ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
December 8, 2025
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

551.071	Consultation with Attorney.
551.072	Deliberation regarding real property.
551.073	Deliberation regarding prospective gifts.
551.074	Personnel Matters.
551.076	Deliberation regarding security devices or security audits.
551.0785	Deliberation involving medical or psychiatric records of individuals.
551.084	Investigation; exclusion of witness from hearing.
551.087	Deliberation regarding economic development negotiation.
551.088	Deliberation regarding test item.

AGENDA

1.	Judge Cude:	Call to Order.
2.	Judge Cude:	Prayer; Pledge of Allegiance.
3.	Public Comments:	
4.	Judge Cude: Safer Path Family Violence Shelter:	Discuss and/or take appropriate action to approve the 2025 Atascosa County Sexual Assault Response Team (SART) Biennial Report presented by Rhonda Williamson, Executive Director of Safer Path Family Violence Shelter.
5.	Martin Gonzales: Atascosa Historical Commission:	Discuss and/or take appropriate action to approve allocating $5,000.00 from Buildings and Yards for a plaque displaying Col. William Barret Travis's Alamo "Victory or Death" letter to be placed at the Atascosa County Courthouse.
6.	Martin Gonzales: Atascosa Historical Commission:	Discuss and/or take appropriate action to approve the 2025-2026 Atascosa County Historical Commission Roster.
7.	Mike Pansza: EMC/OEM:	Discuss and/or take appropriate action concerning approving the FY 2026-2027 Fire Service Contract for the City of Pleasanton Fire Department, Ata-Bexar VFD, Blackhill VFD, Campbellton "Paisano" VFD, Charlotte VFD, Christine VFD, Jourdanton VFD, Leming VFD, Poteet VFD, and Rossville VFD.

8. Sheriff Guerra: Discuss and/or take appropriate action regarding the purchase of a department issued firearm by Retiring Lieutenant Deputy Sheriff Norma Jordan

In accordance with Texas Government Code 614.051 concerning the purchase of a firearm by an honorably retired peace officer, the Atascosa County Sheriff's Office respectfully requests that the Atascosa County Commissioner's Court approve the sale of a Glock Model 19, Serial Number BRXT653, to retired Lieutenant Deputy Sheriff Norma Jordan.

The Atascosa County Sheriff's Office commissions Lieutenant Deputy Sheriff Norma Jordan and will honorably retire on January 9, 2026. The firearm in question is not classified as a prohibited weapon under Section 46.05 of the Texas Penal Code. The Commissioner's Court will determine the cost of the firearm.

Attached to this request is a copy of Texas Government Code 614.051 for your reference.

9. Sheriff Guerra: Discuss and/or take appropriate action to approve the 287(g) Service Agreement between the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement and the Atascosa County Sheriff's Office and approve the creation of a budget line item and an account for the 287(g) Reimbursement Program Funding allocated to the ASCO. The Agreement and Attachments have been reviewed by the County Attorney's Office.

10. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to approve the trade-in of the Atascosa County Sheriff's 1999 Navistar Unit for $12,000.00 to The Armored Group.

11. Sheriff Guerra: Discuss and/or take appropriate action to approve the Resolution of Atascosa County Commissioners' Court authorizing the Sole Source Purchase of the purchase of a 2007 GPV Armored Personnel Carrier Ford F-750 at a value of $111,850.00.
Less approved trade-in for the 1999 Navistar of $12,000.00. Total Cost: $99,850.00. Quote #: JJ251117A. This will be a small, sole-source purchase. .

12. Sheriff Guerra: Discuss and/or take appropriate action on approval of Commissary Express contract renewal, a three-year agreement, and invoicing to be covered by Atascosa County Inmate Trust Fund pending County Attorney approval.

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

New Employee:	Selena Sanchez
Position:	Communications Officer
Pay Rate:	Tier 2: $25.10 Hourly, 40 Hours Flex, $120.00 Mo Uniform, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-448-402
Start Date:	December 18,2025
Physical:	pending
Drug Test:	pending

14. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Mendoza family on Hickory Ln in Precinct 1.

15. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of the San Antonio Country Estates Unit 2 Subdivision Lot 42 on Gayle Ln and Marshall Ln in Precinct 2.

16. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Crouch Family on Old Devine Rd in Precinct 2.

17. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial for the approval of the Commercial Driveway Permit for Cook Manager LLC on Shale Rd. in Precinct 4.

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

Existing Employee:	Justin Cavender
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
Physical:	n/a
Drug Test:	n/a

Existing Employee	Carl Harlos (Bucky)
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
Physical:	n/a
Drug Test:	n/a

Existing Employee	Marcos Salinas
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
Physical:	n/a
Drug Test:	n/a

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

New Employee:	Ruben Ramos
Position:	Road Crew
Pay Rate:	$23.27 hourly
Salary Budget Area:	023-400-402
Start Date:	December 8, 2025
Physical:	pending
Drug Test:	pending

New Employee:	Chris Gonzales
Position:	Road Crew
Pay Rate:	$23.27 hourly
Salary Budget Area:	023-400-402
Start Date:	December 8, 2025
Physical:	pending
Drug Test:	pending

20. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to accept the donation from HEB, three (3) $500.00 gift cards, totaling $1,500.00, to the Office of Emergency Management and Fire Marshal. These gift cards will be used to assist in supporting the efforts of these offices. All receipts of transactions using the gift cards and a ledger of these funds will be kept by the offices for audit purposes.

21. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to set the salaries, expenses, and allowances for Atascosa County for the budget year beginning January 1, 2026, and ending on December 31, 2026.

22. Tracy Barrera: County Auditor: Discuss and/or take appropriate action to accept the following items as donations to Atascosa County.
1 Check for $200.00
15 gift cards -- assorted values and locations valued at $675.00
No estimated value on the following items:
2 Spurs Tickets
5 assorted gift baskets
Vest
Backpack
Insulated Bag
Picnic basket with swag
2 Wooden crafts
These donations will be used as door prizes for the Atascosa County Christmas party. Any donation made to Atascosa County in the form of a check will be receipted, budget line item number 012-300-346 Donations and will be used to purchase gift cards.

23. Tracy Barrera: County Auditor: Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of $10,500.00 for FY 2026 1st quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney.

24. Judge Cude: Discuss and/or take appropriate action to approve the purchase and grant of a sanitary easement of a 2 acre tract of land owned by Atascosa County described as 2 acres out of the Francisco de la Garza Survey No. 46, Abstract 277, Atascosa County, Texas and being a part or portion of the land described in a conveyance to Atascosa County in the deed of record in Book 829, Page 678 of the Official Public Records of Atascosa County, Texas and further being a part or portion of Lot 68, River Oaks Subdivision, as shown on the plat of record in Cabinet A, Sheet 108A (NPC) New Plat Cabinet of Atascosa County, Texas, and being more particularly described by the survey plat and metes and bounds on Exhibit "A" attached hereto to

the Special Warranty Deed and Sanitary Easement by Benton City Water Supply Corporation.

25. EXECUTIVE SESSION

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

26. OPEN SESSION

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

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

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

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

31. 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, December 3, 2025.

__ _____
Jessica Kidd, Court Coordinator

AGENDA REQUEST
(GENERAL)

Agenda Item 4.

Meeting Date: 12/08/2025
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

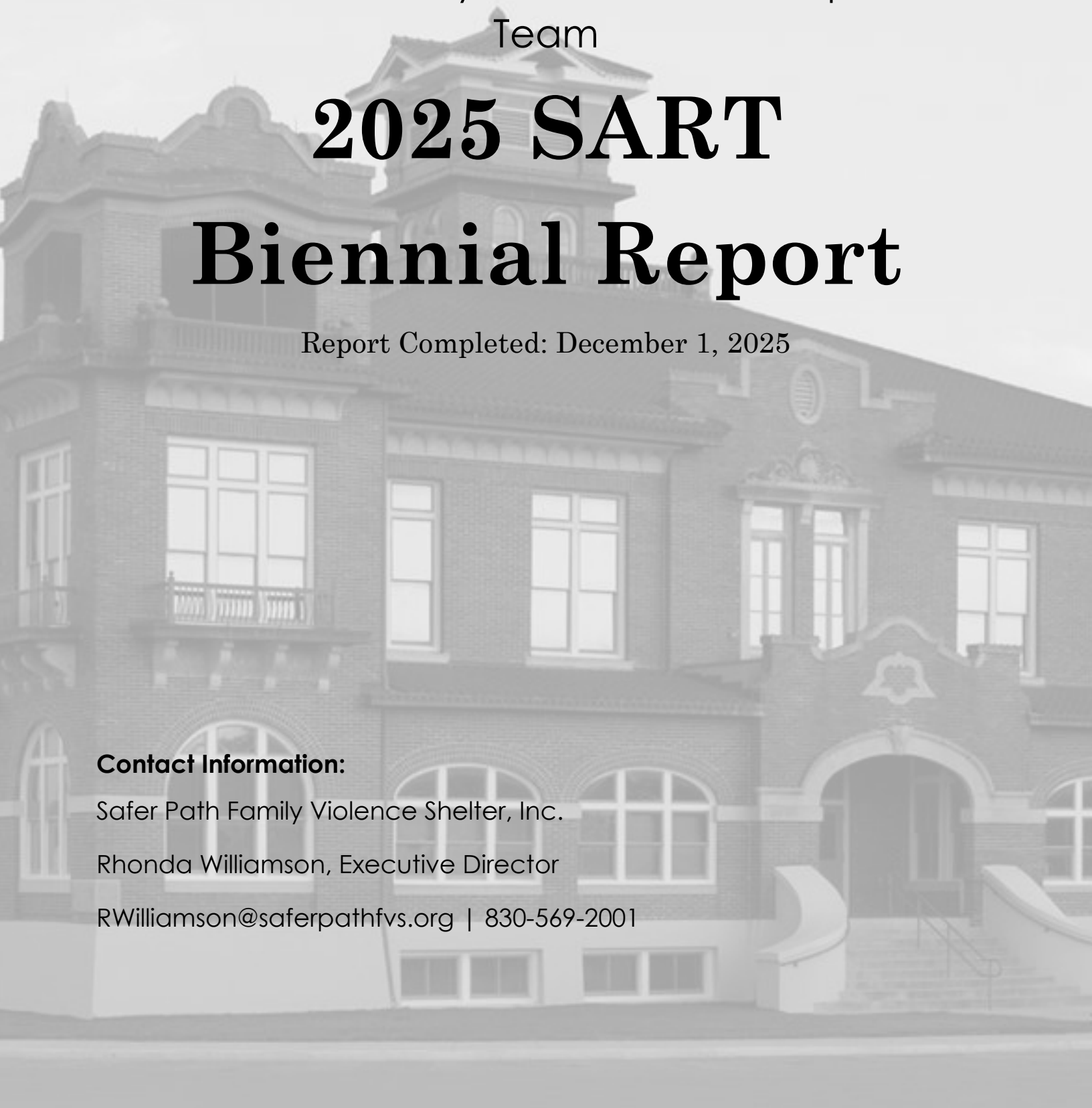
Judge Cude: Safer Path Family Violence Shelter:	Discuss and/or take appropriate action to approve the 2025 Atascosa County Sexual Assault Response Team (SART) Biennial Report presented by Rhonda Williamson, Executive Director of Safer Path Family Violence Shelter.

ATTACHMENTS
information

Atascosa County Sexual Assault Response Team

2025 SART Biennial Report

Report Completed: December 1, 2025



Contact Information:

Safer Path Family Violence Shelter, Inc.

Rhonda Williamson, Executive Director

RWilliamson@saferpathfvs.org | 830-569-2001

2025 SART Biennial Report

Table of Contents

Executive Summary **3**

SART Overview **4**

Summary of Activities and Trainings of SART **5**

Data and Findings **8**

2025 SART Protocols **12**

Section 1: Acknowledgements, Introductions & Background, Member Roles & Definitions.....

Section 2: Atascosa County SART Protocols 22

Point of Entry: Law Enforcement 23

Point of Entry: Healthcare 27

Point of Entry: Advocacy 31

Point of Entry: DA's Office 33

Section 3: Procedures 36

Case Review: Evaluation of Protocols **38**

Conclusions **40**

Executive Summary

In 2021, Texas passed a law requiring every county to form a Sexual Assault Response Team (SART) to improve how communities respond to adult sexual assault. These teams bring together law enforcement, prosecutors, healthcare providers, and advocates to ensure victims receive timely, compassionate, and coordinated care. Research shows that communities with active SARTs have better outcomes for survivors and stronger accountability for offenders.

Atascosa County's SART was established in 2022 and has met regularly since then. Over the past three years, we have created county-wide protocols, trained professionals, collected data, and reviewed a complete case to identify what works and what needs improvement. This report covers progress from 2023 to 2025 and reflects on four years of data. The findings confirm the need for a consistent, trauma-informed approach across all agencies, so survivors feel safe coming forward and seeking justice.

While this report focuses heavily on statistics, I want to take a moment to remind each of you reading this report that these statistics are more than numbers. Each case reported here represents one of the most traumatic experiences a person can have. After working with survivors for the last 25+ years, "victim" or "survivor" – are extraordinarily difficult ideas to integrate into your identity. No one is ever prepared to step into this unwanted role. As we review this data, please remember the human beings behind the numbers

Our SART's goal for the next two years is clear: strengthen collaboration, expand training, and ensure every survivor receives the same level of care and respect. While this report includes statistics, we never forget that behind every number is a person whose life has been deeply impacted. Together, we can continue building a safer, more supportive community.

This report will be submitted to Atascosa County Commissioners Court and Texas Association Against Sexual Assault (TAASA) on December 1.

Thank you,

Rhonda Williamson Executive Director

Safer Path Family Violence Shelter, Inc.

Thank you, Carissa Futterer, from TxFNE for going above and beyond to support the creation of this report. She created a beautiful template that provided the structure for this report and helped us prepare for Case Review.

SART Overview

The Atascosa County SART is held bimonthly, and the following individuals are in attendance:

Primary SART Members, designated by law:
Imelda Gomez, Advocacy Manager, Safer Path Family Violence Shelter, Inc.
Andrea Rathmell, Education Manager, Safer Path Family Violence Shelter, Inc.
Carissa Futterer, MSN, RN, SANE-A, SANE-P, CA-CP SANE, Clinical Manager, Texas Forensic Nurse Examiners: Forensic Center of Excellence
Erika Price, Assistant District Attorney – Atascosa County, 81st District Attorney's Office
Jonathan Fisher, Attorney, Atascosa County Attorney's Office
John Strause, Sgt. Investigator, Atascosa County Sheriff's Office
CJ Zoeller, Detective, Jourdanton Police Department
Jordan Haran, Lieutenant, Pleasanton Police Department
William Permenter, Corporal, Poteet Police Department
Jesusita "Susie" Soto, Atascosa Clinic Manager, Camino Real Community Services

SART Member Agency Leads
Rhonda Williamson, Executive Director, Safer Path Family Violence Shelter, Inc.
Khara Breeden, DNP, MS, RN, SANE-A, SANE-P, AFN-BC, Founder & CEO, Texas Forensic Nurse Examiners: Forensic Center of Excellence
Audrey Gossett Louis, District Attorney, 81st District Attorney's Office
Molly Solis, County Attorney, Atascosa County Attorney's Office
Jake Guerra, Sheriff, Atascosa County Sheriff's Office
Santos Gonzales, Chief, Jourdanton Police Department
Ernest Guerra, Chief, Pleasanton Police Department
Rex Newman, Interim Chief, Poteet Police Department
Veronia Sanchez, Executive Director, Camino Real Community Services

Additional Invited SART Members
Megan L. Garcia, M.Ed., LPC, ADHD-PT, Owner/Therapist, Atascosa Counseling & Consultation Services
Arianne Bauer, BSN, RN, Chief Operating Officer, Bluebird's Hope Inc.

Summary of Activities and Trainings of SART

Meetings were held on the following dates:

11/17/23	9/20/24	6/20/25
12/15/23	11/15/24	10/17/25
2/16/24	1/17/25	
4/19/24	3/21/25	

Meetings are facilitated by a Safer Path staff member, and have been attended by the following people:

SART Attendees FY24			
First Name	**Last Name**	**Agency**	**Title**
Audrey	Louis	81st District Attorney's Office	District Attorney
Erika	Price	81st District Attorney's Office	Assistant District Attorney
Katie	Quinney	81st District Attorney's Office	Victim Advocate Coordinator
Megan	Garcia	Atascosa Counseling & Consultation Services	Therapist
Robbie	Denson	Atascosa County Attorney Office	Assistant
Polly	Filson	Atascosa County Attorney Office	VAC
Albert	Garza	Atascosa County Sheriff's Office	Sgt. Investigator
Arianne	Bauer	Bluebird's Hope	COO
Chrystal	Schwerdtfeger	Bluebird's Hope	CEO
Jesse	Martinez	Charlotte Police Department	Captain
Courtney	Grier	Emergency Medical Services	EMS Director
Carissa	Futterer	Methodist Hospital System	Sane Program Coordinator
Daniel	Zertuche	Pleasanton ISD Police Department	Officer
Amelia	Garza	Pleasanton Police Department	Detective
Gabriel	Garza	Pleasanton Police Department	Detective
Jordan	Haren	Pleasanton Police Department	Lieutenant
Chris	Trevino	Pleasanton Police Department	Detective
Willie	Mendez	Poteet ISD Police Department	Chief
Bruce	Hickman	Poteet Police Department	Chief
Noe	Rodriguez	Poteet Police Department	Lieutenant
Adriana	Alvarado	Safer Path Family Violence Shelter	Grant Coordinator
Imelda	Gomez	Safer Path Family Violence Shelter	Advocacy Service Manager
Kat	Pyles	Safer Path Family Violence Shelter	Sexual Assault Advocate
Laya	Ramos	Safer Path Family Violence Shelter	Client Coordinator
Cindy	Rodriguez	Safer Path Family Violence Shelter	Shelter Service Manager
Amanda	Villarreal	Safer Path Family Violence Shelter	Deputy Director
Rhonda	Williamson	Safer Path Family Violence Shelter	Executive Director

SART Attendees FY25			
First Name	**Last Name**	**Agency**	**Title**
Audrey	Louis	81st District Attorney's Office	District Attorney
Erika	Price	81st District Attorney's Office	Assistant District Attorney
Ryan	Wright	81st District Attorney's Office	Assistant District Attorney
Megan	Garcia	Atascosa Counseling & Consultation Services	Therapist
Valerie	Campos	Atascosa County Adult Probation	Chief
Lara	Tristian	Atascosa County Adult Probation	Unit Manager
Dolly	Denson	Atascosa County Attorneys Office	Assistant
Monica	Guillen	Atascosa County Attorneys Office	Victim Advocate
Molly	Solis	Atascosa County Attorneys Office	County Attorney
Albert	Garza	Atascosa County Sheriff's Office	Sgt. Investigator
Arianne	Baver	Bluebird's Hope	Chief Operating Officer
Laci	Booker	Bluebird's Hope	Forensic Nurse Examiner
Crystal	Schwerdtfeger	Bluebird's Hope	Forensic Nurse
Jesusita	Soto	Camino Real Community Service	Clinic Manager
Harmony	Ratterree	City of Pleasanton	Council Member
Yvette	Estrada	Department of Justice, Office for Victims of Crime	Senior Advisor
Coutrney	Grier	Emergency Medical Services	Director
Santos	Gonzalez	Jourdanton Police Department	Chief
CJ	Zoeller	Jourdanton Police Department	Detective
Felix	Herrera	Justice of the Peace Precinct #1	Judge
Russell	Prasifka	Justice of the Peace Precinct #4	Judge
Amelia	Garza	Pleasanton Police Department	Detective
Gabriel	Garza	Pleasanton Police Department	CID
Jordan	Haren	Pleasanton Police Department	Lieutenant
Anastacio	Perez	Pleasanton Police Department	Assistant Chief
Chris	Trevino	Pleasanton Police Department	Detective
Rex	Newman	Poteet Police Department	Chief
William	Permenter	Poteet Police Department	Corporal
Adriana	Alvarado	Safer Path Family Violence Shelter	Grant Coordinator
Mikayla	Dominguez	Safer Path Family Violence Shelter	Community Educator
Imelda	Gomez	Safer Path Family Violence Shelter	Advocacy Service Manager
Jennifer	Mills	Safer Path Family Violence Shelter	Sexual Assault Advocate
Andrea	Rathmell	Safer Path Family Violence Shelter	Community Educator Manager
Amanda	Villarreal	Safer Path Family Violence Shelter	Deputy Director
Cheyenne	Vyvlecka	Safer Path Family Violence Shelter	Community Engagement Coordinator
Rhonda	Williamson	Safer Path Family Violence Shelter	Executive Director
Sumer	Woodson	Safer Path Family Violence Shelter	Advocate

Khara	Breeden	Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE)	Chief Executive Officer
Rebecca	Broussard	Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE)	Nurse
Carra	Crouch	Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE)	Forensic Nurse
Brookley	Delbosque	Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE)	Chief Operating Officer
Carissa	Futterer	Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE)	Clinical Manager

From 2023 to 2025, the SART conducted the following cross-trainings:

Date	Presentation/Topic	Presenter
11/17/2023	Lethality Assessment Protocol Overview-TCFV	Sarah Hilderbrand- TCFV
11/15/2024	Domestic Violence & Sexual Assault Response Hotline Training	Safer Path Family Violence Shelter
8/15/2025	Strangulation	Carissa Futterer- Texas FNE

The SART will meet quarterly in 2026 and will focus on cross-training all partners on how to best respond to sexual assault. This coming year's trainings will be:

Month	Training Topic	Presenter
January	Adult Probation Dept. Overview	Valerie Compos- Unit Manager 81st CSCD
April	Mental Health in Crisis	Megan Garcia, Atascosa Counseling Services
July	Forensic Examinations	Carissa Futterer- Texas FNE
October	Offender Criminal History	Erika Price, 81st DA Office
November	Dynamics of Sexual Assault	Safer Path

Data and Findings

All data below is from September 1, 2023 to August 31, 2025. This represents two fiscal years, each starting September 1 to August 31. The data for September 1, 2023 to August 31, 2024 is labeled in the tables below as FY2024. The data for September 1, 2024 to August 31, 2025 is labeled in the tables below as FY2025.

Healthcare Provider Data

Bluebird's Hope, Inc. (BH) has provided forensic nursing examinations to individuals who have experienced sexual assault, strangulation, domestic violence, and/or human trafficking to underserved and rural areas since 2020.

Texas Forensic Nurse Examiners: Forensic Center of Excellence (TxFNE) launched to provide services in the Southwest Texas region on November 3rd, 2024. Prior to the launch of the program, survivors from Atascosa County routinely received medical forensic care at Methodist Hospital | Specialty and Transplant (MHST) in San Antonio, Texas. The Sexual Assault Program at MHST closed on November 2nd, 2024. Examination data from that location is not accessible to any current SART team members.

	FY 2024	FY 2025	Description or Interesting Note
BH	1	2	
TxFNE	0	11	This provided did not serve this region until 11/3/24
MHST			Program closed 11/2/24. Data is not accessible.

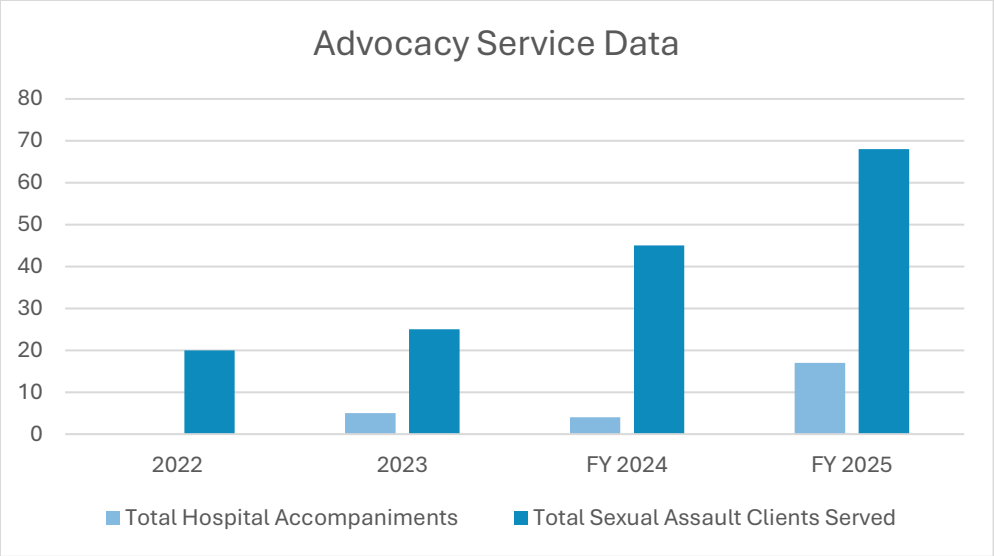
This data was not collected in the 2023 Biennial Report. We do not have comparable data to demonstrate in a chart because of this.

Advocacy Data

Open since 1992, Safer Path Family Violence Shelter offers free and confidential support to anyone impacted by sexual violence through 24/7/365 hotline and shelter. All calls are answered by a trained advocate and are completely anonymous and confidential.

Safer Path provides adult survivors of sexual violence and their loved ones with an immediate, supportive response to reduce distress, create stability, empower victims, and support survivors' healing.

	2022	2023	FY 2024	FY 2025	Description or Interesting Note
Total Hospital Accompaniments	0	5	4	17	TxFNE & Blue Bird's Hope began providing forensic exams locally in 2023.
Total Sexual Assault Clients Served	20	25	45	68	We received funding to provide expanded sexual assault services for FY23-25.



As demonstrated in the chart above, Safer Path has seen a significant increase in the number of sexual assault survivors served over the last four years. Our partnerships with TxFNE and Blue Bird's Hope that allow survivors to be served by a Forensic Nurse in their own community has made a significant difference in the number of survivors willing to undergo a forensic exam. Safer Path provided more medical accompaniments to forensic exams in FY25 than in the entire previous 10 years combined. There is a clear need for sexual assault support services in Atascosa County. Safer Path received funding to expand and enhance our sexual assault services for Fy23-25. This funding was eliminated October 2025. This cut has reduced our advocacy capacity by 20%.

Investigating Law Enforcement Data

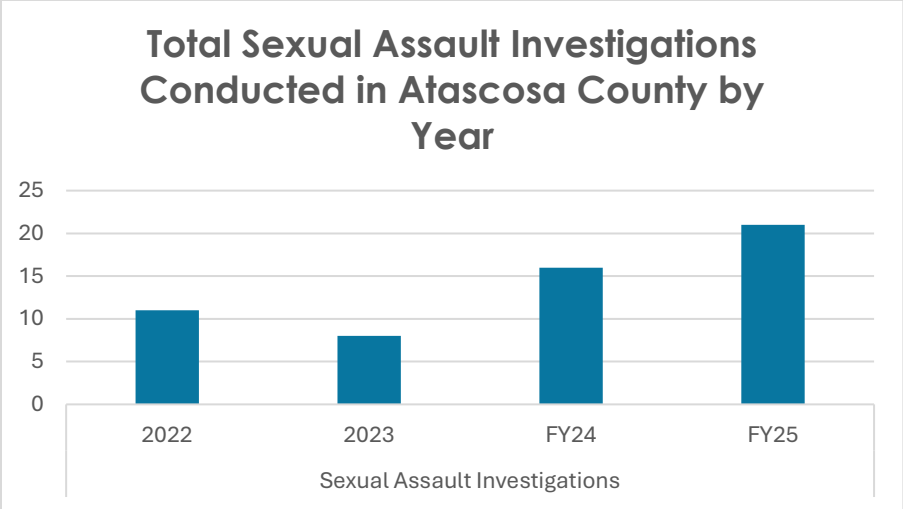
Each of the law enforcement organizations participating in the Atascosa County SART were asked to provide the SART with information about the number of sexual assault reports their agency received in the year, the number of sexual assault investigations conducted in the year, as well as the number of rape kits their agency left uncollected past the statutory time line for kits to be sent to the lab. The table and graphs below show the changes that have occurred over the last four years. It is worth celebrating that all of our local law enforcement officers understand the importance of rape kit evidence, and respect that the survivor provided this evidence. Everyone has transported rape kits to the crime lab in a timely manner.

Each law enforcement agency was also asked about the number of indictments presented in connection with a report and the disposition of that indictment. The goal of collecting this data is so that our community can more easily see what happens between investigation and prosecution.

Law Enforcement Organization	Sexual Assault Reports/Calls				Sexual Assault Investigations				Rape Kits Past Statutory Time				Case Disposition	
	2022	2023	FY24	FY25	2022	2023	FY24	FY25	2022	2023	FY24	FY25	FY24	FY25
Atascosa County Sheriff's Office	15	4	9	12	11	4	9	12	NA	NA	0	0	3 mislabeled (child sex assaults, will be corrected) 2 unfounded (mental health reporter) 3 uncooperating victim/victim recant/victim has not shown up to provide statement 1 victim could not identify suspect (possible mental health)	3 mislabeled (child sex assaults, will be corrected) 2 unfounded (mental health reporter) 1 no corroborating evidence or unfounded 5 pending/open cases 1 presented to Grand Jury - No Billed
Jourdanton Police Department	0	0	5	5	0	0	5	4*	NA	NA	0	0	3 cases were mislabeled (child sex assaults, will be corrected) 2 cases were investigated and closed due to lack of cooperation from victim	3 cases were mislabeled (child sex assaults, will be corrected) 1 Case was investigated, but has not been submitted to DA as of yet.

Pleasanton Police Department	0	0	1	2	0	4	0*	2	NA	NA	0	0	Case was not investigated because the victim refused to cooperate. Case was closed	1 Case pending review by the DA 1 Case rejected by the DA
Poteet Police Department	0	4	2	5	0	0	2	5	NA	NA	0	0	1 Suspect not charged. Victim refused to cooperate. 1 Currently being prosecuted at County Attorney's office.	1 Referred to ACSO as assault occurred outside city limits. 1 Suspect not charged due to Investigator and County Attorney decision 1 Case still under investigation. Suspect not charged yet because victim not cooperating. 1 Suspect not charged. Victim refused to cooperate 1 Suspects not charged. Currently under review with County Attorney
Total:	**15**	**8**	**17**	**23**	**11**	**8**	**16**	**21**	**NA**	**NA**	**0**	**0**		

To help illustrate the data, the four-year history of the number of investigations conducted by county law enforcement agencies is presented in a graph below.



The shifts in this data indicate that by working together as a SART, we have created consistency in how these cases are reported. Overall, there are more sexual assaults being reported to all law enforcement organizations in the past two years than there were in the previous two years.

District Attorney's Office Data

The 81st Judicial District Attorney's office was asked to provide the number of indictments presented in connection with a report and the disposition of the case, as well as the number of reports of a sexual assault which no indictment was presented or No Billed by the Grand Jury.

	FY24	FY25	Description or Interesting Note
Number of indictments presented in connection with a report and the disposition	0	1	1 indicted, plead to other charge 1 referred by JPD – refused 1 referred by ACSO – pending review (occurred in FY 2024, and turned in to us during FY 2025)
The number of reports of a sexual assault which no indictment was presented or No Billed by the Grand Jury.	1	1	1 presented – No bill (ACSO) 1 indicted (ACSO) – dismissed with plea to other charges. V uncooperative. 1 pending review – Pleasanton PD 1 refused – Pleasanton PD (not included originally bc of how charge was labeled).

2025 SART Protocols

CONTENTS

Section 1: Acknowledgements, Introductions & Background, Member Roles & Definitions 14

Acknowledgements 14
Introduction & Background 15
Mission & Vision Statement 16
SART Goals 16
Member Roles & Definitions 17

Section 2: Atascosa County SART Protocols 22

Point of Entry: Law Enforcement 22
Point of Entry: Healthcare 26
Point of Entry: Advocacy 31
Point of Entry: DA's Office 33

Section 3: Procedures 35

Atascosa County SART Meetings 35
Data Collection, Evaluation & Assessing Sexual Assault Trends 35
Conflict Resolution 35
Confidentiality and Interagency Information Sharing 36
Biennial Evaluation of Atascosa County Sexual Assault Response 36

Section 1: Acknowledgements, Introductions & Background, Member Roles & Definitions

We would like to extend our appreciation to the participating agencies who provided representation on the Sexual Assault Response Team during the creation and publication of this document. We would like to specifically thank those listed below. Their dedicated services and collaborate efforts have been essential in providing comprehensive support and care for survivors of sexual assault.

SART Members who assisted in the creation of the protocol

81st District Attorney's Office

Audrey Gossett Louis, **District Attorney**

Erika Price, **Assistant District Attorney – Atascosa County**

Katie Quinney, **Victim Advocate**

Atascosa County Sheriff's Office

Jake Guerra, **Sheriff**

Albert Garza, **Administrative Seargent**

John Strause, **Sgt. Investigator**

Texas Forensic Nurse Examiners: Forensic Center of Excellence

Dr. Khara Breeden, **Founder and CEO**

Carissa Futterer, **Clinical Manager**

Safer Path Safer Path Family Violence Shelter, Inc.

Rhonda Williamson, **Executive Director**

Andrea Rathmell, **Education Manager**

Hays County Sexual Assault Response Team

For serving as an example and supporting the development of an exceptional and beautiful protocol and biannual report.

