

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
November 24, 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. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
D.A:
 - Existing Employee: Marc Ledet
 - Position: Asst. District Attorney
 - Pay Rate: Longevity pay increased from \$380.00 to \$400.00.
 - Salary Budget Area: 047-400-405
 - Start Date: November 24, 2025
 - Physical: n/a
 - Drug Test: n/a

 - Existing Employee: Kenny Lam
 - Position: Asst. District Attorney
 - Pay Rate: \$123,000.00 FY26 annual salary
 - Salary Budget Area: 154-400-402
 - Start Date: November 24, 2025
 - Physical: n/a
 - Drug Test: n/a

Existing Employee: Catherine Schneider
Position: Asst. District Attorney
Pay Rate: \$121,000.00 FY2026 annual salary
Salary Budget Area: 154-400-402
Start Date: November 24, 2025
Physical: n/a
Drug Test: n/a

5. Mike Pansza: EMC/OEM: Discuss and/or take appropriate action on the AACOG Alamo Area Radio Interoperability Network Documentation--COPS Grant. Atascosa County will receive equipment to support the Alamo Area Radio Interoperability Network (AARIN). The total cost of the equipment is estimated at \$50,100.00 and will be utilized by the Atascosa County Sheriff's Office communications center.
6. Cathy Seiter: Elections Discuss and/or take appropriate action to approve Elections Administrator Cathryn Seiter authority to execute the Joint Primary Election Services Contract with the Republican and Democratic Party Chair of Atascosa County.
7. Sheriff Guerra: Discuss and/or take appropriate action regarding the renewal of the Guard 1 Inmate Tracking System pending acceptance of the legal revisions made by the County Attorney's Office to the agreement. Cost: \$27,231.74 to be paid for out of the Sheriff's Office Commissary Account. Beginning in 2027, the annual cost will be \$6,671.16 to come out of ACSO Jail Capitol Outlay.
8. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Rebecca Castillo
 - 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 24,2025 9a
 - Physical: complete
 - Drug Test: complete

 - New Employee: Litzy Tapia
 - 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 24,2025 9a
 - Physical: complete
 - Drug Test: complete

 - New Employee: Emilea Cabezas
 - Position: Deputy Sheriff
 - Pay Rate: Tier 2: \$27.70 Hourly, 86 Hours Fluctuating, \$120.00 Mo. Uniform, SB22 Eligible, Incentive

Salary Budget Area: Pay, 90-Day County Probation, 1-Year
Agency Probation
012-440-410
Start Date: November 24, 2025 9a
Physical: complete
Drug Test: complete

9. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Right-of-Way permit for Lowry Electrical on behalf of Charter Communications on Old Pleasanton Rd. in Precinct 1.
10. Britni Van Curan: Discuss and/or take appropriate action regarding the approval or denial of the release of the construction bond for the Estates of Waycross Subdivision located in Precinct 1.
11. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Rebecca Lopez Family on Cannon Rd. in Precinct 1.
12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Certificate of Exception for the Ramos/Ruvalcaba Family on Webb Rd. and Private Road D85 in Precinct 2.
13. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Final Plat for the Replat of the Oak Ridge Acres Subdivision Lot 2 in Precinct 2.
14. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the Rural Development: following permits:
 - A. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Acorn Hollow Crossing #1 in Precinct 2.
 - B. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Acorn Hollow Crossing #2 in Precinct 2.
 - C. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #1 in Precinct 2.
 - D. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #2 in Precinct 2.
 - E. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #3 in Precinct 2.
 - F. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #4 in Precinct 2.
 - G. Discuss and/or take appropriate action concerning approval/denial for

the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #1 in Precinct 2.

H. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #2 in Precinct 2.

I. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #3 in Precinct 2.

J. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #4 in Precinct 2.

K. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #5 in Precinct 2.

L. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #6 in Precinct 2.

M. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #7 in Precinct 2.

N. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #8 in Precinct 2.

O. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #9 in Precinct 2.

P. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #1 in Precinct 2.

Q. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #2 in Precinct 2.

R. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #3 in Precinct 2.

S. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #4 in Precinct 2.

T. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #5 in Precinct 2.

U. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr.

Crossing #6 in Precinct 2.

V. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #1 in Precinct 2.

W. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #1 in Precinct 2.

X. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #2 in Precinct 2.

Y. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #3 in Precinct 2.

Z. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #4 in Precinct 2.

AA. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #5 in Precinct 2.

BB. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #6 in Precinct 2.

CC. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #1 in Precinct 2.

DD. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #2 in Precinct 2.

EE. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #3 in Precinct 2.

FF. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #4 in Precinct 2.

GG. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #5 in Precinct 2.

HH. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #6 in Precinct 2.

II. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #7 in Precinct 2.

15. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: following permits:
- A. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Acorn Hollow in Precinct 2.
 - B. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on River Run Dr. in Precinct 2.
 - C. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Rocky Ridge Dr. in Precinct 2.
 - D. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Sandy Ridge Dr. in Precinct 2.
 - E. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Valley View Dr. in Precinct 2.
 - F. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Villa Ridge Dr. in Precinct 2.
16. Britni Van Curan: Discuss and/or take appropriate action concerning the following permits: Rural Development:
- A. Discuss and/or take appropriate action concerning the approval/denial of the Road Bore permit for Murphy Oil Corporation on County Road 331 in Precinct 3.
 - B. Discuss and/or take appropriate action concerning the approval/denial of the Road Bore permit for Murphy Oil Corporation on E. County Road 331 in Precinct 3.
17. Justin Vasquez: Discuss and/or take appropriate action concerning enrolling into the TAC I.T.: Cybersecurity Awareness Training Program for 2026 as mandated by [Texas Government Code § 2054.5191](#) at \$5.00 per user and authorizing the County Judge to Docusign.
18. Kayla Fournier: Discuss and/or take appropriate action the renewal of the Nationwide HR: Governmental 457(b) Plan
19. Kayla Fournier: Discuss and/or take appropriate action to renew the current TCDRS plan HR: for 2026.
20. Kayla Fournier: Discuss and/or take appropriate action concerning personnel: HR:
- | | |
|--------------------|------------------|
| Existing Employee: | Paula Brister |
| Position: | Payroll Clerk |
| Pay Rate: | \$23.2692 hourly |

Salary Budget Area: 012-453-402
Start Date: November 24,2025
Physical: NA
Drug Test: NA

21. Judge Cude: Discuss and/or take appropriate action concerning the appointment of Perla Martinez to be the representative for Atascosa County in the Atascosa Central Appraisal District effective January 1, 2026
22. Judge Cude:
Tabitha Garza: Discuss and/or take appropriate action to approve the solicitation of sealed bids for the El Oso Water Supply Cooperation's Fashing-Peggy Water Plant System Improvements Project funded through the Texas Department of Agriculture's TxCDBG Program, Grant #CDV23-0227.
23. Judge Cude:
Sheriff Guerra: Discuss and/or take appropriate action to approve the Interlocal Agreements with the Counties of Wilson and Live Oak for Housing or Prisoners pending review and approval by the County Attorney's Office and Authorize the County Judge to sign the agreements.
24. Judge Cude: Discuss and/or take appropriate action to approve the 2026 Commissioners Court Regular and Special Meetings.
25. Judge Cude: Discuss and/or take appropriate action to approve the 2026 County Holiday Schedule.

26. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 Consultation with Attorney and 551.072 Deliberation regarding Real Property.

- A. Discuss the Tax Office construction project.
B. Discuss the RFQ for appraisal services and options for land acquisition for the River Oaks Drive Project pursuant to the grant requirements.

27. **OPEN SESSION**

28. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
- A. Discuss and/or take appropriate action on the Tax Office Construction Project.
B. Discuss and/or take appropriate action on the RFQ for appraisal services and options for land acquisition for the River Oaks Drive Project pursuant to the grant requirements.
29. Judge Cude:
Tracy Barrera: Discuss, review and take action to accept and/or approve any invoices and payroll.
30. Judge Cude: Discuss, review and take action on reports submitted.

Tracy Barrera:

31. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, December 8, 2025.
32. 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 19, 2025.



Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Audrey Louis:

D.A:

Discuss and/or take appropriate action concerning personnel:

Existing Employee:

Marc Ledet

Position:

Asst. District Attorney

Pay Rate:

Longevity pay increased from \$380.00 to \$400.00.

Salary Budget Area:

047-400-405

Start Date:

November 24, 2025

Physical:

n/a

Drug Test:

n/a



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

| | |
|---------------------|---------------------------------|
| Existing Employee: | Kenny Lam |
| Position: | Asst. District Attorney |
| Pay Rate: | \$123,000.00 FY26 annual salary |
| Salary Budget Area: | 154-400-402 |
| Start Date: | November 24, 2025 |
| Physical: | n/a |
| Drug Test: | n/a |



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

| | |
|---------------------|-----------------------------------|
| Existing Employee: | Catherine Schneider |
| Position: | Asst. District Attorney |
| Pay Rate: | \$121,000.00 FY2026 annual salary |
| Salary Budget Area: | 154-400-402 |
| Start Date: | November 24, 2025 |
| Physical: | n/a |
| Drug Test: | n/a |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 11/24/2025
Item Title: AACOG Interoperability Equipment Grant
Submitted For: Mike Pansza, EMC/OEM

Discuss and/or take appropriate action concerning:

Mike Pansza: Discuss and/or take appropriate action on the AACOG Alamo Area Radio Interoperability Network Documentation--COPS Grant. Atascosa County will receive equipment to support the Alamo Area Radio Interoperability Network (AARIN). The total cost of the equipment is estimated at \$50,100.00 and will be utilized by the Atascosa County Sheriff's Office communications center.
EMC/OEM:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 11/24/2025
Item Title: Joint Primary Election Services Contract
Submitted For: Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Discuss and/or take appropriate action to approve Elections Administrator
Elections Cathryn Seiter authority to execute the Joint Primary Election Services Contract with the Republican and Democratic Party Chair of Atascosa County.

ATTACHMENTS

Joint Contract

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF _____**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the _____ County _____ Party, acting by and through the Chair of its County Executive Committee, _____ (**name**), hereinafter referred to as “Party,” and _____ (**name**), County Election Officer of _____ County, Texas, hereinafter referred to as the “Contracting Officer,” under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the _____ County Joint Primary Election on _____, 20____ (hereinafter referred to as the “election”), and the _____ County Joint Runoff Primary Election, if necessary, on _____, 20____ (hereinafter referred to as the “runoff election”), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by _____ County Commissioners Court on _____, 20____, _____ County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the _____ County Republican Party and _____ County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (**strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code**) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State (“SOS”) by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in

accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the

ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the

Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is
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6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

| |
|------------------|
| Name: |
| Mailing Address: |
| Phone #: |
| Fax: |
| Email: |

For the Party:

| |
|------------------|
| Name: |
| Mailing Address: |
| Phone #: |
| Fax: |
| Email: |

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

| |
|--------|
| By: |
| Title: |
| Date: |

The Party

| |
|--------|
| By: |
| Title: |
| Date: |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 7.

Meeting Date: 11/24/2025
Item Title: Guard 1 Renewal
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action regarding the renewal of the Guard 1 Inmate Tracking System pending acceptance of the legal revisions made by the County Attorney's Office to the agreement. Cost: \$27,231.74 to be paid for out of the Sheriff's Office Commissary Account. Beginning in 2027, the annual cost will be \$6,671.16 to come out of ACSO Jail Capitol Outlay.

Recommendation/Action Requested and Justification

Approve renewal of Guard 1 Inmate Tracking System. Cost: \$27,231.74 to be paid for out of Sheriff's Office Commissary Account. Beginning in 2027, annual cost will be \$6,671.16 to come out of ACSO Jail Capitol Outlay.



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: | Rebecca Castillo |
| 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 24, 2025 9a |
| 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: | Litzy Tapia |
| 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 24, 2025 9a |
| 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: | Emilea Cabezas |
| Position: | Deputy Sheriff |
| Pay Rate: | Tier 2: \$27.70 Hourly, 86 Hours Fluctuating, \$120.00 Mo. Uniform, SB22 Eligible, Incentive Pay, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-440-410 |
| Start Date: | November 24,2025 9a |
| Physical: | complete |
| Drug Test: | complete |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 9.

Meeting Date: 11/24/2025
Item Title: ROW Permit - Charter 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 Lowry Electrical on behalf of Charter Communications on Old
Pleasanton Rd. in Precinct 1.

ATTACHMENTS

Charter Comm. ROW permit

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

Residential Use: _____
FEE: 500

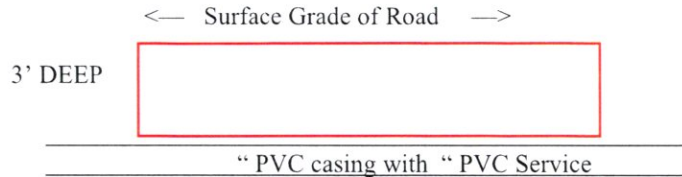
Commercial Use: _____
PAID: _____

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

Date: 11/04/2025

Formal notice is hereby given that Lowry Electrical on behalf of Charter Communications Holdings LLC.
Company proposes to place a Small cabinet that will house a fiber node and power supply.
line within the right-of-way of 1629 Old Pleasanton Rd. 29.133534, -98.497532 in Precinct 1
Atascosa County, Texas as follows: (give location, length, general design, etc.)

(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 ___ day of _____, 20__.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

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

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

OR

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

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

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

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

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

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

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

FIRM Charter Communications Holding LLC

By (Print) Andy Lowry

Signature *Andy Lowry*

Title President

Address 1364 Industrial Dr. Ste. D

New Braunfels, TX 78130

Phone No. 830-832-9294

Fax No. _____

To: _____

Roadway _____
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. _____ 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.

Basic scope of work for placing a Charter/Spectrum power cabinet.

We will open a trench 36" deep and place 3" PVC conduit between the cabinet location and the CPS pol. We will transition to a rigid galvanized sweep and install 1 10' section of rigid galvanized pipe. The buried rigid galvanized pipe will be wrapped with corrosion preventing tape. The opposite end will have a SCH80 PVC sweep. Will also place 2" PVC stub out for fiber placement. A steel reinforced concrete pad will be poured that is roughly 48" x 48". The cabinet will be placed on the pad.



santon Rd

Old Pleasanton Rd

Old Pleasanton Rd

Old Pleasanton Rd

Old Pleasanton Rd

Camelot Ln

Camelot Ln

Camelot Ln

Ln

1660

1640

1650

1630

1610

1564

1550

1560

1689

1625

55

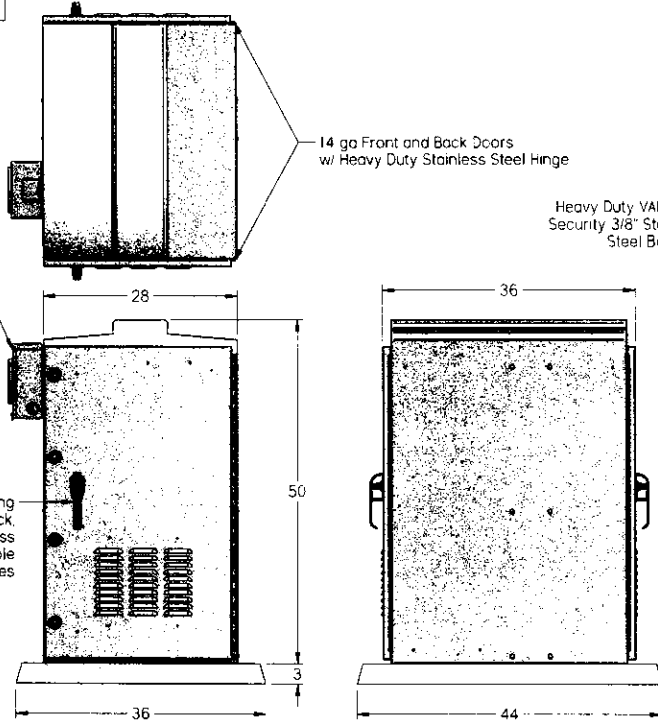
75

120

Google Maps

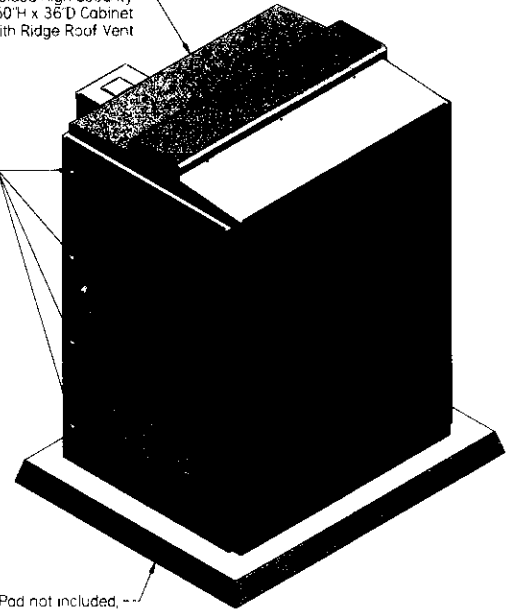
Layers

MPN-132-FK



Fully Welded High Security
28" W x 50" H x 36" D Cabinet
with Ridge Roof Vent

Heavy Duty VAN LOCK
Security 3/8" Stainless
Steel Bolts, 4X

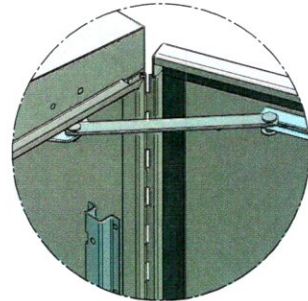
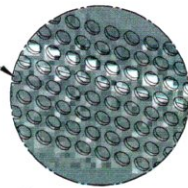
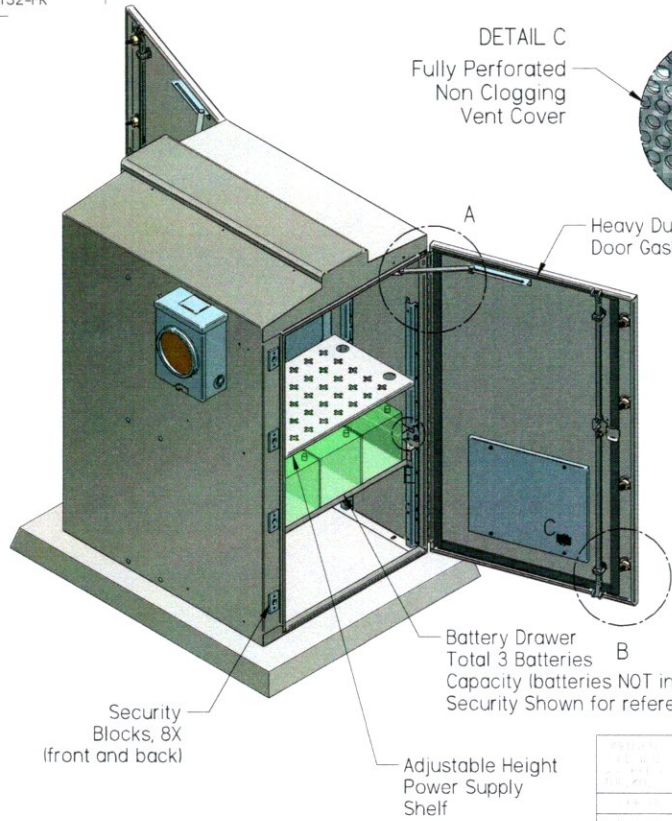


MOORE Communication Systems, LLC

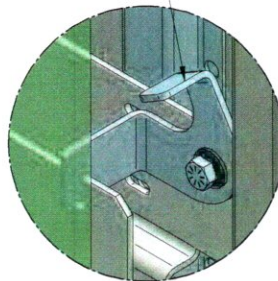
DESCRIPTION
Moore Power Node Cabinet
One Power Supply, 3 Batteries, Two Nodes
14 ga Steel Door w/ VAN LOCK Security and Fan Kit

| | | | | | |
|----------------------|------------------|------------|----------|-------------|---|
| DO NOT SCALE DRAWING | | SIGNATURES | DATE | PART NUMBER | |
| MATERIAL | Galvanized Steel | DR | 10/09/23 | MPN-132-FK | |
| FINISH | | CHK | | REV | |
| | | APPD | | ROUTING | |
| | | APPR | | SHEET NO | 1 |

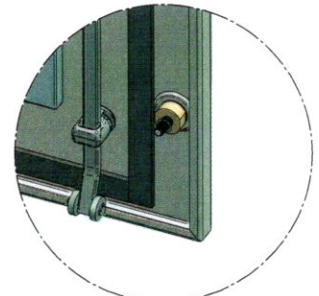
MPN-132-FK



Battery Drawer Lock (Open & Closed)



DETAIL A



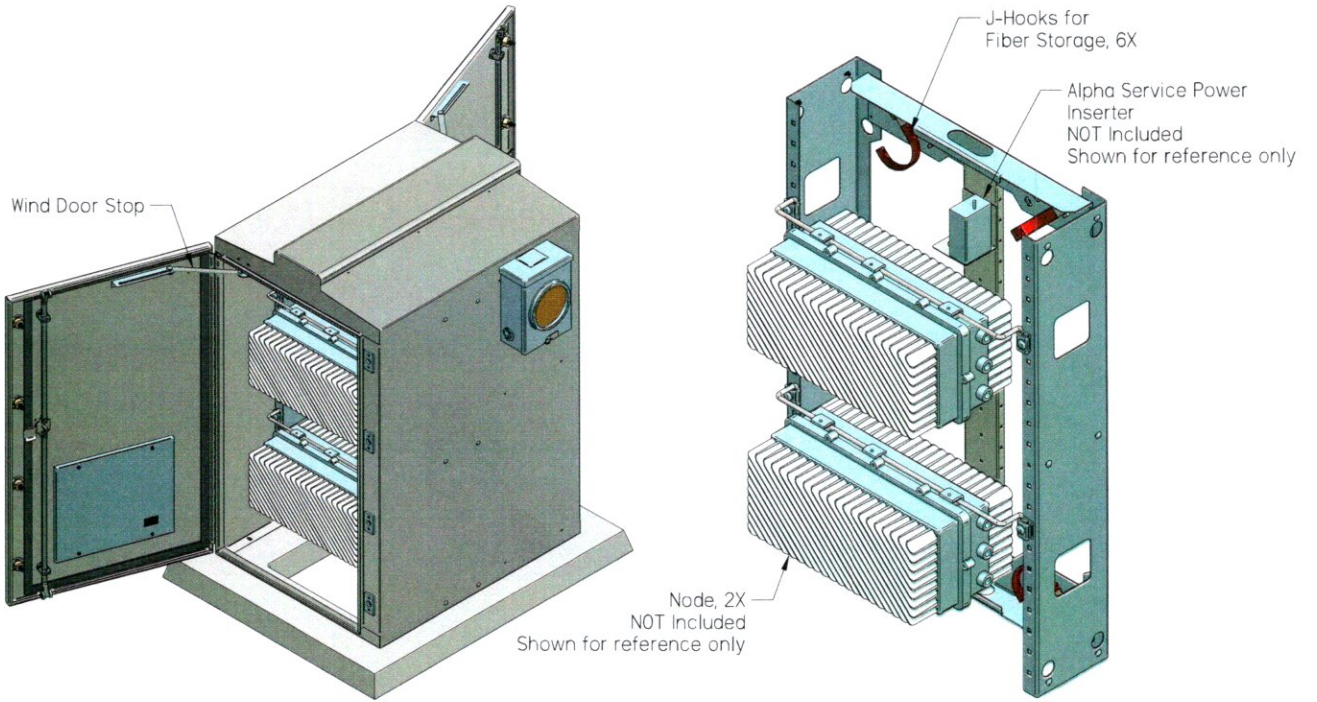
DETAIL E

DETAIL B

| | | | | | |
|---|--|---|------------------|--|--------------------------|
| DO NOT SCALE DRAWING MATERIAL Galvanized Steel FINISH | | SIGNATURES DR Bos CHK APPD APPD | DATE 10/09/23 | MOORE Communication Systems, LLC DESCRIPTION Moore Power Node Cabinet One Power Supply, 3 Batteries, Two Nodes 14 ga Steel Door w/ VAN LOCK Security and Fan Kit PART NUMBER MPN-132-FK ROUTING: | REV . SHEET 2 OF 4 |
|---|--|---|------------------|--|--------------------------|

| NO. | DESCRIPTION | DATE | REVISION HISTORY | APPROVED |
|-----|-------------|------|------------------|----------|
| | | | | |

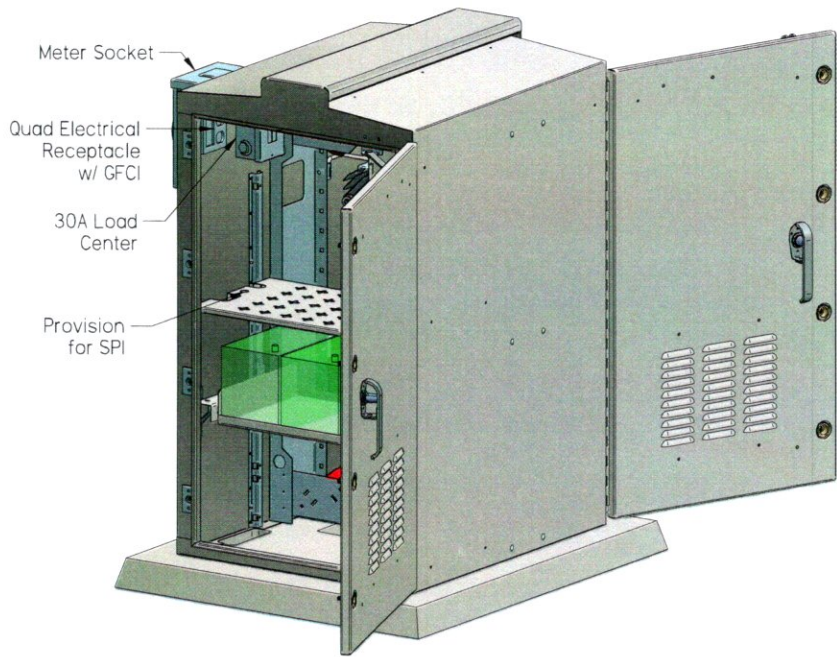
MPN-132-FK



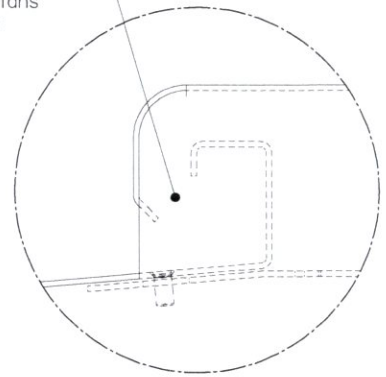
| | | | |
|--|------------|--|--------------|
| MOORE Communication Systems, LLC 10000 W. 10th Street, Suite 100 Overland Park, KS 66204 Phone: 913.241.1000 Fax: 913.241.1001 Email: sales@moorecs.com | | DESCRIPTION Moore Power Node Cabinet One Power Supply, 3 Batteries, Two Nodes 14 ga Steel Door w/ VAN LOCK Security and Fan Kit | |
| DO NOT SCALE DRAWING | SIGNATURES | DATE | PART NUMBER |
| MATERIAL Galvanized Steel | DR Bos | 10/09/23 | MPN-132-FK |
| FINISH | CHK | APPD | REV |
| | APPD | | |
| | | ROUTING: | SHEET 3 OF 4 |

| REV | DESCRIPTION | DATE | REVISION HISTORY | APPROVED |
|-----|-------------|------|------------------|----------|
| | | | | |

MPN-132-FK



DETAIL D
Ridge Roof Vent
with 2 fans
FAN Kit



| | | | |
|--|------------|--|-----------------------|
| MOORE Communication Systems, LLC 10000 W. 10th Street, Suite 100 Overland Park, KS 66204 Phone: 913.241.1000 Fax: 913.241.1001 Email: sales@moorecs.com | | DESCRIPTION Moore Power Node Cabinet One Power Supply, 3 Batteries, Two Nodes 14 ga Steel Door w/ VAN LOCK Security and Fan Kit | |
| DO NOT SCALE DRAWING | SIGNATURES | DATE | PART NUMBER |
| MATERIAL | DR | 10/09/23 | MPN-132-FK |
| Galvanized Steel | CHK | | REV |
| FINISH | APPD | | - |
| | APPD | | ROUTING: SHEET 4 OF 4 |

| REV | DESCRIPTION | DATE | BY | APP'D |
|-----|-------------|------|----|-------|
| | | | | |
| | | | | |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

Meeting Date: 11/24/2025
Item Title: Subdivision - Release of Bond Estates of Waycross
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action regarding the approval or denial of the
Rural Development: release of the construction bond for the Estates of Waycross Subdivision located
in Precinct 1.

ATTACHMENTS

Const. Bond


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

Date Submitted: 11-13-23
Name of Proposed Subdivision: Estates at Waycross S/D
Developer Name: RPR Atascosa Waycross Road LLC
Address: 1602 N. Panam Expressway San Antonio, TX 78208
Phone (Office): 210-556-4144 Cell: 210-240-5660
Fax: _____ E-mail: daniel.briggs@riverpathrealty.com

The following is attached:

- Construction Bond Amount: _____
- Alternative Financial Guarantee Amount: \$1,250,000.00

DRAFT REVIEWED AND APPROVED AS TO FORM BY:

 11/28/23
Atascosa County Rural Development Date

ORIGINAL RECEIVED BY:

 11/28/2023
Atascosa County Treasurer Date

IRREVOCABLE LETTER OF CREDIT

Borrower: RPR ATASCOSA WAYCROSS ROAD LLC
1602 N. PANAM EXPRESSWAY
SAN ANTONIO, TX 78208

Lender: SUSSER BANK
3030 MATLOCK ROAD
SUITE 205
ARLINGTON, TX 76015
(817) 460-8052

Beneficiary: ATASCOSA COUNTY
1 COURTHOUSE CIRCLE DR, STE 106
JOURDANTON, TX 78026

NO.: 10100

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 11-13-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Million Two Hundred Fifty Thousand & 00/100 Dollars (\$1,250,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each draft must bear upon its face the clause "Drawn on Letter of Credit No. 10100, dated November 13, 2023 of Susser Bank, a Texas state bank" and must be attached to this original Letter of Credit when presented for payment.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER SUSSER BANK IRREVOCABLE LETTER OF CREDIT NO. 10100 DATED 11-13-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 10100

Page 2

Dated: November 13, 2023

LENDER:

SUSSER BANK

By: Risaine Davidson
Authorized Signer

**AGENDA REQUEST
(GENERAL)**

Agenda Item 11.

Meeting Date: 11/24/2025
Item Title: Exception - Rebecca Lopez Cannon Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: Certificate of Exception for the Rebecca Lopez Family on Cannon Rd. in
Precinct 1.

ATTACHMENTS

Rebecca Lopez - Registration Packet
Rebecca Lopez - Certificate of Exception



Registration for Division of Land in Atascosa County

I Frederick Lopez, am the owner of the attached filed division of land located at EX-A "TRACK 1", EX-B "TRACK 2", EX-C "TRACK 3" (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 10-18-25

Signature: *[Handwritten Signature]*

Printed Name: Frederick Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

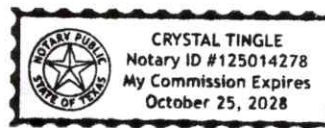
COUNTY OF Lubbock

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

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

Crystal Tingle

Notary Public, in and for
State of Texas





Registration for Division of Land in Atascosa County

I Rebecca Lopez, am the owner of the attached filed division of land located at EX-A "tract 1", EX-B "tract 2", EX-C "tract 3" (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 11/11/25

Signature: Rebecca Lopez

Printed Name: Rebecca Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

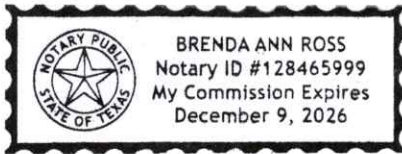
COUNTY OF TARRANT

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

GIVEN under my hand and seal of office this Nov. 11th, 2025.

Brenda Ross

Notary Public, in and for
State of Texas



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

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 21, 2019

Grantor: JOE HUIZAR and wife, AVELINA P. HUIZAR

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

Grantee: FREDRICK LOPEZ, a single man; and

REBECCA LOPEZ

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

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration and a note of even date executed by Grantee, in the principal amount of Thirty-Nine Thousand and 00/100 Dollars (\$39,000.00), payable to the order of Grantor. Said note bears interest and is due and payable as therein set out, and provides for acceleration of maturity and payment of attorney's fees in the event of default. It is secured by a Vendor's Lien retained in favor of Grantor, in this Deed and by a Deed of Trust of even date from Grantee to MATTHEW K. FRANKLIN, Trustee.

Property (together with all improvements):

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

Reservations from Conveyance:

- NONE

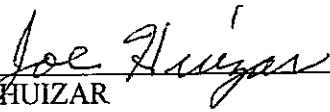
Exceptions to Conveyance and Warranty:

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

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The Vendor's Lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this Deed shall become absolute.

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



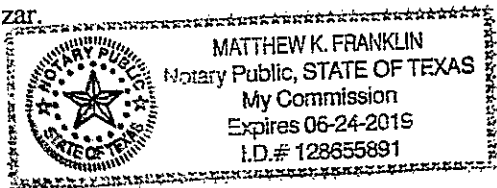
JOE HUIZAR



AVELINA P. HUIZAR

THE STATE OF TEXAS :

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

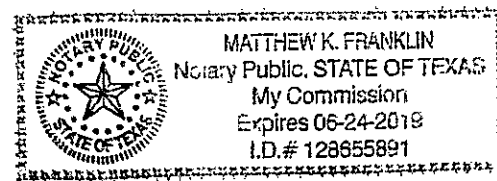




NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS :

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





NOTARY PUBLIC, STATE OF TEXAS

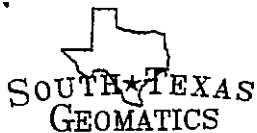
PREPARED IN THE LAW OFFICE OF:

Matthew K. Franklin
120 Preston Street
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Fredrick Lopez
428 Sendero Dr.
Pleasanton, TX 78064

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



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

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
34.46 Acres

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

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

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

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

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

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


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

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

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



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


**SOUTH TEXAS
GEOMATICS**

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

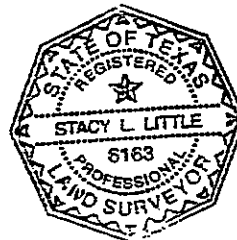
Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

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

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


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



- LEGEND**
- Double 1/2" dia. capped iron rod stamped "LITTLE 6163" and found, unless otherwise noted.
 - Double 1/2" dia. capped iron rod stamped "LITTLE 6163" and found, unless otherwise noted.
 - Double 3/8" dia. iron rod found, unless otherwise noted.
 - Double Type I Concrete Highway Monument found, unless otherwise noted.
 - Wire Fence
 - - - - - Dedic.
 - - - - - Patent Line
 - (M) Measured Bearing & Distance
 - (C) Recorded Bearing & Distance
 - P.O.B. Point of Beginning
 - dk. Corner
 - CP Corner Fence Post
 - IR Iron Rod Found
 - CRF Capped Iron Rod Found
 - r.w. Right-of-Way

Disclaimer: This survey was prepared for my signature in blue ink and may not be used along with my job and may not be used for any other purpose. If this survey is used for any other purpose, the user assumes all liability for any errors or omissions. This is a plat and does not constitute a deed. It is a plat and only has legal effect if it is filed in the proper office. See Texas Constitution and Chapter 1, Title 2, P.L.S. No. 6163 for more information.

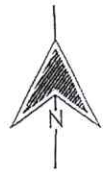
(A) (1.00 acre remainder) Joe A. Huizar and wife, Lina Huizar Called 4.36 Acres Book 144, Page 593 Deed Records of Atascosa County, Texas

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

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

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

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

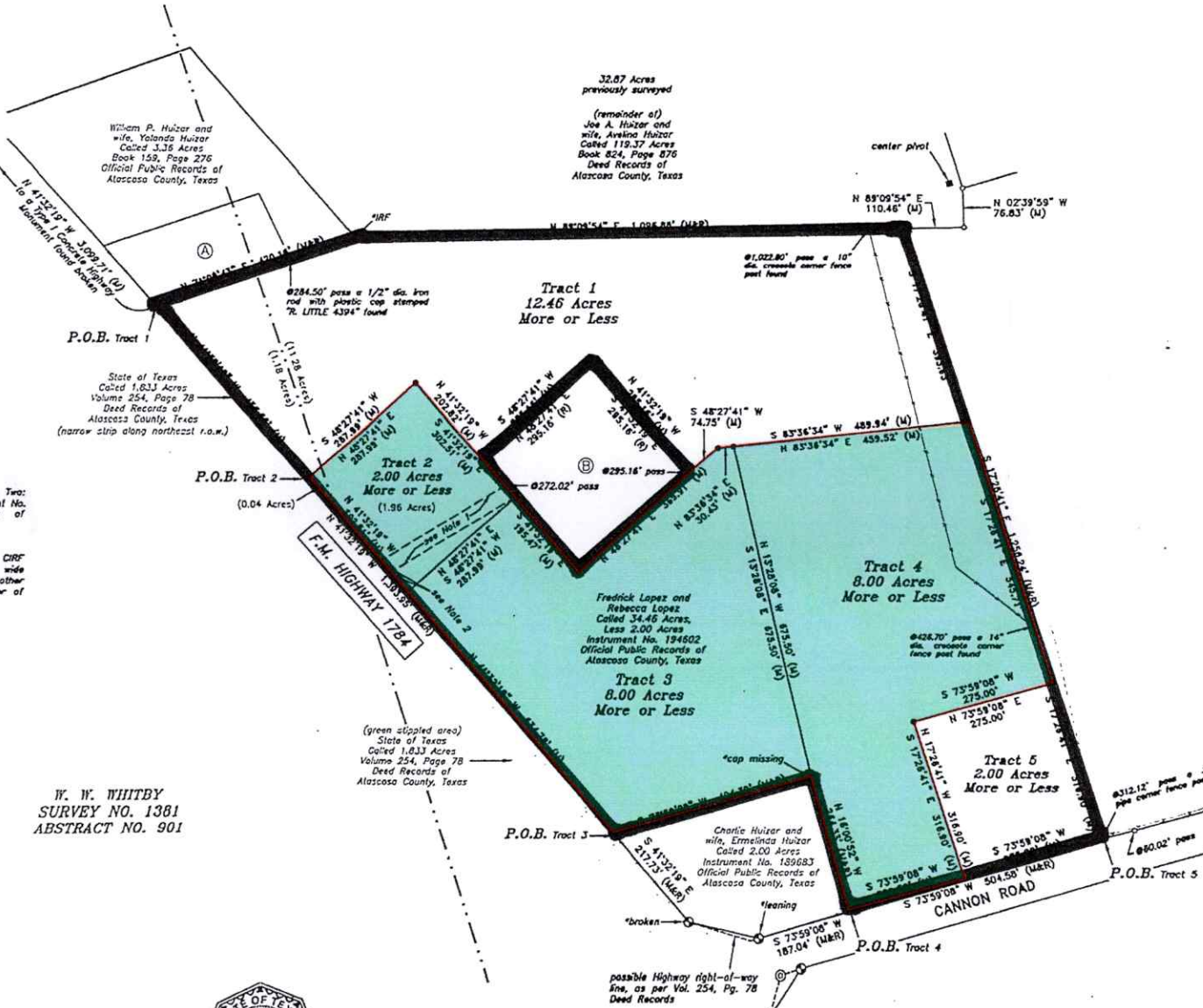


BASIS OF BEARINGS

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

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

Surveyor's Note: This plat represents a boundary survey only. There may be encumbrances recorded or unrecorded that may affect the property shown hereon. Always use the Texas One Call System or www.texas111.org, before performing any excavations.



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

MARY JORDAN
SURVEY NO. 1085
ABSTRACT NO. 505

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



I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this survey was done by me or under my direct supervision and that I am a duly licensed and bonded professional surveyor. This plat is to be attached and made a part of the accompanying description.

SOUTH TEXAS GEOMATICS
Land Surveying & Mapping

Texas Firm No. 18184900
Stacy L. Little | R.P.L.S. No. 6163
P.O. Box 144 | Callahan | Texas 78007
southtexasgeom.com
(512) 648-0327

| | |
|-------|------------|
| SHEET | 1 OF 1 |
| SCALE | 1"=150' |
| DATE | 12/20/2023 |
| V.O.# | 20210056 |

| FIELD WORK | DATE | BY |
|-------------|------------|--------|
| SEARCHED | 12/20/2023 | S.L.L. |
| INDEXED | 12/20/2023 | S.L.L. |
| FINAL CHECK | 12/20/2023 | S.L.L. |
| UP DATE | | |
| REVISION | | |

EXHIBIT A

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



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

Land Surveying & Mapping
Texas Firm No. 10186900

(Definitions, Abbreviations & Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Tract 2
2.00 Acres

DESCRIPTION OF 2.00 ACRES, more or less, being out of a called 34.46 acres, less 2.00 acres, described in a Warranty Deed with Vendor's Lien from Joe Huizar and wife, Avelina P. Huizar to Fredrick Lopez and Rebecca Lopez, dated February 21st, 2019, recorded in Instrument No. 194602 of the Official Public Records of Atascosa County, Texas, said 34.46 acres being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina P. Huizar, dated the 13th day of June, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 2.00 acres being comprised of approximately 0.04 acres of the W. W. Whitby Survey No. 1381, Abstract No. 901, and approximately 1.96 acres of the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, said 2.00 acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 20th, 2023, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being on or near the northeast boundary of a called 1.833 acres described in a Right-of-Way Deed from J. C. Suggs Estate, et alii (et al.) to the State of Texas, dated the 21st day of January, 1956, recorded in Volume 254, Page 78 et seq. of the Deed Records of Atascosa County, Texas, being on the westerly southwest boundary of said 34.46 acres, being on the apparent southwest boundary of said 119.37 acres, being a westerly south corner of a 12.46 acre tract, Tract 1, also surveyed this day, for the west corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the northeast right-of-way of F. M. Highway 1784, being the northwest corner of said 12.46 acre tract, Tract 1, and said 34.46 acres, bears North 41° 32' 19" West, (Record Bearing), a distance of 456.66 feet;

THENCE crossing and passing through said 34.46 acres and said 119.37 acres, the following three (3) calls:

1. **North 48° 27' 41" East**, a distance of **287.99 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for an interior angle corner of said 12.46 acre tract, Tract 1, for the north corner of this tract;
2. **South 41° 32' 19" East**, at 202.82 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the west corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Fredrick A. Lopez, dated February 21st, 2019, recorded in Instrument No. 194601 of the Official Public Records of Atascosa County, Texas, and continuing along same course, at 272.02 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the southwest boundary of said 2.00 acres, being the north corner of a called 30.00 foot (ft.) wide easement described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Fredrick A. Lopez, dated February 21st, 2019, recorded in Instrument No. 194601 of the Official Public Records of Atascosa County, Texas, and continuing along same course, for a total distance of **302.51 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the southwest boundary of said 2.00 acres, being the east corner of said 30.00 ft. wide easement, being the north corner of an 8.00 acre tract, Tract 3, also surveyed this day, for the east corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the south corner of said 2.00 acres, bears South 41° 32' 19" East, a distance of 195.47 feet;
3. **South 48° 27' 41" West**, a distance of **287.99 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being on or near the northeast boundary of said 1.833 acres, being on the westerly southwest boundary of said 34.46 acres, being on the apparent southwest boundary of said 119.37 acres, being the west corner of said 8.00 acre tract, Tract 3, for the south corner of this tract;

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



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(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Definitions, Abbreviations & Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Tract 2
2.00 Acres

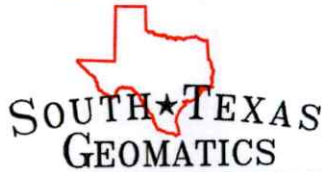
THENCE North 41° 32' 19" West, (Record Bearing), with the northeast right-of-way of F. M. Highway 1784, along or near the northeast boundary of said 1.833 acres, with the westerly southwest boundary of said 34.46 acres, with the apparent southwest boundary of said 119.37 acres, and generally along a barbed wire fence, at 52.46 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the south corner of said 30.00 ft. wide easement, and continuing along same course, at 82.95 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the west corner of said 30.00 ft. wide easement, and continuing along same course, for a total distance of **302.51 feet** to the **POINT OF BEGINNING**; said described tract containing 2.00 acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 20th day of December, 2023. This description is to be attached and made a part of the accompanying plat.

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

EXHIBIT B

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



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

Land Surveying & Mapping
Texas Firm No. 10186900

(Definitions, Abbreviations & Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Tract 3
8.00 Acres

DESCRIPTION OF 8.00 ACRES, more or less, being out of a called 34.46 acres, less 2.00 acres, described in a Warranty Deed with Vendor's Lien from Joe Huizar and wife, Avelina P. Huizar to Fredrick Lopez and Rebecca Lopez, dated February 21st, 2019, recorded in Instrument No. 194602 of the Official Public Records of Atascosa County, Texas, said 34.46 acres being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina P. Huizar, dated the 13th day of June, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 8.00 acres being within the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, and having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 20th, 2023, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on northeast right-of-way of F. M. Highway 1784, being on or near the northeast boundary of a called 1.833 acres described in a Right-of-Way Deed from J. C. Suggs Estate, et alii (et al.) to the State of Texas, dated the 21st day of January, 1956, recorded in Volume 254, Page 78 et seq. of the Deed Records of Atascosa County, Texas, being the northwest corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being on the apparent southwest boundary of said 119.37 acres, being the upper southwest corner of said 34.46 acres, for the southwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found broken for an interior angle corner on the northeast right-of-way of F. M. Highway 1784, being an exterior angle corner of said 2.00 acres and said 119.37 acres, bears South 41° 32' 19" East, a distance of 217.73 feet;

THENCE North 41° 32' 19" West, (Record Bearing), with the northeast right-of-way of F. M. Highway 1784, along or near the northeast boundary of said 1.833 acres, with the westerly southwest boundary of said 34.46 acres, with the apparent southwest boundary of said 119.37 acres, and generally along a barbed wire fence, a distance of **634.78 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being on or near the northeast boundary of said 1.833 acres, being on the westerly southwest boundary of said 34.46 acres, being on the apparent southwest boundary of said 119.37 acres, being the south corner of a 2.00 acre tract, Tract 2, also surveyed this day, for the west corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the south corner of a 30.00 foot (ft.) wide easement described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Fredrick A. Lopez, dated February 21st, 2019, recorded in Instrument No. 194601 of the Official Public Records of Atascosa County, Texas, bears North 41° 32' 19" West, a distance of 52.46 feet;

THENCE crossing and passing through said 34.46 acres and said 119.37 acres, the following five (5) calls:

1. **North 48° 27' 41" East**, a distance of **287.99 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the east corner of said 30.00 ft. wide easement, being on the southwest boundary of a 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Fredrick A. Lopez, dated February 21st, 2019, recorded in Instrument No. 194601 of the Official Public Records of Atascosa County, Texas, for the north corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the north corner of said 30.00 ft. wide easement, being on the southwest boundary of said 2.00 acre tract, bears North 41° 32' 19" West, a distance of 30.49 feet;
2. **South 41° 32' 19" East**, with the southwest boundary of said 2.00 acres, a distance of **195.47 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the south corner of said 2.00 acre tract, for an interior angle corner of this tract;

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



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

Land Surveying & Mapping

Texas Firm No. 10186900

(Definitions, Abbreviations & Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Tract 3
8.00 Acres

3. **North 48° 27' 41" East**, with the southeast boundary of said 2.00 acres, at 295.16 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the east corner of said 2.00 acres, being an easterly south corner of a 12.46 acre tract, Tract 1, also surveyed this day, and continuing along same course, for a total distance of **369.91 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for an interior angle corner of said 12.46 acre tract, Tract 1, for an exterior angle corner of this tract;
4. **North 83° 36' 34" East**, a distance of **30.43 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the south boundary of said 12.46 acre tract, Tract 1, being the northwest corner of another 8.00 acre tract, Tract 4, also surveyed this day, for the northeast corner of this tract;
5. **South 13° 28' 08" East**, a distance of **675.50 feet** to a ½ inch diameter iron rod found (cap missing) for a slight exterior angle corner of said 8.00 acre tract, Tract 4, being the northeast corner of the aforementioned 2.00 acres described in Instrument No. 189683, for the southeast corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the apparent northwest boundary of Cannon Road, being the southeast corner of said 2.00 acres described in Instrument No. 189683, being the southwest corner of said 8.00 acre tract, Tract 4, being the lower southwest corner of said 34.46 acres, bears South 16° 00' 52" East, a distance of 264.33 feet, (Record Distance);
THENCE South 73° 59' 08" West, (Record Bearing), with the northwest boundary of said 2.00 acres described in Instrument No. 189683, with the upper southeast boundary of said 34.46 acres, and generally along a barbed wire fence, a distance of **404.39 feet**, (Record Distance), to the **POINT OF BEGINNING**; said described tract containing 8.00 acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 20th day of December, 2023. This description is to be attached and made a part of the accompanying plat.

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

EXHIBIT C

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



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(Definitions, Abbreviations & Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Tract 4
8.00 Acres

DESCRIPTION OF 8.00 ACRES, more or less, being out of a called 34.46 acres, less 2.00 acres, described in a Warranty Deed with Vendor's Lien from Joe Huizar and wife, Avelina P. Huizar to Fredrick Lopez and Rebecca Lopez, dated February 21st, 2019, recorded in Instrument No. 194602 of the Official Public Records of Atascosa County, Texas, said 34.46 acres being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina P. Huizar, dated the 13th day of June, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 8.00 acres being within the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, and having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 20th, 2023, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the apparent northwest boundary of Cannon Road, being on the southeast boundary of said 119.37 acres, being the southeast corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being the lower southwest corner of said 34.46 acres, for the southwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found leaning at the intersection of the apparent northwest boundary of Cannon Road with the northeast right-of-way of F. M. Highway 1784, being an exterior angle corner of said 2.00 acres and said 119.37 acres, bears South 73° 56' 08" West, (Record Bearing), a distance of 187.04 feet, (Record Distance);

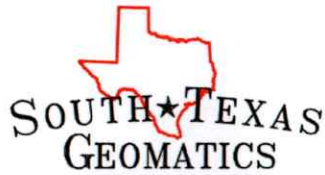
THENCE North 16° 00' 52" West, (Record Bearing), with the northeast boundary of said 2.00 acres, crossing and passing through said 119.37 acres, with an easterly southwest boundary of said 34.46 acres, and generally along a barbed wire fence, a distance of **264.33 feet**, (Record Distance), to a ½ inch diameter iron rod found (cap missing) for the northeast corner of said 2.00 acres, being the southeast corner of another 8.00 acre tract, Tract 3, also surveyed this day, being an interior angle corner of said 34.46 acres, for a slight exterior angle corner of this tract;

THENCE crossing and passing through said 34.46 acres and said 119.37 acres, the following two (2) calls:

1. **North 13° 28' 08" West**, a distance of **675.50 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the northeast corner of said 8.00 acre tract, Tract 3, being on a south boundary of a 12.46 acre tract, Tract 1, also surveyed this day, for the northwest corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for an exterior angle corner of said 8.00 acre tract, Tract 3, being an interior angle corner of said 12.46 acre tract, Tract 1, bears South 83° 36' 34" West, a distance of 30.43 feet;
2. **North 83° 36' 34" East**, a distance of **459.52 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the southwest boundary of a 41.98 acre tract previously surveyed, being on the northeast boundary of said 34.46 acres, being the southeast corner of said 12.46 acre tract, Tract 1, for the northeast corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found for the northeast corner of said 34.46 acres, being the northeast corner of said 12.46 acres, Tract 1, bears North 17° 26' 41" West, a distance of 393.63 feet;

THENCE South 17° 26' 41" East, (Record Bearing), with the southwest boundary of said 41.98 acres, with the northeast boundary of said 34.46 acres, at 426.70 feet pass a 14 inch diameter creosote corner fence post found, and continuing along same course, generally along a barbed wire fence, for a total distance of **545.71 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the southwest boundary of said 41.98 acres, being on

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The State of Texas §
County of Atascosa §

Tract 4
8.00 Acres

the northeast boundary of said 34.46 acres, being the northeast corner of a 2.00 acre tract, Tract 5, also surveyed this day, for the upper southeast corner of this tract; from **WHENCE** a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" found on the apparent northwest boundary of Cannon Road, being on the southeast boundary of said 119.37 acres, being the southwest corner of said 41.98 acres, being the southeast corner of said 34.46 acres and said 2.00 acre tract, Tract 5, bears South 17° 26' 41" East, at 312.12 feet pass a 3 inch diameter pipe corner fence post found, and continuing along same course, for a total distance of 316.90 feet;

THENCE crossing and passing through said 34.46 acres and said 119.37 acres, the following two (2) calls:

1. **South 73° 59' 08" West**, a distance of **275.00 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the northwest corner of said 2.00 acre tract, Tract 5, for an interior angle corner of this tract;
2. **South 17° 26' 41" East**, a distance of **316.90 feet** to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the apparent northwest boundary of Cannon Road, being on the lower southeast boundary of said 34.46 acres, being on the southeast boundary of said 119.37 acres, being the southwest corner of said 2.00 acre tract, Tract 5, for the lower southeast corner of this tract;

THENCE South 73° 59' 08" West, (Record Bearing), with the apparent north boundary of Cannon Road, with the lower southeast boundary of said 34.46 acres, with the southeast boundary of said 119.37 acres, running laterally and just southeast of a barbed wire fence, a distance of **229.58 feet** to the **POINT OF BEGINNING**; said described tract containing 8.00 acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 20th day of December, 2023. This description is to be attached and made a part of the accompanying plat.

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

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 four tracts out of 34.46 acres, more or less, described in a Warranty Deed, Instrument Number 194602, Official Public Records, Atascosa County, Texas, and being currently owned by Fredrick Lopez and Rebecca Lopez is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 11/24/2025
Item Title: Exception - Ramos/Ruvalcaba Webb Rd
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Certificate of Exception for the Ramos/Ruvalcaba Family on Webb Rd. and
Development: Private Road D85 in Precinct 2.

