHEET 3

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

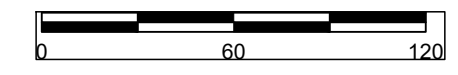


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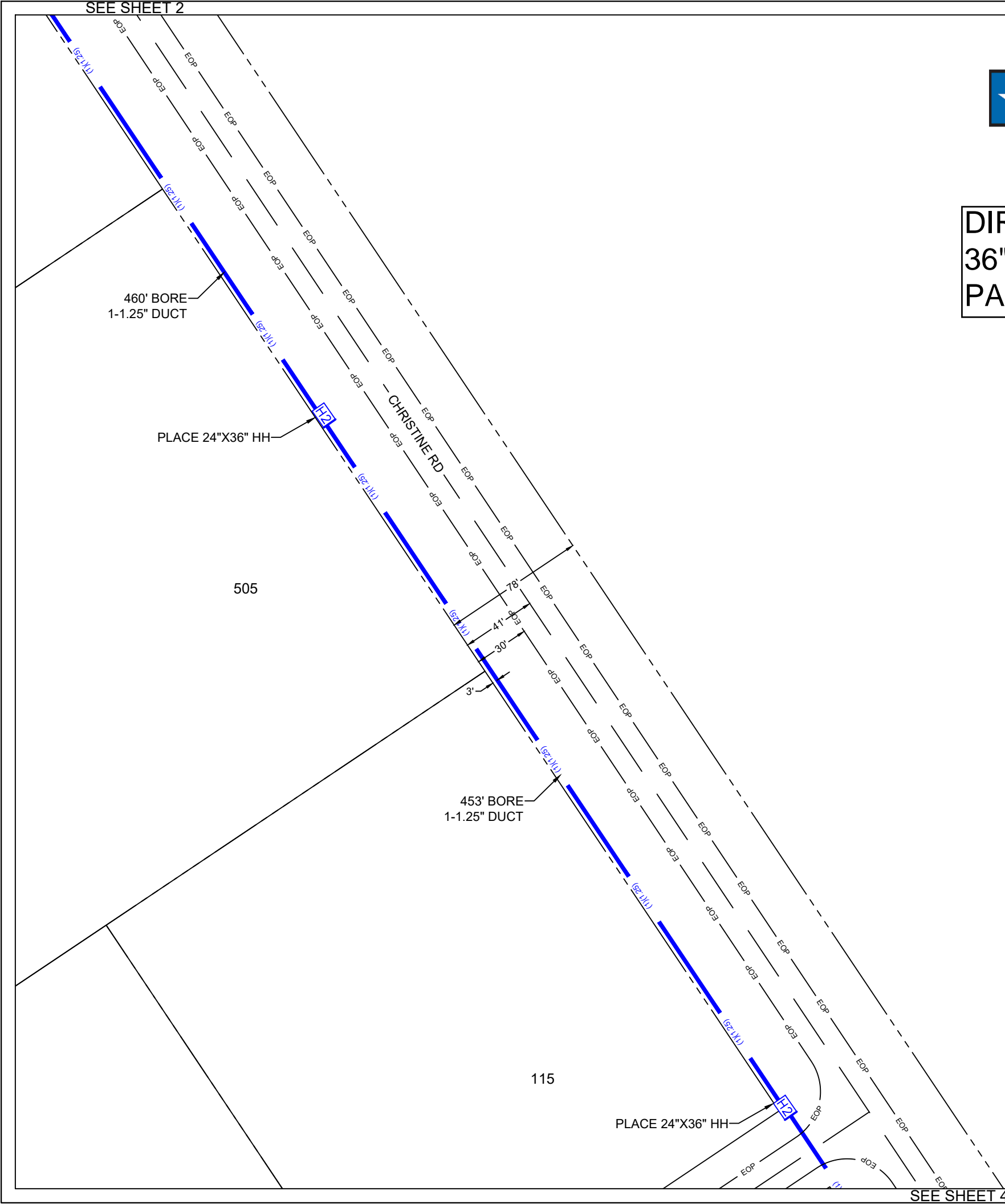
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PAGE: 3 OF 16	



- DIRECTIONAL BORE
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- FLOWER POT
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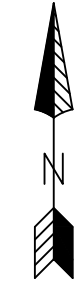
SEE SHEET 4

SEE SHEET 3

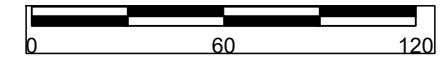


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36" / 42" UNDER DRIVEWAYS &  
PAVEMENT**



SCALE: 1"= 60'



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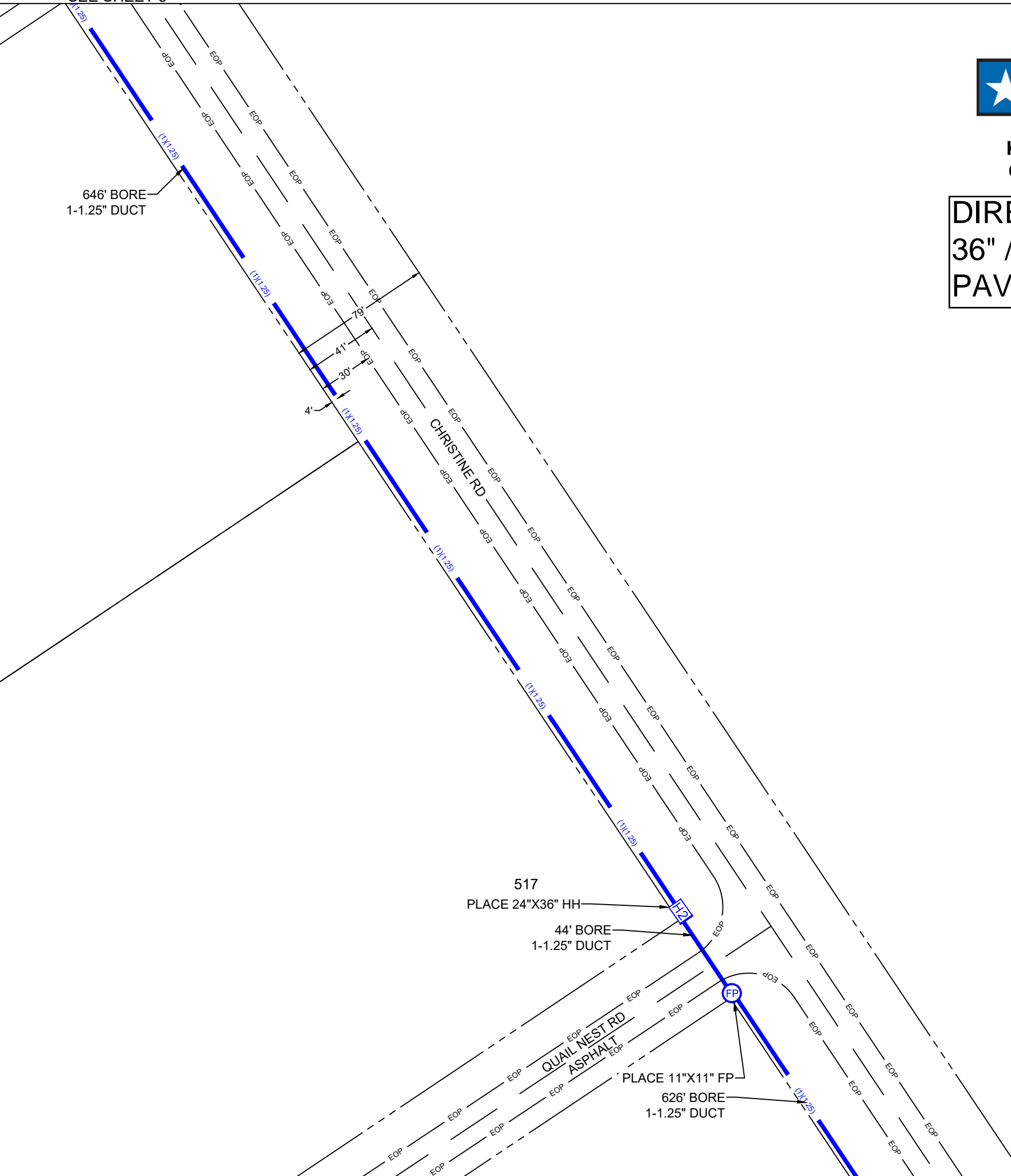
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PAGE: 4 OF 16		

646' BORE  
1-1.25" DUCT



517  
PLACE 24"X36" HH

44' BORE  
1-1.25" DUCT

PLACE 11"X11" FP  
626' BORE  
1-1.25" DUCT

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
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SEE SHEET 5

SEE SHEET 4

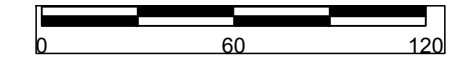


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36" / 42" UNDER DRIVEWAYS &  
PAVEMENT**



SCALE: 1"= 60'



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626' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

627' BORE  
1-1.25" DUCT

CHRISTINE RD

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
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- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 6

SEE SHEET 5

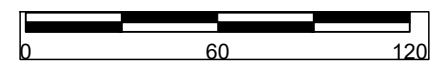


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	CNTY: ATASCOSA FILE: CHRISTINE RD - 5354903.dwg
	PAGE: 6 OF 16

627' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

626' BORE  
1-1.25" DUCT

- DIRECTIONAL BORE
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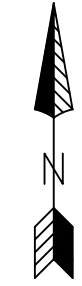
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SEE SHEET 7

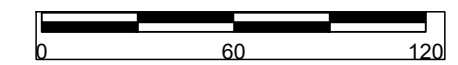


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SEE SHEET 6

556

626' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

87' BORE 1-1.25" DUCT  
(CROSSING WILL BE SHOWN ON SEPERATE PERMIT)

389' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

359' BORE  
1-1.25" DUCT

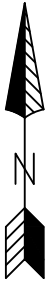
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- 30"X48" HANDHOLE

SEE SHEET 8

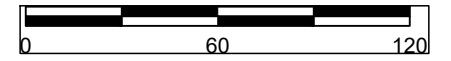


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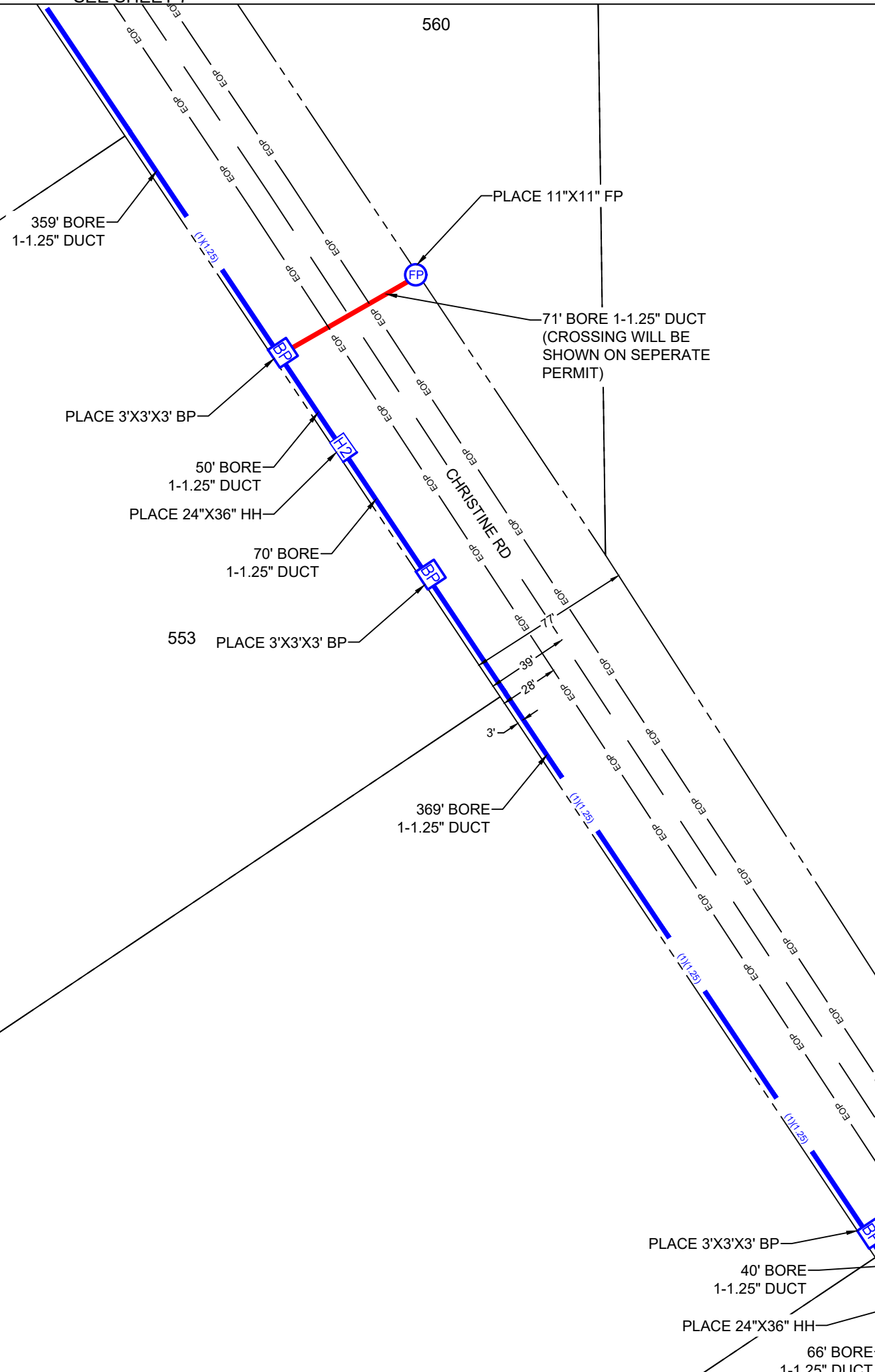
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	DIRECTIONAL BORE
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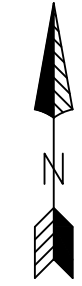
SEE SHEET 9



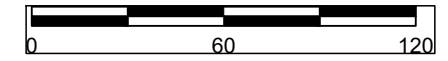


Know what's below.  
Call before you dig.