Introduction & Background

To create systems that are sensitive and responsive to needs of survivors, Senate Bill 476 was passed during the 87th Texas Legislature and became law, effective September 1, 2021. This law requires that all of the Texas counties establish multidisciplinary adult sexual assault response teams. The response team is responsible for development a county or region-wide interagency protocol (Tex.Loc.Gov't Code 351.256(b)).

Chapter 351, Subchapter J required the County Judge to appoint representation of the SART.

The Atascosa County Commissioners' Court appointed the following statutory members:

1. **The chief administrator, or the chief administrator's designee, of a Sexual Assault Program that provides services for the county:**

   Rhonda Williamson, ***Executive Director, Safer Path Family Violence Shelter***

2. **A prosecutor with jurisdiction in the county over cases involving sexual assault committed against adults:**

   Audrey Louis, ***District Attorney, 81st Judicial District Attorney's Office***

3. **The chief, or the chief's designee, of the municipal police department with the largest population of the county, provided a municipality in the county has a municipal police department:**

   Ernest Guerra, ***Chief, Pleasanton Police Department YZ***

4. **The sheriff, or the sheriff's designee:**

   Jake Guerra, ***Sheriff, Atascosa County Sheriff's Office***

5. **A sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams for the county; or a representative from the largest healthcare provider operating in the county if the county does not have a sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams:**

   Dr. Khara Breeden, ***Founder and CEO, Texas Forensic Nurse Examiners: Forensic Center of Excellence***

6. **A behavioral health services provider operating in the county, or if the county does not have a behavioral health services provider, a representative from the county health department:**

   Veronica A. Sanchez, ***Executive Director, Camino Real Community Services***

7. **Other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team:**

   Courtney Grier, ***Director, Atascosa County Emergency Medical Services***

**The professionals specifically named above are the minimum team membership required by law. Each SART is able to appoint additional members as needed.*

The SART in Atascosa County exhibits a strong commitment to addressing the challenges faced by survivors of sexual assault. The team actively engages in the development of solutions to overcome the many obstacles face by rural survivors. The primary focus of the SART involves fostering collaboration among diverse teams, including law enforcement, prosecutors, healthcare professionals, victim services and crisis centers, all united in their dedication to providing unwavering support to survivors.

This protocol was developed to ensure seamless coordination among all participating agencies in cases involving sexual assault. Its core objectives are to enhance the efficiency of response efforts and to minimize the potential for re-traumatization of survivors. This protocol was developed in close collaboration with essential SART team members, incorporating the latest insights from trauma-informed and victim-centered approaches. This biennial report outlines Atascosa County's SART protocols, defines the roles and responsibilities of each agency, and establishes a clear framework through which these agencies collaborate to ensure the most effective support for survivors while navigating the complex landscape of adult sexual assault cases. The Atascosa County SART is committed to empowering survivors, promoting justice and paving the way for a safer community.

This protocol is made available to various law enforcement and treatment providers throughout Atascosa County. We seek for this protocol to be inclusive of all member voices and incorporate survivors' voices and experiences. It will supplement individual agency policies and procedures. The SART will review and update the protocol a minimum of once every two (2) years. In developing the protocols, the team shall consider Chapter 56A, Code of Criminal Procedure.

Mission Statement

The Atascosa County SART seeks to create a consistent, respectful, victim-centered, trauma-informed coordinated response to adult victims of sexual assault. We do this through multi-disciplinary training, collaboration, communication, and a shared commitment to continuous improvement. Grounded in the shared principles of treating all people with dignity, fairness, and respect, the SART seeks to create a community where everyone who has experiences sexual assault is allowed to move from victim to survivor.

Vision Statement

Atascosa County is a community where all survivors of sexual assault are believed and supported, and offenders are held accountable.

SART Goals

- **Provide on-going training to all professionals connected with a victim of sexual assault to ensure a consistent, reliable, victim-centered response from all SART agency members.**

The SART has identified that each member agency needs training on: victim behavior, the impact of victim bias, the dynamics of sexual assault, how to provide courtroom testimony, tracking reports from other organizations, trauma-informed interviewing, using body-cams to get the best statement from the victim at first response, and working together across jurisdictions.

- **Provide education to the community on how to respond to and refer someone who has disclosed a sexual assault.**

The SART has identified that survivors may choose various avenues to initially disclose a sexual assault, including through law enforcement, medical facilities, crisis centers, or confiding in family and friends. Given this multitude of entry points, the SART has set one of its primary goals as educating not only its member partners, but also the broader community. The team will achieve this through tabling events, educational presentations, prevention initiatives, and continued training provided through SART. Through their continuous efforts, the SART believes that increasing community awareness about this issue can significantly influence a survivors decision-making process as they consider how to proceed, and can help reshape the mindset of the community around victim blaming. This will help improve judicial outcomes in the long-term as every community member is a potential juror.

- **Secure timely access to medical forensic examinations for all survivors.**

Rural survivors and crisis centers have encountered difficulties in locating a Forensic Nurse Examiner (FNE) to conduct forensic SAFE examinations for years. The Atascosa County SART is dedicated to addressing this challenge by assisting survivors in access to care. We collaborate with various providers, including Texas Forensic Nurse Examiners: Forensic Center of Excellence, Methodist Hospital | Atascosa, The Southwest Texas Regional Advisory Council (STRAC), Blue Bird's Hope, and others to facilitate these exams. Additionally, members of the Atascosa County SART recognize the right of an adult victim of a sexual violence to have a Sexual Assault Forensic Exam, regardless of when the assault occurred. This practice has been codified in the Texas Code of Criminal Procedure Art.56A.303. Adult SAFE exams that do not meet mandated reporting requirements do not require law enforcement authorization. We seek to educate all team members about this so that all survivors will know their rights.

- **Secure timely access to sexual assault program advocates for all survivors.**

Members of the Atascosa County SART Team recognize the right of a victim of sexual violence to have an advocate available to assist the victim through their recovery and prior to detailed interviews, regardless of when the assault occurred. This practice has been codified in Government Code 420.003. A certified Sexual Assault Advocate will be contacted on behalf of any victim undergoing a SAFE exam. Safer Path will seek to expand the number of available advocates by training volunteers and staff through their Office of the Attorney General certified Sexual Assault Training Program.

- **Ensure all survivors receive the same level of quality services.**

The SART is committed to the principle that every survivor of sexual assault or abuse should have equitable access to quality services with each facility they interact with. Each of our members is dedicated to actively engaging in SART meetings and in open dialogue to identify and address any barriers that may affect service quality.

Member Roles & Definitions

Advocacy: SaferPath Family Violence Shelter (SPFVS)

The mission of Safer Path Family Violence Shelter is to build awareness of family violence and sexual assault, empower victims, support survivors' healing, and create a safe and abuse-free community.

The Safer Path 24-hour hotline offers:

- 24/7 hospital accompaniment for survivors of sexual assault and domestic violence
- Provide crisis intervention and advocacy to survivors and secondary survivors
- Arrange medical forensic examinations with survivors' consent
- Inform survivors of their rights
- Emotional support for survivors
- Safety planning
- Emergency shelter

Safer Path advocacy services offers:

- Counseling
- Support Groups
- Legal Advocacy
- Personal Advocacy
- Information and Referrals

Did You Know?

"Advocate" means a person who provides advocacy services as an employee or volunteer of a sexual assault program. The advocate must have completed a sexual assault training program described by Texas Local Government Code, Section 420.011(b) for a minimum of 40 hours. Advocates respond 24/7 to all medical facilities/law enforcement agencies in and around Atascosa County and are not directly affiliated with law enforcement, hospital systems, or the criminal justice system.

Law Enforcement: Atascosa County Sheriff's Office, Pleasanton Police Department; Jourdanton Police Department, Poteet Police Department, Poteet Independent School District Police Department, Pleasanton Independent School District Police Department, and Lytle Police Department.

The Atascosa County law enforcement agencies are committed to enhancing the quality of life in our county by working in partnership with the community and other agencies to swiftly enforce the law, protect and serve the public, preserve the peace, reduce the fear of crime, and investigate crimes, identify and apprehend perpetrators, and maintain order. The Atascosa County law enforcement agencies are committed to treating all people with dignity, fairness, and respect.

The goals and responsibilities of the law enforcement agencies in Atascosa County are:

- Respond to the complaints of sexual assault
- Determine the jurisdiction of the offense
- Evaluate Sexual Assault cases in the context of the criminal and procedural statutes

- Investigate crimes of sexual and domestic violence
- Identify, collect, and preserve evidence
- Notify Survivor of their right to use pseudonyms
- Determine if forensic evidence is available and request from Survivor if they wish to participate
- Discuss the community-based Advocate with the Survivor to help them during the process
- Provide SPFVS information
- Maintain chain of custody of any evidence collected
- Conduct interviews with survivors, witnesses, and suspect(s)
- Make arrest when probable cause exists
- Prepare investigative reports
- Provide any and all documentation and evidence to Atascosa County District Attorney's Office, or an appropriate prosecuting office with jurisdiction
- Provide accurate evidence and testimony during courtroom proceedings
- Provide survivors with a Notice to Adult Victims of Sexual Assault resource
- Notify survivors in a timely manner regarding the status of any criminal case

81st District Attorney's Office: Atascosa County

The 81st District Attorney's Office has a duty to ensure that justice is served in every case by providing quality legal representation in criminal prosecution and, when appropriate, civil litigation with respect to protective orders. The office works to hold offenders accountable and protect victims. The office additionally works to reform and improve the criminal justice system and strengthen our community by responding appropriately to lower the incidence of crime in Atascosa County. To that end, we strive for excellence. We expect competence and professionalism and a commitment to the ends of securing justice without regard to status, race, gender or national origin.

Our Victim Services program provides the best possible direct and personal service to victims of crime and their families. It is our goal to assure those victimized that they have not been left behind by the criminal justice system. We strive to provide a safe place where victims can turn while searching for justice and understanding.

The 81st District Attorneys Office, working alongside the Victims Assistance Coordinator, delivers compassionate and highly effective services that encompass:

- Offer referrals for counseling services and other social services agencies
- Provide educational support regarding the justice process, preparation and accompaniment to court
- Notify survivors in a timely manner regarding the status of any criminal case and court proceeding
- Explanation of survivor rights
- TX Constitution Article 1, § 30, Crime Victims' Bill of Rights and TX CCP Chapter 56A
- Private waiting room for victims at the Justice Center
- Complete restitution orders
- Witness coordination during jury trials

- Offer guidance for navigating through various forms including Crime Victims Compensation and Victim Impact Statement

The District Attorney's Office is dedicated to connecting victims with essential resources to support them during this difficult period. Services are extended to victims regardless of whether the offender has been apprehended.

Medical: Texas Forensic Nurse Examiners: Forensic Center of Excellence (TXFNE: FCE), Bluebird's Hope, INC.

Medical facilities staffed by or contracted with highly trained and compassionate Forensic Nurse Examiners (FNEs) who are committed to providing survivor-centered medical forensic examinations for adults who have experienced abuse, as well as dignified suspect exams. Our FNEs complete specialized training to stay at the forefront of their field and provide ongoing education to patients, partners and the community.

- **Forensic Nurse Examiner (FNE):** A registered nurse specially trained to provide the medical forensic examination and evaluation of patients affected by trauma, violence, abuse and neglect while collecting evidence and minimizing the patient's emotional trauma. FNEs have extensive training on laws, sexual violence, trauma-informed care, evidence collection and coordination of care with other professionals, including the criminal justice system, when appropriate to advocate for victims. Forensic nurses practice includes larger patient populations like those affected by strangulation, domestic violence, and Human Trafficking.
- **Sexual Assault Nurse Examiner (SANE):** A registered nurse specially trained to provide the medical forensic examination and evaluation of sexual trauma while collecting evidence and minimizing the patient's emotional trauma. SANEs have extensive training on laws, sexual violence, trauma-informed care, evidence collection and coordination of care with other professionals, including the criminal justice system, when appropriate to advocate for victims. This may also include training for SANE's to address strangulation, domestic violence, and Human Trafficking. SANE is an area of certification and specialization within forensic nursing.
- **Medical Forensic Examination (MFE):** A Medical Forensic Examination (MFE), sometimes called a Sexual Assault Nurse Examiner Exam (SANE Exam) or Sexual Assault Forensic Exam (SAFE Exam), is conducted by medical personnel with key goals in mind. It may involve evaluating and treating trauma resulting from sexual assault, collection of specimens that may include physical evidence, addressing infection risks, and providing referrals to counseling and follow-up care. Providers conducting the exam may also engage with survivors to answer questions and discuss available options, always prioritizing the survivor's well-being and autonomy.

Bluebird's Hope will commit to: providing adult victims of sexual violence within Atascosa County with complete medical forensic exams, coordinating services with partners in the community, and working with partner agencies to ensure the best interests of the victims are always addressed.

Texas Forensic Nurse Examiners: The Forensic Center of Excellence (TXFNE: FCE), Forensic Nursing Program serves victims of violence within Atascosa County and is committed to providing high quality services to adult sexual assault victims and working with partner agencies to ensure the best interests of the victims are always addressed. The Forensic Nurses will offer and complete medical forensic exams for sexual assault victims while coordinating services with partners in the community.

Section 2: Atascosa County SART Protocols

The Atascosa County Sexual Assault Response Team (SART) protocol is a multidisciplinary approach that includes all member organizations, including survivor voices. This protocol is a living document and will be updated and amended based on the needs of the Sexual Assault Response Team. It is intended to supplement and support individual agency policies and procedures. Pursuant to SB 476, the Atascosa County SART will update and review these protocols a minimum of once every 2 years. The protocols include expectations and standards for each member's response to victims of sexual assault.

The protocol will identify points of collaboration between disciplines. In developing this protocol, the SART members:

1. Shall consider Chapter 56A, Code of Criminal Procedure.
2. May provide different procedures for use within a particular municipality or area of the county served by the response team.
3. Shall prioritize the health and safety of survivors.

Protocol 1: First Response by Law Enforcement

Point of Entry Atascosa County Law Enforcement Organizations: Atascosa County Sheriff's Office, Pleasanton Police Department; Jourdanton Police Department, Poteet Police Department, Poteet Independent School District Police Department, Pleasanton Independent School District Police Department.

Atascosa County law enforcement agencies are committed to enhancing the quality of life in our county by working in partnership with the community and other agencies to swiftly enforce the law, protect and serve the public, preserve the peace, reduce the fear of crime, investigate crimes, identify and apprehend perpetrators, and maintain order. Atascosa County law enforcement agencies are committed to treating all people with dignity, fairness, and respect.

The goals and responsibilities of **Atascosa County law enforcement agencies** are:

- Respond to the complaints of sexual assault, determine timeframe of the assault, and whether or not the report is delayed beyond the 120-hour window for SAFE
- Determine the jurisdiction of the offense
- Provide victim with Safer Path Family Violence Shelter (SPFVS) information
- Evaluate Sexual Assault cases in the context of the criminal and procedural statutes
- Investigate crimes of sexual violence
- Identify, collect, and preserve evidence
- Notify Survivor of their right to use pseudonyms
- Determine if forensic evidence is available and request from Survivor if they wish to participate
- State to the victim that they have the right to the services of a community-based Advocate from Safer Path to be with the Survivor to help them during the process
- Maintain chain of custody of any evidence collected

- Conduct interviews with survivors, witnesses, and suspect(s)
- Make arrest when probable cause exists
- Prepare investigative reports
- Provide any and all documentation and evidence to Atascosa County District Attorney's Office for indictment and prosecution
- Provide accurate evidence and testimony during courtroom proceedings
- Provide survivors with a Notice to Adult Victims of Sexual Assault resource
- Notify survivors in a timely manner regarding the status of any criminal case

Protocol if Victim's First Point of Entry is through Law Enforcement

In order to best support victims of sexual assault and hold offenders accountable, all **Atascosa County law enforcement agencies** will:

- Make contact with the survivor as soon as possible to address safety concerns and summon emergency medical assistance if needed
    - Responding law enforcement personnel should take every reasonable step to avoid causing any possible secondary trauma to the victim/survivor. LE officers should use a victim/survivor-centered approach to further this objective.
- Evaluate the scene for people, vehicles, or objects involved, as well as possible threats.
- Identify potential witnesses, suspect(s), or other involved parties.
- Determine if a crime is being reported and document the basic information needed to begin the investigation.
    - A reasonable effort should be made to allow the Survivor to determine the location where they make the initial report.
    - **VICTIM CONFIDENTIALITY** Officers investigating or receiving a report of an alleged sex offense may keep the identity of the victim confidential by providing the victim with a pseudonym form as provided by the Sexual Assault Prevention and Crisis Services program of the Texas Office of the Attorney General. The victim may choose a pseudonym to be used instead of his/her name (Tex. Code of Crim. Pro. art. 58.102)
- Locate, secure, and protect the crime scene to ensure that evidence is not lost, altered, or contaminated.
- If at a residence, in the community, or at a Law Enforcement Agency, the officer will offer support from a Safer Path Advocate to the victim as they take the report. A Safer Path Advocate will respond to the scene, if needed, to provide support and resources.
- If the assault is within the timeframe (120 hours) of a Sexual Assault Forensic Exam (SAFE), ask the Survivor if they would submit to a Sexual Assault Forensic Exam (SAFE).
- If the answer is yes, then contact will need to be made with Texas Forensic Nurse Examiners: Forensic Center of Excellence or Bluebird's Hope Inc. to begin the process of setting up the exam. Also, law enforcement will provide the victim with Safer Path contact information and resources, including the option to be accompanied by a Safer Path advocate for the SAFE.
- If the assault is within the 120-hour timeframe of a SAFE and the victim lacks transportation to the requested exam, contact must be made to the Safer Path hotline to request on-call transportation and/or Emergency Medical Services to arrange transportation. If the victim has life-threatening injuries, medical treatment must be provided first before a SAFE can be arranged.
- If the Survivor does not need or want a SAFE, then the Survivor will be provided with Safer Path information and resources.
- Notify On-Call investigator.

- Clearly explain the report process including the roles of the first responder, investigator, victim services and anyone else the Survivor will likely interact with.
- Provide the victim with a Notice to Adult Victims of Sexual Assault.
- If an arrest is made, provide the survivor with information regarding a request for an Emergency Protective Order (EPO) and provide them with Safer Path and Atascosa County Attorney contact information as they can assist the Survivor in applying for a permanent protective order.
- Any and all documents, recordings, and evidence will be forwarded to the Atascosa County Attorney or 81st Judicial District Attorney's Office for indictment and or prosecution.
- For offenses that occurred outside the jurisdiction of where the crime is being reported, the agency should notify the agency holding jurisdiction and determine if they wish to respond, or if they would like a report taken and forwarded to their agency. If they would like the report taken, then the use of SART protocols will be used and the case will be forwarded to the agency with jurisdiction.

Delayed Reporting

SB 1401- Delayed reporting and the assault occurred outside the 120-hour timeframe for a forensic exam, a report can still be taken, if the victim chooses.

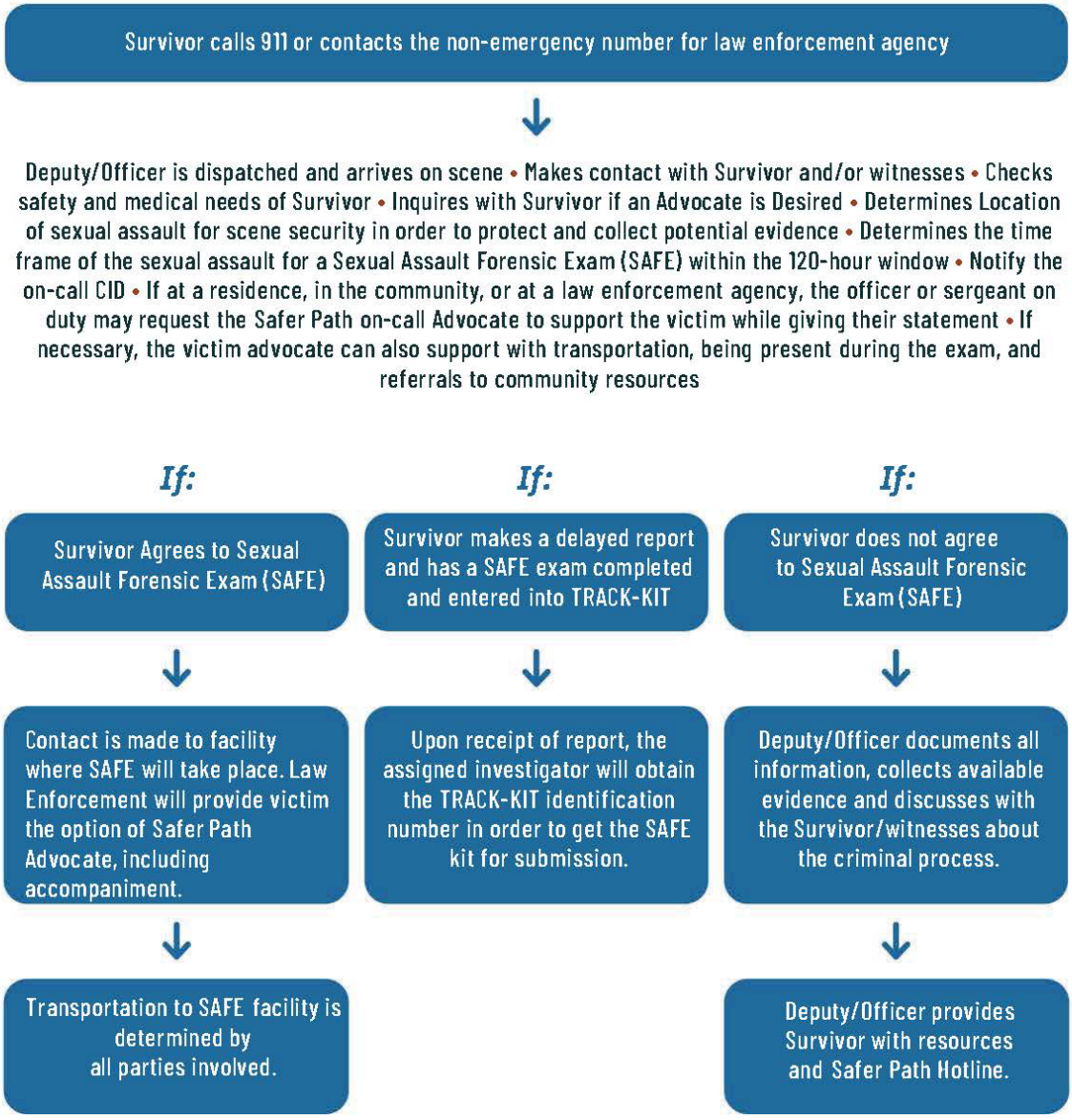
Delayed reporting is not uncommon. When taking a delayed report that is not within the 120-hour timeframe for a forensic exam the survivor has the right to receive a sexual assault forensic exam.

There are situations where you can receive a medical forensic exam after the 120-hour timeframe has passed:

- If law enforcement believes that the exam could help with the investigation OR
- If a sexual assault nurse examiner or doctor tells law enforcement that there are reasons why an exam should still occur. OR
- If the victim requests an exam.

The protocol written above is laid out visually using a flow chart below.

First Response: Law Enforcement



*** *For offenses that occurred outside the jurisdiction of where being reported, the agency should notify the agency holding jurisdiction and determine if they wish to respond or if they would like a report taken and forwarded to their agency. If they would like the report taken, then the use of SART protocols will be used and the case will be forwarded to the agency with jurisdiction.*

Protocol 2: First Response by Medical Support and Evidence

Survivor Access to Sexual Assault Forensic Exams (SAFE): Members of the Atascosa County Sexual Assault Response Team (SART) recognize the right of an adult victim of sexual violence to have a Sexual Assault Forensic Exam (SAFE), regardless of when the assault occurred. This practice has been codified in the Texas Code of Criminal Procedure Art.56A.303. Adult SAFE exams that do not meet mandated reporting requirements do not require law enforcement authorization.

Survivors Access to Sexual Assault Program Advocates: Members of the Atascosa County SART Team recognize the right of a victim of a sexual violence to have an advocate available to assist the victim through their recovery and prior to detailed interviews, regardless of when the assault occurred. This practice has been codified in Government Code 420.003. A certified Sexual Assault Advocate will be contacted on behalf of any victim undergoing a SAFE exam.

Member Roles and Definitions

Adult: An individual who is not a child as defined by Section 101.003, Family Code.

Response Team: A multidisciplinary team established under Local Government Code Subchapter J to strengthen the collaborative response and enhance health and judicial outcomes for sexual assault survivors who are adults.

Sexual assault program:
A program that:

a) Operates independently from a law enforcement agency or prosecutor's office;
b) Is operated by a local public or private nonprofit corporation either independently or as part of a municipal, county, or state agency; and
c) Provides the minimum services, as defined by Section 420.003, Government Code, to adult survivors of stranger and non-stranger sexual violence.

Survivor: An individual who is a victim of a sexual assault or other sex offense, regardless of whether a police report is filed for the incident.

Suspect: An individual who is identified by a law enforcement agency as a potential actor in the commission of a crime.

Medical Facilities: Medical facilities staffed by or contracted with highly trained and compassionate Sexual Assault Nurse Examiners (SANE) are committed to providing survivor-centered medical sexual assault exams for adults who have experienced abuse, as well as dignified suspect exams. Our Sexual Assault Nurse Examiners routinely attend specialized training to stay at the forefront of their field.

Sexual Assault Nurse Examiner (SANE): A registered nurse specially trained to provide the forensic/medical examination and evaluation of sexual trauma while collecting evidence and minimizing the patient's emotional trauma. SANEs have extensive training on laws, sexual violence, trauma-informed care, evidence collection and coordination of care with other professionals, including the criminal justice system, when appropriate to advocate for victims. This may also include training for SANE's to address strangulation, domestic violence, and Human Trafficking.

Medical Forensic Examination (MFE): A Medical Forensic Examination (MFE), sometimes called a Sexual Assault Nurse Examiner Exam (SANE Exam) or Sexual Assault Forensic Exam (SAFE Exam), is conducted by medical personnel with key goals in mind. It may involve evaluating and treating trauma resulting from sexual assault, collection of specimens that may include physical evidence, addressing infection risks, and providing referrals to counseling and follow-up care. Providers conducting the exam may also engage with survivors to answer questions and discuss available options, always prioritizing the survivor's well-being and autonomy.

Medical Protocol

Point of Entry: Methodist Hospital Atascosa, Bluebird's Hope, Texas Forensic Nurse Examiners: Forensic Center of Excellence

Victims of sexual assault have several options to request a Sexual Assault examination. The victim can directly make a call to a hotline, or it can be initiated by law enforcement, an advocacy agency, or medical personnel. Once the survivor agrees to the exam, a nurse will schedule it immediately or based on the survivor's and the Sexual Assault Nurse Examiner's availability.

The goals and responsibilities of Sexual Assault Nurse Examiners serving Atascosa County are:

- Conduct MFEs for adult sexual assault patients in accordance with all agreed-upon protocols and procedures;
- Assure that Safer Path Family Violence Shelter (SPFVS), or the nearest appropriate advocacy agency that serves victims of sexual assault has been notified that a victim is being transported or has arrived;
- Encourage/support the use of trained sexual assault advocates for sexual assault patients as appropriate and regardless of patient's decision regarding contact with law enforcement;
- Provide time and private space for sexual assault advocates to establish relationships with the victim, the victim's family/caregivers, and friends when appropriate and if the victims and family/caregivers agree;
- Establish and maintain competency as a SANE;
- Support the development and annual review of the community's guidelines; and
- Participate, as appropriate, in cross training with allied professionals regarding response to sexual assault.

Point of Entry: Medical Facilities

- Escort this patient and their family, caregiver or support persons to a private waiting area. Elicit information as privately as possible, regarding:
    - Safety (Is the patient physically and psychologically safe? Is the suspected perpetrator present? Speaking with patient alone is important to obtain accurate information), Pain, and Bleeding.
- Patients who report acute sexual assault, or those who are suspected of being acutely sexually assaulted, should have an Emergency Severity Index (ESI) Triage Level 2. The patient should be seen as soon as possible and triaged to assess for life- or limb-threatening injuries or psychiatric emergencies. Any life- or limb-threatening injuries or psychiatric emergencies take precedence over forensic evidence collection. The medical assessment may take place before or concurrently with MFE, depending on facility policy. Be aware of time-sensitive medications that may be administered.

- Medical providers should use clinical judgement regarding consultation of additional providers or referral to a higher level of care if the current setting is not appropriate for the patient evaluation. The patient has the right to refuse care at any time.
- If the assault occurred within the last 12 hours and the patient has not had anything to eat or drink, educate the patient that it is best not use restroom, wash, change clothes, eat or drink until evaluated by the forensic health care professional. If patient must use restroom, collect urine and advise that patient does not wipe genitalia until after evidence has been collected, if possible. Use clinical judgment.
- Once appropriate, all survivors should be offered an MFE and an advocate from the advocacy agency that serves the victim's county, and/or the county where the victim was assaulted.
- In Atascosa County, medical personnel or survivors can contact an appropriate forensic provider, depending on facility policy and procedures. Currently, March 2025, the available forensic providers serving Atascosa County are listed below:

Bluebird's Hope, Inc.	**Texas Forensic Nurse Examiners: Forensic Center of Excellence (FCE)**
Hotline: (830) 316-3926	**Hotline: (210) 767-9556**
Atascosa County Location(s): *None as of March 2025*	Atascosa County Location(s): • Methodist Hospital | Atascosa 1905 Hwy 97 East Jourdanton, TX 78026
Additional Location(s): *Comal County* • 2115 Stephens Place Suite 400J New Braunfels, TX, USA *Guadalupe County* • 1117 E Court St Seguin, TX 78155, USA *Wilson County* • Emergency Care of Floresville 101 Wilson Drive, Ste. 102 Floresville, TX 78114	Additional Location(s): Call Hotline (210) 767-9556 and select option 1 to speak with a forensic nurse regarding available locations. *As of March 2025, FCE is currently serving 53 locations across Atascosa, Bexar, Comal, Frio, Gillespie, Guadalupe, Kendall, Kerr and Medina Counties.*

In Atascosa County, medical personnel or survivors can contact **Safer Path Family Violence Shelter's 24/7 Hotline at 830-569-2001** for hospital accompaniment and advocacy.

To obtain patient consent, medical personnel may explain to patients that there are two specially trained providers available to respond to patients affected by sexual violence and the medical facility would like to contact these individuals to speak with the patient and provide any available resources and to assist with the appropriate care. Once the sexual assault advocate and the SANE arrive, they will discuss their roles, explain the examination process, and survivor rights before conducting the SAFE with the victim/survivor.

Point of Entry: Law Enforcement

If the victim's initial contact is with law enforcement- follow protocol for investigations and once appropriate, **all survivors should be offered a MFE and an advocate** from the advocacy agency that serves the victim's county,

and/or the county where the victim was assaulted. In Atascosa County, law enforcement should contact the **Safer Path Family Violence Shelter's 24/7 Hotline at 830-569-2001** to have a sexual assault advocate available to assist the victim and to assist in arranging a forensic exam.

If seeking consultation with forensic nursing programs, law enforcement or survivors can contact an appropriate forensic provider, depending on facility policy and procedures. Currently, March 2025, the available forensic providers serving Atascosa County are listed below:

Bluebird's Hope, Inc.	**Texas Forensic Nurse Examiners: Forensic Center of Excellence (FCE)**
Hotline: (830) 316-3926	Hotline: (210) 767-9556
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To obtain patient consent, law enforcement partners may explain to victims that there are **two specially trained providers available to respond to patients affected by sexual violence** and the law enforcement agency would like to contact these individuals to speak with the patient and provide any available resources and to assist with the appropriate care.

Once the sexual assault advocate and the SANE arrive, they will discuss their roles, explain the examination process, and survivor rights before conducting the SAFE with the victim/survivor.
Law Enforcement can provide transportation for victims, coordinate transport with an advocate from Safer Path Family Violence Shelter or another appropriate advocacy agency, EMS, or victims may choose to use a private vehicle.

Additionally, any suspect of a sexual assault will be sent to an appropriate SANE provider to have a SAFE exam performed when requested by a law enforcement agency. Officers will remain at the facility with any suspect brought to the facility for this purpose. A SAFE on a suspect will only be done on the consent of the suspect or in accordance with Texas Penal Code, Code of Criminal Procedure Art. 18.08. or another appropriate mandated request. If the safety of the patient, accompanying law enforcement, and medical personnel cannot be maintained throughout the duration of the examination, the exam will be discontinued, and an alternate plan will be made to collect evidence in a safe manner.

Protocol 3: First Response by Safer Path Family Violence Shelter

Point of Entry: Victim seeks advocacy-support by calling the Safer Path Family Violence Shelter Hotline : (830-569-2001)

When a survivor contacts Safer Path Family Violence Shelter their needs are carefully assessed and tailored resources and options are presented based on their unique experiences. The caller's well-being and safety is our top priority.