ATTACHMENTS

Ramos/Ruvalcaba Registration Packet
Ramos/Ruvalcaba Certificate of Exception



Registration for Division of Land in Atascosa County

I Bryan Ramos, am the owner of the attached filed division of land located at Breezy Oaks Ranch Lot 4 of Tract 5 12.691 (legal description). I have had the division of

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

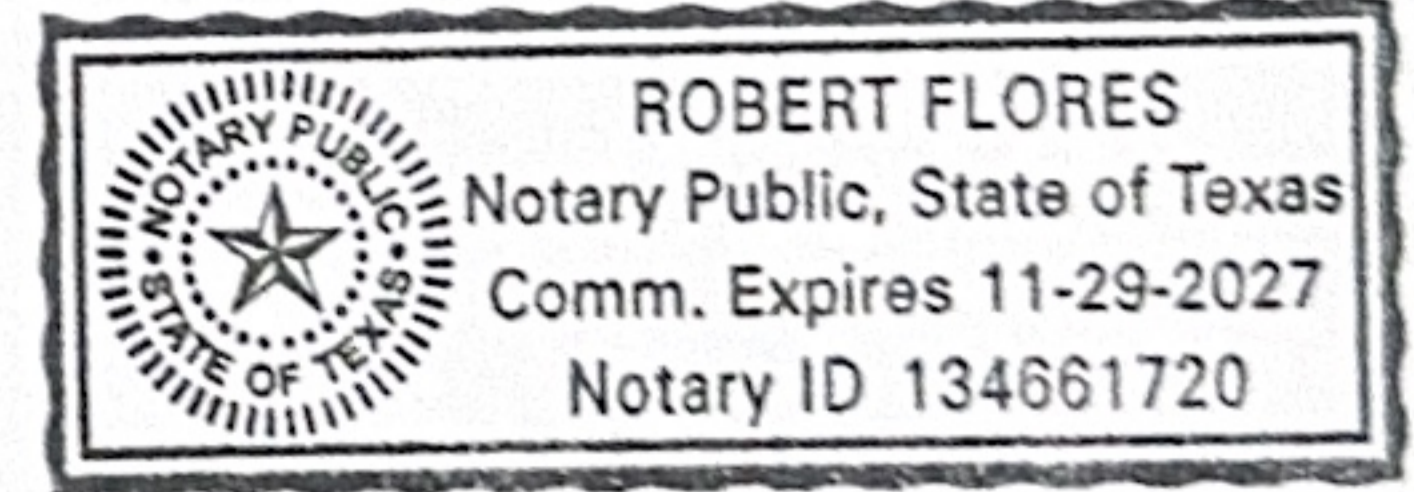
Exception Type (see attachment for definitions of each type):

- Agricultural Use
- Family
- 10+ Acres
- Veterans Land Board
- State Agency
- Political Subdivision
- Divided into two parts
- All parts to original owner

Date: 10/16/25

Signature: [Handwritten Signature]

Printed Name: Bryan Ramos





ACKNOWLEDGMENT

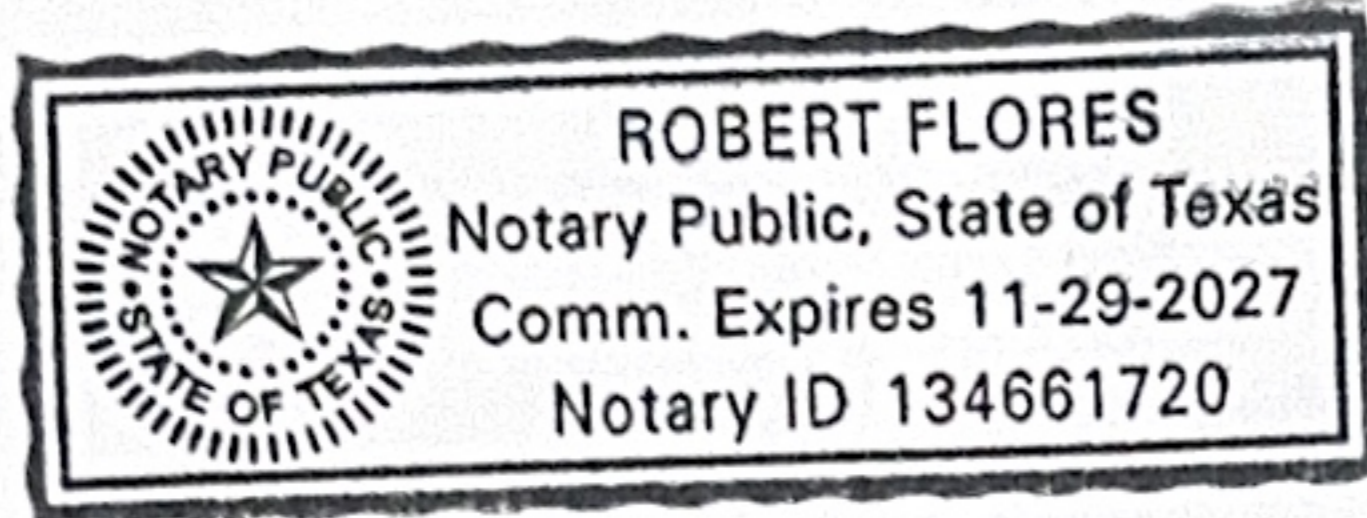
STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Bryan Ramos, 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 10th October, ~~2020~~ 2025

[Signature]



Notary Public, in and for
State of Texas



Registration for Division of Land in Atascosa County

I Samuel Ramos, am the owner of the attached filed division of land located at Breezy Oaks Ranch Lot Pp. of Tract 5 12.691 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

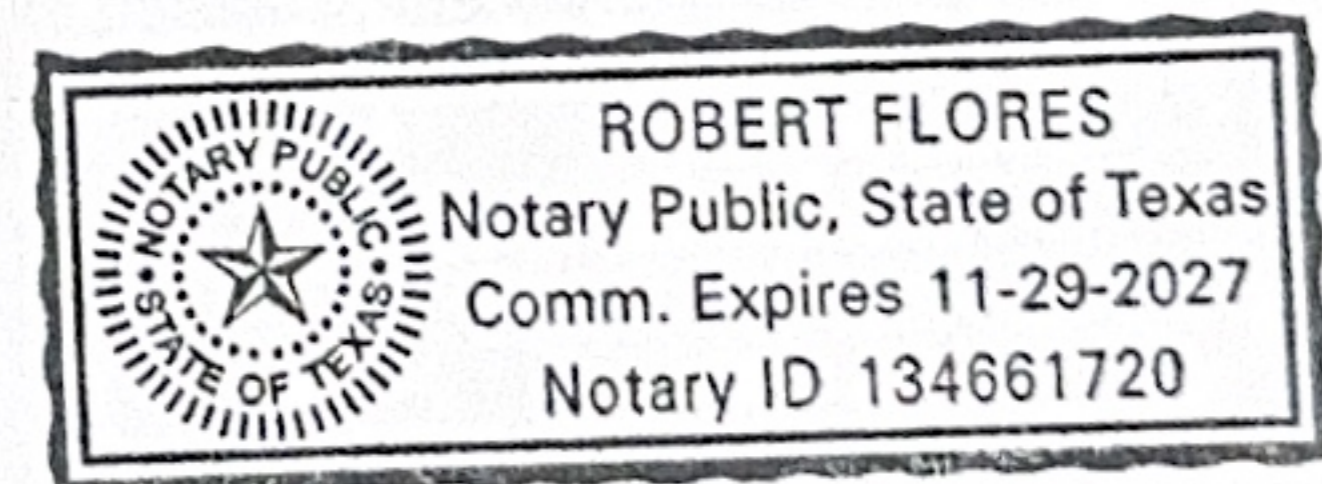
State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Date: 10-16-2025



Signature:

Samuel Ramos

Printed Name:

SAMUEL RAMOS



ACKNOWLEDGMENT

STATE OF TEXAS

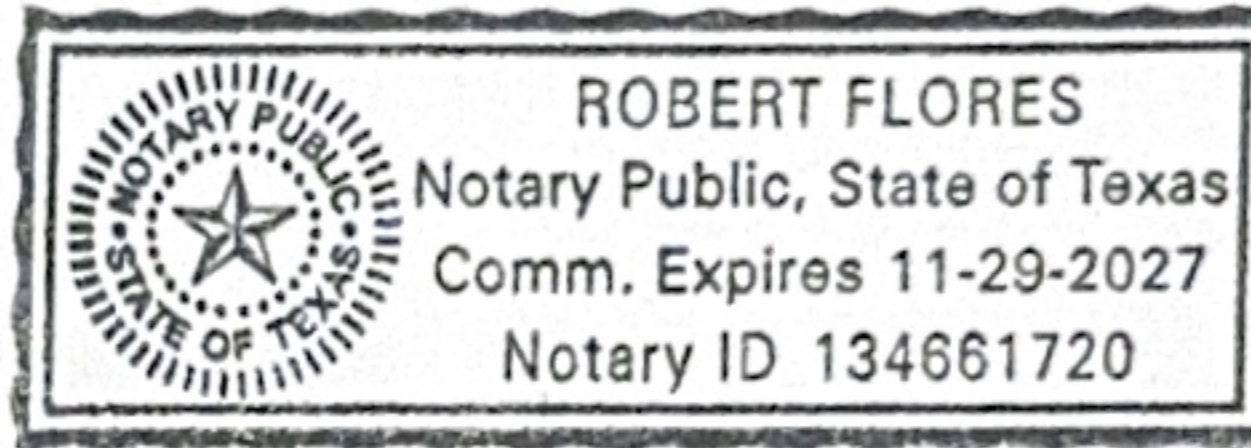
COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared SAMUEL RAMOS, 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 16th October, 2020. 2025

[Signature]

Notary Public, in and for
State of Texas





Registration for Division of Land in Atascosa County

I Jose A Rovalcaba, am the owner of the attached filed division of land located at Breezy Oaks Ranch Lot Pt of Tract 5 12.691 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Date: 10-18-25

Signature:

Printed Name:

Jose A. Rovalcaba



ACKNOWLEDGMENT

STATE OF TEXAS

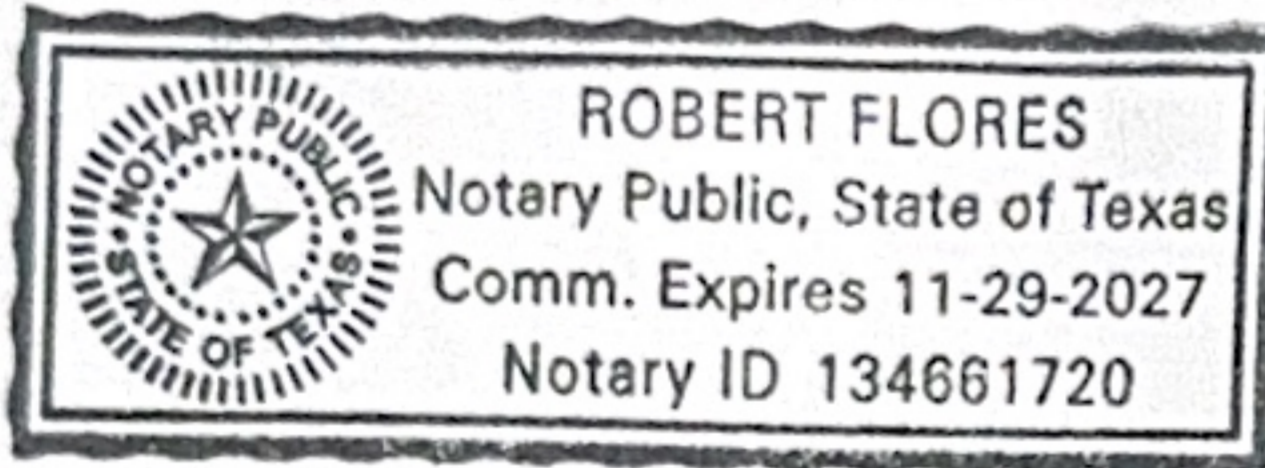
COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jose Kvakaba, 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 18 October, 2020. 2025

[Signature]

Notary Public, in and for
State of Texas





Registration for Division of Land in Atascosa County

Erika Rodriguez Ruvalcaba am the owner of the attached filed division of land located at Breezy Oaks Ranch Lot PT of Tract 5 12.691 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

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

Date: 10/21/2025

Signature:

Erika Rodriguez Ruvalcaba

Printed Name:

Erika Rodriguez Ruvalcaba



ACKNOWLEDGMENT

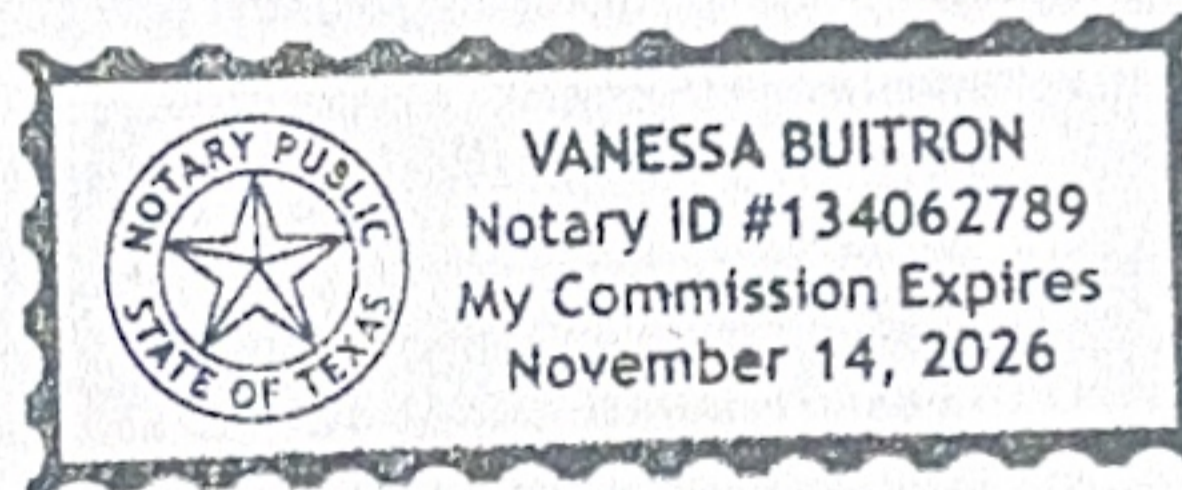
STATE OF TEXAS

COUNTY OF DeFur

BEFORE ME, the undersigned Notary Public, on this day personally appeared Erika Rodriguez 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 10/21/2025, ~~2020~~

Notary Public, in and for
State of Texas





TTT/GF# 1317744 /Closer SV /\$ _____

GF# 11317NW

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

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ATASCOSA §

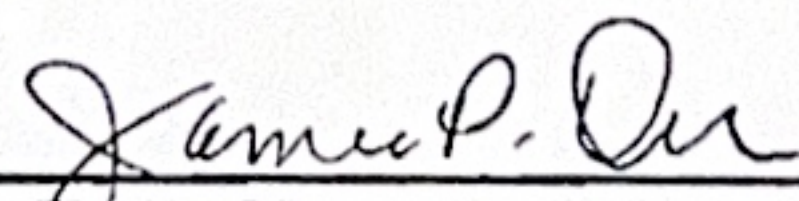
THAT, **JAMES P. ORR**, hereinafter called Grantor (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations in hand paid by **SAMUEL OLMOS RAMOS, BRYAN RAMOS, JOSE ALBERTO RUVALCABA and ERIKA RUVALCABA RODRIGUEZ**, hereinafter called Grantee (whether one or more), whose mailing address is: 9913 RAVENFIELD, SAN ANTONIO, TX 78245, the receipt of which is hereby acknowledged, and for the further consideration that the Grantee has executed and delivered one certain promissory note of even date herewith in the original principal sum of **ONE HUNDRED THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$138,000.00)**, payable to the order of Grantor herein, at such place as is designated by Grantor, bearing interest and payable as in said note provided; said note containing the usual provisions for attorney's fees and acceleration of maturity in case of default and being secured by Vendor's Lien herein and hereby expressly retained in favor of the holder thereof on the property hereinafter described, and as further security for the payment of said indebtedness, the SUPERIOR TITLE and VENDOR'S LIEN of said property are hereby retained by Grantor herein, until the whole of said note has been fully paid; said note being additionally secured by a Deed of Trust of even date herewith to **NORTH O. WEST**, Trustee; has GRANTED, SOLD and CONVEYED and by these presents Grantor does hereby GRANT, SELL and CONVEY unto Grantee herein, the following described real property together with all improvements thereon situated in Atascosa County, Texas, described as follows, to-wit:

Being 12.689 acres of land, more or less, out of the Valentino Trevino Survey No. 79, Abstract No. 866, Atascosa County, Texas, out of Tract 5 of the Breezy Oaks Ranch Subdivision as shown on survey drawing recorded in Volume 413, Page 128 of the Deed Records of Atascosa County, Texas, and being the same property recorded in Clerk's File No. 173032, Official Public Records of Atascosa County, Texas, said 12.689 acres being more particularly described by metes and bounds in the Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee herein, Grantee's heirs, successors and/or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, successors and/or assigns, TO WARRANT and FOREVER DEFEND all and singular the said premises unto the Grantee herein, Grantee's heirs, successors and/or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance and the warranties of title given herein are made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations, of record affecting the property herein conveyed.

EXECUTED ON THE FOLLOWING DATE: February 10, 2017.

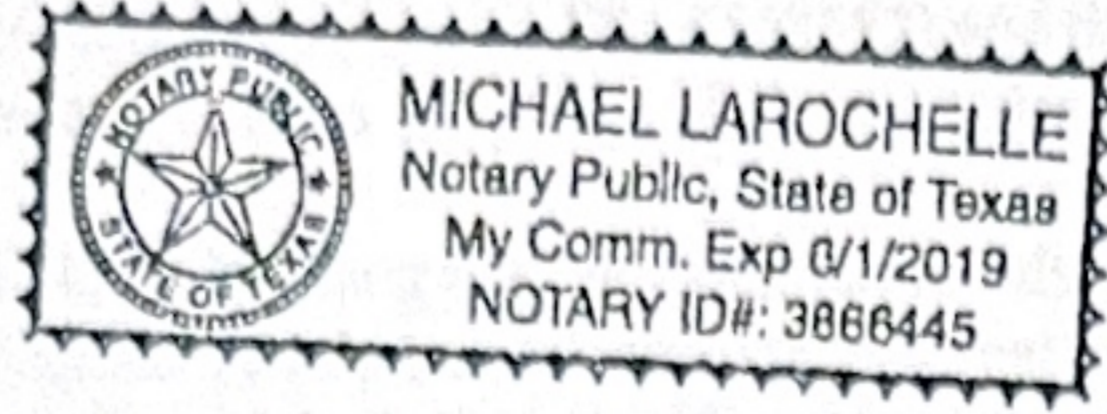


JAMES P. ORR

(ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was ACKNOWLEDGED before me, on this the 10 day of February, 20 17, by JAMES P. ORR.



[Signature]

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Prepared in the Law Offices of:

West & West

Attorneys at Law, P.C.
2929 Mossrock, Suite 204
San Antonio, Texas 78230

THENCE along the centerline of said 30 foot Road Extension, South 89 degrees 59 minutes 59 seconds West, a distance of 446.84 feet (called 446.84 feet) to a point for an interior angle of this 12.559 acre, same being the northeast corner of said Hernandez 3.789 acre, said point bears North 71 degrees 33 minutes 34 seconds West, a distance of 0.54 feet from the center of a metal fence post;

North 89 degrees 29 minutes 41 seconds West (called South 89 degrees 59 minutes 59 seconds West), a distance of 371.21 feet (called 371.21 feet) to a point for the upper southwest corner of this 12.559 acre, same being the northeast corner of said Hernandez 3.789 acres and on the West line of said Tract 5, same also being on the East Right-of-Way line of Welch Road, a 40 foot Right-of-Way, said point bears South 28 degrees 15 minutes 33 seconds East, a distance of 1.21 feet from the center of a metal fence post;

THENCE along the East Right-of-Way line of said Welch Road, North 60 degrees 17 minutes 26 seconds West (called North 60 degrees 17 minutes 26 seconds West), a distance of 123.74 feet to a point for the southeast corner of this 12.559 acre, same being the northeast corner of said Tract 5 and the east line of said Tract 11;

THENCE along the east line of said Tract 1, North 89 degrees 41 minutes 49 seconds West (called South 89 degrees 41 minutes 49 seconds West), a distance of 341.99 feet (called 341.99 feet) to the POINT OF BEGINNING and thence by said Tract 1, land more or less.

[Signature]
Mark J. Swaid
Registered Professional Land Surveyor
Texas Registration No. 3894
February 2, 2017



Exhibit A
METES AND BOUNDS

Being 12.689 acres of land, more or less, out of the Valentino Trevino Survey No. 79, Abstract No. 866, Atascosa County, Texas, out of Tract 5 of the Breezy Oaks Ranch Subdivision as shown on survey drawing recorded in Volume 413, Page 128 of the Deed Records of Atascosa County, Texas, and being the same property recorded in Clerk's File No. 173032, Official Public Records of Atascosa County, Texas, said 12.689 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for the northeast corner of this 12.689 acres, same being the northeast corner of said Tract 5 and the southeast corner of Tract 1 of said Breezy Oaks Ranch Subdivision, same also being the southwest corner of the Richard E. Hernandez, et ux 10.000 acres (Clerk's File #163582) and the northwest corner of the Thaddeus J. Crawford 8.240 acres (Volume 157, Page 103), same also being the **POINT OF BEGINNING**;

THENCE along the line common to this 12.689 acres and said Crawford 8.240 acres, South 00 degrees 16 minutes 19 seconds East (called South 00 degrees 13 minutes 00 seconds West), passing a 1 inch iron pipe found 0.38 feet East of line at the North line of a 50 foot Road Easement shown on Plat of said Breezy Oaks Ranch Subdivision at 942.79 feet, and continuing a total distance of 967.11 feet (called 927.29 feet) to a point for the southeast corner of this 12.689 acres, same being on the centerline of said 50 foot Road Easement known as PR D85 and the southeast corner of said Tract 1, the southwest corner of said Crawford 8.240 acres, and the North common corner of Tracts 10 and 9 of said Breezy Oaks Ranch Subdivision, from which a 1 inch iron pipe found on the South line of said 50 foot Road Easement bears South 00 degrees 16 minutes 19 seconds East (South 00 degrees 13 minutes 00 seconds West), a distance of 25.06 feet;

THENCE along the centerline of said 50 foot Road Easement, South 89 degrees 29 minutes 41 seconds West (called South 89 degrees 59 minutes 00 seconds West), a distance of 370.92 feet to a point for the lower southwest corner of this 12.689 acres, same being on the common line of said Tracts 5 and 9 at the southeast corner of the Benjamin Hernandez 3.789 acres (Clerk's File #160649);

THENCE along the lines common to this 12.689 acres and said Hernandez 3.789 acres, the following courses and distances:

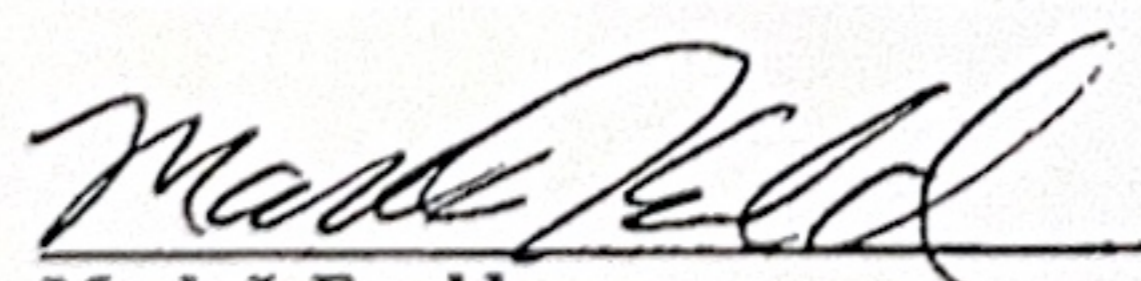
North 00 degrees 16 minutes 19 seconds West (called North 00 degrees 13 minutes 00 seconds East), a distance of 444.84 feet (called 445.02 feet) to a point for an interior angle of this 12.689 acres, same being the northeast corner of said Hernandez 3.789 acres, said point bears South 71 degrees 33 minutes 38 seconds West, a distance of 0.55 feet from the center of a metal fence post;

South 89 degrees 29 minutes 41 seconds West (called South 89 degrees 59 minutes 00 seconds West), a distance of 371.21 feet (called 370.92 feet) to a point for the upper southwest corner of this 12.689 acres, same being the northwest corner of said Hernandez 3.789 acres and on the West line of said Tract 5, same also being on the East Right-of-Way line of Webb Road, a 60 foot Right-of-Way, said point bears South 38 degrees 33 minutes 38 seconds East, a distance of 1.21 feet from the center of a metal fence post;

THENCE along the East Right-of-Way line of said Webb Road, North 00 degrees 15 minutes 25 seconds West (called North 00 degrees 13 minutes 00 seconds East), a distance of 522.75 feet to a point for the northwest corner of this 12.689 acres, same being the northwest corner of said Tract 5 and the southwest corner of said Tract 1;

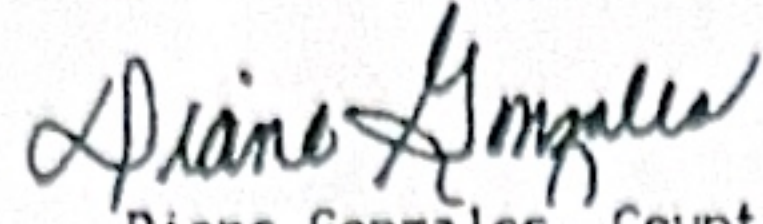
THENCE along the line common to this 12.689 acres and said Tract 1, North 89 degrees 31 minutes 54 seconds East (called South 89 degrees 58 minutes 47 seconds East), a distance of 741.99 feet (called 741.84 feet) to the **POINT OF BEGINNING** and containing 12.689 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.


Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
February 3, 2017



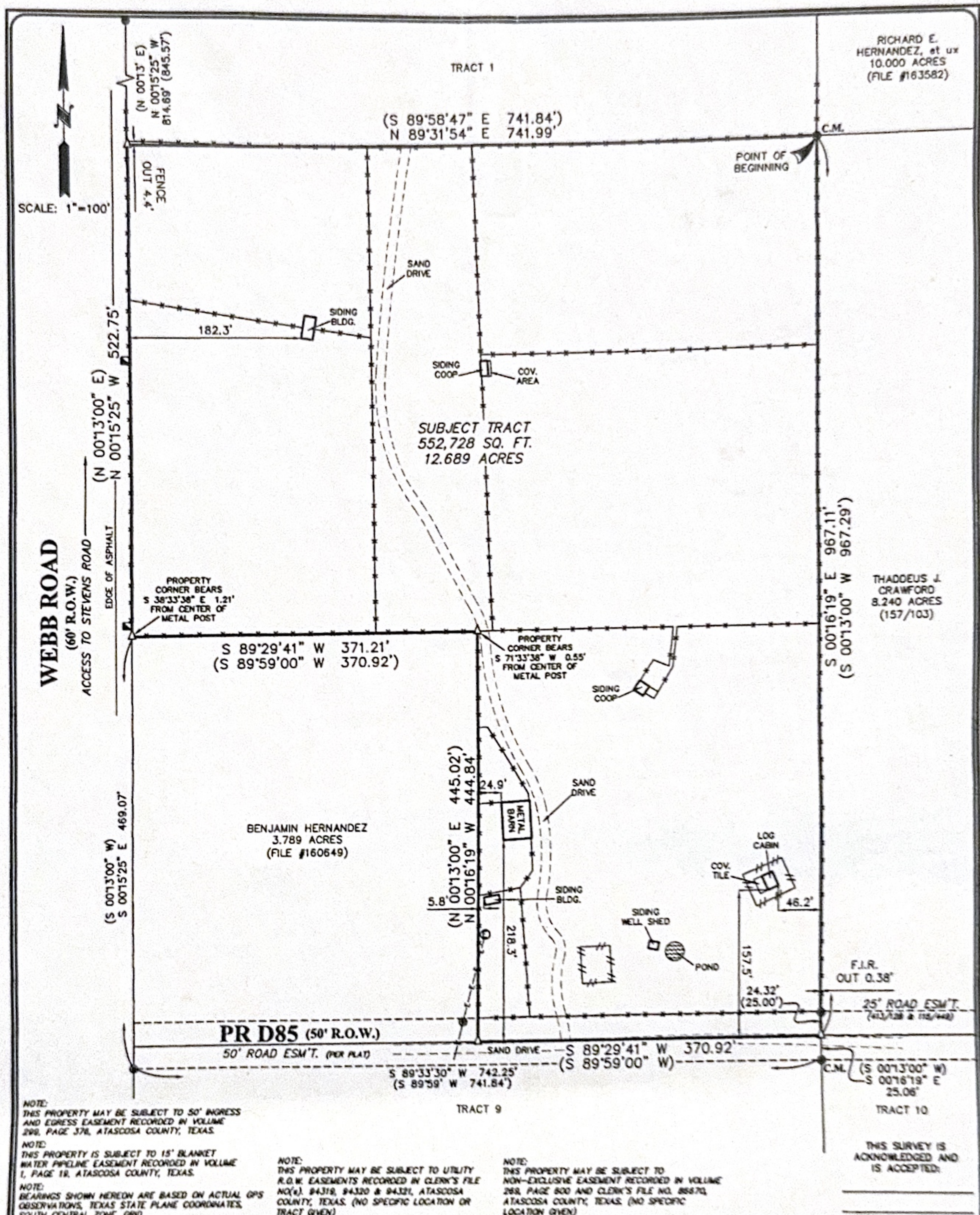
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County, Texas

February 14, 2017 02:06:28 PM

FEE: \$34.00 KPONTON 177009
LDVL



NOTE: THIS PROPERTY MAY BE SUBJECT TO 50' INGRESS AND EGRESS EASEMENT RECORDED IN VOLUME 298, PAGE 378, ATASCOSA COUNTY, TEXAS.

NOTE: THIS PROPERTY IS SUBJECT TO 15' BLANKET WATER PIPELINE EASEMENT RECORDED IN VOLUME 1, PAGE 18, ATASCOSA COUNTY, TEXAS.

NOTE: BEARINGS SHOWN HEREIN ARE BASED ON ACTUAL GPS OBSERVATIONS, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, GRID.

NOTE: THIS PROPERTY MAY BE SUBJECT TO UTILITY R.O.W. EASEMENTS RECORDED IN CLERK'S FILE NO(s). 84318, 84320 & 84321, ATASCOSA COUNTY, TEXAS. (NO SPECIFIC LOCATION OR TRACT GIVEN)

NOTE: THIS PROPERTY MAY BE SUBJECT TO NON-EXCLUSIVE EASEMENT RECORDED IN VOLUME 288, PAGE 800 AND CLERK'S FILE NO. 88870, ATASCOSA COUNTY, TEXAS. (NO SPECIFIC LOCATION GIVEN)

THIS SURVEY IS ACKNOWLEDGED AND IS ACCEPTED:



FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 48013C, Panel No. 0075C, which is Dated 11/20/2010. By stating from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s).... Because this is a boundary survey, the surveyor did not take any actions to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or State or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at <http://www.fema.gov/index.htm>.

Property Address:
1515 STEVENS ROAD
Property Description:
Being 12.689 acres of land, more or less, out of the Valentina Trevino Survey No. 78, Abstract No. 868, Atascosa County, Texas, out of Tract 3 of the Breezy Oaks Ranch Subdivision as shown on a survey drawing recorded in Volume 413, Page 128 of the Deed Records of Atascosa County, Texas, and being the same property recorded in Clerk's File No. 173032, Official Public Records of Atascosa County, Texas, said 12.689 acres being more particularly described by metes and bounds attached hereto.
Owner:
ERICKA RUIVALCABA RODRIGUEZ

FIRM REGISTRATION NO. 1011700

Westar Alamo
LAND SURVEYORS, L.L.C.
P.O. BOX 1036 HELOTEN, TEXAS 78023-1036
PHONE (210) 372-8900 FAX (210) 372-8999

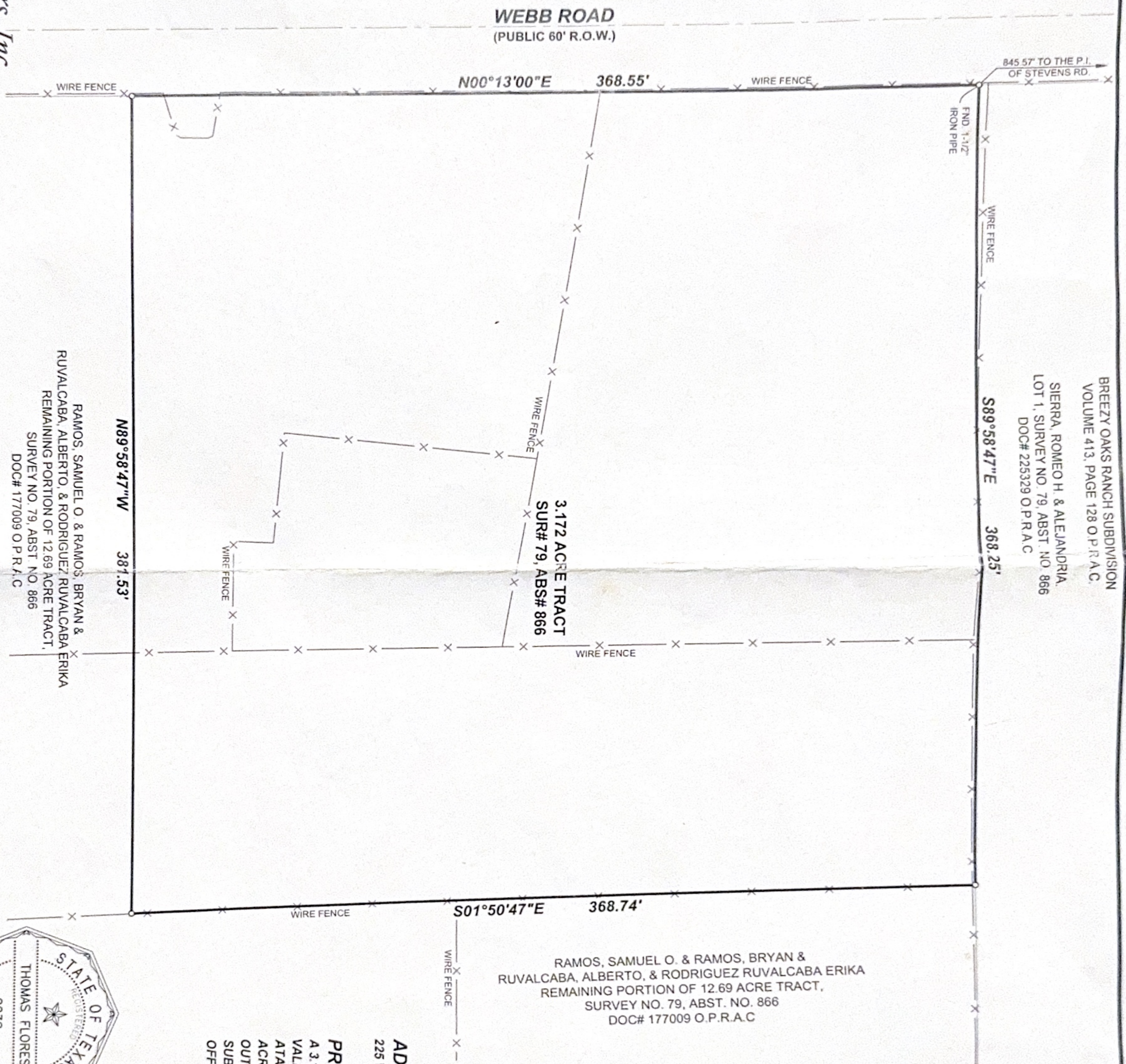
- LEGEND**
- ▲ = CALCULATED POINT
 - = FND 1/2" IRON ROD
 - () = RECORD INFORMATION
 - = BUILDING SETBACK
 - C.M. = CONTROLLING MONUMENT
 - = WIRE FENCE
 - = WOOD FENCE
 - ⊙ = ELECTRIC METER
 - ⊙ = FND 1" PVE
 - ⊙ = POWER POLE
 - ⊙ = UNDERGROUND TELEPHONE



MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above plot represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown herein.

Mark J. Ewald
MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5895

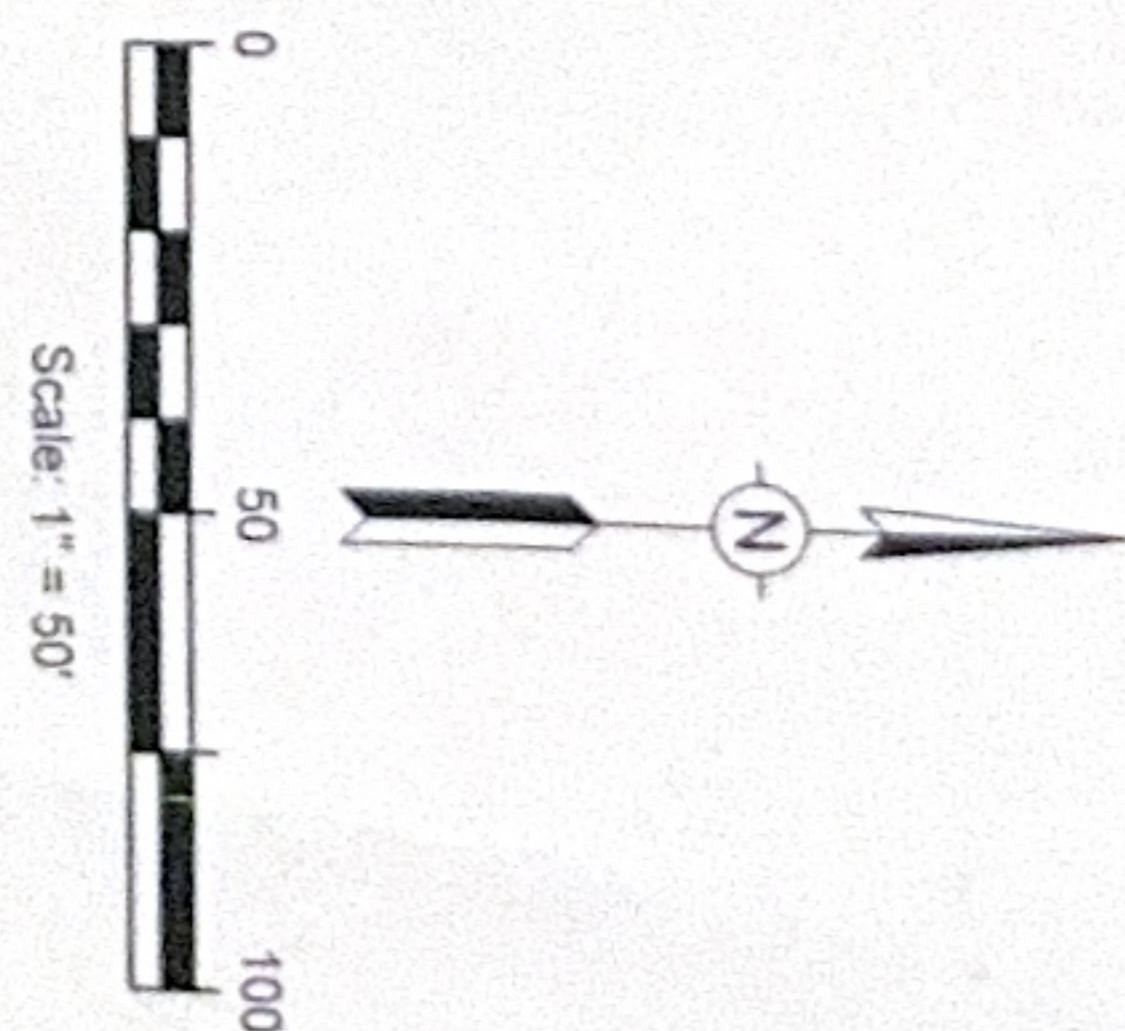
BREEZY OAKS RANCH SUBDIVISION
 VOLUME 413, PAGE 128 O.P.R.A.C.
 SIERRA, ROMEO H. & ALEJANDRIA
 LOT 1, SURVEY NO. 79, ABST. NO. 866
 DOC# 225329 O.P.R.A.C.



RAMOS, SAMUEL O. & RAMOS, BRYAN &
 RUVALCABA, ALBERTO, & RODRIGUEZ, RUVALCABA ERIKA
 REMAINING PORTION OF 12.69 ACRE TRACT,
 SURVEY NO. 79, ABST. NO. 866
 DOC# 177009 O.P.R.A.C.

RAMOS, SAMUEL O. & RAMOS, BRYAN &
 RUVALCABA, ALBERTO, & RODRIGUEZ, RUVALCABA ERIKA
 REMAINING PORTION OF 12.69 ACRE TRACT,
 SURVEY NO. 79, ABST. NO. 866
 DOC# 177009 O.P.R.A.C.

- NOTES:
1. IRON PINS (1/2") SET AT ALL CORNER, UNLESS OTHERWISE NOTED.
 2. NO IMPROVEMENTS LOCATED WITH THE EXCEPTION OF PERIMETER FENCES.



ADDRESS:
 225 WEBB ROAD

PROPERTY SURVEY OF:
 A 3.172 ACRE TRACT (138.165 S.F.) OF LAND, OUT OF THE
 VALENTINO TREVINO SURVEY NO. 79, ABSTRACT NO. 866,
 ATASCOSA COUNTY, TEXAS, ALSO BEING OUT OF A 12.69
 ACRE TRACT AS RECORDED IN DOCUMENT NO. 177009, AND
 OUT OF TRACT 5 OF THE BREEZY OAKS RANCH
 SUBDIVISION, AS RECORDED IN VOLUME 413, PAGE 128,
 OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

CERTIFICATION

I hereby certify that the above plat is true and correct according to an actual survey made on the ground under my supervision and that there are no visible easements or encroachments of buildings on adjoining property and that all buildings are wholly located on this property except as shown above.

This 17th Day of APRIL, A.D. 2025

Thomas Flores
 THOMAS FLORES
 RPLS # 2238



Flores & Company
 Consulting Engineers, Inc.

Texas Registered Engineering Firm #E-1794
 12915 Jones Maltsberger, Suite 401
 San Antonio, Texas 78247
 210.490.9963 Phone
 210.490.0820 Fax

CERTIFICATE OF PLAT EXCEPTION

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately one tract out of 12.689 acres, more or less, described in a Warranty Deed, Instrument Number 243650, Official Public Records, Atascosa County, Texas, and being currently owned by Samuel Olmos Ramos, Bryan Ramos, Jose Alberto Rvalcaba, & Erika Ruvalcaba Rodriguez is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

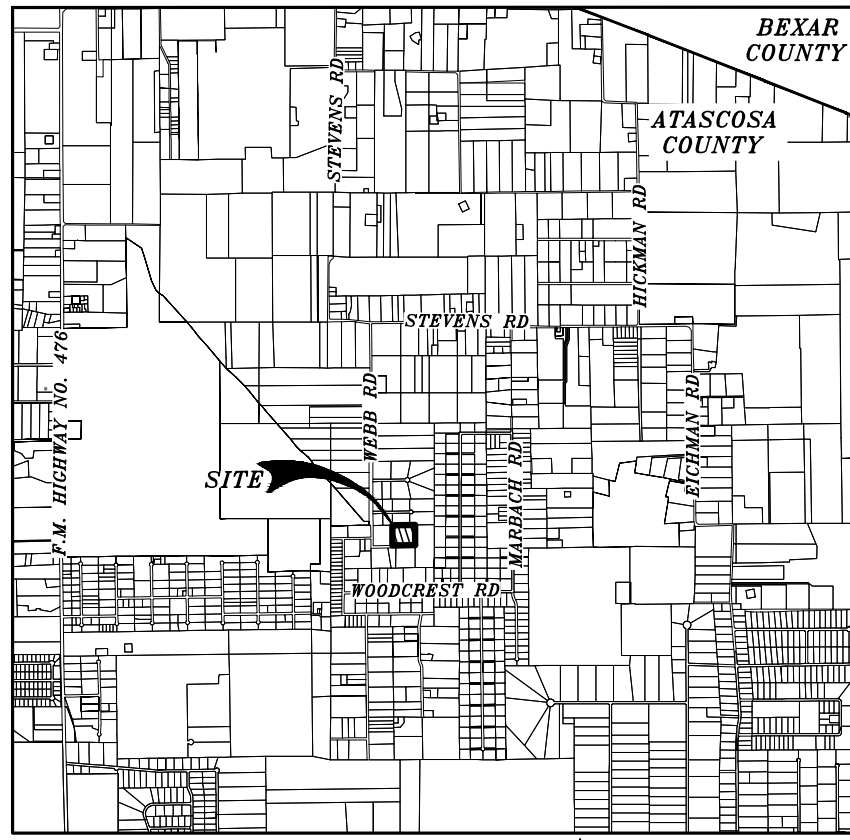
Meeting Date: 11/24/2025
Item Title: Subdivision - Replat of Oak Ridge Acres Lot 2
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final Rural Development: Plat for the Replat of the Oak Ridge Acres Subdivision Lot 2 in Precinct 2.

ATTACHMENTS

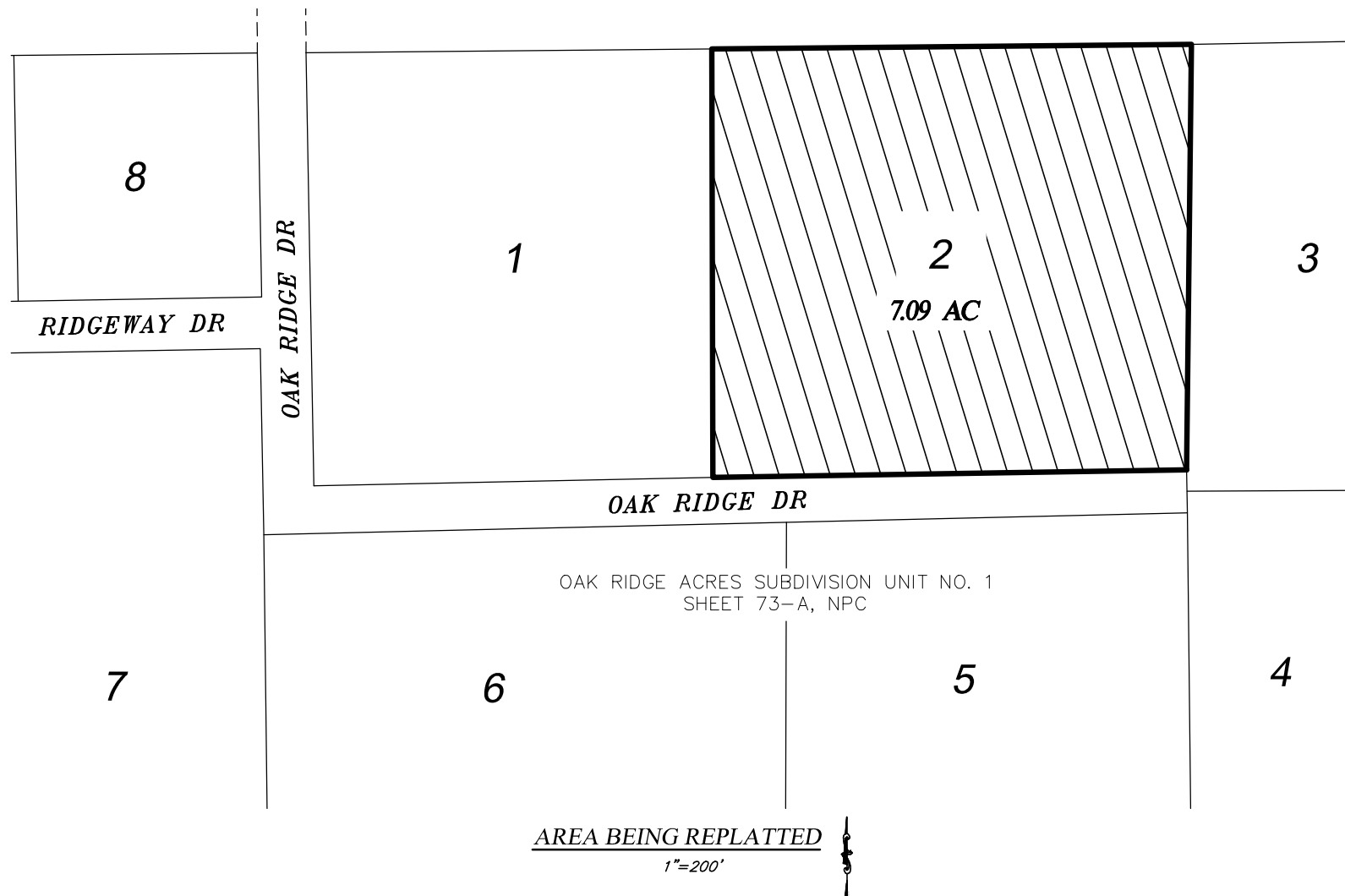
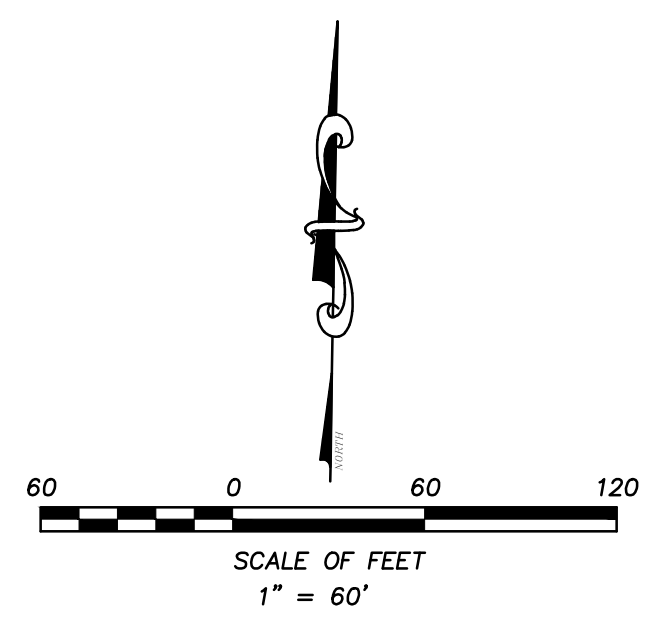
information



- LEGEND**
- D.R. = DEED RECORDS OF ATASCOSA COUNTY, TEXAS
 - ESMT = EASEMENT
 - NPC = NEW PLAT CABINET OF ATASCOSA COUNTY, TEXAS
 - N.T.S. = NOT TO SCALE
 - OPR = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS
 - P.G.S. = PAGES
 - R.O.W. = RIGHT-OF-WAY
 - VOL. = VOLUME
 - 2A LOT NUMBER
 - 300 AC GROSS LOT ACREAGE
 - = FOUND PIPE CORNER POST
 - = FOUND WOOD CORNER POST
 - ◆ = SET 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
 - = PROPERTY LINE
 - = LOT LINE
 - - - = ADJONER
 - - - -732- = EXISTING CONTOUR
 - ◇ = 30" PIPELINE RIGHT OF WAY (INSTRUMENT NO. 194916390 OPR)

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS IN THE SOMERSET ISD.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - IF A CULVERT IS INSTALLED, THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES. IF A CULVERT IS NOT INSTALLED, THEN MAKE SURE DRIVEWAY IS CONSTRUCTED IN A MANNER TO NOT BLOCK UPGRADIENT WATER.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
 - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ON THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - ELECTRIC SERVICE PROVIDED TO THIS SUBDIVISION BY KARNES ELECTRIC COOPERATIVE, INC.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.

- SURVEYOR NOTES:**
- THE BASIS OF BEARING FOR THIS PLAT IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH CENTRAL ZONE.
 - 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING AND SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- SETBACK NOTE:**
- BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:
 25' FRONT (ROADWAY SIDE)
 20' BACK (REAR)
 10' SIDE
- FLOODPLAIN NOTE:**
- THIS PLAT IS NOT WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0075C EFFECTIVE NOVEMBER 4, 2010.

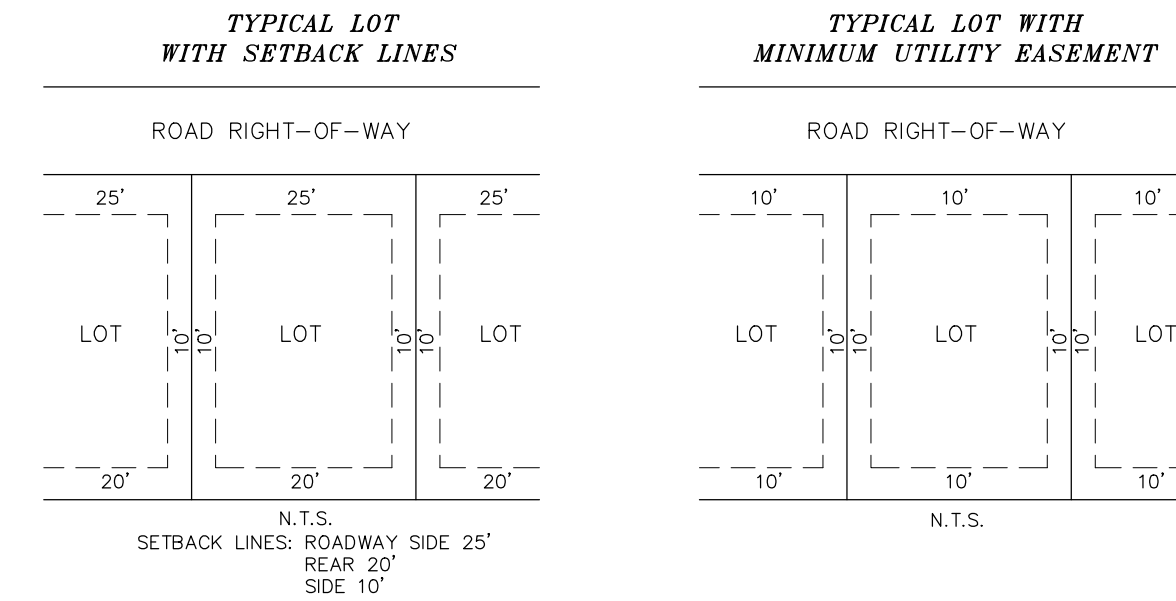


PROPERTY INFORMATION

PROPERTY ID: 27017
 LEGAL ACRES: 7.10
 LEGAL DESC.: OAK RIDGE ACRES UNIT 1 LOT 2
 7.1 HUD PFS1042336; HUD2 PFS1042337

| LOT SUMMARY TABLE | | | | |
|-------------------|-------------|------------|------------------|------|
| LOT SIZE | NO. OF LOTS | WATER WELL | COLLECTIVE SEWER | OSFS |
| < 2.5 AC | | | | |
| 2.5-10 AC | 2 | | | 2 |
| > 10 AC | | | | |
| TOTAL | 2 | | | 2 |

PLAT INCLUDES 0 LF STREET

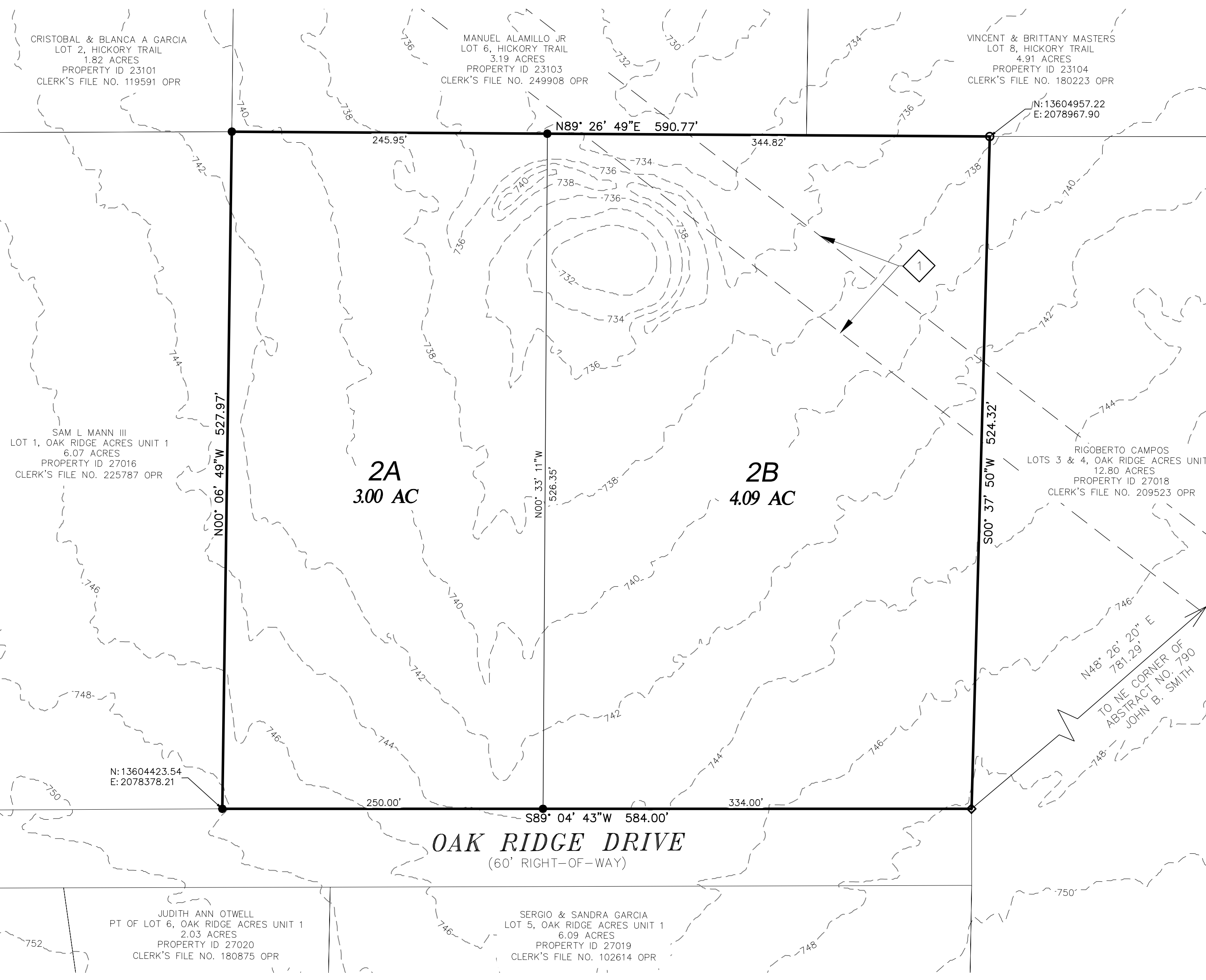


THE STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

OWNER: ANTHONY P POPE
 111 OAK RIDGE
 SOMERSET, TX 78069

STATE OF TEXAS §
 COUNTY OF ATASCOSA §



BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS ____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC

THE STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

OWNER: KRISI POPE
 111 OAK RIDGE
 SOMERSET, TX 78069

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS ____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

COMMISSIONER PRECINCT 2

CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS ____ DAY OF _____, 20__ A.D.

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1 COMMISSIONER PRECINCT 2
 COMMISSIONER PRECINCT 3 COMMISSIONER PRECINCT 4

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY

THE STATE OF TEXAS
 COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

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



WALT F. RAKOWITZ
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6435, STATE OF TEXAS
 515 W. OAKLAWN STE. A
 PLEASANTON, TEXAS 78064

THE STATE OF TEXAS
 COUNTY OF ATASCOSA

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



STEPHEN G. LASKOWSKI
 LICENSED PROFESSIONAL ENGINEER
 NO. 133002, STATE OF TEXAS
 515 W. OAKLAWN, STE. A
 PLEASANTON, TEXAS 78064



ENGINEER & SURVEYOR:
 RAKOWITZ ENGINEERING AND SURVEYING
 515 W OAKLAWN, SUITE A
 PLEASANTON, TX 78064
 (830) 281-4060

OWNER:
 ANTHONY P & KRISI POPE
 111 OAK RIDGE
 SOMERSET, TX 78069

**REPLAT OF LOT 2
 OAK RIDGE ACRES SUBDIVISION UNIT NO. 1**

BEING A TOTAL OF 7.09 ACRES, ESTABLISHING LOTS 2A & 2B, BEING ALL OF LOT 2, OAK RIDGE ACRES SUBDIVISION UNIT NO. 1, DESCRIBED AND ESTABLISHED IN SHEET 73-A, NEW PLAT CABINET OF ATASCOSA COUNTY, TEXAS, AND ALSO RECORDED IN CLERK'S FILE NO. 187656, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, AND ALSO LYING IN THE JOHN B. SMITH SURVEY NO. 1436, ABSTRACT NO. 790, ATASCOSA COUNTY, TEXAS.

| NO. | REVISION | DATE | BY |
|-----|--------------|----------|-----|
| 1 | PLAT CREATED | 11/06/25 | SGL |
| 2 | PLAT UPDATED | 11/18/25 | SGL |
| | | | |
| | | | |

AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 11/24/2025
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 the Frontier Communications Road Bore Permit for the Acorn Hollow Crossing #1 in Precinct 2.
- B. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Acorn Hollow Crossing #2 in Precinct 2.
- C. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #1 in Precinct 2.
- D. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #2 in Precinct 2.
- E. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #3 in Precinct 2.
- F. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the River Run Dr. Crossing #4 in Precinct 2.
- G. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #1 in Precinct 2.
- H. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #2 in Precinct 2.
- I. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #3 in Precinct 2.
- J. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #4 in Precinct 2.