**DIRECTIONAL BORE - DEPTH  
36" / 42" UNDER DRIVEWAYS &  
PAVEMENT**



SCALE: 1"= 60'



**SPECIAL NOTES**

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

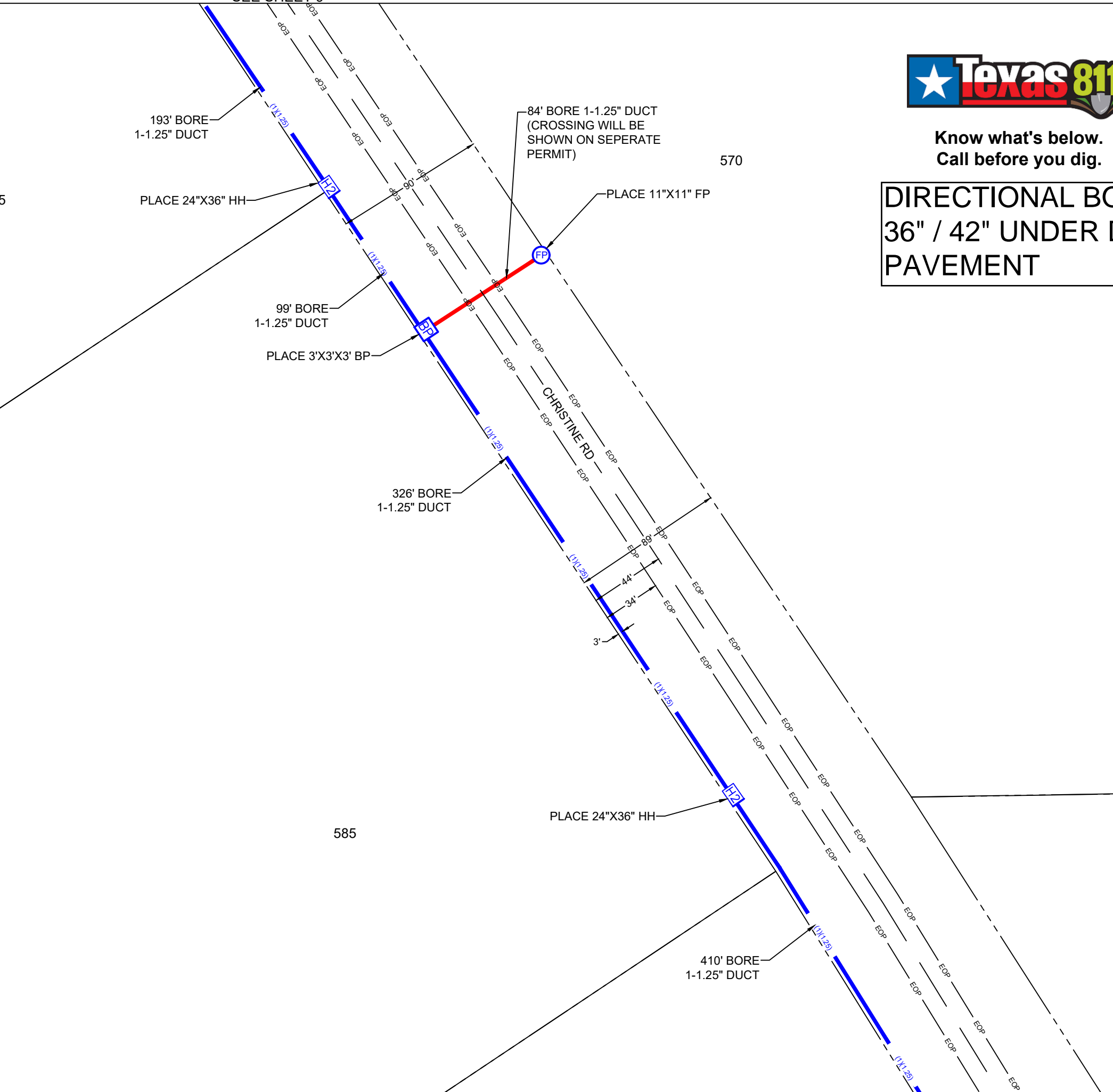
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

**UNITS / ACCT CODES**




**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
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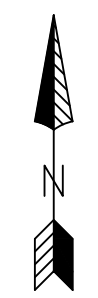
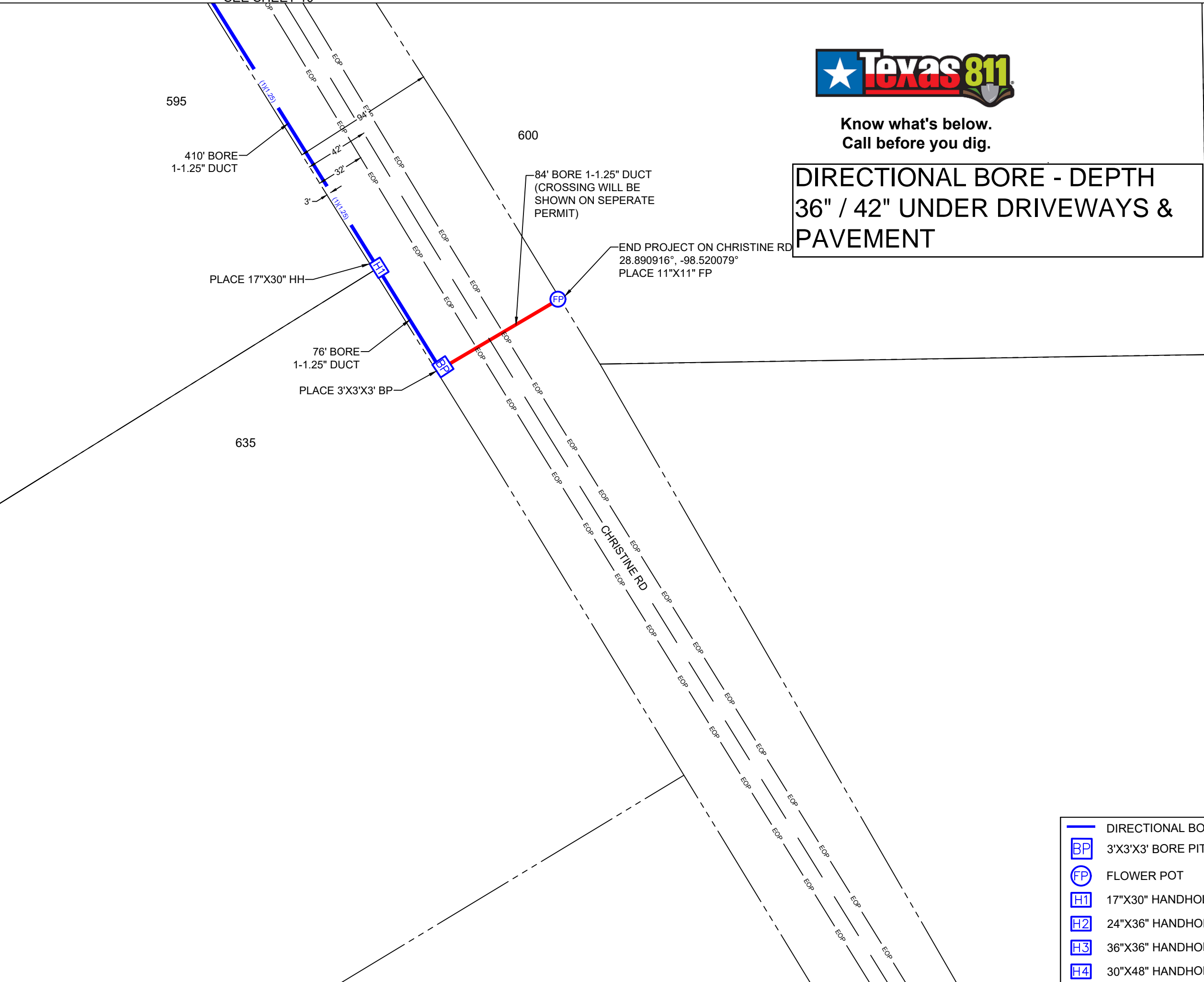


- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

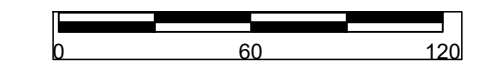


Know what's below.  
Call before you dig.

# DIRECTIONAL BORE - DEPTH 36" / 42" UNDER DRIVEWAYS & PAVEMENT



SCALE: 1"= 60'



### SPECIAL NOTES

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### UNITS / ACCT CODES



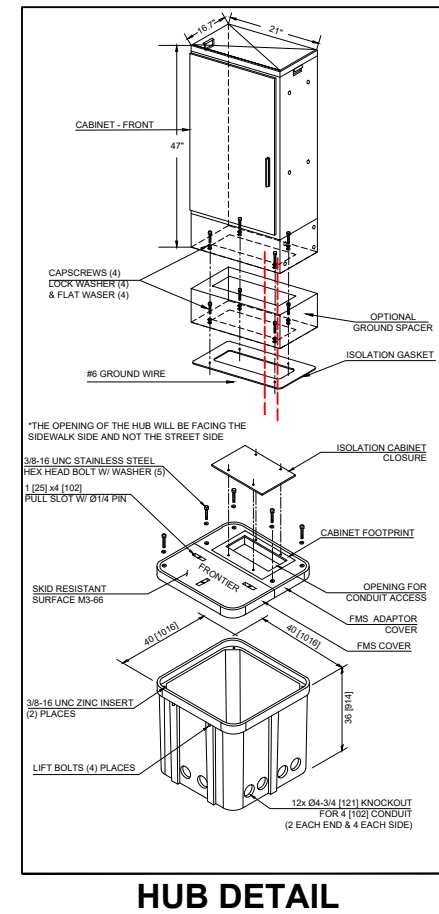

### ATASCOSA COUNTY CHRISTINE RD - 5354903

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

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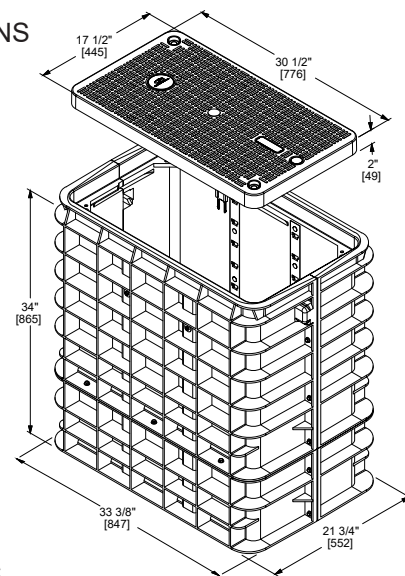
# LEGEND AND DETAILS

3'X3'X3' BORE PIT	
11"X11"FLOWER POT	
17"X30" HANDHOLE	
24"X36" HANDHOLE	
36"X36" HANDHOLE	
30"X48" HANDHOLE	
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25)  (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25)  (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50)  (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50)  (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP  EOP  EOP  EOP



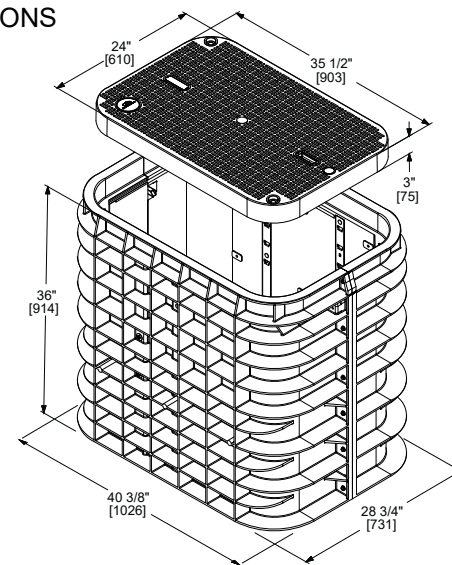
## 17X30 BODY SPECIFICATIONS

Cover Weight 26 lbs [12 kg]  
Pit Weight 63 lbs [29 kg]  
Assembled Weight 89 lbs [41 kg]



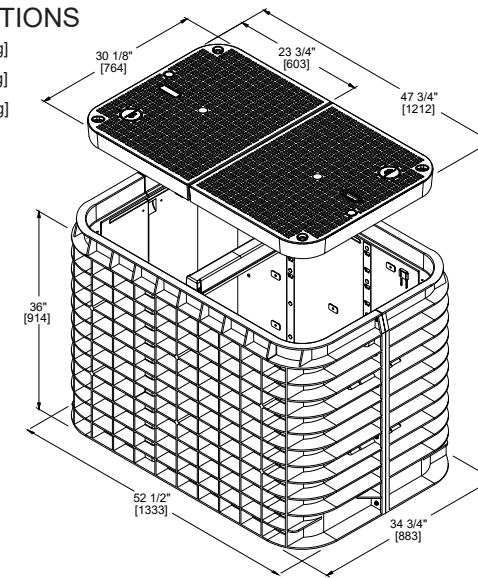
## 2X3 BODY SPECIFICATIONS

Cover Weight 50 lbs [23 kg]  
Pit Weight 82 lbs [37 kg]  
Assembled Weight 132 lbs [60 kg]

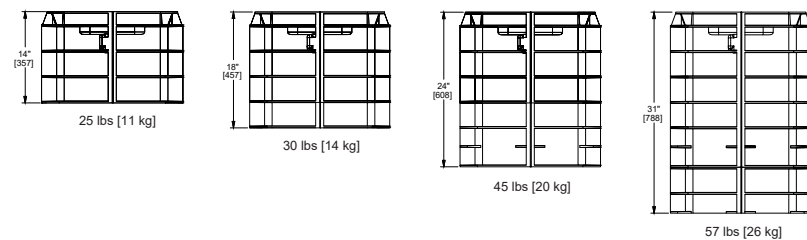


## 3X5 BODY SPECIFICATIONS

Cover Weight (Split 1/2 Cover) 50 lbs [23 kg]  
Pit Weight 129 lbs [59 kg]  
Assembled Weight 229 lbs [105 kg]



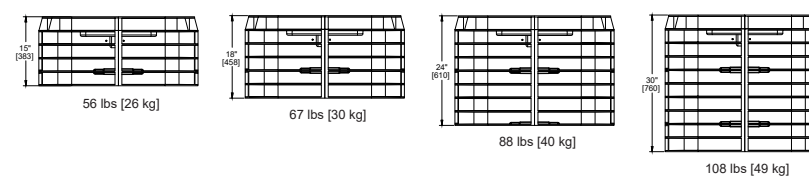
## ADDITIONAL BODY DEPTHS



## ADDITIONAL BODY DEPTHS

32 lbs [14 kg]      40 lbs [18 kg]      55 lbs [25 kg]      71 lbs [32 kg]

## ADDITIONAL BODY DEPTHS



**ATASCOSA COUNTY  
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# GENERAL NOTES

## FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

- Contact Frontier Engineer sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
- FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
- CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE FINAL INSPECTION.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN THE CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.
- All conduit risers bends to have a minimum thirty-six (36) inch radius.
- All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety (90°) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
- All conduit must be proofed using a mandrel no less than a 1/2" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with mule tape.
- Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structures placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
- Contact MTCS 909-798-4400 at the inspection office for coordination of inspection.
- Place weatherproof cap on end of all conduits terminated outside of a building.
- Place temporary conduit caps on all conduit ends exposed during constructions to prevent dirt and debris from entering conduit.
- Rigid steel, approved plastic conduit (OVC Schedule #40, TYPE-C(4") or DB-120 (2") or Frontier provided or approved Roll Sheet sub duct, is specified for underground construction. Condulets, Flex, Transite, Plumbers fittings, Water and Gas Pipes must NOT be used. RIGID STEEL MUST BE USED WHEN CONDUIT CAN BE EXPOSED TO VEHICULAR TRAFFIC.
- Conduit terminated on a pole must be PVC Schedule 80. if conduit will be exposed to traffic, rigid steel pipe and sweep is required to 48" above finished grade otherwise turned up 12" above finished grade. Location of riser on pole will be as shown on conduit plan and location can be modified by approval of Frontier engineer/inspector only.
- Minimum separation from other utilities shall be minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty inches (30") measured from final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than forty eight inches (48") of cover to the top of pipe measured at flow line of roadway.
- FRONTIER RECOMMENDATIONS: Provide a minimum 1-4" conduit home run from each suite location to the main terminal backboard in lieu of running cables over drop ceiling access. Frontier will not install cables not contained in conduit.
- Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to permanent metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THEN 3/8" THICK.
- Provide cable racking as described in attachment. Provide pulling irons as described in attachment.
- Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
- Work crew to adjust manholes to final grade as shown on the approved grading plan.
- Actual footages of conduit are needed to order materials.