- If a caller discloses that a sexual assault has occurred and they would like to move forward with a forensic exam, the caller will be connected to an on-call Safer Path Advocate to help coordinate a forensic exam. The advocate will also offer hospital accompaniment and advocacy services.
- If the caller requests to make a police report, the advocate will reach out to the appropriate law enforcement agency to request that an officer meet them at the hospital. The survivor does not have to report to law enforcement to be eligible for SPFVS services or to receive a forensic exam.
    - The survivor can request to report to law enforcement without having a forensic exam.
- If the survivor does not want a forensic exam, the SPFVS Hotline staff will support the caller by providing immediate crisis intervention, emotional support, safety planning, and referral to SPFVS Advocacy department.
- In Atascosa County, advocacy partners or survivors can contact an appropriate forensic provider, depending on facility policy and procedures. Currently, March 2025, the available forensic providers serving Atascosa County are listed below:

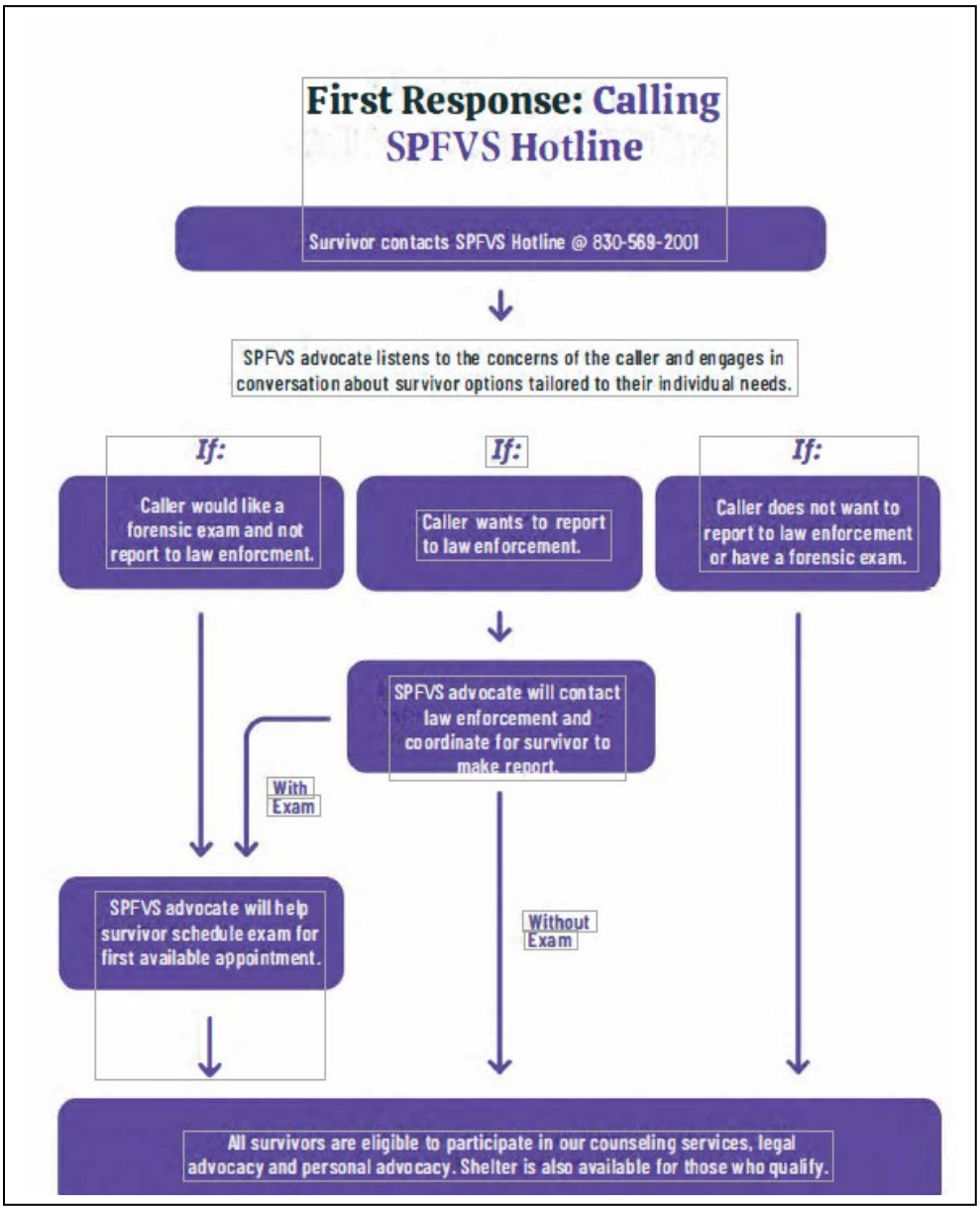
Bluebird's Hope, Inc.	**Texas Forensic Nurse Examiners: Forensic Center of Excellence (FCE)**
Hotline: (830) 316-3926	Hotline: (210) 767-9556
Atascosa County Location(s): *None as of March 2025*	Atascosa County Location(s): • Methodist Hospital | Atascosa 1905 Hwy 97 East Jourdanton, TX 78026
Additional Location(s): *Comal County* • 2115 Stephens Place Suite 400J New Braunfels, TX, USA *Guadalupe County* • 1117 E Court St Seguin, TX 78155, USA *Wilson County* • Emergency Care of Floresville 101 Wilson Drive, Ste. 102 Floresville, TX 78114	Additional Location(s): Call Hotline (210) 767-9556 and select option 1 to speak with a forensic nurse regarding available locations. *As of March 2025, FCE is currently serving 53 locations across Atascosa, Bexar, Comal, Frio, Gillespie, Guadalupe, Kendall, Kerr and Medina Counties.*

- Safer Path Family Violence Shelter Advocates should contact an appropriate SANE provider to speak with the Sexual Assault Nurse Examiner on duty to coordinate care for the Sexual Assault Examination (SAFE) and to provide the estimated time of arrival.

- Survivors should be notified of their rights to determine the medical facility and mode of transportation to the facility of their choice to receive a SAFE exam and medical attention.
- Safer Path Family Violence Shelter advocates can provide transportation for victims, coordinate transport with law enforcement or EMS, or victims may choose to use a private vehicle.

- An advocate will arrive at the medical facility within one hour of the request unless an exam has been scheduled for a future time.

The protocol written above is laid out visually using a flow chart below.



Protocol 4: Response by 81st District Attorney's Office – Atascosa County

Point of Entry: Victim's case seeks advocacy-support by calling the Safer Path Family Violence Shelter Hotline : (830-569-2001)

The 81st District Attorney's Office (hereafter, "DAO") prosecutes felony offenses in Wilson, Karnes, Atascosa, Frio, and La Salle Counties.

- The prosecutors handle felony complaints involving adult and minor victims of sex-related offenses. Erika Price and Audrey Vasquez, Assistant District Attorneys, are available to answer questions, review evidence, file charges, and assist on search warrants as needed. The prosecutors are available 24/7.

- If law enforcement has obtained an arrest warrant, the investigating agency shall promptly bring all available reports and evidence to the DAO for review for possible presentation to a grand jury.

- If the investigating agency feels a case warrants prosecutor review prior to obtaining a warrant, the case may be submitted to the DAO for possible presentation to a grand jury.

- When advocacy agencies or other dedicated professionals have a referral, it is first made to a law enforcement agency, who will then arrest and/or present the case to the DAO for consideration of charges.

- Prosecutors are available for case submissions every Friday at the Atascosa County Justice Center from 9am to 11am. Any change in this schedule will be announced via email to all Atascosa County law enforcement agencies.

- Prosecutors will review all available evidence and work with the investigative agency to obtain any additional information or evidence needed for successful prosecution.

- Once all available evidence is received and reviewed, prosecutors will make a charging decision. Charging decisions, as well as the decision of whether to move forward with prosecution, are made at the sole discretion of the prosecutors. Legally and ethically, charging decisions are based on the evidence and whether the case can be proven beyond a reasonable doubt at trial.

- Victims may contact the DAO for information on charging decisions once the case has been submitted for prosecutor review. Prosecutors may reach out to victims prior to presentation to grand jury.

- Prosecutors will inform or attempt to inform victims of the charging decision and/or result of grand jury presentation. If charges are accepted, the Prosecutors and/or Victim Assistance Coordinator (VAC) will reach out to the victim to ensure the mandates of CCP Chapter 56A are being met.

- If victim wants to drop charges, the VAC will refer victim to the local domestic violence shelter, Safer Path Family Violence Shelter, to take a victim empowerment class, Resources and Information for Survivor Empowerment (RISE), and let them know that they will need to follow up with a meeting with the Prosecutors and VAC after class is completed. VAC will explain that the Prosecutors reserve the right to continue with the case, if they feel like the evidence supports continuing.

- Unless requested by the Prosecutor, law enforcement, or another partner agency, the Victim Assistant Coordinator begins communication with the victim once the case is indicted. Upon indictment, VAC will send victim impact statement (VIS) via mail or email, which contains information on victim rights, information on Crime Victim's Compensation, information on the case (defendant, charge, court, and cause number assigned to the case) and contact information for VAC.

- Victims can contact the VAC for information about criminal justice process so that they know what to expect during process, start to finish.

    - VAC facilitates and attends meetings between Prosecutors and victims. The VAC and/or Prosecutors will explain to the victim the right of victim input regarding victim loss, trauma, or restitution for possible presentation of evidence at the time of the plea hearing and/or to provide a Victim Impact Statement or Allocution.

    - VAC notifies victims of how to register with Victim Information Notification Everyday (VINE) system, register with Texas Department of Criminal Justice Victim Services and how to use the Texas Department of Criminal Justice (TDCJ) website to track any defendant that has been sent to prison.

    - VAC attends Sexual Assault Response Team (SART) meetings to collaborate with multiple disciplinary entities to ensure victims' needs are met throughout criminal justice process.

- Victims can request assistance from the VAC, who can aid victims in the following ways:

    - Filing CVC paperwork with the Office of the Attorney General. VAC will also facilitate the transfer of documents (medical bills, funeral purchase agreements, and police reports) to the Office of the Attorney General.

    - Filling out the Victim Impact Statement.

    - Refer victims to outside resources for services such as domestic violence shelters and rape crisis centers that provide counseling, legal services for civil matters, and social services, and other counselors. Safer Path Family Violence Shelter is the local resource that serves victims of domestic violence and sexual assault in Atascosa county. VAC makes referrals to victims to the County Attorney's Office for the purpose of obtaining Protective Orders, regardless of whether or not a criminal case is pursued.

    - VAC will aid victims, regardless of whether charges are filed, with referrals or other information.

- If the victim wants to be informed of updates to the case, they will be updated as needed. Prosecutors will ensure the victim is aware of any proposed plea agreement and obtain feedback.

- Pursuant to CCP Art. 7B.001(a-1) if a defendant is convicted or placed on deferred adjudication for one of the enumerated offenses, Prosecutors will file a lifetime protective order ("PO") application with respect to each victim. Pursuant to CCP Art. 7B.001(a-2), the prosecutor may not file a PO application if the victim is 18 years or older and requests that the prosecutor not file one

- CCP Art. 7B.001 (a-1)-Default Protective Orders After Defendant is Convicted or Placed on Deferred Adjudication for Certain Enumerated Offenses ("enumerated offenses"):

    - Tex. Pen. Code§ 21.02: Continuous Sexual Abuse of Young Child or Disabled Individual
    - Tex. Pen. Code§ 21.11: Indecency with a Child
    - Tex. Pen. Code§ 22.011: Sexual Assault
    - Tex. Pen. Code§ 22.012: Indecent Assault
    - Tex. Pen. Code§ 22.021: Aggravated Sexual Assault

Section 3: Procedures

Atascosa County Sexual Assault Response Team Meetings

The Atascosa County SART is committed to meeting at minimum quarterly each year. No later than the 90th day after the last day of a regular legislative session, the SART must review and amend any response team protocols, forms, or guidelines required by Texas Local Government Code, Chapter 351, Subchapter J. The SART will plan the meeting dates and times in advance and notify all participating agencies. As described in Section 351.254(b) of the Local Government Code each appointed member of the SART must attend all meetings or they are expected to send a representative of their agency. Because SART members are appointed by the Atascosa County Judge, any vacancies must be filled and confirmed by the Atascosa County Commissioner's Court as described in Section 351.255. Any SART partners can add items to the agenda by emailing the SART facilitator at least 24 hours in advance.

At least 4 hours of cross-training will be offered to SART members annually as required by Section 351.256 of the Texas Government Code. This training will include the dynamics of sexual assault and the roles, responsibilities, and limitations of the participating disciplines.

Data Collection, Evaluation and Assessing Sexual Assault Trends

The members of SART, including forensic nursing partners, will collect data and information that will allow the SART to analyze community trends including those related to drug-facilitated assault, predatory date rape, and sex trafficking. In Atascosa County, the SART will work collaboratively to gather, maintain and report this information.

Conflict Resolution

Conflicts between team members are bound to arise from time to time. When handled appropriately, the resolution of the conflict can be a growth experience for all parties involved. Resolution of any conflicts arising pursuant to the process outlined in this agreement, other than personal matters may be dealt with in the following manner:

- The conflicting professionals should meet to discuss the conflict and how to resolve it. Often this includes sharing information, and understanding the different roles and responsibilities of the parties involved.
- If the conflict cannot be resolved after a meeting between the conflicting professionals, the professionals' immediate supervisors may become involved and the matter will be discussed at a meeting with all persons present, in accordance with each respective agencies operating procedures.

Confidentiality and Interagency Information Sharing

In accordance with Section 351.256 of the Texas Local Government Code, the SART members agree to promote interagency information sharing, in accordance with state and federal law, to ensure the timely exchange of relevant information and enhance the response to survivors. Each discipline engaged in the SART has its own policies and procedures regarding what information can be shared and will abide by its own agencies guidelines in sharing information. While case-specific information should not be discussed at the SART meeting, SART members agree to maintain confidentiality of such references (I.e. – victim/survivors name and contact information). Confidentiality is not intended to create a barrier to victim-centered changes in the response to sexual assault.

The SART members agree to follow Section 351.258 of the Texas Local Government Code which states that the Sexual Assault Response Team may only review a sexual assault case of an adult survivor with the signed, written consent of the survivor. The consent must specify:

1. The information or records covered by the release;
2. The reason or purpose for the release; and,
3. The person or agency to which the information is to be released.

Biennial Evaluation of Atascosa County's Sexual Assault Response

Every odd-numbered year, beginning in 2023, the Sexual Assault Response Team will provide the Atascosa County Commissioners Court a report that includes the following information, as defined in Section 351.257 in the Local Government Code:

1. The list of required SART members that have been appointed to the SART.
2. A copy of the current written and distributed Atascosa County Sexual Assault Response Protocol.
3. Either
    a. A report that provides:
        i. The number of adult sexual assault reports received by local law enforcement agencies.
        ii. The number of investigations conducted a s result of the reports received.
        iii. The number of indictments presented in connection with a report and the disposition of those cases.
        iv. The number of reports of adult sexual assault for which no indictment was presented.
    b. Or, An explanation of the reason the response team failed to provide the information above.

Case Review: Evaluation of Protocols

On Monday, November 10, 2025, the following SART members and their agency heads met to discuss a case that occurred in February of 2021.

SART Members Present: Jesusita Soto from Camino Real Community Services, John Strause from Atascosa County Sheriff's Office, William Permenter from Poteet PD, Carissa Futterer from TxFNE: FCE, Andrea Rathmell from Safer Path, Erika Price from the 81st District Attorney's Office, Imelda Gomez from Safer Path, Rhonda Williamson from Safer Path, Katie Quinney from the 81st District Attorney's Office, Audrey Louis from the 81st District Attorney's Office, and Jonathan Fischer from the Atascosa County Attorney's Office.

Each agency reviewed their protocol through the lens of this particular sexual assault case that happened in our county to evaluate our protocols, see what is working, and learn what may need to improve or be updated.

The case file from each agency was reviewed in order of the survivor's journey through interacting with each agency, using the specific protocol elements described in the SART protocol section above.

Survivor's Experience Checklist was reviewed and discussed. The summary of this checklist is below.

Initial Contact: Sexual Assault Program & LE/Sheriff	
Was the survivor able to access services immediately (Hotline, Dispatch)?	Yes
Did the initial response (LE/Advocate) align with trauma-informed best practices?	Yes
Medical/Forensic Exam: SANE/Healthcare & Advocacy Program	
Was SANE immediately contacted?	Yes
Was the advocate present for accompaniment (as per protocol)?	No
Was the Chain of Custody properly maintained?	Yes
Investigation: Law Enforcement/Sheriff	
Was the investigator assigned promptly?	Yes
Was the interview process trauma-informed?	No
Was evidence collected and submitted within the protocol's mandated timeline?	Yes
Legal/Prosecution: District Attorney's Office & Advocacy Program	
Was the DA/Prosecutor contacted at the appropriate point?	Yes
Was the survivor promptly informed of case status and afforded rights (e.g., protected pseudonym)?	Yes
Long-Term Support: Behavioral Health and Sexual Assault Program	
Was the survivor provided a warm handoff for long-term counseling/support services?	Yes
Was the referral process from the program/LE to behavioral health seamless?	Yes

Assessed Systemic Barriers. Significant communication breakdowns occurred, particularly with Poteet PD, and advocates were not notified at critical points. Limited SANE coverage required EMS to transport the victim over an hour away, increasing delays and stress. Resource gaps meant no advocate was present at the hospital, and inaccurate contact information hindered follow-up. Improvements since include collecting alternate contacts and emails and integrating EMS documentation into evidence. These findings highlight the need for stronger communication channels, adequate regional resources, and consistent documentation practices..

Evaluate protocol fidelity and impact: Although SART protocols were not in place at the time, reviewing the case through today's standards revealed the most trauma-uninformed moment was the police interview, where bias and disbelief retraumatized the victim. Initial on-scene response was appropriate, but gaps in referrals and victim rights communication were noted. Leadership changes at Poteet PD and DA office adjustments have improved practices, but continued training is essential.

Future Action & Training: The SART prioritized inter-agency training on trauma-informed interviewing, victim behavior, and bias awareness, along with sexual assault dynamics and courtroom testimony. Additional needs include effective body-camera use, report tracking across agencies, and consistent report-writing standards. Protocol revisions will require law enforcement to call advocates to the scene and adopt uniform trauma-informed practices. These steps aim to strengthen collaboration and ensure survivor-centered responses.

Key Takeaways: Early engagement with victims is critical, and communication paired with empathy makes a measurable difference. Trauma-informed interviews and approaches remain a top priority for training. Partners agreed to stay curious, ask more questions, and avoid judgment to better serve survivors. Connecting victims to advocacy early and clearly communicating that all agencies work as a united team are essential practices. The team is proud that this case resulted in a positive outcome for the victim, whose powerful impact statement underscored the importance of victim services and support throughout the process.

Conclusion

Challenges & Success

The SART's greatest success has been establishing regular meetings and fostering communication among agencies, creating a collaborative environment that did not exist during the reviewed case. While turnover across organizations has posed challenges, it has also brought fresh perspectives and renewed energy to the team.

Recommendations

Key recommendations include prioritizing trauma-informed training for all partners, eliminating victim-blaming, and ensuring advocates are called first in every case. Collecting alternate contact information and maintaining thorough documentation are essential to strengthen case outcomes and survivor support.

SART's Impact

Although the SART was not active during the case reviewed, its current collaboration and communication represent a significant improvement in systemic response. The team's commitment to working together can only enhance outcomes for survivors moving forward.

Next Steps & Goals for the Next Two Years

The SART will focus on expanding training, improving inter-agency communication, and developing written procedures to ensure continuity despite staff turnover. Additional goals include conducting timely case debriefs to build relationships, creating a survivor advisory committee for direct feedback, and drafting a conflict resolution process. These steps aim to deepen collaboration and maintain a survivor-centered approach.

Conclusion and Acknowledgment

We extend our deepest gratitude to every member of the Atascosa County Sexual Assault Response Team and to our county leadership for their unwavering support and commitment to this work. Your dedication to collaboration, training, and continuous improvement has strengthened our community's ability to respond to survivors with compassion and accountability. Together, we have made significant progress, and we remain committed to building on this foundation. Over the next biennium, we will continue working side by side to ensure a coordinated, trauma-informed, and survivor-centered response that reflects the values of justice, dignity, and hope for all survivors of sexual assault in Atascosa County.

AGENDA REQUEST
(GENERAL)

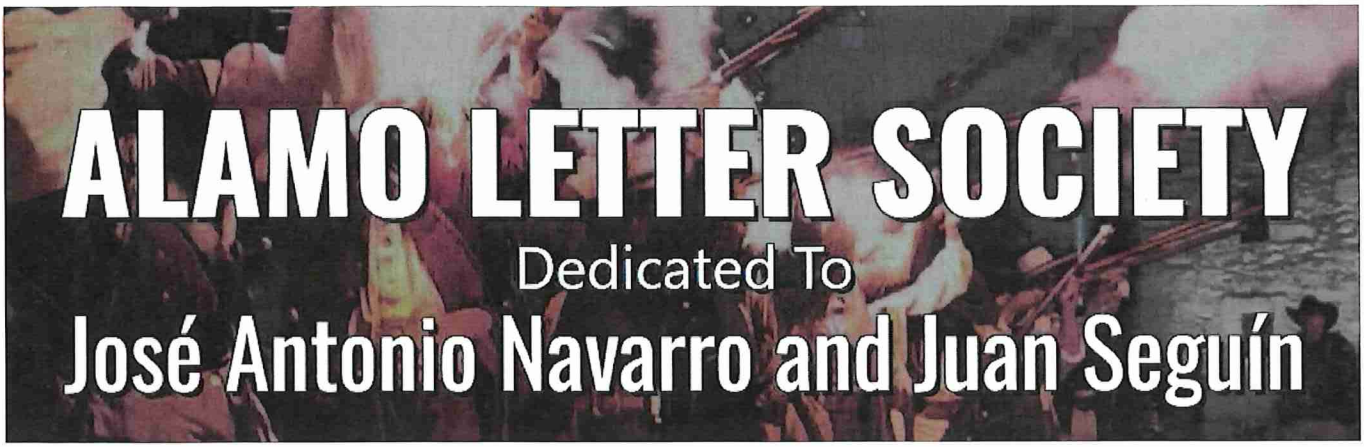
Agenda Item 5.

Meeting Date: 12/08/2025
Item Title:
Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Atascosa Historical Commission:	Discuss and/or take appropriate action to approve allocating $5,000.00 from Buildings and Yards for a plaque displaying Col. William Barret Travis's Alamo "Victory or Death" letter to be placed at the Atascosa County Courthouse.

ATTACHMENTS
information



alamoletter.com

Our Mission

To educate current and future Texans about their forefathers' armed struggle for Freedom and Liberty through the placement of a large bronze plaque containing Col. William Barrett Travis's Alamo ***"Victory or Death"*** letter, in all 254 Texas Courthouses. To honor the two leading Tejanos of the Texas Revolution, Jose Antonio Navarro and Juan Seguín. The goal of the Alamo Letter Society is ambitious and unprecedented. The goal is to gift a 3 feet by 2 feet, 203-pound bronze plaque, of the famous letter to each of the 254 courthouses in the state of Texas. Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for liberty, freedom, and the armed resistance to oppression.

The ***"Victory or Death"*** letter was written on Feb. 24, 1836, and heroically dispatched through the Mexican Army to General Sam Houston by Captain Albert Martin. Only 220 words long, many Texans and other Freedom-loving people around the world hold it in the same high esteem as the U.S. Constitution and the Magna Carta.

Letter History

February 23, 1836, was the first day of the 13-day siege of the Alamo. On that day, the 26-year-old Alamo Commander, Lt. Col William Barrett Travis of South Carolina, had only 157 men under his command. He was surrounded by thousands of Mexican soldiers commanded by Mexican President Antonio López de Santa Anna.

The next day, February 24, 1836, he wrote the 220-word Alamo letter addressed ***"To the People of Texas and All Americans in the World"***. This letter, a pleading for reinforcements became known as the ***"Victory or Death"*** letter. It is one of the most notable pieces of literature in the English language. It was heroically carried through the Mexican lines by Capt. Albert Martin.

The Travis letter to Texas President Sam Houston brought results, but not enough to turn the tide. At dawn on March 1, 1836, Capt. Albert Martin, with 32 men (himself included) from Gonzales passed the lines of the Mexican Army and entered the walls of the Alamo, never more to leave them.

These 32 citizen soldiers were Texas men, husbands and fathers, owning their own homes and guns, voluntarily organized and trained, determined to change the government that ruled over them. They passed through the lines of an enemy of four thousand to six thousand strong, to join 157 of their countrymen and neighbors, in a fortress doomed to destruction.

Does American history, or any history, ancient or modern, furnish a parallel to such heroism? The Travis letter motivated these men to willingly enter the beleaguered walls of the Alamo, to swell the number of determined citizen soldiers who resolved "never to surrender or retreat."

ALAMO ★ LETTER SOCIETY

VICTORY OR DEATH
1836
ALAMO LETTER SOCIETY
I SHALL NEVER SURRENDER OR RETREAT
LETTER FROM THE ALAMO
COMMANDANCY OF THE ALAMO:
BEXAR, FEBY. 24TH 1836.
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD.-
FELLOW CITIZENS & COMPATRIOTS
I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN- THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN- I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER OR RETREAT. THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH- THE ENEMY IS RECEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.
IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY- VICTORY OR DEATH
WILLIAM BARRET TRAVIS
LT. COL. COMDT
P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES.
TRAVIS
ALAMO LETTER SOCIETY CO-CHAIRS: LEE WILLIAM MCWHITT III, BOSSIER COLE NEWTON SR.
NUECES COUNTY: HARRY LEE CHESTER JR., NORMA LINDA REYNA, VERONICA ROSE MORENO

Dedication Dates

1. Ellis County **February 23, 2024**. County Chair: Judge Todd Little
2. Rockwall County **February 24, 2024** County Chair: Mr. Lorne Liechty
3. Nueces County **March 28, 2024** County Chair: Harry Chester
4. Van Zandt County **April 12, 2024** County Chair: Dwayne "Doc" Collins
5. Hood County **April 20, 2024** County Chair: Judge Ron Massingill
6. Reeves County **June 28, 2024** County Chair: Judge Leo Hung
7. Gillespie County **July 4, 2024** County Chair: Ms. Lee Spencer White
8. Nacogdoches County **September 21, 2024** County Chair: Henry Taylor Millard
9. Limestone County **October 8, 2024** County Chairs: Hon. M. Phillips & Rosser Coke Newton Sr.
10. Howard County **October 16, 2024** County Chair: Judge Randy S. Johnson
11. Burnet County **October 18, 2024** County Chair: Judge James Oakley
12. San Augustine County **October, 26 2024** County Chair: Judge Jeff Boyd
13. Navarro County **November 9, 2024** County Chairs: Mayor Mike Fletcher & Thomas McNutt
14. Pecos County **November 11, 2024** County Chair: Judge Joe Shuster
15. Freestone County **November 14, 2024** County Chair: Judge Linda Grant
16. Brazos County **November 26, 2024** County Chair: Fain McDougal
17. Ward County **February 24, 2025** County Chairs: Chuck & Jeanie Reeves
18. Andrews County **March 2, 2025** County Chair: County Historical Commission
19. Erath County **March 6, 2025** County Chair: Commissioners Court/Jocelyn Perez
20. Rusk County **April 21, 2025** County Chair: Barry Hamblett
21. Hardin County **April 21, 2025** County Chair: J.A. McKim
22. Crockett County **April 22, 2025** County Chair: Judge Frank Tambunga
23. Llano County **May 23, 2025** County Chair: Michael & Nichole Ritchie
24. Terrell County **July 5, 2025** County Chair: Judge Dale Lynn Carruthers
25. Hunt County **October 8, 2025** County Chair: State Rep Brent Money
26. Montgomery County **October 11, 2025** County Chair: Kat Rummell
27. Hopkins County **October 18, 2025** County Chair: Commissioner Joe Price
28. Angelina County **October 25, 2025** County Chair: Mike Jackson
29. Lee County ***Possible December 2025*** County Chair: Judge Frank Malinak
30. Henderson County **February 24, 2026** County Chair: Daniel Hunt
31. Tom Green County ***Possible February 2026*** County Chair: Golda Foster McMahon
32. Denton County **February 28, 2026** County Co-Chairs: Chuck Wright & Judge Robert Ramirez

Alamo Letter Society

To: Prospective County Chairs
From: Dr. Danny Reeves, Recruitment Chair

- L. William McNutt, Co-Founder/President, Dallas, Texas
- Rosser Newton, Co-Founder, Dallas, Texas
- John Vick, Co-Founder, Rockwall, Texas

Subject: Responsibilities for Each Alamo Letter Society County Chairperson

Thank you for considering to be the County Chair in your county for the *Alamo Letter Society*.

HISTORY:
In February of 2024, it was 188 years since General Santa Anna started marching his army into Texas from Saltillo in Mexico. Three Mexican states, including Texas, were in a state of rebellion. The General/President soon learned that Americans who value liberty and freedom will defend their family, their land, their property, and their sacred honor with their lives.

In the words of Texas State Senator Bob Hall, "It is the job of this generation of Texans to teach our young people about how Texas got to where we are today. About the sacrifices of our forefathers in blood, treasures, and in the case of the Alamo, their lives."

BACKGROUND: *BIRTH OF THE IDEA*
The L. William (Bill) McNutt family (wife Susana, daughter Slone age 13, daughter Rabel age 15) were at the Alamo in early 2023 looking at the wonderful Travis "Victory or Death" letter on a bronze plaque on the lawn in front of the Alamo chapel. Their 7th-grade daughter Slone, who was studying Texas history in school, said to her father, "Daddy, why aren't these plaques with the famous letter all over Texas?" This idea gave birth to our efforts.

Note: When Navarro County placed a large black granite Gold Star Monument on the Courthouse Lawn in Corsicana in May of 2020, Bill McNutt insisted that one side of the monument include all 220 words of the Victory or Death Letter by William Barrett Travis. This is a letter that Texans hold in the highest esteem, just as they do the 1776 Declaration of Independence and the U.S. Constitution.

OUR MISSION:
To create and gift a bronze plaque (similar to the one that has been at the Alamo) to every one of the 254 Courthouses in Texas. Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for Liberty and Freedom, and their armed resistance to oppression.

THE BRONZE PLAQUE:
The bronze plaque currently located on the lawn in front of the Alamo is perfect. This plaque measures 2 feet wide and 3 feet tall, and 203-pounds. A plaque of this size could be placed on the lawn of each Texas County Courthouse. The location of the bronze plaque will be determined by each county. Leaders for coordinating the plaque location could include a County Judge and a local committee recruited by an Alamo Letter County Chairperson.

CHAIR RESPONSIBILITIES

(You agree to be responsible for these few important items being accomplished in your county)

- Form a county-wide committee of a few of your fellow patriots to help you. Telephone Bill McNutt at 214.537.9311 or Dr. Danny Reeves at (903) 641-8840 let one of them know their names. We will do a separate press release to highlight their involvement. Each person you ask will be very flattered to have been invited to the committee.
- Coordinate with County Leaders regarding the A) bronze letter plaque placement, and B) The Alamo Letter Dedication Ceremony at the County Courthouse
- Be willing to alert and work with the local media countywide. (Daily papers, weekly papers, radio stations, etc.) to gain coverage. Be willing to be interviewed by the media. Work with Bill McNutt on the drafting of a press release to announce the gift to the County Courthouse and the date for the dedication, and formulate a call for volunteers to come forward to help you and your committee. Communicate to Bill McNutt the name and contact information of the Editor or Journalist who will cover this story from the largest and 2nd largest circulation newspapers in the county.

Dedication: Plan and put on a terrific dedication ceremony at your courthouse involving local high school, community college bands, college bands, and students. Work with the local Daughters of the Republic of Texas and Daughters of the American Revolution regarding the ceremony, but NOT regarding the placement of the plaque or other issues. Their participation is vital to having a meaningful dedication ceremony. If there is an active-duty Texas military base in the county, get them involved in the dedication ceremony. Get the Texas State Guard involved in some form or fashion if possible.

PAY FOR THE PLAQUE:

Donate or raise $5,000 to pay for the 203-pound bronze plaque. Additionally, we encourage a $500 donation to help with additional costs. You can do a Fundraiser if necessary. If you choose to do so, host a fundraiser with a VIP to raise funds to pay for the Alamo Letter Plaque and expenses. *Note:* We have access to elected officials, Medal of Honor recipients, and Astronauts. This is a historical fundraiser, not a political fundraiser. The fundraiser can be whatever the local Chairperson wants it to be. Additionally, your county commissioners could also vote to pay for the plaque with county funds.

SUB-GOALS:

- To elevate the two leading Tejano participants in the Texas Revolution: Jose Antonio Navarro and Juan Seguin. These men believed it possible to be both a proud Mexican and a loyal Tejano. And, they were both.
- Work with the local schools to host an Essay Writing Contest on the Topic "Why the Tejanos were important to the Texas Revolution." (or) "What was the importance of the Victory or Death letter written by Travis at the Alamo?" Each essay should be 220 words long, the same number of words in the Travis Alamo letter.
- To get a service club / American Legion / VFW, etc. in your county to host a junior high "Victory or Death Letter" Oratorical Contest. Contestants would memorize and present the letter and tell what it means to them. The winner would recite the letter by memory at the dedication.
- Any other local initiatives that each County Chair might want to accomplish.