- K. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #5 in Precinct 2.
- L. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #6 in Precinct 2.
- M. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #7 in Precinct 2.
- N. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #8 in Precinct 2.
- O. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Rocky Ridge Dr. Crossing #9 in Precinct 2.
- P. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #1 in Precinct 2.
- Q. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #2 in Precinct 2.
- R. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #3 in Precinct 2.
- S. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #4 in Precinct 2.
- T. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #5 in Precinct 2.
- U. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Sandy Ridge Dr. Crossing #6 in Precinct 2.
- V. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #1 in Precinct 2.
- W. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #1 in Precinct 2.
- X. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #2 in Precinct 2.
- Y. Discuss and/or take appropriate action concerning approval/denial for the

Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #3 in Precinct 2.

Z. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #4 in Precinct 2.

AA. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #5 in Precinct 2.

BB. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Valley View Dr. Crossing #6 in Precinct 2.

CC. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #1 in Precinct 2.

DD. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #2 in Precinct 2.

EE. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #3 in Precinct 2.

FF. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #4 in Precinct 2.

GG. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #5 in Precinct 2.

HH. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #6 in Precinct 2.

II. Discuss and/or take appropriate action concerning approval/denial for the Frontier Communications Road Bore Permit for the Villa Ridge Dr. Crossing #7 in Precinct 2.

ATTACHMENTS

Frontier - Acorn Hollow #1

Frontier - Acorn Hollow #2

Frontier - River Run #1

Frontier - River Run #2

Frontier - River Run #3

Frontier - River Run #4

Frontier - Rocky Ridge #1

Frontier - Rocky Ridge #2

Frontier - Rocky Ridge #3

Frontier - Rocky Ridge #4

Frontier - Rocky Ridge #5

Frontier - Rocky Ridge #6

Frontier - Rocky Ridge #7

Frontier - Rocky Ridge #8

Frontier - Rocky Ridge #9

Frontier - Sandy Ridge #1

Frontier - Sandy Ridge #2

Frontier - Sandy Ridge #3

Frontier - Sandy Ridge #4

Frontier - Sandy Ridge #5

Frontier - Sandy Ridge #6

Frontier - Valley View #1

Frontier - Valley View #2

Frontier - Valley View #3

Frontier - Valley View #4

Frontier - Valley View #5

Frontier - Valley View #6

Frontier - Villa Ridge #1

Frontier - Villa Ridge #2

Frontier - Villa Ridge #3

Frontier - Villa Ridge #4

Frontier - Villa Ridge #5

Frontier - Villa Ridge #6

Frontier - Villa Ridge #7

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

109 Acorn Hollow, Somerset, TX 78065 29.14747, -98.68344

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/2025
Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

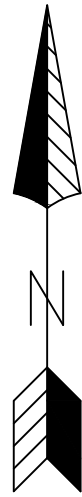
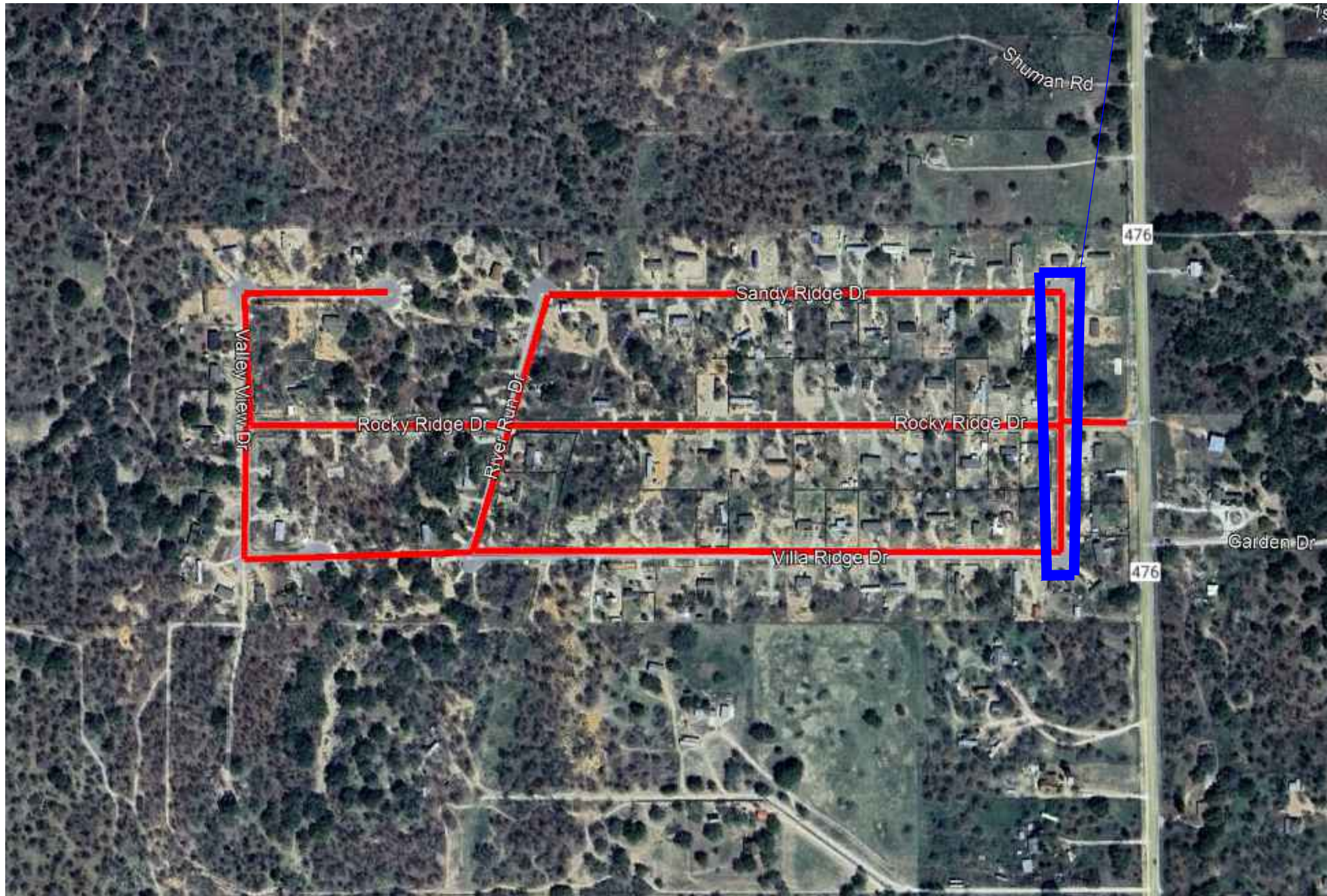
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

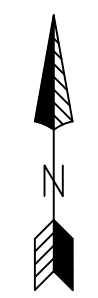


ATASCOSA COUNTY ACORN HOLLOW - 5324798

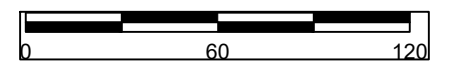
| | | |
|-------------------------|---|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ACORN HOLLOW - 5324798.dwg |
| | | PAGE: 1 OF 7 |



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.

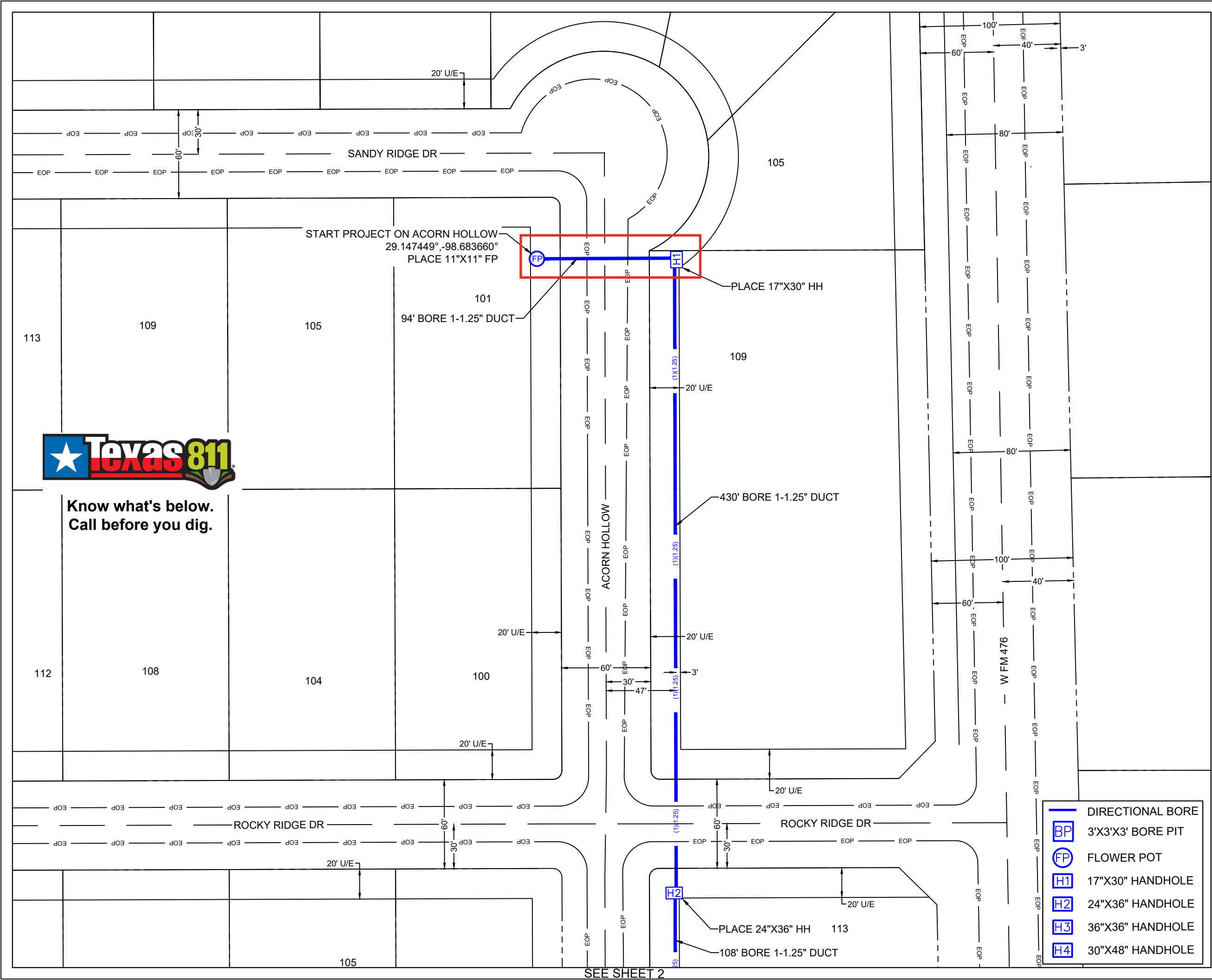
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

UNITS / ACCT CODES



ATASCOSA COUNTY
ACORN HOLLOW - 5324798

| | | | |
|-----------------|-----------|------------|----------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | CNTY: | ATASCOSA |
| | | PHONE: | 512-759-5352 |
| | | FILE: | ACORN HOLLOW - 5324798.dwg |
| | | PAGE: | 1 OF 7 |



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

SEE SHEET 2

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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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 11 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

121 Acorn Hollow, Somerset, TX 78065 29.14568, -98.68343

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25

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 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

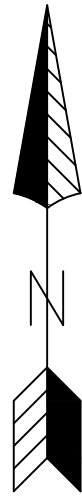
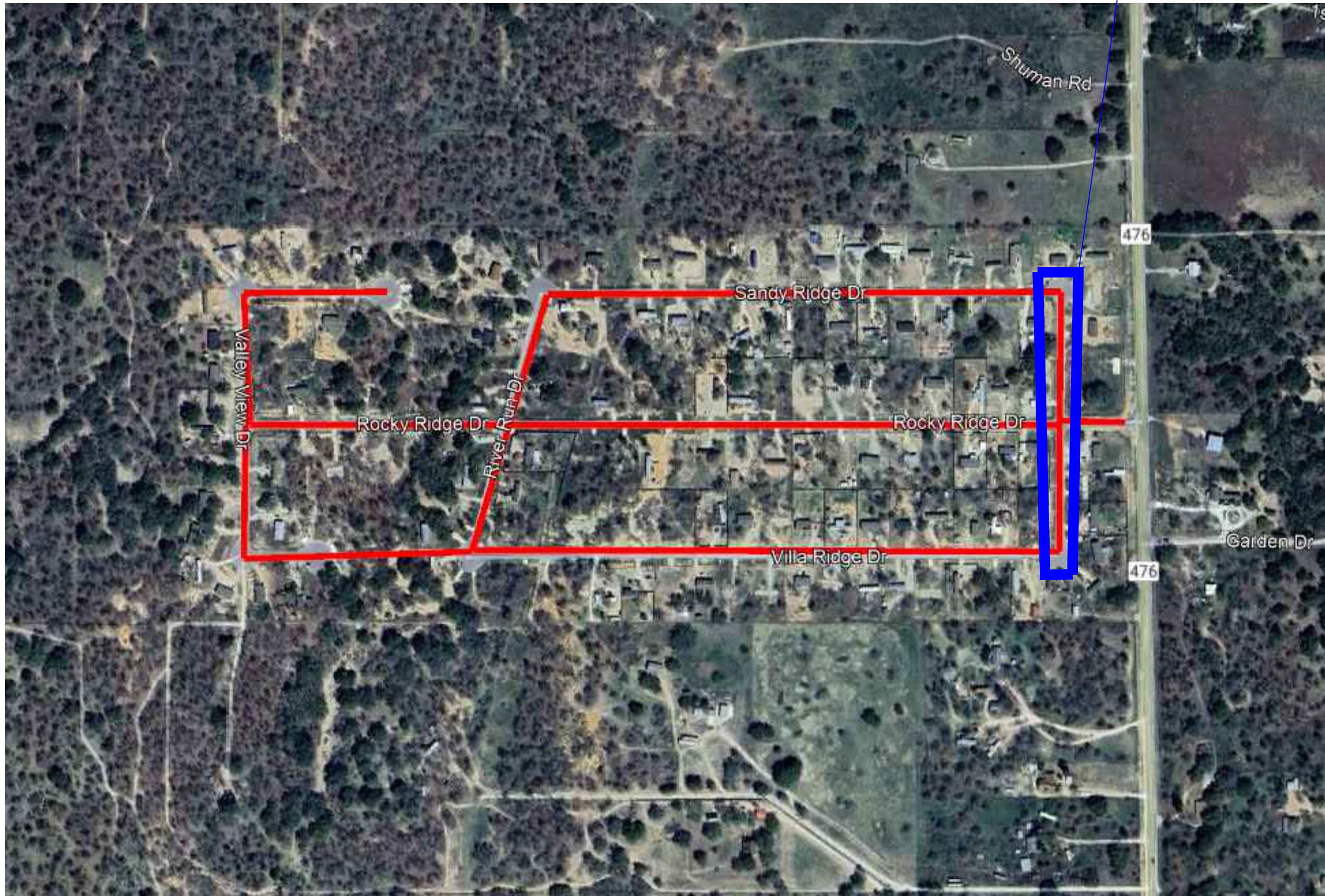
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
 Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ACORN HOLLOW - 5324798

| | | |
|-------------------------|---|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ACORN HOLLOW - 5324798.dwg |
| | | PAGE: 1 OF 7 |



Know what's below.
Call before you dig.

113

101

SEE SHEET 1

108' BORE 1-1.25" DUCT

20' U/E

PLACE 11"X11" FP
117

112' BORE 1-1.25" DUCT

94' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 17"X30" HH

106' BORE 1-1.25" DUCT

108

104

100

121
PLACE 3'X3'X3' BP

20' U/E

108' BORE 1-1.25" DUCT

VILLA RIDGE DR

20' U/E

125

PLACE 11"X11" FP

69' BORE 1-1.25" DUCT

113

END PROJECT ON ACORN HOLLOW
29.145034°, -98.683754°
PLACE 3'X3'X3' BP

109

26' BORE 1-1.25" DUCT

PLACE 17"X30" HH

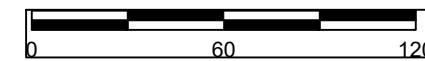
129

101' BORE 1-1.25" DUCT

W FM 476



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
ACORN HOLLOW - 5324798**

| | |
|-------------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | FILE: ACORN HOLLOW - 5324798.dwg |
| | PAGE: 2 OF 7 |

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

129 River Run Dr, Somerset, TX 78065 29.14731, -98.68929

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 N/A traffic N/A stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP
Devin Gould 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

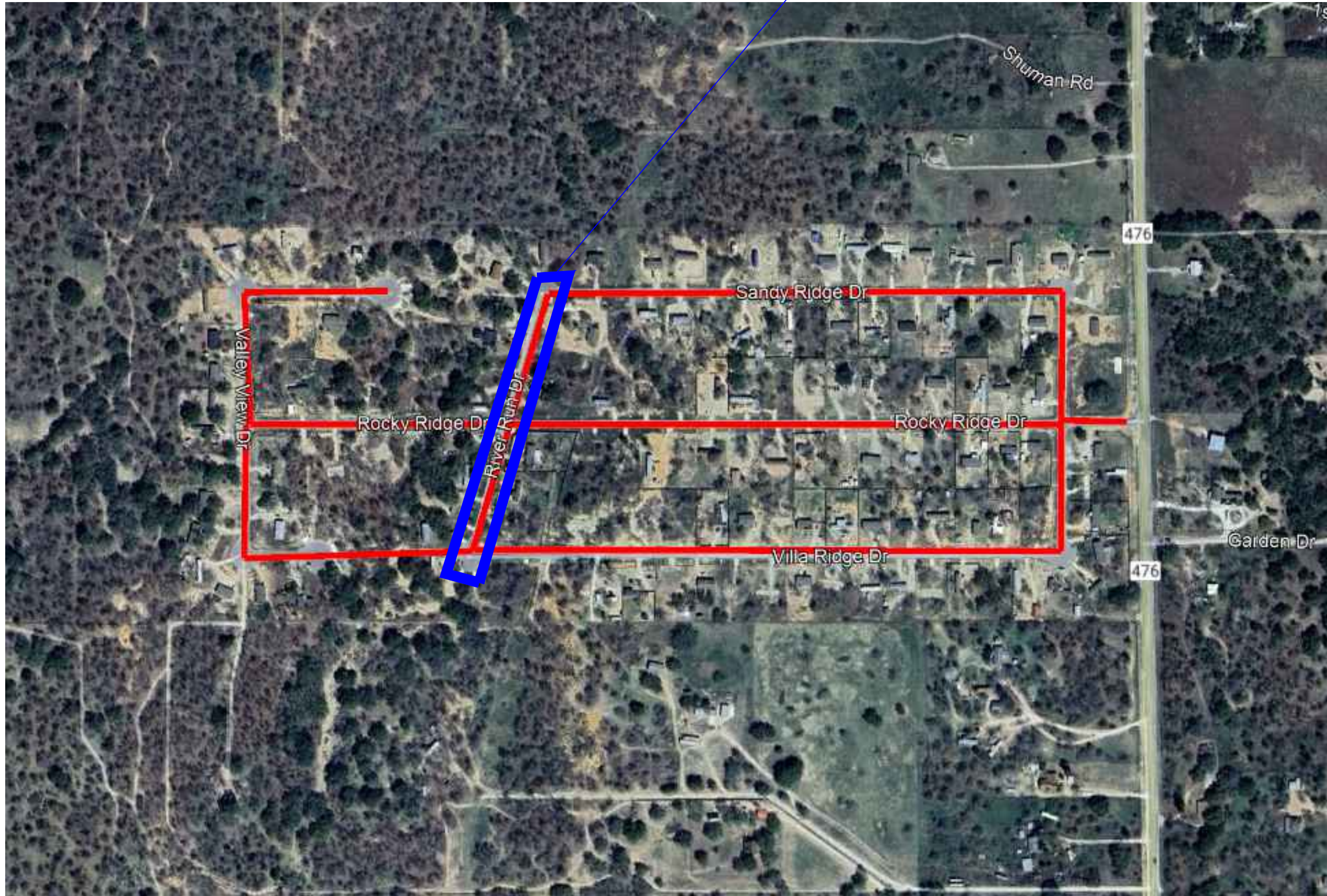
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RIVER RUN DR - 5324798

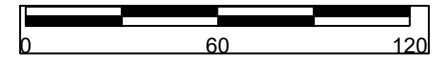
| | | | |
|-----------------|-----------|-------------|----------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/26/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 325-944-9905 |
| | | FILE: | RIVER RUN DR - 5324798.dwg |
| | | PAGE: | 1 OF 7 |



**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.

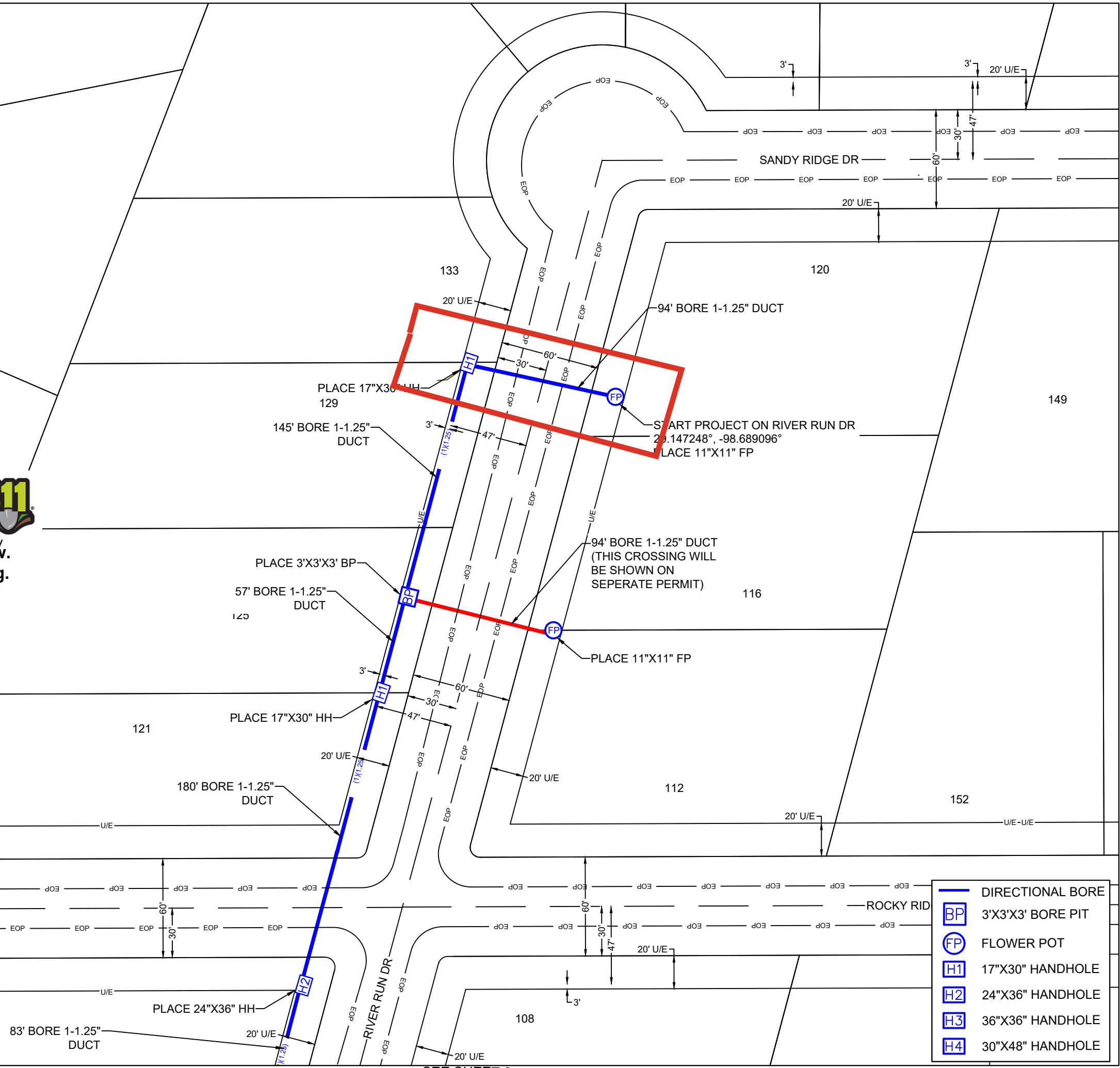
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

UNITS / ACCT CODES



ATASCOSA COUNTY RIVER RUN DR - 5324798

| | | | |
|-----------------|-----------|------------|----------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
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| | | PHONE: | 512-759-5352 |
| | | PAGE: | 1 OF 7 |



- DIRECTIONAL BORE
- BP 3'X3'X3' BORE PIT
- FP FLOWER POT
- H1 17"X30" HANDHOLE
- H2 24"X36" HANDHOLE
- H3 36"X36" HANDHOLE
- H4 30"X48" HANDHOLE

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

125 River Run Dr, Somerset, TX 78065 29.14696, -98.68938

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

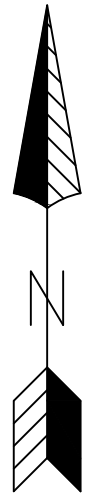
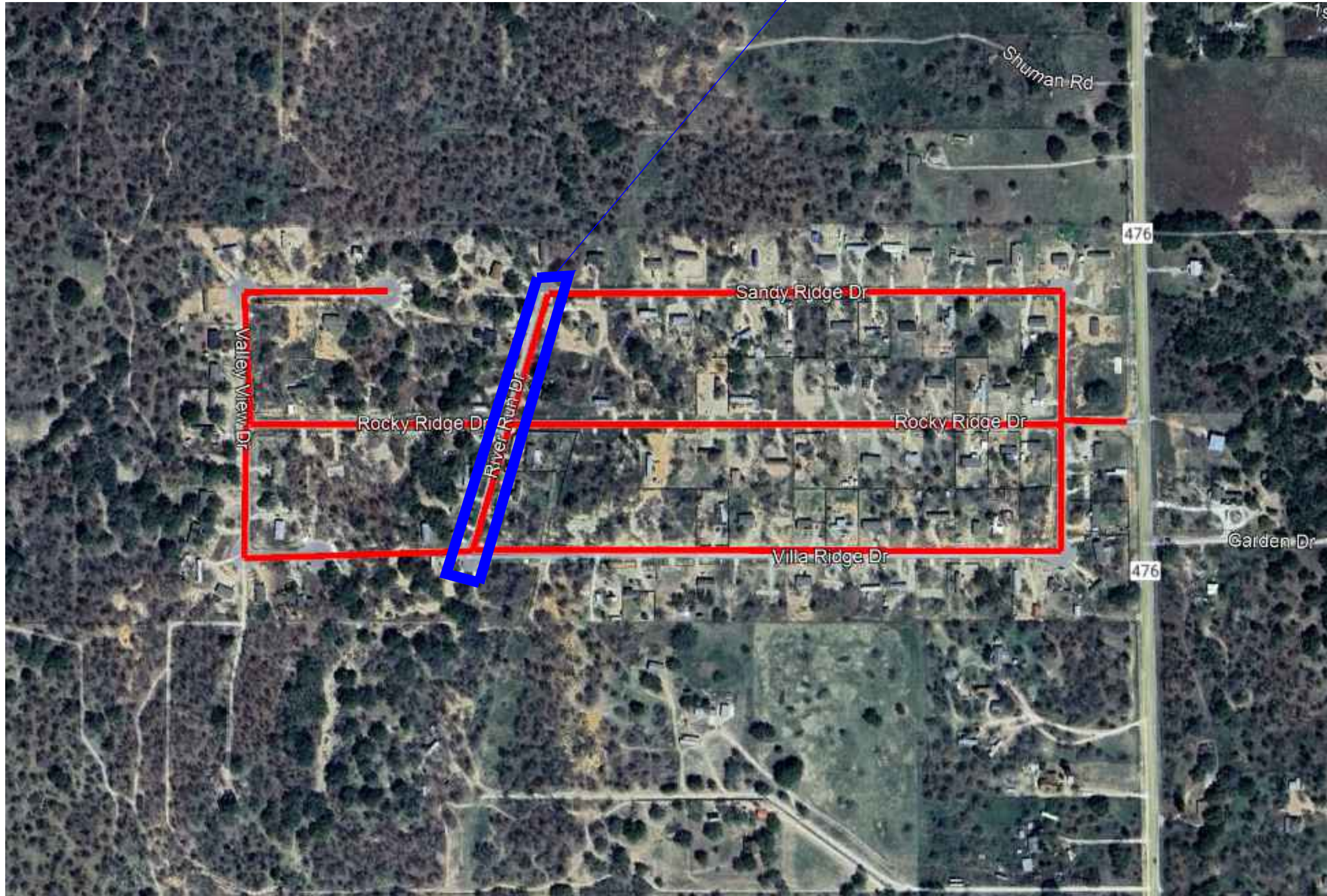
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RIVER RUN DR - 5324798

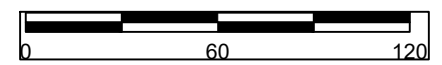
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| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/26/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 325-944-9905 |
| FILE: | RIVER RUN DR - 5324798.dwg | PAGE: | 1 OF 7 |



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.

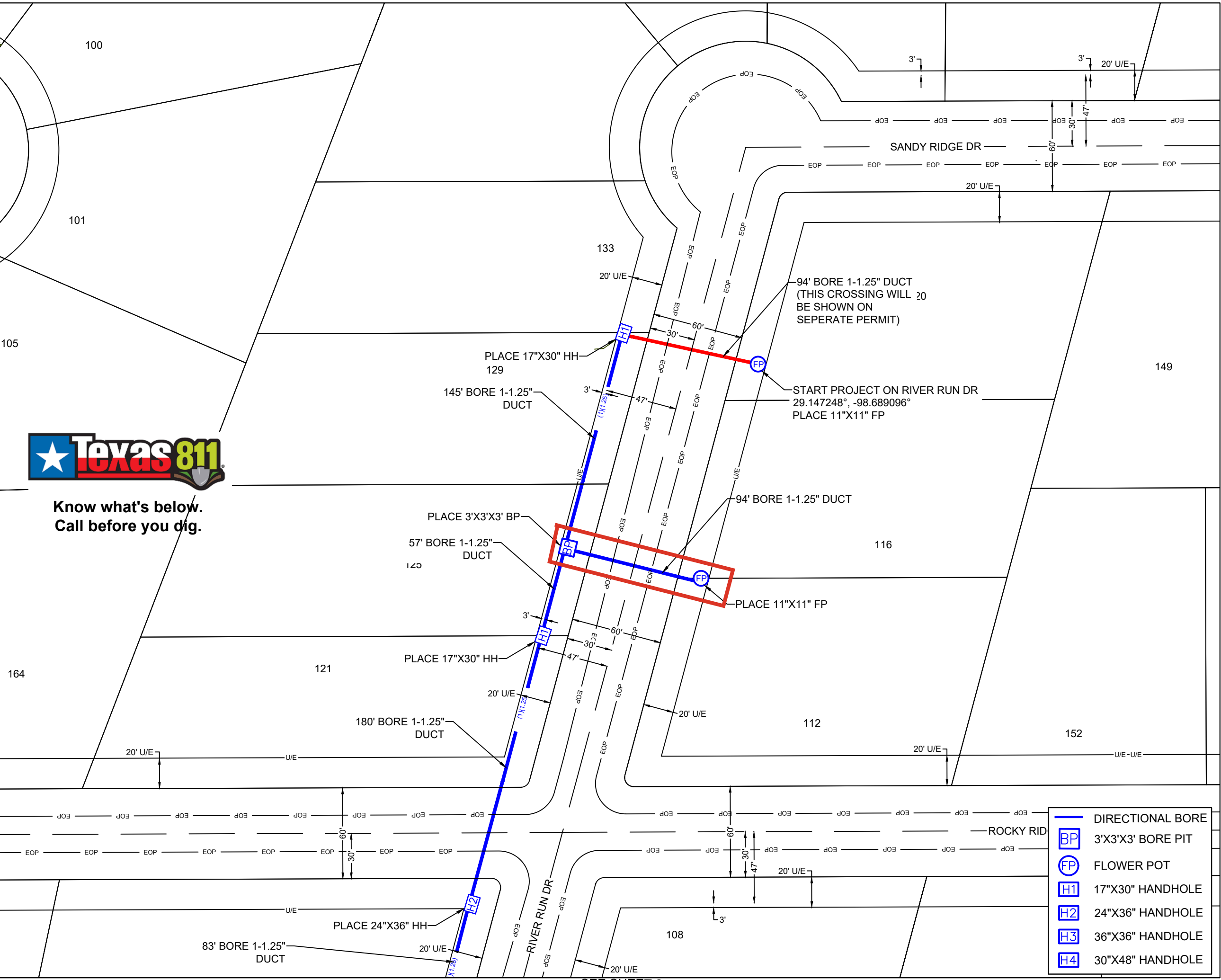
UNITS / ACCT CODES

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**ATASCOSA COUNTY
RIVER RUN DR - 5324798**

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|-------------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA |
| | FILE: RIVER RUN DR - 5324798.dwg |
| PAGE: 1 OF 7 | |



| | |
|-------------|-------------------|
| (Blue line) | DIRECTIONAL BORE |
| (BP) | 3'X3'X3' BORE PIT |
| (FP) | FLOWER POT |
| (H1) | 17"X30" HANDHOLE |
| (H2) | 24"X36" HANDHOLE |
| (H3) | 36"X36" HANDHOLE |
| (H4) | 30"X48" HANDHOLE |

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

113 River Run Dr, Somerset, TX 78065 29.14603, -98.68697

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

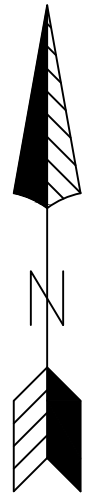
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



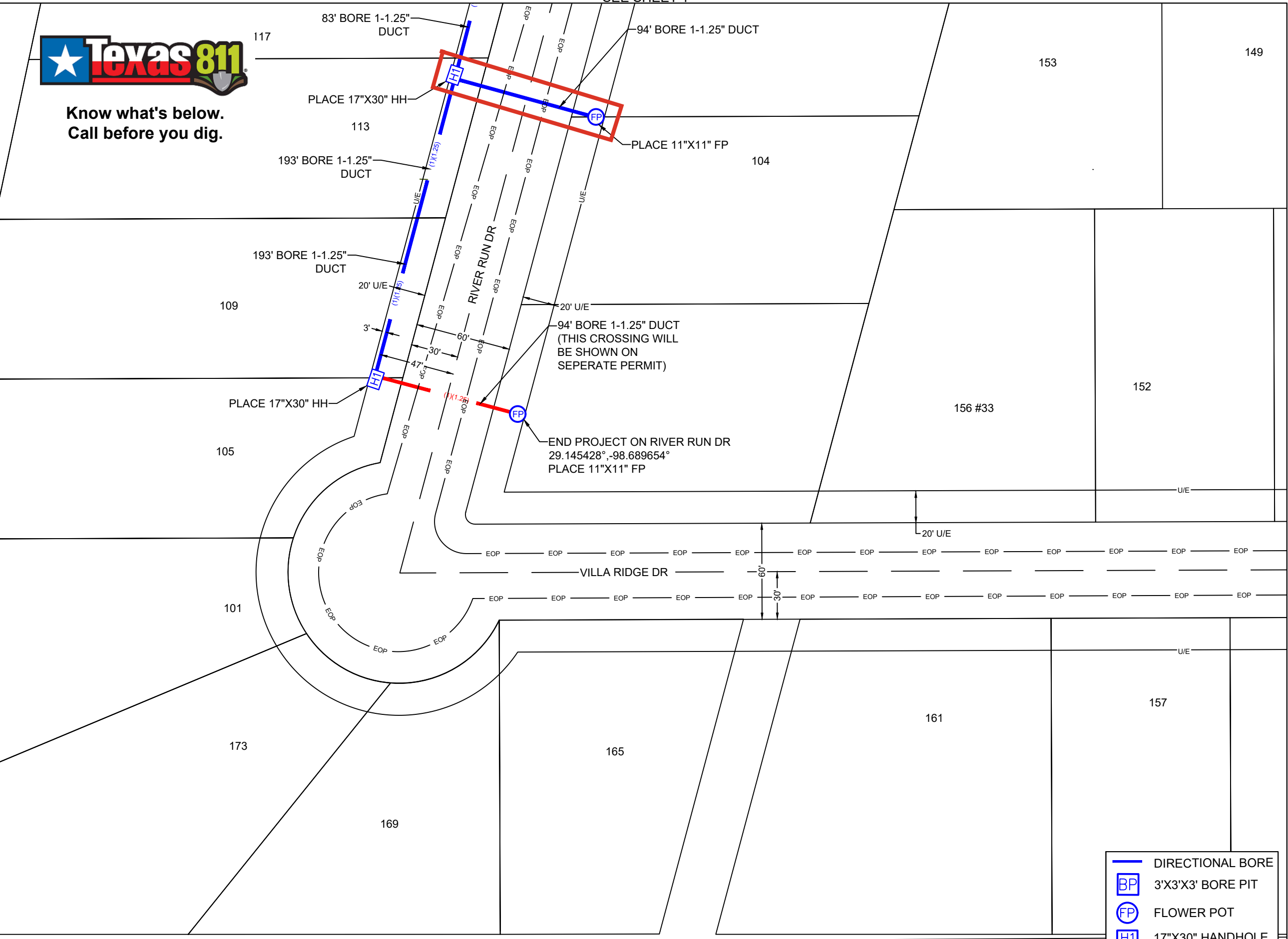
ATASCOSA COUNTY RIVER RUN DR - 5324798

| | | |
|-------------------------|-----------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RIVER RUN DR - 5324798.dwg |
| PAGE: 1 OF 7 | | |



Know what's below.
Call before you dig.

SEE SHEET 1



N

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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ATASCOSA COUNTY

RIVER RUN DR - 5324798

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

109 River Run Dr, Somerset, TX 78065 29.14550, -98.68984

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

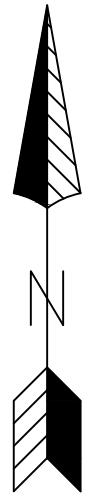
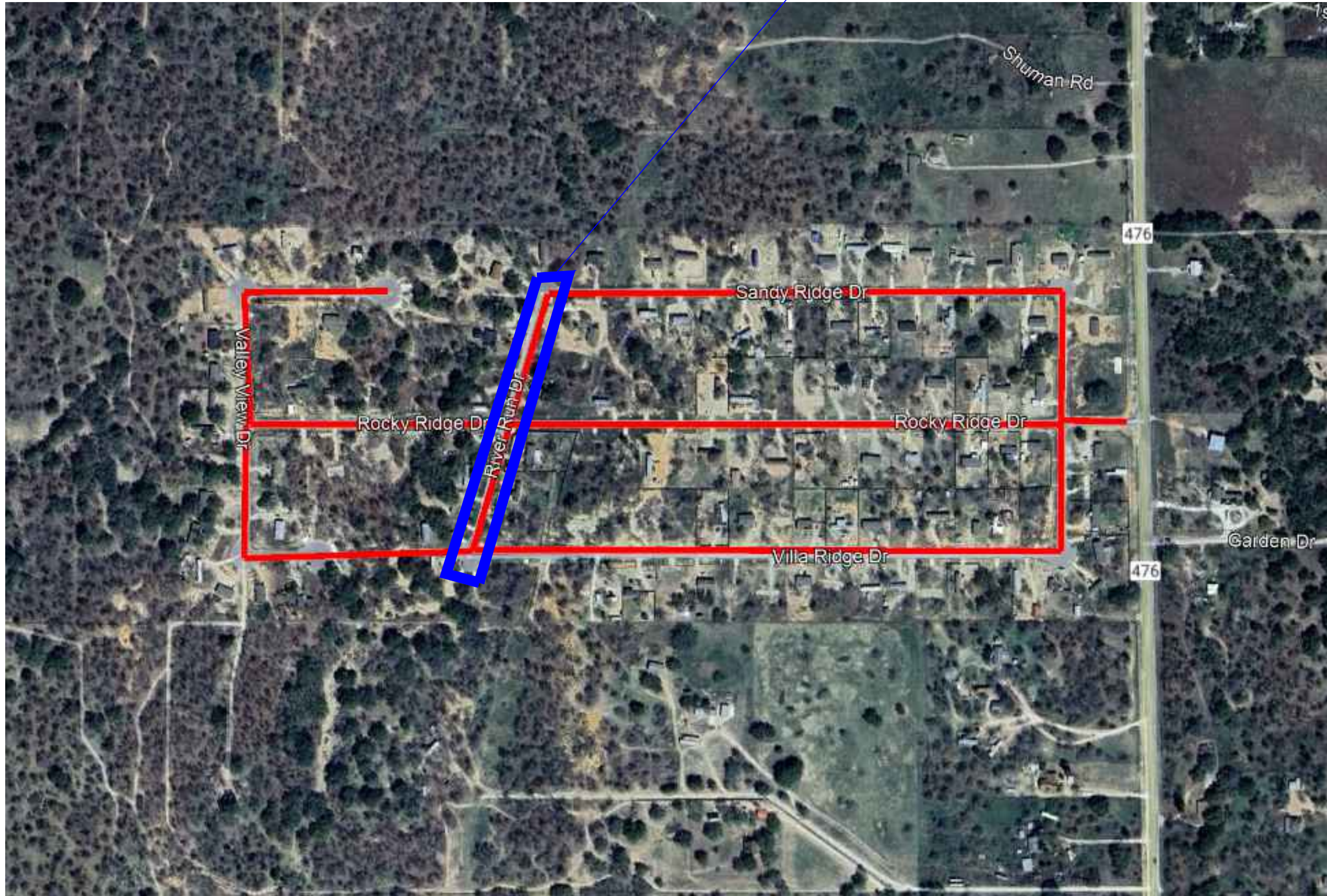
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RIVER RUN DR - 5324798

| | | | |
|-----------------|-----------|-------------|----------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/26/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 325-944-9905 |
| | | FILE: | RIVER RUN DR - 5324798.dwg |
| | | PAGE: | 1 OF 7 |

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

Rocky Ridge - Cross #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 11 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

173 Rocky Ridge Dr, Somerset, TX 78065 29.14636, -98.69174

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25

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 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

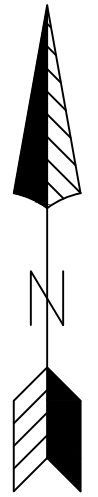
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

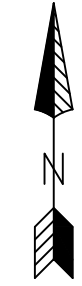


ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

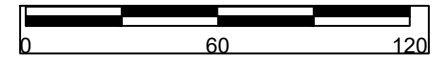
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|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: 1 OF 9 |



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.

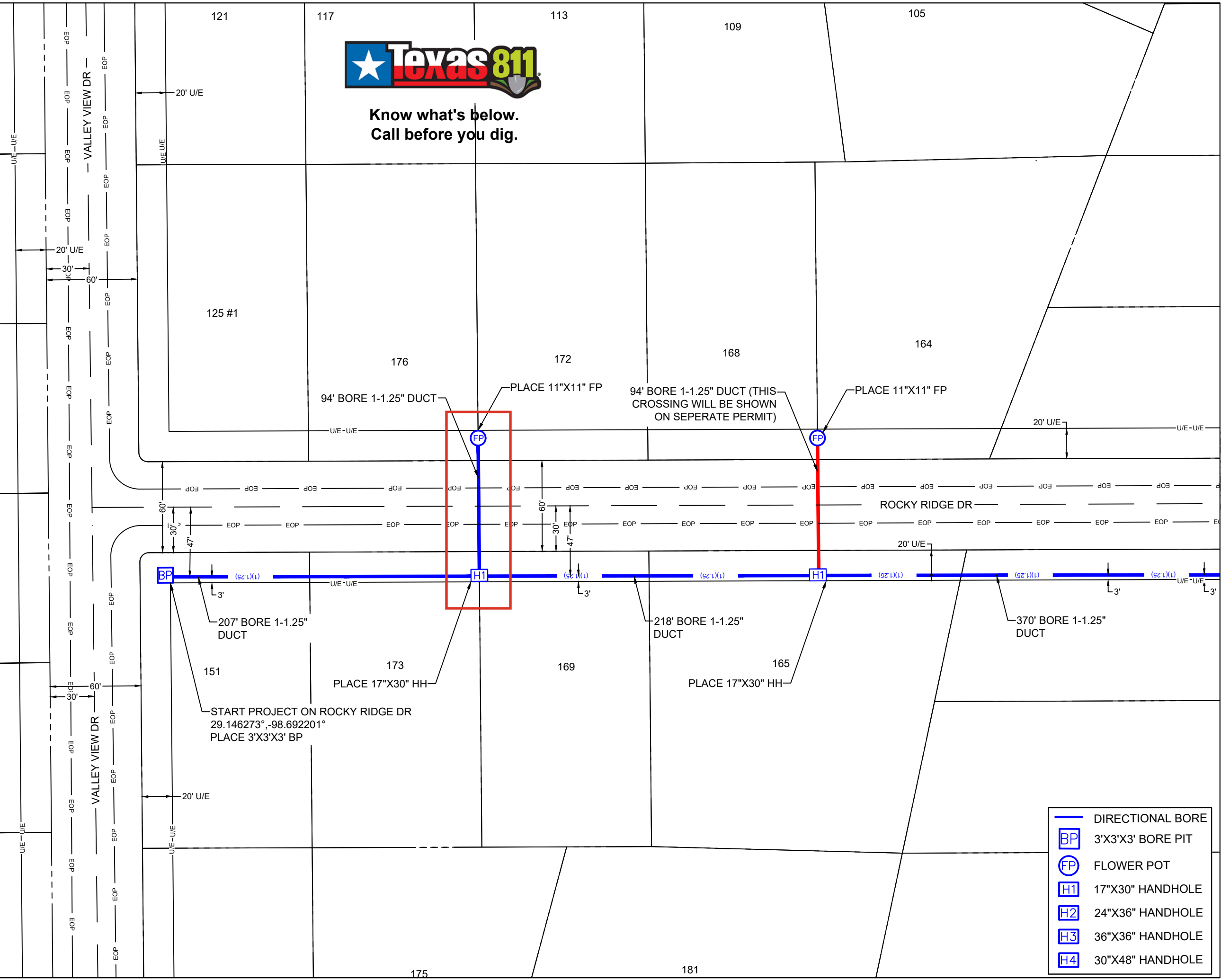
UNITS / ACCT CODES

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**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
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| PAGE: 1 OF 9 | |



- DIRECTIONAL BORE
- BP 3'X3'X3' BORE PIT
- FP FLOWER POT
- H1 17"X30" HANDHOLE
- H2 24"X36" HANDHOLE
- H3 36"X36" HANDHOLE
- H4 30"X48" HANDHOLE

SEE SHEETS 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

165 Rocky Ridge Dr, Somerset, TX 78065 29.14637, -98.69080

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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**

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for mutual consideration agrees as follows:

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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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

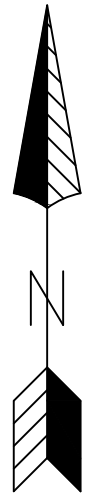
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

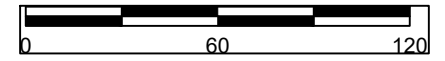
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| PAGE: 1 OF 9 | | |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



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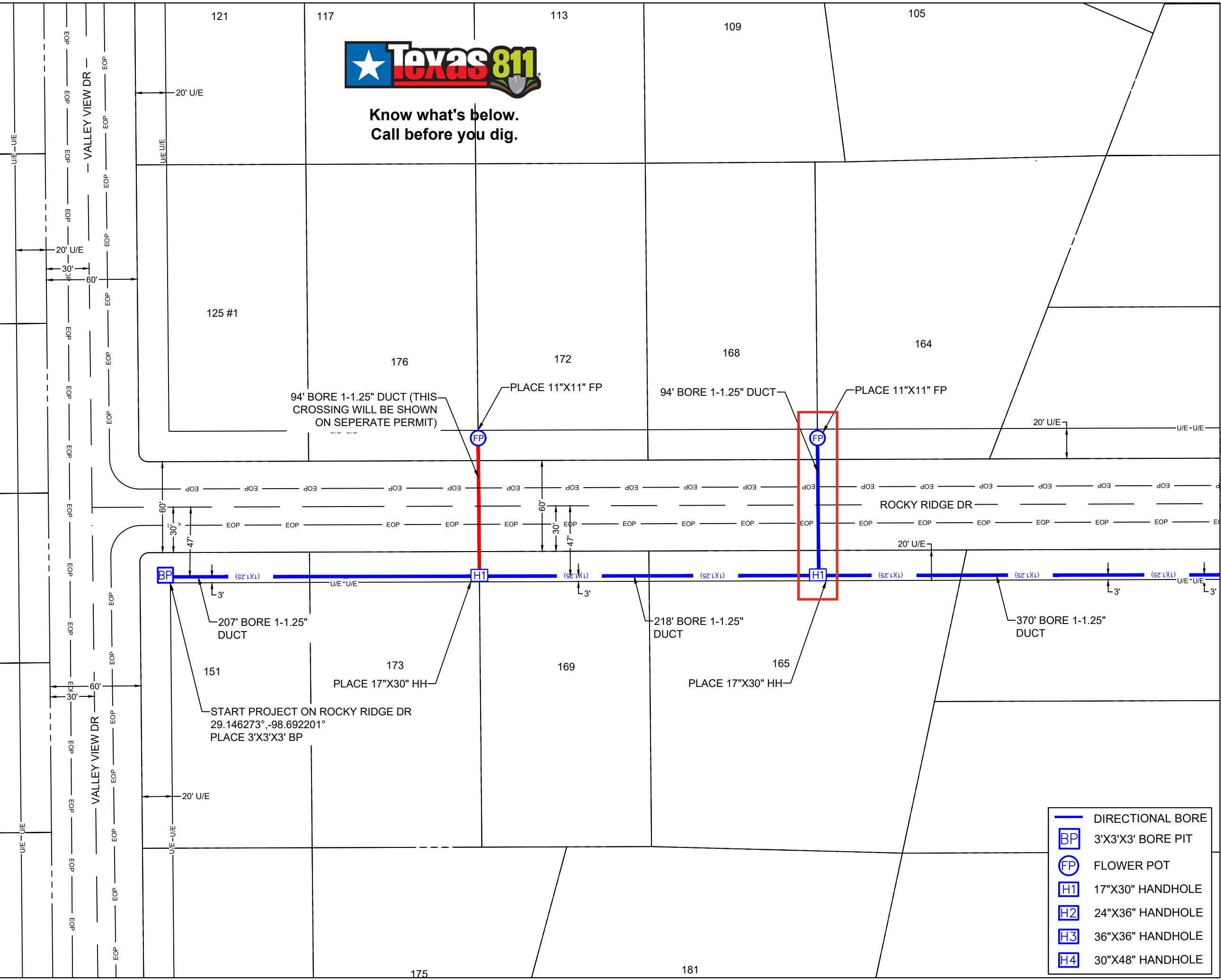
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UNITS / ACCT CODES



**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

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- DIRECTIONAL BORE
- BP 3'X3'X3' BORE PIT
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- H1 17"X30" HANDHOLE
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SEE SHEET 2

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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

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

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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.

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.

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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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

149 Rocky Ridge Dr, Somerset, TX 78065 29.14635, -98.68817

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

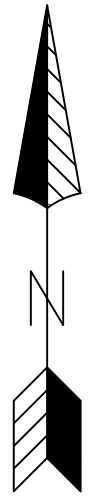
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

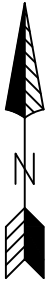


ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

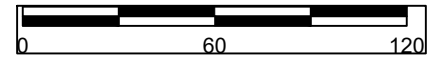
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|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| PAGE: 1 OF 9 | | |



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

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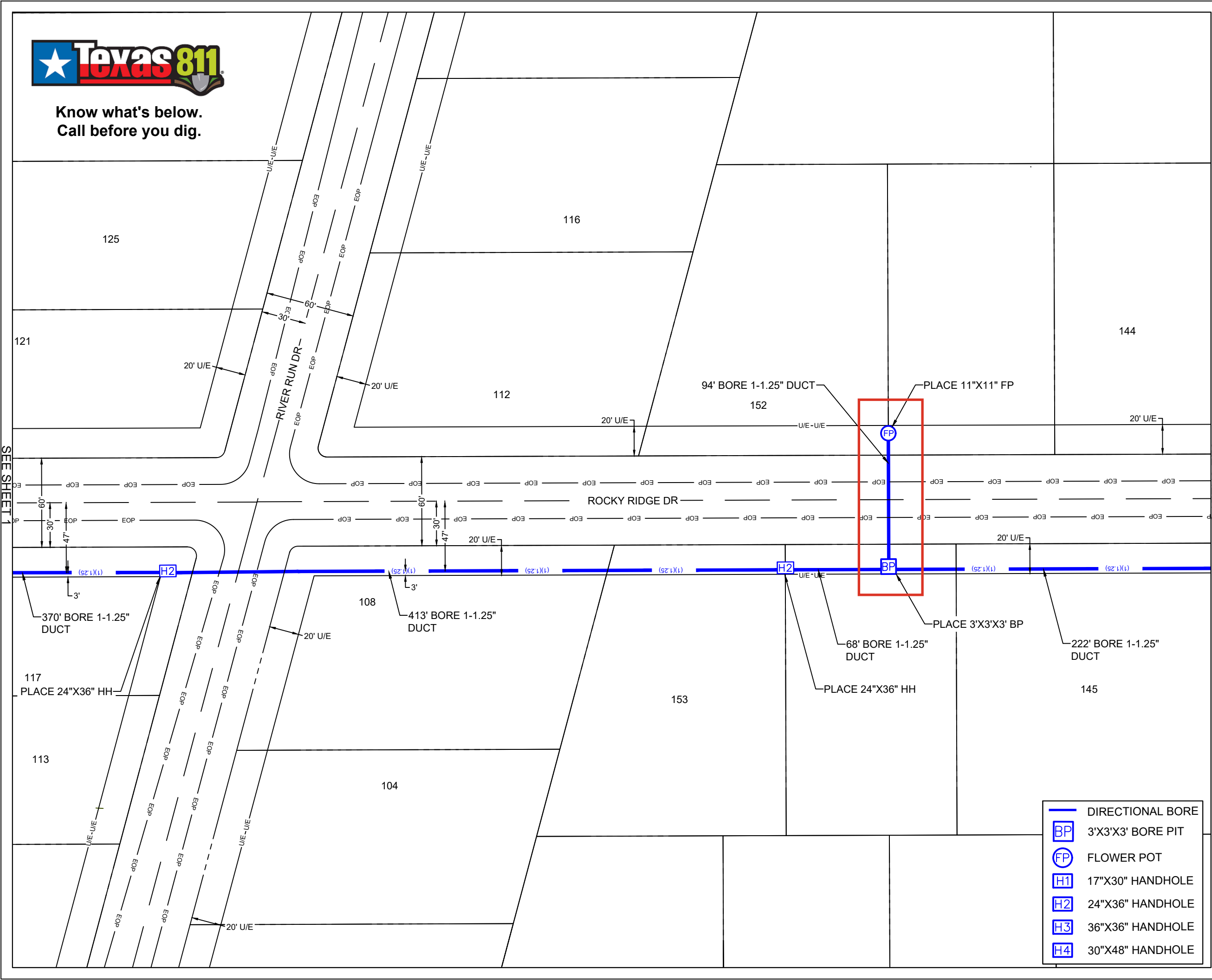


**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 2 OF 9 |

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

141 Rocky Ridge Dr, Somerset, TX 78065 29.14635, -98.68746

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP
Devin Gould 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

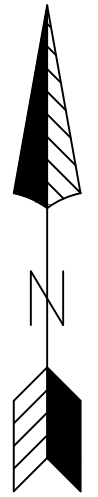
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

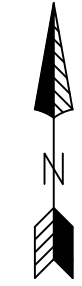
PROJECT AREA



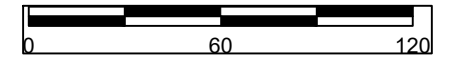
ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

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|------------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: ROCKY RIDGE DR - 5324798.dwg | PAGE: 1 OF 9 |

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.