### ATASCOSA COUNTY CHRISTINE RD - 5354903

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# CONTACT SHEET

## FRONTIER COMMUNICATIONS

### ENGINEERING:

NAME DARRIN ALBRECHT - (281) 229-0849  
EMAIL: darrin.l.albrecht@ftr.com

### CONSTRUCTION:

NAME BRIAN GOODEM - (951) 204-4961  
EMAIL: brian.l.gooden@ftr.com

## CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

MAIN CONTACT  
ZANE HUEBNER (512) 759-5303  
EMAIL: zhuebner@housleygroup.com

CONSTRUCTION MANAGER  
BRAEDEN T. HEBERT (254) 718-4581  
EMAIL: bthebert@housleygroup.com

## ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

ENGINEERING MANAGER ROBERT GANN  
(501) 269-5384 EMAIL:  
rgann@housleygroup.com

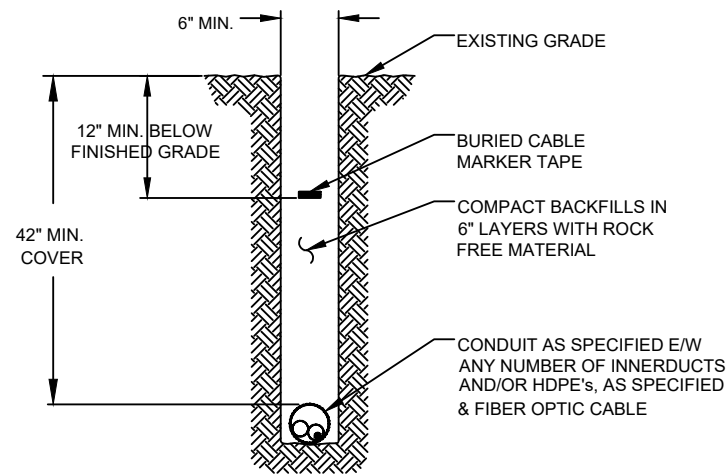


**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

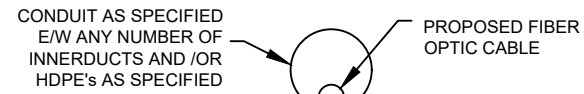
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DRAWN DATE:	8/4/2025	ENGR:	JEFF GOFF
SCALE:	1:60	CNTY:	ATASCOSA
		PHONE:	325-944-9905
		FILE:	CHRISTINE RD - 5354903.dwg
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# CONSTRUCTION DETAILS

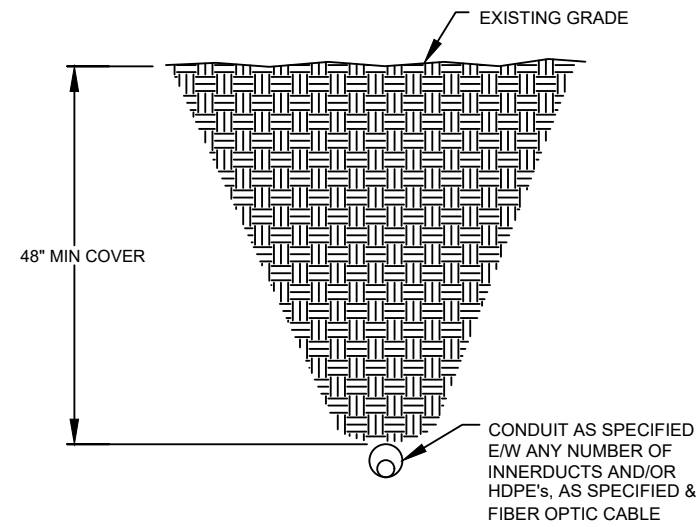
**TYPICAL DETAIL "A"**  
TRENCH & PLACE CONDUIT



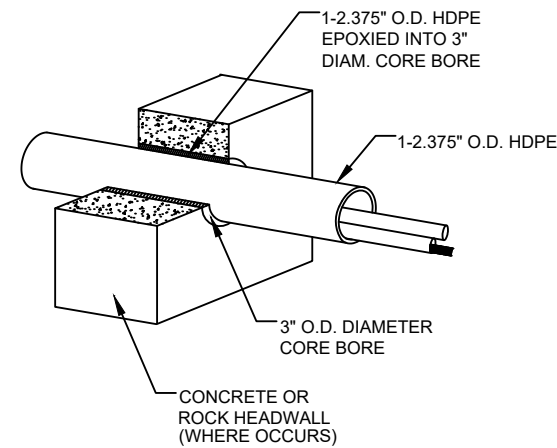
**TYPICAL DETAIL "B"**  
CROSS SECTION OF PROPOSED HDPE



**TYPICAL DETAIL "C"**  
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

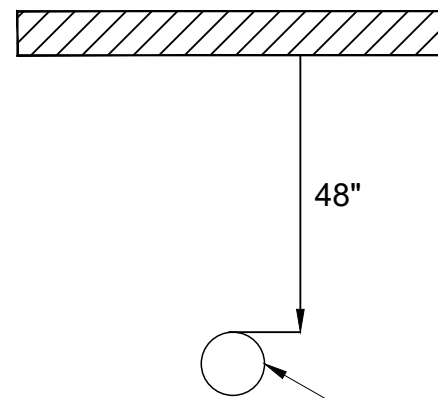


**TYPICAL DETAIL "D"**  
3" CORE BORE



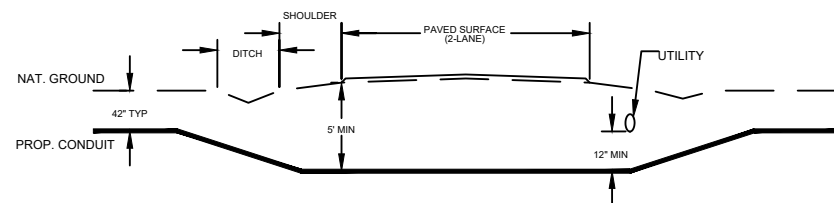
**NOTE:**  
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

**BORE DETAIL (PAVEMENT)**



DIRECTIONAL BORE TO PLACE  
(1) 1.25" CONDUIT

**TYPICAL DETAIL "A"**  
TWO LANE - ASPHALT ROAD - NO CURB



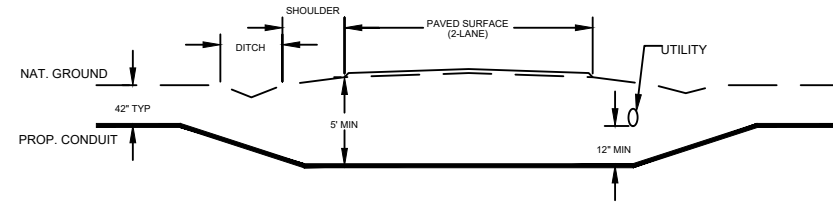
**ATASCOSA COUNTY**  
**CHRISTINE RD - 5354903**

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DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA FILE: CHRISTINE RD - 5354903.dwg
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# ROAD CROSSING DETAILS