ADDITIONAL COST:

Any additional costs regarding the dedication must be raised locally by the County Chair. Working with the County Commissioners and County Judge, you should be able to get them to fund the cost of the

placement installation of the plaque.

Please contact Bill McNutt at (214) 537-9311 so we can start working on the draft for the press release!

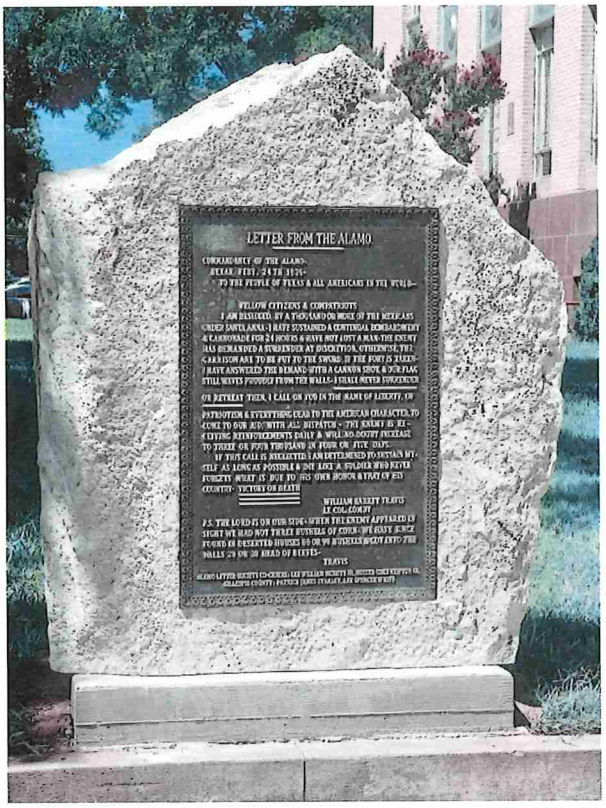
Welcome to the Fight! You are in many ways a modern-day Capt. Albert Martin, the man would rode the Victory or Death letter out of the Alamo. You are doing the same job he did on February 24, 1836! You are taking this valuable letter and example of patriotism to more Texans and future generations.

This is an important and worthwhile job.

Please reply to this email and let us know you are committed to everything in this communication.

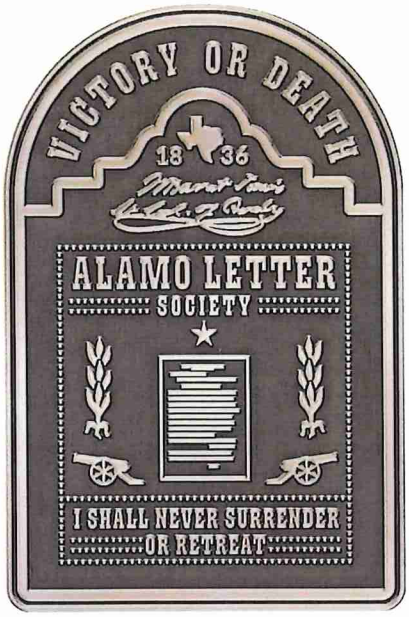
Thank you!

L William McNutt
Mobile: (214)-537-9311
Email: mcnuttlw@gmail.com
LinkedIn: www.linkedin.com/in/lee-w-mcnutt



"Victory or Death" Letter Plaque Process

1. Identify the County Chair (Alamo Letter Society Rep)
   a. Responsibilities:
      i. Present the statewide mission to Commissioners Court, Judge or one of the Commissioners
      ii. Serve as a direct point of contact
      iii. Raise $5,000 donation (Individual or County)
      iv. Help organize the dedication
2. Donation to Alamo Letter Society
3. Confirm language for the last line on the plaque
   a. Include name of Donor and County Chair
   b. Max 70 characters
4. Send the Last Line language to The Southwell Company (foundry) for a proof
5. Send proof to County Chair for approval
6. Put "Victory or Death" letter plaque into production (8 weeks)
7. When the plaque is complete:
   a. Introduce the County Chair to Veronica Morena at The Southwell Company
   b. Coordinate delivery or pick up in Corpus Christi or Houston
      i. The Southwell Company FedEx Freight, $275
      ii. Pick up in Corpus Christi or Houston, no charge $0
8. County Chair notifies Alamo Letter Society team of the dedication Date/Time/Location



LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-
BEXAR, FEBY. 24TH 1836-
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN-THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN- I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RE-CEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MY-SELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY- VICTORY OR DEATH

WILLIAM BARRET TRAVIS
LT. COL. COMDT

P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES-

TRAVIS

ALAMO LETTER SOCIETY CO-CHAIRS: LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR.
NUECES COUNTY: HARRY LEE CHESTER JR., NORMA LINDA REYNA, VERONICA ROSE MORENO

From: James Malanaphy, AIA <James.Malanaphy@thc.texas.gov>
Sent: Monday, June 10, 2024 2:35 PM
To: John Vick <John.Vick@senate.texas.gov>
Cc: Susan Tietz, AIA <Susan.Tietz@thc.texas.gov>; Elizabeth Brummett <Elizabeth.Brummett@thc.texas.gov>
Subject: FW: Alamo Letter Society - Historic Courthouse ?'s

Good afternoon, Mr. Vick,

Thank you for contacting the Texas Historical Commission (THC) about the installation of the "Alamo Letter Monument" structures on Texas County Courthouse squares across Texas.

You are correct, the THC has decided not to require State Antiquities Landmark permit approval, or further consultation with the THC for the installation of these monuments. Courthouse Program Reviewers have been instructed to let each county select an appropriate site for the monument on their courthouse square. THC is not aware if there are multiple designs for the installation of the monument, or if all the monuments appear identical.

I cannot offer any specific guidance related to the successful installation of the monuments. I can suggest that the monument not be attached to the courthouse itself.

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

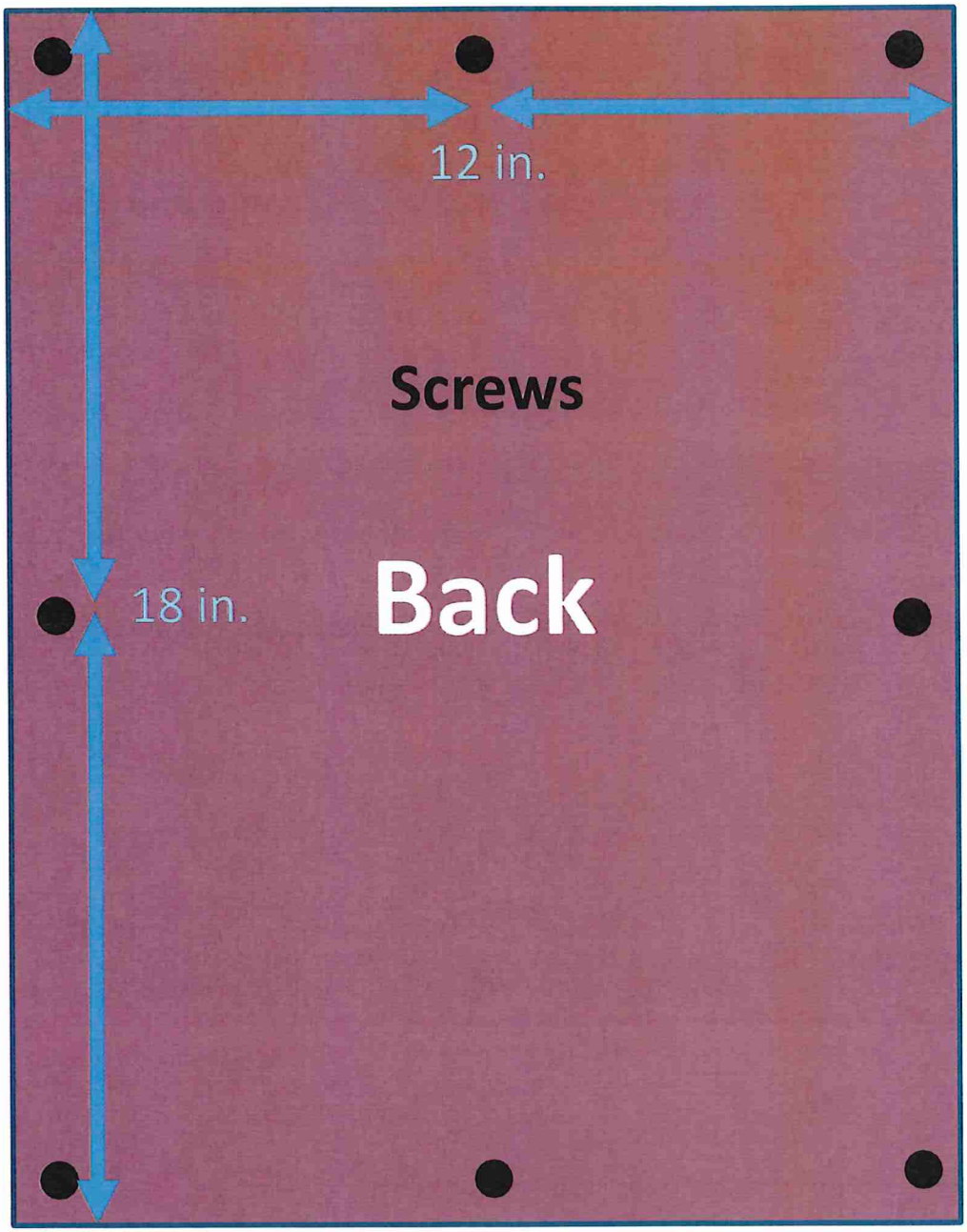
James Malanaphy, AIA
Project Reviewer, Courthouse Preservation Program
Division of Architecture
P.O. Box 12276, Austin, Texas 78711-2276
Phone: +1 512 475 3285
Fax: + 1 512 463 6095

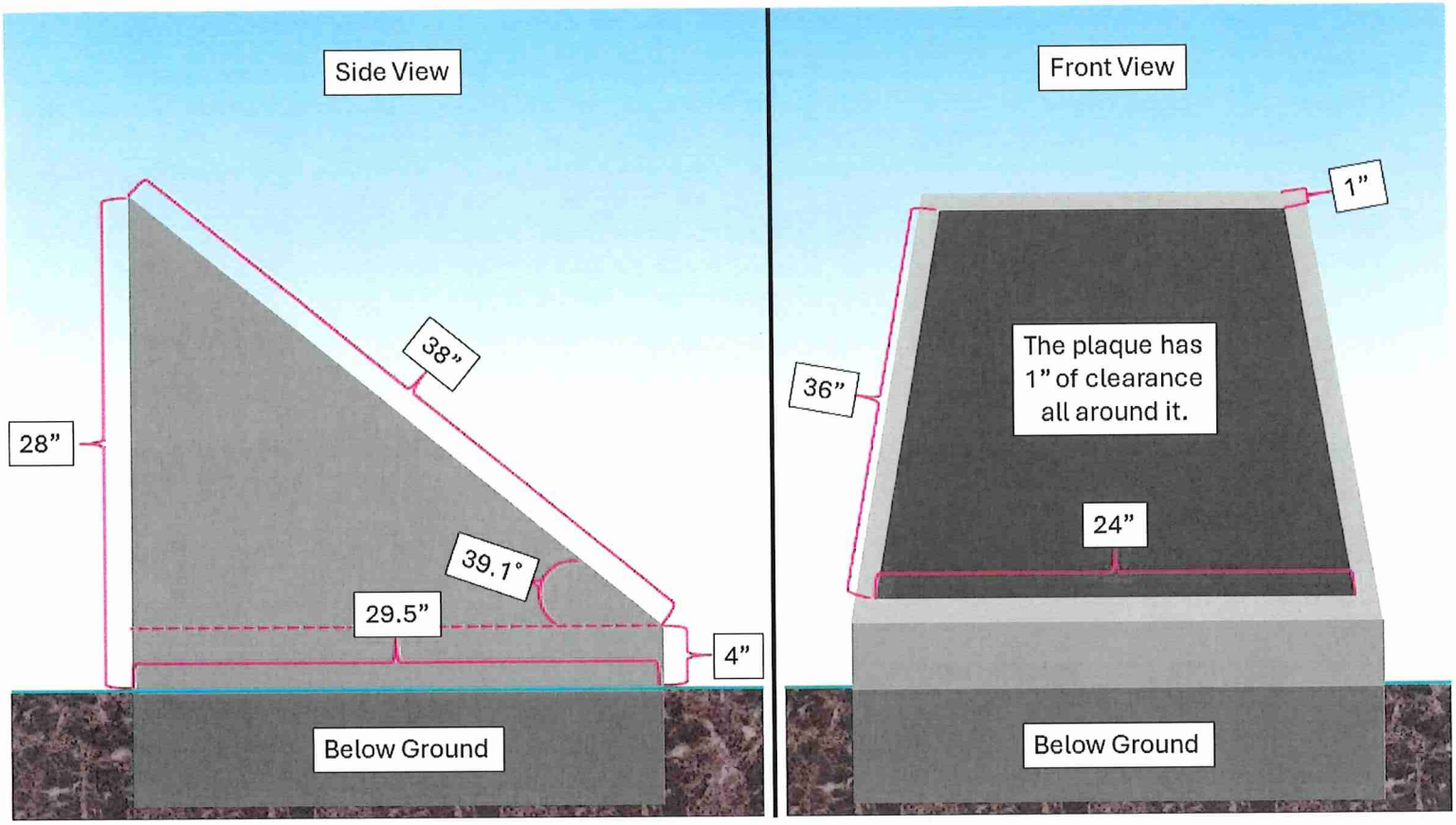
Alamo Letter Society

"Victory or Death Plaque"

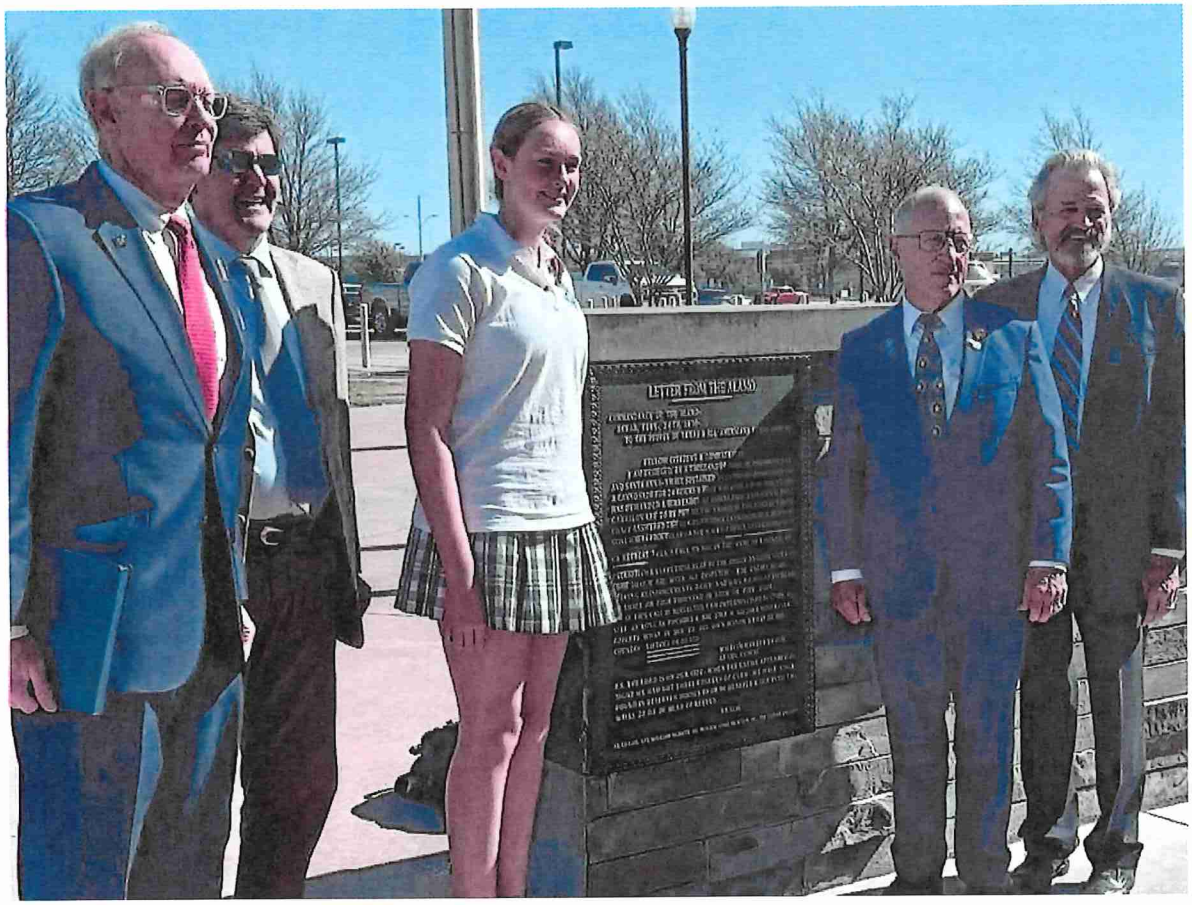
24 in.

36 in.




Side View
38”
28”
39.1°
29.5”
4”
Below Ground
Front View
1”
The plaque has 1” of clearance all around it.
36”
24”
Below Ground

Rockwall County

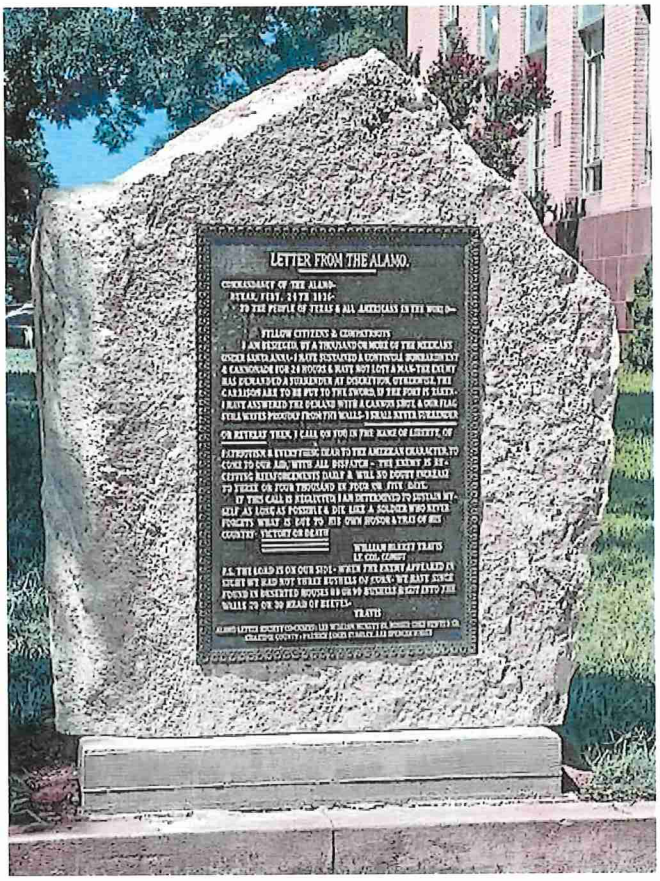


Nueces County

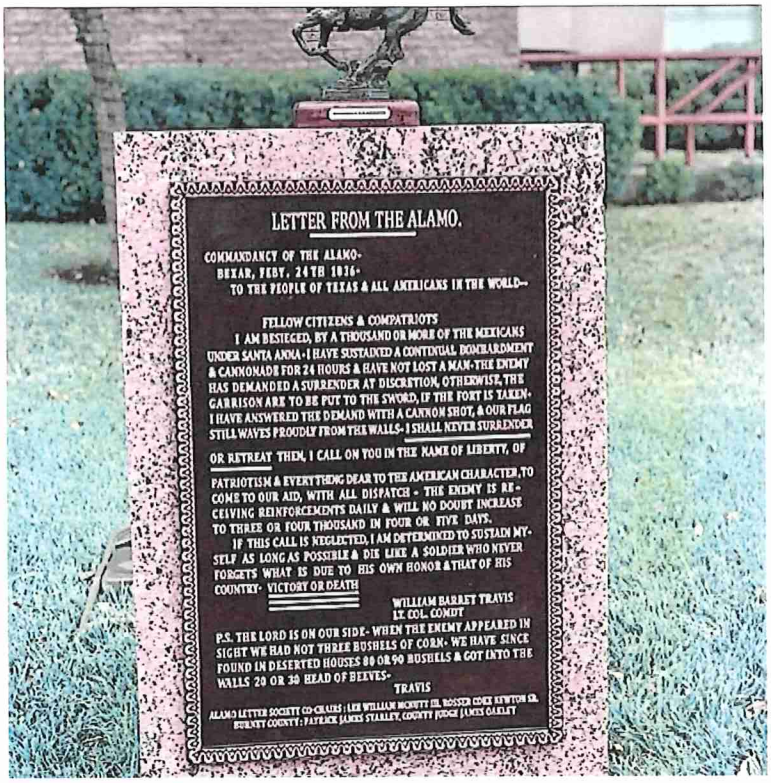
Van Zandt County

Hood County

Reeves County



Gillespie County



Burnet County

San Augustine County

and courageous defenders of the Alamo. We thank you for their righteous defiance in the face of tyranny. We thank you for raising up a Gideon in the person of Lt Colonel William Barrett Travis, whose letter of appeal and defiance we commemorate today. For the members of the Texas Military Department, the Texas Army National Guard, the Texas Air National Guard and the Texas State Guard, this is our proud heritage. The torch has been passed to us, and we bear it proudly and vow to continue to defend and protect the great and sovereign state of Texas. Bless the guardsmen who are at this moment, defending our southern border. Place a hedge of protection around them, and please keep them in your care. Give us strength for the task at hand, bless the ceremony today and may all that is done be to your glory, and in honor of the intrepid defenders of the Alamo. Thank you for the grace and mercy You have lavished upon us through our Lord and Savior Jesus Christ, in whose name we offer this prayer. Amen.

CHILDREN AND YOUTH INVOLVEMENT / ESSAY CONTEST / SPEAKING CONTEST

The more children and teenagers you can involved, the better. Corpus Christi had the middle school children compete in an essay contest. They could write up to 220 words since that is the length of the Travis letter. The winner earned a check for $220 dollars! There are two ways you can go with the Essay Contest. (and you might come up with a third)

Topic One: What did you learn from the example set by the Alamo Williams Barrett Travis at the Alamo.

Topic Two: Why are the Tejanos important to the Texas Revolution

Topic Three: Simply have a speech contest where 3rd thru 7th graders memorize and recite the Victory or Death letter. (Texas History is taught in 7th grade). They do this at the Providence Christian School in Dallas. Every third grader memorizes the letter and recites it on Grandparents day!

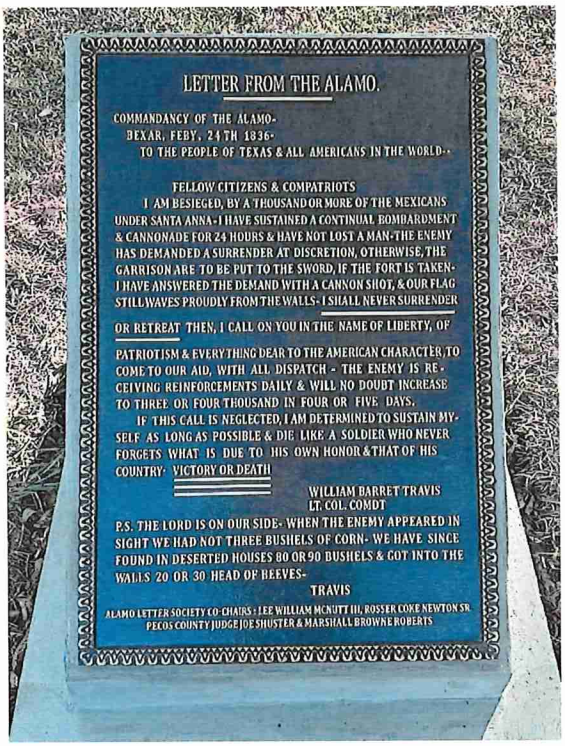
TAPS

Several dedications have ended with the playing of TAPS

L William "Bill" McNutt
Mobile: (214)-537-9311
Email: mcnuttlw@gmail.com
LinkedIn: www.linkedin.com/in/lee-w-mcnutt

John Vick
Mobile: (571) 234-2729
Email: john.vick@senate.texas.gov

Navarro County

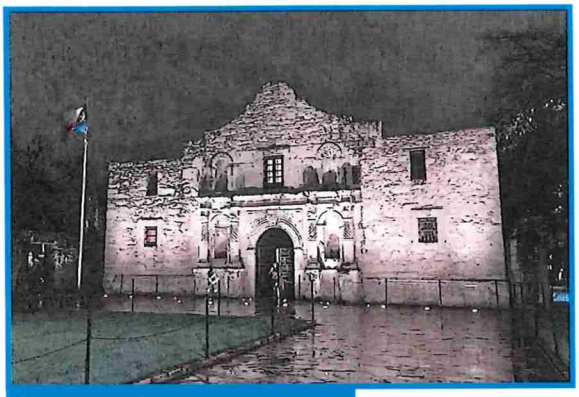


Pecos County

THE 1836 PROJECT: TELLING THE TEXAS STORY

1836

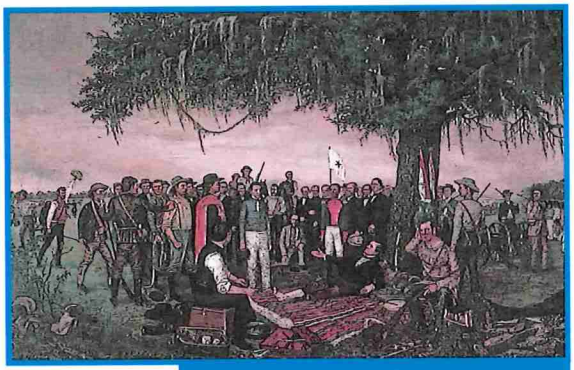
Surprised by the Centralist army's advance, some 200 insurgents led by William B. Travis, James Bowie and David Crockett made a stand at the small mission known as the Alamo in San Antonio. After a thirteen days siege, Santa Anna defeated the defenders and wiped out the small garrison. Meanwhile, at Goliad, Centralist troops captured a sizable Texian army under Colonel James Walker Fannin and executed most of the prisoners. This American-dominated region quickly shifted from a lukewarm loyalty to Mexico to a fervent enthusiasm for independence.



The Alamo

The Texians avowed their purpose. "The Mexican government, by its colonization laws, invited and induced the Anglo-American population of Texas to continue to enjoy that constitutional liberty and republican government to which they had been habituated in the land of their birth, the United States of America. In this expectation they have been cruelly disappointed."

The men who declared Texas independent and fought to achieve that independence included newcomers and native-born alike. On average, these men were about forty-years old, with the youngest in his early twenties, and the oldest in his seventies. Most were men entering middle age, most of them with families and obligations. By and large they were born in the South, but a handful came from Pennsylvania, New York, and Massachusetts. Others hailed from places like Ireland, England, Canada, and Central and Eastern European countries. A few held enslaved people as property, but the overwhelming majority did not. Many were farmers, but there were as many merchants, land speculators, lawyers, and doctors as there were sodbusters. A few seemed to fit Mier y Terán's description of *unruly,* but mostly they liked rules, they just didn't like it when people changed them without their consent.



Surrender of Santa Anna

Many of these revolutionaries were natives of Mexico, and like their compatriots born elsewhere, opposed tyranny. Francisco Ruiz, Juan Seguin, and Jose Antonio Navarro were from San Antonio de Béxar, now a battlefield in this struggle for independence. Lorenzo de Zavala, a native of the Yucatan, agreed. These men understood that the promises of liberty transcended national borders and nativity.

On March 2, 1836, this collection of risk takers announced the creation of a new nation: The Republic of Texas. The question that hung in the air that day was what kind of country would it be? In 1776, the men who declared American independence in Philadelphia two generations before had the *idea* of what their nation might be. In 1810, Father Hidalgo had issued his *Grito de Dolores* in favor of Mexican independence and pronounced "death to bad government." On March 2, 1836, the signers at Washington on the Brazos and heirs to these traditions knew exactly what they wanted. Here, in the lands stretching from the Red River to the Rio Grande, and from the Sabine to the great unknown to the west, these ideals would be tested in the field. On April 21, 1836, General Sam Houston led these bold Texians and Tejanos to victory on the battlefield of San Jacinto.

Alamo Letter Society

To: Alamo Letter Society County Chairperson

From: Bill McNutt and John Vick

Subject: Tips for a Successful Alamo Letter Society Dedication

The Alamo Letter Society has a simple, unique and powerful mission statement

"To educate current and future Texans about their forefathers' armed struggle for Freedom and Liberty through the placement of a large bronze plaque containing Col. William Barrett Travis's Alamo "Victory or Death" letter, in all 254 Texas Courthouses. To honor the two leading Tejanos of the Texas Revolution, Jose Antonio Navarro and Juan Seguín."

As you know, the "Victory or Death" letter was written on Feb. 24, 1836, and heroically dispatched through the Mexican Army to General Sam Houston by Captain Albert Martin. Only 220 words long, many Texans and other Freedom-loving people around the world hold it in the same high esteem as the U.S. Constitution and the Magna Carta.

From the 22 counties already dedicated, we have learned a great deal about what it takes to plan and achieve a well-attended, fun, meaningful, and educational dedication ceremony.
Every County is different. Every courthouse is different. Dedications must be tailored to local culture, the geographic layout of the courthouse, the time of the year, and many other factors.

Here are some dedication ideas that you might find of value:

THEMES
Youth: We are all about educating young people about the sacrifices of their forefathers and getting them to the dedication is important. Doing a local Essay contest is smart.
Texas History: Getting history teachers from high schools, and colleges involved. Getting reenactors involved adds a great deal to the event.
Sacrifice: Understanding that our forefathers gave so much of us to have the Texas we enjoy today.

THE ALAMO LEGACY
In your community there is a strong chance that you can find a Descendant of a man who fought in the Texas War of Independence. Get them to tell their family story. This is very, very powerful because it brings the story to present day in a very powerful and local way. As the local Historical Commission or people associated with the Son's of Texas to help you.

MEDIA RELATIONS
The Alamo Letter Society should provide the County Chairperson with two separate press releases.
The first press release announces the name and accomplishments of the Alamo Letter County Chair.
The second press release, which is closer to the dedication, announces that the County Chair has won our highest award, the Captain Albert Martin Alamo Rider Award.
YOU are responsible for sending these press releases out to the media in your area.
The Alamo Letter Society will simply post it on one of the paid press release sites.

Someone must accept the responsibility to contact the Media as soon as the dedication date is known. And, they must be sure to follow up 10 days before the actual dedication date, to make sure the local TV and radio stations will assign someone to cover the dedication.
As an example, The Corpus Christi dedication had coverage by 4 separate TV stations, including their Spanish language station.

LIVE BAND
Live music adds so much to an event and should be at the top of your list to provide. Invite a unique Veterans Band, high school, band, community college band, or even part of a university band.

CHOIRS
The Rockwall Dedication had two choirs, an elementary and high school choirs. Both were terrific and if you invite a school choir they bring their own audience! They have parents who drive them and grandparents who show up and watch.

TEXAS STATE SONG
Having a strong singer perform "Texas, Our Texas" is important. We have a Broadway singer Mrs. Julia Rose Hartman, who will travel at her expense to your dedication. You can reach her husband Scott Hartman at (646) 342-9952. (https://youtu.be/wQPI1pRgh9E?si=7uK47H-AEeOWmCdg)

READING OF THE TRAVIS LETTER
Errol Flannery, the 4th great-grandson of David Crocket. He is dedicated to preserving Texas history, drawing inspiration from both the real-life David Crockett and the legendary "Davy." He serves as an officer and board member of the David Crockett family organization and treasurer of multiple organizations, including the David Crockett Chapter of the Sons of the Republic of Texas, Legacy Comes to Life, LLC, and the Texas Heroes Foundation. Errol brings history to life by portraying Crockett at events like the "Stroll Thru Texas History" and Alamo Letter Society plaque dedications across Texas. We're honored to have him as part of our mission to preserve and share the incredible story of Texas. Errol is available to read the Travis Letter in character at future dedication ceremonies. Errol Flannery can be reached at (214) 243-4356 or errol.flannery@inmar.com
https://youtu.be/73H60syvK4k

MASTER OF CEREMONIES
A very important position. Corpus Christi had a local television journalist women who served as their MC beautifully. A good MC can handle unplanned situations and keep the program rolling.

MICROPHONE AND SOUND SYSTEM / AUDIO VISUAL
Please have a good sound system and a microphone that DOES NOT HAVE TO BE HELD.
The stationary mic is a must for those that show up with prepared remarks.

DATE / TIME / LOCATION
You should search for a significant date if possible and the ceremony should be 30 to 40 minutes in length, tops. We would like for the dedication to take place at the county courthouse, but that is up to the county leadership and county chairperson to work out. Avoid certain holidays that would result in a low attendance.