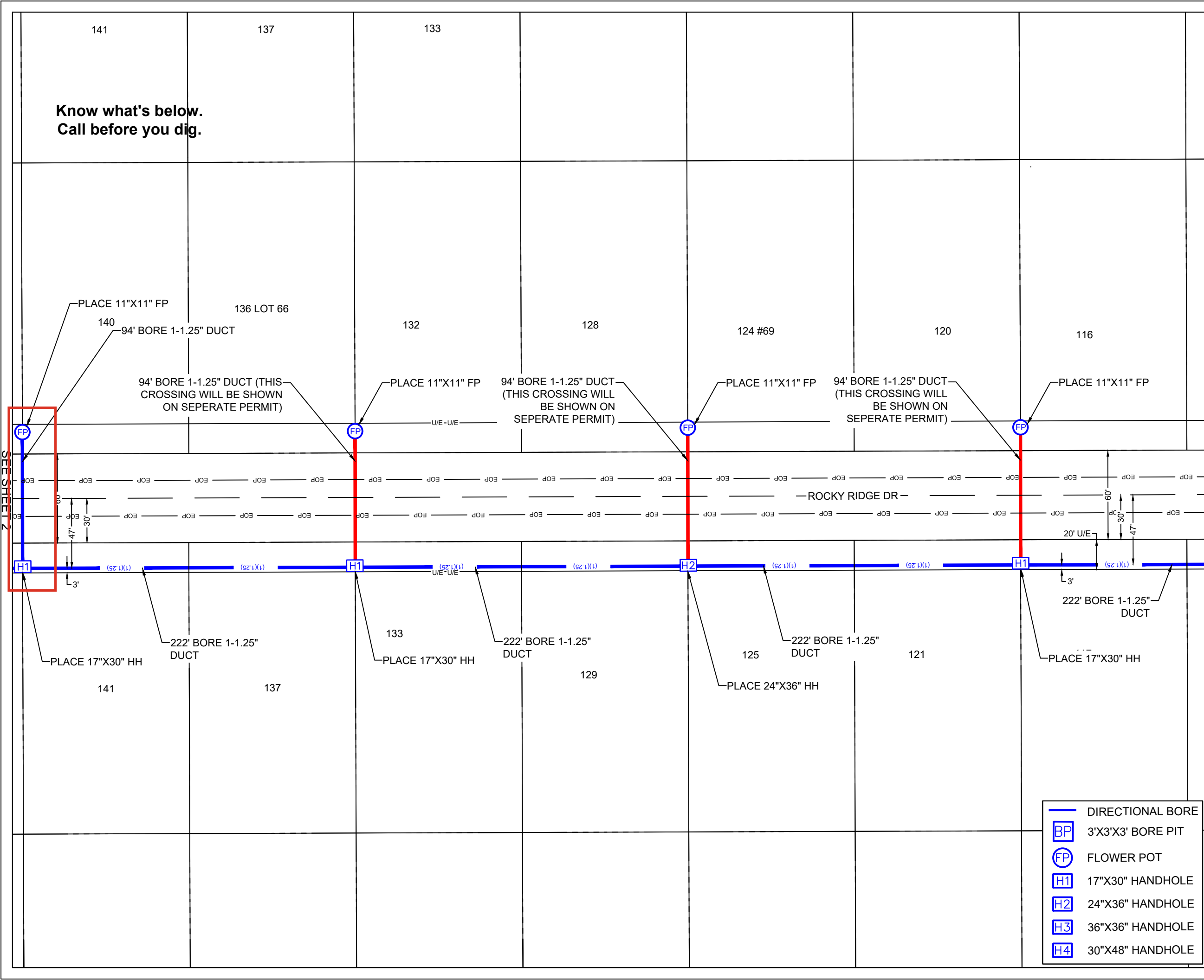
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UNITS / ACCT CODES



**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

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| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | PHONE: | 512-759-5352 |
| | | CNTY: | ATASCOSA |
| | | FILE: | ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: | 3 OF 9 |



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

SEE SHEET 2

SEE SHEET 4

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

133 Rocky Ridge Dr, Somerset, TX 78065 29.14636, -98.68675

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
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 ROCKY RIDGE DR - 5324798

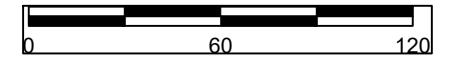
| | | | |
|-----------------|-----------|-------------|------------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 325-944-9905 |
| | | FILE: | ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: | 1 OF 9 |



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.

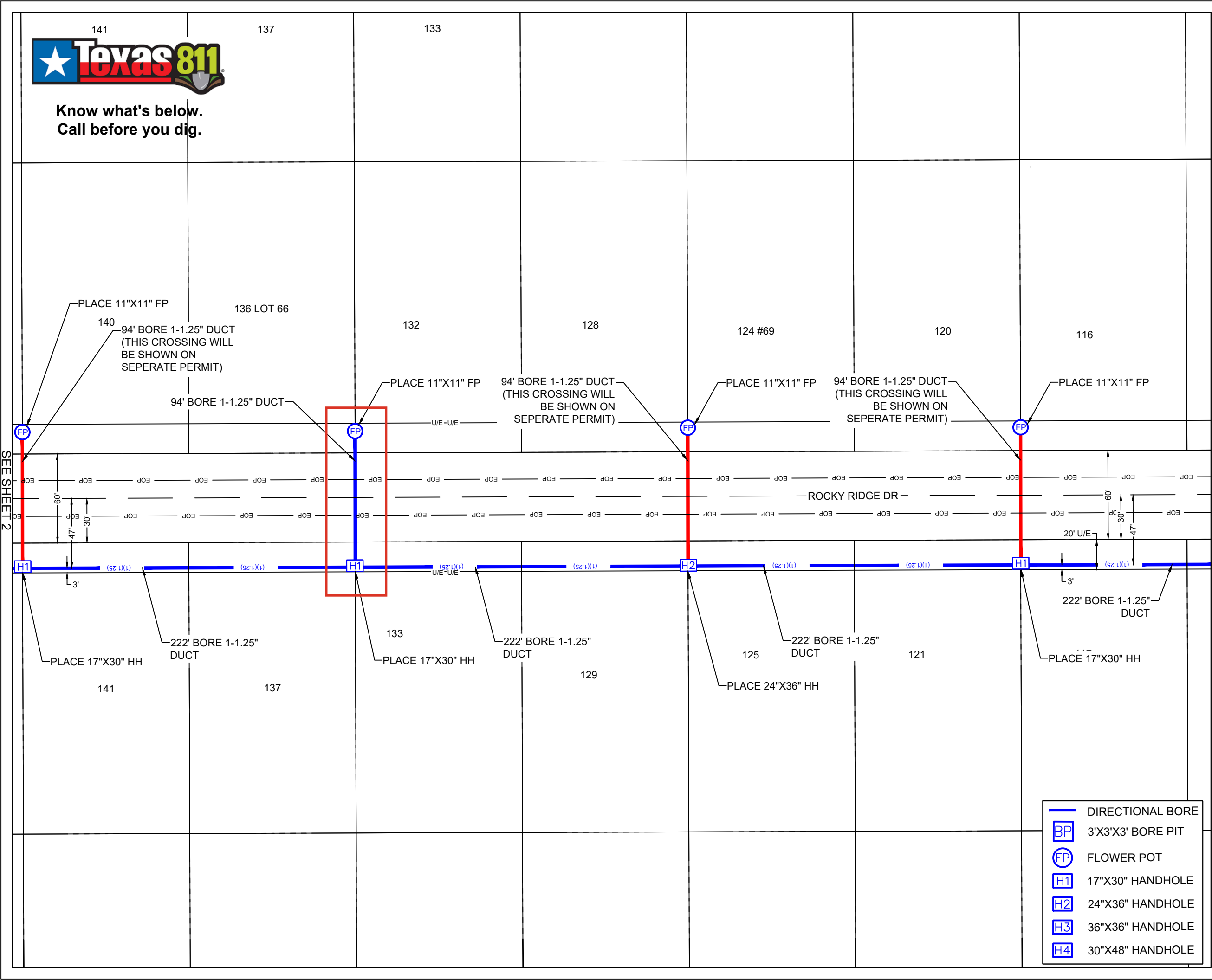
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

UNITS / ACCT CODES



**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | | | |
|-----------------|------------------------------|------------|--------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | PHONE: | 512-759-5352 |
| EXCH. CODE: | 70428 | CNTY: | ATASCOSA |
| FILE: | ROCKY RIDGE DR - 5324798.dwg | PAGE: | 3 OF 9 |



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

125 Rocky Ridge Dr, Somerset, TX 78065 29.14635, -98.68606

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

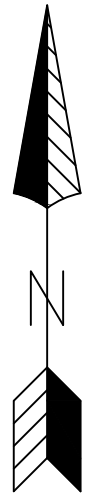
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

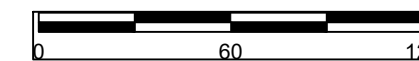
| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| PAGE: 1 OF 9 | | |



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

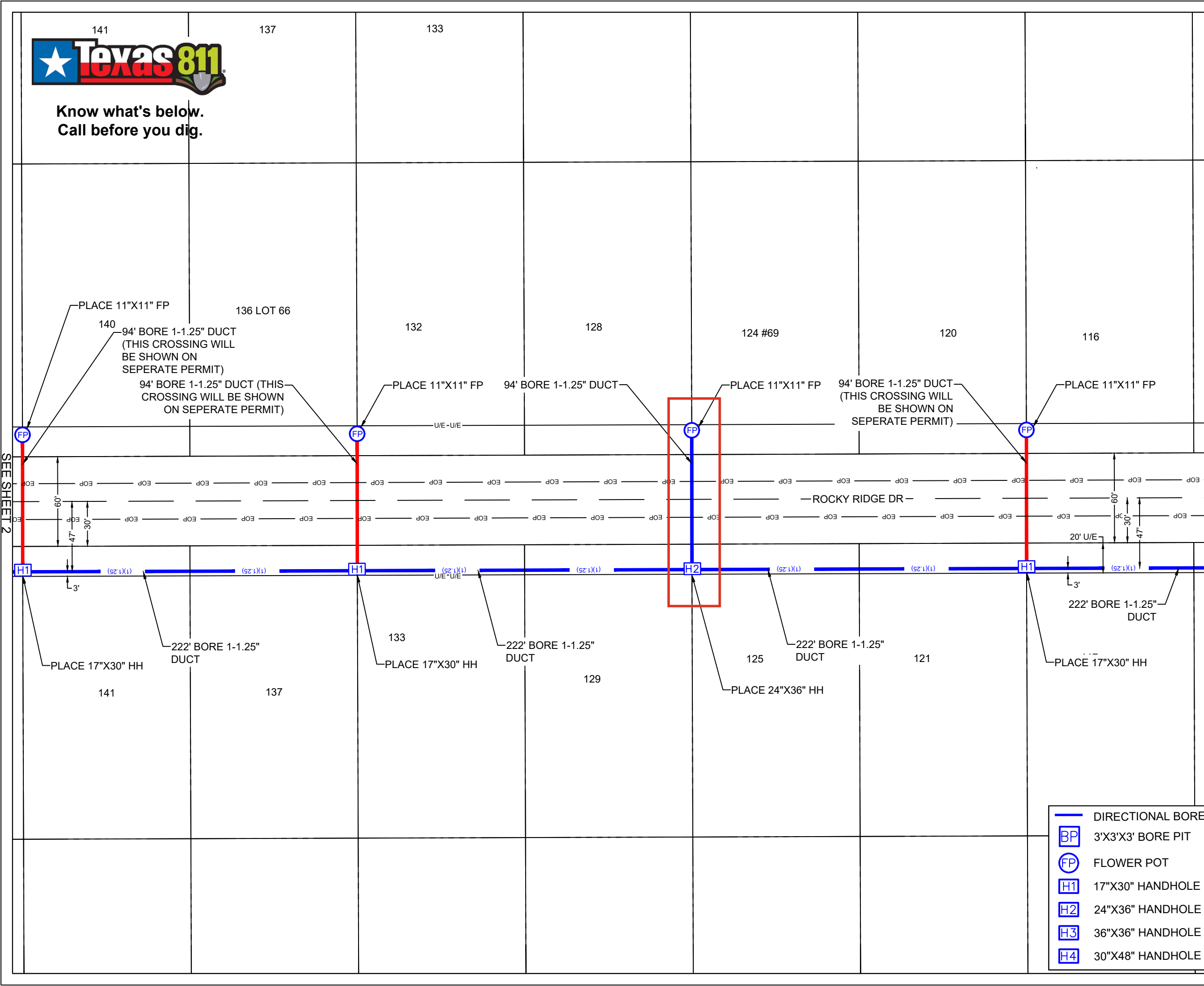


**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA |
| | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 3 OF 9 |

SEE SHEET 2

SEE SHEET 4



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

121 Rocky Ridge Dr, Somerset, TX 78065 29.14638, -98.68535

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

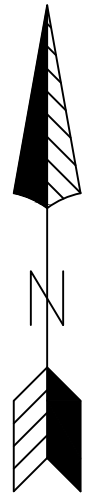
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

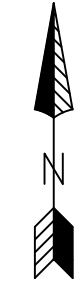


ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

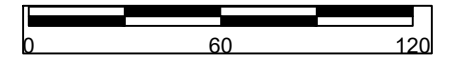
| | |
|------------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: ROCKY RIDGE DR - 5324798.dwg | PAGE: 1 OF 9 |



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 CONTRACTOR'S 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

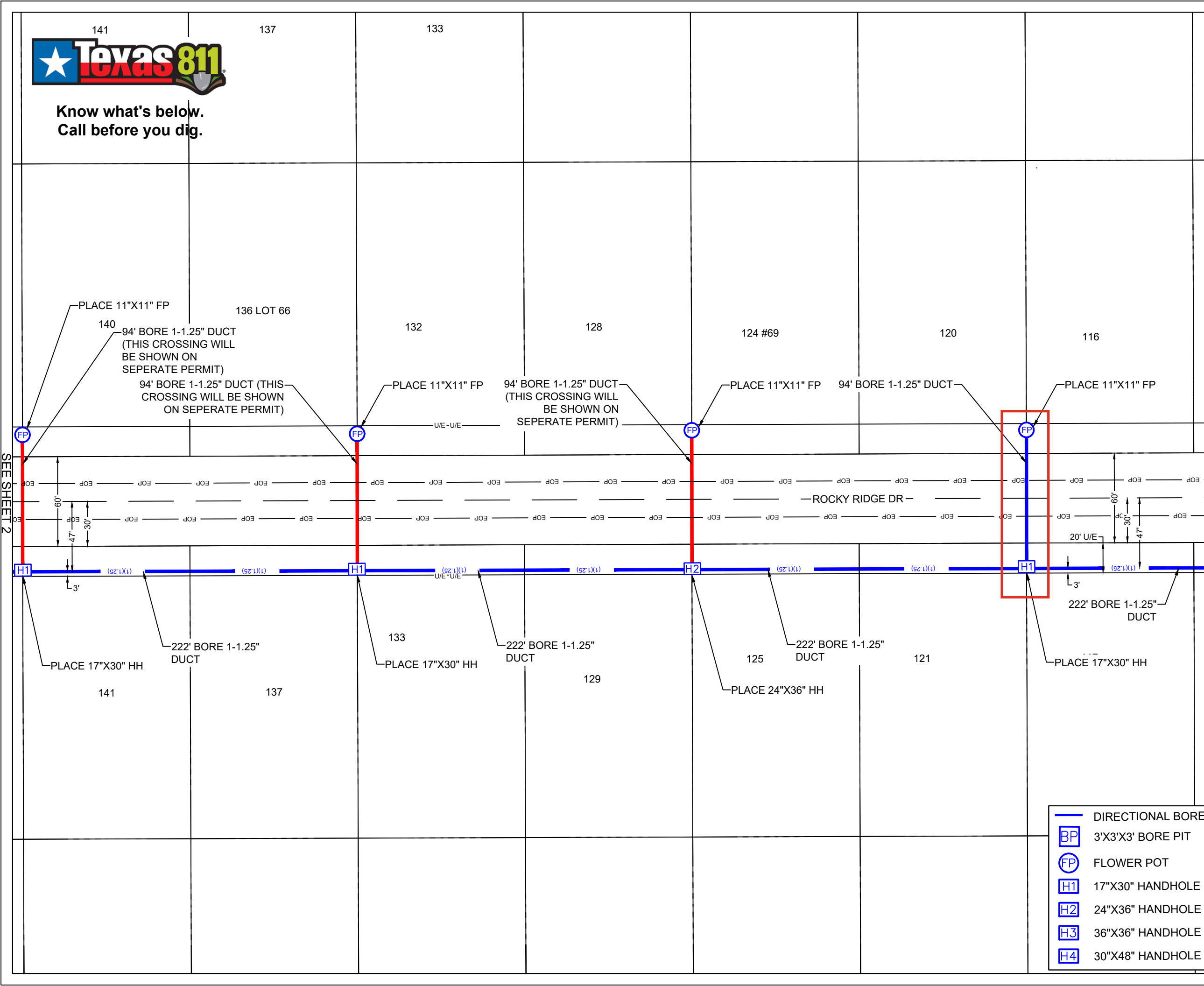


**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 3 OF 9 |

SEE SHEET 2

SEE SHEET 4



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

113 Rocky Ridge Dr, Somerset, TX 78065 29.14637, -98.68465

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

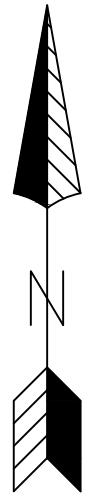
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| PAGE: 1 OF 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 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

105 Rocky Ridge Dr, Somerset, TX 78065 29.14636, -98.68395

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

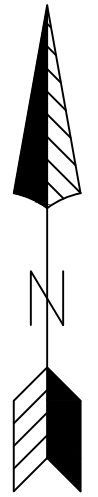
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

| | |
|------------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: ROCKY RIDGE DR - 5324798.dwg | PAGE: 1 OF 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

Sandy Ridge Rd - Cross #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 11 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

148 Sandy Ridge Dr, Somerset, TX 78065 29.147770, -98.68782

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25

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 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

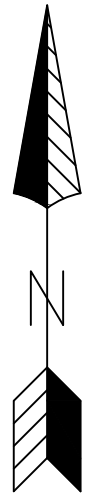
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| | | PAGE: 1 OF 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

Sandy Ridge - Cross #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

140 Sandy Ridge Dr, Somerset, TX 78065 29.14770, -98.68710

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

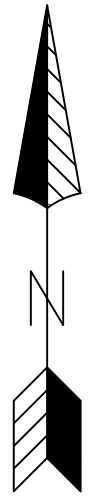
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

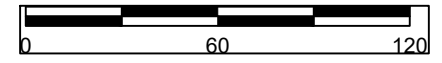
| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| PAGE: 1 OF 8 | | |



**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

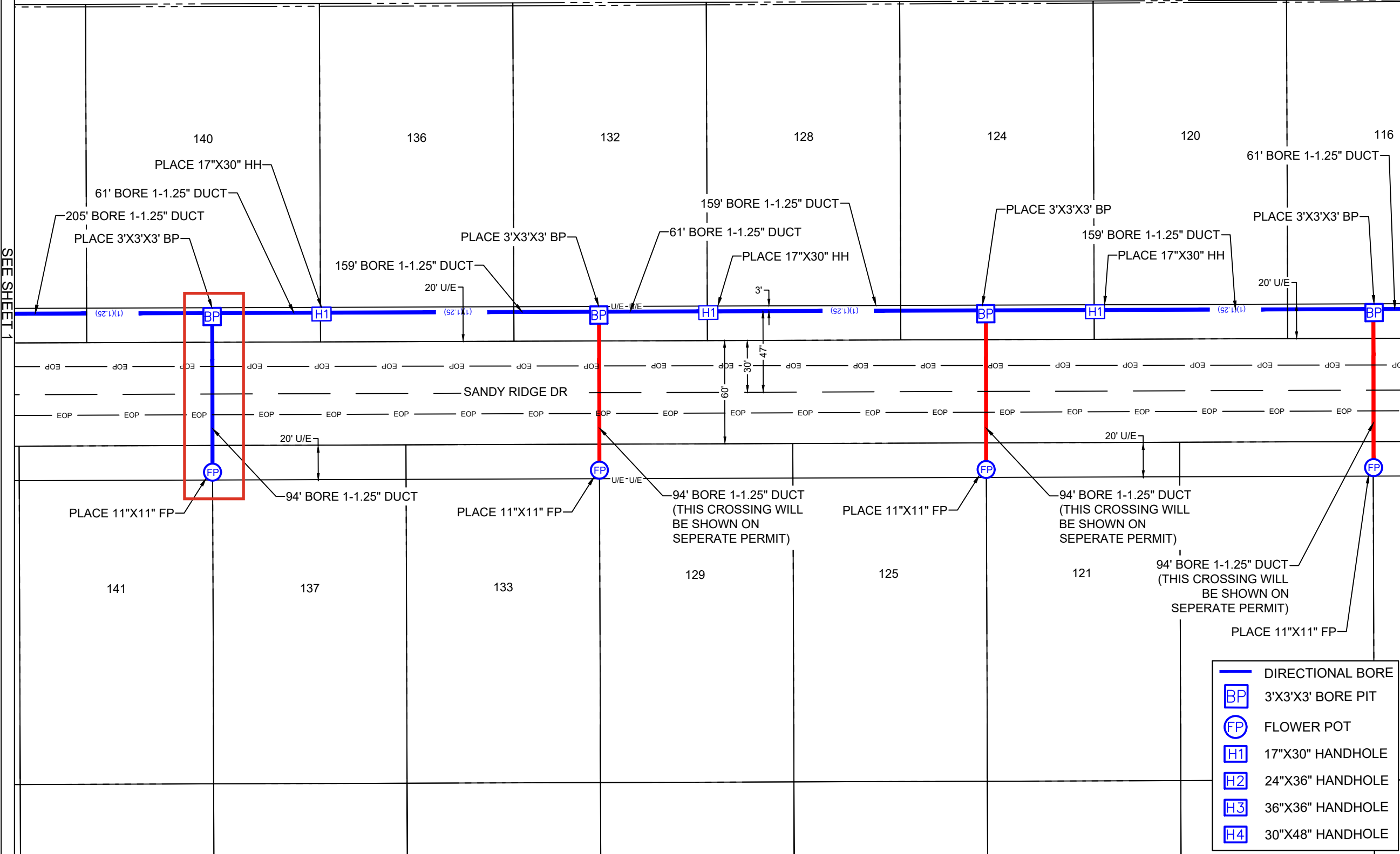


**ATASCOSA COUNTY
SANDY RIDGE DR - 5324789**

| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | FILE: SANDY RIDGE DR - 5324789.dwg |
| PHONE: 512-759-5352 | PAGE: 2 OF 8 |

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

133 Sandy Ridge Dr, Somerset, TX 78065 29.14774, -98.68642

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

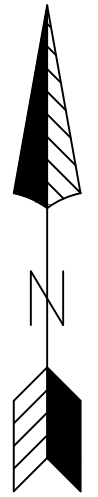
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| | | PAGE: 1 OF 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

Sandy Ridge - Cross #4

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

124 Sandy Ridge Dr, Somerset, TX 78065 29.14770, -98.68571

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
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 SANDY RIDGE DR - 5324789

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| | | PAGE: 1 OF 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 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

116 Sandy Ridge Dr, Somerset, TX 78065 29.14770, -98.68499

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

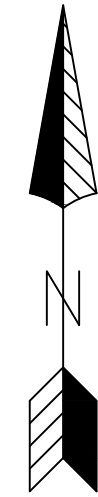
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| PAGE: 1 OF 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

Sandy Ridge - Cross #6

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

108 Sandy Ridge Dr, Somerset, TX 78065 29.14771, -98.68432

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

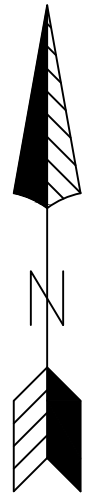
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: SANDY RIDGE DR - 5324789.dwg |
| | | PAGE: 1 OF 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 11 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

108 Valley View Dr, Somerset, TX 78065 29.14772, -98.69126

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25
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 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

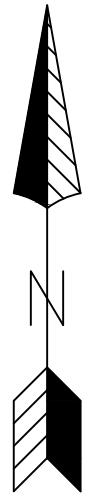
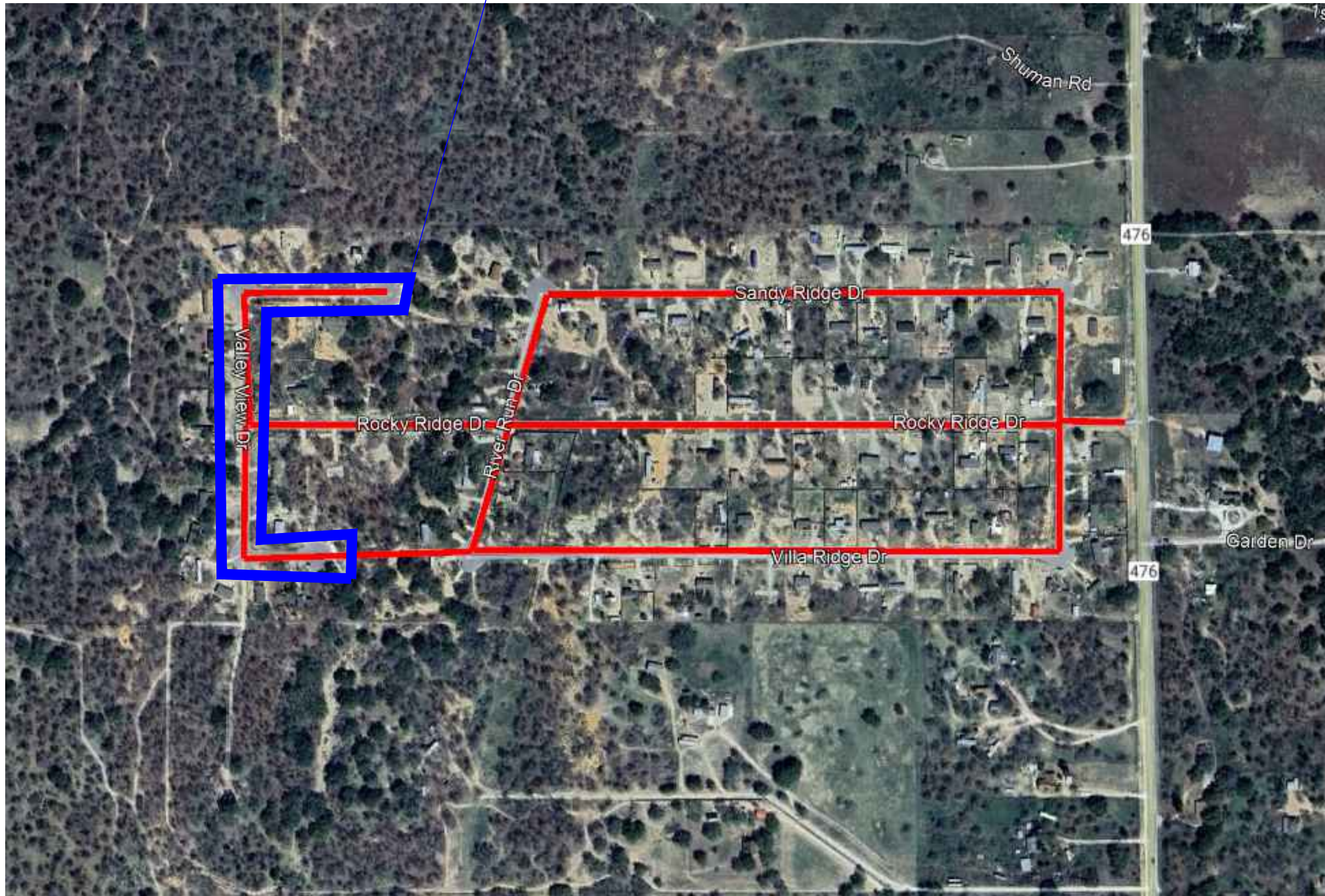
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY
VALLEY VIEW DR - 5324798**

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VALLEY VIEW DR - 5324798.dwg |
| | | PAGE: 1 OF 7 |

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 11 day of November, 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

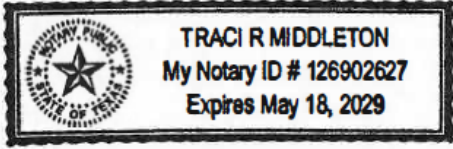
Company
By: HOUSLEY GROUP

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

116 Valley View Dr, Somerset, TX 78065 29.14770, -98.69186

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25
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 20 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 N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP
Devin Gould 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

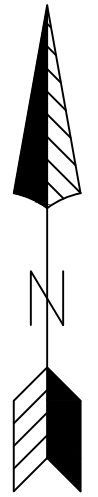
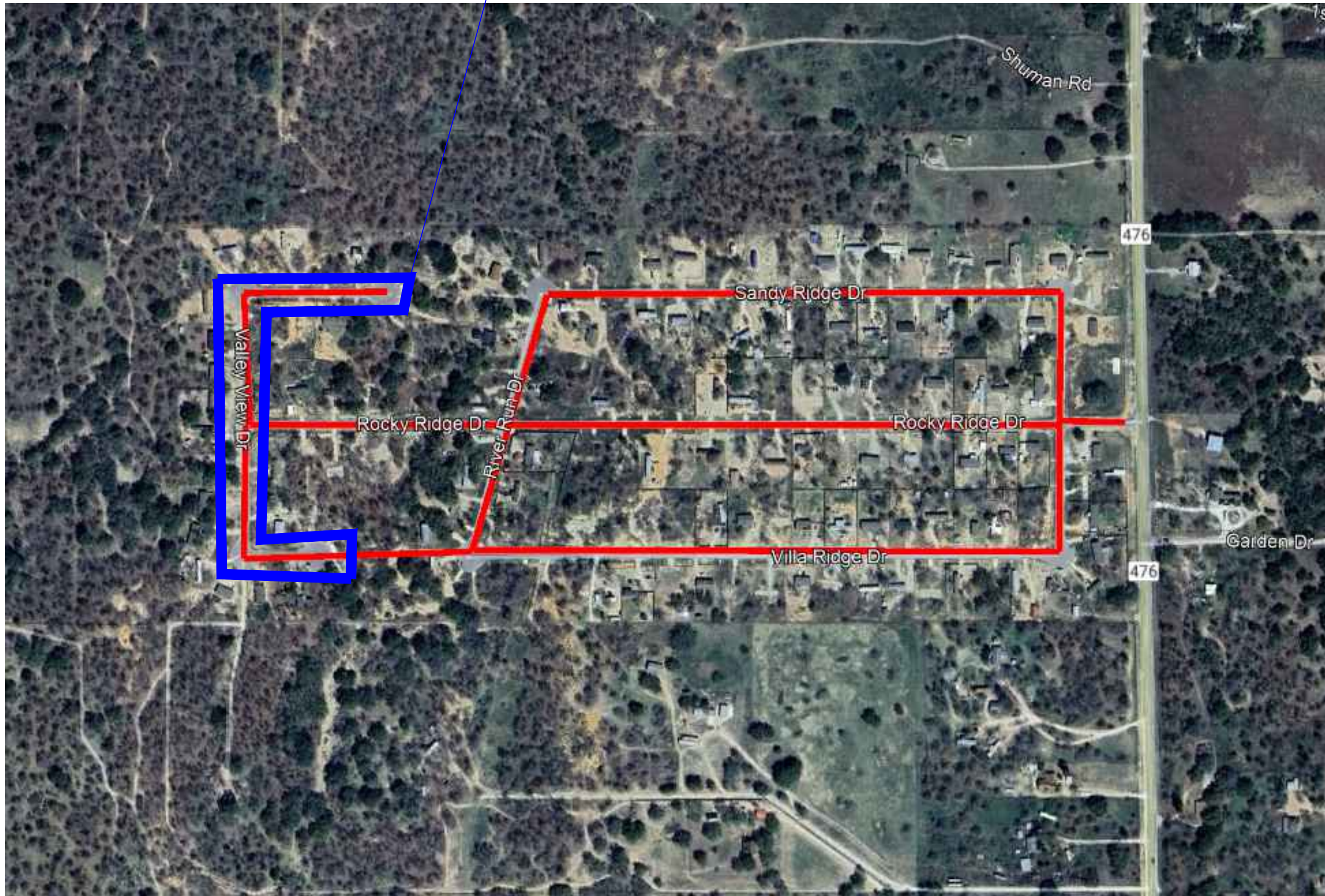
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VALLEY VIEW DR - 5324798.dwg |
| | | PAGE: 1 OF 7 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

140 Valley View Dr, Somerset, TX 78065 29.14675, -98.69242

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

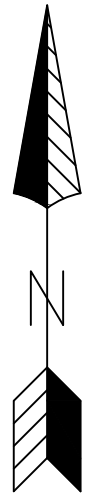
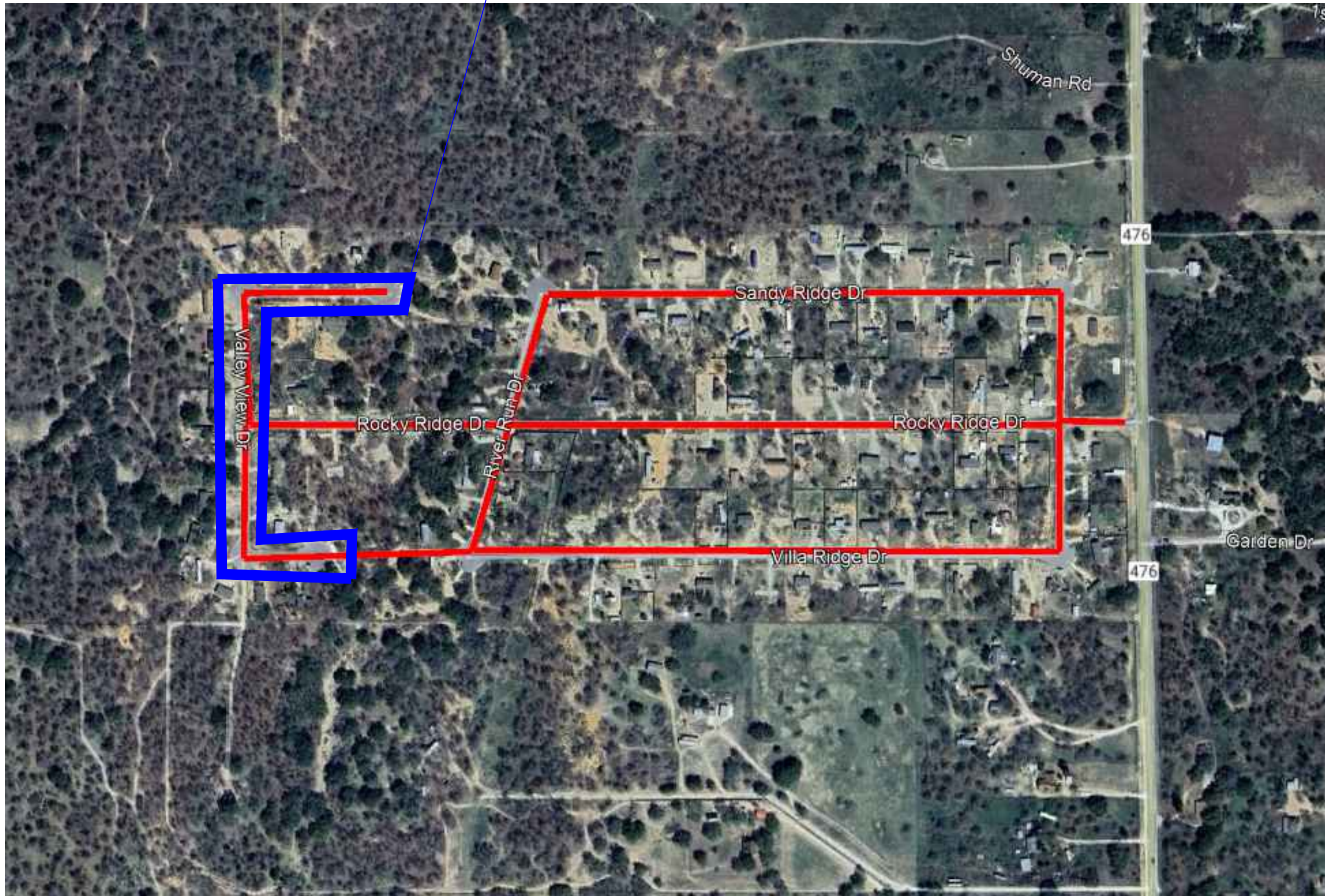
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VALLEY VIEW DR - 5324798.dwg |
| | | PAGE: 1 OF 7 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

148 Valley View Dr, Somerset, TX 78065 29.14630, -98.69239

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

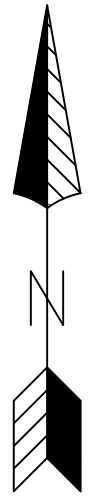
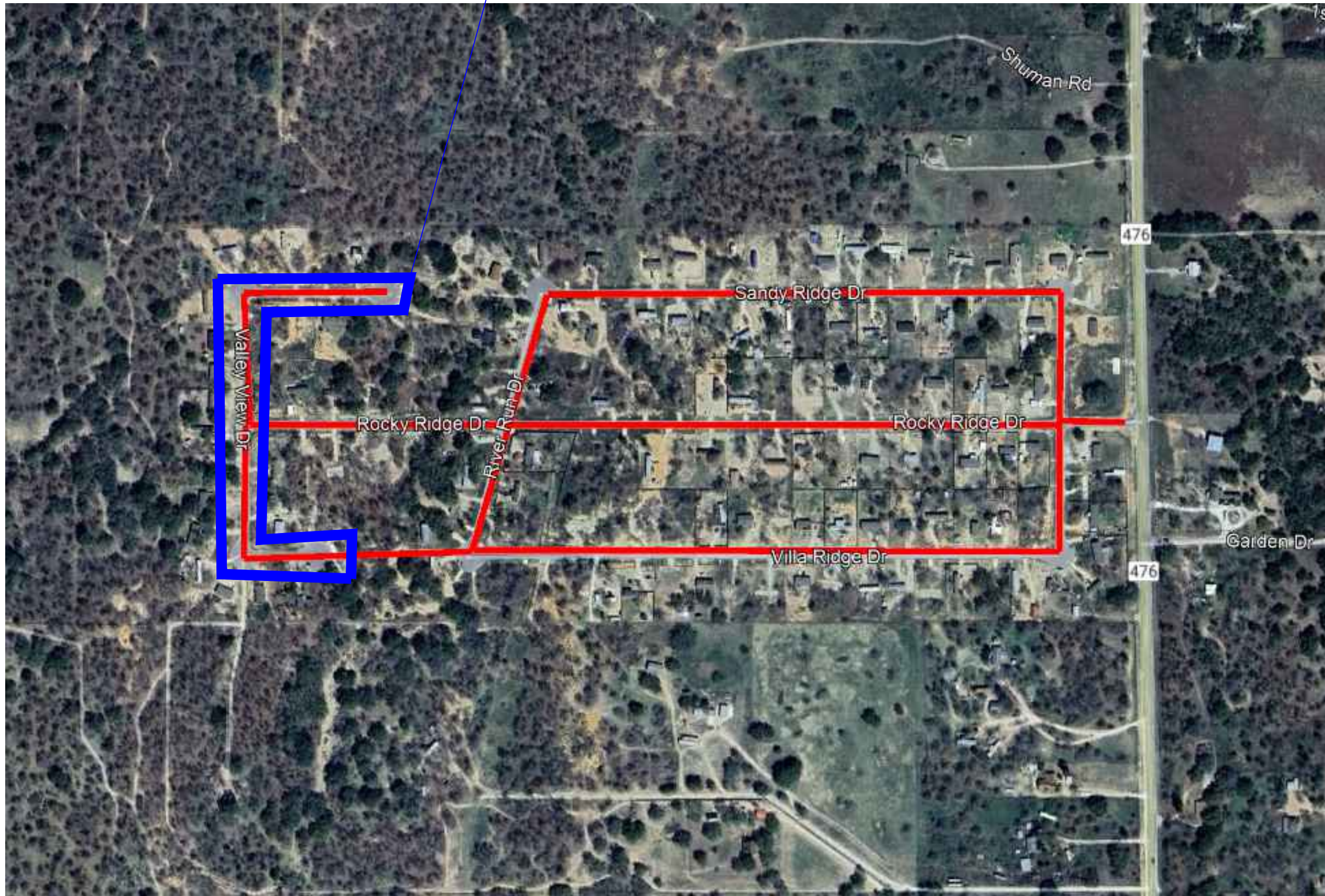
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VALLEY VIEW DR - 5324798.dwg |
| | PAGE: 1 OF 7 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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

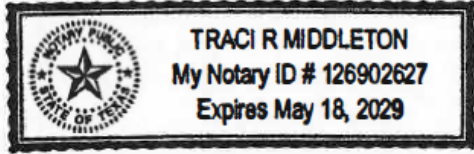
COUNTY OF Williamson

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

152 Valley View Dr, Somerset, TX 78065 29.14611, -98.69239

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

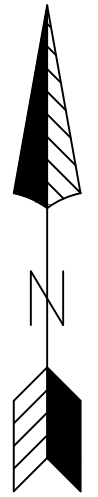
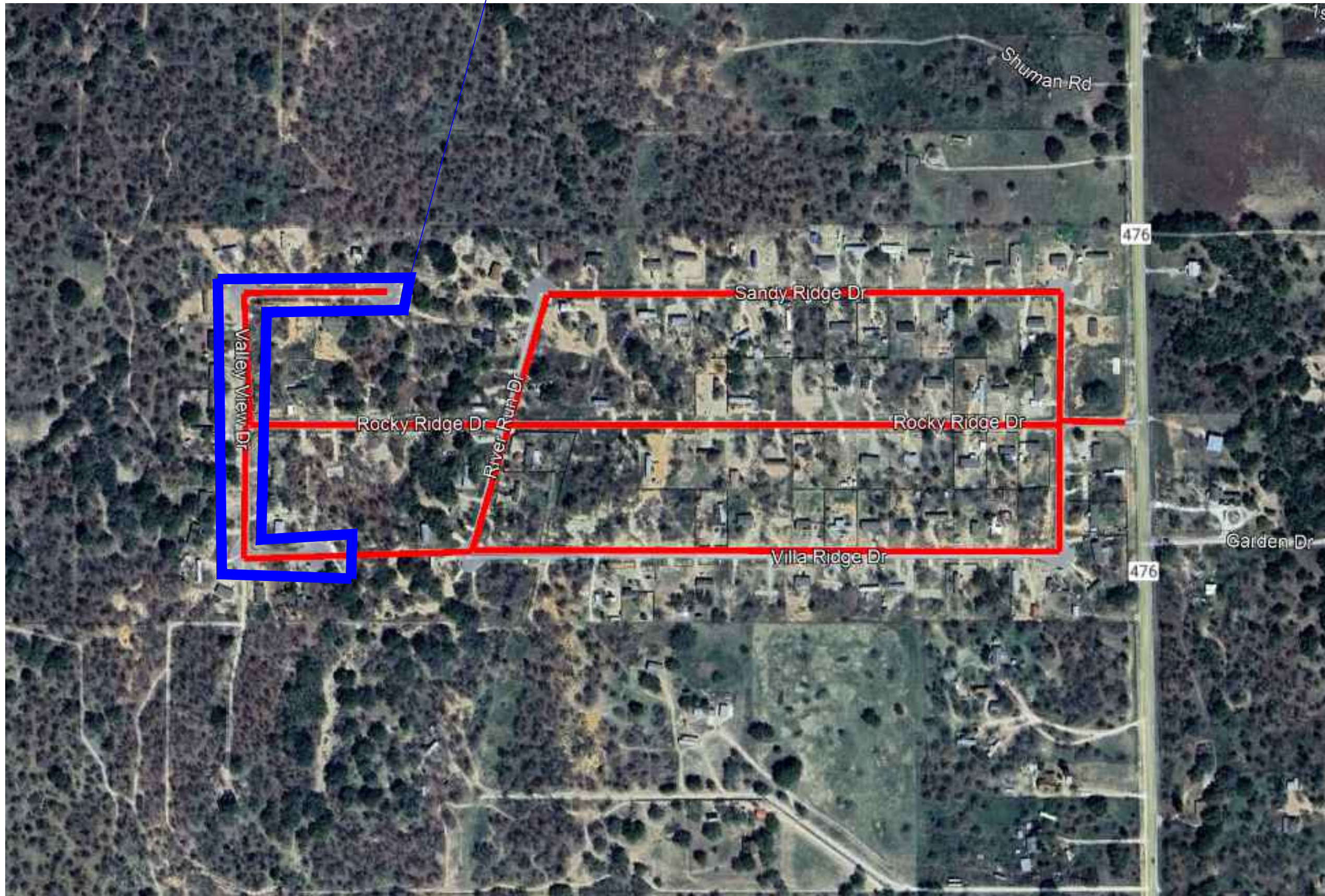
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

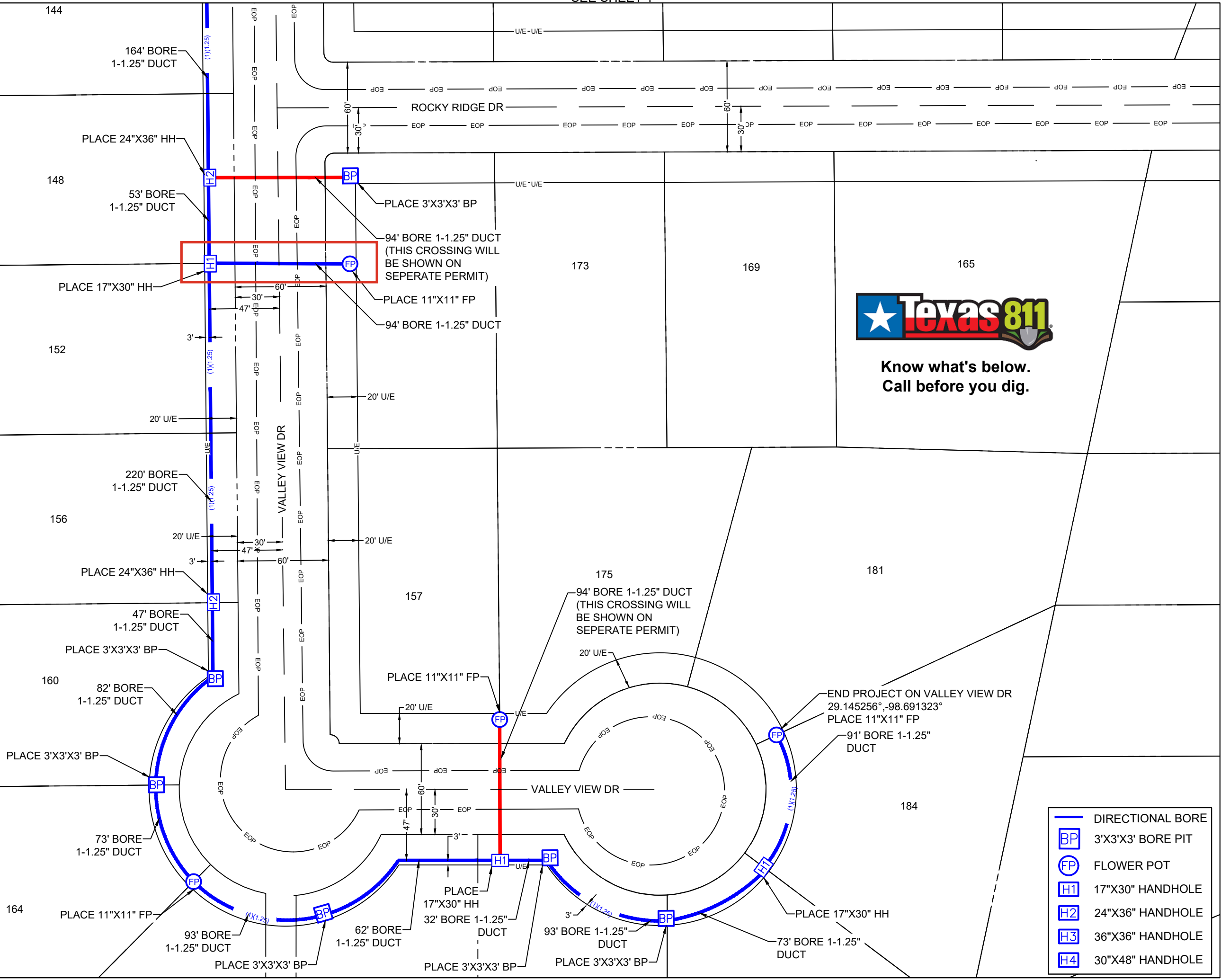
LOCATION MAP

PROJECT AREA

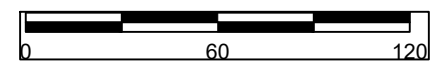


ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | |
|------------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: VALLEY VIEW DR - 5324798.dwg | PAGE: 1 OF 7 |



SCALE: 1" = 60'



Know what's below.
Call before you dig.

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

| UNIT | ACCT CODE |
|------|-----------|
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**ATASCOSA COUNTY
VALLEY VIEW DR - 5324798**

| | | | |
|-----------------|-----------|------------|------------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| EXCH. CODE: | 70428 | FILE: | VALLEY VIEW DR - 5324798.dwg |
| DRAWN DATE: | 9/26/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | PHONE: | 512-759-5352 |
| PAGE: | 2 OF 7 | | |

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

176 Valley View Dr, Somerset, TX 78065 29.14513, -98.69189

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:
HOUSLEY GROUP
Devin Gould 11/12/25
Signature Date
Devin Gould
Printed Name

Authorized Representative for Atascosa
County: Weldon P Cude, County Judge
Signature Date

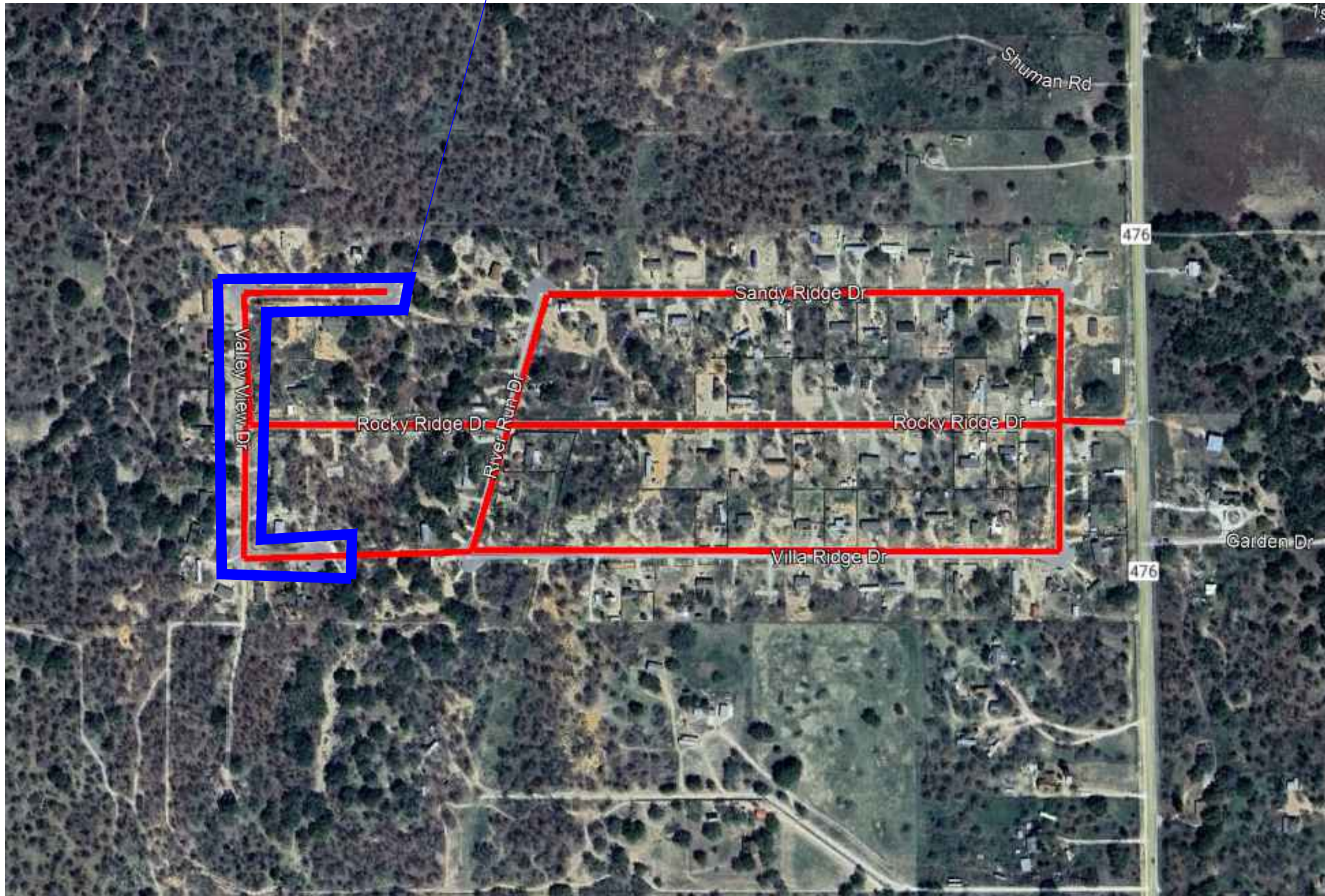
Atascosa County Commissioner, Precinct No. _____
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VALLEY VIEW DR - 5324798.dwg |
| | | PAGE: 1 OF 7 |

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

Ville Ridge - Cross #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 11 day of NOVEMBER, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

157 Villa Ridge Dr, Somerset, TX 78065 29.14513, -98.68852

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

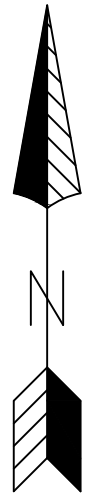
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| | FILE: VILLA RIDGE DR - 5324798.dwg |
| | PAGE: 1 OF 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 11 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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.