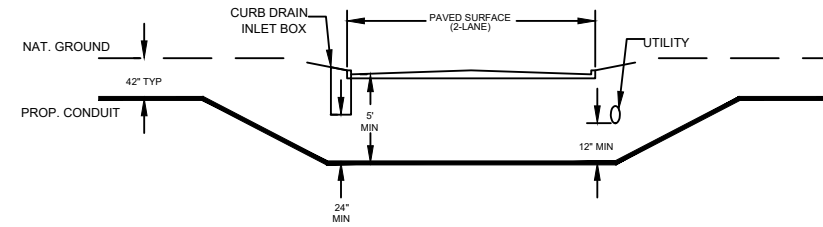
**TYPICAL DETAIL "A"**

TWO LANE - ASPHALT ROAD - NO CURB



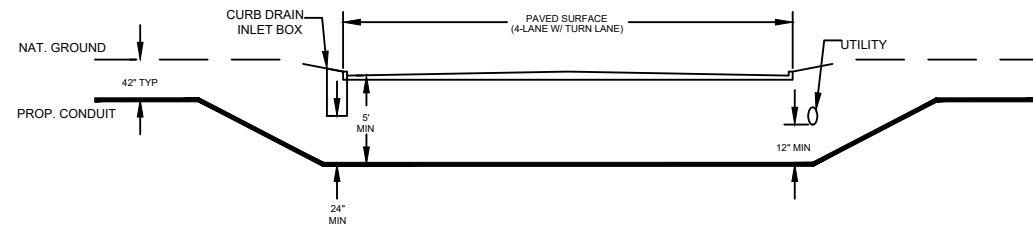
**TYPICAL DETAIL "B"**

TWO LANE - CURBED ROAD



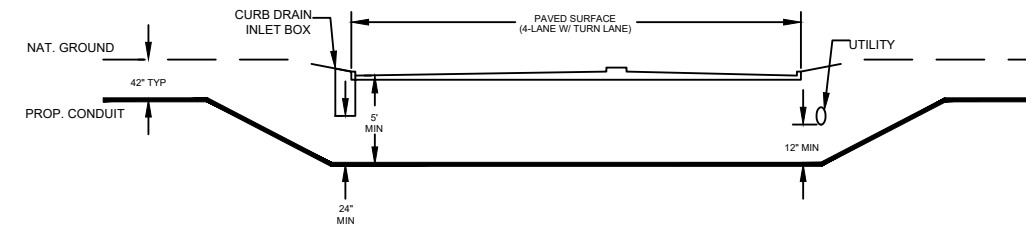
**TYPICAL DETAIL "C"**

FOUR LANE (W/ TURN LANE) - CURBED ROAD - NO MEDIAN



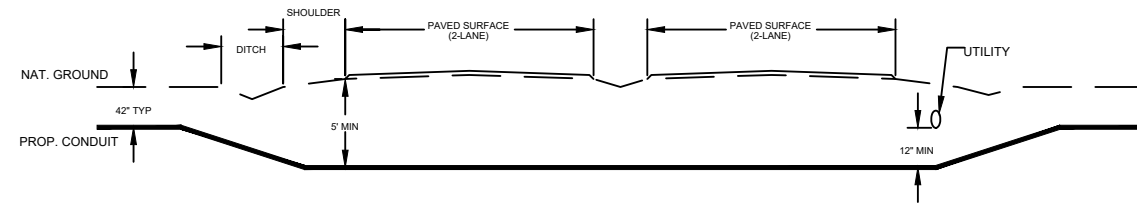
**TYPICAL DETAIL "D"**

FOUR LANE (W/ TURN LANE) - CURBED ROAD - WITH MEDIAN



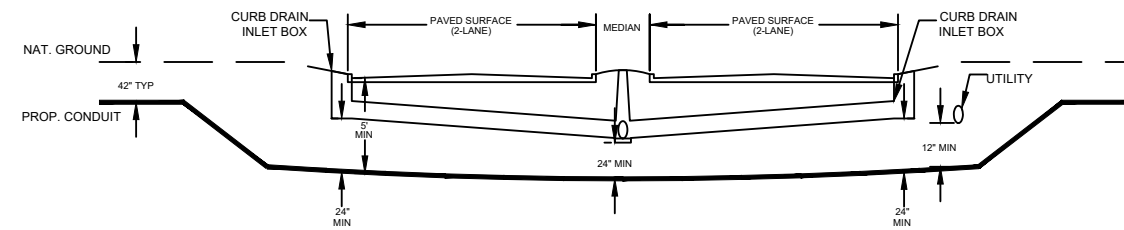
**TYPICAL DETAIL "E"**

4 LANE - SPLIT ASPHALT ROAD - NO CURB



**TYPICAL DETAIL "F"**

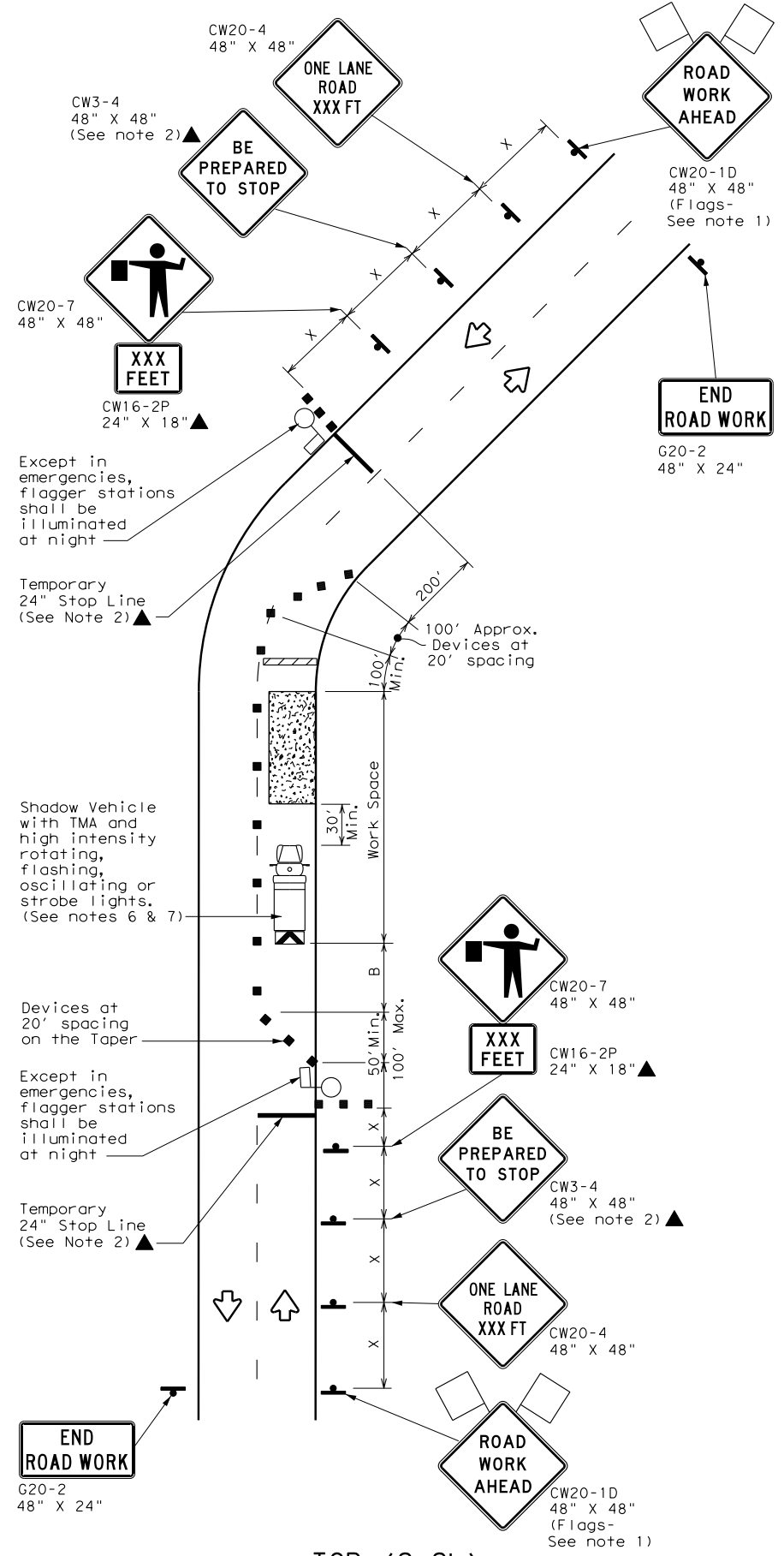
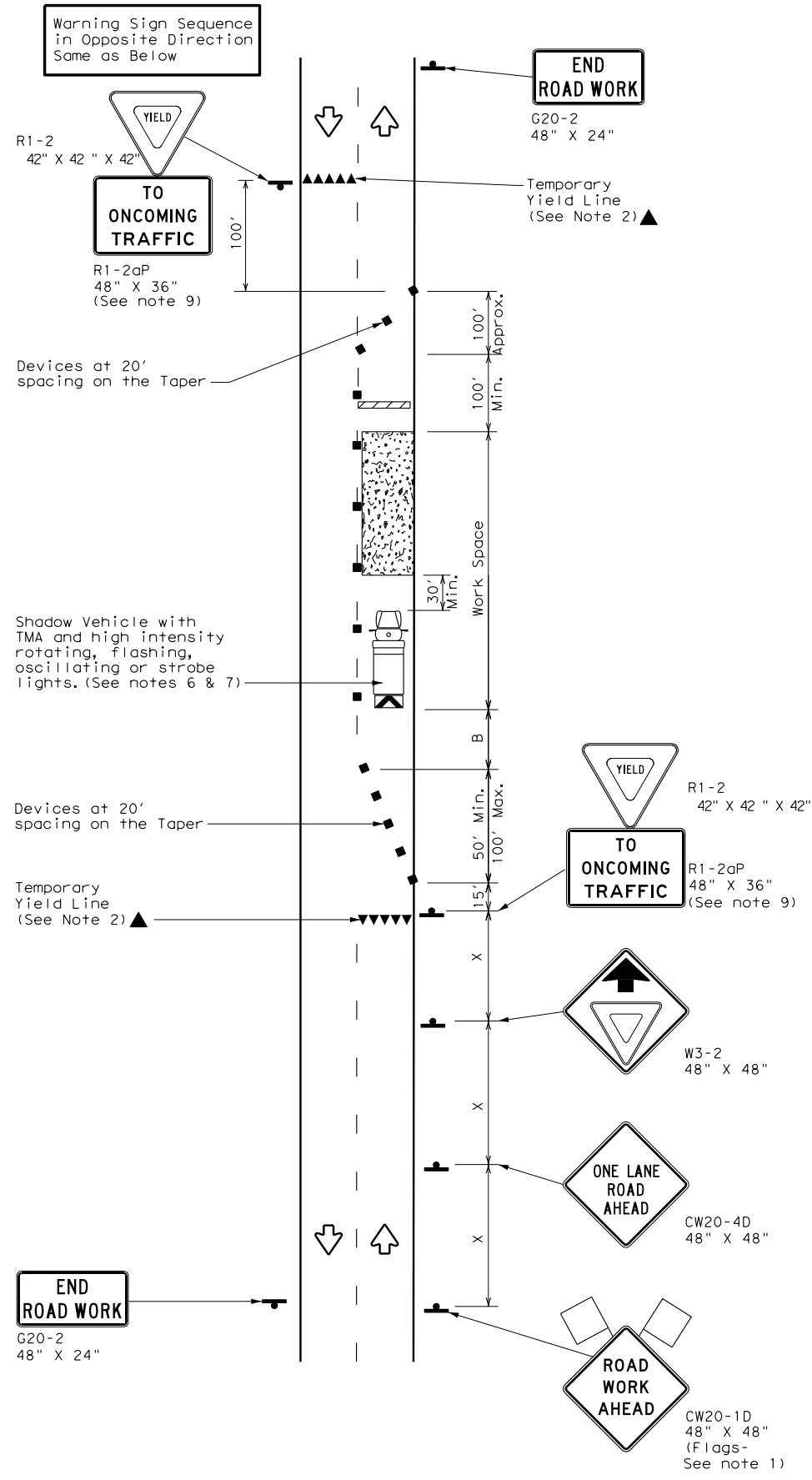
4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY  
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**LEGEND**

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS <sup>2</sup> / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

**TYPICAL USAGE**

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

**GENERAL NOTES**

- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
  - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
  - Flaggers should use two-way radios or other methods of communication to control traffic.
  - Length of work space should be based on the ability of flaggers to communicate.
  - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-2a)**
- The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
  - The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.
- TCP (2-2b)**
- Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
  - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
  - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



**TRAFFIC CONTROL PLAN  
ONE-LANE TWO-WAY  
TRAFFIC CONTROL**

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

FILE: tcp2-2-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
8-95 3-03				
1-97 2-12				
4-98 2-18				
DIST	COUNTY	SHEET NO.		

DATE:  
FILE:

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 11.**

**Meeting Date:** 11/10/2025  
**Item Title:** Road Bore - Frontier Communications  
**Submitted For:** Britni Van Curan, Rural Development Director

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

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

- A. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #1 in Precinct 3.
- B. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #2 in Precinct 3.
- C. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #3 in Precinct 3.
- D. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #4 in Precinct 3.
- E. Discuss and/or take appropriate action concerning approval/denial for a road bore permit for Frontier Communications on Christine Road Crossing #5 in Precinct 3.

#### **ATTACHMENTS**

Crossing #1  
Crossing #2  
Crossing #3  
Crossing #4  
Crossing #5

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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

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

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

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

**NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.**

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

**UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

     ORIGINAL APPLICATION         AMENDMENT         6 MONTH EXTENSION

ON THIS THE 10 day of OCTOBER, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

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

After approval the fully executed permit should be returned to:

Devin Gould  
ftthpermitting@housleygroup.com

Company \_\_\_\_\_  
By: Housley Group

CORPORATE ACKNOWLEDGMENT

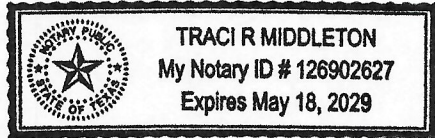
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 20 25, A.D.

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



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pct. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_



**MEMORANDUM OF PAYMENT FOR DAMAGES TO  
ATASCOSA COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

**THEREFORE:**

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

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

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

556 Christine Rd Somerset, TX 28.89558, -98.52369

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

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications  
**Printed Name of Payor (If Company or Business Entity)**

Devin Gould  
**Printed Name of Payor's Authorized Agent**

\_\_\_\_\_

*Devin Gould*  
**Signature of Payor or Payor's Authorized Agent**

10/28/25  
**Date**

**Approved and Accepted by:  
Commissioners Court**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Weldon P. Cude, County Judge**

\_\_\_\_\_  
**Mark Gillespie, Commissioner Pct 1**

\_\_\_\_\_  
**Mark Bowen, Commissioner Pct 2**

\_\_\_\_\_  
**George Pawelek, Commissioner Pct 3**

\_\_\_\_\_  
**Kennard Riley, Commissioner Pct 4**

**ATTEST**

\_\_\_\_\_  
**Theresa Carrasco, County Clerk**

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

On this the 10 day of October, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,  
address 1919 McKinney Ave Dallas, TX 75201,  
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Housley Group

Devin Gould      10/28/25  
Signature                      Date

Devin Gould

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

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

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner                      Date

ATTEST:

\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

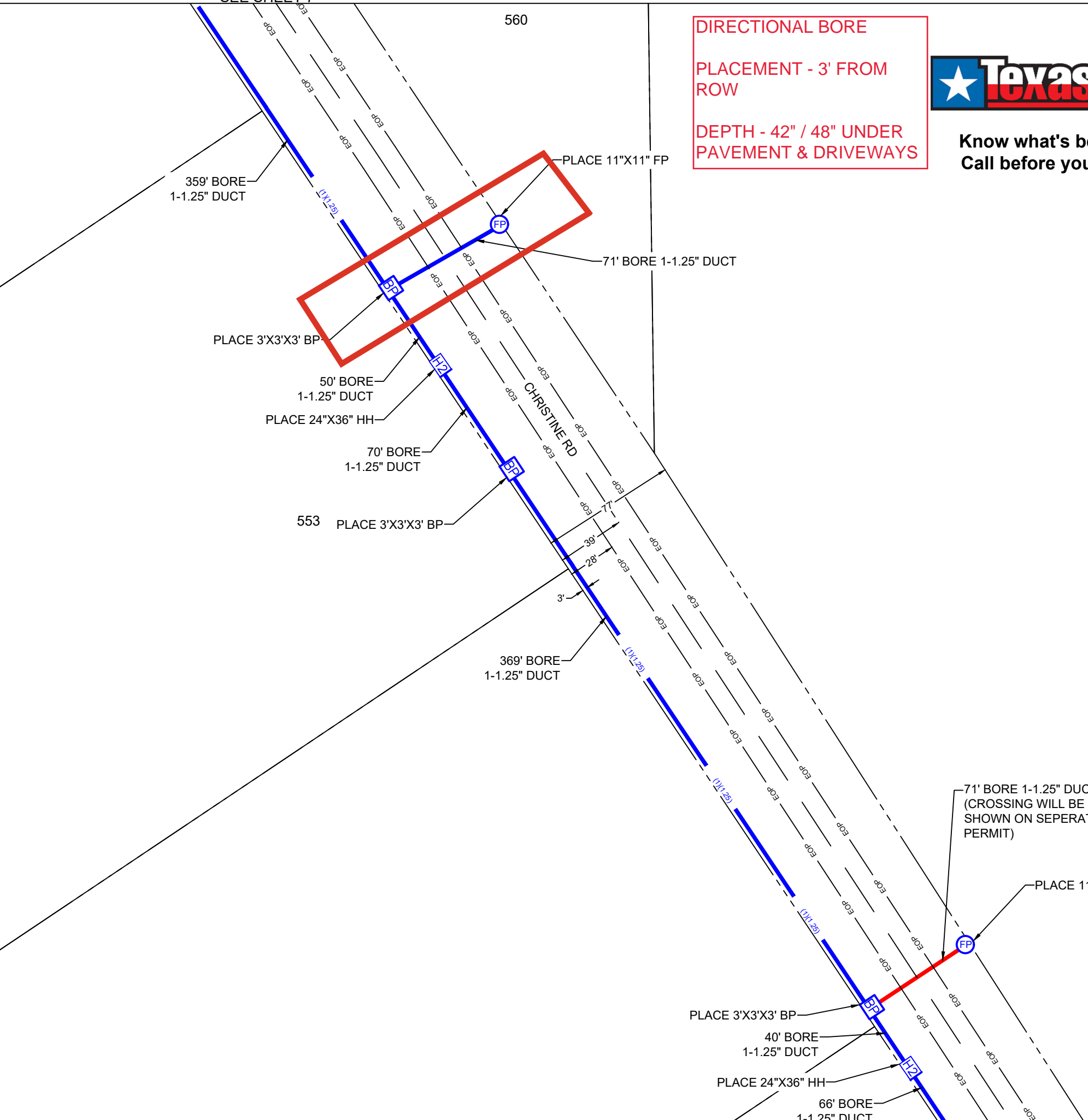
# LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: CHRISTINE RD - 5354903.dwg
		PAGE: 1 OF 16



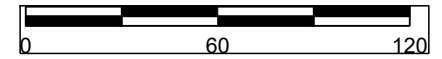
**DIRECTIONAL BORE**  
**PLACEMENT - 3' FROM ROW**  
**DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS**



**Know what's below.  
 Call before you dig.**



**SCALE: 1" = 60'**



**SPECIAL NOTES**

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

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

**UNITS / ACCT CODES**


FUTURE LOT

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE



**ATASCOSA COUNTY  
 CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	FILE: CHRISTINE RD - 5354903.dwg
PAGE: 8 OF 16	

SEE SHEET 9

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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

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

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

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

**NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.**

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

**UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

     ORIGINAL APPLICATION         AMENDMENT         6 MONTH EXTENSION

ON THIS THE 10 day of OCTOBER, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

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

After approval the fully executed permit should be returned to:

Devin Gould  
ftthpermitting@housleygroup.com

Company \_\_\_\_\_  
By: Housley Group

CORPORATE ACKNOWLEDGMENT

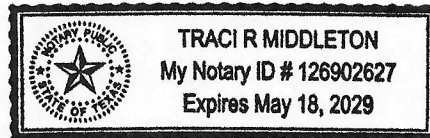
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 20 25, A.D.

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



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pct. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_



**MEMORANDUM OF PAYMENT FOR DAMAGES TO  
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

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It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

556 Christine Rd, Jourdanton, TX 78026

28.89507, -98.52332

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Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications  
**Printed Name of Payor (If Company or Business Entity)**

Devin Gould  
**Printed Name of Payor's Authorized Agent**

\_\_\_\_\_

*Devin Gould*  
**Signature of Payor or Payor's Authorized Agent**

10/29/25  
**Date**

**Approved and Accepted by:  
Commissioners Court**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Weldon P. Cude, County Judge**

\_\_\_\_\_  
**Mark Gillespie, Commissioner Pct 1**

\_\_\_\_\_  
**Mark Bowen, Commissioner Pct 2**

\_\_\_\_\_  
**George Pawelek, Commissioner Pct 3**

\_\_\_\_\_  
**Kennard Riley, Commissioner Pct 4**

**ATTEST**

\_\_\_\_\_  
**Theresa Carrasco, County Clerk**

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

On this the 10 day of October, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,  
address 1919 McKinney Ave Dallas, TX 75201,  
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Housley Group

Devin Gould      10/29/25  
Signature                      Date

Devin Gould  
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

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

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner                      Date

ATTEST:

\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

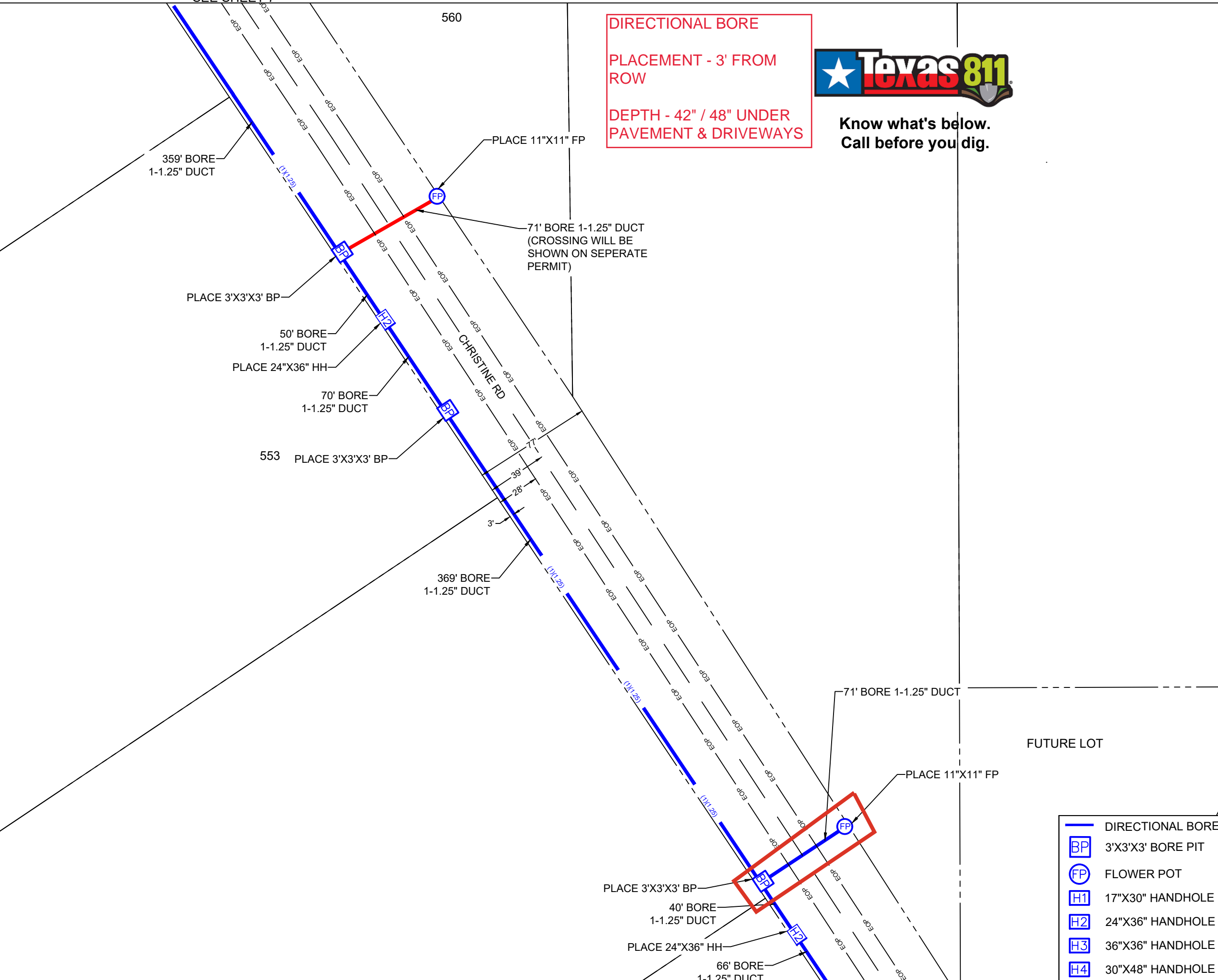
# LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 325-944-9905
EXCH. CODE: 70428	FILE: CHRISTINE RD - 5354903.dwg
PAGE: 1 OF 16	



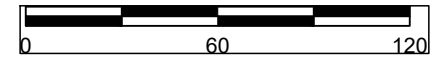
**DIRECTIONAL BORE**  
**PLACEMENT - 3' FROM ROW**  
**DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS**



**Know what's below.  
 Call before you dig.**



**SCALE: 1"= 60'**



**SPECIAL NOTES**

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

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

**UNITS / ACCT CODES**




**ATASCOSA COUNTY  
 CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	CNTY: ATASCOSA
FILE: CHRISTINE RD - 5354903.dwg	PAGE: 8 OF 16

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 9

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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

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

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

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

**NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.**

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

**UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

     ORIGINAL APPLICATION         AMENDMENT         6 MONTH EXTENSION

ON THIS THE 10 day of OCTOBER, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

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

After approval the fully executed permit should be returned to:

Devin Gould  
ftthpermitting@housleygroup.com

Company \_\_\_\_\_  
By: Housley Group

CORPORATE ACKNOWLEDGMENT

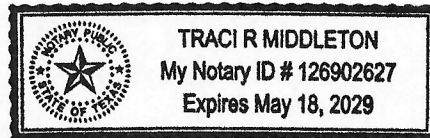
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 20 25, A.D.

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



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pct. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_



## MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

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It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

570 Christine Rd, Jourdanton, TX 78026

28.89271, -98.52154

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Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications  
**Printed Name of Payor (If Company or Business Entity)**

Devin Gould  
**Printed Name of Payor's Authorized Agent**

\_\_\_\_\_

*Devin Gould*  
**Signature of Payor or Payor's Authorized Agent**

10/29/25  
**Date**

**Approved and Accepted by:  
Commissioners Court**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Weldon P. Cude, County Judge**

\_\_\_\_\_  
**Mark Gillespie, Commissioner Pct 1**

\_\_\_\_\_  
**Mark Bowen, Commissioner Pct 2**

\_\_\_\_\_  
**George Pawelek, Commissioner Pct 3**

\_\_\_\_\_  
**Kennard Riley, Commissioner Pct 4**

**ATTEST**

\_\_\_\_\_  
**Theresa Carrasco, County Clerk**

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

On this the 10 day of October, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications, address 1919 McKinney Ave Dallas, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Housley Group

Devin Gould      10/29/25  
Signature                      Date

Devin Gould  
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

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

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner                      Date

ATTEST:

\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

# LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

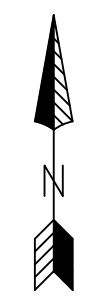
PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: CHRISTINE RD - 5354903.dwg
		PAGE: 1 OF 16

SEE SHEET 9

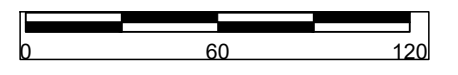
**DIRECTIONAL BORE**  
**PLACEMENT - 3' FROM ROW**  
**DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS**



**Know what's below.**  
**Call before you dig.**



SCALE: 1"= 60'



**SPECIAL NOTES**

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**UNITS / ACCT CODES**




**ATASCOSA COUNTY**  
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	PAGE: 10 OF 16

193' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

99' BORE  
1-1.25" DUCT

PLACE 3'X3'X3' BP

326' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

410' BORE  
1-1.25" DUCT

84' BORE 1-1.25" DUCT

PLACE 11"X11" FP

CHRISTINE RD

44'

34'

3'

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 11

585

5

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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APPLICATION FEE: \$500.00

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AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

     ORIGINAL APPLICATION         AMENDMENT         6 MONTH EXTENSION

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In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

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IV.

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After approval the fully executed permit should be returned to:

Devin Gould  
ftthpermitting@housleygroup.com

Company \_\_\_\_\_  
By: Housley Group

CORPORATE ACKNOWLEDGMENT

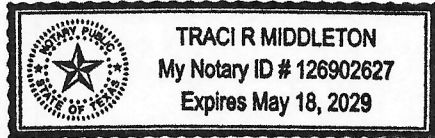
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 20 25, A.D.

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



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pct. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_



**MEMORANDUM OF PAYMENT FOR DAMAGES TO  
ATASCOSA COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

**THEREFORE:**

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

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It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

526 Christine Rd, Jourdanton, TX 78026      28.89822, -98.52569

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Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications  
**Printed Name of Payor (If Company or Business Entity)**

Devin Gould  
**Printed Name of Payor's Authorized Agent**

\_\_\_\_\_

*Devin Gould*  
**Signature of Payor or Payor's Authorized Agent**

10/29/25  
**Date**

**Approved and Accepted by:  
Commissioners Court**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Weldon P. Cude, County Judge**

\_\_\_\_\_  
**Mark Gillespie, Commissioner Pct 1**

\_\_\_\_\_  
**Mark Bowen, Commissioner Pct 2**

\_\_\_\_\_  
**George Pawelek, Commissioner Pct 3**

\_\_\_\_\_  
**Kennard Riley, Commissioner Pct 4**

**ATTEST**

\_\_\_\_\_  
**Theresa Carrasco, County Clerk**

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

On this the 10 day of October, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,  
address 1919 McKinney Ave Dallas, TX 75201,  
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Housley Group

Devin Gould      10/29/25  
Signature                      Date

Devin Gould  
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

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

\_\_\_\_\_  
Atascosa County Commissioner, Precinct No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Commissioner                      Date

ATTEST:

\_\_\_\_\_  
Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

# LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: CHRISTINE RD - 5354903.dwg
		PAGE: 1 OF 16

SEE SHEET 6

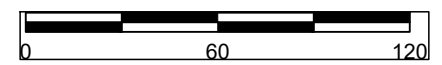
**DIRECTIONAL BORE**  
**PLACEMENT - 3' FROM ROW**  
**DEPTH - 42" / 48" UNDER PAVEMENT & DRIVEWAYS**



**Know what's below.**  
**Call before you dig.**



SCALE: 1"= 60'



**SPECIAL NOTES**

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

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

**UNITS / ACCT CODES**




**ATASCOSA COUNTY**  
**CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
CNTY: ATASCOSA	EXCH. CODE: 70428
FILE: CHRISTINE RD - 5354903.dwg	PAGE: 7 OF 16

556

626' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

87' BORE  
1-1.25" DUCT

389' BORE  
1-1.25" DUCT

PLACE 24"X36" HH

359' BORE  
1-1.25" DUCT

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 8

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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

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

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

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

**NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.**

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

**UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

## ATASCOSA COUNTY PIPELINE PERMIT

     ORIGINAL APPLICATION         AMENDMENT         6 MONTH EXTENSION

ON THIS THE 10 day of OCTOBER, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

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

After approval the fully executed permit should be returned to:

Devin Gould  
ftthpermitting@housleygroup.com  
\_\_\_\_\_  
\_\_\_\_\_

Company \_\_\_\_\_  
By: Housley Group

CORPORATE ACKNOWLEDGMENT

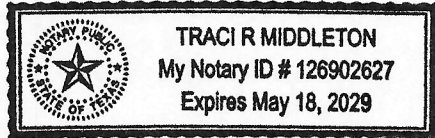
THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Devin Gould known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of October, 20 25, A.D.

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



\*\*\*\*\*FOR COUNTY USE ONLY\*\*\*\*\*  
County Road: \_\_\_\_\_ Comm. Pct. No.: \_\_\_\_\_ Dia. Line \_\_\_\_\_

Examined and approved in open Commissioners Court on this the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_ day of \_\_\_\_\_; 20 \_\_\_\_



**MEMORANDUM OF PAYMENT FOR DAMAGES TO  
ATASCOSA COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

**THEREFORE:**

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

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

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

600 Christine Rd, Jourdanton, TX 78026

28.89083, -98.52017

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

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications  
**Printed Name of Payor (If Company or Business Entity)**

Devin Gould  
**Printed Name of Payor's Authorized Agent**

\_\_\_\_\_

*Devin Gould*  
**Signature of Payor or Payor's Authorized Agent**

10/29/25  
**Date**

**Approved and Accepted by:  
Commissioners Court**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Weldon P. Cude, County Judge**

\_\_\_\_\_  
**Mark Gillespie, Commissioner Pct 1**

\_\_\_\_\_  
**Mark Bowen, Commissioner Pct 2**

\_\_\_\_\_  
**George Pawelek, Commissioner Pct 3**

\_\_\_\_\_  
**Kennard Riley, Commissioner Pct 4**

**ATTEST**

\_\_\_\_\_  
**Theresa Carrasco, County Clerk**

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

On this the 10 day of October, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Frontier Communications

herein known as Frontier Communications,  
address 1919 McKinney Ave Dallas, TX 75201,  
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Frontier Communications, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Housley Group

Devin Gould      10/29/25  
Signature                      Date

Devin Gould

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature                      Date

Atascosa County Commissioner, Precinct No. \_\_\_\_\_

Signature of Commissioner                      Date

ATTEST:

Theresa Carrasco, County  
By: \_\_\_\_\_ Deputy  
Clerk

# LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY  
CHRISTINE RD - 5354903**

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: CHRISTINE RD - 5354903.dwg
		PAGE: 1 OF 16

SEE SHEET 10

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



**Know what's below.  
 Call before you dig.**

595

410' BORE  
 1-1.25" DUCT

600

84' BORE 1-1.25" DUCT

END PROJECT ON CHRISTINE RD  
 28.890916°, -98.520079°  
 PLACE 11"X11" FP

PLACE 17"X30" HH

76' BORE  
 1-1.25" DUCT

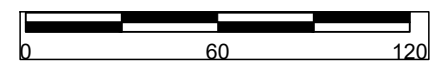
PLACE 3'X3'X3' BP

635

CHRISTINE RD



SCALE: 1"= 60'



**SPECIAL NOTES**

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

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

**UNITS / ACCT CODES**




**ATASCOSA COUNTY  
 CHRISTINE RD - 5354903**

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

PROJECT NUMBER: 5354903	C.O. AREA: JOURDANTON EXCH. CODE: 70428
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PAGE: 11 OF 16	

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 11/10/2025  
**Item Title:** Exception - Birdwell County Road 339  
**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 Birdwell Family on County Road 339 in Precinct 4.

**ATTACHMENTS**

Birdwell - Certificate  
Birdwell - Registration Packet

**CERTIFICATE OF PLAT EXCEPTION**

**THE STATE OF TEXAS  
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately one tracte out of 97.849 acres, more or less, described in a Warranty Deed, Instrument Number 243650, Official Public Records, Atascosa County, Texas, and being currently owned by Mary Birdwell is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

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

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

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

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

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

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



## Registration for Division of Land in Atascosa County

I Mary E. Birdwell, am the owner of the attached filed division of land located at 49.010 acres out of Abstract No. 156 (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: September 26, 2025

Signature: Mary Birdwell

Printed Name: Mary E. Birdwell

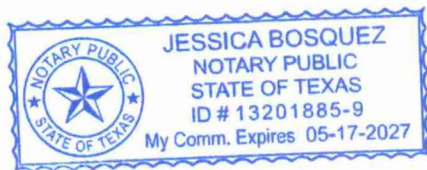
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

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

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



Jessica Bosquez

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.**

**REVOCABLE TRANSFER ON DEATH DEED**

**Date:** June 18, 2024

**Transferor:**

MORRIS B. BIRDWELL  
340 County Road 339  
Jourdanton, Texas 78026  
Atascosa County

**Designated Beneficiary:**

MARY E. BIRDWELL  
340 County Road 339  
Jourdanton, Texas 78026  
Atascosa County

**Alternate Designated Beneficiaries:**

MIRIAM C. BIRDWELL  
340 County Road 339  
Jourdanton, Texas 78026  
Atascosa County

JACK E. BIRDWELL  
623 N. Spring Avenue  
La Grange Park, Illinois 60526  
Cook County

**Property (including any improvements):**

- i. 97.849 acres of land, more or less, out of TRACT 13 of the Terrell, Bell, and Hyman Subdivision of the Avant Ranch, Atascosa County, Texas, described as follows:

Tract 1:

48.839 acres of land, more or less, out of Tract No. 13 of the Terrell, Bell, and Hyman Subdivision of the Avant Ranch, Atascosa County, Texas, being the same land described in a Warranty Deed with Vendor's Lien dated March 12, 1969,

from James B. Lancaster and wife, Margie Ann Lancaster to M. R. Birdwell, recorded in Volume 344, Page 251 of the Deed Records, Atascosa County, Texas.

Tract 2:

7 acres of land, more or less, out of Tract No. 13 of the Avant Ranch Subdivision, Atascosa County, Texas, being the same land described in a Gift Deed dated December 6, 1982, from Ruth E. Birdwell and husband, M. R. Birdwell to Morris B. Birdwell and wife, Mary E. Birdwell, recorded in Volume 613, Page 242, Deed Records, Atascosa County, Texas.

Tract 3:

42.010 acres of land, more or less, out of Tract Number Thirteen (13) of the Avant Ranch Subdivision, Atascosa County, Texas, being the same land described in a Gift Deed dated November 21, 1990, from Ruth E. Birdwell and husband, M. R. Birdwell to Morris B. Birdwell and wife, Mary E. Birdwell, recorded in Volume 831, Page 160, Deed Records, Atascosa County, Texas.

- ii. Any and all real property owned by Transferor at the time of Transferor's death situated in the State of Texas in addition to the above-described real property.