ORDER OF THE DEDICATION
Here is a sample dedication schedule:

1) Welcome - Master of Ceremonies

2) Recognize and welcome all:
   a) Elected officials in attendance
   b) VIPs
   c) others

3) Presentation of the colors

4) U. S. Pledge of Allegiance & National Anthem

5) Texas Pledge of Allegiance & Texas State Anthem Texas, Our Texas

6) Innovation

7) Welcome from the County Chairperson
He thanks people who have helped such as the VFW, American Legion, Historical Society, etc. He or she introduces the Co Founder of the Alamo Letter Society. *This could be Co-Founders Bill McNutt, daughter Slone McNutt, Rosser Newton, John Vick.*

8) Short remarks by the Local, Federal or State elected officials

9) The Mission of the Alamo Letter Society - McNutt, Newton or Vick

10) Essay winner/speech contest winner or winners - (Somebody reads or recites the letter)

11) Presentation of the Albert Martin Award by the Alamo Letter Society

PRINTED PROGRAM
A quality printed project is a MUST. Please put the words to the first and forth verse of Texas, Our Texas in your program. The song has four verses, but you can print just the first and last. And, a printed program is a way to thanks sponsors, the local chapter of the sons of Texas Veterans, Daughters of the Republic of Texas, the VFW, the American Legion, the local Historical Society, and who were helpful in ensuring the success of the dedication.

HONOR GUARD
Very important and sets the tone for the dedication.

INVOCATION / PRAYER
You can invite a Chaplin from the Texas Guard, the National Guard or a nearby military base to pray. Or the pastor of the largest Baptist or Catholic Church in the community. Here is a terrific prayer from the Ellis County Dedication as an example:

Holy father, righteous, God this is the day that You have made, and we will rejoice and be glad in it. Thank you for this gathering of Texas patriots. We have assembled to remember and honor the stalwart

Cast Bronze

Project - Letter From The Alamo *Reeves County*

PLAQUE **1**

The Southwell Co.
502 S. STAPLES • CORPUS CHRISTI, TX 78403
PH. (361) 884-4801

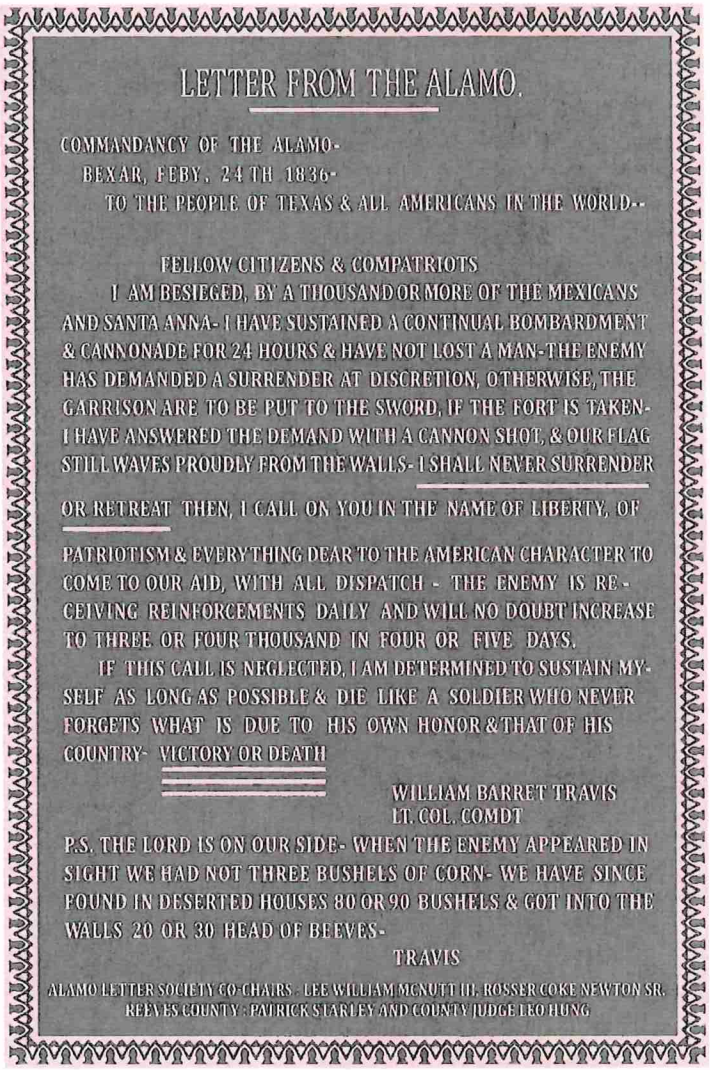
QUOTE #	N/A
JOB #	N/A
P.O. #	N/A
DRAWN BY:	J.GUERRERO
DATE SUBMITTED:	04/8/24

CUSTOMER:
N/A

SHIP TO:
TBD

24"

36"



15/16"

1/2"

7/16"

Co-Chair Names Go Here

Elevation
Scale: 1/4" = 1"

PROOFS! PLEASE SIGN & RETURN ONE COPY OR PLAQUE WILL NOT GO INTO PRODUCTION!

☑ *approved (no corrections)* ☐ *revise and resubmit*

Signed by: Date: 4-9-24

QUANTITY:	ONE (1)
MATERIAL:	BRONZE
BK GR COLOR:	BROWN
BORDER:	CUSTOM BORDER RAISED SATIN BRONZE COLOR
LETTERS:	CAMBRIA RAISED SATIN BRONZE COLOR
LOGO:	N/A
TEXTURE:	LEATHERETTE (CL)
MOUNTING:	CONCEALED

SPECIFY MOUNTING ATTACHMENTS

- ☒ CONCEALED (MASONRY)
- ☐ WOOD SCREWS W/ROSETTES
- ☐ EXPANSION BOLTS W/ROSETTES
- ☐ TOGGLE BOLTS W/ROSETTES (HEAVY PLAQUES) (SHEETROCK / HOLLOW WALLS)
- ☐ POST MOUNT (SEE DRAWING)

THE DESIGN OF THIS PLAQUE HAS BEEN MADE USING COMPUTERIZED GRAPHICS. THE ACTUAL PATTERN USED IN CASTING WILL BE MADE BASED ON FINAL APPROVAL OF THIS SUBMITTAL DRAWING. THE FORMAT, LETTER STYLE, LETTER SIZE, SPACING AND MOUNTING ARE BASED ON INDUSTRY STANDARDS AND OUR CAPACITIES TO PRODUCE A HIGH QUALITY CASTING.

THE SOUTHWELL COMPANY 154 YEARS 1866 ANNIVERSARY 2020

COPYRIGHT 2019© THE SOUTHWELL CO.

STOP YOU ARE THE FINAL PROOF-READER STOP

YOUR ORDER WILL BE PRODUCED FROM THE ARTWORK YOU SEE HERE. IF YOU APPROVE THIS ARTWORK AND IT CONTAINS ERRORS, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR THE WORK WE REDO. PLEASE CAREFULLY CHECK THAT ALL IS CORRECT REGARDING SPELLING, DESIGN, COLOR AND SIZE

Alamo Letter Society

To: Prospective County Chairs
From: Dr. Danny Reeves, Recruitment Chair

- L. William McNutt, Alamo Letter Society Co-Founder
Dallas, Texas
- Rosser Newton, Alamo Letter Society Co-Founder
Dallas, Texas

Subject: Responsibilities for Each Alamo Letter Society County Chairperson

Thank you for considering to be the County Chair in your county for the *Alamo Letter Society*.

HISTORY:
In February of 2024, it was 188 years since General Santa Anna started marching his army into Texas from Saltillo in Mexico. Three Mexican states, including Texas, were in a state of rebellion. The General/President soon learned that Americans who value liberty and freedom will defend their family, their land, their property, and their sacred honor with their lives.

In the words of Texas State Senator Bob Hall, "It is the job of this generation of Texans to teach our young people about how Texas got to where we are today. About the sacrifices of our forefathers in blood, treasures, and in the case of the Alamo, their lives."

BACKGROUND: *BIRTH OF THE IDEA*
The L. William (Bill) McNutt family (wife Susana, daughter Slone age 13, daughter Rabel age 15) were at the Alamo in early 2023 looking at the wonderful Travis "Victory or Death" letter on a bronze plaque on the lawn in front of the Alamo chapel.
Their 7th-grade daughter Slone, who was studying Texas history in school, said to her father, "Daddy, why aren't these plaques with the famous letter all over Texas?" This idea gave birth to our efforts.

Note: When Navarro County placed a large black granite Gold Star Monument on the Courthouse Lawn in Corsicana in May of 2020, Bill McNutt insisted that one side of the monument include all 220 words of the Victory or Death Letter by William Barrett Travis. This is a letter that Texans hold in the highest esteem, just as they do the 1776 Declaration of Independence and the U.S. Constitution.

OUR MISSION:
- To create and gift a bronze plaque (similar to the one that has been at the Alamo) to every one of the 254 Courthouses in Texas.
Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for Liberty and Freedom, and their armed resistance to oppression.
- To have at least 100 people at the dedication ceremony in each county.

THE BRONZE PLAQUE:
The bronze plaque currently located on the lawn in front of the Alamo is perfect. This plaque measures 2 feet wide and 3 feet tall, and 203-pounds. A plaque of this size could be placed on the lawn of each Texas County Courthouse, or on the wall at some location inside or outside of the Courthouse building.

The location of each bronze plaque will be determined by each county.
Leaders for coordinating the plaque location could include a County Judge and a local committee recruited by an Alamo Letter County Chairperson.

CHAIR RESPONSIBILITIES
(You agree to be responsible for these few important items being accomplished in your county)

- Form a county-wide committee of a few of your fellow patriots to help you. Telephone Bill McNutt at 214.537.9311 or Dr. Danny Reeves at (903) 641-8840 let one of them know their names. We will do a separate press release to highlight their involvement. Each person you ask will be very flattered to have been invited to the committee.
- Coordinate with County Leaders regarding the A) bronze letter plaque placement, and B) The Alamo Letter Dedication Ceremony at the County Courthouse
- Be willing to alert and work with the local media countywide. (Daily papers, weekly papers, radio stations, etc.) to gain coverage. Be willing to be interviewed by the media. Work with Bill McNutt on the drafting of a press release to announce the gift to the County Courthouse and the date for the dedication, and formulate a call for volunteers to come forward to help you and your committee. Communicate to Bill McNutt the name and contact information of the Editor or Journalist who will cover this story from the largest and 2nd largest circulation newspapers in the county.

Dedication: Plan and put on a terrific dedication ceremony at your courthouse involving local high school, community college bands, college bands, and students. Work with the local Daughters of the Republic of Texas and Daughters of the American Revolution regarding the ceremony, but NOT regarding the placement of the plaque or other issues. Their participation is vital to having a meaningful dedication ceremony. If there is an active-duty Texas military base in the county, get them involved in the dedication ceremony. Get the Texas State Guard involved in some form or fashion if possible.

PAY FOR THE PLAQUE:
Donate or raise $5,000 to pay for the 203-pound bronze plaque. You can seek an able donor in your county, or you can do a fundraiser if necessary. Remember, this is a historical fundraiser, not a political fundraiser. The fundraiser can be whatever the local Chairperson wants it to be. Additionally, your county commissioners could also vote to pay for the plaque, as well.

SUB-GOALS:

- To elevate the two leading Tejano participants in the Texas Revolution: Jose Antonio Navarro and Juan Seguin. These men believed it possible to be both a proud Mexican and a loyal Tejano. And, they were both.
- Work with the local schools to host an Essay Writing Contest on the Topic "Why the Tejanos were important to the Texas Revolution." (or) "What was the importance of the Victory or Death letter written by Travis at the Alamo?" Each essay should be 220 words long, the same number of words in the Travis Alamo letter.
- To get a service club / American Legion / VFW, etc. in your county to host a junior high "Victory or Death Letter" Oratorical Contest. Contestants would memorize and present the letter and tell what it means to them. The winner would recite the letter by memory at the dedication.
- Any other local initiatives that each County Chair might want to accomplish.

ADDITIONAL COST:
Any additional costs regarding the dedication must be raised locally by the County Chair. Working with

the County Commissioners and County Judge, you should be able to get them to fund the cost of the placement installation of the plaque.

Please contact Dr. Danny Reeves at (903) 641-8840 or Bill McNutt at (214) 537-9311 so we can start working on the draft for the press release!

Welcome to the Fight! You are in many ways a modern-day Capt. Albert Martin, the man would rode the Victory or Death letter out of the Alamo. You are doing the same job he did on February 24, 1836! You are taking this valuable letter and example of patriotism to more Texans and future generations.

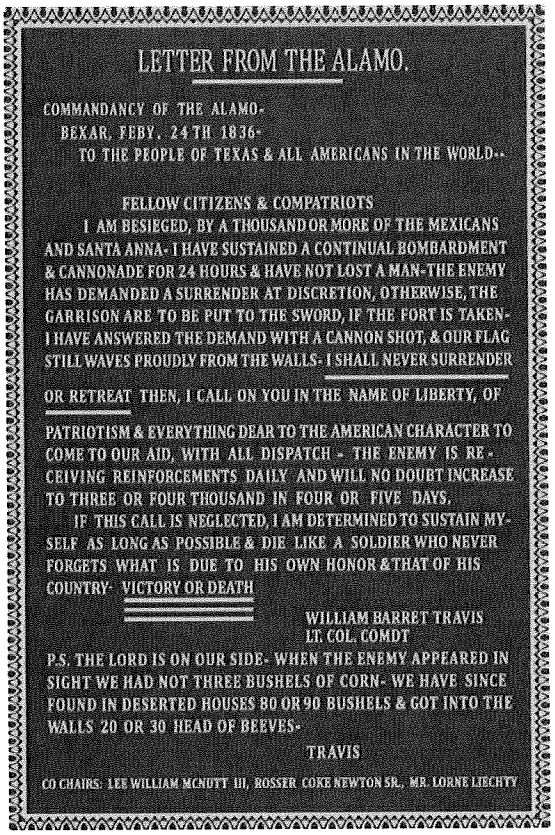
This is an important and worthwhile job.

Please reply to this email and let us know you are committed to everything in this communication.

Thank you!

Dr. Danny P. Reeves
Mobile: (903)-641-8840
Email: dannyreeves524@gmail.com

L. William "Bill" McNutt
Mobile: (214)-537-9311
Email: mcnuttlw@gmail.com
LinkedIn: www.linkedin.com/in/lee-w-mcnutt



LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-
BEXAR, FEBY. 24TH 1836-
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN-THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN- I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RECEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

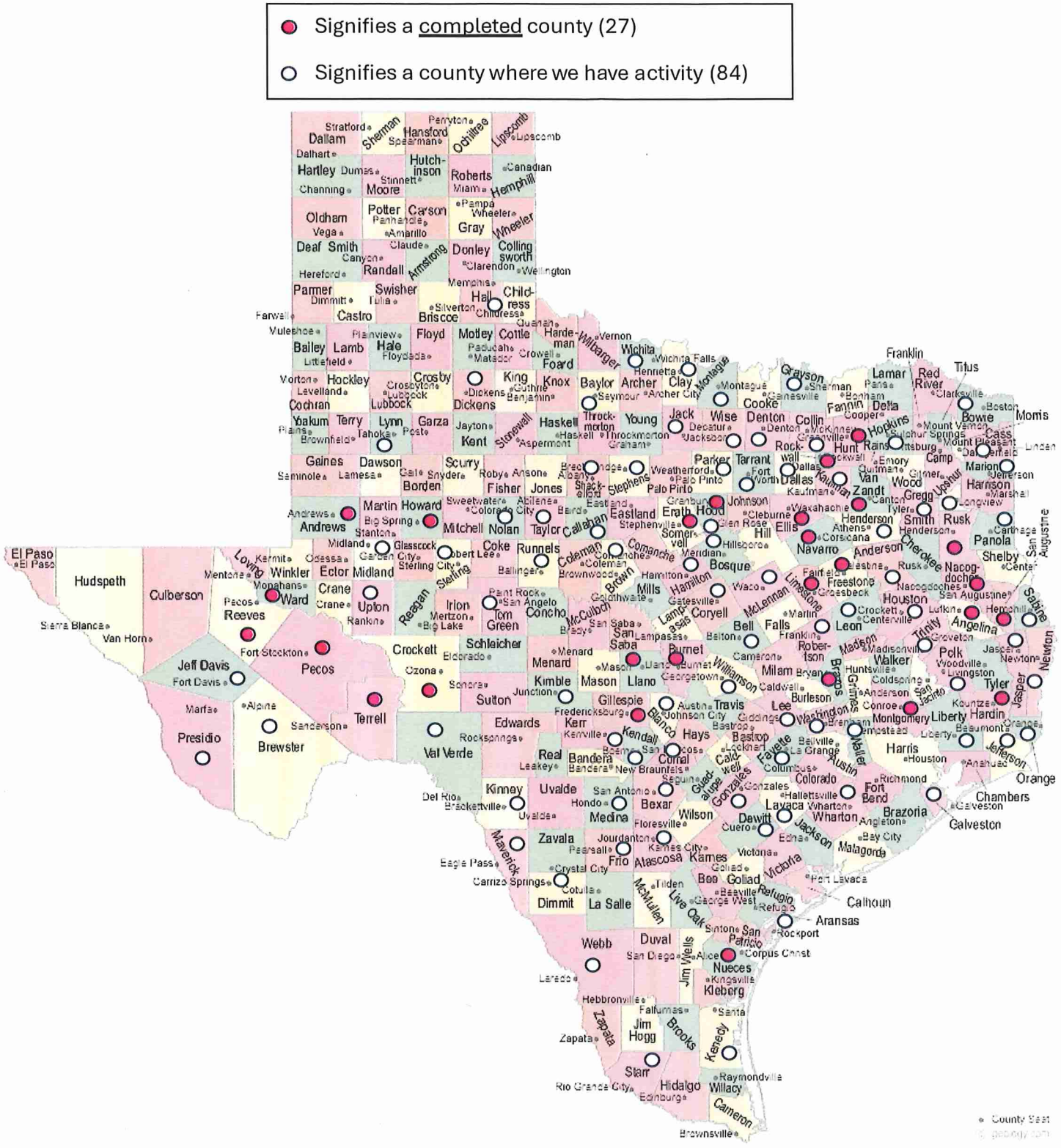
IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY- VICTORY OR DEATH

WILLIAM BARRET TRAVIS
LT. COL. COMDT

P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES-

TRAVIS

CO CHAIRS: LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR., MR. LORNE LIECHTY


Signifies a completed county (27)
Signifies a county where we have activity (84)
County Seat

AGENDA REQUEST
(GENERAL)

Agenda Item 6.

Meeting Date: 12/08/2025
Item Title:
Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Atascosa Historical Commission: Discuss and/or take appropriate action to approve the 2025-2026 Atascosa County Historical Commission Roster.

ATTACHMENTS
information

County Historical Commission Appointee Roster 2025-2026 Term of Service

Please email completed roster to chcoutreach@thc.texas.gov

	Last Name	First Name	Mailing Address	City	County	Zip Code	Home Phone	Mobile Phone	Primary Email
CHC Chair	Gonzales	Martin	2670 Strawberry City Rd	Poteet	Atascosa	78065	830-480-2741		historicalcommission@atascosacounty.texas.gov
Marker Chair	Same as above								
Cemetery Chair	Same as above								
	Please list the remaining appointees in alphabetical order.								
	Bujol	Arcol	3688 State Hwy 132 N	Lytle	Atascosa	78052		210-912-4187	arcolbujol@gmail.com
	Castillo	Gloria	1114 N. Main St.	Pleasanton	Atascosa	78064		830 507-4685	glorialcastillo51@gmail.com
	Cude**	Weldon	#1 Courthouse Circle Dr.	Jourdanton	Atascosa	78026	830 769-3093	830-200-8744	countyjudge@atascosacounty.texas.gov
	Donato	Guadalupe	3794 East FM 476	Poteet	Atascosa	78065		830 783-7272	msguadalupe1228@gmail.com
	Emery	David	19040 N Benton St	Lytle	Atascosa	78052	830-276-0403		dhemery69@hotmail.com
	Foster	Kevin	685 FM 1784	Pleasanton	Atascosa	78064	830-391-1171		kevin.foster@att.net
	Garcia	Jose Antonio	1114 Fairview Rd	Pleasanton	Atascosa	78064	210-908-0883		jagarcia004@yahoo.com
	Garza	Benito	912 Houston St.	Pleasanton	Atascosa	78064	830-569-7799		bgarza1876@gmail.com
	Huizar	Erlinda	813 Palm St	Jourdanton	Atascosa	78026	210-415-7065		mgmommies@yahoo.com
Treasurer	Kvapil	Millie	309 Yorktown	Pleasanton	Atascosa	78064	830 569-2818		lipavk60@net0.net
	LaPorte	Jerome	Po Box 607	Leming	Atascosa	78050	830-660-9022		JLblackjack19@gmail.com
Secretary	Leal	Linda	Po Box 15/ 1003 Commerce Unit B	Pleasanton	Atascosa	78064	210-322-5137		lhmsociety2023@outlook.com
	Mitchell	Camilla	P.O. Box 335	Pleasanton	Atascosa	78064	830 569-2825	210 489-0179	camillamitchell@sbcglobal.net
	Morrell	Eric	3780 Eichman Road	Poteet	Atascosa	78065	830 742-9036	210 563-0992	bufe_coker@yahoo.com
Vice-Chair	Porter	Norman, Jr.	P.O. Box 503	Pleasanton	Atascosa	78064	830 569-5874	830 570-1136	nporter@hughes.net
	Reichert	Lester	704 Poplar	Jourdanton	Atascosa	78026	830 769-3800	210 381-4282	rangerlester@yahoo.com
	Reynolds*	Mike	8607 Timber Light	San Antonio	Bexar	78250	210 680-7120	210 422-8172	Reynoldsr@sbcglobal.net
	Thompson	Cregg	PO Box 928	Charlotte	Atascosa	78011	830-480-6812		constable3@atascosacounty.texas.gov
	Torrentera	Sara	515 Big Leaf Rd	San Antonio	Atascosa	78264	210-668-9869		sara.torrentera@my.utsa.edu
	Troell*	Arthur	P.O. Box 392	Pleasanton	Atascosa	78064	830 281-6471		art.patsytoell@gmail.com
	Van Curan	Britni	214 Colony Dr	Pleasanton	Atascosa	78064	512-718-5274		britni.vancuran@yahoo.com
	Zuhlke	Laura	1087 Stacey Rd	Poteet	Atascosa	78065		713-299-5397	landdzuhlke@att.net

*- Emeritus

**- Ex Oficio

AGENDA REQUEST
(GENERAL)

Agenda Item 7.

Meeting Date:	12/08/2025
Item Title:	2026-2027 Fire Service Contracts
Submitted For:	Mike Pansza, EMC/OEM

Discuss and/or take appropriate action concerning:

Mike Pansza: EMC/OEM:	Discuss and/or take appropriate action concerning approving the FY 2026-2027 Fire Service Contract for the City of Pleasanton Fire Department, Ata-Bexar VFD, Blackhill VFD, Campbellton "Paisano" VFD, Charlotte VFD, Christine VFD, Jourdanton VFD, Leming VFD, Poteet VFD, and Rossville VFD.

ATTACHMENTS

ILA Pleasanton FD

INTERLOCAL AGREEMENT BETWEEN ATASCOSA COUNTY, TEXAS, AND THE CITY OF PLEASANTON, TEXAS, FOR FIRE PROTECTION AND FIRST RESPONDER SERVICES

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the **County of Atascosa** (the "County") and the **City of Pleasanton** (the "City"), each a local government and political subdivision of the State of Texas, and each acting by and through its duly elected officials for the purpose of providing fire protection services to the residents and businesses located in the County. The untCounty and the City are sometimes collectively referred to in this Agreement as the "**Parties**" or individually as a "**Party**."

WITNESSETH:

WHEREAS, under the laws and Constitution of this State, the Parties are authorized to provide fire protection services to the residents and businesses within their respective jurisdictions; and

WHEREAS, Chapter 352 of the Texas Local Government Code authorizes the commissioners court of a county to furnish fire protection and fire-fighting equipment to the residents of the county who live outside of municipalities and to contract with the governing body of a municipality located within the county to use fire trucks or other fire-fighting equipment that belongs to the municipality when furnishing fire protection and fire-fighting equipment to the residents of a county who live outside of municipalities; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperation agreements between local governmental entities for the purpose of performing governmental functions and services, such as fire protection; and

WHEREAS, the County and the City find that entering into an interlocal cooperation agreement for the provision of fire protection services allows for the full and effective utilization of resources available to the County and the City, serves a public purpose for all Parties, and is necessary for the prompt and efficient rescue, care, and treatment of persons victimized or threatened by fire and other emergencies in Atascosa County; and

WHEREAS, the County and the City desire to enter into an interlocal cooperation agreement for the provision of fire protection services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I.
PURPOSE

The purpose of this Agreement is to provide fire protection services to the residents and businesses in that area located in Atascosa County, more particularly described in **Exhibit "A"**

attached hereto and included herein for the purpose of establishing the "Designated Service Area" and as shown by the official Fire Protection Zone Map on file with the Atascosa County Clerk in Jourdanton, Texas.

ARTICLE II.
DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

FIRE ALARM: Any request for emergency Fire Services as required hereunder.

FIRE FIGHTING EQUIPMENT: The vehicles and protective clothing designed and used in fire protection and suppression activities hereunder. Vehicle includes all fire suppression vehicles and all related materials normally carried on or utilized by these vehicles, including, but not limited to, hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-out jackets and pants, hazardous materials suits, and similar personal protective equipment.

FIRE SERVICES: Fire protection and suppression, fire prevention, hazardous materials control and abatement, rescue, and other emergency and non-emergency services provided to the public as necessary, including First Responder response for emergency medical services within the unincorporated portion of the Designated Service Area.

FIRST RESPONDER: A public safety employee or volunteer whose duties include responding rapidly to an emergency, including but not limited to, peace officers, fire protection personnel, firefighters, emergency medical services personnel, and emergency response operators and dispatchers.

FIREFIGHTER: A person, at least nineteen (19) years of age, who meets the criteria set forth by the Texas Commission on Fire Protection, is certified as an emergency care attendant or higher by the Texas Department of State Health Services, and is an employee of the City.

NIMS: The National Incident Management System ("NIMS"), as promulgated by the Federal Emergency Management Agency ("FEMA") of the U.S. Department of Homeland Security.

TRAINING PROGRAM: A program consisting of a minimum of twenty (20) hours per year, utilizing criteria set forth by the Texas Commission on Fire Protection for firefighters.

ARTICLE III.
TERM

EFFECTIVE DATE: The Effective Date of this Agreement shall be January 1, 2026, and January 1st of each Renewal Term thereafter, if any.

INITIAL TERM: The Initial Term of this Agreement shall be for a period of one (1) calendar year beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated under Article XI.

RENEWAL TERM: While this Agreement will not automatically renew, the Parties may agree to renew and/or extend the term of this Agreement (each year an individual "Renewal Term"), subject to the discretion of the governing body of each Party, as evidenced by an affirmative vote as recorded in its official minutes, and provided that the County certifies that it has sufficient current revenues available on the Effective Date of any Renewal Term to make all payments required by this Agreement in accordance with §791.011(d) of the Texas Government Code. For any Renewal Term:

A. All terms of this Agreement shall continue in full force and effect and remain binding on each Party during each Renewal Term, unless otherwise agreed and amended in writing.

B. Each Party shall notify the other of its intent to renew and/or extend the term of this Agreement within sixty (60) days of the expiration of the Effective Date.

C. In preparation for renewal, the Parties will meet at least sixty (60) days before the termination date of this Agreement to discuss any proposed changes to the Designated Service Area and/or the Fire Services anticipated and generate a report that, at a minimum, includes the projected growth for the City and the County and a projected estimate of the annual cost of renewal.

D. The City acknowledges that the County typically adopts the budget for its next fiscal year in September. To facilitate the County's reasoned consideration of its financial obligations under this Agreement and to support timely inclusion in the County's budget for the next fiscal year, the City agrees to present any change, whether an increase or a decrease, in the compensation required under this Agreement to the County no later than June 30th of any year. If the City fails to present any change in compensation on or before June 30th, the County may presume that there will be no change in compensation for the next Renewal Term.

ARTICLE IV.
OBLIGATIONS OF THE CITY

The City represents and warrants that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and perform the services the City is obligated to perform hereunder.

For the benefit of those persons residing in the Designated Services Area, it shall be the obligation of the City to provide and perform the following to the County:

RESPONSE

A. Monitor the Fire Alarm, alert system, and/or radio system on a 24-hour per day, seven-day per week basis and respond to emergencies within the Designated Services Area.

B. Respond to emergencies when dispatched on the same priority, under the same response protocols, and without a reduction of the nature or quality of response as provided to the residents and businesses of the City, as if the Designated Services Area were located within the City limits; provided that the City reserves the authority to request that other agencies provide mutual aid or other assistance in providing these services on a call-by-call basis.

C. Use the NIMS Incident Command System ("ICS") when responding to emergencies that require equipment or personnel from the City, utilizing standard terminology, established reporting relationships, and defined organizational support structures and procedures.

TRAINING

A. Ensure that all Firefighters rendering services under this Agreement are properly trained and remain current with all necessary certifications.

B. Maintain a continuing training program, and, at a minimum, arrange for:

    a. All Firefighters to complete the most current version of the FEMA NIMS Training Matrix;

    b. All incident personnel working within the ICS to complete modules IS-100 and IS-700 of the NIMS Training Program.

    c. All supervisory personnel working within the ICS to complete modules IS-800 and IS-200 of the NIMS Training Program, in addition to all other mandatory courses; and

    d. All Firefighters to complete all regular training required by the City's Human Resources Department.

ADMINISTRATIVE TASKS

A. Assist the County in fire prevention programs.

B. Use all best efforts to ensure that, to the greatest extent possible, adequate personnel are available to respond to each Fire Alarm or emergency to which the City is dispatched hereunder.

C. Comply with all applicable laws, rules, and regulations related to each Fire Alarm received, and maintain records of each emergency and non-emergency response provided to the County under this Agreement, in accordance with applicable law.

D. Adopt and maintain standard operational guidelines, including, but not limited to, the FEMA NIMS and local personnel manuals, to ensure that individuals performing services under this Agreement operate in a safe, standardized, appropriate, courteous, professional, and respectful manner.

E. Maintain appropriate and adequate liability, casualty, automobile, workers' compensation, or other insurance necessary to comply with the Texas Tort Claims Act or other applicable law, statute, rule, or regulation. The City shall maintain workers' compensation insurance as required by law for all of its employees or volunteers performing under this Agreement.

F. Ensure that all current and future applicants for Firefighter provide an appropriate criminal history and a three-year driving record before they are accepted as employees of the City.

G. Allow the County or its authorized representatives to inspect, upon request and reasonable notice, the Firefighting Equipment and related facilities used by the City in its performance under this Agreement.

ARTICLE V.
OBLIGATIONS OF THE COUNTY

A. In consideration of the terms of this Agreement, the County shall pay to the City Thirty-two Thousand Dollars ($32,000.00) for the provision of the Fire Services described herein, which the Parties agree is a reasonable sum.

B. The County shall pay this sum to the City in two equal increments, the first being due and payable no later than January 31, 2026, and the second being due and payable no later than July 31, 2026. For any Renewal Term, the County shall pay the sum of the Renewal Agreement in two equal increments on or before January 31st and July 31st of any calendar year.

C. In accordance with Texas Government Code §791.011(d)(3), the County certifies that any payments required under this Agreement or in any Renewal Term will be made only from current revenues available to the County.

ARTICLE VI.
EQUIPMENT AND PERSONNEL

A. The City shall provide all necessary equipment, vehicles, and personnel to support the Fire Services specified in this Agreement.

B. Neither Party shall accrue any equity or ownership interest in any vehicles or equipment currently owned or later acquired by the other Party, nor is any Party under an obligation to provide or acquire vehicles or equipment to or on behalf of the other Party for the performance of this Agreement.

C. Unless otherwise required by law, nothing in this Agreement shall be construed as making either Party responsible for the payment of compensation and/or any benefits, including health, property, motor vehicle, workers' compensation, disability, death, or dismemberment insurance for the other Party's employees or equipment.

D. Unless otherwise required by law, nothing contained in this Agreement shall be construed as making the County responsible for wages, materials, logistical support, equipment, insurance, or related travel expenses incurred by the City or its Firefighters.

E. Nothing in this Agreement shall be construed as giving the County the right to direct or control the City in the provision of Fire Services, including its ability to determine the supply or number of Firefighters or equipment necessary or available for the City's faithful execution of this Agreement.

ARTICLE VII.
REPORTS

A. The City shall maintain accurate reports of each incident to which it responds under this Agreement, in accordance with law, all of which will be subject to inspection by the County.

B. The Parties acknowledge and agree that the timely inspection and production of reports serves the best interests of each Party. The County may visually inspect reports during the City's customary business hours, upon reasonable request. In response to a request for the physical production of reports or other information related to the performance of this Agreement, the City will produce any responsive information within ten (10) days of a request, provided that the City will use its best efforts to answer within a shorter time if requested by the County and if feasible.

C. In each month and in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City will provide the County with a monthly activity report at one of the regular meetings of the Atascosa County Commissioners Court.