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149 Villa Ridge Dr, Somerset, TX 78065 29.14513, -98.68781

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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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/11/25
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 20 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 11/11/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

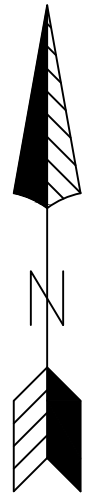
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
VILLA RIDGE DR - 5324798

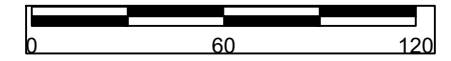
| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| | FILE: VILLA RIDGE DR - 5324798.dwg |
| | PAGE: 1 OF 8 |



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

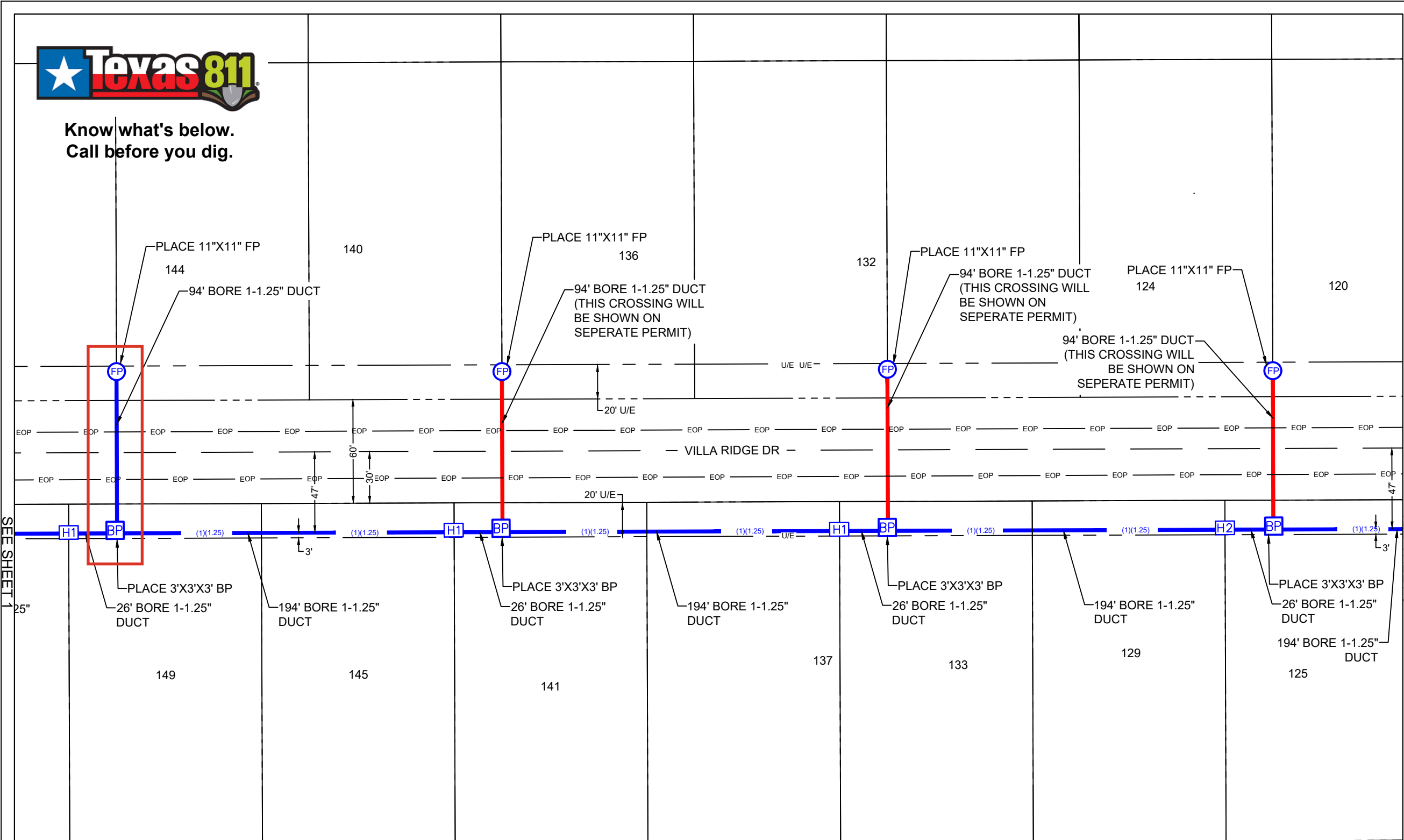


ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | | | |
|-----------------|------------------------------|-------------|--------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/26/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 512-759-5352 |
| FILE: | VILLA RIDGE DR - 5324798.dwg | PAGE: | 2 OF 8 |

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

141 Villa Ridge Dr, Somerset, TX 78065 29.14512, -98.68710

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25

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 20 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 N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP
Devin Gould 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

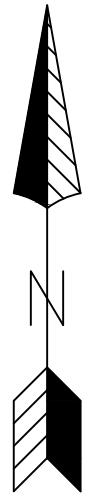
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VILLA RIDGE DR - 5324798

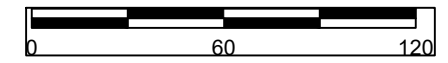
| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VILLA RIDGE DR - 5324798.dwg |
| | PAGE: 1 OF 8 | |



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

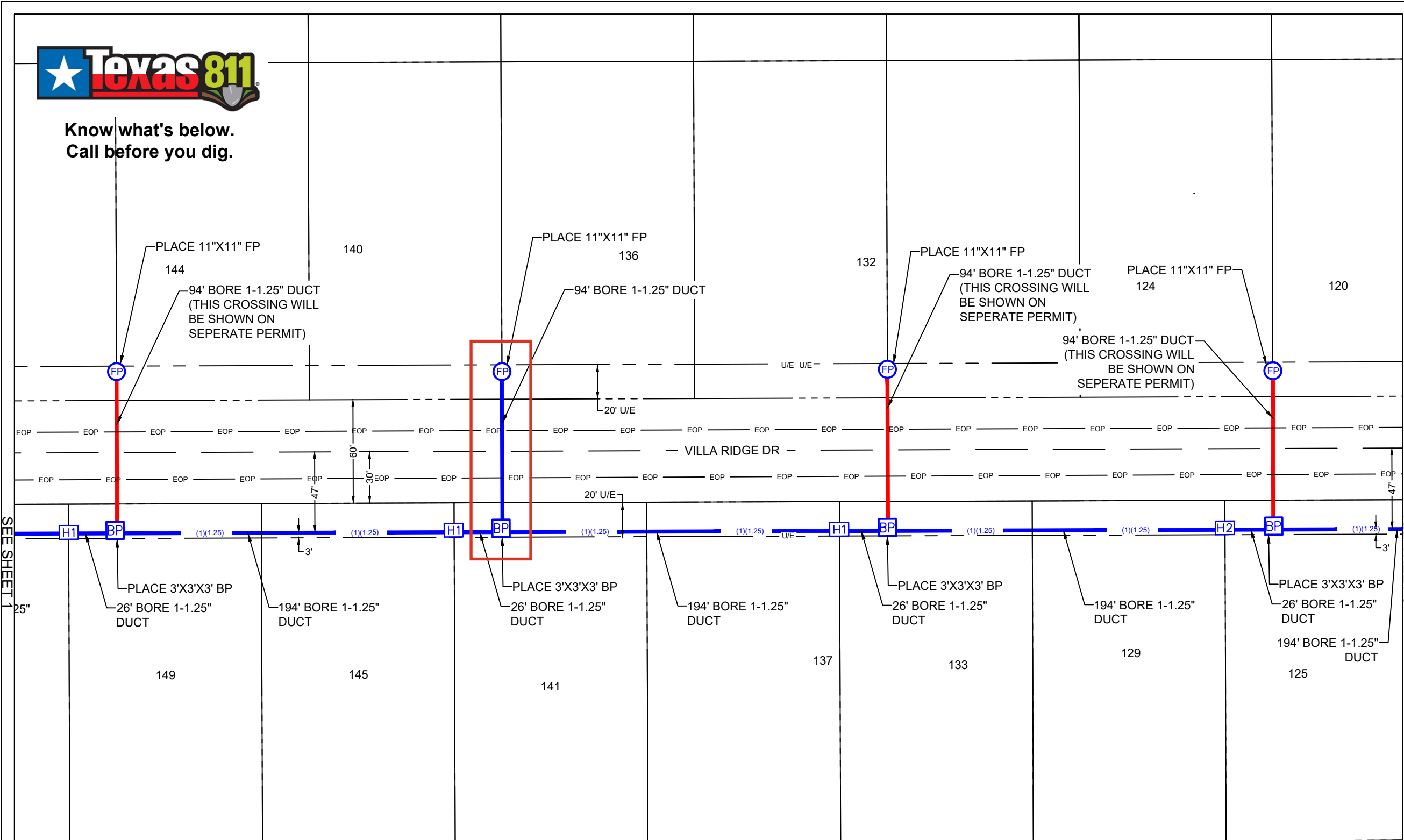


ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | | | |
|-----------------|-----------|------------|------------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/26/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | CNTY: | ATASCOSA |
| | | PHONE: | 512-759-5352 |
| | | FILE: | VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: | 2 OF 8 |

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 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

133 Villa Ridge Dr, Somerset, TX 78065 29.14513, -98.68641

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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.
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4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight N/A traffic N/A stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP
Devin Gould 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

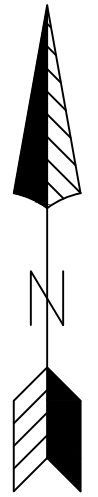
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VILLA RIDGE DR - 5324798

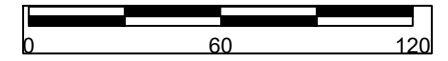
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| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| | FILE: VILLA RIDGE DR - 5324798.dwg |
| | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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UNITS / ACCT CODES

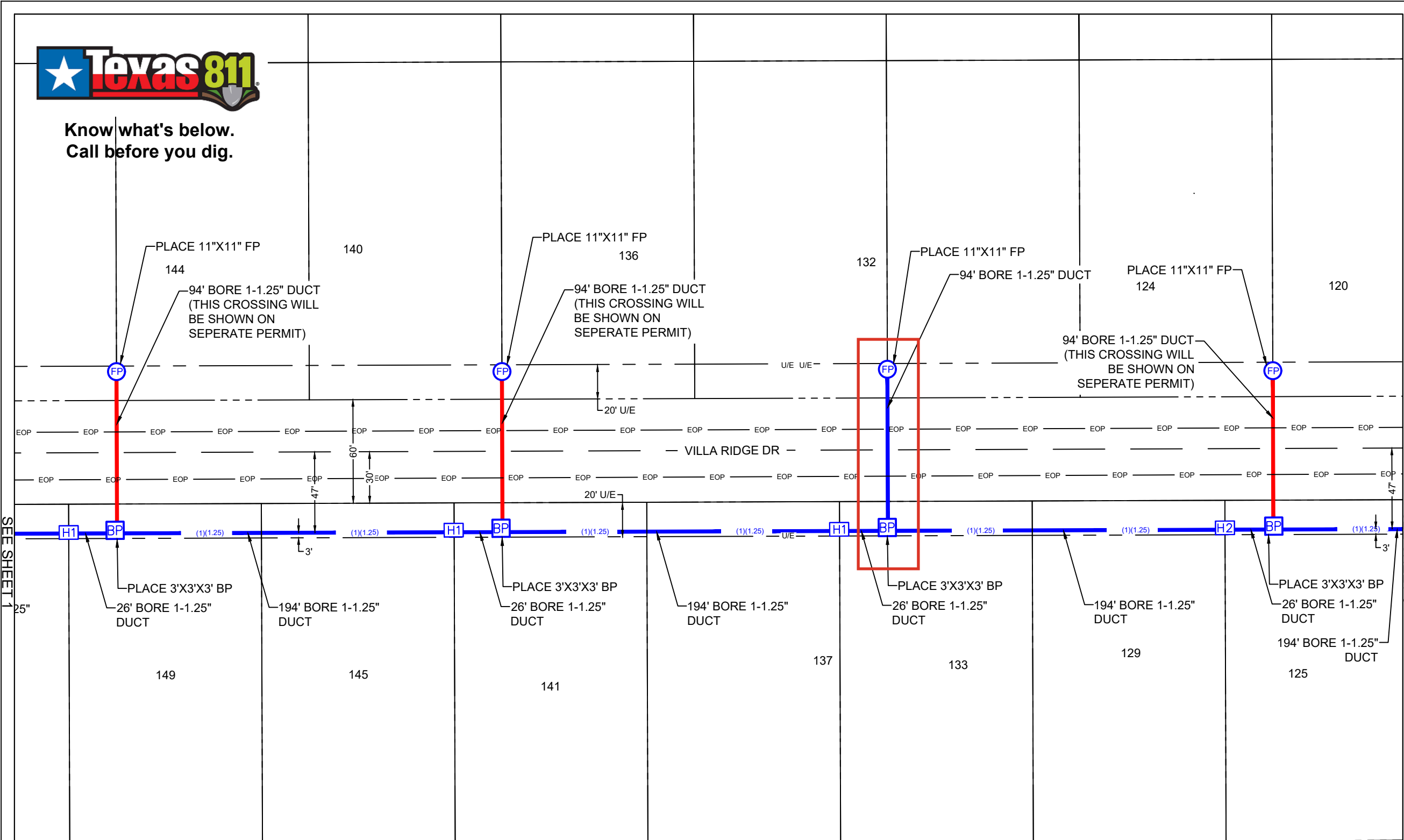


ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | | | |
|-----------------|-----------|------------|------------------------------|
| PROJECT NUMBER: | 5324798 | C.O. AREA: | JOURDANTON |
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| | | PHONE: | 512-759-5352 |
| | | FILE: | VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: | 2 OF 8 |

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

125 Villa Ridge Dr, Somerset, TX 78065

29.14512, -98.68569

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

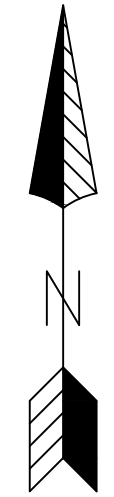
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: 1 OF 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 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

117 Villa Ridge Dr, Somerset, TX 78065 29.14512, -98.68498

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
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 VILLA RIDGE DR - 5324798

| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| | FILE: VILLA RIDGE DR - 5324798.dwg |
| | PAGE: 1 OF 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 12 day of November, 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, 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:

109 Villa Ridge Dr, Somerset, TX 78065 29.14512, -98.68433

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.

DEVIN GOULD

Printed Name of Payor (If Company or Business Entity)

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS

Printed Name of Payor's Authorized Agent

Devin Gould

Signature of Payor or Payor's Authorized Agent

11/12/25
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 20 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 11/12/25
Signature Date

Devin Gould
Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

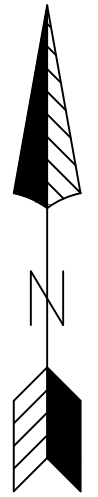
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



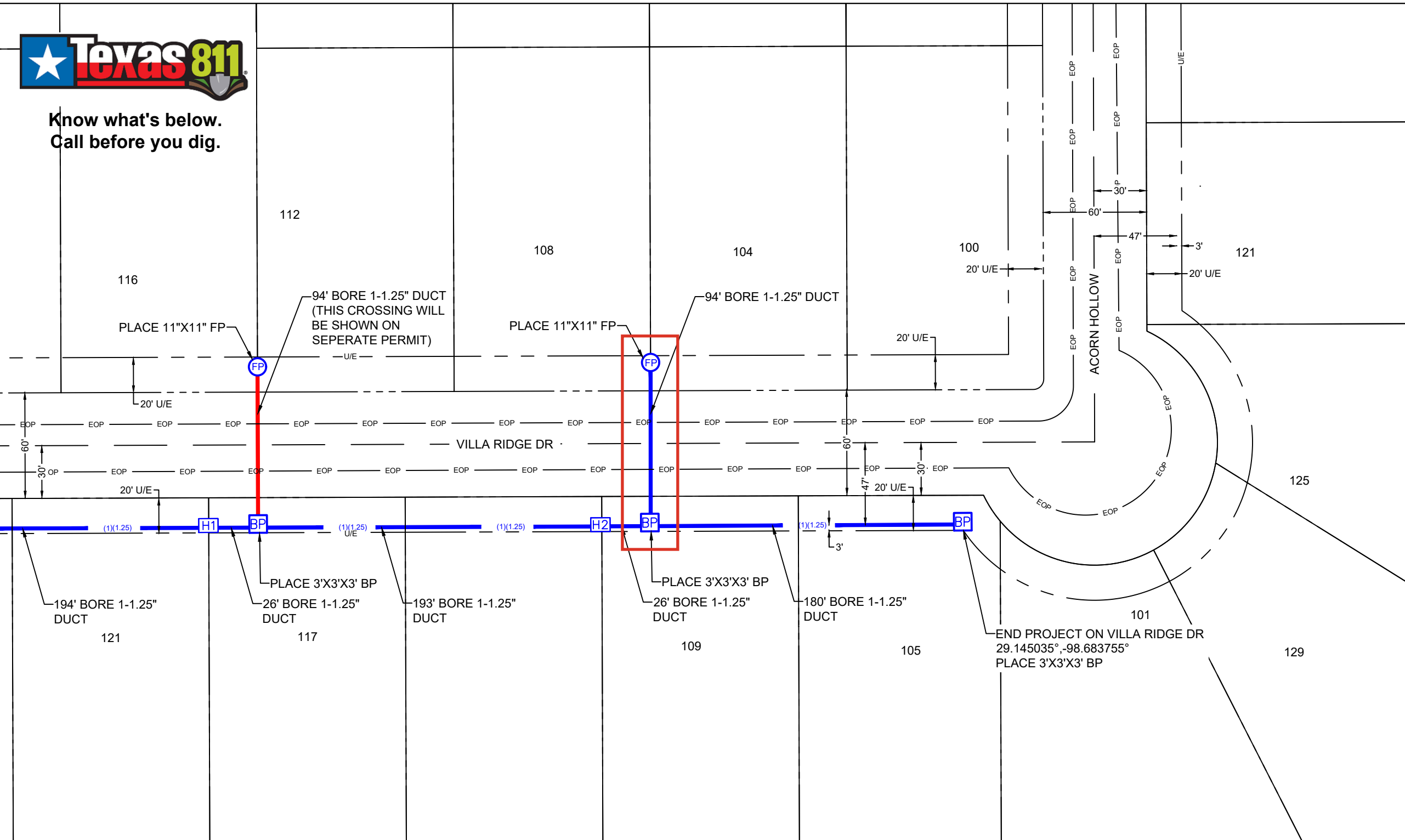
**ATASCOSA COUNTY
VILLA RIDGE DR - 5324798**

| | | |
|-------------------------|---|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: 1 OF 8 |

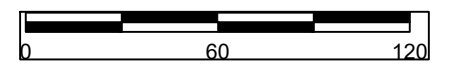


Know what's below.
Call before you dig.

SEE SHEET 2



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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ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | FILE: VILLA RIDGE DR - 5324798.dwg |
| PAGE: 3 OF 8 | |

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

AGENDA REQUEST (GENERAL)

Agenda Item 15.

Meeting Date: 11/24/2025
Item Title: Right of Way Permit - Frontier Communications
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

- A. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Acorn Hollow in Precinct 2.
- B. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on River Run Dr. in Precinct 2.
- C. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Rocky Ridge Dr. in Precinct 2.
- D. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Sandy Ridge Dr. in Precinct 2.
- E. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Valley View Dr. in Precinct 2.
- F. Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way Permit for Frontier Communications on Villa Ridge Dr. in Precinct 2.

ATTACHMENTS

Frontier - Acorn Hollow
Frontier - River Run Dr
Frontier - Rocky Ridge Dr.
Frontier - Sandy Ridge Dr
Frontier - Valley View Dr.
Frontier - Villa Ridge Dr.

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

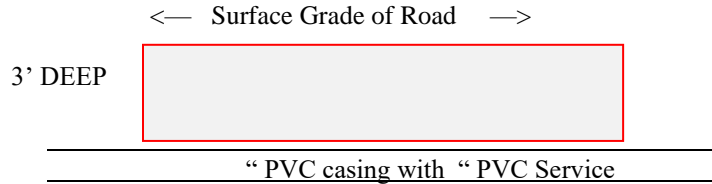
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 Acorn Hollow in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .20 mi.
or 1060ft

(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 December, 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 Acorn Hollow
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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
 5324798
 ACORN HOLLOW

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 2 |
| 4 | LEGEND SHEET | 3 |
| 5 | NOTES - CONTACT SHEET | 4 TO 5 |
| 6 | TYPICAL DETAILS | 6 TO 7 |

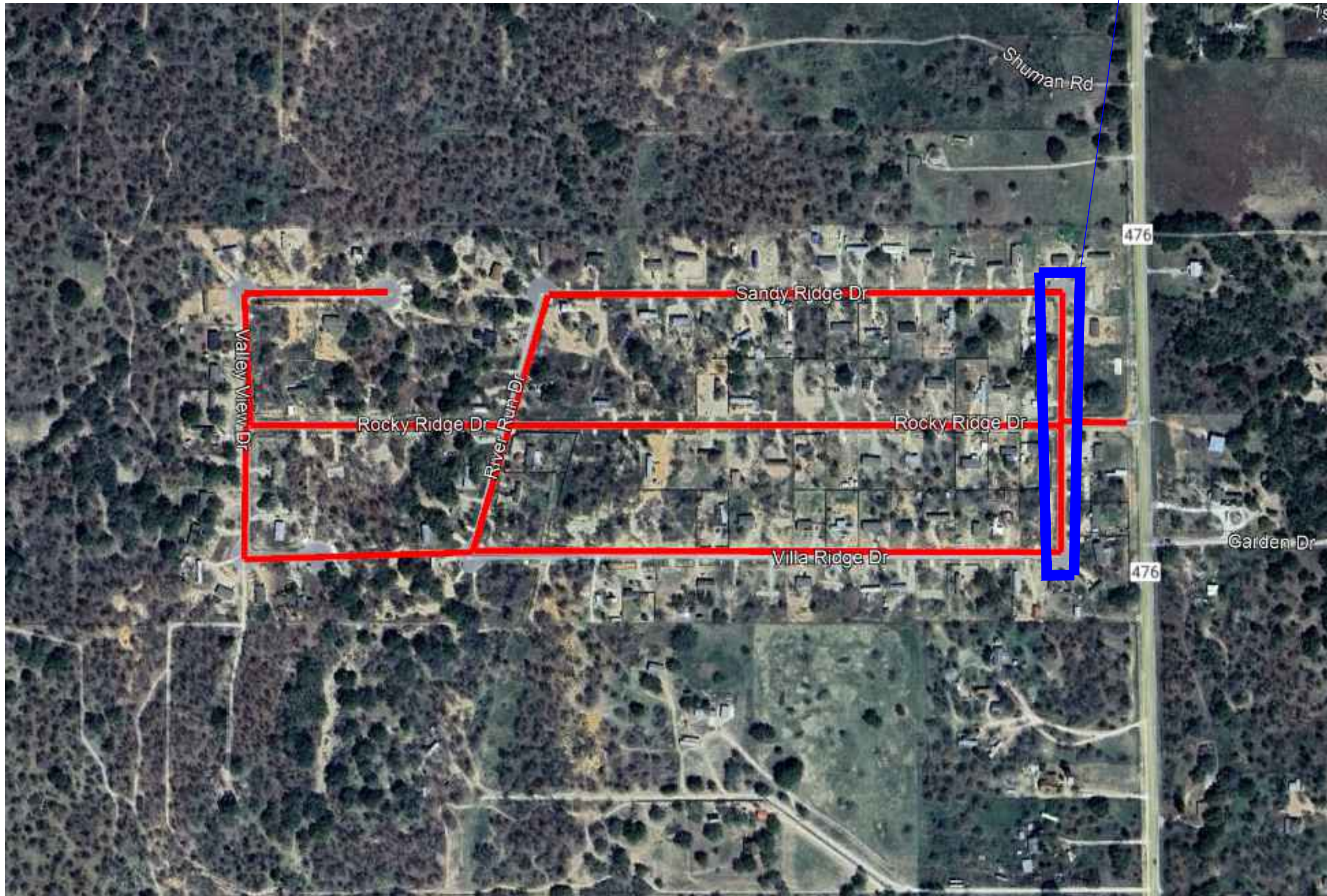


ATASCOSA COUNTY ACORN HOLLOW - 5324798

| | | |
|-------------------------|-----------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: ACORN HOLLOW - 5324798.dwg |
| | PAGE: i OF 7 | |

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ACORN HOLLOW - 5324798

| | |
|----------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: ACORN HOLLOW - 5324798.dwg | PAGE: 1 OF 7 |



Know what's below.
Call before you dig.

113

101

SEE SHEET 1

108' BORE 1-1.25" DUCT

20' U/E

PLACE 11"X11" FP
117

112' BORE 1-1.25" DUCT

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

PLACE 11"X11" FP

PLACE 17"X30" HH

106' BORE 1-1.25" DUCT

108

104

100

20' U/E

121

PLACE 3'X3'X3' BP

20' U/E

47'

121

PLACE 3'X3'X3' BP

108' BORE 1-1.25" DUCT

VILLA RIDGE DR

20' U/E

125

PLACE 11"X11" FP

69' BORE 1-1.25" DUCT

END PROJECT ON ACORN HOLLOW
29.145034°, -98.683754°
PLACE 3'X3'X3' BP

105

26' BORE 1-1.25" DUCT

PLACE 17"X30" HH

101

PLACE 3'X3'X3' BP

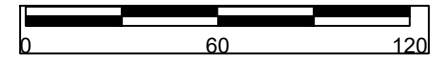
129

101' BORE 1-1.25" DUCT

W FM 476



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 ACORN HOLLOW - 5324798

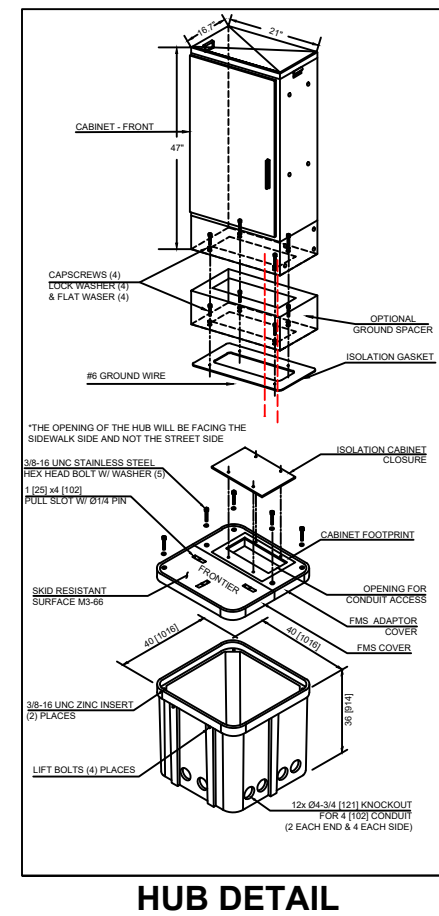
| | |
|----------------------------------|-----------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: ACORN HOLLOW - 5324798.dwg | PAGE: 2 OF 7 |

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

SEE SHEET 1

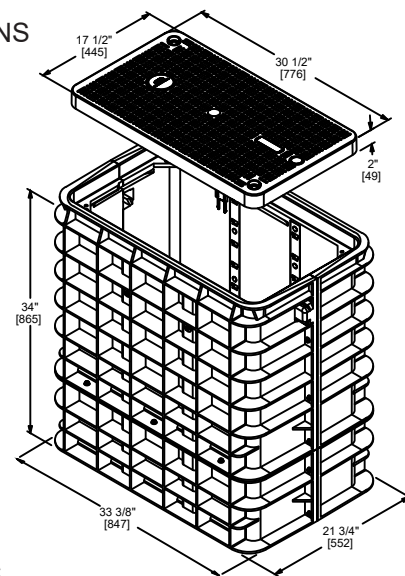
LEGEND AND DETAILS

| | |
|---------------------|--|
| 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 | |
| PROP (2)(1.25) DUCT | |
| PROP (1)(1.50) DUCT | |
| PROP (2)(1.50) DUCT | |
| RIGHT OF WAY | |
| CENTER LINE | |
| EDGE OF PAVEMENT | |

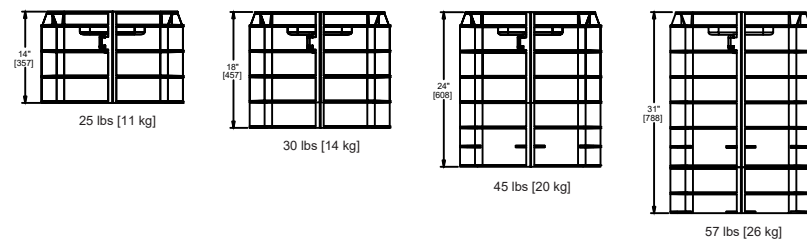


17X30 BODY SPECIFICATIONS

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

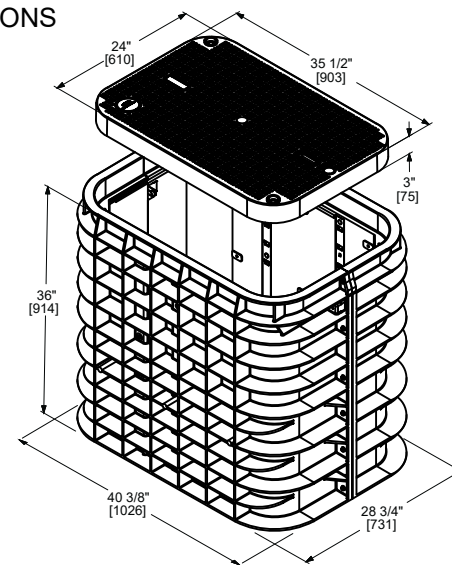


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

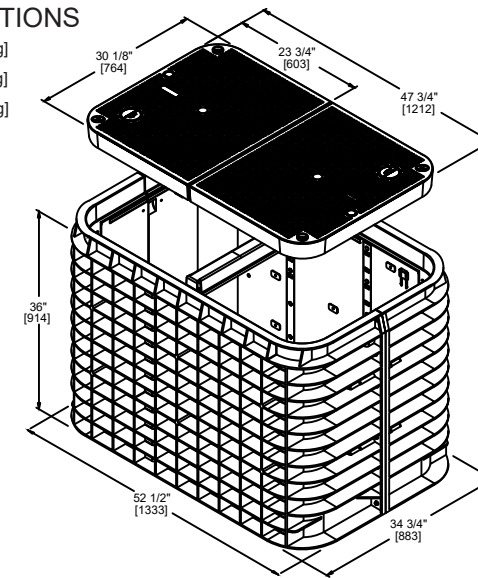


ADDITIONAL BODY DEPTHS

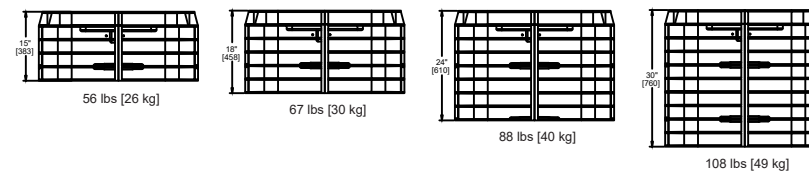


3X5 BODY SPECIFICATIONS

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



**ATASCOSA COUNTY
ACORN HOLLOW - 5324798**

| | |
|-------------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
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| | FILE: ACORN HOLLOW - 5324798.dwg |
| | PAGE: 3 OF 7 |

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 ACORN HOLLOW - 5324798

| | | |
|-------------------------|---|--|
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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 4 OF 7 |

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.f.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

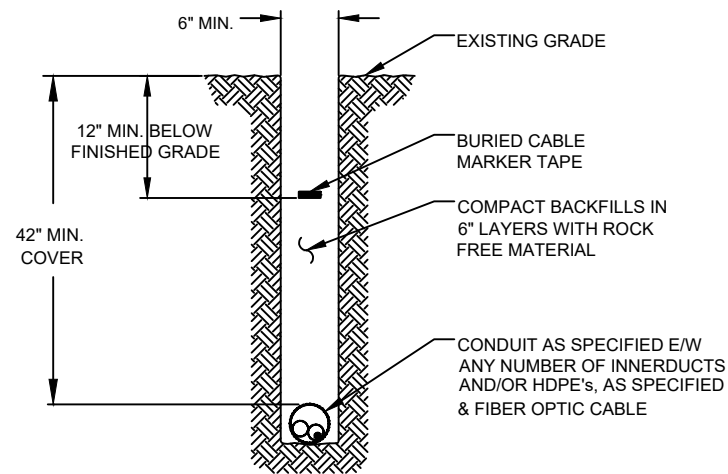


ATASCOSA COUNTY ACORN HOLLOW - 5324798

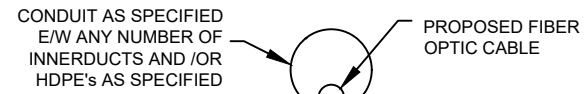
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| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ACORN HOLLOW - 5324798.dwg |
| | PAGE: 5 OF 7 | |

CONSTRUCTION DETAILS

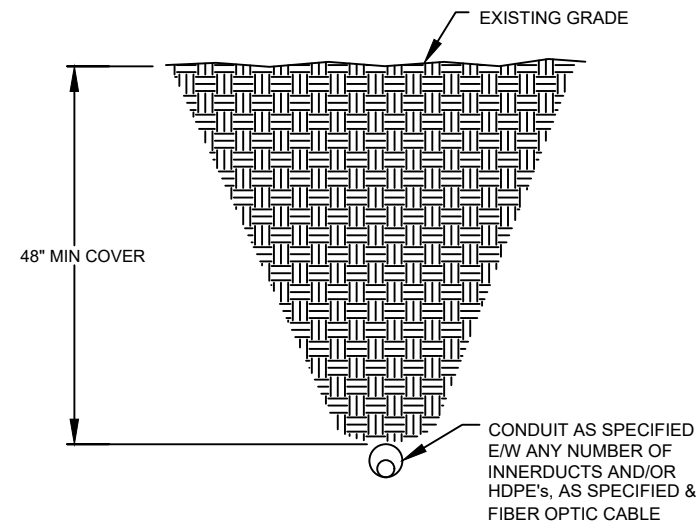
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



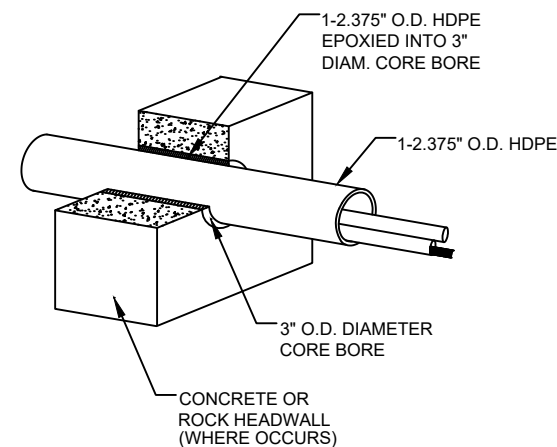
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

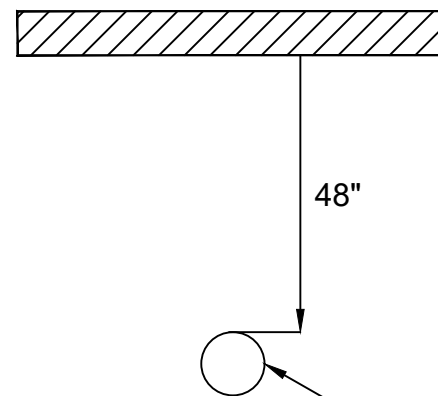


TYPICAL DETAIL "D"
3" CORE BORE



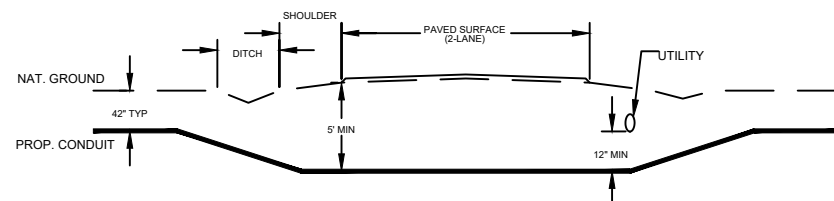
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



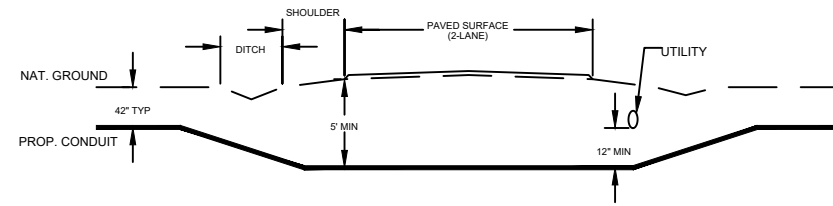
ATASCOSA COUNTY
ACORN HOLLOW - 5324798

| | | |
|-------------------------|---|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 6 OF 7 |

ROAD CROSSING DETAILS

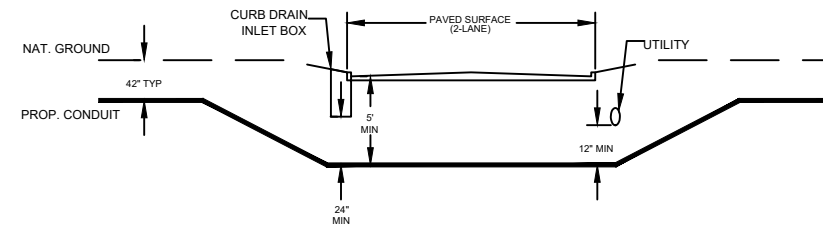
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



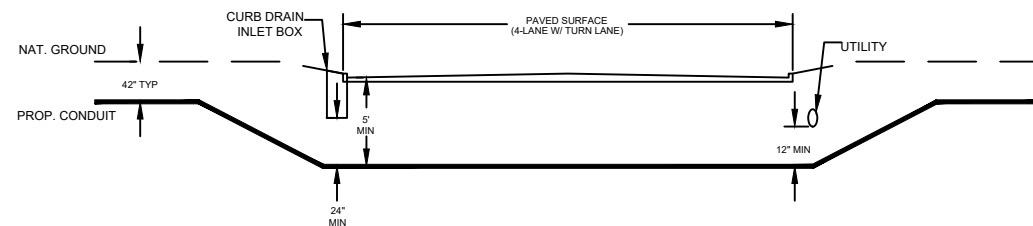
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



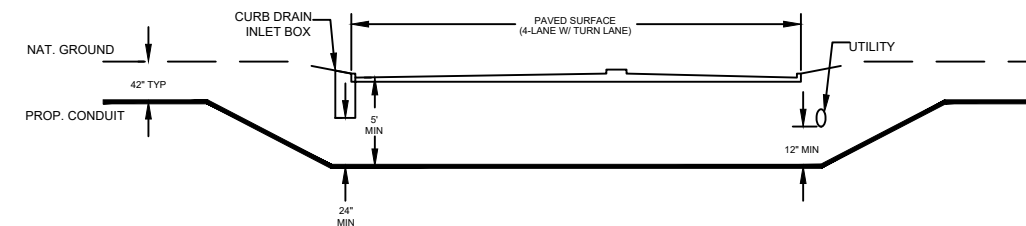
TYPICAL DETAIL "C"

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



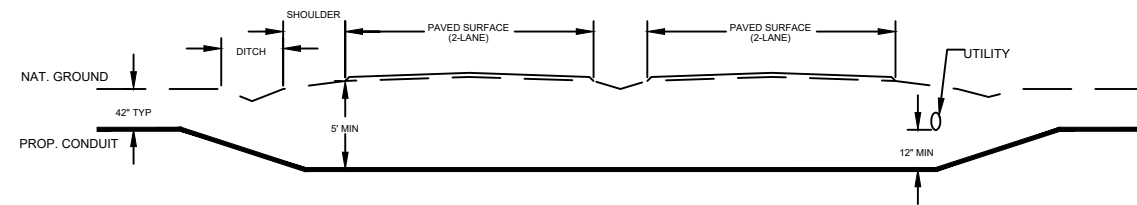
TYPICAL DETAIL "D"

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



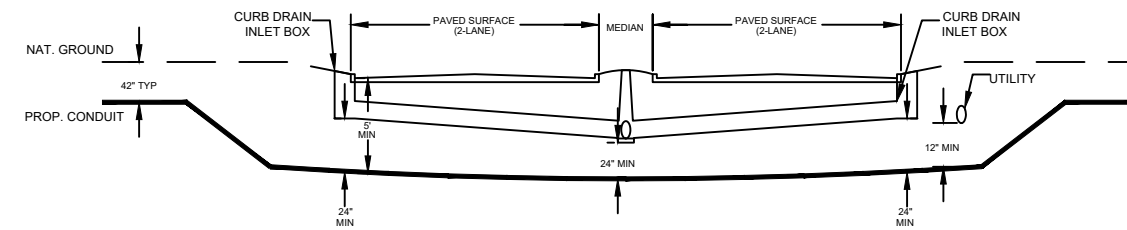
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
ACORN HOLLOW - 5324798**

| | | |
|-------------------------|-----------------------|----------------------------------|
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| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ACORN HOLLOW - 5324798.dwg |
| | PAGE: 7 OF 7 | |

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

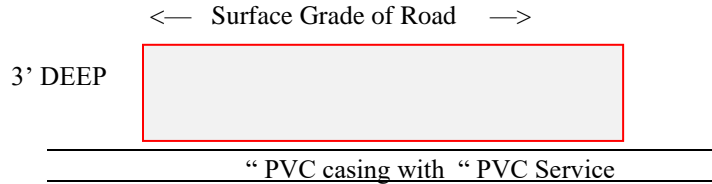
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 River Run Dr in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .12 mi.
or 658ft

(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 December, 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 River Run Dr
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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
 5324798
 RIVER RUN DR

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 2 |
| 4 | LEGEND SHEET | 3 |
| 5 | NOTES - CONTACT SHEET | 4 TO 5 |
| 6 | TYPICAL DETAILS | 6 TO 7 |

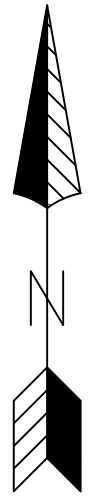


**ATASCOSA COUNTY
 RIVER RUN DR - 5324798**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA FILE: RIVER RUN DR - 5324798.dwg |
| | PAGE: i OF 7 |

LOCATION MAP

PROJECT AREA

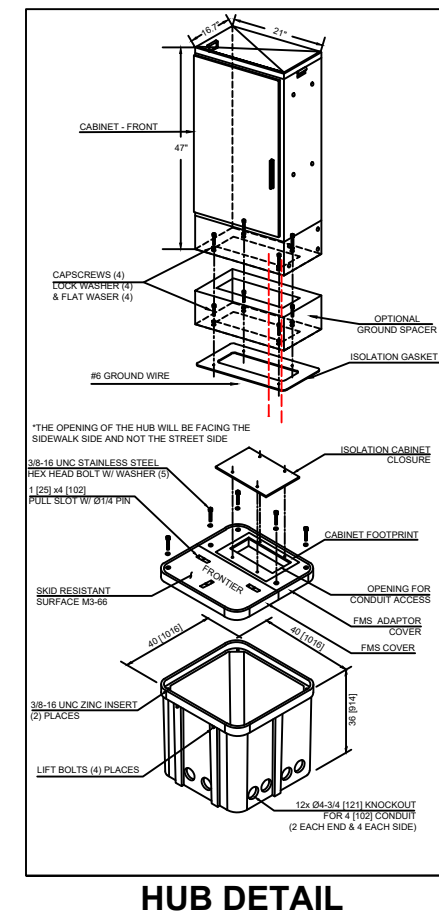


ATASCOSA COUNTY RIVER RUN DR - 5324798

| | | |
|-------------------------|-----------------------|----------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RIVER RUN DR - 5324798.dwg |
| PAGE: 1 OF 7 | | |

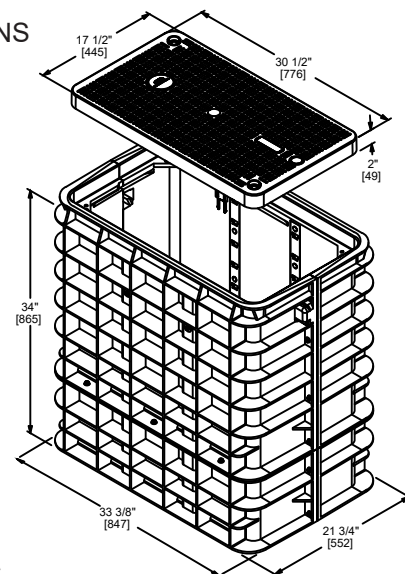
LEGEND AND DETAILS

| | |
|---------------------|-----------|
| 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) |
| PROP (2)(1.25) DUCT | (2)(1.25) |
| PROP (1)(1.50) DUCT | (1)(1.50) |
| PROP (2)(1.50) DUCT | (2)(1.50) |
| RIGHT OF WAY | |
| CENTER LINE | |
| EDGE OF PAVEMENT | |

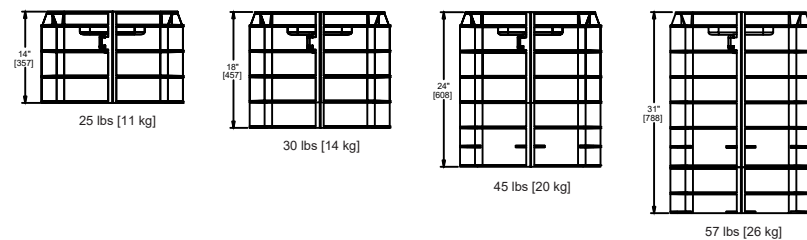


17X30 BODY SPECIFICATIONS

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

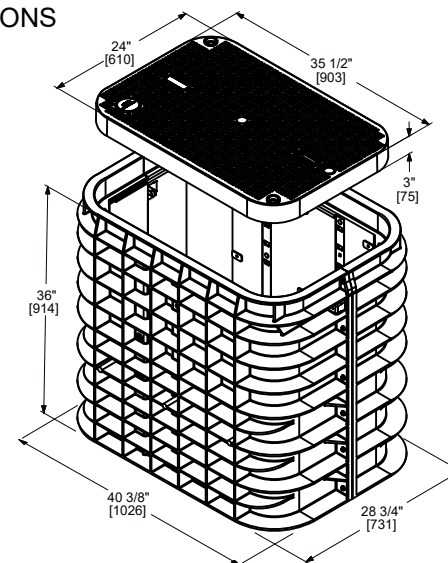


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

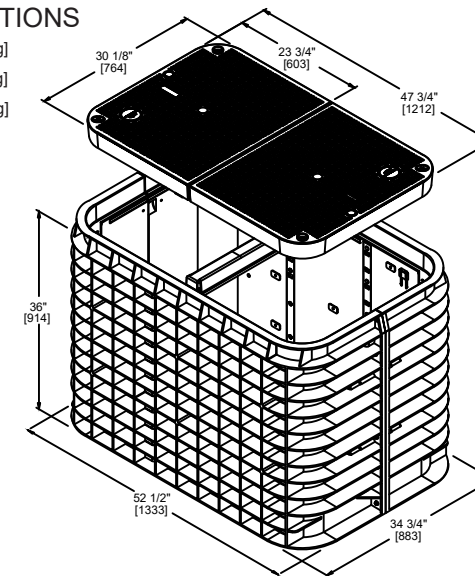


ADDITIONAL BODY DEPTHS

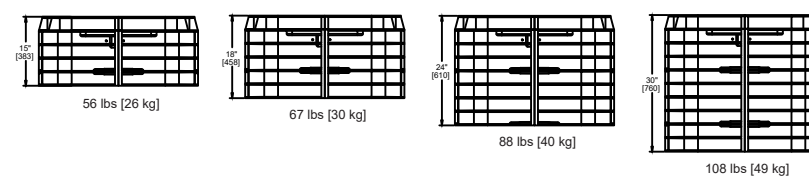


3X5 BODY SPECIFICATIONS

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



ATASCOSA COUNTY
RIVER RUN DR - 5324798

| | |
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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
RIVER RUN DR - 5324798**

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| | CNTY: ATASCOSA FILE: RIVER RUN DR - 5324798.dwg |
| | PAGE: 4 OF 7 |

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.f.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

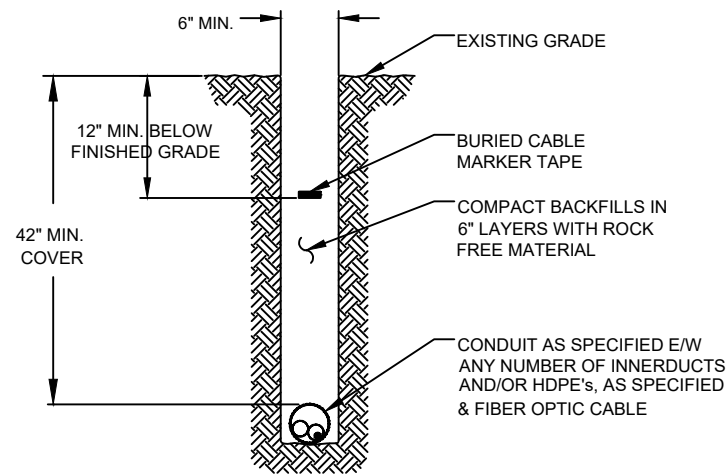


ATASCOSA COUNTY RIVER RUN DR - 5324798

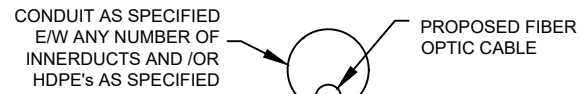
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| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 5 OF 7 |

CONSTRUCTION DETAILS

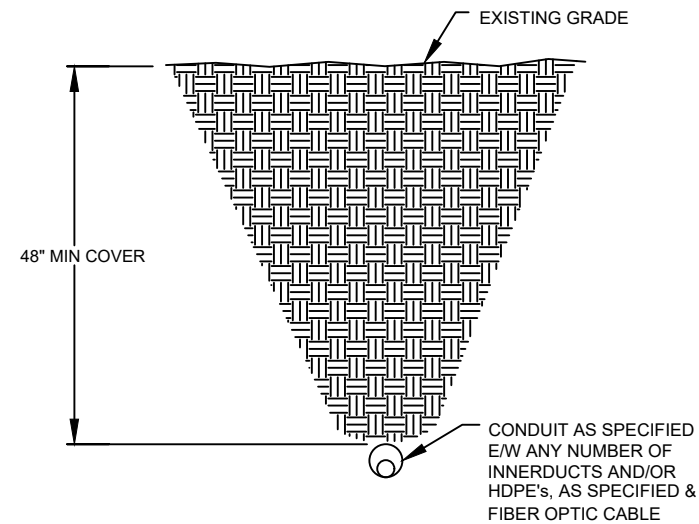
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



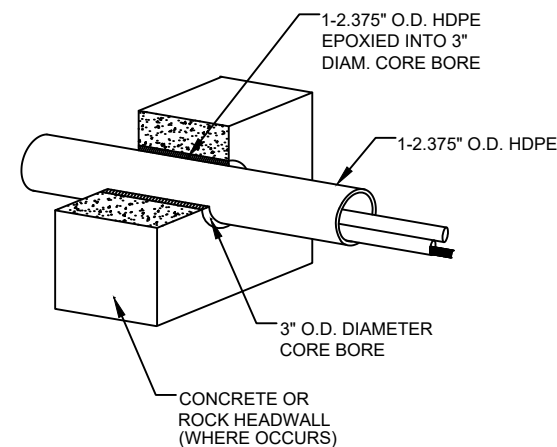
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

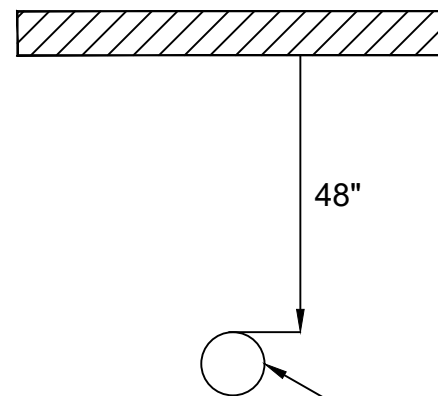


TYPICAL DETAIL "D"
3" CORE BORE



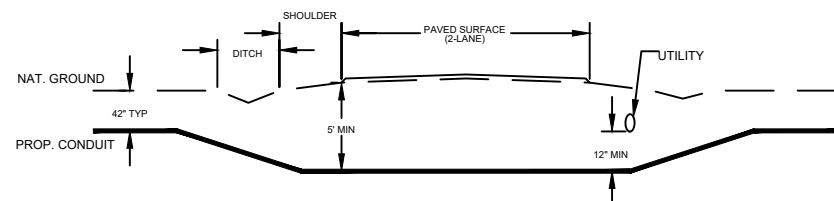
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



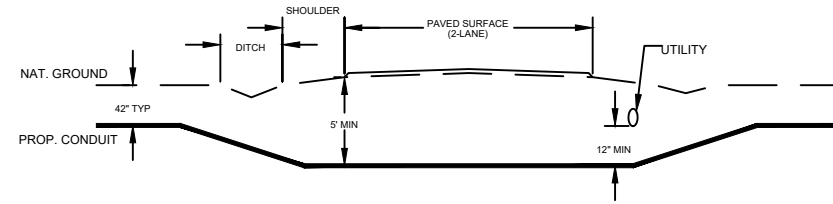
ATASCOSA COUNTY
RIVER RUN DR - 5324798

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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 6 OF 7 |

ROAD CROSSING DETAILS

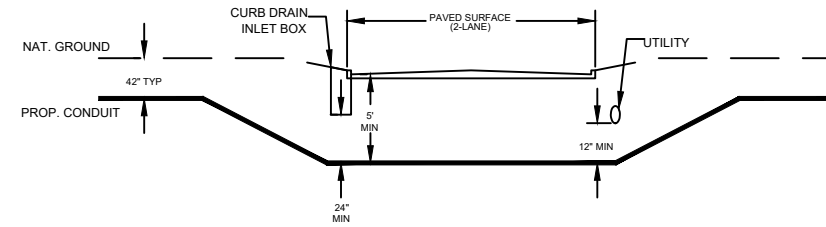
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



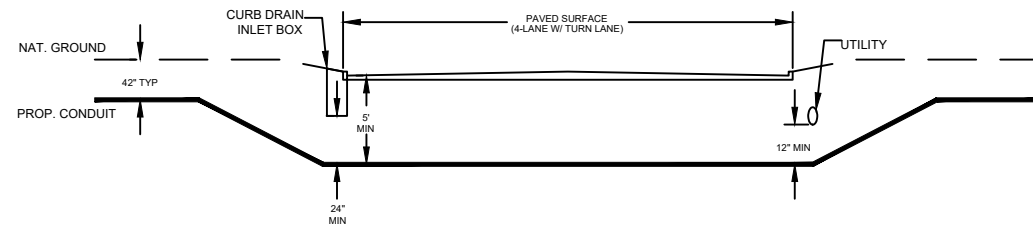
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



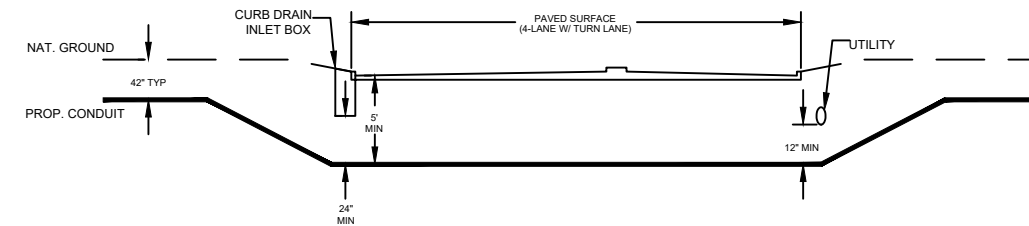
TYPICAL DETAIL "C"

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



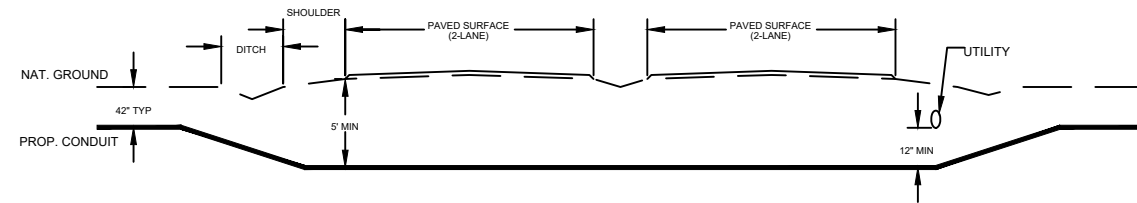
TYPICAL DETAIL "D"

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



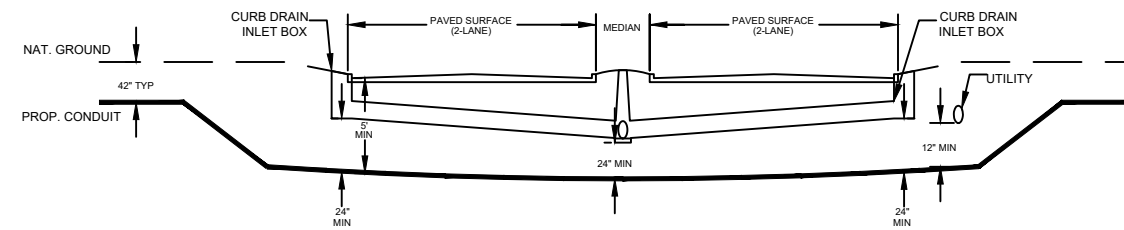
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
RIVER RUN DR - 5324798**

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| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 7 OF 7 |

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

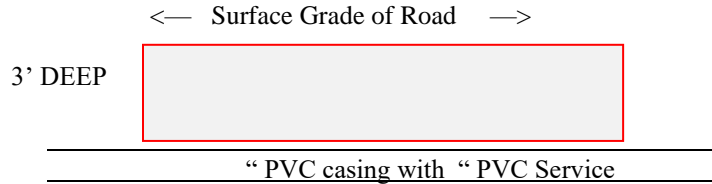
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 Rocky Ridge Dr in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .52 mi.
or 2735ft

(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 December, 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 Rocky Ridge Dr
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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.