**Transfer:**

**Transferor hereby grants, conveys, and transfers the Property upon Transferor's death as follows:**

**To Designated Beneficiary if Designated Beneficiary survives Transferor.**

**Otherwise, if Designated Beneficiary does not survive Transferor and both Alternate Designated Beneficiaries survive Transferor, then the Property shall pass to Alternate Designated Beneficiaries in equal shares.**

**Otherwise, if Designated Beneficiary does not survive Transferor and both Alternate Designated Beneficiaries do not survive Transferor, then this deed shall be wholly ineffective, and the Property shall be distributed as if it was part of Transferor's residual estate or otherwise in accordance with Transferor's will.**

This Transfer on Death Deed transfers the interest in the Property without covenant of warranty of title, and the Property shall be subject to all conveyances, encumbrances, assignments, contracts, mortgages, liens, and other interests to which the Property is subject at Transferor's death.

It is expressly intended that during Transferor's lifetime, this Transfer on Death Deed shall not:

- (1) affect an interest or right of Transferor or any other owner, including:
  - (a) the right to transfer or encumber the Property;

- (b) homestead rights in the Property, if applicable; and
  - (c) ad valorem tax exemptions, including exemptions for residence homestead, persons 65 years of age or older, persons with disabilities, and veterans;
- (2) affect an interest or right of a Designated Beneficiary or Alternate Designated Beneficiary of the Property, even if the Designated Beneficiary or Alternate Designated Beneficiary has actual or constructive notice of this deed;
  - (3) affect an interest or right of a secured or unsecured creditor or future creditor of a Designated Beneficiary or Alternate Designated Beneficiary, even if the creditor has actual or constructive notice of this deed;
  - (4) affect a Designated Beneficiary's, Alternate Designated Beneficiary's, or Transferor's eligibility for any form of public assistance, subject to applicable federal law;
  - (5) constitute a transfer triggering a "due on sale" or similar clause;
  - (6) invoke statutory real estate notice or disclosure requirements;
  - (7) create a legal or equitable interest in favor of a Designated Beneficiary or Alternate Designated Beneficiary; or
  - (8) subject the Property to claims or process of a creditor of a Designated Beneficiary or Alternate Designated Beneficiary.

Transferor expressly acknowledges that this Transfer on Death Deed shall not be effective unless it is recorded before Transferor's death in the Official Public Records of the county in which the Property is located.

For purposes of this instrument, survival shall mean survival of the Transferor by 120 hours.

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

**This instrument was prepared solely based on information provided by the parties hereto. No independent title review or title search was performed.**

*[Remainder of this page intentionally left blank.]*

*Morris B. Birdwell*

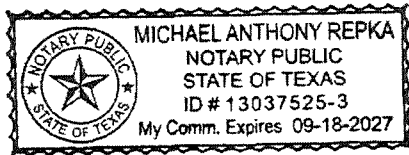
MORRIS B. BIRDWELL

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on June 18, 2024, by MORRIS B. BIRDWELL.

Seal:



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 9/18/2027

**AFTER RECORDING RETURN TO:**

Repka Law PLLC  
P.O. Box 737  
Pleasanton, TX 78064

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Theresa Carrasco*

Theresa Carrasco, County Clerk

Atascosa County Texas

June 19, 2024 09:36:48 AM

FEE: \$37.00

SOCHOA

**243650**

D



**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.**

**AFFIDAVIT OF DEATH REGARDING  
MORRIS B. BIRDWELL, DECEASED**

Before me, the undersigned authority, on this day personally appeared MARY E. BIRDWELL ("Affiant"), who after being by me first duly sworn, did upon his or her oath depose and say:

"I am over eighteen (18) years of age and am competent to make this Affidavit. I have personal knowledge of the facts stated in this Affidavit, and the facts are true and correct.

"I was well acquainted with MORRIS B. BIRDWELL ("Decedent"), who was my husband of approximately fifty-three (53) years prior to his death.

"Decedent died on May 29, 2025, in Atascosa County, Texas. Decedent was a resident of Atascosa County at the time of his death.

"Decedent executed a Revocable Transfer on Death Deed dated June 18, 2024, recorded under Clerk's File No. 243650, Official Public Records, Atascosa County, Texas.

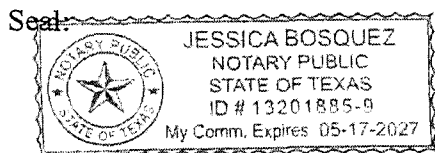
"Affiant is the Designated Beneficiary named in the Revocable Transfer on Death Deed. Decedent never revoked the Revocable Transfer on Death Deed.

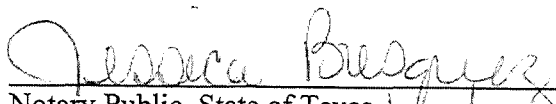
"The purpose of this Affidavit is to evidence title to the property covered by the Revocable Transfer on Death Deed into Affiant following Decedent's death."

  
\_\_\_\_\_  
MARY E. BIRDWELL, *Affiant*

STATE OF TEXAS       §  
                                  §  
COUNTY OF ATASCOSA §

SWORN TO AND SUBSCRIBED BEFORE ME on June 19, 2025, by MARY E. BIRDWELL.



  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: 5/17/2027

**AFTER RECORDING RETURN TO:**

Repka Law PLLC  
P.O. Box 737  
Pleasanton, TX 78064

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Theresa Carrasco*

Theresa Carrasco, County Clerk

Atascosa County Texas

June 23, 2025 01:28:22 PM

FEE: \$29.00

SOCHOA

**253168**

AFF

Field notes for 5.00 acres, being out of a 49.010 acre tract of land, being out of a 7 acre tract of land, lying in the Terrell, Bell, and Hyman Subdivision of the Avant-Ranch, lying in the John H. Calvary Survey No. 529, Abstract No. 156, Atascosa County, Texas, as shown on the accompanying Exhibit of Survey, prepared for Miriam Birdwell, dated August 21, 2025.

Field notes for 5.00 acres, being out of a 49.010 acre tract of land, described in an instrument, recorded in Volume 344, Page 248, Deed Records, Atascosa County, Texas, being out of a 7 acre tract of land, described in an instrument, recorded in Volume 613, Page 242, Deed Records, Atascosa County, Texas, lying in the Terrell, Bell, and Hyman Subdivision of the Avant-Ranch, lying in the John H. Calvary Survey No. 529, Abstract No. 156, Atascosa County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying, lying on the East line of said 49.010 acres and said 7 acres, lying on the West line of County Road 339, which bears South 0° 09' 39" East, 177.65 feet from a found 5/8 inch steel rod monument, being the Northeast corner of said 49.010 acres, being the Northeast corner of said 7 acres, being the Southeast corner of a 2.678 acre tract of land, called Tract C, described in an instrument, recorded in Clerk's File No. 215887, Official Public Records, Atascosa County, Texas, lying on the West line of County Road 339, being the Northeast corner of a 92.81 acre tract of land, surveyed this same day, said point of beginning being the Northeast corner of this tract of land;

Thence South 0° 09' 39" East, 411.14 feet, with the East line of said 49.010 acres and said 7 acres, to a point marked by a set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying, lying on the East line of said 49.010 acres, lying on the West line of County Road 339, being a salient corner of said 92.81 acres, surveyed this same day, said point being the Southeast corner of this tract of land;

Thence with the common line of this 5.00 acres and said 92.81 acres, the following three (3) calls:

South 89° 49' 22" West, 529.85 feet, across said 49.010 acres, to a point marked by a set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying, being a reentrant corner of said 92.81 acres, surveyed this same day, said point being the Southwest corner of this tract of land;

Thence North 0° 14' 40" West, 411.14 feet, across said 7 acres, to a point marked by a set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying, lying within said 7 acres, being a reentrant corner of said 92.81 acres, surveyed this same day, said point being the Northwest corner of this tract of land;

Thence North 89° 49' 22" East, 530.45 feet, to the point of beginning;

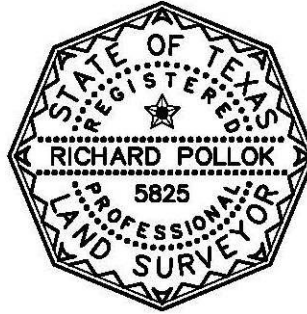
The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for 5.00 acres, as shown on the accompanying Exhibit of Survey prepared for Miriam Birdwell, dated August 21, 2025, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.



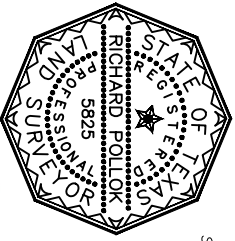
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Richard Pollok R.P.L.S. 5825  
Rakowitz Engineering and Surveying  
515 W. Oaklawn Ste. A  
Pleasanton, Texas 78064  
830-281-4060  
Firm No. 10181200



# EXHIBIT OF SURVEY

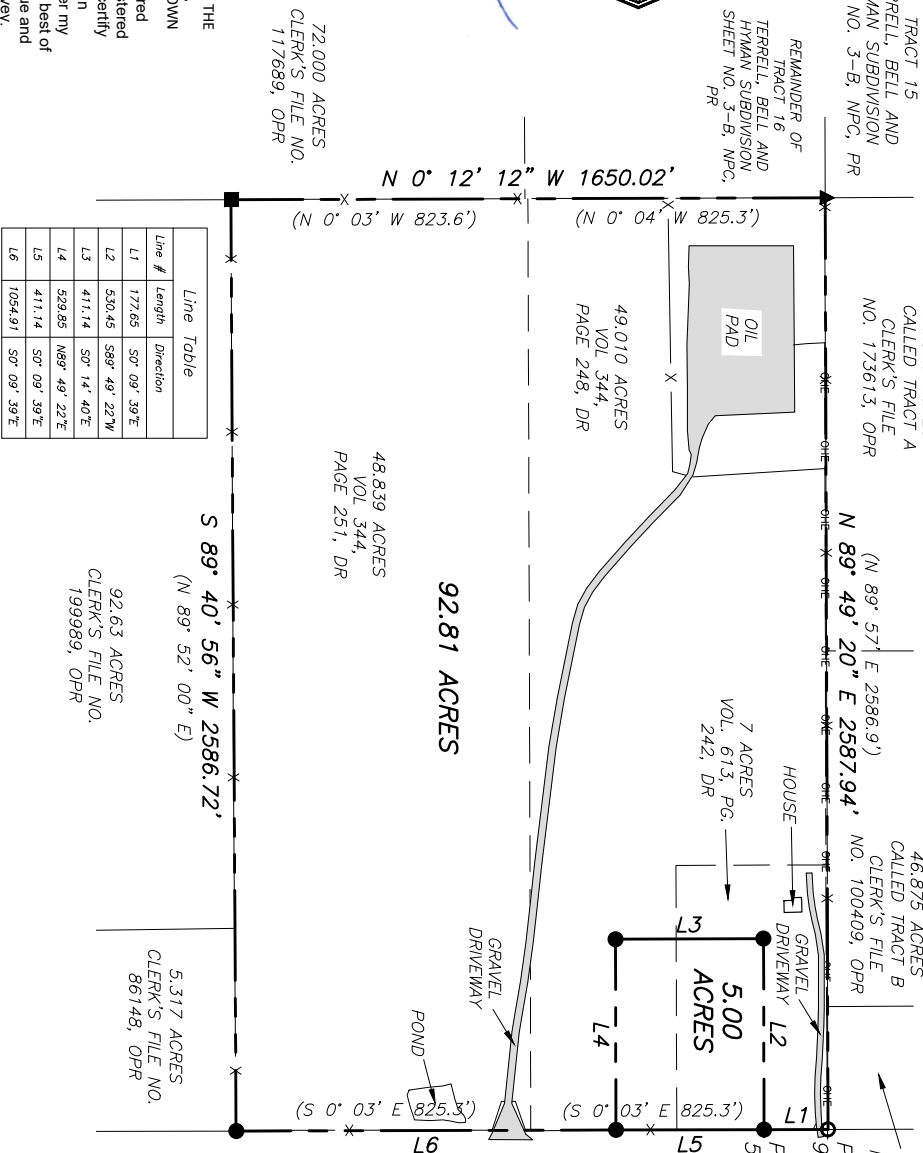
92.81 ACRES, BEING OUT OF A 49.010 ACRE TRACT OF LAND, BEING OUT OF A 7.00 ACRE TRACT OF LAND, BEING ALL OF A 48.839 ACRE TRACT OF LAND, ALSO 5.00 ACRES, BEING OUT OF A 49.010 ACRE TRACT OF LAND, BEING OUT OF A 7.00 ACRE TRACT OF LAND, LYING IN THE TERRELL, BELL AND HYMAN SUBDIVISION OF THE AVANT-RANCH, LYING IN THE JOHN H. CALVARY SURVEY NO. 529, ABSTRACT NO. 156, ATASCOSA COUNTY, TEXAS



*Richard Pollok*

Prepared for:  
Mary Birdwell  
Prepared for:  
Miriam Birdwell  
REFERENCES:  
72,000 ACRES  
CLERK'S FILE NO.  
117689, OPR  
DEED: Vol. 344, Pg. 251, DR  
Vol. 344, Pg. 248, DR  
Vol. 613, Pg. 242, DR

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. VISIBLE ENCROACHMENTS ARE SHOWN  
I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that this plat was prepared from an actual survey done by me or under my direct supervision, and that to the best of my knowledge and belief it is a true and correct representation of said survey.



Line #	Length	Direction
L1	177.65	S0° 09' 39"E
L2	530.45	S89° 49' 22"W
L3	411.14	S0° 14' 40"E
L4	529.85	N89° 49' 22"E
L5	411.14	S0° 09' 39"E
L6	1054.91	S0° 09' 39"E

NOTE:  
SOME IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN

COUNTY ROAD 339

- LEGEND
- Set 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying
  - Found 5/8 inch steel rod monument
  - ▲ Found 1/2 inch steel rod monument
  - Fence corner post
  - Boundary line
  - Adjoiner
  - Wire fence
  - Overhead electric



**RAKOWITZ**  
Engineering & Surveying  
Texas Registered Engineering Firm No. 9955  
Texas Registered Surveying Firm 1081812-00  
830-281-4060

Date of survey: August 21, 2025  
Job No. 25-3699

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 13.**

**Meeting Date:** 11/10/2025  
**Item Title:** Kofile Agreement/Contract  
**Submitted For:** Theresa Carrasco, County Clerk

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

**Theresa Carrasco:** Discuss and/or take appropriate action to enter into the Archival Microfilm Vault  
**County Clerk:** Storage Agreement with Kofile Technologies, Inc.

#### **Recommendation/Action Requested and Justification**

Request Commissioners' Court approval of the Archival Microfilm Vault Storage Agreement with Kofile Technologies, Inc. The price for film Storage for 2026 is, \$6,256.25 to be paid out of Records Management Preservation Fund-County Clerk (066-400-607). Please note that the price will go up every year due to the increase in film being stored. The agreement has been reviewed by the County Attorney. I request Judge Cude be authorized to sign the agreement.