D. The County will promptly notify the City if a report is necessary or required for a special-called meeting of the Atascosa County Commissioners Court to support the City's timely response in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

E. Nothing in this Agreement shall be interpreted to require the City to provide information that is in violation of applicable confidentiality laws.

ARTICLE VIII.
LIABILITY

A. In accordance with §791.006(a-1) of the Texas Government Code, the Parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, is the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual performing such acts. This specifically includes, but is not limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The Parties agree that the assignment of liability described in this Article VIII is intended to be different than liability otherwise assigned under §791.006(a) of the Texas Government Code.

B. It is expressly understood and agreed that the County and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to either against claims arising in the exercise of their governmental powers and functions, or that might otherwise be available at law or in equity. The provisions of this section will survive the expiration or early termination of this Agreement. Neither Party will be responsible for claims arising out of the sole negligence of the other Party, including the sole negligence of the other Party's employees or volunteers, while in any manner furnishing services under this Agreement.

C. The County reserves the right to terminate this Agreement and/or withhold a portion of the payment if the County, in its sole discretion, determines that the City's Firefighters or other agents are not performing their duties and obligations in a safe and appropriate manner.

D. Nothing in this Agreement shall be deemed or construed to create a joint venture between the County and the City.

ARTICLE IX.
VIOLATION OF AGREEMENT; DISPUTE RESOLUTION

A Party must notify the other Party of any alleged violation of this Agreement in writing. Within thirty (30) days following receipt of the written notice, the violating Party shall correct the alleged violation and provide the other Party with written confirmation that the violation has been

corrected. If the Party contends that the alleged violation has not occurred or that any act or omission does not constitute a violation, it shall provide a written objection to the other Party of its contention within ten (10) days following the date of receipt of the notice of violation.

The Parties shall attempt to resolve any disputes informally. If informal dispute resolution is unsuccessful, the Parties may agree to submit the matter to the formal alternative dispute resolution procedures as identified in Chapter 2009 of the Texas Government Code.

ARTICLE X.
NON-PAYMENT FOR SERVICES BY COUNTY; RIGHTS OF CITY

If the County has not fully paid the City as set forth herein, and assuming payment has not ceased due to a violation of this Agreement by the City, the City shall provide written notice to the County Judge of the County's failure to properly pay for the services provided hereunder. The County, within thirty (30) days following receipt of the notice, shall correct the deficiency or, if the County contends the City has been paid as provided for herein, it shall provide a written accounting to the City supporting its contention within ten (10) days following the date of the notice of non-payment. If, after this notice and opportunity to cure, the City is not fully paid as set forth herein, the City may immediately terminate this Agreement.

ARTICLE XI.
TERMINATION OF AGREEMENT

In addition to the natural expiration of this Agreement, the Parties may terminate this Agreement:

A. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the City and County, as evidenced by a written termination agreement.

B. By Either Party. This Agreement may be terminated at any time for convenience or fault upon thirty (30) days' written notice to the other Party.

ARTICLE XII.
GENERAL PROVISIONS

A. Anti-Contra Proferentem Clause. The Parties and/or their respective legal counsel have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such Party and/or its legal counsel was the drafter thereof. In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

B. Assignment. This Agreement may not be assigned without the prior written consent of both Parties, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.

C. Attorney's Fees. In any action brought to enforce the provisions of this Agreement, each Party agrees that it will pay its own attorney's fees and costs regardless of the result.

D. Authority to Contract. Each individual signing this Agreement represents and warrants that the individual is authorized to sign on behalf of the Party and to bind the Party to perform the duties and obligations contained herein. Each Party hereby certifies to the other that the authority to enter into this Agreement has been granted via an order, resolution, or another action supported by a proper affirmative vote made in accordance with Chapter 551 of the Texas Government Code, which is recorded in the official minutes of the governmental body.

E. Binding Agreement. This Agreement is not effective unless it is in writing and signed by both Parties. When this Agreement is signed and delivered by the Parties, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

F. Captions, Headings, and Interpretation. The headings or captions of the various paragraphs of this Agreement are for convenience only, and shall not define, interpret, affect, or prescribe the meaning and interpretation of the provisions of this Agreement. Throughout this Agreement, except where the context requires otherwise, the masculine usage of a term shall be construed to include the feminine, and vice versa, and the singular number shall be deemed to include the plural, and vice versa.

G. Compliance with Laws and Changes in Law. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations that affect the conduct of the Fire Services provided and the performance of the obligations undertaken under this Agreement. The Parties agree that any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (i.e., .pdf or similar format). An executed copy of this Agreement delivered by electronic mail transmission shall be deemed to be an original counterpart hereof for all purposes.

I. Entire Agreement, Amendments, & Integration. This Agreement constitutes the total and complete integration of any and all understandings existing between the Parties and supersedes any prior oral or written agreements, promises, or representations between them. This Agreement may not be amended, altered, modified, or changed in any way, except in a writing that is signed by the Parties and supported by an affirmative vote of the governing body of each Party, as recorded in its official minutes. Any amendment, including renewals, to this Agreement shall be attached to this Agreement and integrated for all purposes, and all the terms herein that are not specifically addressed in the Amendment shall remain in full force and effect.

J. Governing Law. This Agreement, and any dispute or claim arising from this Agreement, shall be governed by the law of the State of Texas, and no consideration shall be given to choice of law rules. Venue shall be proper in a court of competent jurisdiction of Atascosa County, along with its appropriate appellate courts, or, if it has or can acquire jurisdiction, the Western Texas District of the United States District Courts.

K. Limitation of Liability. By entering into this agreement, neither Party waives sovereign immunity defenses, nor any other limitation or defense of liability provided by law or in equity. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act or any other statute.

L. No Third-Party Beneficiaries. This Agreement is made solely and specifically among, between, and for the benefit of the County and the City, and no other person shall have any claim, cause of action, remedy, or right of any kind hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary.

M. Public Information Act. The Parties acknowledge and agree that information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). A Party shall notify the other Party of the receipt of a Public Information Act request in a timely fashion to enable the other Party's timely response. The Parties shall provide all information related to the performance of this Agreement in accordance with the requirements of the Texas Public Information Act or, if unable to do so, provide an appropriate written response identifying the inability to produce the requested information, as required by law. The Parties shall coordinate all ruling requests submitted to the Office of the Attorney General.

N. Notices. Excluding any reporting requirements by the Parties, any notice, demand or other document which either Party is required or may desire to give, deliver to, or make upon the other Party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt

request, postage prepaid, addressed to the Parties at their respective addresses set forth below. Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after the date of mailing.

If to the County:	Atascosa County Judge 1 Courthouse Circle, Ste. 101 Jourdanton, Texas 78026
With a copy to:	Atascosa County Fire Marshall 711 Broadway (for hand delivery only) Jourdanton, Texas 78026
If to the City:	City Manager, City of Pleasanton 108 Second Street (for hand delivery only) P.O. Box 209 Pleasanton, Texas 78064
With a copy to:	Fire Chief City of Pleasanton 316 Airport Road (for hand delivery only) P.O. Box 826 Pleasanton, Texas 78064

Each Party hereto may change its address or designate a different address by giving notice in accordance with the terms above.

O. Severability. If any provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Agreement. The illegal or invalid provision will be deemed severed and stricken from the Agreement as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.

THIS PART IS LEFT INTENTIONALLY BLANK.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed on the ____ day of _____, 2025.

ATASCOSA COUNTY, TEXAS:

_____
Weldon P. Cude
County Judge, Atascosa County, Texas

CITY OF PLEASANTON:

_____
Johnny Huizar
City Manager, City of Pleasanton, Texas

ATTEST:

_____
Theresa Carrasco
County Clerk, Atascosa County, Texas

_____
Andrés Aguirre
City Secretary, City of Pleasanton, Texas

AGENDA REQUEST
(GENERAL)

Agenda Item 8.

Meeting Date: 12/08/2025
Item Title: Jordan Firearm Purchase
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action regarding the purchase of a department issued firearm by Retiring Lieutenant Deputy Sheriff Norma Jordan

In accordance with Texas Government Code 614.051 concerning the purchase of a firearm by an honorably retired peace officer, the Atascosa County Sheriff's Office respectfully requests that the Atascosa County Commissioner's Court approve the sale of a Glock Model 19, Serial Number BRXT653, to retired Lieutenant Deputy Sheriff Norma Jordan.

The Atascosa County Sheriff's Office commissions Lieutenant Deputy Sheriff Norma Jordan and will honorably retire on January 9, 2026. The firearm in question is not classified as a prohibited weapon under Section 46.05 of the Texas Penal Code. The Commissioner's Court will determine the cost of the firearm.

Attached to this request is a copy of Texas Government Code 614.051 for your reference.

ATTACHMENTS
Gov Code

GOVERNMENT CODE

TITLE 6. PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 614. PEACE OFFICERS AND FIRE FIGHTERS

SUBCHAPTER A. LEGISLATIVE LEAVE FOR PEACE OFFICER OR FIRE FIGHTER

SUBCHAPTER D. PURCHASE OF FIREARM OR UNIFORM OF HONORABLY RETIRED, MEDICALLY DISCHARGED, OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. (a) An individual may purchase a firearm from a governmental entity if:

(1) the individual was a peace officer commissioned by the entity;

(2) the individual was honorably retired from the individual's commission by the entity;

(3) the firearm had been previously issued to the individual by the entity; and

(4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.
Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 3, eff. September 1, 2015.

AGENDA REQUEST
(GENERAL)

Agenda Item 9.

Meeting Date:	12/08/2025
Item Title:	287G Reimbursement Program
Submitted For:	Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra:	Discuss and/or take appropriate action to approve the 287(g) Service Agreement between the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement and the Atascosa County Sheriff's Office and approve the creation of a budget line item and an account for the 287(g) Reimbursement Program Funding allocated to the ASCO. The Agreement and Attachments have been reviewed by the County Attorney's Office.

ATTACHMENTS

287(g) Service Agreement
Attachment 3
Attachment 1
Attachment 4
Attachment 5

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
The Atascosa County Sheriff's Office

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement (**"ICE"**), and The Atascosa County Sheriff's Office UEI #/SAM #-SF6EMPL4Z144 for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Atascosa County Sheriff's Office and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer (CO)

Signature: _____

Date: _____

ACCEPTED:

Atascosa County Sheriff's Office
Jake Guerra
Sherriff

Signature: Jake Guerra

Date: 10-4-25

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 10th day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

iv. ERO designee shall verify and validate the service provider's immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly

v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

Combating Trafficking in Persons

(a) *Definitions*. As used in the below article—

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means –

(1) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract, agreement, or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the service provider directly engaged in the performance of work under the agreement who has other than a minimal impact or involvement in performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, which are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract, agreement, or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a service provider or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. The service provider and service provider employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the agreement;

(2) Procure commercial sex acts during the period of performance of the agreement; or

(3) Use forced labor in the performance of the agreement.

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract, agreement, or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract, agreement, or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this Article shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this Article are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The service provider shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the service provider shall not only offer return transportation to a witness at a time

when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this Article apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law, contract, or agreement, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least 5 calendar days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Service Provider Requirements*. The service provider shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this Article; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the agreement, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this Article.

(d) *Notification.* The service provider shall inform the CO immediately of—

(1) (i)Any credible information it receives from any source (including host country law enforcement) that alleges a service provider employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this Article (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that Article is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the service provider has credible evidence of fraud); and (ii)Any actions taken against service provider employees, subcontractors, or subcontractor employees pursuant to this Article.

(2) If the allegation may be associated with more than one contract, the service provider shall inform the CO for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the service provider's failure to comply with the requirements of paragraphs (c), (d), or (f) of this Article may result in—

(1) Requiring the service provider to remove a service provider employee or employees from the performance of the agreement;
(2) Requiring the service provider to terminate a subcontract;
(3) Suspension of contract payments until the service provider has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined service provider non-compliance;

(5) Declining to exercise available options under the agreement;
(6) Termination of the agreement for default or cause, in accordance with the termination Article of this contract; or
(7) Suspension or debarment.

(f) *Mitigating Factor*.

When determining remedies, the CO may consider the following:

(1) Mitigating factors. The service provider had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, which may include reparation to victims for such violations.

(2) Aggravating factors. The service provider failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the CO to do so.

(g) *Full cooperation.* (1) The service provider shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any service provider rights arising in law, the FAR, or the terms of the agreement. It does not-

(i) Require the service provider to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the service provider, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the service provider from-

(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the agreement or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the agreement that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The service provider shall maintain a compliance plan during the performance of the agreement that is appropriate-

(i) To the size and complexity of the agreement; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following.

(i) An awareness program to inform service provider employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this Article, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the service provider or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this Article) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The service provider shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the service provider's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the service provider shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The service provider shall provide the compliance plan to the CO upon request.

(5) Certification. Annually after receiving an award, the service provider shall submit a certification to the CO that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this Article and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the service provider's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this Article have been found, the service provider or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The service provider shall include the substance of this article, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this Article apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this Article to submit a certification, the service provider shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this Article.

TITLE 29—LABOR

This attachment is updated as of June 2022. The standards for Title 29, Part 4, Subpart A can be found at https://www.ecfr.gov/current/title-29/subtitle-A/part-4/subpart-A.

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding $2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after

such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)

(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and

fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the

information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.
(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
(iii) The number of daily and weekly hours so worked by each employee.
(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(l)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the

contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)

(1) As used in these clauses, the term service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class	Monetary wage-fringe benefit

(l)

(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime

contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than

the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Paragraph	OMB Control No.
(b)(2)(iv)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1),(2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

A. Information Governance and Privacy

PRIVACY REQUIREMENTS FOR CONTRACTOR AND PERSONNEL

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at https://www.dhs.gov/system-records-notices-sorns. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at https://www.govinfo.gov that replaced the FDsys website in December 2018. SORNs may be updated at any time.

Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the contractor shall perform all tasks described in this document at authorized Government facilities; the contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and

(3) termination of any technological access to the contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Contractor's Commercial License Agreement and Government Electronic Information Rights

Except as stated in the Performance Work Statement and, where applicable, the contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required Contractor Personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

B. Data Ownership

1. **Accessibility of Government-owned Data**
   All stored program data associated with this acquisition shall be owned by the Government. As such, it shall be made accessible to the Government in accordance with the Minimum Data Access Capability described below. This accessibility is required to allow full data transparency, flexibility in performing data analytics, and integration with data from other government programs.

   In addition to the Minimum Data Access Capability, the Government prefers, but does not require, that program data be accessible via Enhanced Access Capabilities as described below.

   Definition of **"program data"**: Program Data refers to <u>any</u> data resulting from ICE and DHS organizational activity. Examples of such data include but are not limited to administrative data resulting from human resource, management, and financial actions, as well as operational data resulting from performance of the ICE mission.

   Definition of "**associated with this acquisition"**: Program Data is associated with an acquisition if it is created by DHS organizational activity that is facilitated by the contractor. Examples of how a contractor might facilitate organizational activity follow:
   - Program data is stored by contractor personnel
   - Program data is stored by software that is managed, developed, or used by the contractor

- Program data is stored in a repository that is managed, developed, or used by the contractor

2. Minimum Data Access Capability

- The current version of all Program Data is accessible to the Government within 24 hours of request, as well as on any pre-defined schedule as required by the Government.

  Data access can occur by various means, provided that Government security requirements are met, and data is accessible in a format that is acceptable to the Government. Examples include but are not limited to APIs that are consumable by the Government, files made available for Government download (e.g., Excel Spreadsheets), or direct database query by federal or contractor personnel.

- The contractor shall format program data accessed by the Government to anticipate the maximum file size of any data to be accessed. File size shall be small enough to assure rapid processing by government applications.

- The contractor shall provide the means for the Government to interpret accessible Program Data as follows:

  - Data elements and groupings of data elements shall be clearly identifiable by labels embedded in the data itself, or by a separate schema or file layout which allows such elements and groupings to be identified.
    In the case of a relational database schema defined through Data Definition Language (DDL), data elements would be represented as columns, and groupings of data would be represented as tables. In addition, relationships between tables would be described as foreign key relations.
  - Labels or names used to identify data elements and groupings of data elements shall be approved by the Government. In addition, each label or name shall be associated with a government approved definition which describes the content of data held therein.
  - Program data delivered to the Government shall conform to the Government approved definition for each data element and grouping of data elements.
  - All data accessible by the Government shall be both machine readable and human-readable in plain text.
  - All reference data associated with Program Data also needs to be accessible to the Government. Such reference data is required to provide complete understanding of a record.

    Reference Data Example: Program data may include a city code which uniquely identifies a city. Reference data associated with a city code may include its name, geographic boundaries, population, median income, etc. This example is provided for clarification of the meaning of reference data and may or may not apply to this specific acquisition. Examples of other reference data codes would include codes representing eye color, gender, country of origin, etc.

3. Enhanced Access Capabilities

The Government prefers that sharing of program data take place via an Application Programming Interface (API) or multiple APIs. APIs allow the Government to efficiently consume data via a widely recognized standard where the data has been completely abstracted from the technology platform that produces it.

In addition, the Government prefers that sharing of program data take place using techniques that enhance efficiency, such as Change Data Capture (CDC). CDC enhances efficiency of data transfer by providing only incremental updates to program data as opposed to providing all program data each time data is shared.

C. Records Management

REC: 1.1: Required DHS Basic Records Management Training: The contractor shall provide DHS basic records management training for all Government contractor employees and Subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the contractor's employees and Subcontractors.

REC 1.2: Federal Records are the Property of the U.S. Government: The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the Contracting Officer or Contracting Officer's Representative to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The Agency owns the rights to all information and records produced as part of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The contractor shall not create or maintain any records containing any Government agency data that are not specifically tied to or authorized by the contract.

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

REC 1.5: Comply With All Records Management Requirements: The contractor agrees to comply with Federal records management laws, regulations, and Agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management By Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

REC 1.7: Return of all Federal and Agency Records: Upon termination or expiration of the contract, the Contractor must return all Federal and Agency records created or maintained as part of the contract. These records must be returned to the Contracting Officer, Contracting Officer's Representative, or other Designated Agency Representative in a format that ensures they are accessible to the Agency without the use of proprietary software that requires the Agency to engage in additional acquisition or procurement actions.

REC 1.8: Submission of a Records Plan: Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

a. A statement acknowledging awareness of relevant General Records Schedules (GRS); DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: Records Control Schedules | National Archives)
b. A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
c. A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
d. A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted during a records assessment and/or inspection.

The Records Plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

D. Compliance with DHS Security Policy Terms and Conditions:

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

E. Security Review Terms and Conditions

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

F. Contractor Employee Access (July 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

> (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
>
> (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans,

contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

G. Safeguarding of Controlled Unclassified Information (July 2023)

(a) *Definitions*. As used in this clause—

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an

individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not

available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on *https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules*. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Unique Entity Identifier (UEI);
(ii) Contract numbers affected unless all contracts by the company are affected;
(iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
(v) Contracting Officer POC (address, telephone, and email);

(vi) Contract clearance level;
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
(viii) Government programs, platforms, or systems involved;
(ix) Location(s) of incident;
(x) Date and time the incident was discovered;
(xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
(xii) Description of the government PII or SPII contained within the system; and
(xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections;
(ii) Investigations;
(iii) Forensic reviews;
(iv) Data analyses and processing; and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization*. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and

information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

(h) *Authority to Operate*. The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(i) *Security Authorization Package*. The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment*. Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at *https://csrc.nist.gov/publications/sp*. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2015 DHS Information Security Performance Plan, or successor publication, accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*. The plan is updated on an annual basis.

Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.

(End of clause)

Notification of Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);
(ii) Date of birth (month, day, and year);
(iii) Citizenship or immigration status;
(iv) Ethnic or religious affiliation;
(v)Sexual orientation;
(vi) Criminal history;
(vii) Medical information; and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(i) A brief description of the incident;
(ii) A description of the types of PII or SPII involved;
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
(iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring;
(ii) Daily customer service;

(iii) Alerts provided to the individual for changes and fraud; and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
(iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

Information Technology Security Awareness Training (July 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable

for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

Privacy Training – Alternate I (DEVIATION)(July 2023)

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A–130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

287(g) ERO - Electronic Payment Request

Please fill out in green below

Requisition Number:

ALC: **70-19-1512**

Date:

Appropriation Remarks 1 (Bank's Name):

Appropriation Remarks 2 (Street Address):

Appropriation Remarks 3 (City, State, Zip):

Appropriation Remarks 4 (POC Name and Phone #):

Beneficiary (Agency) Name:

Beneficiary Bank:

Depositor Account Number (Receiving Bank):

Receiving Bank ABA:

Product Code (BTR/CTR):

RFB (Please submit incoming wire transfer fee):

Beneficiary Bank ABA:
BBK Remarks:

Payee Remarks 1:

Payee Remarks 2:

Payment Amount (Stipend Amount Only):

Type Code: **10**

Payee ID/TIN: **432000174**

OI POC This Request:

ACCS Funding String:

If **no seizure** is tied to the case, please include funding string to be used above depending on which category the case falls under (Example: National Security, Financial, or Smuggling/Public Safety Investigation). **If there **is a seizure** tied to the case, I will fill in the ACCS funding string.

AGENDA REQUEST
(GENERAL)

Agenda Item 10.

Meeting Date:	12/08/2025
Item Title:	Sheriff - Trade-in
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action to approve the trade-in of the Atascosa County Sheriff's 1999 Navistar Unit for $12,000.00 to The Armored Group.

AGENDA REQUEST
(GENERAL)

Agenda Item 11.

Meeting Date:	12/08/2025
Item Title:	Purchase of Armored Carrier
Submitted For:	Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra:	Discuss and/or take appropriate action to approve the Resolution of Atascosa County Commissioners' Court authorizing the Sole Source Purchase of the purchase of a 2007 GPV Armored Personnel Carrier Ford F-750 at a value of $111,850.00. Less approved trade-in for the 1999 Navistar of $12,000.00. Total Cost: $99,850.00. Quote #: JJ251117A. This will be a small, sole-source purchase. .

Recommendation/Action Requested and Justification

Approve purchase of a 2007 GPV Armored Personnel Carrier.

ATTACHMENTS

GPV APC
Documents for purchase
Resolution Sole Source
Sole Source Letter

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

(GPV Shown Above is Actual Vehicle)

Issued To:
Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton, TX 78026
Deputy Chief Eric Kaiser
Phone: 830-769-3434 x2258
Email: ekaiser@acso-tx.org
Quote #: JJ251117A

Issued By:
Jeremy Johnson
Director, Law Enforcement Division
Phone: 817-291-4956
Email: jeremy@armoredcars.com

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

I. Drivetrain

A. Ford F-750

B. Caterpillar C7 300HP engine.

C. Allison 5 speed transmission

D. Michelin run flat tires (X6)

E. 3-12 Volt batteries

F. Four wheel drive system

II. Specifications

A. Curb weight: 24,600 lbs.
B. Ground clearance: 11.375”
C. Max speed: 75 mph
D. Fuel capacity: 108 Gallons

III. Ballistic Capabilities

A. NIJ level IV

a. Includes all glass, body and doors.

IV. NBC Overpressure system (This will be removed)

A. Nuclear, Biological and Chemical

1. Use of positive pressure to blow air through cabin filters

2. Pressure differential of air will be from the safe area (Cabin) outward to the environment.

3. Prevents the ingress of toxins

4. Operators may still be required to wear approved SCBA equipment.

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

V. **Deployment/Tactical Considerations**

A. 10 Weapon ports (2 rear, 8 side)

B. 2 + 10 Seating

C. 36" Water fording capable

D. Adjustable running boards with handrails

E. Hydraulic Ram

F. Emergency light bar, wig-wags, (2) overhead searchlights

G. 16,500 Electric winch

H. PA system

I. Camera system:

A. Internal display monitor

B. External thermal cameras-Front/rear

C. Optic cameras-Front/rear

J. Ring mount turret with weapon port and ballistic glass vision block.

A. Interior turret platform for height adjustment/

Items Addressed on GPV

- **Relace glass 15 pieces**
- **Rear AC**
- **PA and Siren**
- **Paint floor replace rubber matting**
- **Replace seat latches**
- **Carpet wall and ceiling**
- **Door seals**
- **Service all gun ports**
- **Replace 6 batteries AGM**
- **Paint GPV Black**

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

PRICING

GPV:	**$111,850.00**
1999 Navistar Trade:	**($12,000.00)**
Total:	**$99.850.00**

Payment Terms Preferred: 50% Deposit with remaining 50% paid at time of shipment or acceptance.

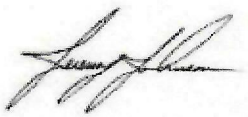
Payment Terms Accepted: Net 30

*Price does not include freight to Atascosa County Sheriff's Office

-GPV Can be Picked-Up at our Dallas, TX Armoring Facility

*Price does not include sales tax (The Armored Group does not collect sales tax)

*No Warranty is implied or expressed. Unit is bought where is as is



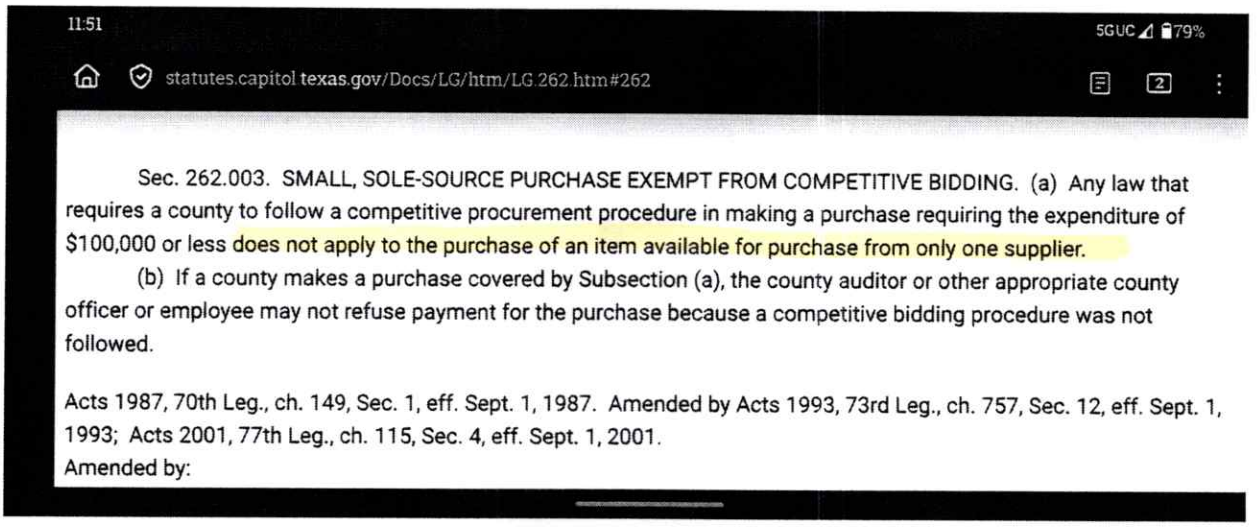
November 17, 2025

Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

_____ _____, **2025**

Authorized Signature
Atascosa County Sheriff's Office

Tracy & Molly



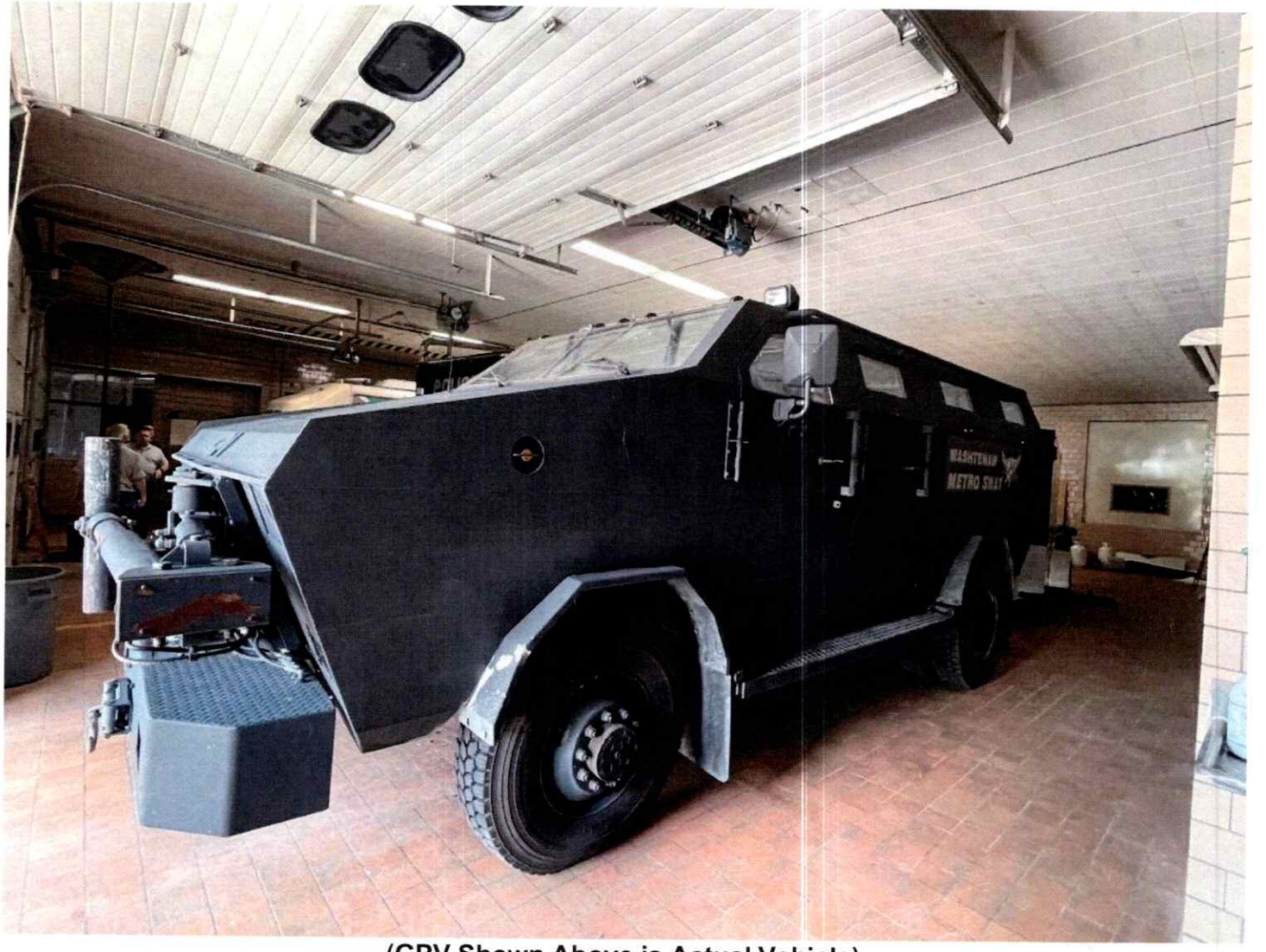
Per Sheriff —

There is "No other used" Armoured Personnel Carrier Available for purchase with this few miles And this New for this price $.

Vendor is Available on Buy Board for "New" Vehicles only

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier



(GPV Shown Above is Actual Vehicle)

Issued To:
Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton, TX 78026
Deputy Chief Eric Kaiser
Phone: 830-769-3434 x2258
Email: ekaiser@acso-tx.org
Quote #: JJ251117A

Issued By:
Jeremy Johnson
Director, Law Enforcement Division
Phone: 817-291-4956
Email: jeremy@armoredcars.com

THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

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THE ARMORED GROUP

2007 GPV Armored Personnel Carrier

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E. Hydraulic Ram

F. Emergency light bar, wig-wags, (2) overhead searchlights

G. 16,500 Electric winch

H. PA system

I. Camera system:

A. Internal display monitor

B. External thermal cameras-Front/rear

C. Optic cameras-Front/rear

J. Ring mount turret with weapon port and ballistic glass vision block.

A. Interior turret platform for height adjustment/

Items Addressed on GPV

- **Relace glass 15 pieces**
- **Rear AC**
- **PA and Siren**
- **Paint floor replace rubber matting**
- **Replace seat latches**
- **Carpet wall and ceiling**
- **Door seals**
- **Service all gun ports**
- **Replace 6 batteries AGM**
- **Paint GPV Black**

2007 GPV Armored Personnel Carrier

PRICING

GPV:	**$111,850.00**
1999 Navistar Trade:	**($12,000.00)**
Total:	**$99.850.00**

Payment Terms Preferred: 50% Deposit with remaining 50% paid at time of shipment or acceptance.

Payment Terms Accepted: Net 30

*Price does not include freight to Atascosa County Sheriff's Office

-GPV Can be Picked-Up at our Dallas, TX Armoring Facility

*Price does not include sales tax (The Armored Group does not collect sales tax)

*No Warranty is implied or expressed. Unit is bought where is as is

November 17, 2025

Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

_____ _____, **2025**

Authorized Signature
Atascosa County Sheriff's Office

Resolution No. _____

A RESOLUTION OF ATASCOSA COUNTY COMMISSIONERS' COURT AUTHORIZING SOLE SOURCE PROCUREMENT

WHEREAS, the Commissioners' Court of Atascosa County recognizes the need to procure an Armored 2007 GPV Seargent Ford F750 vehicle to fulfill its operational requirements; and

WHEREAS, under , Tex. Local Gov't Code § 262.024. a county may exempt purchases from competitive bidding if the item is available from only one source, including items protected by patents, copyrights, or natural monopolies ; Tex. Local Gov't Code § 262.024, Tex. Local Gov't Code § 252.022; and

WHEREAS, the Commissioners' Court of Atascosa County has determined that an Armored 2007 GPV Seargent Ford F750 vehicle is available from only one source due to technical specifications and operational equipment needs; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners Court of Atascosa County, that:

1. The procurement of Armored 2007 GPV Seargent Ford F750 vehicle from The Armored Group, LLC is hereby authorized on a sole source basis, as it has been determined that no other source can meet the requirements of the Atascosa County Sheriff's Office without substantial increase of cost and/or unacceptable delay.