ATASCOSA COUNTY
 JOURDANTON, TX
 5324798
 ROCKY RIDGE DR

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 4 |
| 4 | LEGEND SHEET | 5 |
| 5 | NOTES - CONTACT SHEET | 6 TO 7 |
| 6 | TYPICAL DETAILS | 8 TO 9 |

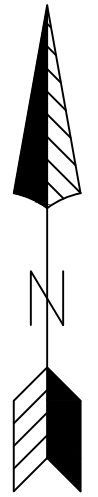


**ATASCOSA COUNTY
 ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|---|
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| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | FILE: ROCKY RIDGE DR - 5324798.dwg |
| PAGE: i OF 9 | |

LOCATION MAP

PROJECT AREA

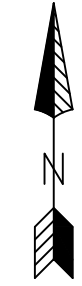


ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

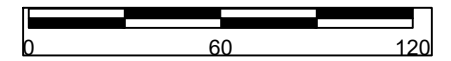
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|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | EXCH. CODE: 70428 |
| SCALE: 1:60 | PHONE: 325-944-9905 | CNTY: ATASCOSA |
| | | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: 1 OF 9 |



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

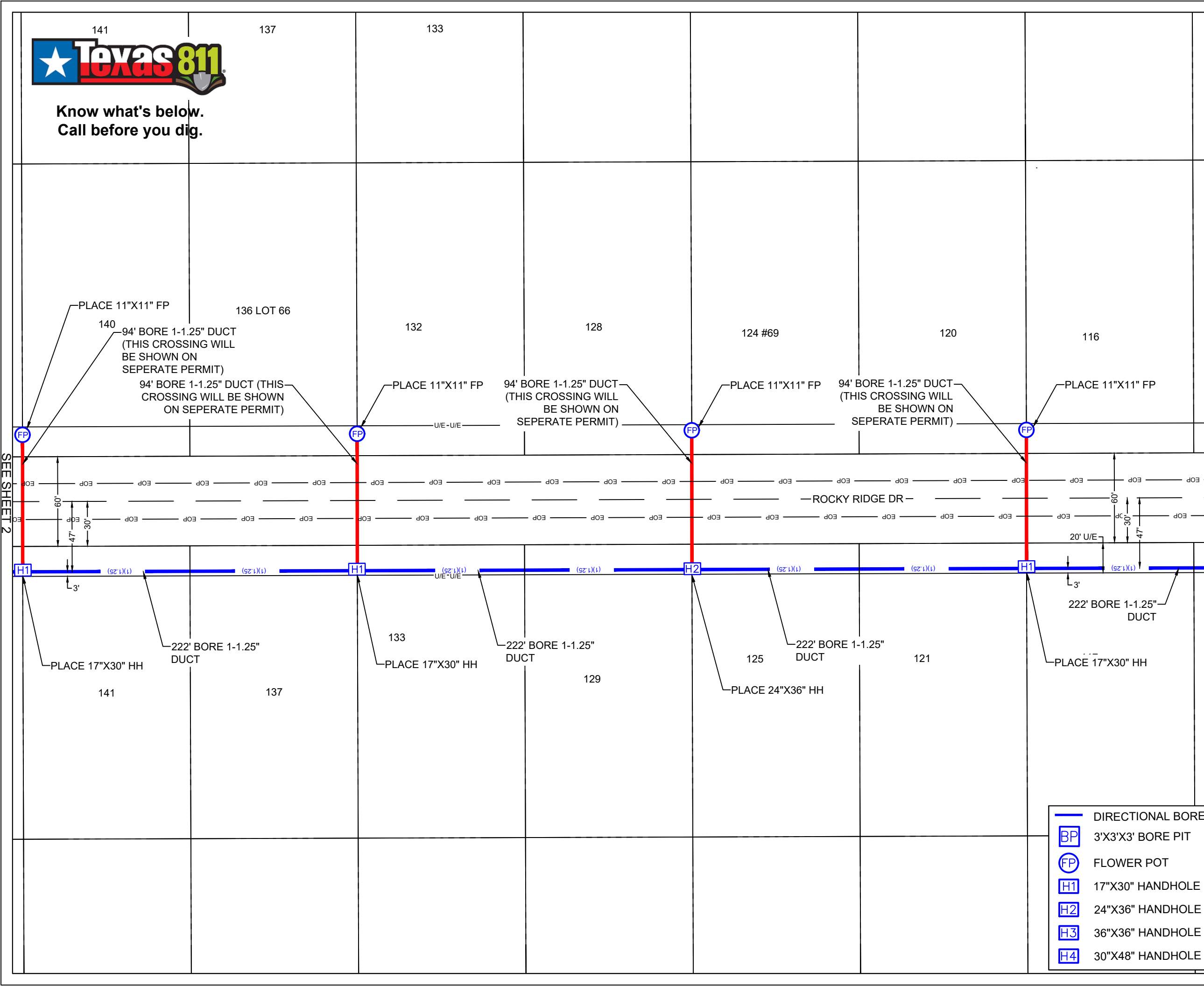


**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 3 OF 9 |

SEE SHEET 2

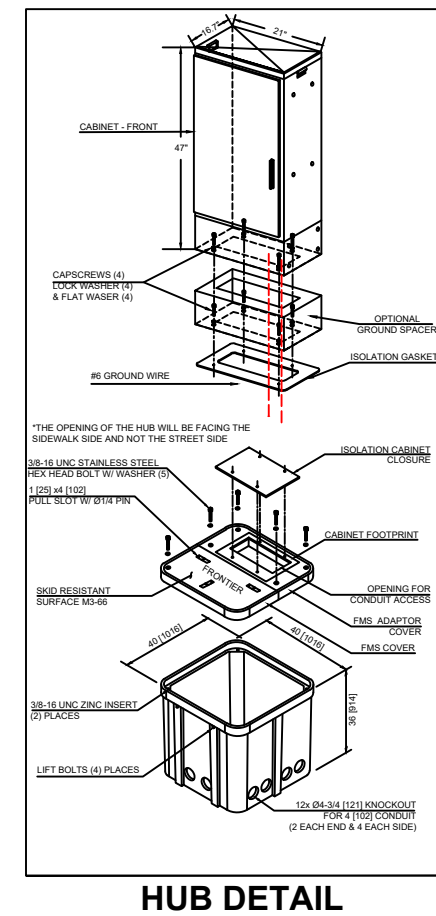
SEE SHEET 4



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

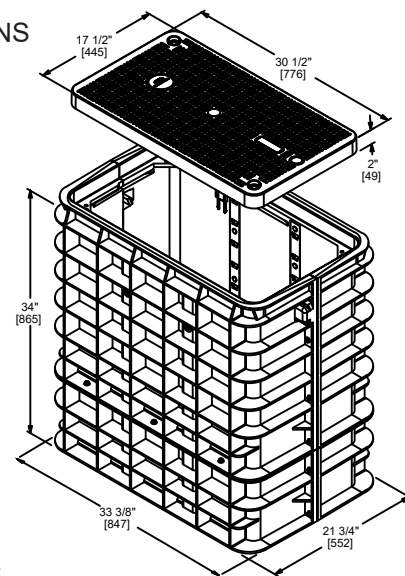
LEGEND AND DETAILS

| | |
|---------------------|--|
| 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 | |
| PROP (2)(1.25) DUCT | |
| PROP (1)(1.50) DUCT | |
| PROP (2)(1.50) DUCT | |
| RIGHT OF WAY | |
| CENTER LINE | |
| EDGE OF PAVEMENT | |

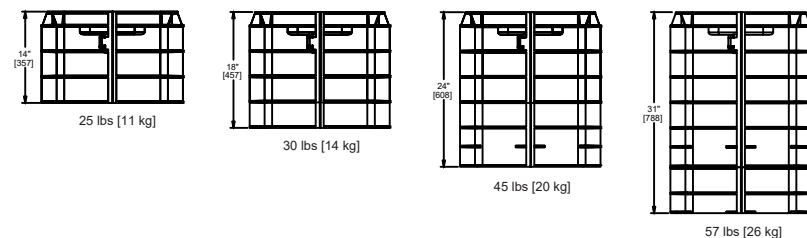


17X30 BODY SPECIFICATIONS

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

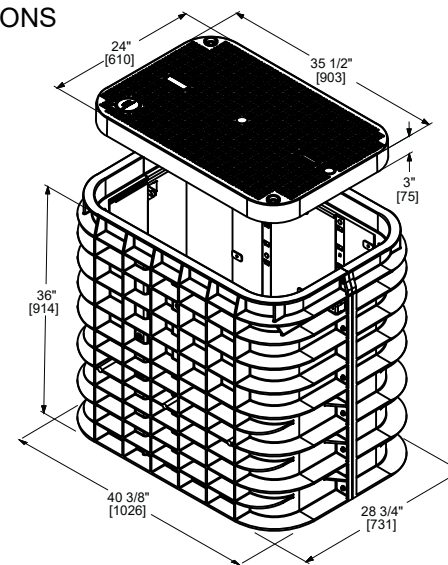


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

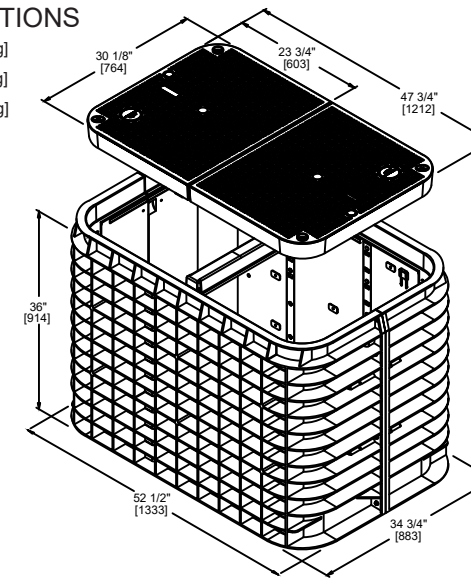


ADDITIONAL BODY DEPTHS

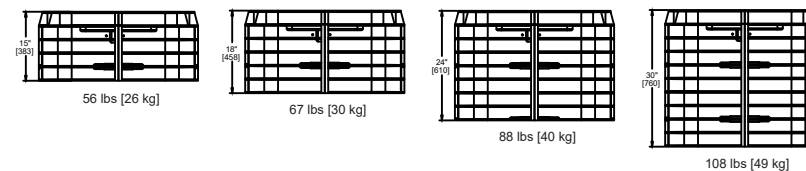


3X5 BODY SPECIFICATIONS

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



**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | |
|-------------------------|------------------------------------|
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| SCALE: 1:60 | PHONE: 512-759-5352 |
| | EXCH. CODE: 70428 |
| | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 5 OF 9 |

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
ROCKY RIDGE DR - 5324798**

| | | |
|-------------------------|-----------------------|------------------------------------|
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| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: 6 OF 9 |

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.f.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

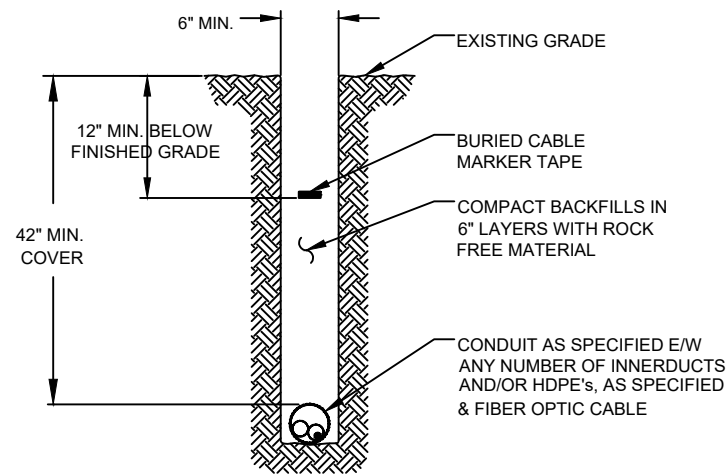


ATASCOSA COUNTY ROCKY RIDGE DR - 5324798

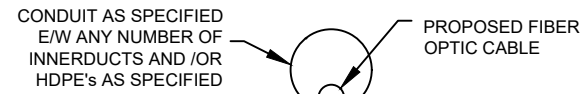
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| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: ROCKY RIDGE DR - 5324798.dwg |
| | PAGE: 7 OF 9 | |

CONSTRUCTION DETAILS

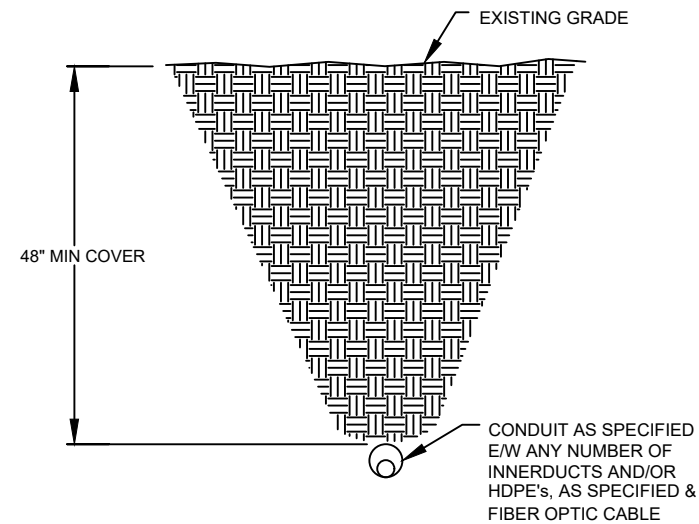
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



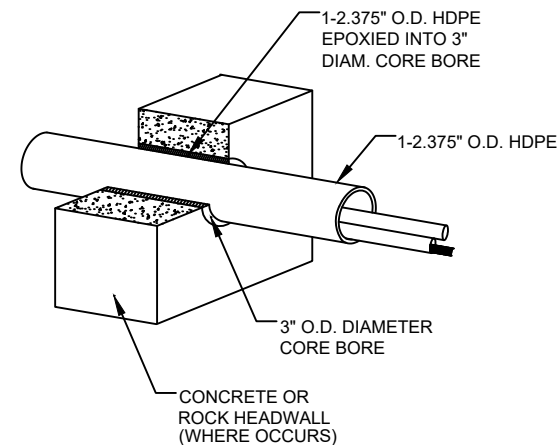
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

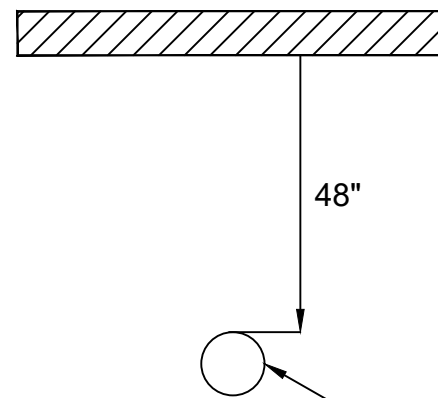


TYPICAL DETAIL "D"
3" CORE BORE



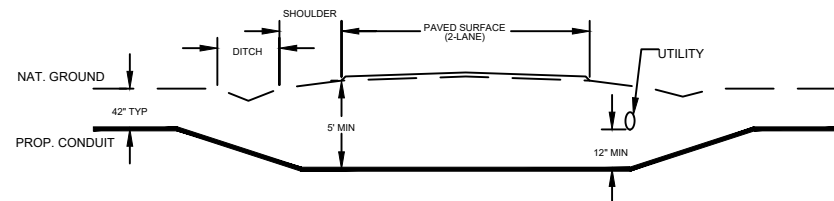
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



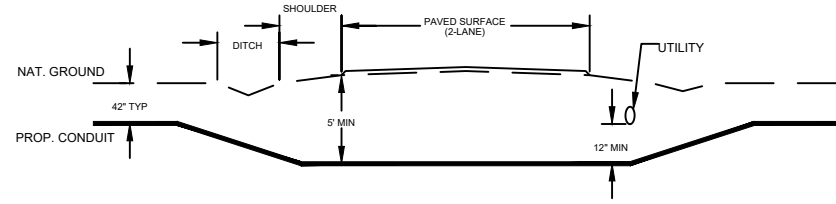
ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798

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|-------------------------|---|---|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: ROCKY RIDGE DR - 5324798.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 8 OF 9 |

ROAD CROSSING DETAILS

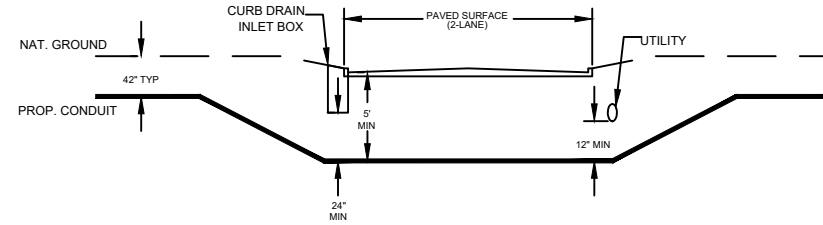
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



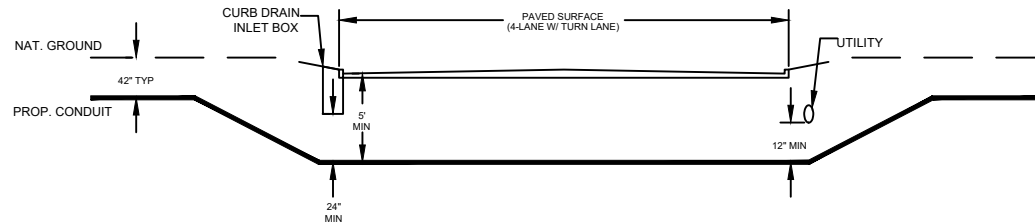
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



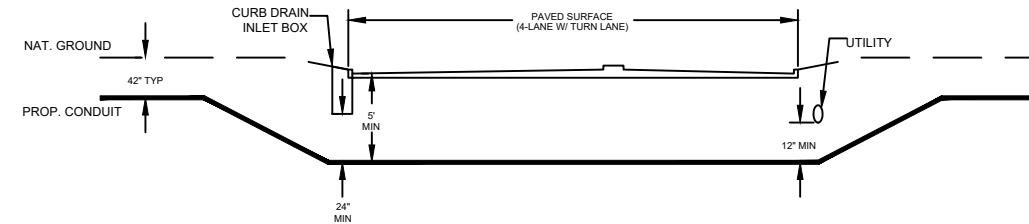
TYPICAL DETAIL "C"

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



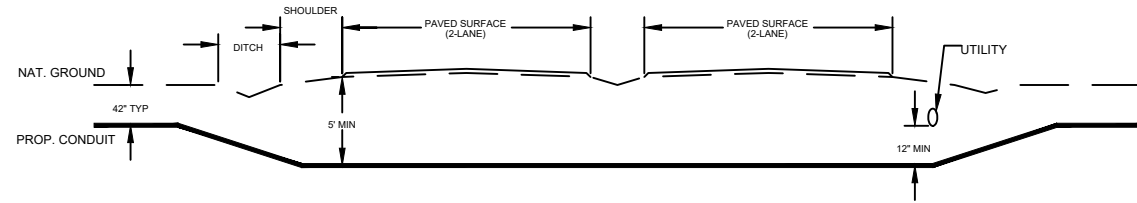
TYPICAL DETAIL "D"

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



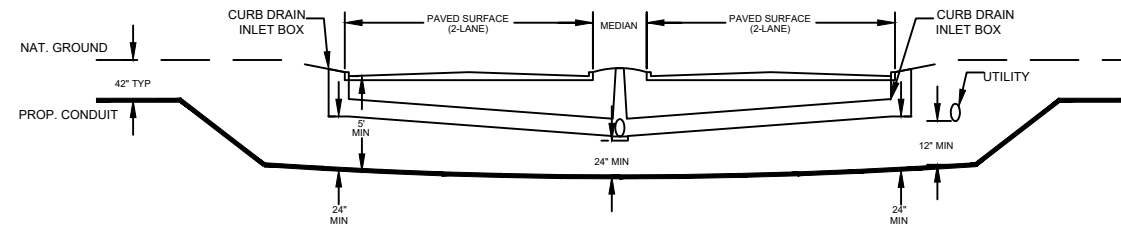
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
ROCKY RIDGE DR - 5324798**

| | | | |
|-----------------|-----------|------------|------------------------------|
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| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | CNTY: | ATASCOSA |
| | | PHONE: | 325-944-9905 |
| | | FILE: | ROCKY RIDGE DR - 5324798.dwg |
| | | PAGE: | 9 OF 9 |

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

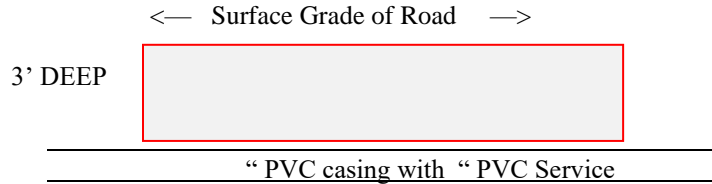
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 Sandy Ridge Dr in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .38 mi.
or 2000ft

(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 December, 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 Sandy Ridge Dr
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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
 5324789
 SANDY RIDGE DR

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 3 |
| 4 | LEGEND SHEET | 4 |
| 5 | NOTES - CONTACT SHEET | 5 TO 6 |
| 6 | TYPICAL DETAILS | 7 TO 8 |

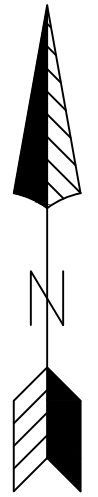


ATASCOSA COUNTY SANDY RIDGE DR - 5324789

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|-------------------------|---|---|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: SANDY RIDGE DR - 5324789.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: i OF 8 |

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

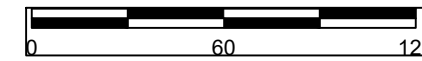
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| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON |
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| SCALE: 1:60 | PHONE: 325-944-9905 |
| | EXCH. CODE: 70428 |
| | CNTY: ATASCOSA |
| | FILE: SANDY RIDGE DR - 5324789.dwg |
| | PAGE: 1 OF 8 |



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.

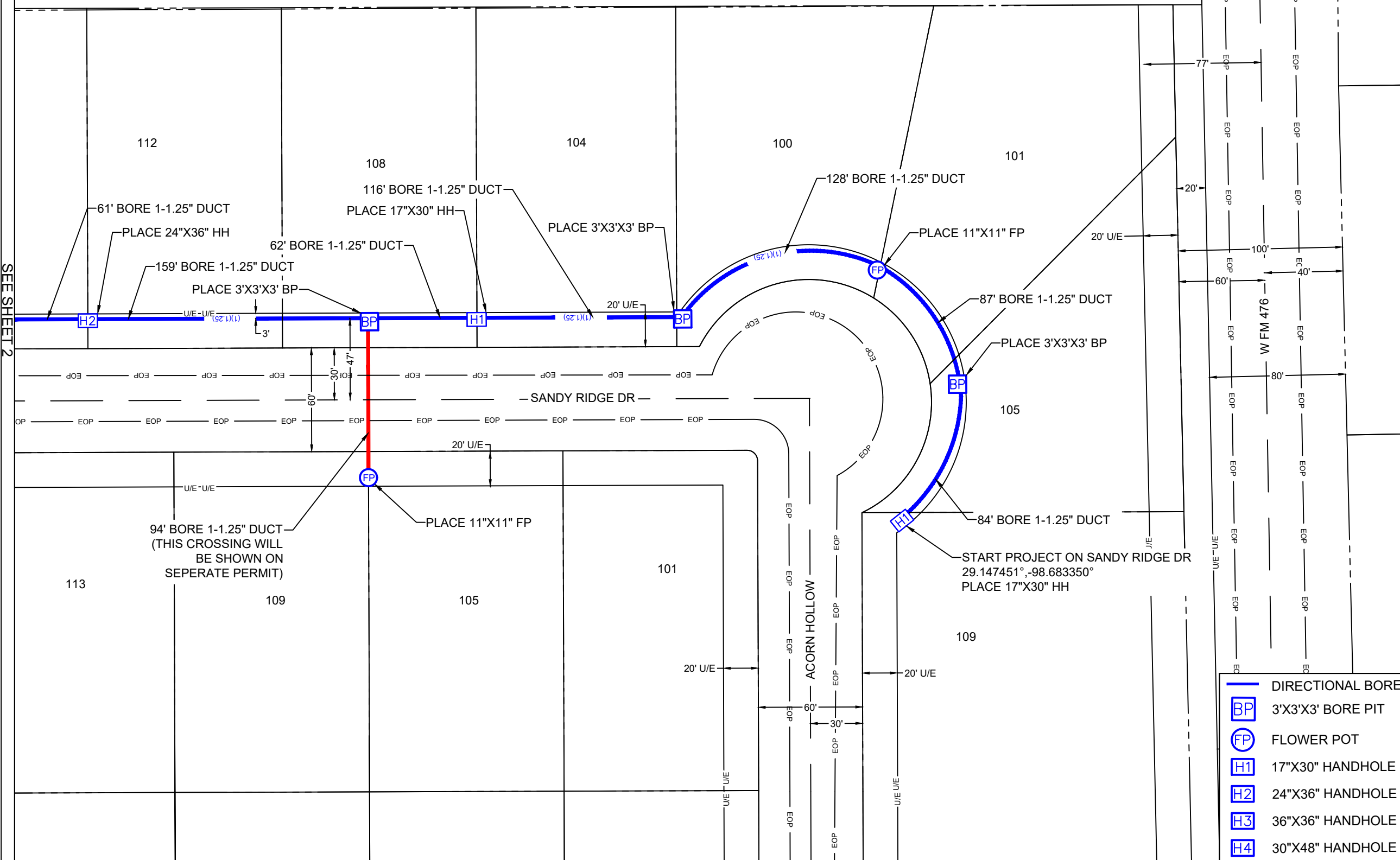
UNITS / ACCT CODES



ATASCOSA COUNTY SANDY RIDGE DR - 5324789

| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324789 | C.O. AREA: JOURDANTON |
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| SCALE: 1:60 | PHONE: 512-759-5352 |
| | FILE: SANDY RIDGE DR - 5324789.dwg |
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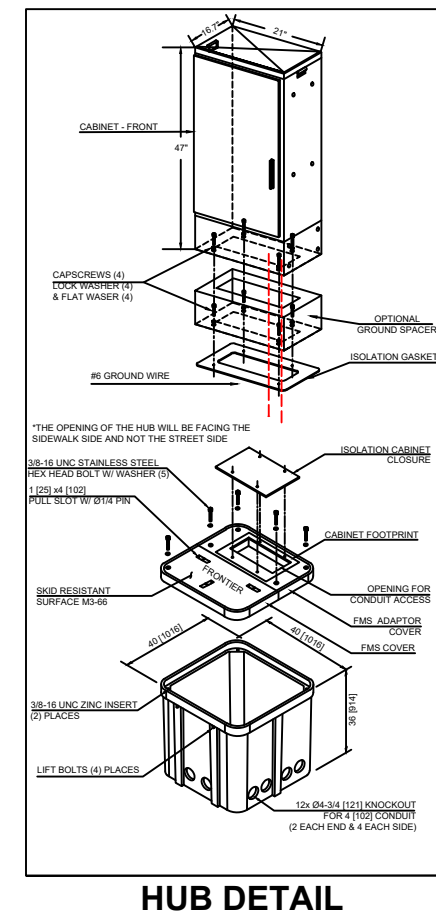
SEE SHEETS 2



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

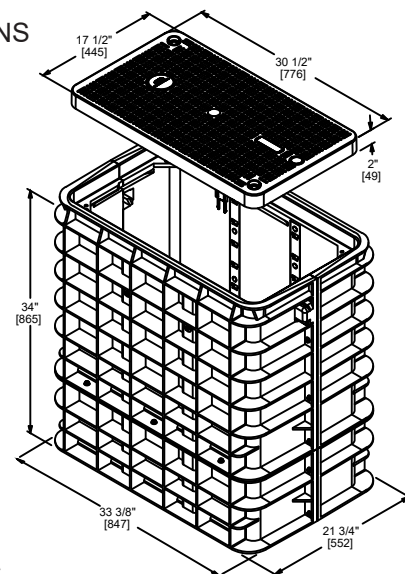
LEGEND AND DETAILS

| | |
|---------------------|--|
| 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 | |
| PROP (2)(1.25) DUCT | |
| PROP (1)(1.50) DUCT | |
| PROP (2)(1.50) DUCT | |
| RIGHT OF WAY | |
| CENTER LINE | |
| EDGE OF PAVEMENT | |

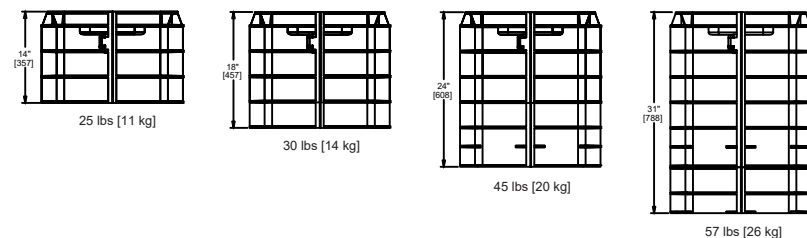


17X30 BODY SPECIFICATIONS

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

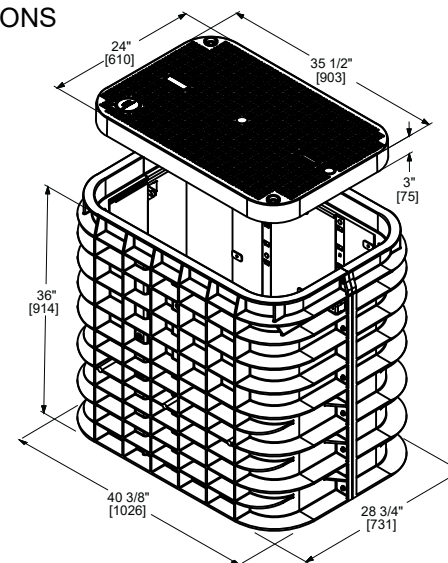


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

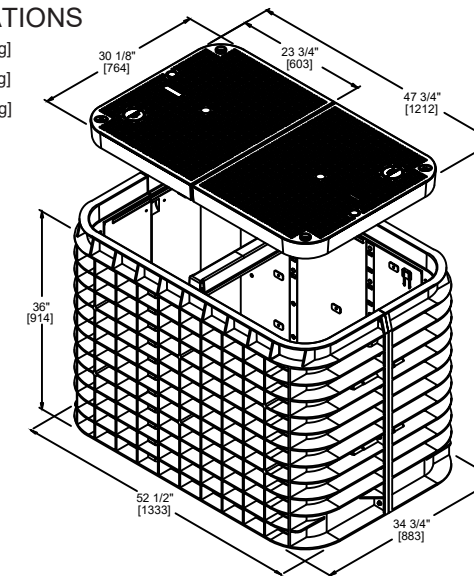


ADDITIONAL BODY DEPTHS

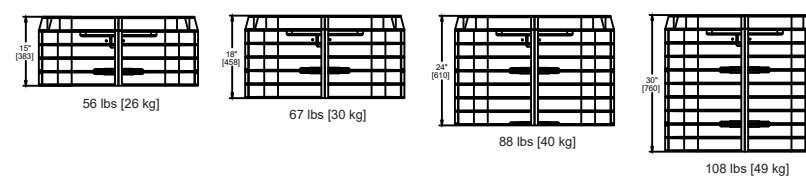


3X5 BODY SPECIFICATIONS

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



ATASCOSA COUNTY
SANDY RIDGE DR - 5324789

| | |
|-------------------------|------------------------------------|
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| | PAGE: 4 OF 8 |

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
SANDY RIDGE DR - 5324789**

| | | |
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| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: SANDY RIDGE DR - 5324789.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 5 OF 8 |

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.f.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

MAIN CONTACT
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EMAIL: bthebert@housleygroup.com

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NAME OF FIRM: HOUSLEY GROUP

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

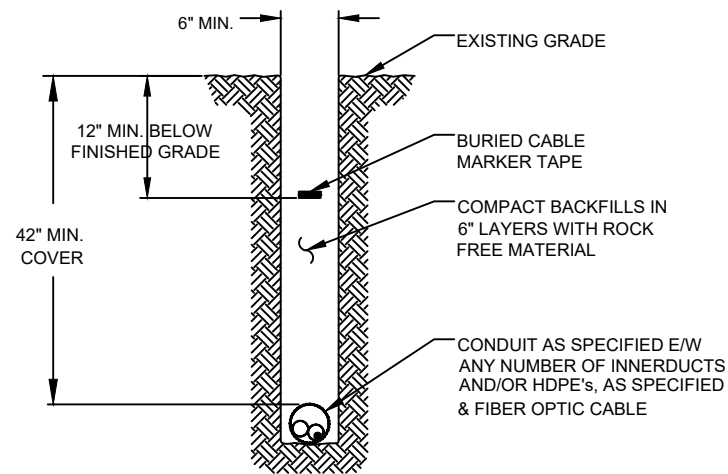


ATASCOSA COUNTY SANDY RIDGE DR - 5324789

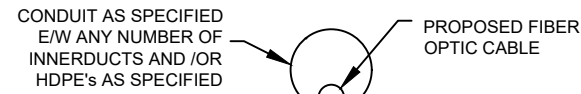
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| | PAGE: 6 OF 8 | |

CONSTRUCTION DETAILS

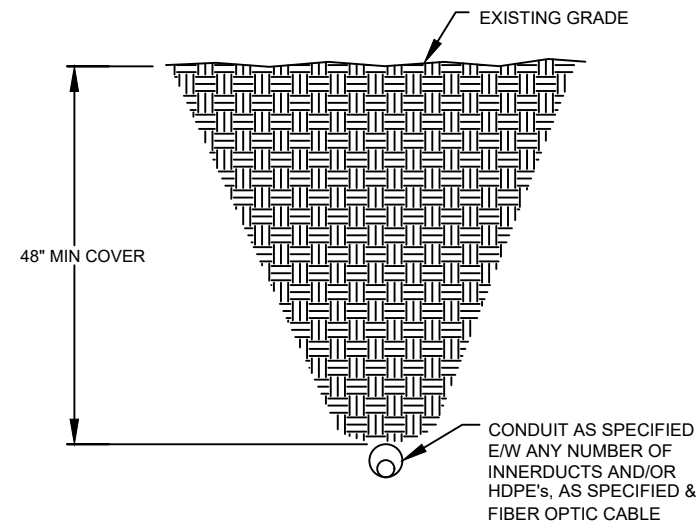
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



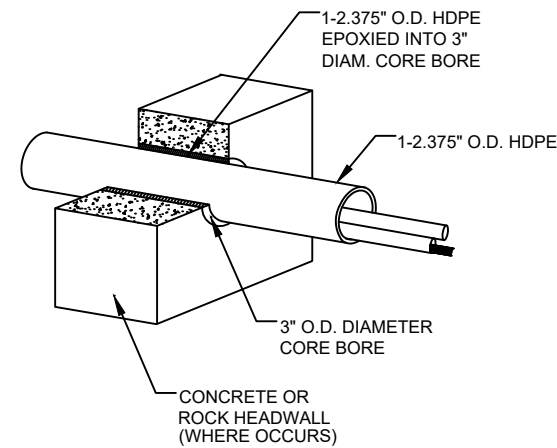
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

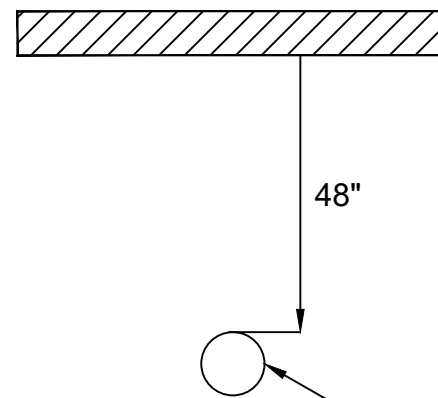


TYPICAL DETAIL "D"
3" CORE BORE



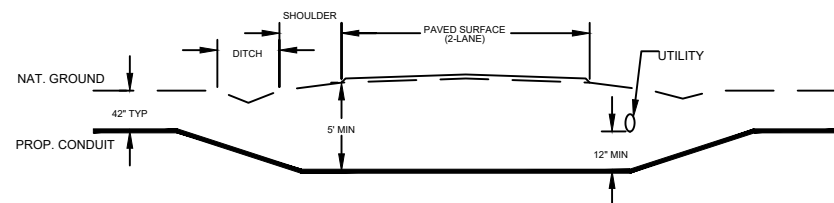
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



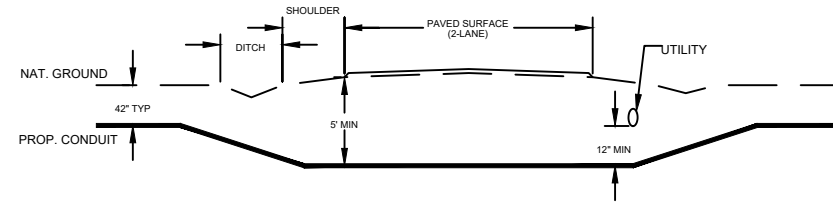
ATASCOSA COUNTY
SANDY RIDGE DR - 5324789

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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 7 OF 8 |

ROAD CROSSING DETAILS

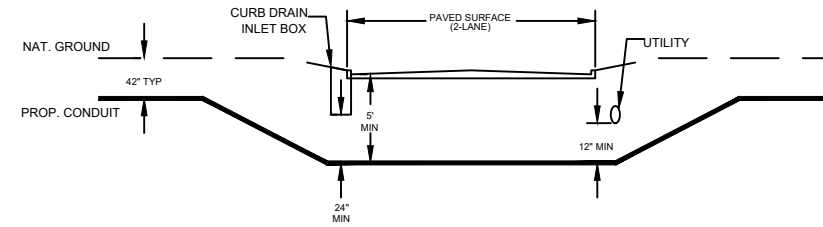
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



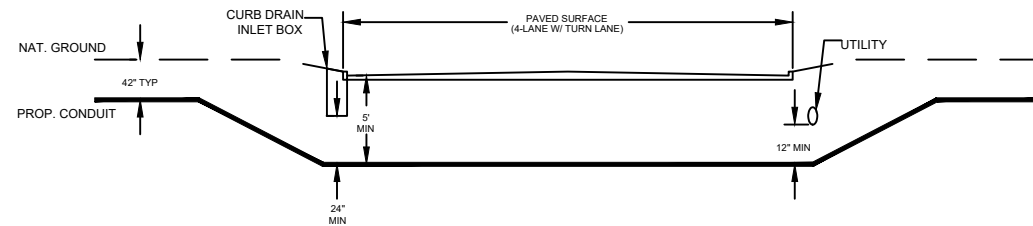
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



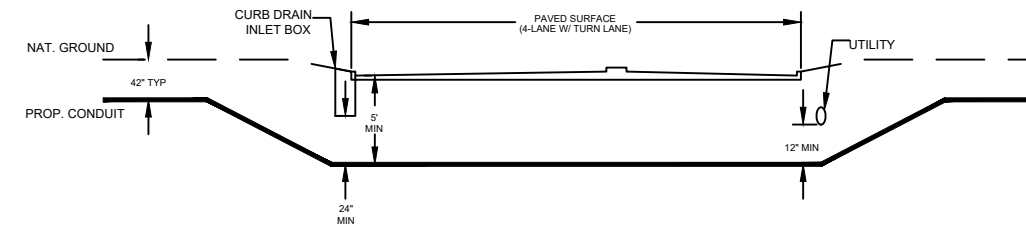
TYPICAL DETAIL "C"

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



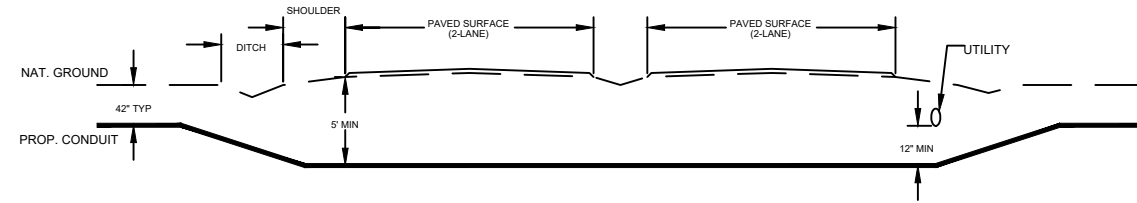
TYPICAL DETAIL "D"

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



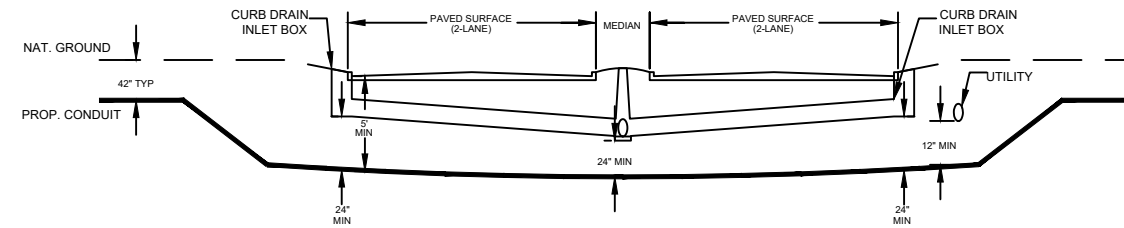
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
SANDY RIDGE DR - 5324789**

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

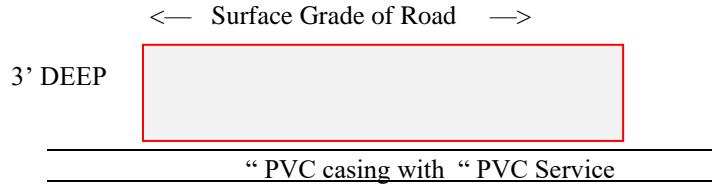
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 Valley View Dr in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .42 mi.
or 2234ft

(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 December, 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 Valley View Dr
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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
 5324798
 VALLEY VIEW DR

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 2 |
| 4 | LEGEND SHEET | 3 |
| 5 | NOTES - CONTACT SHEET | 4 TO 5 |
| 6 | TYPICAL DETAILS | 6 TO 7 |

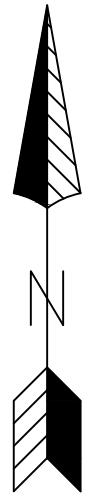
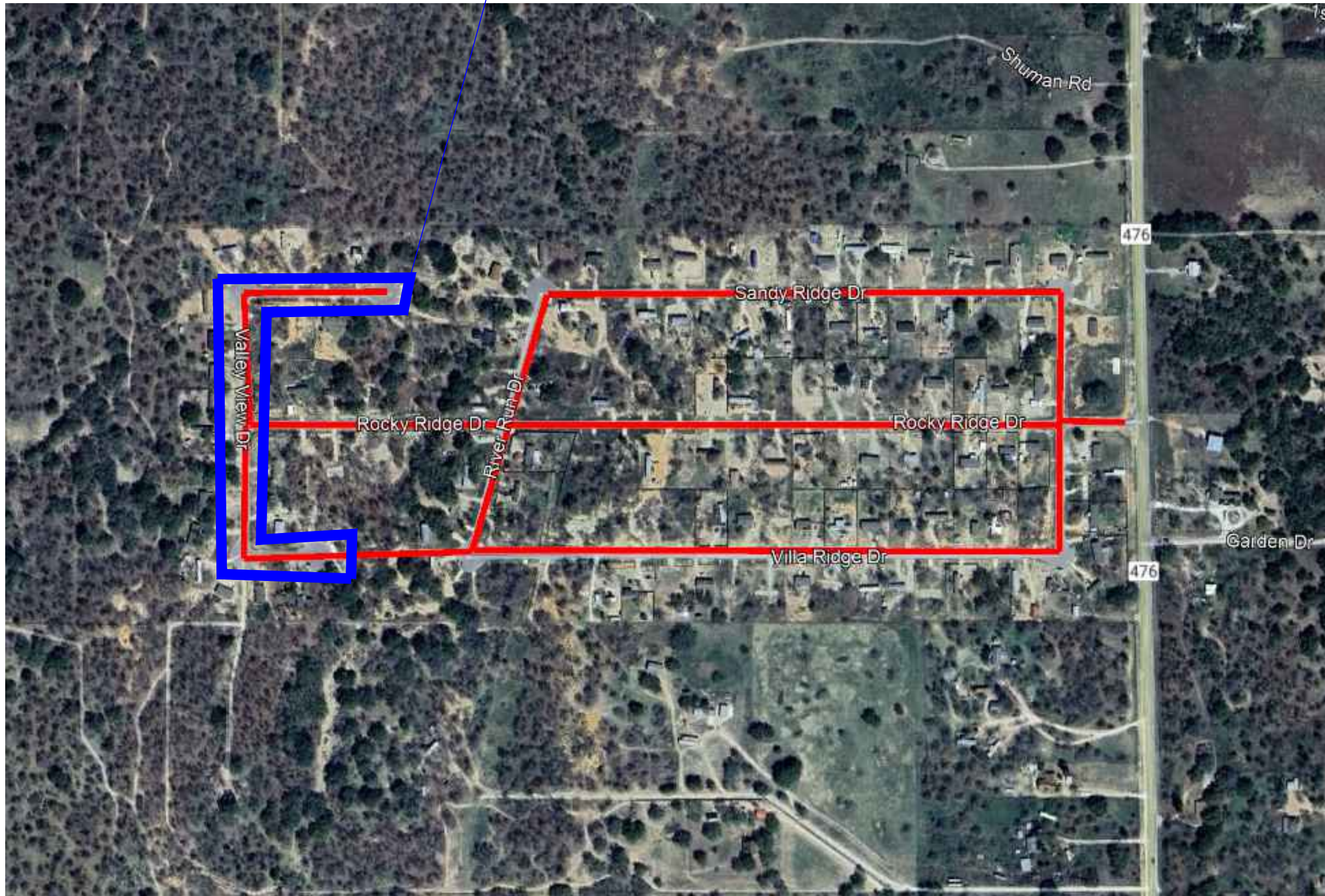


ATASCOSA COUNTY VALLEY VIEW DR - 5324798

| | |
|-------------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA |
| | EXCH. CODE: 70428 |
| | FILE: VALLEY VIEW DR - 5324798.dwg |
| | PAGE: i OF 7 |

LOCATION MAP

PROJECT AREA

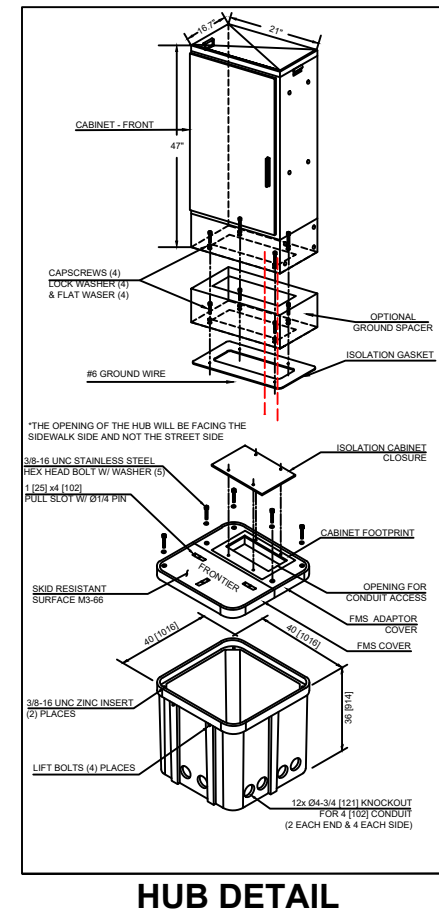


ATASCOSA COUNTY VALLEY VIEW DR - 5324798

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| | PAGE: 1 OF 7 | |

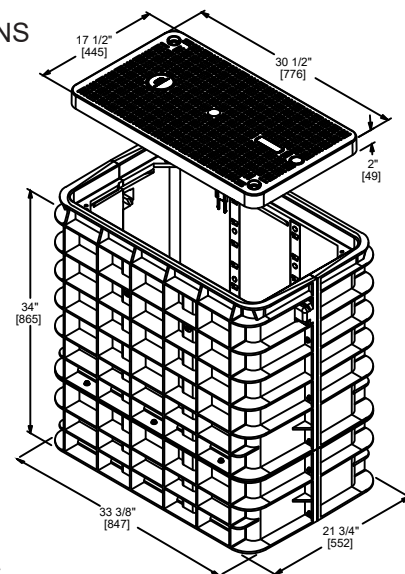
LEGEND AND DETAILS

| | |
|---------------------|----------------------|
| 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 | |

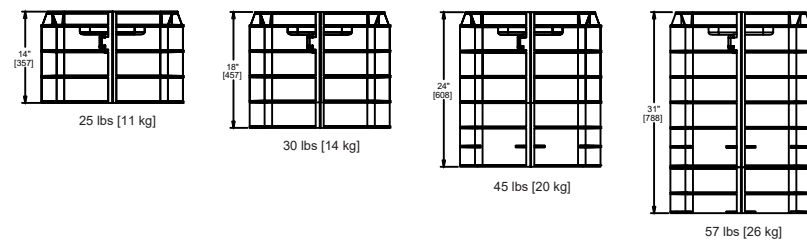


17X30 BODY SPECIFICATIONS

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

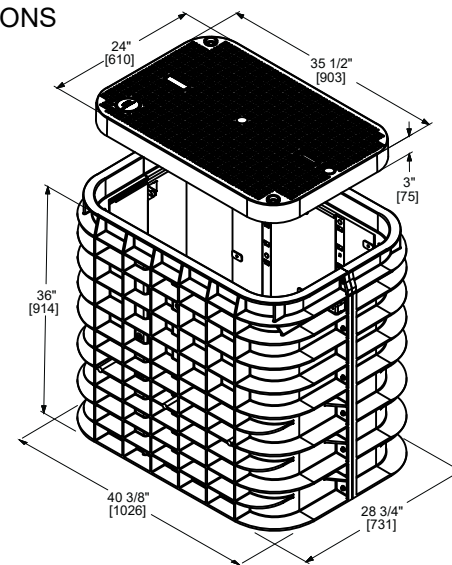


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

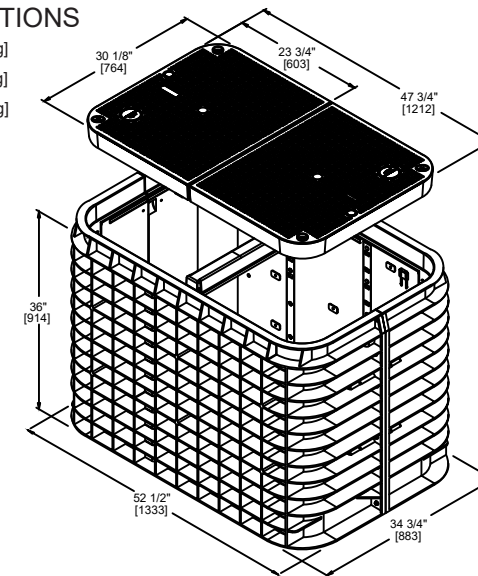


ADDITIONAL BODY DEPTHS

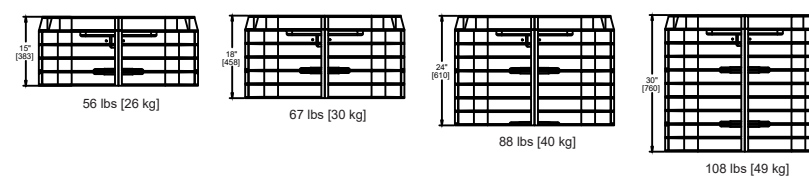


3X5 BODY SPECIFICATIONS

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



**ATASCOSA COUNTY
VALLEY VIEW DR - 5324798**

| | |
|-------------------------|------------------------------------|
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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 VALLEY VIEW DR - 5324798

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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 4 OF 7 |

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.f1.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

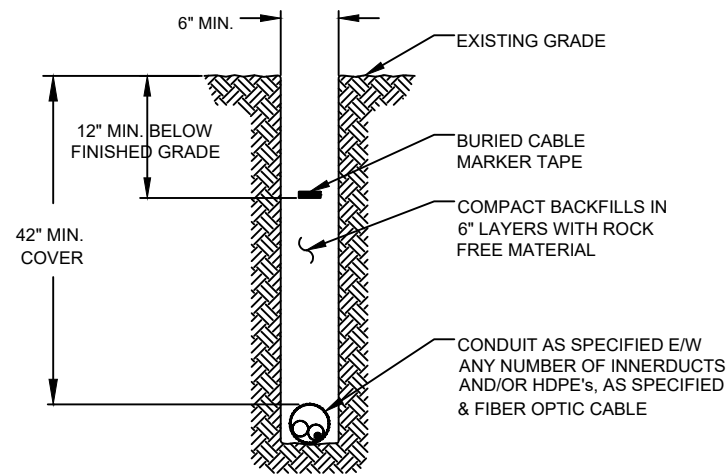


ATASCOSA COUNTY VALLEY VIEW DR - 5324798

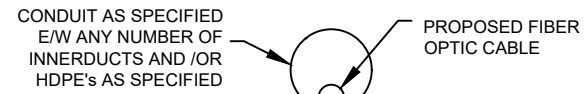
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CONSTRUCTION DETAILS

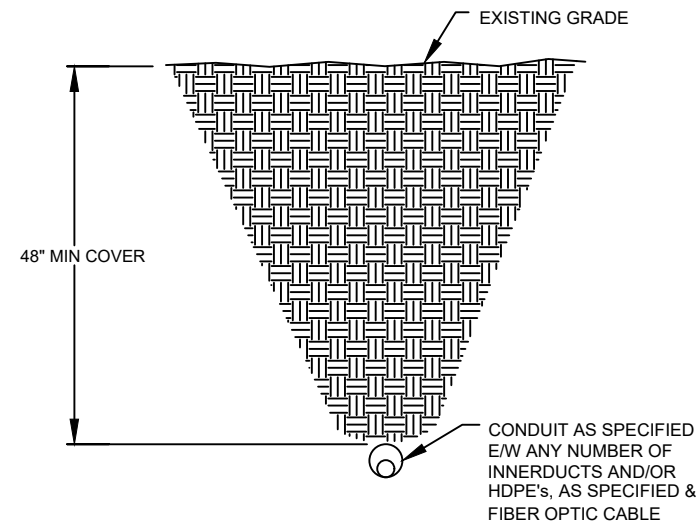
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



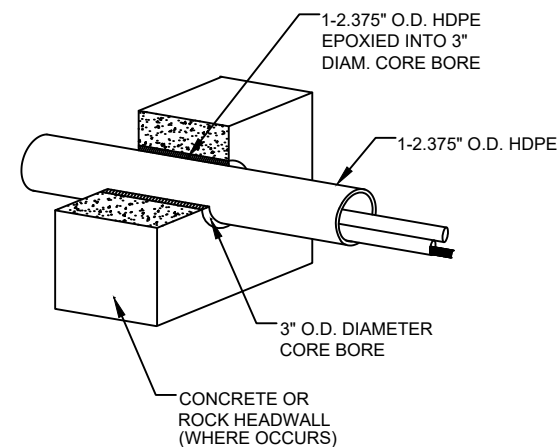
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

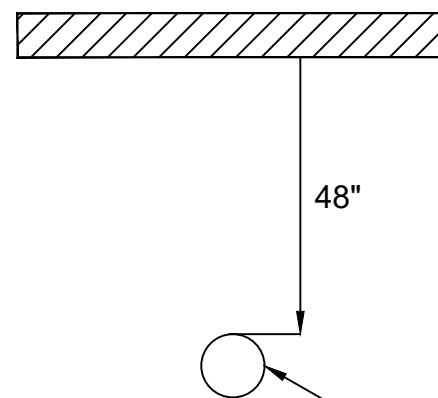


TYPICAL DETAIL "D"
3" CORE BORE



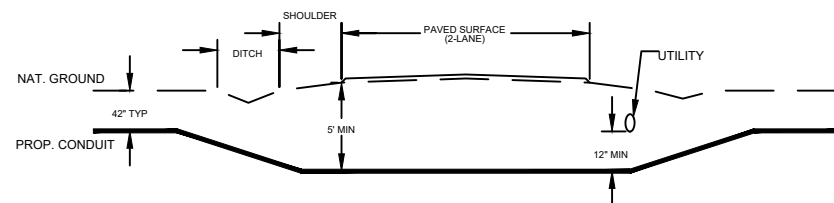
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



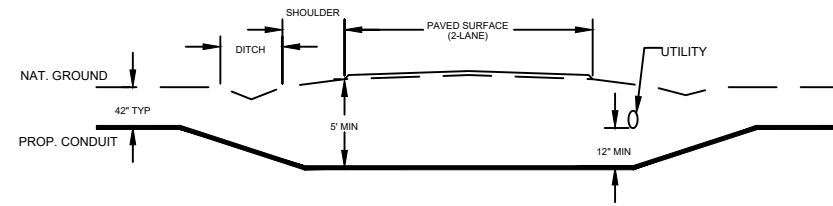
ATASCOSA COUNTY
VALLEY VIEW DR - 5324798

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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 6 OF 7 |

ROAD CROSSING DETAILS

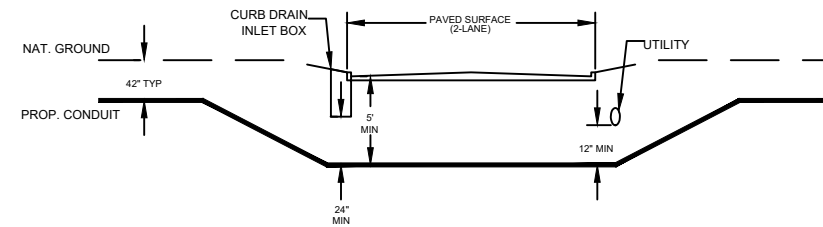
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



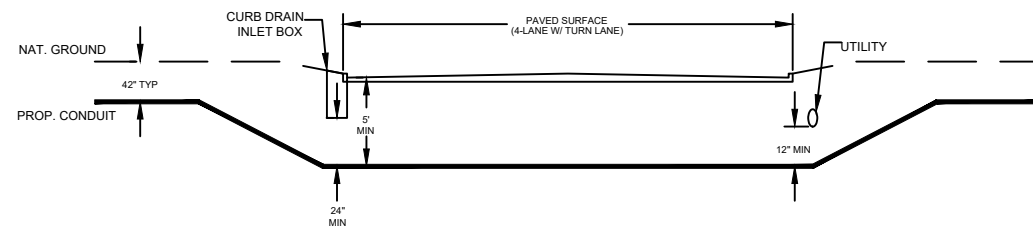
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



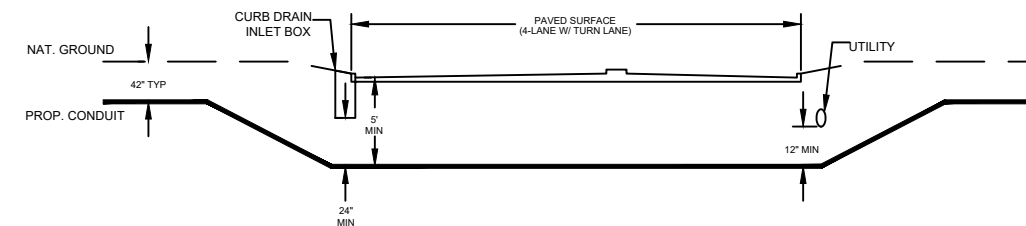
TYPICAL DETAIL "C"