#### **ATTACHMENTS**

Kofile Proposal



6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 6/27/2025  
EXPIRATION DATE: 9/25/2025

QUOTE: Q-01451  
PO #:  
SALES ORDER #: 20920675  
OPPORTUNITY #: P322834

### Kofile Proposal

#### Customer Information

Customer: Atascosa County Clerk | TX

Billing Terms: Kofile will invoice fees periodically for work delivered. Kofile will bill upon the earlier of thirty (30) days after completion of work or delivery. Kofile's proposal pricing is a good-faith estimate based upon information provided to or understood by Kofile. Final pricing may vary based upon the actual quantity or condition of records.

Billing Address: 1 Courthouse Circle Drive Jourdanton, TX 78026

Shipping Address: 1 Courthouse Circle Drive Jourdanton, TX 78026

Primary Contact	
<u>Name</u>	Theresa Carrasco
<u>Title</u>	County Clerk
<u>Telephone</u>	8307672511
<u>Email</u>	theresa.carrasco@atascosacounty.texas.gov

Kofile Sales Rep	
<u>Name</u>	John Rickerby
<u>Address</u>	6300 Cedar Springs Road, Dallas , TX, 75235
<u>Telephone</u>	
<u>Email</u>	john.rickerby@kofile.com

Dear Honorable Theresa Carrasco,

This proposal addresses Atascosa County Clerk | TX's critical records and is presented by Kofile Technologies, Inc. {Kofile}. Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

### SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Record Series	Service	Scope of Work
Microfilm Vault Storage	Custom Film Service	<ul style="list-style-type: none"><li>• Library vault storage of archival microfilm at Kofile.</li><li>• Unit pricing is for storage only. (Please note that any retrievals or refiles and/or delivery of microfilm rolls incurs an additional charge.)</li><li>• Term of this Agreement is from 1/1/2026 to 12/31/2026.</li></ul>

### PROJECT PRICING

Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Record Series	Volume(s)	Total # of Inventory	UOM	Total Estimated Quantity	Service	Estimated Total
Microfilm Vault Storage	All years	1	Per Image	1,625	Custom Film Service	\$6,256.25
<b>TOTAL:</b>						<b>\$6,256.25</b>

Net Total: \$6,256.25

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 11/10/2025

**Item Title:**

**Submitted For:**

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

**Theresa Carrasco:** Discuss and/or take appropriate action to enter into the Microfilm Processing Agreement with Kofile Technologies, Inc. Request Commissioners' Court approval of the Microfilm Processing Agreement with Kofile Technologies, Inc. Film processing services for January 1, 2026, through December 31, 2028, for \$13,650.00 to be paid out of the County Clerk - Records Management Preservation Fund (066-400-607). Billing will be for the actual number of images processed. Finished rolls will be invoiced as delivered to Kofile storage. The agreement has been reviewed by the Assistant County Attorney. I request Judge Cude be authorized to sign the agreement.

**ATTACHMENTS**

Kofile Proposal



6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 6/27/2025  
EXPIRATION DATE: 9/25/2025

QUOTE: Q-01450  
PO #:  
SALES ORDER #: 20920674  
OPPORTUNITY #: P322833

Kofile Proposal

Customer Information

Customer: Atascosa County Clerk | TX

Billing Terms: 3-years from 1/1/2026 to 12/31/28. Invoiced as film rolls are completed.

Billing Address: 1 Courthouse Circle Drive Jourdanton, TX 78026

Shipping Address: 1 Courthouse Circle Drive Jourdanton, TX 78026

<u>Primary Contact</u>	
<u>Name</u>	Theresa Carrasco
<u>Title</u>	County Clerk
<u>Telephone</u>	8307672511
<u>Email</u>	theresa.carrasco@atascosacounty.texas.gov

<u>Kofile Sales Rep</u>	
<u>Name</u>	John Rickerby
<u>Address</u>	6300 Cedar Springs Road, Dallas , TX, 75235
<u>Telephone</u>	
<u>Email</u>	john.rickerby@kofile.com

Dear Honorable Theresa Carrasco,

This proposal addresses Atascosa County Clerk | TX's critical records and is presented by Kofile Technologies, Inc. (Kofile). Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

**SCOPE OF SERVICES**

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item. 3-year term from 1/126 to 12/31/28

Record Series	Service	Scope of Work
Vitals	Digital Image to Film	<ul style="list-style-type: none"> <li>Archival silver microfilm is produced in 16mm, 100" rolls from newly processed digital images.</li> <li>Assumptions for microfilm: no cartridges, no vinegar syndrome present, no redox present, no photostats, no splitting of images, and no stapling (combining) of images.</li> </ul>

**PROJECT PRICING**

Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Record Series	Volume(s)	Total # of Inventory	UOM	Total Estimated Quantity	Service	Estimated Total
Vitals	2026 - 2028	1	Per Image	195,000	Digital Image to Film	\$13,650.00
<b>TOTAL:</b>						<b>\$13,650.00</b>

Net Total: \$13,650.00

Terms and Conditions: This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>

Billing Terms: Kofile will invoice fees as finished film rolls are completed and place in the County Clerk's vault storage at Kofile.

<p>Customer Acceptance</p> <hr/> <p>Signature of Authorized Official</p> <hr/> <p>Print Name of Authorized Official</p> <hr/> <p>Title of Authorized Official</p> <hr/> <p>Date</p>	<p>Kofile Acceptance</p> <hr/> <p>Signature of Authorized Official</p> <hr/> <p>Print Name of Authorized Official</p> <hr/> <p>Title of Authorized Official</p> <hr/> <p>Date</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 15.**

**Meeting Date:** 11/10/2025  
**Item Title:** Database Access Agreement  
**Submitted For:** Theresa Carrasco, County Clerk

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

**Theresa Carrasco:** Discuss and/or take appropriate action to approve the Master Agreement for the County Clerk: Database Access Agreement for the Official Public Records of Atascosa County, Texas and authorize the Atascosa County Clerk to enter into agreements with persons and businesses based on these terms for the year 2026

**ATTACHMENTS**

Database Agreement FPT site

**DATABASE ACCESS AGREEMENT FOR THE  
OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS**

This Database Access Agreement (the "Agreement") is made and entered into by and between the **County of Atascosa, Texas** (the "County"), political subdivision of the State of Texas, acting by and through its duly elected officials and located at 1 Courthouse Circle Drive, Jourdanton, Texas 78026, and \_\_\_\_\_ (the "Customer"), located at \_\_\_\_\_ . The County and the Customer are sometimes collectively referred to in this Agreement as the "**Parties**" or individually as a "**Party**."

**RECITALS**

WHEREAS, in accordance with Chapter 191 of the Texas Local Government Code, the Atascosa County Commissioners Court has provided for the establishment and operation of a computerized electronic information system for direct access to County records; and

WHEREAS, under Chapter 191 of the Texas Local Government Code, the Atascosa County Commissioners Court may provide direct access to this computerized electronic information system on a contractual basis, provide procedures for the establishment, maintenance, and operation of the information system, establish eligibility criteria for users, delineate the public information to be available through the system, set a reasonable fee, charged under a contract, for use of the system, and consolidate billing and collection of fees and payments under one county department or office, provided that the custodian of the records agrees in writing to allow public access to the records; and

WHEREAS, the Atascosa County Clerk is the custodian of records for the Office of the County Clerk and has agreed in writing to allow public access to these records, as evidenced by her signature below; and

WHEREAS, the Customer desires to obtain access to certain County databases of the Atascosa County Clerk's Office.

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

**ARTICLE 1: ACCESS TO DATABASES**

1.1 Upon the proper execution of this Agreement by the Parties and subject to the terms and conditions stated below, the Customer shall be entitled to access the County Clerk's databases specified in this Agreement.

1.2 The Customer shall have access to the documents known as the Official Public Records of Atascosa County, expressly excluding certain records as required by law, such as vital statistics records, via a County-provided password for the purpose of viewing and making copies of the records in accordance with the restrictions stated below.

## **ARTICLE 2: RESTRICTIONS OF USE OF DATABASES**

- 2.1 The Customer expressly agrees to comply with all copyright and other proprietary notices of any file, data, database, and/or other material provided by the County under this Agreement, regardless of the form.
- 2.2 Whether viewing or reproducing any file, data, database, and/or other material provided by the County under this Agreement, the Customer assumes sole responsibility for compliance with all copyright and proprietary notices for any user of the password supplied to the Customer pursuant to this Agreement.
- 2.3 In accordance with the law, certified copies of the Official Public Records of Atascosa County may only be obtained directly from the Atascosa County Clerk. Therefore, any information obtained from the databases will be in their "UNOFFICIAL" form only. The Customer shall use the databases and any information obtained from the databases solely for its internal business purposes. For clarity, the preceding sentence does not restrict the Customer from using and distributing data extracted from the database in its business services, provided that the Customer complies with all required copyright and/or proprietary notices and ensures that all data is properly noticed as an "UNOFFICIAL COPY."
- 2.4 The Customer shall not share its County-provided password, access databases for the benefit of third parties, or provide database information other than data to third parties extracted in the performance of its legitimate business services.
- 2.5 The violation of any of the restrictions of this Article is material, shall be considered a breach of contract, and may result in the immediate termination of this Agreement.

## **ARTICLE 3: AGREEMENT PRICE AND PAYMENT TERMS**

- 3.1 For database access beginning in the month of January 2026, the Customer shall pay a fixed fee of \$792.00, which shall be due and payable to the County in one lump sum immediately upon executing this Agreement.
- 3.2 If access prior to January 1, 2026, to the databases is desired by the Customer and agreed by the County, the Customer may pay \$66.00 per month (the "Pro-Rated Amount"), provided that the Customer shall pay the full Pro-Rated Amount for any remaining month in one lump sum immediately upon executing this Agreement.
- 3.3 The Pro-Rated Amount shall apply to all months in 2026. If access to the databases on or after February 1, 2026, is desired by the Customer and agreed by the County, the Customer may pay the Pro-Rated Amount, provided that the Customer shall pay the full Pro-Rated Amount for any remaining month in one lump sum immediately upon executing this Agreement.
- 3.4 If this Agreement is renewed, the Customer's fixed fee for any Renewal Term will be due and payable to the County in one lump sum on or before January 1st of any Renewal Term.
- 3.5 To facilitate the Customer's reasoned consideration for the renewal of this Agreement, the County will provide the Customer with a copy of any proposed increases or decreases in the

compensation required under this Agreement to the Customer within sixty (60) days of the expiration of the Effective Date.

#### **ARTICLE 4: TERMS**

- 4.1 **Term.** The term of this Agreement shall be for one (1) calendar year, beginning on January 1, 2026 (the "Effective Date"), and ending on December 31, 2026, unless sooner terminated under Article 5, provided that the Customer may enjoy early access to the databases on a prorated basis as described in Article 3. If the Customer desires early access to the databases and the County agrees, the Effective Date of this Agreement shall include any prorated months, but the Term of this Agreement shall not extend beyond December 31, 2026.
- 4.2 **Renewal Terms.** If mutually desired and supported by an affirmative vote of the Atascosa County Commissioners Court as recorded in its official minutes, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual "Renewal Term"); provided that:
- A. Each Renewal Term shall begin on January 1st and end on December 31st of any calendar year;
  - B. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing; and
  - C. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty (60) days of the expiration of the Effective Date.

#### **ARTICLE 5: TERMINATION OF AGREEMENT**

- 5.1 **Breach of Contract.** Under this Article and without limiting any other terms of this Agreement or definitions in the law, "default" or "breach of contract" generally occurs when a Party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement to be kept, observed, or performed by it and the defaulting Party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.
- 5.2 **Early Termination.** The termination of this Agreement at any time other than the term and expiration as defined by Paragraph 4.1 shall be considered an "Early Termination."
- 5.3 **Early Termination for Convenience.** This Agreement may be terminated without penalty at any time by either Party upon sixty (60) days' written notice. While the Early Termination of this Agreement shall release each Party from any and all prospective obligations, the County shall be entitled to receive all fees related to the provision of database access incurred up to the date of Early Termination.
- 5.4 **Termination for Cause.** The Customer's violation of any term or condition required under Article 2 of this Agreement is material and will be considered a breach of contract. If it is determined that the Customer has failed to comply with any of the terms and conditions

required under Article 2 of this Agreement, the County may immediately terminate this Agreement for cause and without penalty to the County.

- 5.5 The County reserves the right to pursue all remedies available under the law if this Agreement is terminated for cause or breach of contract.

#### **ARTICLE 6: LIMITATIONS OF LIABILITY**

- 6.1 THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. THE COUNTY ASSUMES NO RESPONSIBILITY WITH RESPECT TO ANY USE OF ANY OF THE SERVICES OR DATABASES MADE AVAILABLE BY THE COUNTY. UNLESS OTHERWISE IDENTIFIED BY LAW, THE CUSTOMER AGREES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.
- 6.2 The Parties agree that the County shall not be liable for any delays or failures in performance or for any interruption of the County's service arising from any cause or circumstance beyond its reasonable control and further agrees to indemnify and hold County harmless from any loss or claims or loss of arising out of the use of County's service or any materials provided under this Agreement.

#### **ARTICLE 7: FAILURES & DELAYS**

- 7.1 The Customer will notify the County of any failure, delay, or interruption of its access to the databases that exceeds two (2) hours in length.
- 7.2 To mitigate the effects of delay or interruption of access, updates to the County's databases are typically made outside of normal business hours. For updates scheduled between 8:00 a.m. and 5:00 p.m., Monday – Friday, the County will make every reasonable effort to inform the Customer of any planned interruptions that may disrupt the Customer's access to the County's databases.
- 7.3 Notices for Failure, Delay, or Interruption of Access. To notify the County of any failure, delay, or interruption of its access to the County's databases, the Customer may directly contact the County's Information Technology (I.T.) Department:

**Atascosa County I.T. Manager**

Justin Vasquez

[justin.vasquez@atascosacounty.texas.gov](mailto:justin.vasquez@atascosacounty.texas.gov)

Phone: (830) 570-7742

#### **ARTICLE 8: MISCELLANEOUS**

- 8.1 Governing Law and Venue. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.
- 8.2 Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 8.3 Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.
- 8.4 Assignment. The Customer shall not assign this Agreement, or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Agreement without the prior written consent of the County, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.
- 8.5 Notices. Any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

**To Atascosa County:**

Weldon P. Cude  
Atascosa County Judge  
1 Courthouse Circle Drive, Ste. 101  
Jourdanton, TX 78026

**To Customer:**

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

- 8.6 Change of Address. Each Party hereto may designate a different address for itself by giving a notice in accordance with Paragraph 7.1.

- 8.7 Entire Agreement, Amendments, & Integration. This Agreement constitutes the entire agreement between the Parties and is not effective unless it is in writing and signed by both Parties. This Agreement may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties. Any amendment to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.
- 8.8 Binding Agreement. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.
- 8.9 Non-Exclusive Agreement. This Agreement is not intended to be an exclusive agreement, and the County may enter into other similar agreements, provided, however, that any agreement between the County and another person, business, corporation, or party must be reconciled with the terms of this Agreement.
- 8.10 Signature Authority. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein.
- 8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Amendment delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

**THIS PART IS LEFT INTENTIONALLY BLANK.**

*Signature Pages Follow*





## 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**

Kayla Fournier:  
HR: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Tabatha Stewart
Position:	Chief HR/Payroll Clerk
Pay Rate:	\$27.00 hourly
Salary Budget Area:	012-453-402
Start Date:	November 10, 2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 17.**

**Meeting Date:** 11/10/2025  
**Item Title:** ESD 2 letter of resignation for Laura Martinez  
**Submitted For:** Mark Gillespie, Commissioner, Pct. 1

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

**Comm. Gillespie:** Discuss and/or take appropriate action regarding the letter of resignation from ACESD2 board member Laura Martinez, dated 8/14/2025, and the board's choice of replacement, Robert Rodriguez, to be effective immediately. This item is recommended for acceptance by the ACESD2 board.