2. The Atascosa County Sheriff's Office shall ensure compliance with all applicable federal and state laws on behalf of the Commissioners' Court for the sole source purchase.

3. This resolution shall take effect immediately upon its adoption.

Adopted this 8th day December 2025, by the Commissioners' Court of Atascosa County.

_____
Weldon P. Cude, County Judge

Attest:

_____
Theresa Carrasco, County Clerk

THE ARMORED GROUP

December 1, 2025

Deputy Chief Eric Kaiser
Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton, TX 78026
Phone: 830-480-3850
Email: ekaiser@acso-tx.org

Dear Deputy Chief Kaiser:

Subject: Sole Source Justification for 2007 GPV Armored Rescue Vehicle Purchase – Atascosa County Sheriff's Office

This letter serves to provide justification for the sole source nature of the pre-owned 2007 GPV Armored Rescue.

It is highly uncommon for armored tactical vehicles to re-enter the market, as they are typically retained by agencies until they are either rendered inoperable due to extensive wear or are no longer cost-effective to repair. Occasionally, pre-owned units are traded in, such as this particular vehicle. The GPV Seargent vehicle in question, was originally built for the Washtenaw County Sheriff's Office in Michigan and customized according to their specific operational requirements. It was utilized by their tactical team until it was recently traded in for a new BATT – X.

All pre-owned units are truly unique, differing in specifications, armor level, configuration, appearance, model year, chassis make/model, mileage, maintenance history, and more. This unit has some highly useful equipment and characteristics that makes it unique. For instance, it comes with one of the most heavy-duty, multi-angle hydraulic rams I have seen, has multiple cameras with thermal capabilities, rotating turret with armored lid, seating for 14-16 officers, 4x4 chassis, new rear HVAC system, new glass all around, and new tires.

THE ARMORED GROUP LLC
5050 E Red Rock Drive
Phoenix, AZ 85018, USA

Telephone: +1 602 840 2271
www.armoredcars.com

USA CANADA UAE GERMANY INDIA

Below are base specifics on this vehicle:

Year Model:	2007
Vehicle:	GPV Seargent
Chassis:	Ford F750
Engine:	CAT Diesel
Transmission:	Automatic
Armor Level:	NIJ IV+ .50 Cal Ball Ammo
Mileage:	23,xxx Miles
Configuration:	2 + 12/14

This is the only GPV Seargent for sale, that I am aware of, and the only one I have seen for sale in the past 20 years. The Armored Group, LLC is the sole owner and only reseller of this GPV armored rescue vehicle.

Sincerely,

Jeremy Johnson
Director Law Enforcement Division
The Armored Group, LLC

THE ARMORED GROUP LLC
5050 E Red Rock Drive
Phoenix, AZ 85018, USA

Telephone: +1 602 840 2271
www.armoredcars.com

USA CANADA UAE GERMANY INDIA

AGENDA REQUEST
(GENERAL)

Agenda Item 12.

Meeting Date:	12/08/2025
Item Title:	Commissary Express Renewal
Submitted For:	Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra:	Discuss and/or take appropriate action on approval of Commissary Express contract renewal, a three-year agreement, and invoicing to be covered by Atascosa County Inmate Trust Fund pending County Attorney approval.

Recommendation/Action Requested and Justification

Approval of Commissary Express contract renewal.
Pending County Attorney approval.

ATTACHMENTS

CE Contract

County Jail Inmate Commissary Service Agreement

This agreement is made between Sheriff Jake Guerra, on behalf of Atascosa County Sheriff's Office, for the benefit of the Atascosa County Jail Facility located at 1108 Cambell Ave. Jourdanton, TX 78026 and Commissary Express, Inc., located at 609 E Pecan St. Sherman, TX 75090. The purpose is to provide commissary services to inmates of the Atascosa County Sheriff's Office and shall be effective on the 1st day of December, 2025.

County's Grant to Commissary Express, Inc.

Atascosa County hereby grants unto Contractor the exclusive right to provide inmate commissary products to inmates in the Atascosa County jail facility and all other jails operated by Atascosa County.

Responsibilities of Parties

Commissary Express shall be responsible for purchasing, maintaining, and ensuring high standards of quality with respect to such number and type of inventory items, as may be mutually agreed upon by both parties. Said inventory items shall be maintained at mutually designated locations for the sale of food products, non-alcoholic beverages, and such other articles, as may be approved by the parties. Contractor shall ensure that all inventory is adequately supplied, properly maintained, and of consistently good quality.

Contractor will provide commissary services once weekly, using a bag operation system whereby inmate orders are processed at our facility in Sherman, Texas. Orders will be packaged and shipped for delivery.

Menus, Prices, and Services Specifications. Changes in the prices of the commissary items shall be subject to annual review and given final approval by the Sheriff's Office prior to implementation by Contractor. The Sheriff's Office shall be notified of any new product offerings and submit written requests and/or approval before new products are offered to inmates.

Indemnification. Contractor and Atascosa County agree that neither the Sheriff nor the Sheriff's Office shall assume any responsibility, whatsoever, for any damage to Contractor's equipment while on the premises of the Atascosa County Sheriff's Office.

Hardware/Software/Equipment. Contractor agrees to provide and install necessary computers, software, and equipment in accordance with the industry standard for the efficient recording, reconciling, and accounting of inmate purchases and inmate trust accounts.

All maintenance, repair, or replacement of hardware shall be the responsibility of Contractor. Furthermore, Contractor shall provide all required training necessary to employees of the County to facilitate the usage of said software and hardware.

License and Permits. Contractor will be responsible for all federal, state, and local licenses and permits, in connection with the commissary service it provides for Atascosa County Sheriff's Office.

Taxes. Contractor will be responsible for collecting and paying all sales tax on commissary goods sold to Atascosa County Inmates.

Financial Arrangements

Contractor will be reimbursed for commissary purchased by Atascosa County inmates on a weekly basis from monies generated from the Inmate Commissary Trust Fund. Contractor must provide a detailed invoice to the County for payment.

Contractor will pay a monthly commission to the County at 25 percent of gross sales, less postage sales and taxes.

Terms

This agreement shall remain in effect for (3) years, from the commencement of service. Either party may terminate this agreement, with or without cause, upon 30 days prior written notice. Notice must be sent, via certified mail, to the representative's address herein.

Notices & Communications

All notices or other communication, hereunder, shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States Postal Service, postage prepaid, and certified mail, return receipt requested and addressed as follows:

Contractor
Commissary Express, Inc.
609 E Pecan St.
Sherman, Texas 75090

County
Atascosa County Sheriff's Office
1108 Campbell Ave.
Jourdanton, TX 78026

Independent Contractor Relationship

It is mutually understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this Agreement; that employees of Contractor are not, nor shall they be deemed to be employees of the County, and that employees of the County are not, nor shall they be deemed to be employees of the contractor.

All software and hardware installed by Contractor, pursuant to the provisions of this Agreement, are and shall always remain the property of Contractor and Agreement. All maintenance, repair, or replacement shall be the responsibility of Contractor.

All data obtained from Atascosa County belongs to Atascosa County. Atascosa County has the right to request their data to be extracted and turned over to Atascosa County in a common format at no cost at any time.

Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Atascosa County, Texas.

Extent of Agreement

This agreement represents the entire contract between the Sheriff's Office and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sheriff and Contractor. Any absence or omission from the contract document specifications, concerning any point, shall be regarded as meaning that the best commercial practices are to prevail, and that only materials and workmanship of a quality that would be normally specified by Atascosa County are to be used.

Atascosa County, Texas	Commissary Express, Inc.
Jake Guerra	Lauren Mason
Sheriff Jake Guerra	Lauren Mason, Vice President
Date: 11-3-2025	Date: 11-4-25
Sheriff Jake Guerra 1108 Campbell Ave. Jourdanton, TX 78026	Lauren Mason, Vice President 609 E Pecan St. Sherman, Texas 75090

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:	Selena Sanchez
Position:	Communications Officer
Pay Rate:	Tier 2: $25.10 Hourly, 40 Hours Flex, $120.00 Mo Uniform, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-448-402
Start Date:	December 18,2025
Physical:	pending
Drug Test:	pending

AGENDA REQUEST
(GENERAL)

Agenda Item 14.

Meeting Date:	12/08/2025
Item Title:	Exception - Mendoza Hickory Ln
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

ATTACHMENTS

Mendoza - Certificate
Mendoza - Packet

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS
COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately two tracts out of 19.993 acres, more or less, described in a Warranty Deed, Instrument Number 197099, Official Public Records, Atascosa County, Texas, and being currently owned by Pablo & Guadalupe Mendoza is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

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

Registration for Division of Land in Atascosa County

I PABLO MENDOZA, am the owner of the attached filed division of land located at 680 HICKORY LN SAN ANTONIO TX 78264 (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: 11-18-2025

Signature: [signature]

Printed Name: PABLO MENDOZA

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Pablo R. Mendoza, 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.

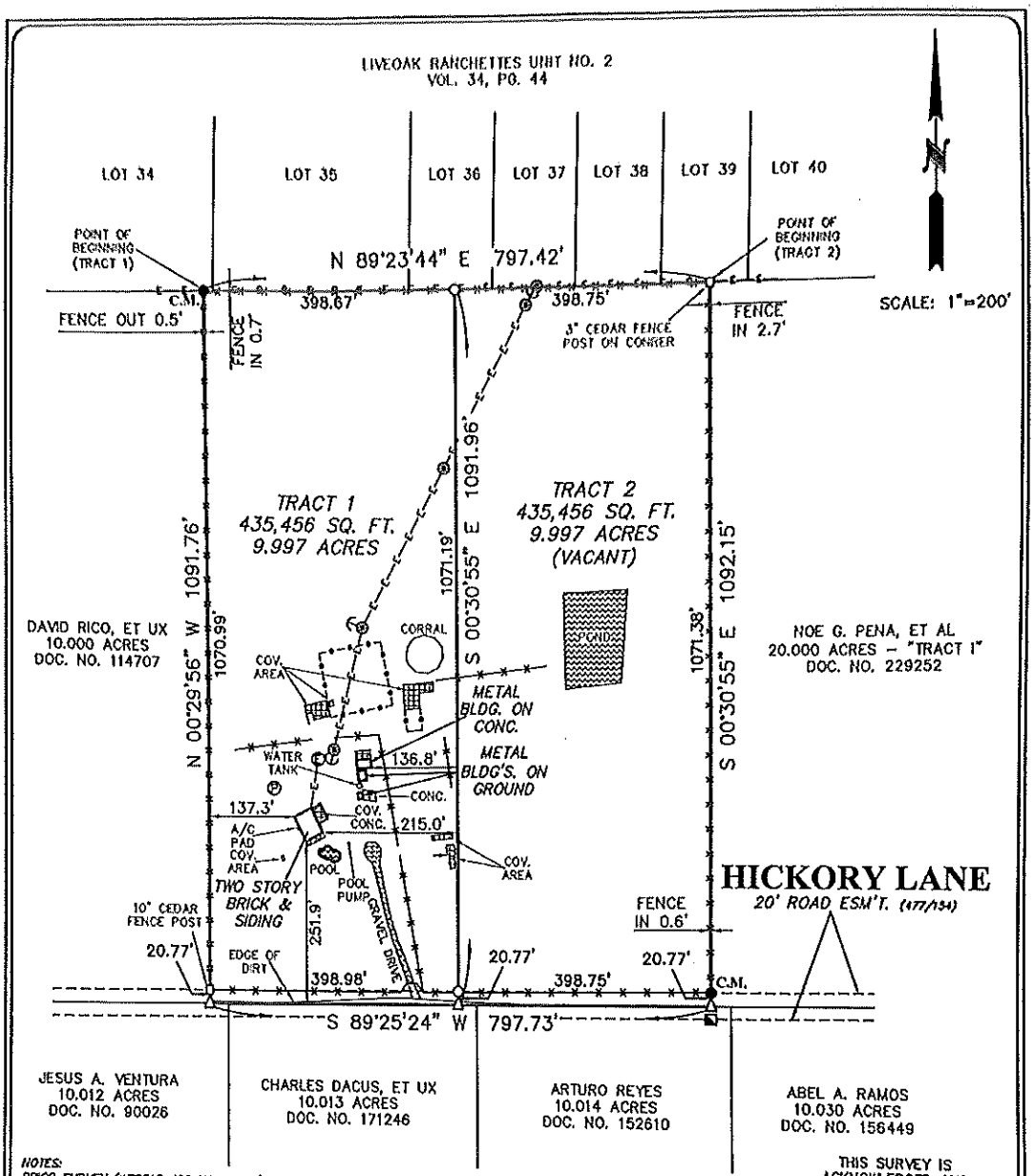
GIVEN under my hand and seal of office this November 18, 2025.

[signature]

Notary Public, in and for
State of Texas

ANITA R CASTELLANOS
Notary ID #128393880
My Commission Expires
October 7, 2026

Adopted 6/27/2022



NOTES:
PRIOR SURVEY (WESTAR JOB NO. 90156) WAS USED FOR REFERENCE.

NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

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

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. 480130 , Panel No. 0100 C, which is Dated 11/4/2010 . By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X . Because this is a boundary survey, the survey 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 https://msc.fema.gov/portal.

Property Address: 680 HICKORY LANE

Property Description:

TRACT 1: Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 709, Abstract No. 813, Atascosa County, Texas, and being out of that certain 19.993 acres described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, TOGETHER WITH AND SUBJECT TO that 20 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 154, Deed Records, Atascosa County, Texas, said 9.997 acres being more particularly described by metes and bounds attached hereto.

TRACT 2: Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 709, Abstract No. 813, Atascosa County, Texas, and being out of that certain 19.993 acres described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, TOGETHER WITH AND SUBJECT TO that 20 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 154, Deed Records, Atascosa County, Texas, said 9.997 acres being more particularly described by metes and bounds attached hereto.

Owner: PABLO MENDOZA AND GUADALUPE MENDOZA

FIRM REGISTRATION NO. 10111700

Westar Alamo
LAND SURVEYORS, LLC.
P.O. BOX 1845 BOERNE, TEXAS 78006
PHONE (210) 372-8500 FAX (210) 372-9999

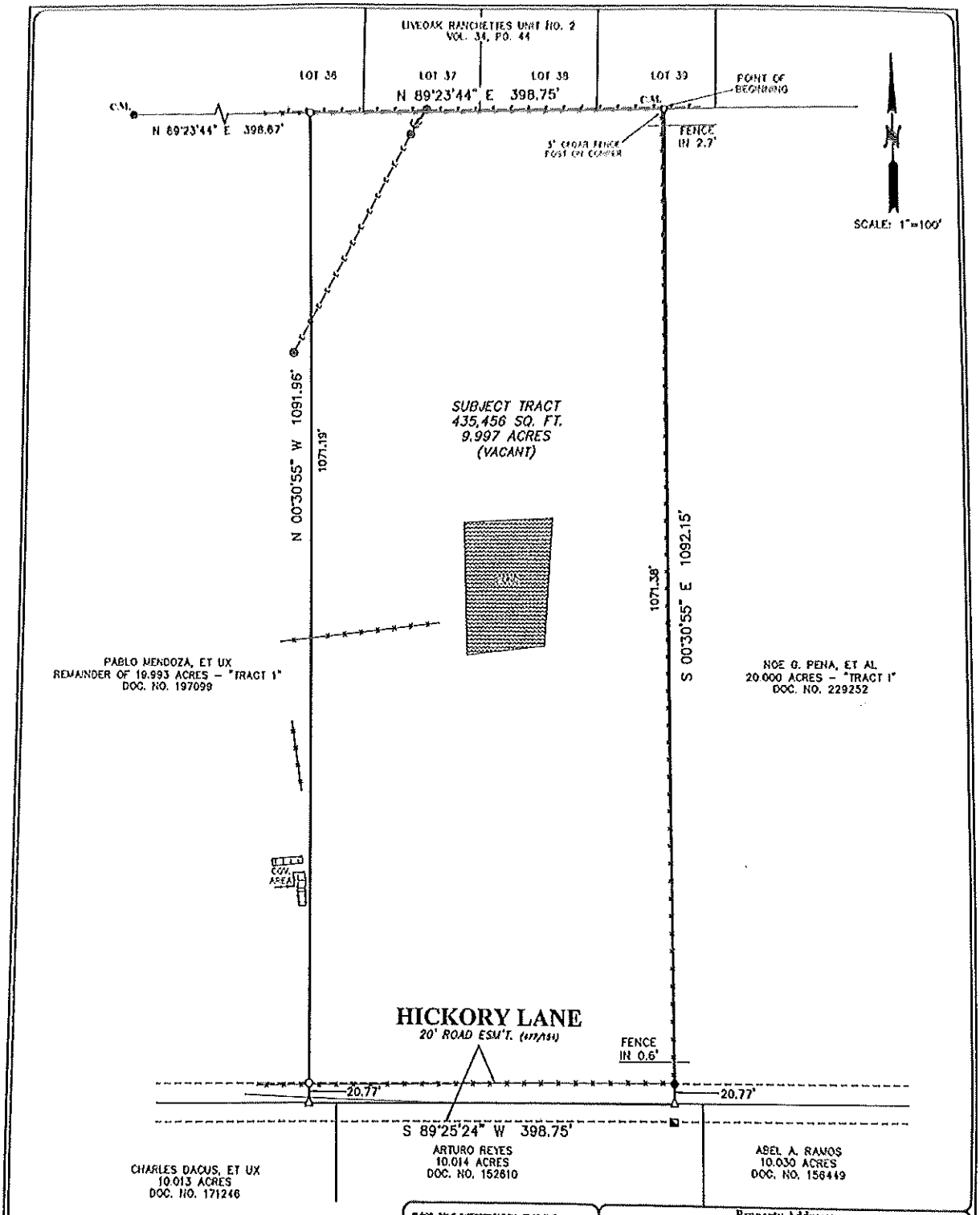
LEGEND
- CALCULATED POINT
- FOUND 1/2" IRON ROD
- FENCE POST AT CORNER
- SET 1/2" IRON ROD CAPPED RLS
- RECORD INFORMATION
- CONTROLLING MONUMENT
- POWER POLE
- ELECTRIC METER POLE
- OVERHEAD ELECTRIC
- GUY WIRE
- PROPANE
- TELEPHONE PEDESTAL
- WIRE FENCE
- METAL FENCE

STATE OF TEXAS REGISTERED MARK J. EWALD 5095 PROFESSIONAL LAND SURVEYOR

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

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095

G.F. NO.	032683	JOB NO.	133686
DWG: CS/AJS	RVD: MJE		
TITLE COMPANY: PRESERVE TITLE		DATE: 11/13/2025	



NOTES:
PRIOR SURVEY (WESTAR JOB NO. 90158) WAS USED FOR REFERENCE.

NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

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

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. 480582C Panel No. 0160 G; which is Dated 11/4/2010 . By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X. 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 https://msc.fema.gov/portal.

Property Address:
680 HICKORY LANE

Property Description:
TRACT 1: Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 309, Abstract No. 818, Atascosa County, Texas, and being out of that certain 19.993 acre described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, TOGETHER WITH AND SUBJECT TO that 30 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 154, Deed Records, Atascosa County, Texas, and 9.997 acres being more particularly described by metes and bounds on said hereon

Owner:
PABLO MENDOZA AND GUADALUPE MENDOZA

I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, certify that the above plat represents an actual survey made on the ground under my supervision, and that my professional opinion is that there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, except as may appear hereon, to the best of my knowledge and belief.

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 6095

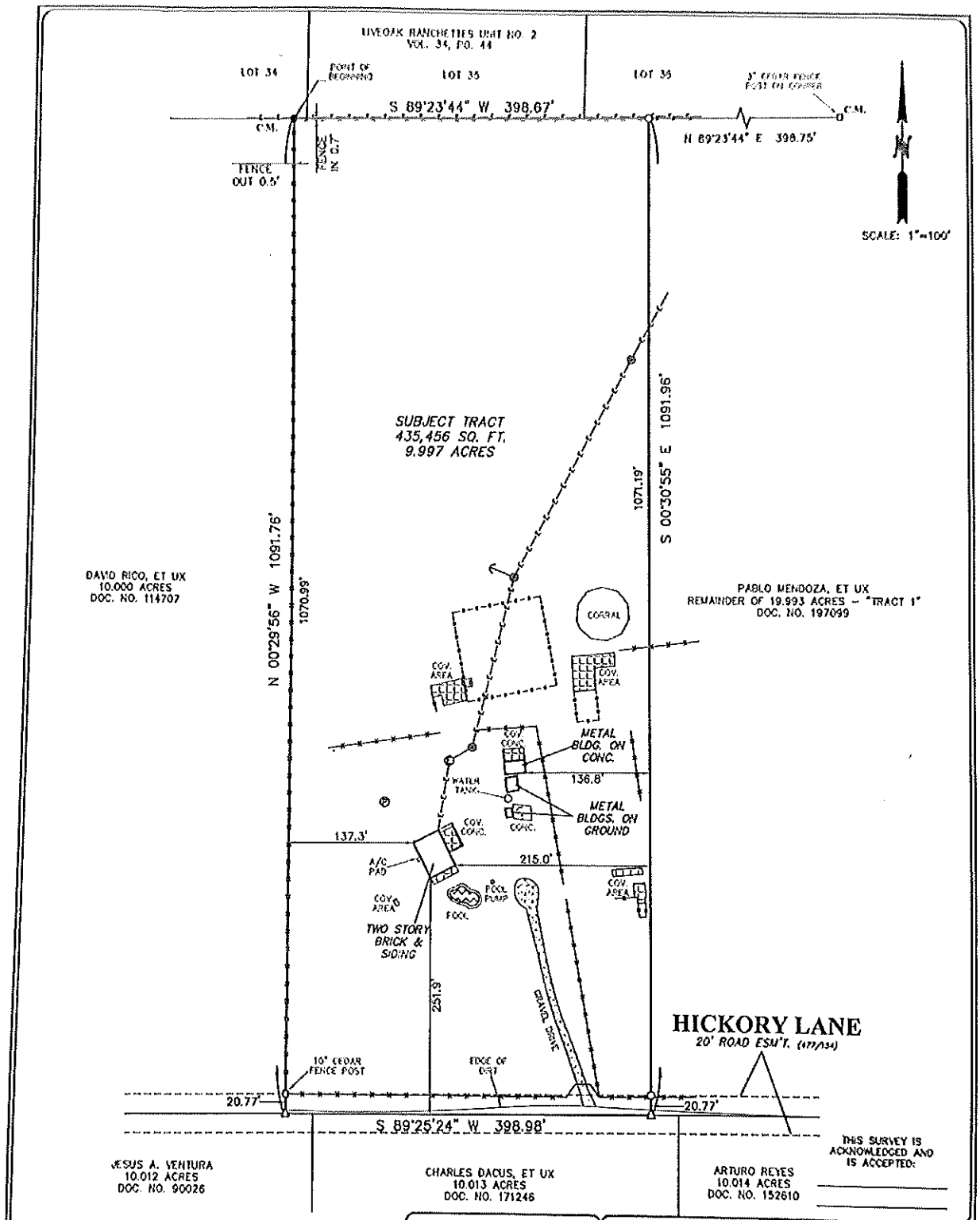
STATE OF TEXAS
REGISTERED
MARK J. EWALD
6095
PROFESSIONAL
LAND SURVEYOR

FIRM REGISTRATION NO. 10111700

Westar Alamo
LAND SURVEYORS, LLC.
P.O. BOX 1855 BOERNE, TEXAS 78006
PHONE (210) 372-5600 FAX (210) 372-5999

LEGEND
- = CALCULATED POINT
- = FOUND 1/2" IRON ROD
- = FENCE POST AT CORNER
- = SET 1/2" IRON ROD CAPPED MALE
- (R) = RECORD INFORMATION
- C.M. = CONTROLLING MONUMENT
- = POWER POLE
- = OVERHEAD ELECTRIC
- = CUT TREE
- = WIRE FENCE

G.F. NO. 052683 | DWG: CS/AJS | RVD: DJE | JOB NO. 133888 | TITLE COMPANY: FREEDOM TITLE | DATE: 11/13/2025



NOTES:
PRIOR SURVEY (WESTAR JOB NO. 90158) WAS USED FOR REFERENCE.

NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

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

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. 480035, Panel No. 0100 C, which is Dated 11/4/2010. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X. 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 SUCH 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 land's actual conditions there. Information concerning FEMA's Special Flood Hazard Areas and Zones may be found at https://msc.fema.gov/portal

Property Address:
680 HICKORY LANE
Property Description:
TRACT 1: Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 109, Abstract No. 813, Atascosa County, Texas, and being out of that certain 19.993 acre described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, TOGETHER WITH AND SUBJECT TO that 20 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 131, Deed Records, Atascosa County, Texas, said 9.997 acres being more particularly described by metes and bounds on the attached hereto.
Owner:
PABLO MENDOZA AND GUADALUPE MENDOZA

LEGEND
- = CALCULATED POINT
- = FOUND 1/2" IRON ROD
- = FENCE POST AT CORNER
- = SET 1/2" IRON ROD CAPPED "RPLS"
- = RECORD INFORMATION
- = CONTROLLING MONUMENT
- = POWER POLE
- = ELECTRIC METER POLE
- = OVERHEAD ELECTRIC
- = GUY WIRE
- = PROPANE
- = METAL FENCE
- = WIRE FENCE

STATE OF TEXAS REGISTERED MARK J. EWALD 5095 PROFESSIONAL LAND SURVEYOR

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

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095

FIRM REGISTRATION NO. 10011700

Westar Alamo
LAND SURVEYORS, LLC.
P.O. BOX 1848 BOERNE, TEXAS 78006
PHONE (210) 372-9500 FAX (210) 372-9669

G.F. NO. 032683 | DWG: CS/AJS | RVD: MJE | JOB NO. 133966 | TITLE COMPANY: PRESERVE TITLE | DATE: 11/13/2025

METES AND BOUNDS

TRACT 1

Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 709, Abstract No. 813, Atascosa County, Texas, and being out of and a part of that certain 19.993 acres described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, **TOGETHER WITH AND SUBJECT TO** that 20 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 154, Deed Records, Atascosa County, Texas, said 9.997 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of this 9.997 acres, same being the northwest corner of said 19.993 acres and the northeast corner of the David Rico, et ux 10.000 acres (Document No. 114707), same being on the South line of Lot 34 of Liveoak Ranchettes Unit No. 2 (Volume 34, Page 44) and the **POINT OF BEGINNING;**

THENCE along the line common to this 9.997 acres and said Lot 34, North 89 degrees 23 minutes 44 seconds East, a distance of 398.67 feet to a 1/2 inch iron rod capped WALS set for the northeast corner of this 9.997 acres;

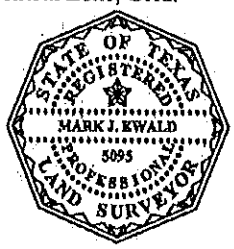
THENCE departing the North line of and severing said 19.993 acres, South 00 degrees 30 minutes 55 seconds East, at a distance of 1071.19 feet pass a 1/2 inch iron rod capped WALS set on line on the North line of said Hickory Lane, and continuing for a total distance of 1091.96 feet to a point for the southeast corner of this 9.997 acres, same being on the South line of said 19.993 aces and on the centerline of said Hickory Lane, same also being on the North line of Charles Dacus, et ux, 10.013 acres (Document No. 171246);

THENCE along the line common to this 9.997 acres and said Dacus 10.013 acres, South 89 degrees 25 minutes 24 seconds West, a distance of 398.98 feet to a point for the southwest corner of this 9.997 acres, same being the southwest corner of said 19.993 acres and on the North line of the Jesus A. Ventura 10.012 acres (Document No. 90026), same also being the southeast corner of said Rico 10.000 acres;

THENCE along the line common to this 9.997 acres and said Rico 10.000 acres, North 00 degrees 29 minutes 56 seconds West, at a distance of 20.77 feet pass a 10 inch cedar fence post found on line at the North line of said Hickory Lane, and continuing for a total distance of 1091.76 feet to the **POINT OF BEGINNING,** and containing 9.997 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 hereon 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
November 13, 2025



METES AND BOUNDS

TRACT 2

Being 9.997 acres of land, more or less, out of San Antonio and Mexican Gulf Railroad Company Survey No. 709, Abstract No. 813, Atascosa County, Texas, and being out of that certain 19.993 acres described as "Tract 1" in Warranty Deed with Vendor's Lien recorded in Document No. 197099, Official Public Records, **TOGETHER WITH AND SUBJECT TO** that 20 foot wide road easement (known as Hickory Lane) recorded in Volume 477, Page 154, Deed Records, Atascosa County, Texas, said 9.997 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3 inch cedar fence post found for the northeast corner of this 9.997 acres, same being the northeast corner of said 19.993 acres and on the South line of Lot 39 of Liveoak Ranchettes Unit No. 2 (Volume 34, Page 44), same also being the northwest corner of the Noe G. Pena, et al 20.000 acres (Document No. 229252 – "Tract I") and the **POINT OF BEGINNING;**

THENCE along the line common to this 9.997 acres and said Pena 20.000 acres, South 00 degrees 30 minutes 55 seconds East, at a distance of 1071.38 feet pass a 1/2 inch iron rod found on line for the North line of said Hickory Lane, and continuing for a total distance of 1092.15 feet to a point for the southeast corner of this 9.997 acres, same being the southeast corner of said 19.993 acres and on the centerline of said Hickory Lane, same also being the southwest corner of said Pena 20.000 acres and on the North line of the Arturo Reyes 10.014 acres (Document No. 152610);

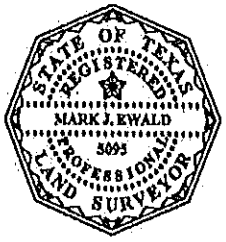
THENCE along the line common to this 9.997 acres and said Reyes 10.014 acres, South 89 degrees 25 minutes 24 seconds West, a distance of 398.75 feet to a point for the southwest corner of this 9.997 acres, same being on the North line of the Charles Davus, et ux, 10.013 acres (Document No. 171246);

THENCE departing the South line of and severing said 19.993 acres, North 00 degrees 30 minutes 55 Seconds West, at a distance of 20.77 feet pass a 1/2 inch iron rod capped WALS set on line for the North line of said Hickory Lane, and continuing for a total distance of 1091.96 feet to a 1/2 inch iron rod capped WALS set for the northwest corner of this 9.997 acres, same being on the North line of said 19.993 acres and on the South line of Lot 36 of said Liveoak Ranchettes Unit No. 2;

THENCE along the line common to this 9.997 acres and said Lot 36, North 89 degrees 23 minutes 44 seconds East, a distance of 398.75 feet to the **POINT OF BEGINNING**, and containing 9.997 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 hereon 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
November 13, 2025



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: July 1, 2019

Grantor: ROGELIO TORRES, JR.

Grantor's Mailing Address:
(including county)

Grantee: PABLO MENDOZA and spouse, GUADALUPE MENDOZA

Grantee's Mailing Address: 680 Hickory Ln
(including county) San Antonio, Atascosa County, TX 78264

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration and a note of even date in the principal amount of Two Hundred Fifty One Thousand Seven Hundred Fifty and no/100 DOLLARS ($251,750.00) executed by Grantee payable to the order of RANDOLPH-BROOKS FEDERAL CREDIT UNION . The note is secured by a vendor's lien retained in favor of RANDOLPH-BROOKS FEDERAL CREDIT UNION in this deed and by a deed of trust of even date from Grantee to MORTON W. BAIRD, II, Trustee.

Property (including any improvements):

Tract 1: Being 19.993 acres more or less, out of the San Antonio and Mexican Gulf Railroad Company Survey No. 709, Abstract No. 813, Atascosa County, Texas; said 19.993 acres being more particularly described in Exhibit "A" attached hereto and incorpoarted herein for all purposes. Tract 2: Being a 20 foot easement out of a 100.117 acre tract of land described in a deed from Wilbur A. Wilson and wife, Florine S. Wilson, to Roger P. Deskins, et al, dated the 1st day of November, 1969, duly recorded in Volume 353, Page 244 of the Deed Records of Atascosa County, Texas; said 20 foot easement out of 100.117 acre tract of land being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes. Tract 3: A 20.00 foot wide Ingress and Egress Easement situated in Atascosa County, Texas, out of the S. A. & M. G. Railroad Company Survey No. 709, being a part of a 100.00 acre tract No. 2 of the Talley 214.37 acre tract, said 214.37 acre tract being Subdivision No. 3 of the Thomas L. Haiduk Subdivision in Atascosa County, Texas; said 20.00 foot wide Ingress and Egress easement being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

THE STATE OF TEXAS }
COUNTY OF _____ }

(Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, 2019,

by .