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



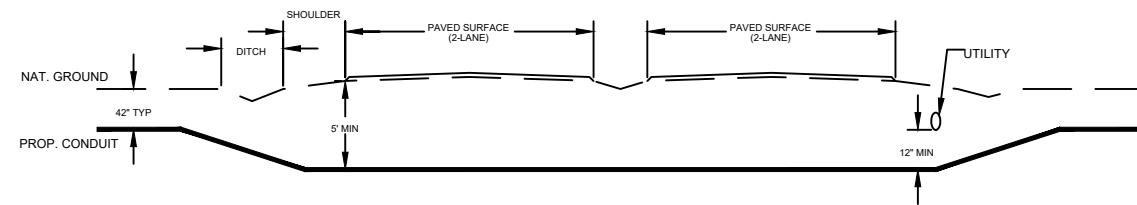
TYPICAL DETAIL "D"

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



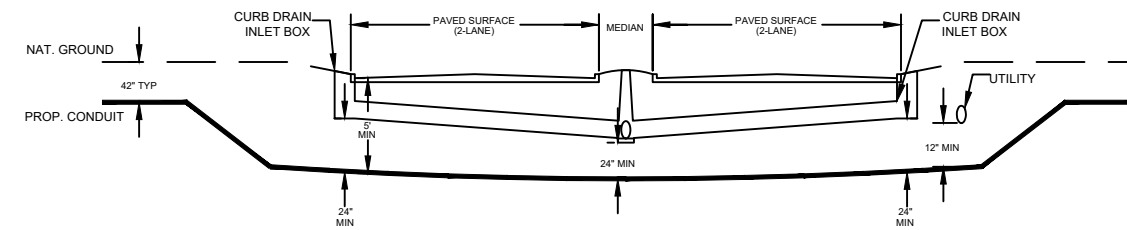
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
VALLEY VIEW DR - 5324798**

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

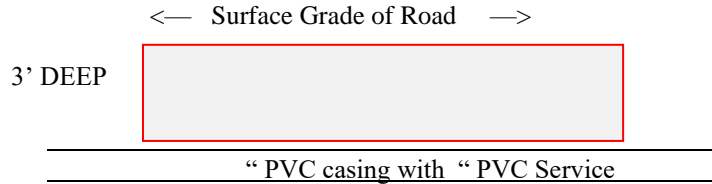
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 11/11/2025

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 Villa Ridge Dr in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .38 mi.
or 2031ft

(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 December, 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 Villa Ridge Dr
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 2 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
 5324798
 VILLA RIDGE DR

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

VICINITY MAP



SHEET INDEX

| SERIAL NO | TITLE | SHEET# |
|-----------|-----------------------|--------|
| 1 | COVER SHEET | i |
| 2 | LOCATION MAP | L |
| 3 | WORK PLANS | 1 TO 3 |
| 4 | LEGEND SHEET | 4 |
| 5 | NOTES - CONTACT SHEET | 5 TO 6 |
| 6 | TYPICAL DETAILS | 7 TO 8 |

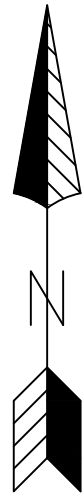


ATASCOSA COUNTY VILLA RIDGE DR - 5324798

| | | |
|-------------------------|-----------------------|------------------------------------|
| PROJECT NUMBER: 5324798 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/26/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: i OF 8 |

LOCATION MAP

PROJECT AREA

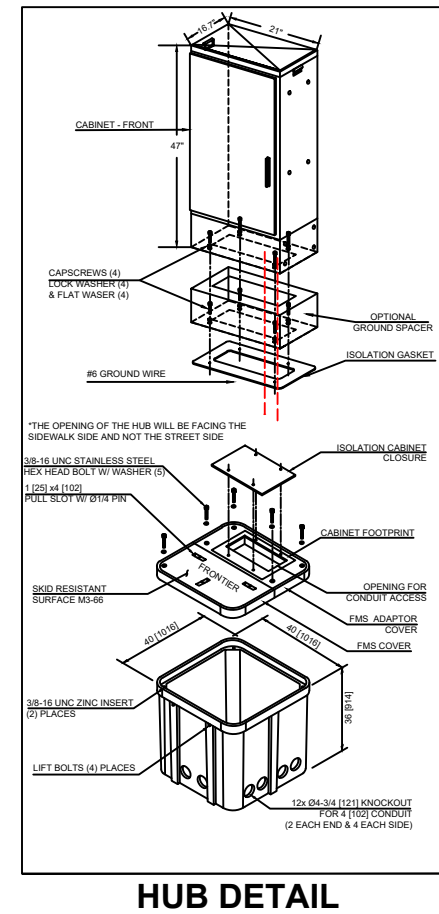


ATASCOSA COUNTY VILLA RIDGE DR - 5324798

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| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 325-944-9905 |
| | | FILE: | VILLA RIDGE DR - 5324798.dwg |
| | | PAGE: | 1 OF 8 |

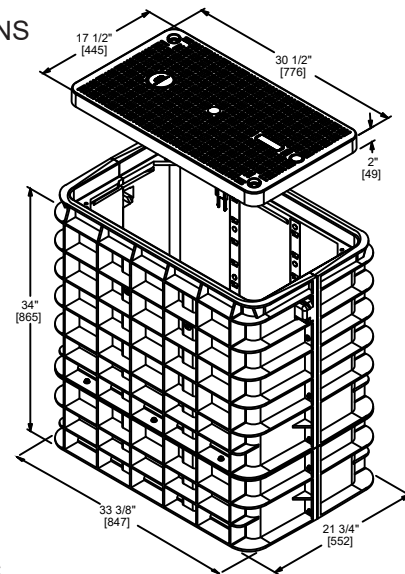
LEGEND AND DETAILS

| | |
|---------------------|-----------|
| 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) |
| PROP (2)(1.25) DUCT | (2)(1.25) |
| PROP (1)(1.50) DUCT | (1)(1.50) |
| PROP (2)(1.50) DUCT | (2)(1.50) |
| RIGHT OF WAY | |
| CENTER LINE | |
| EDGE OF PAVEMENT | |

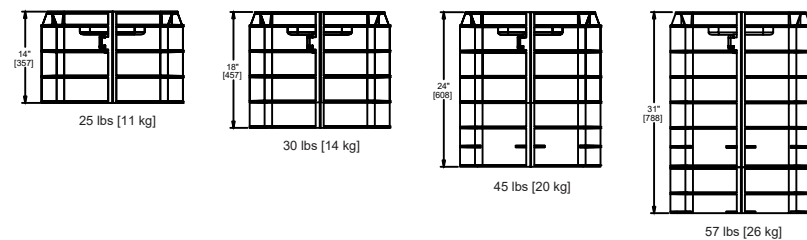


17X30 BODY SPECIFICATIONS

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

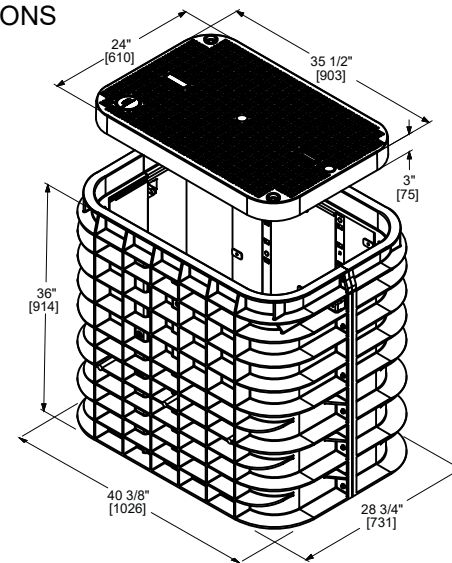


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

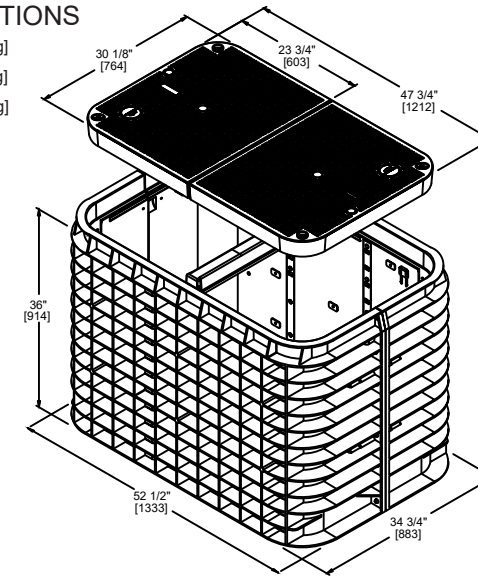


ADDITIONAL BODY DEPTHS

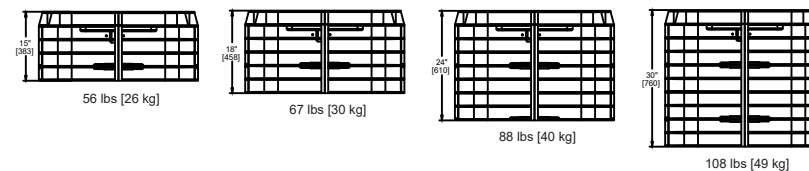


3X5 BODY SPECIFICATIONS

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



ATASCOSA COUNTY
VILLA RIDGE DR - 5324798

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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
VILLA RIDGE DR - 5324798**

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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.f.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

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

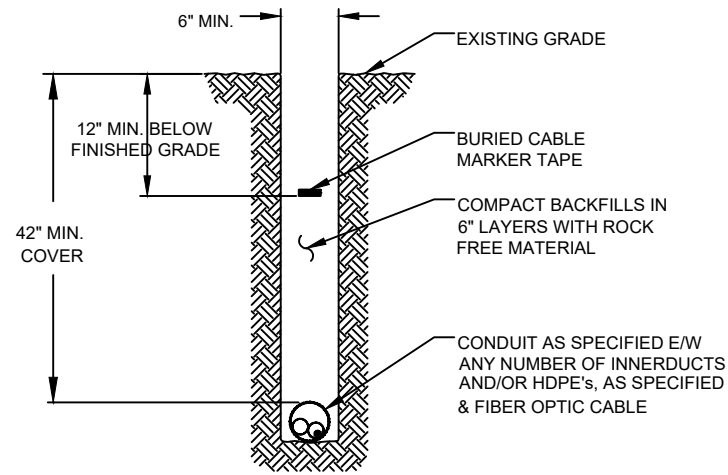


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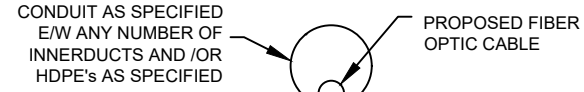
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| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 6 OF 8 |

CONSTRUCTION DETAILS

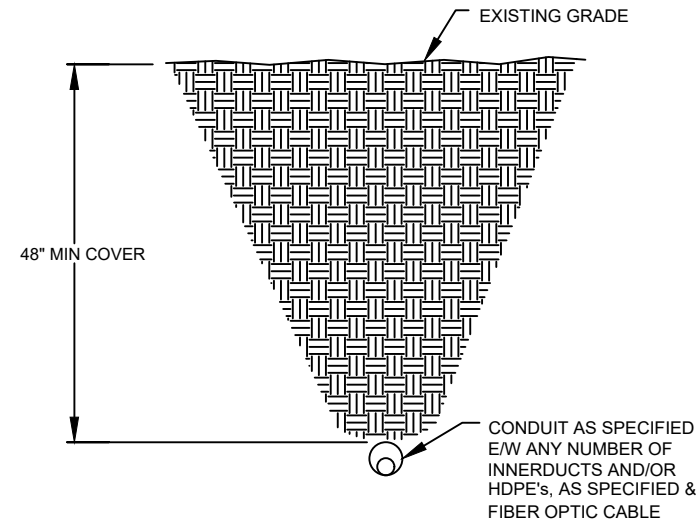
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



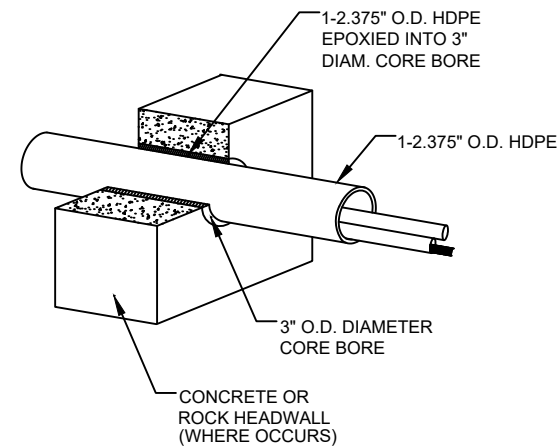
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

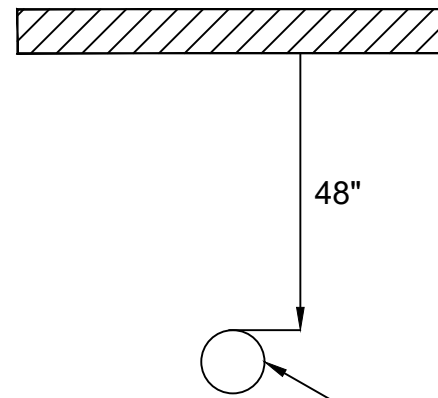


TYPICAL DETAIL "D"
3" CORE BORE



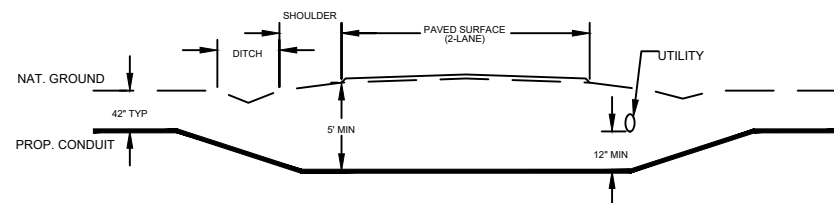
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

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



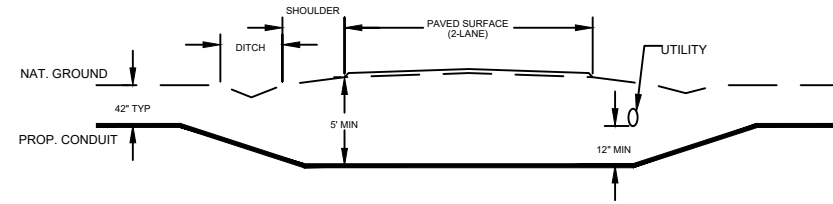
ATASCOSA COUNTY
VILLA RIDGE DR - 5324798

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| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 7 OF 8 |

ROAD CROSSING DETAILS

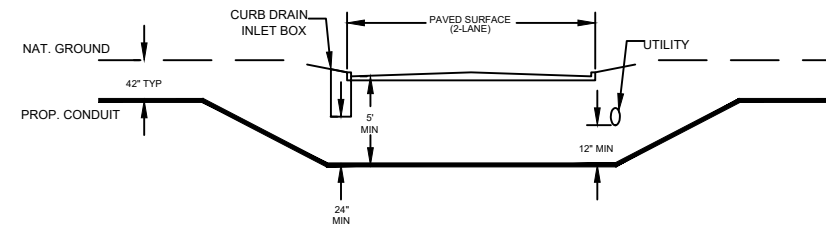
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



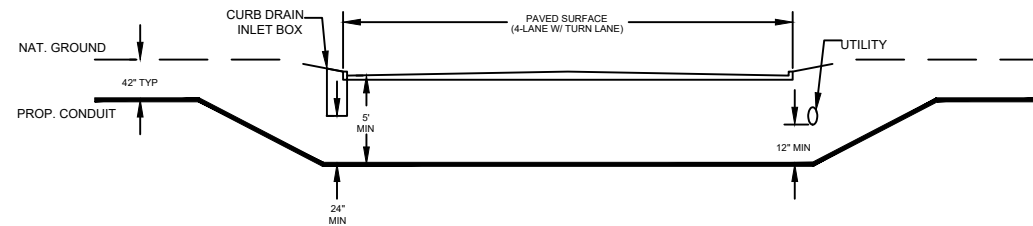
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



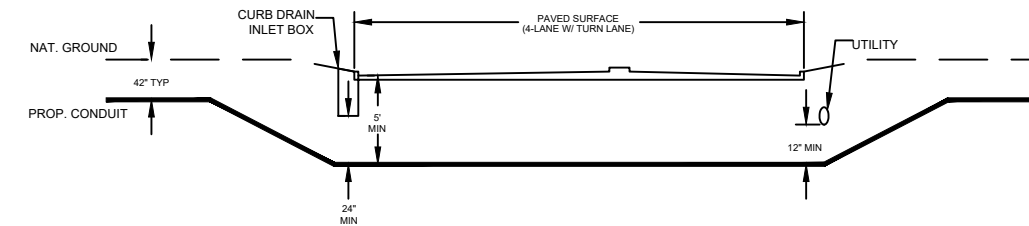
TYPICAL DETAIL "C"

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



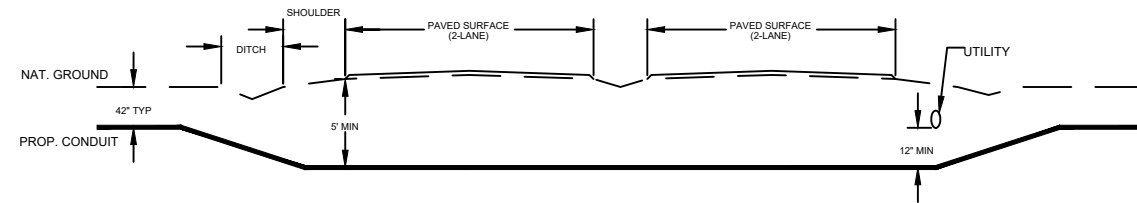
TYPICAL DETAIL "D"

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



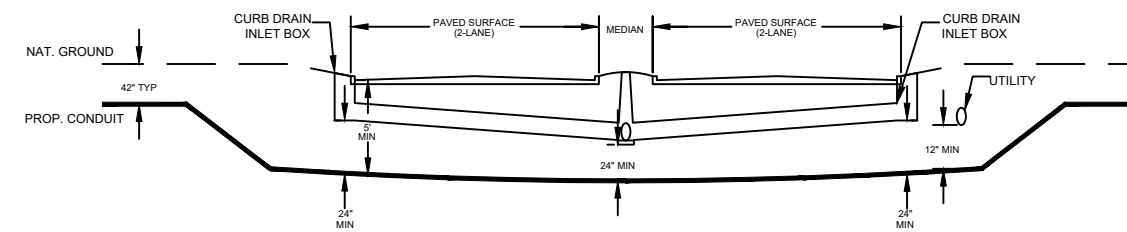
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



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**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 11/24/2025
Item Title: Road Bore - Murphy Exploration & Production Co. County Road 331
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

- A. Discuss and/or take appropriate action concerning the approval/denial of the Road Bore permit for Murphy Oil Corporation on County Road 331 in Precinct 3.

- B. Discuss and/or take appropriate action concerning the approval/denial of the Road Bore permit for Murphy Oil Corporation on E. County Road 331 in Precinct 3.

ATTACHMENTS

Murphy - County Road 331
Murphy - E. County Road 331

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

X ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 10th day of November, 2025, A.D., the undersigned Murphy Exploration & Production Company - USA "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 10th day of November 2025, A.D.

After approval the fully executed permit should be returned to:
Matthew W. March
Independent Contractor for Murphy E&P Co. - USA
5902 Lonesome Valley Trail
Austin, TX 78731

Murphy Exploration & Production Company - USA
Company
By: [Signature]
Matthew W. March, Independent Contractor

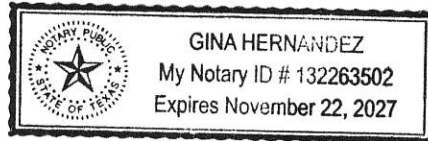
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Matthew W. March, Independent Contractor 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 Murphy Exploration & Production Company - USA, 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 10th day of November, 2025, A.D.

[Signature]
Notary Public in and for Travis
County, Texas
Commission expires: 11/22/2027



*****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 Matthew W. March, Independent Contractor, 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:

298 FT BORE - 50 FT = 248 FT OVER 50 FT ÷ 3 FT PER YARD
EQUALS 82.67 YARDS OVER 50 FT × \$32 PER YARD EQUALS
\$2,645.44 IN ADDITION TO APPLICATION FEES.
\$2,645.44 + \$500.00 = \$3,145.44 ENCLOSED

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:

CR 331

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

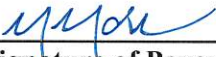
For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

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.

Murphy Exploration & Production Company - USA
Printed Name of Payor (If Company or Business Entity)

Matthew W. March, Independent Contractor
Printed Name of Payor's Authorized Agent


Signature of Payor or Payor's Authorized Agent

11/10/2025
Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Murphy Exploration & Production Company - USA

On this the 10th day of November, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Murphy Exploration & Production Company - USA herein known as "Murphy" address 9805 Katy Freeway, Suite G200, Houston, TX 77024 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, Murphy, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Murphy, agrees to repair damage to the following roads CR 331 in Commissioner Precinct No. .
4. The County and Murphy agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, Murphy, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Murphy, 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:

Authorized Representative for Atascosa

Murphy Exploration & Production Company - USA

County: Weldon P Cude, County Judge

Matthew W. March 11/10/25
Signature Date

Signature Date

Matthew W. March, Independent Contractor
Printed Name

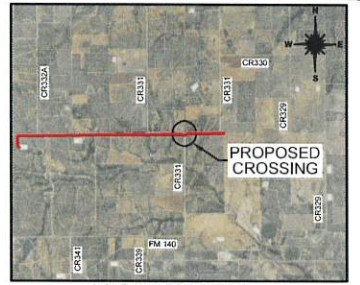
Atascosa County Commissioner, Precinct No.

Signature of Commissioner Date

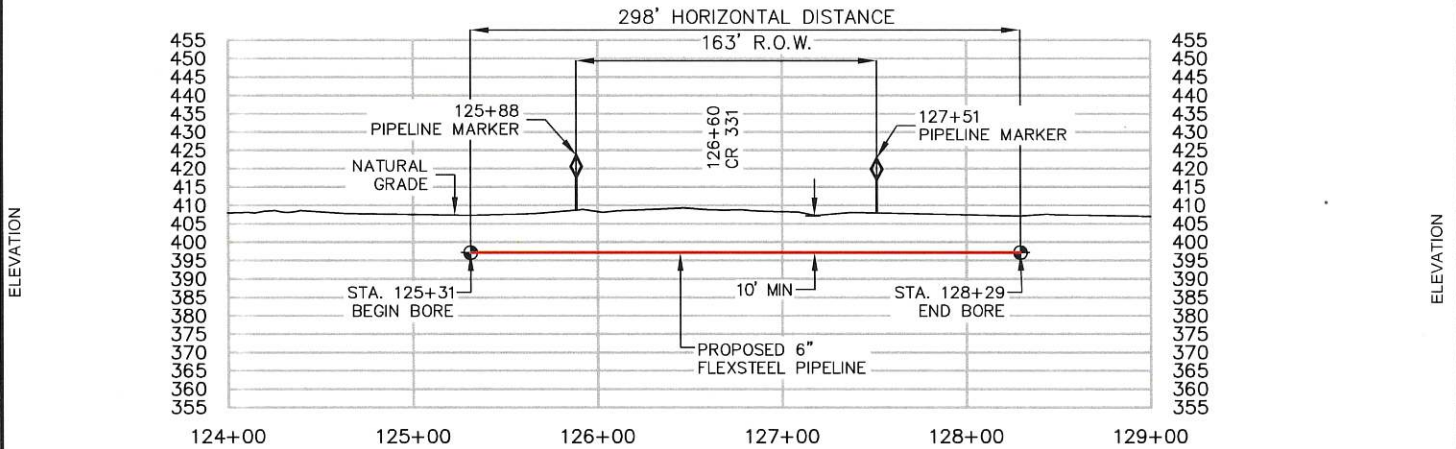
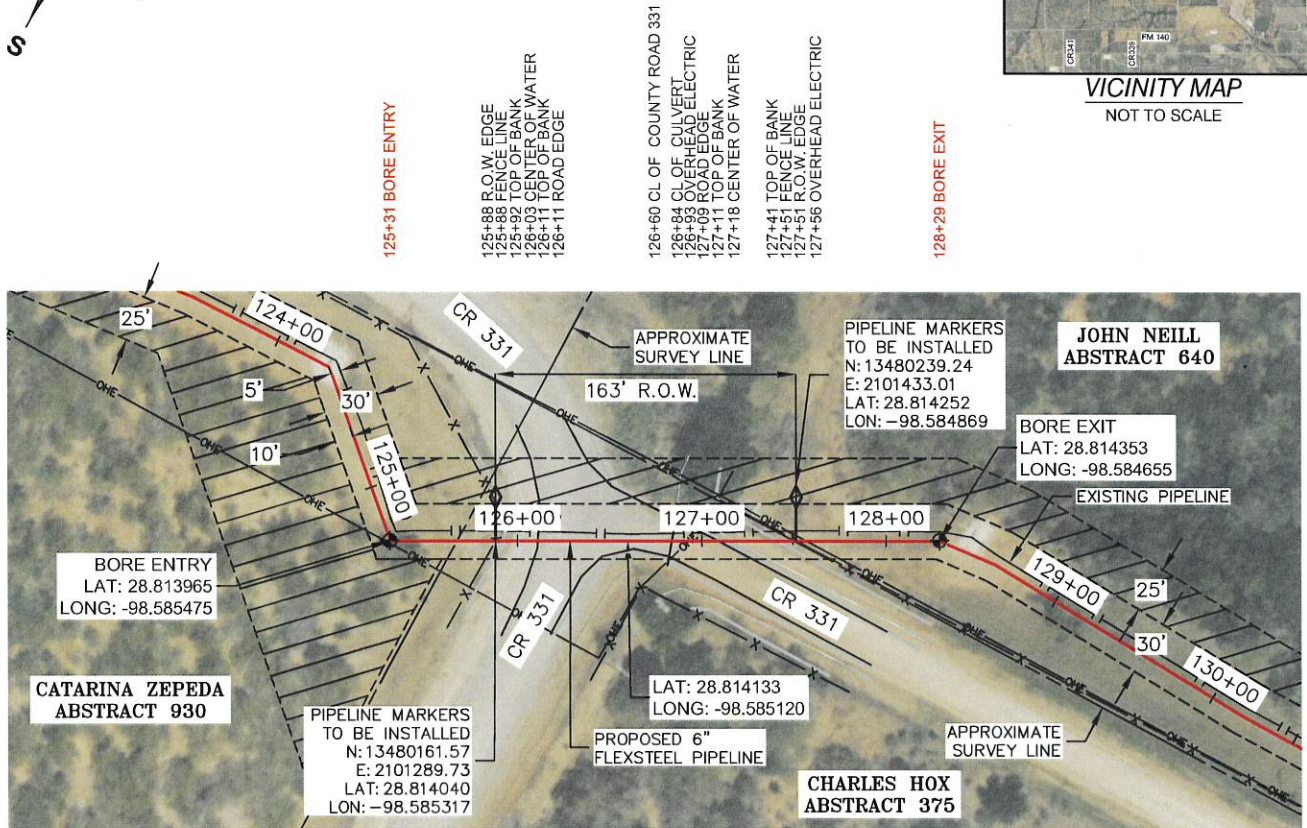
ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

ATASCOSA COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE



IMPROVED ROAD - BORE METHOD

PROFILE

1" = 100' H
1" = 50' V

- PROPOSED PIPELINE
- x- FENCE LINE
- e-e- UNDERGROUND FIBER OPTIC
- o-e-o-e- OVERHEAD ELECTRIC
- |-| EXISTING PIPELINE
- - - SECTION LINE
- ⊕ BORE

STATE OF TEXAS
COUNTY OF ATASCOSA

I, MICHAEL JAMES DVORSKY, LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 123838 IN THE STATE OF TEXAS, HAVE REVIEWED THE PIPELINE DESIGN OF THIS EXHIBIT AND HAVE FOUND IT SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY OR COMPLETENESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT OF WAY, AND PROPERTY OWNERSHIP THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



NOTE:

1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. CARRIER PIPE SPECS: 6" FLEXSTEEL 1500HT
4. CASING PIPE SPECS: 6.625" OD X .188 WT GRADE B, ERW, W/FBE (14-16 MILS) & ARO (40 MILS)
5. MOP: 1440 PSIG
6. PRODUCT: OIL, GAS & WATER

| | | | | | |
|---|--|---|-----------|-------|----------|
| MURPHY OIL CORPORATION | ROAD CROSSING PERMIT | DRAWN | JPM | DATE | 11/11/25 |
| | MURPHY OIL CORPORATION McCOMAS-FERNANDEZ | CHECKED | TM | DATE | 11/11/25 |
| MURPHY OIL CORPORATION 10100 REUNION PLACE, SUITE 700 SAN ANTONIO, TEXAS 78216 866.850.4200 TBPLS FIRM NO. 10194153 WWW.ATWELL-GROUP.COM | COUNTY ROAD 331-WEST - 6" FLEXSTEEL PIPELINE ATASCOSA COUNTY, TEXAS | ENGINEER | MJD | DATE | 11/11/25 |
| | | SCALE | 1" = 100' | PAGE | 1 OF 1 |
| | | REV# | DATE | DESC. | |
| | | | | | |
| | | | | | |
| | | JOB NO. | 25009288 | | |
| | | AFE NO. | | | |
| | REV. 0 | DRAWING NAME McCOMAS-FERNANDEZ_PERMIT CR331-WEST | | | |

Case:County Road 331

Project:8" Casing



API 1102 - Pipeline Crossing Highway (Gas)

Date:11/10/2025

Pipe Description:

Entity:

| | | | |
|----------------------------|----------------------------------|----------------------------------|-----------------------------------|
| Pipe Regulatory Code | B31.8 | Design Factor | 0.5 |
| Pipe Type | Pipe Line - API Specification 5L | Fluid Type | NA |
| Nominal Pipe Diameter | 8-5/8 inch | Fluid Application | NA |
| Outside Diameter | 8.625 inch | Design Factor Multiplier | NA |
| Wall Thickness | 0.188 inch | Adjusted Design Factor | NA |
| Wall Thickness in Analysis | NA | Joint Type | API 5L Electric Resistance Welded |
| Pipe Grade | B Std | Longitudinal Joint Factor | 1.0 |
| SMYS | 35000 psi | Youngs Modulus of Elasticity | 29000000 psi |
| Application | Cased crossing | Poisson's Ratio | 0.3 |
| Facility | Unimproved public road | Coefficient of Thermal Expansion | 0.0000065 1/deg F |
| Location Class | 1 - Division 2 | | |

Operational Parameters:

T - Temperature Derating Factor:

| | | | |
|-----------------------|------------|-----------------------------|---------------------|
| Operating Temperature | 60.0 deg F | Temperature | 250.0 or less deg F |
| Operating Pressure | 1 psi | Temperature Derating Factor | 1.000 |

Installation and Site Characteristics:

| | | | |
|-------------------------------|---|-------------------------------------|-----------|
| Soil Characteristics: | Soft to medium clays and silts with high plasticities | | |
| E' - Modulus of Soil Reaction | 200.00 psi | Pipe Depth | 8 ft |
| Er - Resilient Modulus | 5000.00 psi | Bored Diameter | 8.63 inch |
| Average Unit Weight of Soil | 120.00 lb/ft3 | Allowable Total Stress Factor | 0.5 |
| Pavement Type: | None | Installation Temperature | 80 deg F |
| Impact Factor Method: | ASCE - Highway | Design Wheel Load from Single Axle | 32000 lbf |
| | | Design Wheel Load from Tandem Axles | 32000 lbf |

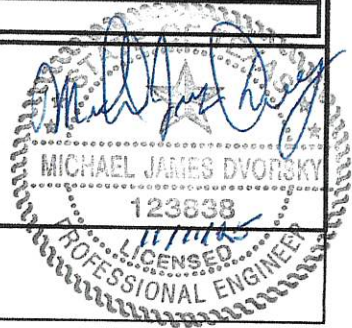
Stress Check Method:

| | | | |
|-------------------------------|--|--------------------------------------|--|
| API 1102 Procedure | | Safety Factor for Effective Stress | |
| Safety Factor for Girth Welds | | Safety Factor for Longitudinal Welds | |

Results

| | | | |
|--|--------------|---|--------------|
| Hoop Stress | 22.94 psi | Highway Stiffness Factor for Cyclic Longitudinal Stress | 13.9 |
| Allowable Hoop Stress | 17500.00 psi | Highway Geometry Factor for Cyclic Longitudinal Stress | 1.1 |
| Stiffness Factor for Earth Load Circumferential Stress | 2724 | Cyclic Longitudinal Stress | 5269.43 psi |
| Burial Factor for Earth Load Circumferential Stress | 1.33 | Maximum Circumferential Stress | 7268.55 psi |
| Excavation Factor for Earth Load Circumferential Stress | 0.83 | Maximum Longitudinal Stress | 9582.89 psi |
| Circumferential Stress from Earth Load | 1789.55 psi | Maximum Radial Stress Result | -1.00 psi |
| Impact Factor | 1.41 | Total Effective Stress | 8661.80 psi |
| Critical Case: Tandem Axles | 222.2 | Allowable Effective Stress | 17500.0 psi |
| Highway Stiffness Factor for Cyclic Circumferential Stress | 18.2 | Fatigue Resistance of Girth Welds | 6000.00 psi |
| Highway Geometry Factor for Cyclic Circumferential Stress | 0.87 | Fatigue Resistance of Longitudinal Welds | 10500.00 psi |
| Cyclic Circumferential Stress | 5457.00 psi | | |

| Stress | Calculated psi | Allowable psi | PASS/FAIL |
|------------------|----------------|---------------|-----------|
| Barlow Stress | 22.94 | 17500.00 | PASS |
| Effective Stress | 8661.80 | 17500.00 | PASS |
| Girth Welds | 5269.43 | 6000.00 | PASS |
| Long. Welds | 5457.00 | 10500.00 | PASS |



Notes:

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 10th day of November, 2025, A.D., the undersigned Murphy Exploration & Production Company - USA "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 10th day of November, 2025 A.D.

After approval the fully executed permit should be returned to:
Matthew W. March
Independent Contractor for Murphy E&P Co. - USA
5902 Lonesome Valley Trail
Austin, TX 78731

Murphy Exploration & Production Company - USA
Company
By: [Signature]
Matthew W. March, Independent Contractor

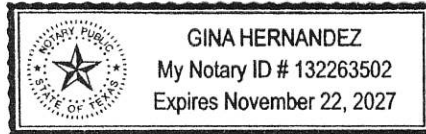
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Matthew W. March, Independent Contractor 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 Murphy Exploration & Production Company - USA, 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 10th day of November, 2025, A.D.

[Signature]
Notary Public in and for Travis
County, Texas
Commission expires: 11/22/2027



*****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

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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.

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EQUALS 27.33 YARDS OVER 50 FT × \$32 PER YARD
EQUALS \$874.67 IN ADDITION TO APPLICATION FEE.
\$874.67 + \$500.00 = \$1,374.67 ENCLOSED

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CR 331

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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.

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND Murphy Exploration & Production Company - USA**

On this the 10th day of November, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and Murphy Exploration & Production Company - USA herein known as "Murphy", address 9805 Katy Freeway, Suite G200, Houston, TX 77024 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, Murphy, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, Murphy, agrees to repair damage to the following roads CR 331 in Commissioner Precinct No. _____.
4. The County and Murphy agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, Murphy, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. Murphy, 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:

Authorized Representative for Atascosa

Murphy Exploration & Production Company - USA County: Weldon P Cude, County Judge

 11/10/25
Signature Date

Signature Date

Matthew W. March, Independent Contractor
Printed Name

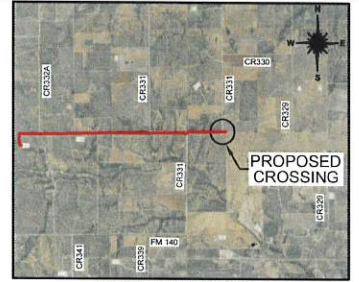
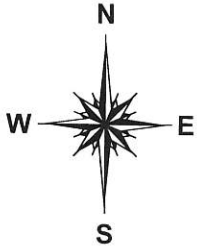
Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

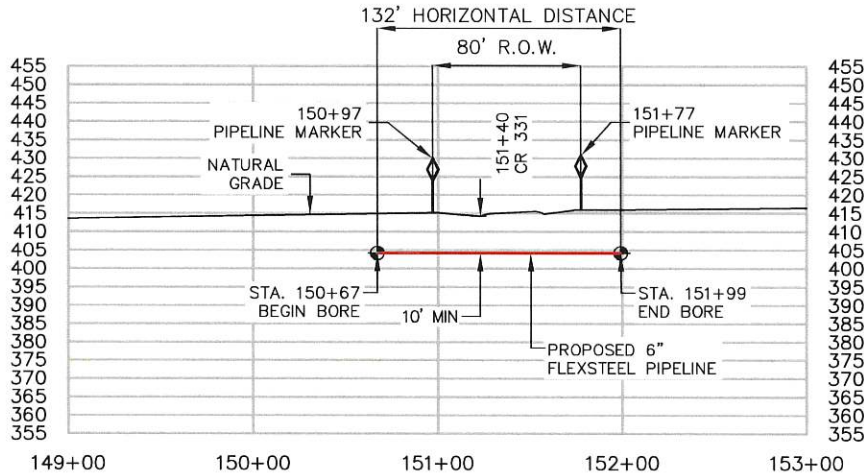
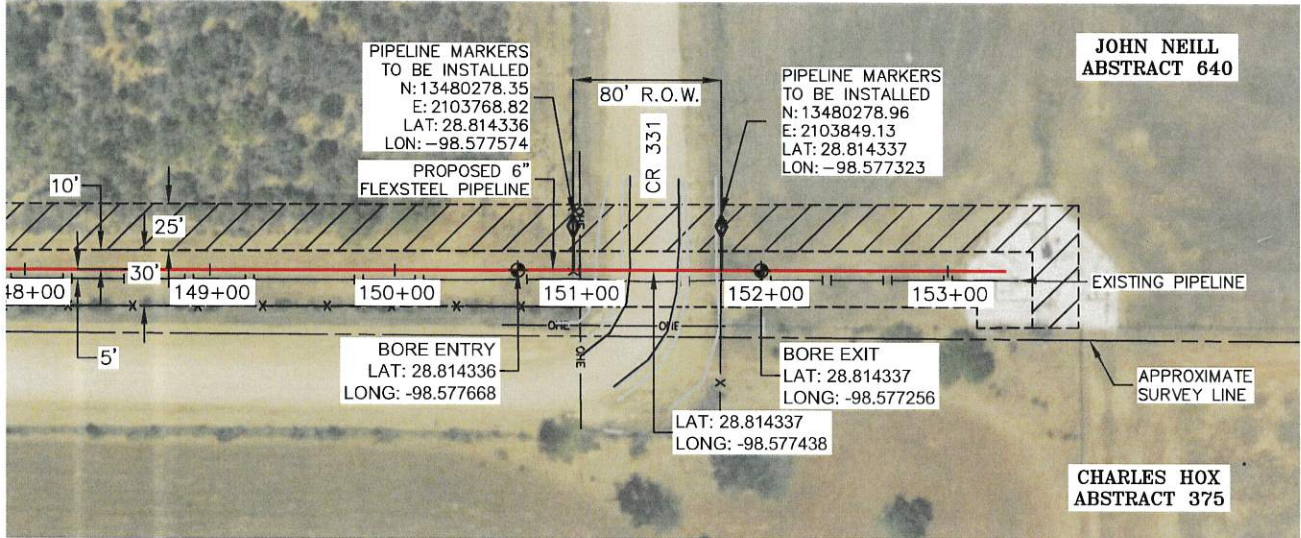
ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

ATASCOSA COUNTY, TEXAS



150+67 BORE ENTRY
 150+97 R.O.W. EDGE
 150+97 FENCE LINE
 151+00 OVERHEAD ELECTRIC
 151+09 TOP OF BANK
 151+23 CENTER OF WATER
 151+27 TOP OF BANK
 151+27 ROAD EDGE
 151+40 CL OF COUNTY ROAD 331
 151+63 ROAD EDGE
 151+55 TOP OF BANK
 151+99 CENTER OF WATER
 151+77 TOP OF BANK
 151+77 ROAD EDGE
 151+99 BORE EXIT



- PROPOSED PIPELINE
- x- FENCE LINE
- e-e- UNDERGROUND FIBER OPTIC
- o-e-o-e- OVERHEAD ELECTRIC
- i-i- EXISTING PIPELINE
- - - SECTION LINE
- ⊕ BORE

STATE OF TEXAS
 COUNTY OF ATASCOSA

I, MICHAEL JAMES DVORSKY, LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 123838 IN THE STATE OF TEXAS, HAVE REVIEWED THE PIPELINE DESIGN OF THIS EXHIBIT AND HAVE FOUND IT SUITABLE FOR THE PROPOSED PROJECT. I DO NOT ATTEST TO THE ACCURACY OR COMPLETENESS OF OTHER ASPECTS OF THE EXHIBIT, INCLUDING BUT NOT LIMITED TO, SURVEY, RIGHT OF WAY, AND PROPERTY OWNERSHIP THAT ARE THE RESPONSIBILITY OF OTHER PARTIES.



NOTE:

1. DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE, US FOOT.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-344-8377 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. CARRIER PIPE SPECS: 6" FLEXSTEEL 1500HT
4. CASING PIPE SPECS: 8.625" OD X .188 WT GRADE B, ERW, W/FBE (14-16 MILS) & ARO (40 MILS)
5. MOP: 1440 PSIG
6. PRODUCT: OIL, GAS & WATER

| | | | | | | | |
|---|---|--|--------------|----------|-----------|----------|----------|
| | ROAD CROSSING PERMIT | | DRAWN | JPM | DATE | 11/11/25 | |
| | MURPHY OIL CORPORATION McCOMAS-FERNANDEZ | | CHECKED | TM | DATE | 11/11/25 | |
| MURPHY OIL CORPORATION | | COUNTY ROAD 331-EAST - 6" FLEXSTEEL PIPELINE | | ENGINEER | MJD | DATE | 11/11/25 |
| ATWELL | | ATASCOSA COUNTY, TEXAS | | SCALE | 1" = 100' | PAGE | 1 OF 1 |
| 10100 REUNION PLACE, SUITE 700 SAN ANTONIO, TEXAS 78216 866.850.4200 TBPLS FIRM NO. 10194153 WWW.ATWELL-GROUP.COM | | REV. | DRAWING NAME | | | | |
| 0 | | McCOMAS-FERNANDEZ PERMIT CR331-EAST | | | | | |
| | | JOB NO. | 25009288 | | | | |
| | | AFE NO. | | | | | |

Case:County Road 331

Project:8" Casing



API 1102 - Pipeline Crossing Highway (Gas)

Date:11/10/2025

Pipe Description:

Entity:

| | | | |
|----------------------------|----------------------------------|----------------------------------|-----------------------------------|
| Pipe Regulatory Code | B31.8 | Design Factor | 0.5 |
| Pipe Type | Pipe Line - API Specification 5L | Fluid Type | NA |
| Nominal Pipe Diameter | 8-5/8 inch | Fluid Application | NA |
| Outside Diameter | 8.625 inch | Design Factor Multiplier | NA |
| Wall Thickness | 0.188 inch | Adjusted Design Factor | NA |
| Wall Thickness in Analysis | NA | Joint Type | API 5L Electric Resistance Welded |
| Pipe Grade | B Std | Longitudinal Joint Factor | 1.0 |
| SMYS | 35000 psi | Youngs Modulus of Elasticity | 290000000 psi |
| Application | Cased crossing | Poisson's Ratio | 0.3 |
| Facility | Unimproved public road | Coefficient of Thermal Expansion | 0.0000065 1/deg F |
| Location Class | 1 - Division 2 | | |

Operational Parameters:

T - Temperature Derating Factor:

| | | | |
|-----------------------|------------|-----------------------------|---------------------|
| Operating Temperature | 60.0 deg F | Temperature | 250.0 or less deg F |
| Operating Pressure | 1 psi | Temperature Derating Factor | 1.000 |

Installation and Site Characteristics:

| | | | |
|-------------------------------|---|-------------------------------------|-----------|
| Soil Characteristics: | Soft to medium clays and silts with high plasticities | | |
| E' - Modulus of Soil Reaction | 200.00 psi | Pipe Depth | 8 ft |
| Er - Resilient Modulus | 5000.00 psi | Bored Diameter | 8.63 inch |
| Average Unit Weight of Soil | 120.00 lb/ft3 | Allowable Total Stress Factor | 0.5 |
| Pavement Type: | None | Installation Temperature | 80 deg F |
| Impact Factor Method: | ASCE - Highway | Design Wheel Load from Single Axle | 32000 lbf |
| | | Design Wheel Load from Tandem Axles | 32000 lbf |

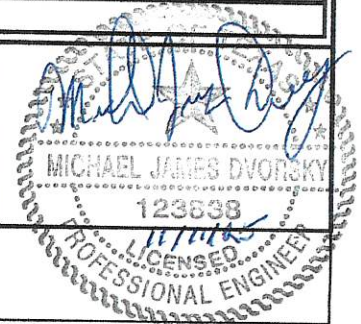
Stress Check Method:

| | | | |
|-------------------------------|--|--------------------------------------|--|
| API 1102 Procedure | | Safety Factor for Effective Stress | |
| Safety Factor for Girth Welds | | Safety Factor for Longitudinal Welds | |

Results

| | | | |
|--|--------------|---|--------------|
| Hoop Stress | 22.94 psi | Highway Stiffness Factor for Cyclic Longitudinal Stress | 13.9 |
| Allowable Hoop Stress | 17500.00 psi | Highway Geometry Factor for Cyclic Longitudinal Stress | 1.1 |
| Stiffness Factor for Earth Load Circumferential Stress | 2724 | Cyclic Longitudinal Stress | 5269.43 psi |
| Burial Factor for Earth Load Circumferential Stress | 1.33 | Maximum Circumferential Stress | 7268.55 psi |
| Excavation Factor for Earth Load Circumferential Stress | 0.83 | Maximum Longitudinal Stress | 9582.89 psi |
| Circumferential Stress from Earth Load | 1789.55 psi | Maximum Radial Stress Result | -1.00 psi |
| Impact Factor | 1.41 | Total Effective Stress | 8661.80 psi |
| Critical Case: Tandem Axles | 222.2 | Allowable Effective Stress | 17500.0 psi |
| Highway Stiffness Factor for Cyclic Circumferential Stress | 18.2 | Fatigue Resistance of Girth Welds | 6000.00 psi |
| Highway Geometry Factor for Cyclic Circumferential Stress | 0.87 | Fatigue Resistance of Longitudinal Welds | 10500.00 psi |
| Cyclic Circumferential Stress | 5457.00 psi | | |

| Stress | Calculated psi | Allowable psi | PASS/FAIL |
|------------------|----------------|---------------|-----------|
| Barlow Stress | 22.94 | 17500.00 | PASS |
| Effective Stress | 8661.80 | 17500.00 | PASS |
| Girth Welds | 5269.43 | 6000.00 | PASS |
| Long. Welds | 5457.00 | 10500.00 | PASS |



Notes:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 17.

Meeting Date: 11/24/2025

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action concerning enrolling into the TAC
I.T.: Cybersecurity Awareness Training Program for 2026 as mandated by [Texas Government Code § 2054.5191](#) at \$5.00 per user and authorizing the County Judge to Docusign.

ATTACHMENTS

Form

TEXAS ASSOCIATION *of* COUNTIES



Cybersecurity Course Enrollment Form for Counties

Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a cybersecurity course that has been certified by DIR and fulfills the requirements of the law. This course is available to counties for an annual fee of \$5 per enrolled user. Please note that TAC will not be responsible for monitoring, enforcing, or reporting course completion - this will be performed entirely within your county.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and sign via Docusign.** For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2026. Enrollment is available on a rolling basis through July 31, 2026.

Printed Name

County Name

Authorized Signature

Date

Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: _____

Email of Registrant: _____

Phone Number of Registrant: _____

Billing Contact (Required)

TAC will send an invoice in the amount of \$5 per enrolled user to the contact below. The number of users will be based on total users between enrollment of this course and September 2025. Users who are enrolled and later deleted will be included in the invoice. The invoice is due upon receipt.

Name of Contact: _____

Email of Contact: _____

Phone Number of Contact: _____

Position/Office of Contact: _____

Mailing Address: _____

Preferred Delivery Method (Email/Mail): _____

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

Additional Course Administrators (Optional)

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

**AGENDA REQUEST
(GENERAL)**

Agenda Item 18.

Meeting Date: 11/24/2025
Item Title: Nationwide 457(b) plan renewal
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action the renewal of the Nationwide
HR: Governmental 457(b) Plan

ATTACHMENTS

Nationwide 457(b) Adoption Agreement

**Nationwide Financial Services, Inc.
GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT**

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

[*Note: Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions. Additionally, some State and local laws may restrict the election of certain provisions under the Plan. Please consult with legal counsel to assess the impact of State laws, local laws and/or applicable vendor agreements on the Plan.*]

**SECTION 1
EMPLOYER INFORMATION**

1-1 EMPLOYER INFORMATION.

Name: County of Atascosa, TX
Address: 1 Courthouse Circle Dr.
City, State, Zip Code: Jourdanton, Texas 78026
Telephone: (830) 769-3093

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 74-6001468

1-3 TYPE OF EMPLOYER. (Optional)

[*Note: To adopt this Plan, the Employer must be a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as provided under Code §457(e)(1)(A). A non-governmental tax-exempt organization, as described under Code §457(e)(1)(B), may not adopt this Plan.*]

- (a) State
- (b) Political Subdivision of a State
- (c) Agency or Instrumentality of a State
- (d) Other governmental entity: (Describe) _____

1-4 EMPLOYER'S TAX YEAR END. (Optional) The Employer's tax year ends December 31

1-5 RELATED EMPLOYERS. (Optional) List any Related Employers. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

**SECTION 2
PLAN INFORMATION**

2-1 PLAN NAME. County of Atascosa 457(b) Deferred Compensation Plan

Original Effective Date: August 21, 1987
Restatement Effective Date: January 1, 2024
Plan identifier (optional): _____

2-2 TYPE OF PLAN. This Plan is a Governmental 457(b) Plan.

- The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the BPD).

2-3 **TYPE OF CONTRIBUTIONS. (Check all that apply.)**

- (a) Salary Deferral Contributions
- (b) Employer Matching Contributions
- (c) Employer Contributions
- (d) Rollover Contributions

2-4 **PLAN YEAR.**

- (a) Calendar year.
- (b) The 12-consecutive month period ending on _____ each year.
- (c) Other: _____

2-5 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.
- (b) Name: _____
Address: _____
Telephone: _____

2-6 **FROZEN PLAN.** Check this AA §2-6 if the Plan is a frozen Plan to which no contributions will be made. (See Section 3.01(c) of the BPD).

- This Plan is a frozen Plan effective _____

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-7 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer’s disability insurance plan and is determined to be disabled under such plan.
- (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[Note: An Employer may elect any or all of the elections above. If more than one is selected, the hierarchy for determining whether an individual is considered Disabled is in the order listed above, unless described otherwise under separate administrative procedures or as described below.]

- (d) Alternative definition of Disabled: _____

[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the plan.]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the BPD, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the BPD for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- | Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees (as defined in Section 1.11 of the BPD), unless the Collective Bargaining Agreement provides otherwise. |

| Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Employees who normally work less than ___ hours a week. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Part-Time Employees (as defined in Section 1.39 of the BPD). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Seasonal Employees (as defined in Section 1.57 of the BPD). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) Temporary Employees (as defined in Section 1.60 of the BPD). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) Employees in an appointed or elected position. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (j) Employees paid on an hourly basis. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) Employees paid on a salaried basis. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) All other Employees except Part-Time, Temporary and Seasonal Employees. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Other: _____ |

3-2 **INDEPENDENT CONTRACTORS.** Unless elected otherwise under subsection (a) below, Independent Contractors (as defined in Section 1.35 of the BPD) of the Employer are excluded from participation in the Plan.

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Independent Contractors may participate in the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Describe any special rules applicable to Independent Contractors: _____ |

[*Note: Select under subsection (a) the types of contributions for which Independent Contractors are eligible. If the Employer elects to allow Independent Contractors to participate in the Plan, the term Employee as used in the Plan shall include the eligible Independent Contractors, as appropriate.*]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of such Eligible Employee’s Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (1) There is no minimum service requirement for participation in the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(1) of the BPD for rules regarding the application of this subsection (ii).) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) The completion of ___ Hours of Service during an Eligibility Computation |

Deferral Match ER

Period. [*Note: If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.*]

(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

(A) There is no minimum service requirement for participation in the Plan.

(B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

(C) Under the Elapsed Time method as defined in AA §4-3 below.

(D) Describe: _____

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3).

(A) For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:

(I) ____ hours per week.

(II) ____ hours per month.

(III) ____ hours per year.

(B) Describe part-time Employees for this purpose: _____

[*Note: A part-time employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

(6) Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.

(7) Describe eligibility conditions: _____

Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral Match ER

(1) There is no minimum age for Plan eligibility.

(2) Age 21.

(3) Age ____.

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[*Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

4-2 **ENTRY DATE.** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of such Eligible Employee’s Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [*Note: If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (l) for the same contribution source.*]

Deferral Match ER

(a) **Immediate.** The date the minimum age and service requirements are satisfied.

(b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

(c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

(d) **Monthly.** The first day of each calendar month.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Payroll period. The first day of the payroll period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) The first day of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Describe Entry Date: _____ |

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) coinciding with or next following satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (j) nearest the satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (k) preceding the satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (l) coinciding with or preceding the satisfaction of the minimum age and service requirements. |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Describe special rules for determining Entry Dates under the Plan: _____ |

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.33 of the BPD for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the BPD). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the BPD).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Eligibility Computation Period. The Plan will use Anniversary Years for all Eligibility Computation Periods. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time method. [<i>Note: Check the same contribution source as checked in AA §4-1(a) above.</i>] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(5) of the BPD.) <ul style="list-style-type: none"> <input type="checkbox"/> (1) For Deferral, must complete a ____ period of service <input type="checkbox"/> (2) For Match, must complete a ____ period of service <input type="checkbox"/> (3) For ER, must complete a ____ period of service |

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| Deferral | Match | ER | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input checked="" type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. <p>If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. <input type="checkbox"/> (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. <input type="checkbox"/> (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Special eligibility provisions. The following special eligibility provisions apply: _____ |

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of such Employee’s Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| Deferral | Match | ER | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Automatic Eligibility. An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service conditions: <ul style="list-style-type: none"> <input type="checkbox"/> (1) the Effective Date of this Plan (as designated on the Employer Signature Page, as applicable) <input type="checkbox"/> (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) <input type="checkbox"/> (3) _____ [insert date] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Describe other effective date provisions: _____ |

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and/or allocation conditions under this Plan.

(a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

| | Name of Predecessor Employer | Eligibility | Vesting | Allocation Conditions |
|------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> (1) | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(b) The following special rules apply with respect to service with a Predecessor Employer: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.61 of the BPD for a specific definition of the various types of Total Compensation.

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) “Simplified” Code §415 Compensation
- (d) Wages under Code §3401(a)

[For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.61 of the BPD) includes post-severance compensation, to the extent provided in Section 1.61(b) of the BPD. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.61(b) of the BPD.

The following amounts paid after a Participant’s severance from employment are excluded from Plan Compensation.

- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.
- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after Severance from Employment on account of disability (as defined in Code §22(e)(3)), check the box below.
- Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3).

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (b) Salary Deferrals (as defined in Section 1.55 of the BPD), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Compensation above \$___ is excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Amounts received as a bonus are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Amounts received as commissions are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Overtime payments are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) Shift differentials are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) Exclusions as described by the applicable Collective Bargaining Agreement. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (j) Amounts received for services performed for a non-signatory Related Employer are excluded. |

[Note: If this subsection is not elected, amounts received for services

| Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| | | | <i>performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) “Deemed §125 compensation” as defined under Total Compensation. (See Section 1.61(d) of the BPD.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Amounts received after Severance from Employment are excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Differential Pay (as defined in Section 1.61(e) of the BPD) is excluded. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (n) Describe adjustments to Plan Compensation: _____ |

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*Note: If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (1) The Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) The calendar year ending in the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) The Employer's fiscal tax year ending in the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) The 12-month period ending on ____ which ends during the Plan Year. |

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation paid while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation paid while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.45 of the BPD.)

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | All compensation paid during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant. |

**SECTION 6
EMPLOYER CONTRIBUTIONS**

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- Yes
 No [*If No, skip to Section 6A.*]

[*Note: Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 and AA §6-4, as applicable.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) _____% of each Participant’s Plan Compensation.
 - (2) \$_____ for each Participant.
 - (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

- (c) **Service-based contribution.** The Employer will make:
 - (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
 - (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
 - (3) **Fixed dollar.** \$___ for each period of service designated below.

The service-based contribution selected under this (c) will be based on the following periods of service:

 - (4) Each Hour of Service
 - (5) Each week of employment
 - (6) Describe period: _____

The service-based contribution is subject to the following rules:

 - (7) Describe any special provisions that apply to service-based contribution: _____
- (d) **FICA Replacement Contribution.** (See Section 3.08 of the BPD).
 - (1) The Employer will make the 7.5% of Plan Compensation mandatory contribution.
 - (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.
 - (3) The Employer will make a mandatory contribution equal to ___% of Plan Compensation and the Employer will make a mandatory contribution equal to ___% of Plan Compensation.