**ATTACHMENTS**

information

## Resignation Letter for ACESD2

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**laura martinez** <lauramrtz748@gmail.com>  
To: **Natalie Shearrer** <shearrer.acesd2@gmail.com>

Thu, Aug 14, 2025 at 5:22 PM

**Me** Laura Martinez resigned the position with ACSDE2today date 08/14/2025 thank you for the opportunity you give me.  
Sincerely appreciate LauraMartinez.

[Quoted text hidden]



## 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

Tracy Barrera:	Discuss and/or take appropriate action concerning personnel:	
County Auditor:	Existing Employee:	Stephanie Carreon
	Position:	Assistant Auditor
	Pay Rate:	\$21.8750 Hourly
	Salary Budget Area:	012-406-402
	Start Date:	November 10, 2025
	Physical:	N/A
	Drug Test:	N/A

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

**Meeting Date:** 11/10/2025  
**Item Title:** Rescind 10-06-25 Agenda Item  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Discuss and/or take appropriate action to rescind the approval of agenda item  
**County Auditor:** #5 that was approved at the special called meeting on 10-06-2025, attached.

**ATTACHMENTS**

Past Agenda  
10-06-25 Agenda

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 10/06/2025  
**Item Title:** Tax Office Remodel/Construction - Change Order  
**Submitted For:** Tracy Barrera, County Auditor

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

Tracy Barrera: Discuss and/or take appropriate action concerning the approval of the change  
County Auditor: order for the Atascosa County Tax Office Addition and Renovations.  
This project was approved in Commissioners' Court on December 23, 2024, and awarded to Holtz Adams Construction Consulting, LLC in the amount of \$1,097,605.14 from ARPA funds. The change order includes several items and will not exceed a total of \$48,500.00.  
Increases: New Panel & Floor Outlets, Upgrade Power at New Windows, Concrete Entry Ramp, Brick/CMU Wall Demo/Disposal, Concrete Floor Patch, Counter Transition Wall and Closet, Cove Base, Lobby/Rear Entry Tile, Wall Paneling Repairs, Temp Wall Rental, for an estimated total of \$67,907.00 prior to surcharges.  
Decreases: Countertop Credit, Plumbing Credit, Testing Allowance, Betterment Allowance, for a total credit of \$32,803.00.  
The new construction cost would be \$1,146,105.14. This change order is within the allowed amount for a change order and within the overall dedicated ARPA funds.

**ATASCOSA COUNTY  
COMMISSIONERS COURT  
SPECIAL CALLED MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
October 6, 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. Tracy Barrera: Discuss and/or take appropriate action regarding the sale of a surplus  
County Auditor: Atascosa County EMS unit to Lee County. This unit is parked and is no longer in use. Pursuant to Local Government Code 263.152(a)(1).  
Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may: (1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property.

5. Tracy Barrera: Discuss and/or take appropriate action concerning the approval of the change order for the Atascosa County Tax Office Addition and Renovations.  
County Auditor: This project was approved in Commissioners' Court on December 23, 2024, and awarded to Holtz Adams Construction Consulting, LLC in the amount of \$1,097,605.14 from ARPA funds. The change order includes several items and will not exceed a total of \$48,500.00.  
Increases: New Panel & Floor Outlets, Upgrade Power at New Windows, Concrete Entry Ramp, Brick/CMU Wall Demo/Disposal, Concrete Floor Patch, Counter Transition Wall and Closet, Cove Base, Lobby/Rear Entry Tile, Wall Paneling Repairs, Temp Wall Rental, for an estimated total of \$67,907.00 prior to surcharges.  
Decreases: Countertop Credit, Plumbing Credit, Testing Allowance, Betterment Allowance, for a total credit of \$32,803.00.  
The new construction cost would be \$1,146,105.14. This change order is within the allowed amount for a change order and within the overall dedicated ARPA funds.

6. **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.**

7. **OPEN SESSION**

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

9. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).**

10. Judge Cude: Adjourn.



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

I, the undersigned, do hereby certify that this notice was posted by 9:00 a.m. Wednesday, October 1, 2025.

*Jessica Kidd*

Jessica Kidd, Court Coordinator \_\_\_\_\_

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 20.**

**Meeting Date:** 11/10/2025

**Item Title:**

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

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

**Judge Cude:** Discuss and/or take appropriate action to approve the Interlocal Cooperative Agreement for the cost sharing of Legislative Consulting Services between Atascosa County and the County of Dewitt.

**ATTACHMENTS**

information

information

information

## AMENDMENT VII TO SERVICE AGREEMENT

This Amendment (the "**Amendment VII**"), effective as October 1, 2025, is made by and between the County of Atascosa , Texas (hereinafter referred to as "**The County**"), with its principal place of business at 1 Courthouse Circle Drive, Jourdanton, TX 78026 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "**Cornerstone**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7<sup>th</sup> Floor, Washington, D.C. 20024.

WHEREAS, The County and Cornerstone are Parties to Service Agreement with an effective date of October 1, 2018 (the "**Agreement**"); an Amendment with an effective date of October 1, 2019 (the "**Amendment I**"); an Amendment with an effective date of October 1, 2020 (the "**Amendment II**"); an Amendment with an effective date of October 1, 2021 (the "**Amendment III**"); an Amendment with an effective date of October 1, 2022 (the "**Amendment IV**"); an Amendment with an effective date of October 1, 2023 (the "**Amendment V**"), an Amendment with an effective date of October 1, 2024 (the "**Amendment VI**"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2025 through September 30, 2026 (the "**Term**").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of seven thousand five hundred dollars (\$7,500.00) through the Term of the Agreement (the "**Fee**").
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Amendment VII.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment VII and acknowledge that they are authorized to execute same.

**County of Atascosa, Texas**

**Cornerstone Government Affairs, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Weldon P. Cude

Name: Campbell Kaufman

Title: Atascosa County Judge

Title: President

Date: August 25, 2025

Date: August 11, 2025

**AMENDMENT VII TO INTERLOCAL COOPERATION AGREEMENT FOR THE COST SHARING OF LEGISLATIVE CONSULTING SERVICES BETWEEN THE COUNTY OF ATASCOSA AND THE COUNTY OF DEWITT**

**WHEREAS**, the County of Atascosa, Texas (hereinafter referred to as: Atascosa County) and the County of DeWitt, Texas (hereinafter referred to as: DeWitt County) entered into an Interlocal Cooperative Agreement (hereinafter referred to as: Interlocal Agreement) for the sharing of costs associated with legislative consulting services in 2018; and

**WHEREAS**, the term of that Interlocal Agreement, which originally ended on September 30, 2019, but could be extended to run concurrently with the Services Agreement for Professional Services between Cornerstone Government Affairs, Inc., and DeWitt County; and

**WHEREAS**, the Atascosa County and DeWitt County have annually renewed this Interlocal Agreement with an Amendment with an effective date of October 1, 2019 (the "**Amendment I**"); an Amendment with an effective date of October 1, 2020 (the "**Amendment II**"); an Amendment with an effective date of October 1, 2021 (the "**Amendment III**"); an Amendment with an effective date of October 1, 2022 (the "**Amendment IV**"); an Amendment with an effective date of October 1, 2023 (the "**Amendment V**"), an Amendment with an effective date of October 1, 2024 (the "**Amendment VI**"); and

**WHEREAS**, DeWitt County and Cornerstone Government Affairs, Inc. intend to renew their agreement, effective as October 1, 2025, and ending September 30, 2026; and

**WHEREAS**, Atascosa County and DeWitt County desire to renew their Interlocal Agreement in accordance with the terms of the Interlocal Agreement and as set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2025, through September 30, 2026 (the "**Term**").
2. Payment from Atascosa County to DeWitt County will be made in accordance with the terms of the Interlocal Agreement and based on DeWitt County's 2025-2026 fiscal year payment to Cornerstone of seven thousand five hundred dollars (\$7,500.00).
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Amendment VII.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment VII and acknowledge that they are authorized to execute same.

**County of DeWitt, Texas**

**County of Atascosa, Texas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Weldon P. Cude

Title: \_\_\_\_\_

Title: Atascosa County Judge

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Natalie Carson  
DeWitt County Clerk

Theresa Carrasco  
Atascosa County Clerk

## AMENDMENT VII TO SERVICE AGREEMENT

This Amendment (the "*Amendment VII*"), effective as October 1, 2025, is made by and between the County of DeWitt, Texas (hereinafter referred to as "*The County*"), with its principal place of business at 307 North Gonzales Street, Cuero, TX 77954 and Cornerstone Government Affairs, Inc. (hereinafter referred to as "*Cornerstone*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7<sup>th</sup> Floor, Washington, D.C. 20024.

WHEREAS, The County and Cornerstone are Parties to Service Agreement with an effective date of October 1, 2018 (the "*Agreement*"); an Amendment with an effective date of October 1, 2019 (the "*Amendment I*"); an Amendment with an effective date of October 1, 2020 (the "*Amendment II*"); an Amendment with an effective date of October 1, 2021 (the "*Amendment III*"); an Amendment with an effective date of October 1, 2022 (the "*Amendment IV*"); an Amendment with an effective date of October 1, 2023 (the "*Amendment V*"), an Amendment with an effective date of October 1, 2024 (the "*Amendment VI*"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2025 through September 30, 2026 (the "*Term*").
2. Payment for the additional twelve (12) months shall be made to Cornerstone in twelve (12) payments of seven thousand five hundred dollars (\$7,500.00) through the Term of the Agreement (the "*Fee*").
3. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

The Parties hereby accept and agree to the terms and conditions of this Amendment VII.


[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereby execute this Amendment VII and acknowledge that they are authorized to execute same.

County of DeWitt, Texas

Cornerstone Government Affairs, Inc.

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Campbell Kaufman

Title: \_\_\_\_\_

Title: President

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

Date: 8/11/2025

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 21.**

**Meeting Date:** 11/10/2025

**Item Title:**

**Submitted For:**

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

**Judge Cude:** Discuss and/or take appropriate action to approve the **Fourth Amendment to the Interlocal Agreement for the Cowboy Connect Fixed Route between Atascosa County and the Alamo Area Council of Governments (AACOG)** for Fiscal Year 2026 (October 1, 2025 – September 30, 2026), which sets the County's financial contribution at **\$135,652.00**, payable in two installments of **\$67,826.00 each**, due **November 15, 2025** and **April 15, 2026**, and authorize the County Judge to sign the agreement.

**ATTACHMENTS**

Cowboy Connect ILA



**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR  
COWBOY CONNECT FIXED ROUTE**

This Fourth Amendment to the Interlocal Agreement for the Cowboy Connect Fixed Route (the "Agreement") is hereby entered into by and between the **County of Atascosa** (the "County") and the **Alamo Area Council of Governments** ("AACOG") from October 1, 2025 – September 30, 2026.

WITNESSETH:

WHEREAS, the County and AACOG entered into that certain Interlocal Agreement for the Cowboy Connect Fixed Route ("the Agreement"), dated August 24, 2020, in which the County agreed to provide a matching fund payment for a deviated fixed-route service to AACOG and AACOG agreed to provide a specified deviated fixed-route service; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Amendment agree that the Agreement is amended as follows:

- 1. Add to Section 2.1 a subsection "a" to read as follows: "a. "The County's Financial Contribution for Fiscal Year 2026 shall be one hundred thirty-five thousand, six hundred and fifty-two dollars and no cents (\$135,652.00) and shall be due and payable in two payments on November 15, 2025 (\$67,826) and April 15, 2026 (\$67,826)."

IT IS HEREBY AGREED BY THE PARTIES HERETO that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Agreement shall remain in full force and effect in all its terms and conditions.

**EXECUTED** the day and year first above written.

**ALAMO AREA COUNCIL OF  
GOVERNMENTS:**

**COUNTY OF ATASCOSA:**

By: \_\_\_\_\_  
Clifford C. Herberg  
Executive Director

By: \_\_\_\_\_  
Weldon P. Cude  
County Judge

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

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

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 22.**

**Meeting Date:** 11/10/2025

**Item Title:**

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

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

**Judge Cude:** Discuss and/ or take appropriate action on the County Infrastructure Project

**Curtis Vickers:** Monthly Report.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 23.**

**Meeting Date:** 11/10/2025  
**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.

District Clerk Margaret Littleton completed 8:00 educational hours at the 2025 Region VIII Spring Meeting, and 14:45 hours at the 2025 Texas District Court Alliance. Ms. Littleton is carrying over 5:00 educational hours from 2024 to 2025 for a total of 27:45 hours for the 2025 FY.

**ATTACHMENTS**

information

## Conference Detail for Margaret Littleton

For the period of 01/01/2025 to 10/21/2025

Conference	Session	Date	Times	Hours
2024 Carryover Hours	2024 Carryover Hours	01/01/2025	Admin Entry	5:00
			Total for 2024 Carryover Hours:	5:00
2025 Region VIII Spring Meeting	Team Building	04/10/2025	9:15 AM - 10:45 AM	1:30
	Business Meeting	04/10/2025	11:00 AM - 12:00 PM	1:00
	CJIS	04/10/2025	1:15 PM - 2:30 PM	1:15
	TAC - IT Security Services	04/10/2025	2:30 PM - 3:30 PM	1:00
	Legislative Updates	04/10/2025	4:00 PM - 5:00 PM	1:00
	OCA / Reporting HB 2384	04/11/2025	8:45 AM - 10:00 AM	1:15
	Q & A on HB 2384	04/11/2025	10:00 AM - 11:00 AM	1:00
			Total for 2025 Region VIII Spring Meeting:	8:00
2025 Texas District Court Alliance	Excess Proceeds/Taxation in Action	10/14/2025	1:00 PM - 2:00 PM	1:00
	Civil Appeals	10/14/2025	2:00 PM - 3:00 PM	1:00
	Inability to Pay/Indigency	10/14/2025	3:00 PM - 4:00 PM	1:00
	Expunctions	10/14/2025	4:00 PM - 5:00 PM	1:00
	TDCA Business Meeting - Introduction of Founding Board Members	10/15/2025	9:00 AM - 9:30 AM	0:30
	HB 1182 AND HB 2384 Reporting Compliance to OCA	10/15/2025	9:30 AM - 11:30 AM	2:00
	Working Lunch	10/15/2025	11:30 AM - 1:00 PM	1:30
	Civil Issuances - Citations, Writs, Letter Rogatory, ETC.	10/15/2025	1:00 PM - 2:45 PM	1:45
	Vexatious Litigants	10/15/2025	3:00 PM - 4:00 PM	1:00
	ResearchTX/Electronic Service	10/15/2025	4:00 PM - 5:00 PM	1:00
	Jury Voir Dire Process	10/16/2025	9:00 AM - 10:00 AM	1:00
	Business Court	10/16/2025	10:00 AM - 11:00 AM	1:00
	Civil Law Q&A	10/16/2025	11:00 AM - 12:00 PM	1:00
			Total for 2025 Texas District Court Alliance :	14:45
			<b>Total credits for period:</b>	<b>27:45</b>