[*Note: The combined Employer and Employee contribution must equal at least 7.5% of Plan Compensation.*]
- (e) **Contributions of accrued sick, PTO and/or vacation leave.**
 - (1) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave as follows: _____
 - (2) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid PTO leave as follows: _____
 - (3) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave as follows: _____
- (f) Describe Employer Contribution formula: _____

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The Employer Contribution under AA §6-2(a) will be allocated as:
 - (1) a uniform percentage of Plan Compensation or
 - (2) a uniform dollar amount
- (b) **Allocation under fixed Employer Contribution.** If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b).
- (c) **Discretionary allocation.** The Employer Contribution under AA §6-2(a) will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.
- (d) **Service-based allocation.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).
- (e) **Describe other allocation method:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

- (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation paid during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.
- Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation paid during the following period:
- (1) Plan Year quarter
 - (2) calendar month
 - (3) payroll period
 - (4) Other: _____
- [*Note: Although Employer Contributions are determined on the basis of Plan Compensation paid during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.*]

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
 - (1) ___% of Plan Compensation
 - (2) \$___
 - (3) Describe: _____
- (c) **Offset of Employer Contribution.**
 - (1) A Participant’s allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____[insert name of plan(s)].
 - (2) In applying the offset under this subsection, the following rules apply: _____
- (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. *[Note: The Plan may not impose allocation conditions on FICA Replacement Contributions.]*

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) ___ Hours of Service during the Plan Year.
 - (2) ___ consecutive days of employment with the Employer during the Plan Year.
 - (3) ___ consecutive months of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6-5 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-5, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.
 - (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
 - (i) Plan Year quarter
 - (ii) calendar month
 - (iii) payroll period
 - (iv) Other: _____
 - (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-5, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____
- (e) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if an Employee, during the Plan Year:
 - (i) dies.
 - (ii) has a Severance from Employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) has a Severance from Employment after attaining Normal Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (v) has a Severance from Employment after attaining Early Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (vi) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) do not apply to:
 - (i) an employment condition designated under this AA §6-5.
 - (ii) a minimum service condition designated under this AA §6-5.
 - (iii) a Discretionary Employer Contribution.
 - (iv) a Fixed Employer Contribution.
- (f) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
 - (1) All Employees.
 - (2) Only Employees for whom the Employer does not maintain hourly records. For all other Employees, actual hours worked will be used.
- (g) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

- 6-6 **OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution.
- (a) A Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution. [*Note: The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]
 - (b) Describe any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Roth contribution: _____

6-7 **SPECIAL RULES APPLICABLE TO EMPLOYER CONTRIBUTIONS.** The following special rules apply to Employer Contributions: _____

SECTION 6A
SALARY DEFERRALS

- 6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?
- Yes
 - No [*If “No” is checked, skip to Section 6B.*]
- 6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.
- (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:
 - (1) _____% of Plan Compensation.
 - (2) \$_____.

[*Note: If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

 - (3) Plan Year.
 - (4) the portion of the Plan Year during which the individual is eligible to participate.
 - (5) each separate payroll period during which the individual is eligible to participate.
 - (b) **Limits on Salary Deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected if bonus payments are not excluded under AA §5-3.*]
- (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election or in separate administrative procedures.
 - (2) A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement election or in separate administrative procedures.

- (3) Describe special rules applicable to deferrals on bonus payments: _____
- (c) **Deferral of sick, vacation, PTO and back pay.** Unless otherwise elected below, a Participant may elect to defer accrued sick pay, accrued vacation pay, accrued PTO pay, or back pay if: (1) such pay is otherwise included in Plan Compensation; (2) the Participant timely enters into a Salary Reduction Agreement with respect to such pay; and (3) the Participant is an Employee in the month of deferral.
 - A Participant may NOT defer accrued sick pay, accrued vacation pay, accrued PTO or back pay.
- (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) ____% of Plan Compensation for a payroll period.
- (b) \$____ for a payroll period.
- (c) Describe. _____

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- (b) Special 457 Catch-Up Contributions are not permitted under the Plan.
- (c) Describe any special rules applicable to the Age 50 Catch-Up Contributions or Special 457 Catch-Up Contributions: _____

6A-5 **ROTH DEFERRALS.**

(a) **Availability of Roth Deferrals.**

- (1) Roth Deferrals are permitted under the Plan.
- (2) Roth Deferrals are not permitted under the Plan.

[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8 below.]

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from such Participant’s Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. If a Participant fails to designate the Account, the Plan Administrator may distribute amounts pursuant to a separate administrative policy.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

- (1) **Distributions and withdrawals.**
 - (i) Any distribution will be taken on a pro rata basis from the Participant’s Pre-Tax Deferral Account and Roth Deferral Account.
 - (ii) Any distribution will be taken first from the Participant’s Roth Deferral Account and then from the Participant’s Pre-Tax Deferral Account.
 - (iii) Any distribution will be taken first from the Participant’s Pre-Tax Deferral Account and then from the Participant’s Roth Deferral Account.
- (2) **Distribution of Excess Deferrals.**
 - (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
 - (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
 - (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

- (1) **Effective date.** Effective _____ [not earlier than 1/1/2013], a Participant may elect to convert all or any portion of such Participant’s non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[*Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

(2) **In-Service Distribution.**

- (i) For a Participant to convert such Participant’s eligible contributions to Roth through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [*Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]
- (ii) For a Participant to convert such Participant’s eligible contributions to Roth through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan. To override this default provision and limit the contribution sources available for In-Plan Roth Conversion, select the applicable contribution sources below:

- (i) Pre-tax Salary Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) Rollover Contributions
- (v) Describe: _____

(4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$___ (may not exceed \$1,000).
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
[*Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]
- (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.
- (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____
- (vi) Describe: _____

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.03 of the BPD.
[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.03 of the BPD.*]
- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.
[*Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.*]

(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted in the same manner as permitted for Roth Deferrals, as set forth under AA §9-2, unless designated otherwise under this subsection (6).

- Describe distribution options: _____

(d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 SALARY REDUCTION AGREEMENT ELECTIONS.

- (a) **Change or revocation of Salary Reduction Agreement election:** A Participant’s election to change or resume a Salary Reduction Agreement election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a Salary Reduction Agreement election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant’s affirmative Salary Reduction Agreement to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

- Participant’s affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant’s affirmative Salary Reduction Agreement election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant’s affirmative Salary Reduction Agreement election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[Note: The Employer may modify the rules applicable to rehired Employees under the Salary Reduction Agreement or other administrative procedures.]

6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.03(c) of the BPD, unless provided otherwise under this AA §6A-7. *[Note: Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.]*

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Reduction Agreement election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- (ii) _____ *[insert date]*
- (iii) As set forth under a prior Plan document.

[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the BPD. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the BPD.]*

- (i) **Automatic Contribution Arrangement features determined under separate administrative procedures.** The Employer has described the features of its Automatic Contribution Arrangement in a separate administrative policy which is incorporated by reference into this Plan. To the extent that either (ii) or (iii) below is not completed, those features of the Automatic Contribution Arrangement will be determined by the terms of a separate administrative policy.

- (ii) **Automatic deferral percentage.**
 - (A) ____% of Plan Compensation
 - (B) \$____

- (iii) **Automatic increase.** If elected under this subsection (iii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

- (A) ____% of Plan Compensation
- (B) \$____
- (C) Describe: _____

Any automatic increase elected under this subsection (iii) will not cause the automatic deferral amount to exceed:

- (D) ____% of Plan Compensation
- (E) \$____
- (F) Describe: _____

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
 - (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
 - (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
 - (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(ii). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
 - (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
 - (D) Describe: _____
 - (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).
 - Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
 - (iv) **Expiration of affirmative deferral elections.** Unless this subsection (iv) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant’s affirmative elective deferral election will not expire. If this subsection (iv) is elected, a Participant’s affirmative deferral election will expire:
 - (A) at the end of each Plan Year.
 - (B) Describe date that the affirmative election will expire: _____

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.

[*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(iii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(iii) of the BPD.)
- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.
 - (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
 - (iii) **Effective date.** The automatic increase described under subsection (2)(iii) is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
 - (A) The anniversary of the Participant's date of hire.
 - (B) The anniversary of the Participant's first automatic deferral contribution.
 - (C) The first day of each calendar year.
 - (D) Other date: _____
 - (iv) **Special rules:** _____

- (5) **Treatment of Employees who have a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee had a Severance from Employment).
 - (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant’s deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
 - (ii) **Describe special rules applicable to rehired employees:** _____
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
 - (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the BPD), a Participant who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if a Participant does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Participant to take a permissive withdrawal, but only with respect to default contributions made after the Participant’s return to employment.
 - The ability to take permissible withdrawals does not apply to rehired Participants, even if such Participants have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
 - (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.
 - (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic contribution provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the BPD.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
 - (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) ____ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*Note: If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.*]

**SECTION 6B
MATCHING CONTRIBUTIONS**

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes
- No [*Check this box if there are no Matching Contributions. If “No” is checked, skip to Section 7.*]
[*Note: Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution and how such Matching Contribution is allocated to Participants.

- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
 - (1) ___% of Salary Deferrals made for each period designated in AA §6B-5 below.
 - (2) \$___ for each period designated in AA §6B-5 below.
 - (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.
 - (1) **Tiers as percentage of Plan Compensation.**

| Salary Deferrals | Fixed Match | Discretionary Match |
|------------------|-------------|---------------------|
|------------------|-------------|---------------------|

- (i) Up to ___% of Plan Compensation _____%
- (ii) From ___% up to ___% of Plan Compensation _____%
- (iii) From ___% up to ___% of Plan Compensation _____%
- (iv) From ___% up to ___% of Plan Compensation _____%

- (2) **Tiers as dollar amounts.**

| Salary Deferrals | Fixed Match | Discretionary Match |
|------------------|-------------|---------------------|
|------------------|-------------|---------------------|

- (i) Up to \$___ _____%
- (ii) From \$___ up to \$___ _____%
- (iii) From \$___ up to \$___ _____%
- (iv) Above \$___ _____%

- (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

| Years of Service | Matching % | Discretionary Match |
|------------------|------------|---------------------|
|------------------|------------|---------------------|

- (1) From ___ up to ___ Years of Service _____%
- (2) From ___ up to ___ Years of Service _____%
- (3) From ___ up to ___ Years of Service _____%
- (4) From ___ up to ___ Years of Service _____%
- (5) Years of Service equal to and above _____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

- (e) **Other Matching Contribution Formula:** _____

6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”). Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:
 - (1) Pre-tax Salary Deferrals
 - (2) Roth Deferrals
 - (3) Age 50 Catch-Up Contributions
 - (4) Special 457 Catch-Up Contributions

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
 - (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
 - (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____
[Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.]
- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

- (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.
- (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:
 - (1) _____% of Plan Compensation.
 - (2) \$_____.
 - (3) A discretionary amount determined by the Employer.
- (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
 - (1) _____% of Plan Compensation.
 - (2) \$_____.
- (d) **Special limits:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, check one of (a) – (d) below.

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the BPD for a discussion of the “true up” requirements applicable to Matching Contributions.]

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) _____ Hours of Service during the Plan Year.
 - (2) _____ consecutive days of employment with the Employer during the Plan Year.
 - (3) _____ consecutive months of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-6 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-6, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
 - (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
 - (i) Plan Year quarter
 - (ii) calendar month

- (iii) payroll period
- (iv) Other: _____
- (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-6, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____
- (e) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
 - (i) dies.
 - (ii) has a Severance from Employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) has a Severance from Employment after attaining Normal Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (v) has a Severance from Employment after attaining Early Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (vi) is on an authorized leave of absence from the Employer.
 - (2) The exceptions selected under subsection (1) do not apply to:
 - (i) an employment condition designated under this AA §6B-6.
 - (ii) a minimum service condition designated under this AA §6B-6.
 - (iii) a Discretionary Matching Contribution.
 - (iv) a Fixed Matching Contribution.
- (f) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
 - (1) All Employees.
 - (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (g) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method
- (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6B-7 **OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferrals.

- (a) A Participant **MAY** elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferral. [*Note: The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]
- (b) Describe special any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Roth Deferral: _____

6B-8 **OPTIONAL TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS AS SALARY DEFERRALS FOR MATCHING CONTRIBUTIONS.** Unless elected otherwise below, Qualified Student Loan Payments are not treated as Salary Deferrals for Matching Contribution purposes under the Plan.

- (a) Effective ____ (no earlier than the first day of the Plan Year beginning after December 31, 2023), the Employer elects to make Matching Contributions on account of Qualified Student Loan Payments, as provided under BPD Section 3.04(e). The Employer may develop procedures to assist in the administration of this election and/or may specify any special rules under subsection (b) below.

- (b) Describe any special rules applicable to the optional treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contribution purposes: _____

6B-9 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

**SECTION 7
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b) (and vesting, allocation and other provisions of the Plan referring to Normal Retirement Age, if applicable), Normal Retirement Age under the Plan is:

- (a) Age ____ (not earlier than age 65 or later than age 70 ½).
- (b) The earlier of age ____ (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD).
- (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (d) The Participant may designate a Normal Retirement Age that is on or after age ____ (not earlier than age 65) but not later than age ____ (not later than age 70½).
- (e) Describe Normal Retirement Age: _____

Normal Retirement Age for Qualified Police (elect if applicable):

- (f) Age ____ (not earlier than age 40 or later than age 70 ½).
- (g) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- (h) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (i) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- (j) Describe Normal Retirement Age for Qualified Police: _____

Normal Retirement Age for Firefighters (elect if applicable):

- (k) Age ____ (not earlier than age 40 or later than age 70 ½).
- (l) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- (m) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (n) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- (o) Describe Normal Retirement Age for Firefighters: _____

[Note: A Participant’s Normal Retirement Age must be the same as such Participant’s normal retirement age under any other 457(b) plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.]

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

- Yes
- No [If “No” is checked, skip to Section 9.]

[*Note: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.*]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the BPD for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

- | ER | Match | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Full and immediate vesting. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) 3-year cliff vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) 6-year graded vesting schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Modified vesting schedule |
| | | ___% immediately on Plan participation |
| | | ___% after 1 Year of Service |
| | | ___% after 2 Years of Service |
| | | ___% after 3 Years of Service |
| | | ___% after 4 Years of Service |
| | | ___% after 5 Years of Service |
| | | 100% after 6 Years of Service |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) Other: _____ |

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

- (a) None, all service with the Employer counts for vesting purposes.
- (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the BPD for rules regarding Predecessor Service.)
- (c) Service completed before the Employee's ___ birthday is excluded.

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- (a) dies.
- (b) has a Severance from Employment due to becoming Disabled.
- (c) becomes Disabled.
- (d) attains Normal Retirement Age.
- (e) Other: _____
- (f) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER | Match | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [<i>must be less than 1,000</i>] Hours of Service during a Vesting Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <input type="checkbox"/> (1) The 12-month period beginning with the anniversary of the Employee’s date of hire. <input type="checkbox"/> (2) Describe: _____ [<i>Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the BPD.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked. If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method. <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. <input type="checkbox"/> (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. |

8-6 **ALLOCATION OF FORFEITURES.** The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated. [*Note: No elections are required under this AA §8-6, if the Employer decides to use its discretion on how to treat forfeitures.*]
 Any forfeitures occurring during a Plan Year will be:

- | ER | Match | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [<i>Do not complete the rest of this AA §8-6.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c), forfeitures will be applied:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the BPD.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition. |

ER Match

- (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- (k) Describe: _____

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant’s vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default forfeiture rules, complete this AA §8-7(a).

- The forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-4(a)) is treated as having an immediate forfeiture of such Participant’s nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

8-8 SPECIAL VESTING RULES.

ER Match

- Describe special vesting provisions: _____

**SECTION 9
DISTRIBUTION PROVISIONS**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of such Participant’s entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

- (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

- Minimum partial lump sum amount.** A Participant may not take a partial lump sum distribution of less than \$____.

- (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

- (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 9 of the BPD.

- (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant’s vested Account Balance to purchase an annuity.

- (e) **Describe:** Repetitive Payments

[Note: Any additional distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PERMISSIBLE DISTRIBUTION EVENTS.

- (a) **Distribution events.** A Participant may withdraw all or any portion of such Participant’s vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral Match ER

- (1) No in-service distributions are permitted.

- (2) The attainment of age 70 1/2 (no earlier than age 59½).

- | Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD. <input type="checkbox"/> Participants who receive a distribution on the occurrence of an Unforeseeable Emergency may not make Salary Deferrals to the Plan for a period of 6 months. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) A Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (6) An Emergency Personal Expense Distribution, as described in BPD Section 8.18. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (7) A Domestic Abuse Distribution, as described in BPD Section 8.19. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (8) A Qualified Disaster Recovery Distribution, as described in Section 8.17 of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (9) A Qualified Long-Term Care Distribution, as described in Section 8.20 of the BPD. [Note: <i>Qualified Long-Term Care Distributions are not available under the Plan until after December 29, 2025.</i>] |

(b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):

- (1) No in-service distributions are permitted.
- (2) The attainment of age ____.
- (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD.
- (4) The Participant qualifies for a Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.
- (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.
- (6) Describe: _____

(c) **Distribution of Smaller Amounts.**

- (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the BPD.
- (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the BPD.
- (3) Special rules applicable to the distribution of smaller amounts: _____

(d) **Describe any special distribution rules applicable to a Participant’s Transfer Account:** _____

9-3 **SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.**

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$____.
- (d) A Participant may not take a distribution after Severance from Employment for the following in-service distributions elected under AA §9-2.
 - (1) Unforeseeable Emergency Distributions.
 - (2) Qualified Birth or Adoption Distributions.
 - (3) Emergency Personal Expense Distributions.
 - (4) Domestic Abuse Distributions.
 - (5) Qualified Long-Term Care Distributions.
- (e) Describe any special in-service distribution rules: _____

9-4 PARTICIPANT AND SPOUSAL CONSENT.

- (a) **Involuntary Cash-Out Distribution.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023) or less will receive an Involuntary Cash-Out Distribution in the form of a lump sum distribution, unless elected otherwise under this AA §9-4. If a Participant's vested Account Balance exceeds \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-4.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(a) of the BPD for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** Instead of a vested Account Balance Involuntary Cash-Out Distribution threshold of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution:
- (i) If the Participant's vested Account Balance is less than or equal to \$1,000.
- (ii) Regardless of the value of the Participant's vested Account Balance (i.e., a Participant who has a Severance from Employment always will receive an Involuntary Cash-Out Distribution and no Participant consent is required).
- (3) **Application of Automatic Rollover rules.**
- (i) The Automatic Rollover rules described in Section 8.09(f) of the BPD do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (i). If this subsection (i) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (ii) The Automatic Rollover rules only apply to Involuntary Cash-Out Distributions of Participants who have not attained Normal Retirement Age or age 62, if later.
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (5) **Treatment of Rollover Contributions.** In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9-4 and the Automatic Rollover provisions under Section 8.09(f) of the BPD, Rollover Contributions will be:
- (i) excluded.
- (ii) included.
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate Beneficiary, unless designated otherwise under this subsection (b).
- (1) **Distribution consent.** A Participant's spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
- (2) **Consent to Beneficiary.** A Participant's spouse must consent to naming someone other than the spouse as Beneficiary under the Plan.
- (3) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.
- (c) **Describe** any special rules relating to Participant or spousal consent: _____

9-5 **TIMING OF DISTRIBUTIONS.** The Plan Administrator will make distributions to a Participant (or Beneficiary) as soon as administratively feasible after the occurrence of an event, such as Severance from Employment, that allows a Participant or Beneficiary to receive a distribution. The Plan may condition the receipt of a distribution on Participant and/or spousal consent, as specified under AA §9-4.

9-6 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Under Section 8.05(c) of the BPD, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- If this subsection (a) is checked, the default beneficiaries under Section 8.05(c) of the BPD are modified as follows:

- (1) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's estate.
- (3) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents; and (3) if there are no surviving parents, to the Participant's estate.
- (4) Describe other modifications to the default beneficiaries under Section 8.05(c) of the BPD: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse. If the Participant does not have a surviving Spouse, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants). If the Participant has no surviving children, distribution will be made to the Participant's surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participant's estate.

[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]

- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
- If this subsection (b) is checked, in order to be considered the surviving spouse, the Participant and surviving spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving spouse are not married for at least one year as of the date of the Participant's death, the spouse will not be treated as the surviving spouse for purposes of applying the distribution provisions of the Plan.
- (c) **Divorce of spouse.** Unless elected otherwise under this subsection (c), if a Participant designates such Participant's spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and spouse are divorced, the designation of the spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.05 of the BPD.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and spouse.

[Note: Section 8.05 of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.05 of the BPD.]

9-7 QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after Severance from Employment, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the BPD.)

- If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 REQUIRED MINIMUM DISTRIBUTIONS

- (a) **Required Beginning Date.** In applying the required minimum distribution rules under Section 9 of the BPD, the Required Beginning Date is the later of attainment of age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020) or Severance from Employment. To override this default provision, check this subsection (a).
- The Required Beginning Date is the date the Employee attains age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020), even if the Employee is still employed with the Employer.
- (b) **Temporary Waiver for 2020 - Default if Participant failed to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a

Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in Section 9.05(a) of the BPD). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance. (The temporary waiver for 2020 does not apply to Plans that are established after 2020 and no elections are required for such Plans.)

- (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.
- (2) **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.
- (3) **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.
- (4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).
Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:
 - (i) 2020 RMDs
 - (ii) 2020 RMDs and 2020 Extended RMDs
 - (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)
 - (iv) Describe: _____
- (5) **Describe other modifications of the default participant election rules:** _____
- (6) **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____
- (7) **Describe any special rules, including any special effective dates, the Plan applied to RMDs for 2020:** _____

(c) **Required minimum distribution elections or rules.** Unless the Employer elects otherwise under this AA §9-8(c), RMDs under the Plan when the Participant dies prior to the Required Beginning Date shall be made as follows: (1) if the Participant does not have a Designated Beneficiary, distributions must satisfy the 5-year rule under Code §401(a)(9)(B)(ii); (2) if the participant has a Designated Beneficiary that is not an Eligible Designated Beneficiary, distributions must satisfy the 10-year rule; or (3) if the Participant has an Eligible Designated Beneficiary, distributions must satisfy the life expectancy rule. To override this default provision, complete (1) and/or (2) below.

- (1) **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default, the Plan will apply the following rule:
 - (i) The life expectancy rule applies to all Eligible Designated Beneficiaries.
 - (ii) The 10-year rule applies to all Eligible Designated Beneficiaries.
 - (iii) The entire interest of an Eligible Designated Beneficiary will be distributed by the end of the ____ calendar year [may not be greater than 9th] following the year the Participant dies.
 - (iv) The Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before such Participant's Required Beginning Date. If no election is timely made:
 - (A) the life expectancy rule applies to all Eligible Designated Beneficiaries.
 - (B) the 10-year rule applies to all Eligible Designated Beneficiaries.
 - (C) the 10-year rule, reduced to ____ years, applies to all Eligible Designated Beneficiaries.
 - (v) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____
- (2) **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____

[*Note: Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).*]

9-9 **SPECIAL DISTRIBUTION RULES.**

Describe any additional distribution options or rules: _____

**SECTION 10
MISCELLANEOUS PROVISIONS**

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

| Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Monthly. The Plan is valued at the end of each month of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Quarterly. The Plan is valued at the end of each Plan Year quarter. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Describe: _____ |

[Note: The Employer may elect operationally to perform interim valuations.]

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

10-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the BPD do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the BPD, check the box below.

- (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the BPD. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (b) **Describe special rules applicable to military service:** _____

10-4 **AUTOMATIC PORTABILITY TRANSACTIONS.** If elected below or as set forth in separate administrative procedures, the Employer may elect to accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.

- (a) **Plan will accept automatic portability transactions.** Check this box if the Plan will accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.
- (b) **Describe special rules applicable automatic portability transactions:** _____

10-5 **GOVERNING LAW.** Unless designated otherwise below, the provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Employer has its principal place of business.

The provisions of the Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state of _____.

10-6 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: _____

**APPENDIX A
SPECIAL EFFECTIVE DATES**

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

- A-5 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-7 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

- A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

- A-12 **Other special effective dates:**

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the BPD.)

- (a) Yes
- (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B.
- (b) Loans will be provided under a separate written loan policy.

[Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

- A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant’s vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant’s vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.

[Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
- (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.
- (b) The minimum loan amount is \$_____.
- (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate
 - plus ___ percentage point(s).
- (b) Describe: _____

[Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this AA §B-8.

- A Participant may only receive a Participant loan under the following circumstances: _____

- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **SEVERANCE FROM EMPLOYMENT.** Section 13.10 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.
- B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**
- The following special rules will apply with respect to Participant loans under the Plan: _____
- [Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

**APPENDIX C
 ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 DIRECTION OF INVESTMENTS. Are Participants permitted to direct investments?

- (a) No
- (b) Yes

Specify Accounts:

- (1) All Accounts
- (2) Pre-Tax Salary Deferral Account
- (3) Roth Deferral Account
- (4) Matching Contribution Account
- (5) Employer Contribution Account
- (6) Rollover Contributions Account
- (7) Transfer Account
- (8) Other: _____

(c) Describe any special rules that apply for purposes of direction of investments: _____

C-2 ROLLOVER CONTRIBUTIONS. Does the Plan accept **Rollover Contributions**?

- (a) No
- (b) Yes

- (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.
- (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 QDRO PROCEDURES. Do the **default QDRO procedures** under Section 11.06 of the BPD apply?

- (a) No
- (b) Yes

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective _____ [Date can be no earlier than the first day of the Plan Year in which the Plan is adopted].
- (b) The **restatement** of an existing plan, effective January 1, 2024 [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted].
 - (1) Name of Plan(s) being restated: County of Atascosa 457(b) Deferred Compensation Plan
 - (2) The original effective date of the plan(s) being restated: August 21, 1987
- (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Effective Dates(s) of amendment: ____ [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted]
 - (2) Name of plan being amended: _____
 - (3) The original effective date of the plan(s) being amended: _____
 - (4) Identify the section(s) of the Adoption Agreement being amended: _____

County of Atascosa, TX
(Name of Employer)

(Name of authorized representative) (Title)

(Signature - Electronically signed) (Date)

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, State and local law requirements.

The IRS does not maintain a pre-approved plan program or a determination letter program for Code §457(b) plans. Employers who want the Internal Revenue Service to review their Code §457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2023-1 (or annual successor Revenue Procedure) for details.

TRUST DECLARATION

Effective date of Trust Declaration: January 1, 2024

The Trustee's Investment Powers are:

- (a) **Discretionary.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets.
- (b) **Nondiscretionary.** A Trustee is a Directed Trustee with respect to the investment of Plan assets to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer.
- (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts. (See Section 12.12 of the BPD.)
- (d) **Determined under a separate trust agreement.**

Name of Trustee: _____

Title of Trust Agreement: _____

Address: _____

Description of any special Trustee powers: _____

Certificate Of Completion

Envelope Id: 167CF0F1-5AAC-4383-8503-DA32C928E448

Status: Delivered

Subject: County of Atascosa 457(b) Deferred Compensation Plan

Source Envelope:

Document Pages: 34

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

Document Restatement

AutoNav: Enabled

restate@nationwide.com

Envelopeld Stamping: Enabled

IP Address: 20.45.38.62

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Document Restatement

Location: DocuSign

10/23/2025 6:42:20 AM

restate@nationwide.com

Signer Events

Signature

Timestamp

kfournier

Sent: 10/23/2025 6:42:23 AM

kfournier@co.atascosa.tx.us

Viewed: 10/31/2025 11:43:27 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 10/31/2025 11:43:27 AM

ID: f4adce8e-ff72-4f5b-8ef0-7d77fb39e137

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

lucasa4

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Sent: 10/23/2025 6:42:23 AM

lucasa4@nationwide.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/23/2025 6:42:23 AM

Certified Delivered

Security Checked

10/31/2025 11:43:27 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Nationwide Insurance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nationwide Insurance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@asc-net.com

To advise Nationwide Insurance of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@asc-net.com and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Nationwide Insurance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@asc-net.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nationwide Insurance

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@asc-net.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Nationwide Insurance as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Nationwide Insurance during the course of your relationship with Nationwide Insurance.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 19.

Meeting Date: 11/24/2025
Item Title: TCDRS 2026 Plan Assessment
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action to renew the current TCDRS plan for
HR: 2026.

ATTACHMENTS

TCDRS 2026 Plan



Plan Assessment for Plan Year 2026
Atascosa County – 106
Participation Date – 6/1/1971

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

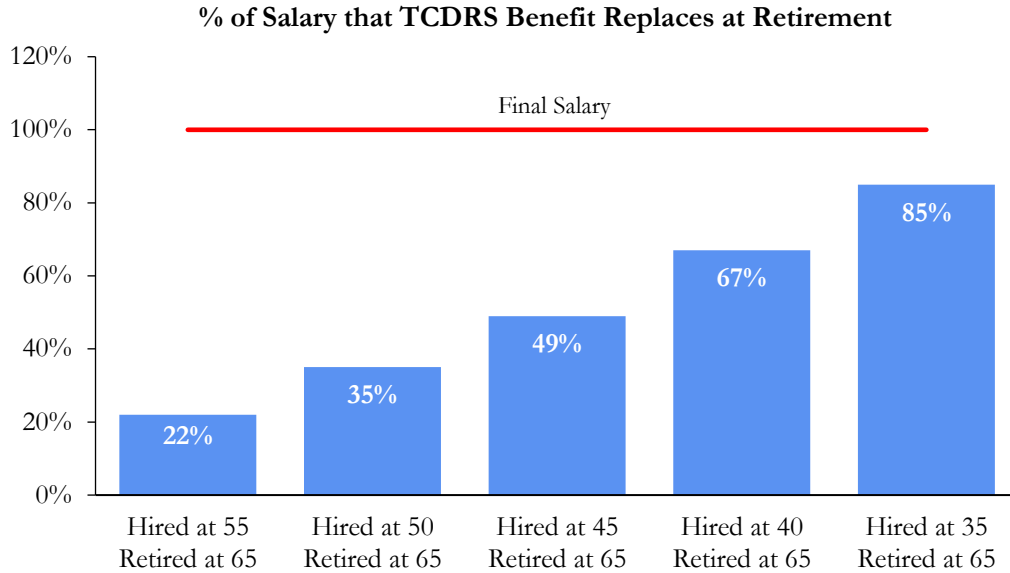
| | 2026 Plan |
|--|------------------------------|
| Basic Plan Options | |
| Employee Deposit Rate | 7% |
| Employer Matching | 200% |
| Retirement Eligibility | |
| Age 60 (Vesting) | 8 years of service |
| Rule of | 75 years total age + service |
| At Any Age | 30 years of service |
| Optional Benefits | |
| Partial Lump Sum | No |
| Group Term Life | None |
| Retirement Plan Funding | |
| Total Normal Cost Rate | 13.73% |
| Employee Deposit Rate | <u>-7.00%</u> |
| Employer-Paid Normal Cost Rate | 6.73% |
| UAAL / (OAAL) Rate | <u>1.64%</u> |
| Required Rate | 8.37% |
| Elected Rate | 8.94% |
| Contribution Rates | |
| Retirement Plan Rate | 8.94% |
| (greater of required and elected rate) | |
| Group Term Life Rate | N/A |
| Valuation Results (Dec. 31, 2024) | |
| Actuarial Accrued Liability | \$78,248,075 |
| Actuarial Value of Assets | <u>\$73,093,155</u> |
| Unfunded / (Overfunded) AAL | \$5,154,920 |
| Funded Ratio | 93.4% |

Notes:

- Buyback adopted: 1991
- Last COLA: 2020

What You Are Providing

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:

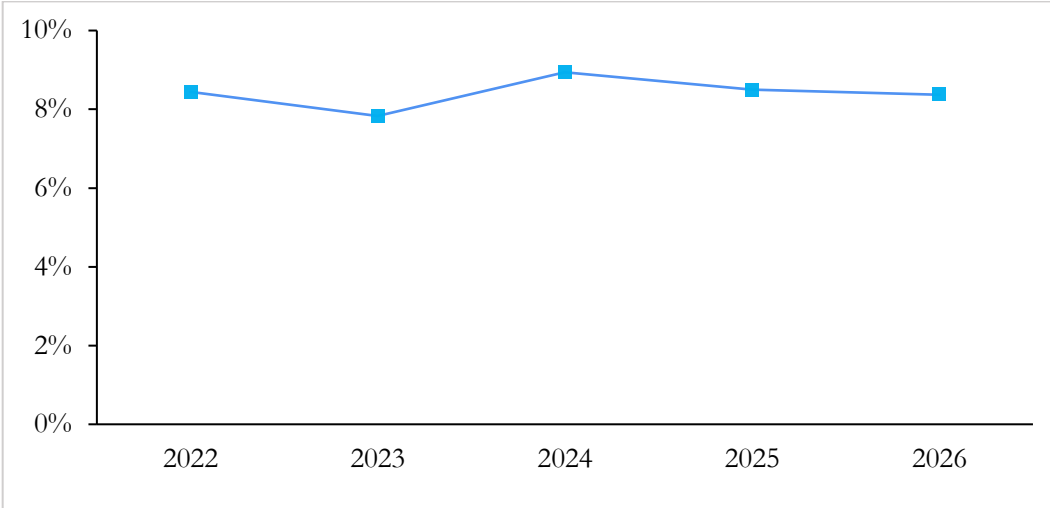


Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through an employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at [TCDRS.org/Employer](https://www.tcdrs.org/Employer)).
- Based on Single Life benefit.

Reasons for Rate Change

Below is a record of your required rate history for your retirement plan over the last five years.



| Reasons for Rate Change | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|---------------------------|---------------|--------------|---------------|--------------|
| Beginning Rate | 8.44% | 7.83% | 8.94% | 8.50% |
| Plan Changes Adopted | 0.00% | 1.31% | 0.00% | N/A |
| Investment Return | -0.12% | 0.15% | 0.00% | -0.04% |
| Elected Rate/Lump Sum | 0.00% | -0.06% | 0.00% | -0.05% |
| Demographic/Other Changes | -0.02% | -0.29% | -0.38% | -0.04% |
| Assumptions/Methods | <u>-0.47%</u> | <u>0.00%</u> | <u>-0.06%</u> | <u>0.00%</u> |
| Ending Rate | 7.83% | 8.94% | 8.50% | 8.37% |
| Valuation Year | 2021 | 2022 | 2023 | 2024 |
| Funded Ratio | 91.9% | 91.4% | 93.1% | 93.4% |

Full details on the valuation calculations are included in the Dec. 31, 2024 Summary Valuation Report which will be available mid-May at TCDRS.org/Employer.

Next Steps

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit selections are due by Dec. 15, 2025.



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

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

| | |
|---------------------|-------------------|
| Existing Employee: | Paula Brister |
| Position: | Payroll Clerk |
| Pay Rate: | \$23.2692 hourly |
| Salary Budget Area: | 012-453-402 |
| Start Date: | November 24, 2025 |
| Physical: | NA |
| Drug Test: | NA |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 21.

Meeting Date: 11/24/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action concerning the appointment of Perla Martinez to be the representative for Atascosa County in the Atascosa Central Appraisal District effective January 1, 2026

**AGENDA REQUEST
(GENERAL)**

Agenda Item 22.

Meeting Date: 11/24/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the solicitation of sealed bids
Tabitha Garza: for the El Oso Water Supply Cooperation's Fashing-Peggy Water Plant System
Improvements Project funded through the Texas Department of Agriculture's
TxCDBG Program, Grant #CDV23-0227.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 23.

Meeting Date: 11/24/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the Interlocal Agreements
Sheriff Guerra: with the Counties of Wilson and Live Oak for Housing or Prisoners pending review and approval by the County Attorney's Office and Authorize the County Judge to sign the agreements.

ATTACHMENTS

Live Oak

Wilson

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LIVE OAK COUNTY AND ATASCOSA COUNTY
FOR THE HOUSING OF PRISONERS.**

This Interlocal Agreement (hereinafter "AGREEMENT") is made by and entered in duplicate originals, between, LIVE OAK COUNTY, TEXAS (hereinafter "LIVE OAK") a county duly created and organized under the constitution and laws of Texas acting through its Commissioners' Court, and ATASCOSA COUNTY, TEXAS (hereinafter "ATASCOSA ") a county duly created and organized under the constitution and laws of Texas acting through its Commissioners' Court, together the "PARTIES" on the date indicated below.

RECITALS

WHEREAS, the functions and services specified in this AGREEMENT are governmental functions or services that either party to the contract is authorized to perform individually; and

WHEREAS, pursuant to Article V, Section 18 of the TX. Const.Ch 351 of the TX Local Govt. Code, Ch 791 of the TX Govt. Code, and other statutory authority, in the public interest, LIVE OAK may execute and implement interlocal government agreements with an adjoining county for the housing of prisoners of other counties; and

WHEREAS, ATASCOSA needs assistance for the housing and care of arrested and incarcerated individuals; and

WHEREAS, LIVE OAK has a jail located in George West, LIVE OAK County, Texas, with the capacity, ability, and resources to assist incarceration and care for such inmates; and

WHEREAS, the PARTIES desire to enter into an agreement in which LIVE OAK will provide housing and care for certain inmates arrested or incarcerated by ATASCOSA; and

WHEREAS, the PARTIES have authorized their respective representatives to enter and sign this AGREEMENT.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the PARTIES hereto mutually agree as follows:

1. DETENTION SERVICES

LIVE OAK shall provide the following necessary and appropriate services for ATASCOSA to the maximum extent authorized by AGREEMENT without regard to race, religion, color, age, sex, and national origin, as follows:

1.01 FACILITIES

LIVE OAK warrants that all facilities provided for the detention of inmates shall meet the requirements of the Texas Commission on Jail Standards (hereafter as TCJS).

1.02 HOUSING AND THE CARE OF INMATES

IF space is available, LIVE OAK agrees to jail, accept, and provide secure custody, care, safekeeping, meals, and routine and/or emergency medical services to inmates as set out by TCJS. LIVE OAK shall apply the TCJS regulations as to the separation and categories of inmates.

1.03 MEDICAL SERVICES

A. The per diem rate contained within this AGREEMENT provides for only routine medical services performed in the jail as on-site sick call by on-site staff with non-prescription over-the-counter/ non-legend and routine drugs and medical supplies.

a. In-house nonprescriptive medication will be administered upon inmate request and such medication will be charged to the inmate. If an inmate is indigent, they will not be refused medication or services.

b. The per diem does not cover medical/healthcare services provided outside of the LIVE OAK jail.

a. ATASCOSA shall be responsible for medical/ healthcare costs incurred by inmates outside of the LIVE OAK jail.

1.04 MEDICAL INFORMATION

When available, ATASCOSA shall provide LIVE OAK with any medical information they may have concerning the inmate upon booking. LIVE OAK agrees to contact ATASCOSA within 10 hours of any injury incurred by an ATASCOSA inmate and provide ATASCOSA copies of all incident reports relating to the inmate. LIVE OAK shall be furnished an acceptable medical release certifying that the inmate can be incarcerated if the inmate has been the victim of a recent medical condition or injury.

1.05 TRANSPORTATION OF INMATE

ATASCOSA shall be solely responsible for the transportation of each inmate in the LIVE OAK jail. If ambulatory services are required, ATASCOSA has a special agreement with Acadian Ambulance to transport inmates. At certain times, with permission from the ATASCOSA Sheriff, LIVE OAK may transport an inmate to the Garza Correctional Unit.

1.06 SPECIAL PROGRAMS

This agreement does not include compensation for inmate education, vocational, or other programs.

II FINANCIAL PROVISIONS

2.01 Per Diem Rate and Billing Procedures

A. The per diem rate to be paid by ATASCOSA for the housing services under this AGREEMENT is \$65.00 per day per inmate. ATASCOSA will not be charged the day the inmate is booked, but will be charged the day the inmate is released.

B. Documented invoices will be submitted to ATASCOSA Sheriff's Office at 1108 Campbell Ave., Jourdanton, Texas 78026. Documented invoices shall state the inmate's name and the dates of housing.

C. ATASCOSA shall make payment to LIVE OAK Sheriff's Office at 200 Larry R. Busby Dr., George West, Texas, within 30 days of receiving documented invoices.

III TERM AND TERMINATION OF THE AGREEMENT

A. This agreement is for a term of twelve (12) months from the effective date. This AGREEMENT may be renewed annually by mutual agreement of the PARTIES.

B. This AGREEMENT may be terminated by either PARTY upon sixty (60) days' written notice in advance of the desired date of termination. This agreement may also terminate if the LIVE OAK jail is not to function under TCJS.

IV. ACCEPTING INMATES

A. ATASCOSA agrees to comply with all LIVE OAK booking procedures, including providing background criminal history if available. LIVE OAK agrees to give ATASCOSA a copy of such procedures and keep ATASCOSA informed of changes to such procedures.

B. LIVE OAK has the right to refuse and/ or remove any inmate from the LIVE OAK jail. If an inmate is refused or removed, ATASCOSA must take control of said inmate within eight (8) hours of notification from LIVE OAK.

V. INMATE SENTENCES

A. LIVE OAK shall not be responsible for the computation or processing of inmates ' time of confinement, including, but not limited to, computation of good time awards/ credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of ATASCOSA.

1. ATASCOSA accepts all responsibility for the calculations and determinations set forth above and for giving LIVE OAK notice of the same.

B. ATASCOSA is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Correctional Institutional Division.

VI. LIABILITY

A. LIVE OAK agrees to and accepts full responsibility for the acts, negligence, and/ or omissions of all LIVE OAK employees, laborers, agents, and for those other persons doing work under a contract or agreement with LIVE OAK.

B. LIVE OAK understands and agrees that its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of ATASCOSA.

C. ATASCOSA agrees to and accepts full responsibility for the acts, negligence, and/ or omissions of all ATASCOSA employees, laborers, agents, and for those other persons doing work under a contract or agreement with LIVE OAK.

D. ATASCOSA understands and agrees that its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of LIVE OAK.

VII. MISCELLANEOUS

7.01 Nature of Agreement

A. This agreement is contractual and is binding upon the PARTIES hereto and their successors, assigns, and representatives.

7.02 Partnership/ Join Venue

Nothing herein shall in any way be constructed or intended to create a partnership or joint venture between the PARTIES or to create the relationship of principal and agent between or among the PARTIES hereto shall hold itself out in a manner contrary to the terms of this paragraph.

7.03 Entire Contract/ Amendments

A. This Agreement constitutes the entire Agreement between the PARTIES hereto and supersedes all prior Agreements, understandings, and arrangements, oral and /or written, between the PARTIES thereto with respect to the subject matter hereof.

B The Agreement may not be in any way modified except by a separate written instrument executed by the duly authorized representative of both PARTIES and approved by the Commissioners' Court of the respective PARTIES hereto.

7.04 Contra Proferentem

This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon the PARTY's authorship or draft of the Agreement or any portion thereof.

7.05 Assignment

No Assignment of the Agreement, in whole or in part, for any purpose shall be made by either Party without the prior written consent of the other Party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the PARTIES.

7.06 Notices

Unless otherwise provided, all written notices, demands, or other writings required by the terms of the Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below:

If to ATASCOSA County: The Hon. Weldon Cude
ATASCOSA County Judge
1 Courthouse
Courthouse Circle Dr., Ste 206
Jourdanton, Texas 78026

Sheriff JAKE GUERRA ,ATASCOSA County Sheriff
1108 Campbell Ave.
Jourdanton, Texas 78026

If to LIVE OAK County: The Hon. JAMES LISKA
Live Oak County Judge
P.O. Box 487
George West, TX 78022

Sheriff Larry Busby, Live Oak County Sheriff
200 Larry R. Busby Dr
George West, TX 78022

These addresses may be changed by either Party by notice in writing to the other Party within 14 days.

7.07 Severability

If for any reason, any one or more paragraphs of the Agreement are held legally invalid, such judgement or decision shall not prejudice, effect, impair or invalidate the remaining paragraphs of the Agreement a whole, but shall be confirmed to the specific paragraphs, clauses, or paragraphs of this Agreement held legally invalid.

7.08 Governing Law and Venue

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action shall be brought in Live Oak County, Texas.

7.09 Execution in Counterparts

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

7.10 No Waivers

The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

7.11 Current Revenues Available and No Tax Revenue

Both PARTIES agree that any payments that are made under the Agreement for governmental functions or services will be made from current revenues available to the paying Party. Tax revenue may not be pledged to the payment of amounts agreed to be paid by the Agreement.

7.12 No Third-Party Beneficiaries

Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy, or right of any kind; it is the intent of the PARTIES that this Agreement shall not be construed as a third-party beneficiary contract.

7.13 Fair Compensation

Both PARTIES find that all payments described in this Agreement are in an amount that fairly compensates the performing party for the services or function performed under this Agreement.

7.14 Authority for Agreement

A. The PARTIES, individually, hereby affirm that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and /or ordinance of its governing body and that its representative has the authority to execute this Agreement.

B. Each party certifies that the services specified above are necessary and essential for activities that are properly within the statutory functions of each party and serve the interest of efficient and economical administration of each entity.

County of ATASCOSA

By: _____
Weldon Cude, ATASCOSA County Judge

Date: _____

By: Jake Guerra
Sheriff, Jake Guerra

Date: 10-16-25

County of LIVE OAK:

By: James Liska
JAMES LISKA, Live Oak County Judge

Date: 9-26-2025

By: Larry R. Busby
Sheriff, Larry. R. Busby

Date: 9/16/2025

INTERLOCAL AGREEMENT BETWEEN WILSON COUNTY, TEXAS AND ATASCOSA COUNTY, TEXAS FOR JAIL SERVICES

This **INTERLOCAL AGREEMENT** ("Agreement") is made pursuant to the *Interlocal Cooperation Act*, Chapter 791 of the Texas Government Code, by and between **COUNTY OF WILSON, TEXAS**, a political subdivision of the State of Texas, referred to as "Wilson County," and the **COUNTY OF ATASCOSA, TEXAS**, a political subdivision of the State of Texas, referred to as "Atascosa County," with both entities sometimes being collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorize units of local government to contract with one or more units of local government to perform government functions and services; and,

WHEREAS, the Wilson County Sheriff has informed the Wilson County Commissioners Court that the Wilson County Detention Center sometimes has excess capacity that could be utilized by other local enforcement agencies when they have a need to reduce jail overcrowding in their jail facilities; and,

WHEREAS, the Atascosa County Commissioners Court has determined that it's jail, at times, faces issues related to overcrowding; and,

WHEREAS, the Parties desire to enter into an agreement to set forth terms and conditions which will allow Atascosa County to house inmates in Wilson County at times.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for Wilson County and Atascosa County to set forth terms and conditions necessary to allow Atascosa County to house inmates at the Wilson County Jail on occasion.
2. **Term.** This Agreement shall be effective upon the full execution by the Parties and shall remain in effect until December 31, 2025. It shall then automatically renew each year on the 1st day of January unless otherwise terminated for up to four (4) more years. If not otherwise terminated, this Agreement shall expire on December 31, 2029.

3. Termination of Agreement. Either Party may terminate this Agreement by giving the other Party at least thirty (30) days advanced written notice to the Sheriff and County Judge of that county. Such notice of termination shall be sent by certified mail with return receipt requested.

4. Jail and Detention Services. Wilson County agrees to book, accept, and admit into the Wilson County Detention Center (the "Jail") inmates arrested by Atascosa County when the Jail has excess capacity. The following terms and conditions shall apply:

- a. *Payment for Detention.* Atascosa County agrees to pay Wilson County a fee of Sixty Dollars (\$60.00) per day starting with the initial booking of Atascosa County Inmates into the Wilson County Jail. The daily fees include costs for feeding, care, housing, and upkeep of the inmates.
- b. *Medical Clearance.* All Atascosa County inmates must be medically cleared per Wilson County's policies, Wilson County will not accept inmates that require immediate medical attention.
- c. *Medical Services.* Wilson County Sheriff will follow Wilson County policies and shall furnish medical services to Atascosa County inmates pursuant to the Wilson County's Health Services Plan. The County's Plan document is on file with the Texas Commission on Jail Standards.
- d. *Financial Responsibility for Inmate Care.* The daily fee described in Paragraph a includes basic medical care, such as on-site sick call and providing non-prescription, over the counter, routine drugs, and medical supplies. However, if and when a Atascosa County inmate receives or is receiving urgent care or other needed medical care or treatment that is beyond the scope of basic health services provided under the plan document, such as medical/health/dental/psychological/psychiatric services provided outside of the Wilson County Detention Center or by those other than Jail staff, Atascosa County shall be financially responsible.
 - i. In the event that a Atascosa County Inmate should require transport to an outside medical facility for treatment, Wilson County shall transport or arrange for transport of said Atascosa County inmate to the nearest Hospital if the situation permits.
 - ii. Wilson County shall notify Atascosa County within two (2) hours of the medical care and treatment unless there is a medical emergency. If there is time to make arrangements for transporting the inmate, Atascosa County may elect to resume custody of the inmate to manage cost and utilization of services.
- e. *Direct Billing/or Inmate Care.* Wilson County has the authority to provide billing information for Atascosa County for any off-site provider to bill for costs associated with a Atascosa County inmate to the following address:

**Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton TX 78026**

Reimbursement for Costs of Inmate Care. In the event that direct billing to Atascosa County is not available, Atascosa County agrees to compensate Wilson County within thirty (30) Days of receiving an invoice for the services provided to a Atascosa County inmate.

Invoicing. Wilson County will invoice Atascosa County monthly for all amounts due Atascosa County shall remit payment within thirty (30) days from the date of the invoice.

f. *Control of Jail Facility.* It is specifically agreed that the Wilson County Detention Center shall remain under the sole and complete control of the Wilson County Commissioners Court and that the Wilson County Sheriff shall possess and maintain statutory authority and responsibility to exercise full control over Jail operations. Atascosa County shall have no control over the maintenance, operation, or staffing of the Jail. Wilson County shall have sole and complete control over the hiring, discharge, training, utilization, and scheduling of Jail staff.

g. *No Guarantee of Available Space for Inmates.* The Parties specifically acknowledge that Wilson County has no obligation to provide space for inmates from other jurisdictions, including Atascosa County, and that there is absolutely no guarantee that space will be available at any given time.

h. *Non-Exclusivity of Agreement.* The Parties acknowledge that both Parties may enter into similar agreements with other counties, cities, agencies, or governmental entities.

5. Payments from Current Revenues and the Prompt Payment Act. Each party paying for the performance of governmental functions or services shall make those payments from current revenues. All payments made pursuant to this Agreement shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the "Prompt Payment Act." This Act shall govern remittance of payments and remedies available to the Parties for payment issues including late payments and non-payment.

6. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, such notices shall either be delivered or mailed by certified mail, return receipt requested, to the parties at the following addresses:

**WILSON COUNTY:
Judge Hank Whitman, Jr.
1420 3rd Street, Ste. 101
Floresville, Texas 78114
And
Sheriff Jim Stewart
800 10th Street
Floresville, TX 78114**

ATASCOSA COUNTY:
Judge Weldon. P. Cude
#1 Courthouse Circle Dr.
Suite 206
Jourdanton, TX 78026
And
Sheriff Jake Guerra
1108 Campbell Ave
Jourdanton, TX 78026

The addresses listed above may be changed if a Party provides written notice to the other Party.

7. Status of Employees, Contractors, and Agents. No joint employment is created by this Agreement. The employees, contractors, and agents of the respective party shall remain solely the employees, contractors, and agents of that respective party.

8. Hold Harmless and Tort Claim Act:

a. *Hold Harmless.* To the extent permitted by the Constitution and the laws of the State of Texas, subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents or employees, or as the result of its performance under this Agreement.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THE PARTIES MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

Atascosa County Liability. Atascosa County shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the Atascosa County's performance or nonperformance of the services and duties herein stated, but only in regard to transfer of inmates by and duties herein assigned to Atascosa County and specifically excluding the actual incarceration of any inmates by the Wilson County. Atascosa County retains full responsibility for each inmate until that inmate has been processed into the Wilson County Detention Center and shall assume that same responsibility upon transport of the Atascosa County inmate out of the Wilson County Detention Center by Atascosa County. Notwithstanding Section 11 herein, venue within this provision shall be in Atascosa County. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TOW AIVE, PARTIALLY OR IN FULL, ANY IMMUNITIES THAT ATASCOSA COUNTY MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

b. *Wilson County Liability.* Wilson County shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of Wilson County's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding, incarceration, and transportation of inmates by Wilson County in the Wilson County Detention Center and specifically excluding when any other agency facilitates the transfer of inmates to and from the *Wilson* County Detention Center. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO WAIVE,

PARTIALLY OR IN FULL, ANY IMMUNITIES THAT WILSON COUNTY MAY HAVE UNDER THE TORT CLAIMS ACT OR OTHER LAWS.

9. Compliance with the Prison Rape Elimination Acts. The Wilson County Detention Center shall comply with the Prison Rape Elimination Act (PREA), 42 U.S.C. 15601 and the Prison Rape Elimination Act in Section 501.172 of the Texas Government Code. The Wilson County Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct background investigations on all employees, volunteers, students, or other contractors that may have contact with inmates. The Wilson County Sheriff will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies.
10. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
11. No Waiver. Failure of any Party, at any time, to enforce any provisions of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the **waiver** shall be in writing and signed by the Party claimed to have waived it. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach
12. Force Majeure. The Parties shall not be held responsible or liable for any failure or delay in the performance of obligations hereunder if such failure is caused directly or indirectly from forces beyond its control such as strikes, accidents, acts of war, terrorism, civil or military disturbances, nuclear catastrophes, or natural disasters or other Acts of God, so long as the event was unforeseeable and the Parties are utilizing reasonable care and due diligence in the performance of duties under this Agreement. A Party wishing to invoke this provision must notify the other Party immediately or as soon as possible and shall remain in regular communication thereafter.
13. Governing Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. The proper forum of any suit arising under the Agreement is the State of Texas. Venue of any suit arising under the Agreement is fixed in any court of competent jurisdiction of Wilson County, Texas, unless the specific venue is otherwise identified in a statute then in effect.
14. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement.

Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

15. No Assignment. No assignment of this Agreement or assignment, transfer, or delegation of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Any attempted or purported assignment, transfer, or delegation occurring without such written consent shall be null and void.

16. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein. The Parties have the exclusive rights to bring suit to enforce this Agreement and no other person or entity may bring suit as a third party beneficiary, or otherwise.

17. Severability. If any provision, clause, or section of this Agreement is deemed to be invalid, illegal, or unenforceable in any respect and for any reason, the Parties agree that all of the remaining provisions, clauses, and sections of this Agreement shall remain in full force and effect.

18. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.

19. Counterparts. This Agreement may be executed in any number of counterparts and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by both Parties.

20. Entities that Boycott Israel. Each Party represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott Israel, or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Parties shall promptly address such change.

21. Authorization. The undersigned officers and/or agents of the respective party hereto are the properly authorized officials of the party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last written below.

“WILSON COUNTY”

“ATASCOSA COUNTY”

Date: _____

Date: _____

By: _____
Hank Whitman, County Judge

By: _____
Weldon. P. Cude, County Judge

ATTEST:
(SEAL)

ATTEST:
(SEAL)

Genevieve Martinez, County Clerk

Theresa Carrasco, County Clerk

**AGENDA REQUEST
(GENERAL)**

Agenda Item 24.

Meeting Date: 11/24/2025

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 2026 Commissioners Court Regular and Special Meetings.

ATTACHMENTS

information

2026 COMMISSIONERS' COURT REGULAR AND SPECIAL
MEETINGS

| | | |
|---------------------|----------------|------------------------|
| <u>January 12</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>January 26</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>February 9</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>February 23</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>March 9</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>March 23</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>April 13</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>April 27</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>May 11</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>May 26</u> | <u>Tuesday</u> | <u>Regular Meeting</u> |
| <u>June 8</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>June 22</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>July 13</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>July 27</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>August 10</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>August 24</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>September 14</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>September 28</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>October 13</u> | <u>Tuesday</u> | <u>Regular Meeting</u> |
| <u>October 26</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>November 9</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>November 23</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>December 14</u> | <u>Monday</u> | <u>Regular Meeting</u> |
| <u>December 28</u> | <u>Monday</u> | <u>Regular Meeting</u> |

Special call meetings will be scheduled as Commissioners deem necessary.

Approved in Commissioners' Court this the ____ of November 2025

Weldon P. Cude
Atascosa County Judge

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 11/24/2025

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 2026 County Holiday Schedule.

ATTACHMENTS

information

Atascosa County 2026 Holiday Schedule

| | |
|--|-------------------------|
| Thursday January 1, 2026 | New Years |
| Monday January 19, 2026 | Martin Luther King |
| Monday February 16, 2026 | Presidents Day |
| Friday April 3, 2026 | Good Friday |
| Monday May 25, 2026 | Memorial Day |
| Friday June 19, 2026 | Juneteenth |
| Friday July 3, 2026 | 4 th of July |
| Monday September 7, 2026 | Labor Day |
| Monday October 12, 2026 | Columbus Day |
| Wednesday November 11, 2026 | Veterans Day |
| Wed (1/2 day)-, Thu, Fri. November 25-27, 2026 | Thanksgiving |
| Wed(1/2 day)-, Thu, Fri December 23-25, 2026 | Christmas Day |
| Thursday December 31, 2026 | New Years Eve |
| Friday January 1, 2027 | New Years Day |

Atascosa County Judge Weldon P. Cude