_____ _____ _____

Notary Public, State of Texas Notary's Name (printed) Notary's commission expires

THE STATE OF TEXAS }
COUNTY OF _____ }

(Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, 2019,

by .

_____ _____ _____

Notary Public, State of Texas Notary's Name (printed) Notary's commission expires

THE STATE OF TEXAS }
COUNTY OF _____ }

(Corporate Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, 2019,

by

of

a , on behalf of said .

_____ _____ _____

Notary Public, State of Texas Notary's Name (printed) Notary's commission expires

---

AFTER RECORDING RETURN TO:

PABLO MENDOZA
680 Hickory Ln
San Antonio TX 78264

PREPARED IN THE LAW OFFICE OF:

MORTON W. BAIRD II
242 W. Sunset Suite 201
San Antonio, Texas 78209

This conveyance is made subject to any easements, conditions, mandatory homeowners assessments, and/or restrictions of record affecting the title to the hereinbefore described property

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 any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby 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 each note described is fully paid according to its terms, at which time this deed shall become absolute.

RANDOLPH-BROOKS FEDERAL CREDIT UNION , at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described above. The vendor's lien and superior title to the property are retained for the benefit of RANDOLPH-BROOKS FEDERAL CREDIT UNION and are transferred to that party.

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

_____ _____

ROGELIO TORRES, JR.

_____ _____

THE STATE OF TEXAS }
COUNTY OF _____ } (Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, 2019,

by ROGELIO TORRES, JR.

_____ _____ _____

Notary Public, State of Texas Notary's Name (printed) Notary's commission expires

THE STATE OF TEXAS }
COUNTY OF _____ } (Acknowledgment)

This instrument was acknowledged before me on the _____ day of _____, 2019,

by .

_____ _____ _____

Notary Public, State of Texas Notary's Name (printed) Notary's commission expires

AGENDA REQUEST
(GENERAL)

Agenda Item 15.

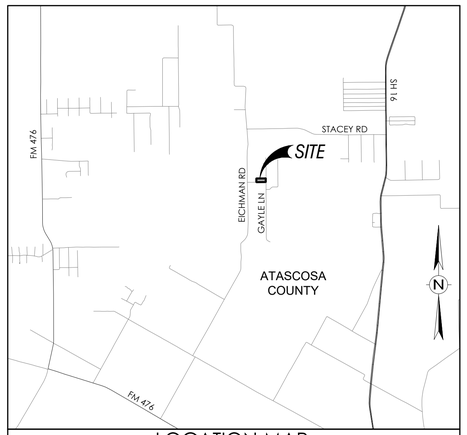
Meeting Date:	12/08/2025
Item Title:	Subdivision - Replat Lot 42 San Antonio Country Estates
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of the San Antonio Country Estates Unit 2 Subdivision Lot 42 on Gayle Ln and Marshall Ln in Precinct 2.

ATTACHMENTS

Replat San Antonio Country Estates Lot 42



LOCATION MAP N.T.S.

LEGEND

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

● = FOUND IRON ROD, UNLESS OTHERWISE NOTED

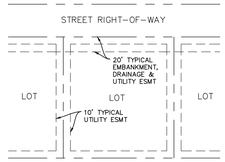
◉ = SET 1/2" IRON ROD "POLLOK & SONS"

= PROPERTY BOUNDARY
= LOT LINE
= EASEMENT LINE
= ADJOINING PROPERTY LINE
= 2' LIDAR CONTOUR
= ORIGINAL SURVEY LINE

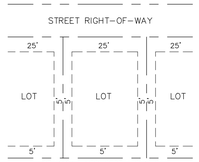
UTILITY NOTES

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

TYPICAL UTILITY EASEMENTS

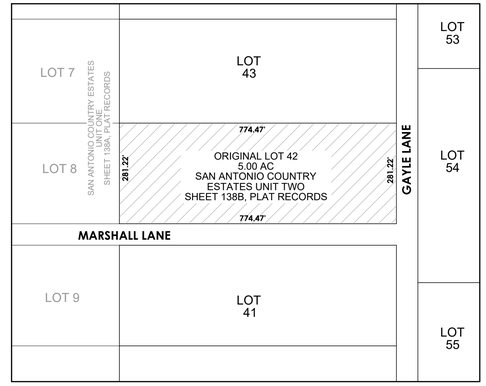


SETBACKS



SURVEYOR NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.
2. 1/2" IRON RODS WITH PLASTIC CAP STAMPED "POLLOK & SONS" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
3. DISTANCES SHOWN HEREON ARE GRID.



AREA BEING REPLATTED

1" = 200'

REPLAT OF LOT 42 SAN ANTONIO COUNTRY ESTATES UNIT TWO

BEING A TOTAL OF 5.00 ACRES, MORE OR LESS, WITH 2.44 ACRES LYING IN THE THE H. REIMSCHISSEL SURVEY NO. 12, ABSTRACT 1361, AND 2.56 ACRES IN THE GC&SF RR CO SURVEY NO. 11, ABSTRACT 1589, BEING ALL OF LOT 42, SAN ANTONIO COUNTRY ESTATES UNIT TWO, RECORDED IN SHEET 138-B, NEW PLAT CABINET, ATASCOSA COUNTY, TEXAS, AND BEING A CONGLOMERATE OF A CALLED 4.646 ACRE TRACT OF LAND RECORDED IN DOCUMENT # 250198, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, AND A 0.35 ACRE TRACT OF LAND RECORDED IN DOCUMENT # 249708, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

N

SCALE: 1" = 50'

50' 25' 0 50'

DATE OF PREPARATION: NONVEMBER 2025

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

1. THE SUBDIVISION IS LOCATED IN THE SOMERSET ISD.
2. 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.
3. THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
4. 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.
5. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
6. 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.
7. THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
8. NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
9. WATER SERVICE PROVIDED TO BY BENTON CITY WATER SUPPLY CORPORATION.
10. THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE 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.
11. ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
12. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
13. THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 48013C0100C EFFECTIVE NOVEMBER 4, 2010.
14. NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
15. ALL LOTS HAVE BEEN DESIGN IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
16. ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
17. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
18. PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND DESIGNED BY REGISTERED SANITARIAN.
19. THE PROPERTY IS LOCATED WITHIN ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 2.

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-3	18" *

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

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	3			X
2.5-10 AC	0			
> 10 AC	0			
TOTAL	3			

PROPERTY INFORMATION
PROPERTY ID: 62212
LEGAL ACRES: 0.35 AC
LEGAL DESC.: SAN ANTONIO COUNTRY ESTATES UNIT II LOT PT OF 42

PROPERTY INFORMATION
PROPERTY ID: 33431
LEGAL ACRES: 4.65 AC
LEGAL DESC.: SAN ANTONIO COUNTRY ESTATES UNIT II LOT PT OF 42

STATE OF TEXAS
COUNTY OF ATASCOSA

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

PRELIMINARY

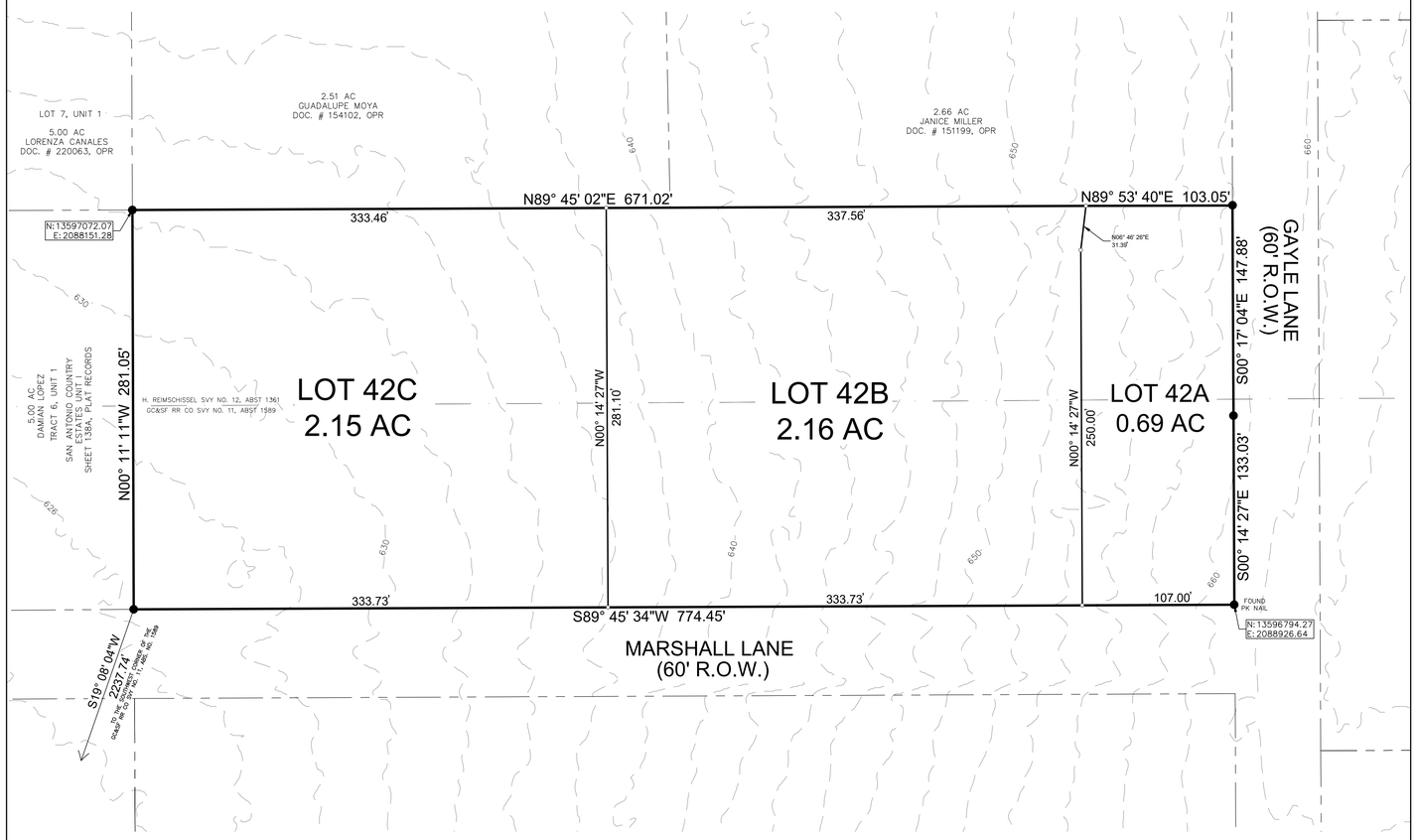
LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
RL BACA ENGINEERING
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF WILSON

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

PRELIMINARY

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



SHEET 1 OF 1

RL BACA ENGINEERING

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

RL BACA PROJECT NO.: 25-138

STATE OF TEXAS
COUNTY OF ATASCOSA

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

OWNER:
DB LAND INVESTMENTS, LLC
DAVID BORREGO, MANAGER
11606 WOOLLCOTT ST
SAN ANTONIO, TX 78251
210-909-1240

OWNER: DAVID BORREGO

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

NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

PRECINCT 2 COMMISSIONER

COMMISSIONERS COURT APPROVAL

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

ATASCOSA COUNTY JUDGE

PRECINCT 1 COMMISSIONER

PRECINCT 2 COMMISSIONER

PRECINCT 3 COMMISSIONER

PRECINCT 4 COMMISSIONER

C:\Users\rbaca\OneDrive - RL Baca\RL BACA\Jobs\2025\25-138 Borrego Replat\25-138 Borrego Replat.dwg

AGENDA REQUEST
(GENERAL)

Agenda Item 16.

Meeting Date:	12/08/2025
Item Title:	Exception - Crouch Family
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Crouch Family on Old Devine Rd in Precinct 2.

ATTACHMENTS

Crouch - Registration
Crouch - Exception

Registration for Division of Land in Atascosa County

I Carol Margaret Chavez, by Robert Park, agent, am the owner of the attached filed division of land located at See attachment (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: 12/01/25

Signature: _____

Printed Name: Carol Margaret Chavez
by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Carol Margaret Chavez, 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 December 1, 2025.

_____

Notary Public, in and for
State of Texas

STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

I Charles Dean Campsey, by Robert Park, agent, am the owner of the attached filed division of land located at See attachment (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: 12/01/25

Signature: _____

Printed Name: Charles Dean Campsey, by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Charles Dean Campsey, 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 December 1, 2025.

_____

Notary Public, in and for
State of Texas

STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

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

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

☐ 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: 12/1/2025

Signature: Keri Leigh Crouch James

Printed Name: Keri Leigh Crouch James

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned Notary Public, on this day personally appeared Keri Leigh Crouch James, 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 December 1, 2025.

Denise Unger

Notary Public, in and for
State of Texas

DENISE UNGER
Notary Public
STATE OF TEXAS
NOTARY ID # 12870976-2
My Comm. Expires 08-15-2027

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

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

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

☐ 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: 12/1/2025

Signature: Kevin Todd Crouch

Printed Name: KEVIN Todd CROUCH

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kevin Todd Crouch, 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 December 1, 2025.

DENISE UNGER
Notary Public
STATE OF TEXAS
NOTARY ID # 12870976-2
My Comm. Expires 08-15-2027

Denise Unger

Notary Public, in and for
State of Texas

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

I Mark Charles Crouch, by Robert Park, agent, am the owner of the attached filed division of land located at See attachment (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: 12/01/25

Signature: _____

Printed Name: Mark Charles Crouch
by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, 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 _____, 20____.

_____

Notary Public, in and for
State of Texas

Registration for Division of Land in Atascosa County

I Mary Clara Ramos, by Robert Park, agent, am the owner of the attached filed division of land located at see attachment (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	parts to original owner	

Adopted 6/27/2022

Date: 12/01/25

Signature: _____

Printed Name: Mary Clara Ramos, by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mary C. 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 December 1, 2025.

_____

Notary Public, in and for
State of Texas

STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

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

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

☐ 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: 1 December 2025

Signature: _____

Printed Name: Suzanne Elizabeth Crouch Putz

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared Suzanne E. Crouch Putz 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 December 1, 2025.

_____

Notary Public, in and for
State of Texas

STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

I William Dean Campsey, by Robert Park, agent, am the owner of the attached filed division of land located at See attachment (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	☐ S[illegible]e Agency	☐ Political Subdivision
☐ Divided into two parts	[illegible]parts to original owner	

Adopted 6/27/2022

Date: 12/01/25

Signature: _____

Printed Name: William Dean Campsey
by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared William Dean Campsey, 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 December 1, 2025.

_____

Notary Public, in and for
State of Texas

STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Registration for Division of Land in Atascosa County

I William Lee Campsey, by Robert Park, agent, am the owner of the attached filed division of land located at See Attachment (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: 12/01/25

Signature: _____

Printed Name: William Lee Campsey, by Robert Park, agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

BEFORE ME, the undersigned Notary Public, on this day personally appeared William L. Campsey, 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 1st December, 2025.

_____

Notary Public, in and for
State of Texas

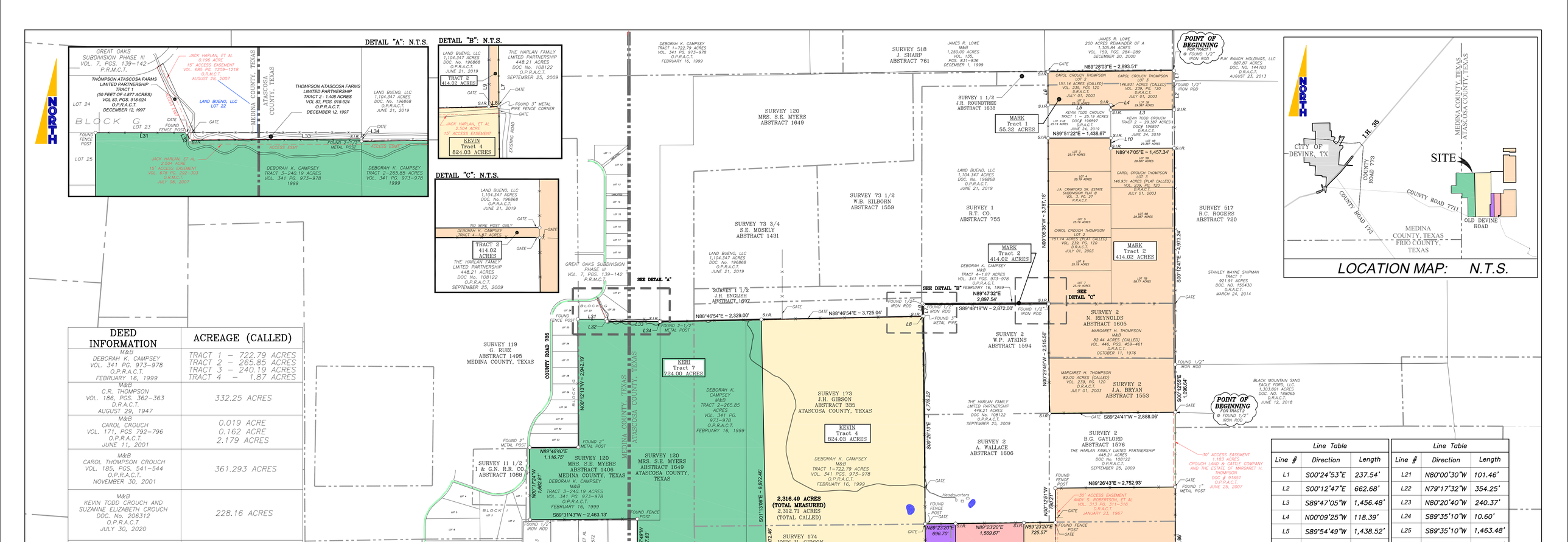
STEPHANIE MARIE TAVAREZ
Notary Public, State of Texas
Comm. Expires 08-09-2028
Notary ID 130423656

Adopted 6/27/2022

DETAIL "A": N.T.S.

DETAIL "B": N.T.S.

DETAIL "C": N.T.S.



DEED INFORMATION	ACREAGE (CALLED)
M&B DEBORAH K. CAMPSEY VOL. 341 PG. 973-978 O.P.R.A.C.T. FEBRUARY 16, 1999	TRACT 1 - 722.79 ACRES TRACT 2 - 265.85 ACRES TRACT 3 - 240.19 ACRES TRACT 4 - 1.87 ACRES
M&B C.R. THOMPSON VOL. 186, PGS. 362-363 D.R.A.C.T. AUGUST 29, 1947	332.25 ACRE
M&B CAROL CROUCH VOL. 171, PGS 792-796 O.P.R.A.C.T. JUNE 11, 2001	0.019 ACRE 0.162 ACRE 2.179 ACRE
M&B CAROL THOMPSON CROUCH VOL. 185, PGS. 541-544 O.P.R.A.C.T. NOVEMBER 30, 2001	361.293 ACRES
M&B KEVIN TODD CROUCH AND SUZANNE ELIZABETH CROUCH DOC. No. 206312 O.P.R.A.C.T. JULY 30, 2020	228.16 ACRES
C.R. THOMPSON VOL. 196, PGS. 337-338 D.R.A.C.T. FEBRUARY 28, 1949	160.00 ACRES
CAROL CROUCH THOMPSON VOL. 239, PGS. 120 D.R.A.C.T. JULY 01, 2003	LOT 2: 151.14 ACRES (PLAT CALLED) 131.55 ACRES (APPRAISAL CALLED) LOT 3: 146.931 ACRES (PLAT CALLED) 124.08 ACRES (APPRAISAL CALLED)
M&B MARGARET H. THOMPSON VOL. 446, PGS. 459-461 D.R.A.C.T. OCTOBER 11, 1976	82.44 ACRES
MARGARET H. THOMPSON VOL. 239, PGS. 120 D.R.A.C.T. JULY 01, 2003	82.00 ACRES
TOTAL DEED CALLED = 2,777.274 ACRES TOTAL MEASURED(2024) = 2,785.83 ACRES	

PROPOSED PARTITION TRACT		ACREAGE	
	KERI	TRACT 7 724.00 ACRES	
	CHARLES	TRACT 5 186.01 ACRES	
	WILL	TRACT 6 101.00 ACRES	
	KEVIN	TRACT 4 824.03 ACRES	
	MARK	TRACT 1=55.32 ACRES	TOTAL 950.79 ACRES
		TRACT 2=414.02 ACRES	
		TRACT 3=481.45 ACRES	
TOTAL = 2,785.83 ACRES			

Line Table		
Line #	Direction	Length
L1	S00°24'53"E	237.54'
L2	S00°12'47"E	662.68'
L3	S89°47'05"W	1,456.48'
L4	N00°09'25"W	118.39'
L5	S89°54'49"W	1,438.52'
L6	N00°10'10"W	762.57'
L7	S00°22'46"E	265.86'
L8	S88°42'47"W	26.04'
L9	N00°15'35"W	291.72'
L10	S00°09'56"E	238.23'
L11	N00°28'40"W	297.49'
L12	S89°29'30"W	295.14'
L13	S00°28'42"E	298.21'
L14	S89°22'03"W	50.00'
L15	N00°28'42"W	348.31'
L16	N89°29'30"E	584.85'
L17	S89°29'30"W	584.85'
L18	S00°28'42"E	348.31'
L19	S89°22'03"W	944.38'
L20	S89°22'03"W	254.45'

Line Table		
Line #	Direction	Length
L21	N80°00'30"W	101.46'
L22	N79°17'32"W	354.25'
L23	N80°20'40"W	240.37'
L24	S89°35'10"W	10.60'
L25	S89°35'10"W	1,463.48'
L26	S88°54'36"W	1,218.82'
L27	S89°38'54"W	670.41'
L28	S89°38'54"W	535.50'
L29	S89°43'37"W	904.10'
L30	N85°35'46"W	254.75'
L31	S89°59'42"E	646.21'
L32	S23°51'40"E	54.68'
L33	S89°54'04"E	1,216.44'
L34	S00°39'15"E	4.50'
L35	S89°27'05"W	247.08'
L36	N89°27'05"E	247.08'

= BOUNDARY LINE
= SURVEY LINE
= FENCE LINE
S.I.R. ○ = SET 1/2" IRON ROD WITH HOWLAND CAP

BASIS OF BEARINGS: G.P.S. COORDINATES, N.A.D. 27, TEXAS STATE PLANE SOUTH CENTRAL ZONE (4204).

MONUMENTS HELD: A FOUND 1/2" IRON ROD BEING THE SOUTHEAST CORNER OF A 1.87 ACRE TRACT, TRACT 4 CONVEYED TO DEBORAH K. CAMPSEY, RECORDED IN VOLUME 341, PAGES 973-978, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS TO A FOUND 1/2" IRON ROD FOR AN INTERIOR CORNER OF SAID 1.87 ACRE TRACT.

CALLED: S 89°54'39" W ~ 2,872.50' MEASURED: S 89°48'19" W ~ 2,872.00'

REVISION LOG

REVISION 1:	DATE:	COMMENTS:
REVISION 2:	DATE:	COMMENTS:
REVISION 3:	DATE:	COMMENTS:
REVISION 4:	DATE:	COMMENTS:
REVISION 5:	DATE:	COMMENTS:

NOTES:

1.- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT FILE No.1136289 WITH AN EFFECTIVE DATE OF MARCH 17, 2021.

2.- THIS SURVEY MAY NOT SHOW ALL CROSSINGS OF PIPELINES, CABLES, EASEMENTS, RIGHT OF WAYS OR IMPROVEMENTS. HOWLAND ENGINEERING & SURVEYING CO. ASSUMES NO RESPONSIBILITY TO LOCATE PIPELINES OR CABLE CROSSINGS.

BLACK JACK RANCH
CROUCH LANDS PARTITION

TRACT 1, 55.32 ACRES; TRACT 2, 414.02 ACRES; TRACT 3, 481.45 ACRES; TRACT 4, 824.03 ACRES; TRACT 5, 186.01 ACRES; TRACT 6, 101.00 ACRES AND TRACT 7, 724.00 ACRES

TOTAL ACREAGE OF 2,785.83 ACRES

SITUATED IN

SURVEY 1 J. J.R. ROUNDTREE, ABSTRACT 1638; SURVEY 1, R.T. CO., ABSTRACT 755; SURVEY 2, N. REYNOLDS, ABSTRACT 1605; SURVEY 2, J.A. BRYAN, ABSTRACT 1553; SURVEY 2, B.G. GAYLORD, ABSTRACT 1576; SURVEY 2, A.J. MURRAY, ABSTRACT 1567; SURVEY 2, R.J. JOHNSON, ABSTRACT 1666; SURVEY 2, J.C. PERTERSON, ABSTRACT 1569; SURVEY 2, A.E. NEUAIMAN; SURVEY 174, JOHN H. GIBSON, ABSTRACT 1570; SURVEY 174, JOHN H. GIBSON, ABSTRACT 1555; SURVEY 173, J.H. GIBSON, ABSTRACT 335; SURVEY 120, MRS. S.E. MYERS, ABSTRACT 1649, ATASCOSA COUNTY, TEXAS AND SURVEY 120, MRS. S.E. MYERS, ABSTRACT 1406, MEDINA COUNTY, TEXAS

SURVEYOR'S CERTIFICATE

I, JAMES ORNELAS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND ITS ACCOMPANYING FIELD NOTE DESCRIPTION CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND DIRECTION.

STATE OF TEXAS REGISTERED JAMES ORNELAS 5726 PROFESSIONAL LAND SURVEYOR

R.P.L.S. NO. 5726

03-28-2025
DATE

GRAPHIC SCALE
500 0 250 500 1000 2000
(IN FEET)
1 inch = 1000 Ft.

HOWLAND
ENGINEERING AND SURVEYING CO.
TBPE Firm Registration No. F-4007 TBPLS Firm Registration No. 10044400 TBPLS Firm Registration No. 10194361
7615 N. Bartlett Avenue Laredo, TX. 78041 P.956.722.4411
4902 Sinclair Road San Antonio, TX. 78222 P.210.648.1600
www.howlandcompanies.com

DRAWN BY:	S.I.M.	CHECKED BY:	J.O.
FIELD DATE:	11-21-2023 11-22-2023 11-27-2023 04-23-2024	FLD. BOOK/ PAGE(S):	SA192/53 SA192/54 SA193/55 SA197/30
JOB No.:	26597.1-25	SHEET:	1 OF 1

H:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2025\26597-1-25\dwg\ 3/28/2025 9:28:47 AM

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION FOR
TRACT 1
55.32 ACRES

A TRACT OF LAND CONTAINING 55.32 ACRES, more or less, being out of a 146.931 acre tract (called), Lot 3 conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, on July 01, 2003 and a 151.14 acre tract (called), Lot 2 conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, on July 01, 2003, situated in Survey 1, R.T. Co., Abstract 755 and Survey 1 ½, J.R. Roundtree, Abstract 1638, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found ½" iron rod, being the southeast corner of a 1,305.84 acre tract conveyed to James R. Lowe, recorded in Volume 159, Pages 284-289, Deed Records of Atascosa County, Texas, on December 20, 2000 and the northeast corner of said Lot 3, same being on the west boundary line of a 887.87 acre tract conveyed to RJK Ranch Holdings, LLC, recorded in Document No. 144703, Deed Records of Atascosa County, Texas, on August 23, 2013, for the Northeast corner hereof and the **POINT OF BEGINNING;**

THENCE, S 00º24'53" E, along an existing fence line with the common boundary line of said Lot 3 and this tract, a distance of **237.54 FEET**, to a found ½" iron rod, being the southwest corner of said 887.87 acre tract and the northwest corner of a 921.91 acre tract conveyed to Stanley Wayne Shipman, recorded in Document No. 150430, Deed Records of Atascosa County, Texas, being on the east boundary line of said Lot 3, for a deflection right;

THENCE, S 00º12'47" E, along an existing fence line with the common boundary line of said Lot 3 and this tract, a distance of **662.68 FEET**, to a set ½" iron rod with Howland cap, being on the west boundary line of said 921.91 acre tract, same being the northeast corner of a 29.387 acre tract, Tract 2 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for the Southeast corner hereof;

THENCE, S 89º47'05" W, along the common boundary line of said Tract 2 and this tract, a distance of **1,456.48 FEET**, to a set ½" iron rod with Howland cap, being on the west boundary line of said Tract 2 and the east boundary line of a 25.19 acre tract, Tract 1 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, N 00º09'25" W, along the common boundary line of said Tract 1 and this tract, a distance of **118.39 FEET**, to a set ½" iron rod with Howland cap, being the northeast corner of said Tract 1, for an interior corner hereof;

THENCE, S 89º54'49" W, along the common boundary line of said Tract 1 and this tract, a distance of **1,438.52 FEET**, to a set ½" iron rod with Howland cap, being the northwest corner of said Tract 1, same being on the west boundary line of a 1,104.347 acre tract conveyed to Land Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for the Southwest corner hereof;

THENCE, N 00º10'10" W, along an existing fence line, being the common boundary line of said 1,104.347 acre tract and this tract, a distance of **762.57 FEET**, to a set ½" iron rod with Howland cap, being the northwest corner of said Lot 2, same being on the south boundary line of said 1,305.84 acre tract, for the Northwest corner hereof;

THENCE, N 89º28'03" E, generally along an existing fence line being the common boundary line of said 1,305.84 acre tract and this tract, a distance of **2,893.51 FEET**, to the **POINT OF BEGINNING**, containing 55.32 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).
Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
REGISTERED
JAMES ORNELAS
5726
PROFESSIONAL
LAND SURVEYOR

R.P.L.S. No. 5726 – Texas

03-28-2025
Date

SHEET 1 OF 1

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441-0180
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

HOWLAND
ENGINEERING AND SURVEYING CO.

LEGAL DESCRIPTION FOR
TRACT 2
414.02 ACRES

A TRACT OF LAND CONTAINING 414.02 ACRES, more or less, being out of a 146.931 acre tract (called), Lot 3 conveyed to Carol Crouch Thompson, recorded in Volume 239, Pages 120, Deed Records of Atascosa County, Texas, on July 01, 2003; a 151.14 acre tract (called), Lot 2 conveyed to Carol Couch Thompson, recorded in Volume 239, Pages 120, Deed Records of Atascosa County, Texas, on July 01, 2003; a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas; a 82.44 acre tract (called) conveyed to Margaret H. Thompson, recorded in Volume 446, Pages 459-461, Deed Records of Atascosa County, Texas and a 82.00 acre tract (called) conveyed to Margaret H. Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, situated in Survey 1, R.T. Co., Abstract 755, Survey 2, N. Reynolds, Abstract 1605 and Survey 2, J.A. Bryan, Abstract 1553, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found ½" iron rod, being the easternmost northeast corner of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, same being on the west boundary line of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas and the southeast corner of said 82.00 acre tract (called), for the Southeast corner hereof and the **POINT OF BEGINNING;**

THENCE, S 89º24'41" W, along an existing fence line with the common boundary line of said 448.21 acre tract and this tract, a distance of **2,888.06 FEET**, to a set ½" iron rod with Howland cap, being the interior corner of said 448.21 acre tract and the southwest corner of said 82.00 acre tract (called), for the southwest corner hereof;

THENCE, along an existing fence line with the common boundary line of said 448.21 acre tract and this tract, as follows:

> **N 00º29'49" W**, a distance of **2,515.56 FEET**, to a found ½" iron rod, being the northeast corner of said 448.21 acre tract and the southwest corner of a 151.14 acre tract (called) conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, also being the southeast corner of said 1.87 acre tract, for an interior corner hereof;
> **S 89º48'19" W**, a distance of **2,872.00 FEET**, to a found ½" iron rod, being the northwest corner of said 448.21 acre tract and an interior corner of said 1.87 acre tract, for an interior corner hereof;
> **S 00º22'46" E**, a distance of **265.86 FEET**, to a found 3" metal pipe, being the northeast corner of a 722.79 acre tract, Tract 1 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, S 88º42'47" W, along an existing fence line with the common boundary line of said 722.79 acre tract and this tract, a distance of **26.04 FEET**, to a set ½" iron rod with Howland cap, being an exterior corner of said 1.87 acre tract, same being on the north boundary line of said 722.79 acre tract, also being on the south boundary line of a 1,104.347 acre tract conveyed to Land Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, N 00º15'35" W, along the common boundary line of said 1,104.347 acre tract and this tract, a distance of **291.72 FEET**, to a found ½" iron rod, being the northwest corner of said 1.87 acre tract and interior corner of said 1,104.347 acre tract, for an exterior corner hereof;

THENCE, N 89º47'32" E, along the common boundary line of said 1,104.347 acre tract and this tract, a distance of **2,897.54 FEET**, to a set ½" iron rod with Howland cap, being the southeast corner of said 1,104.347 acre tract, same being on the west boundary line of said 151.14 acre tract (called), for an interior corner hereof;

THENCE, N 00º08'38" W, along an existing fence line being the common boundary line of said 1,104.347 acre tract and this tract, a distance of **3,787.18 FEET**, to a set ½" iron rod with Howland cap, being the southwest corner of a 25.19 acre tract, Tract 1 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, also being on the east boundary line of said 1,104.347 acre tract and the west boundary line of said 151.14 acre tract, for the Northwest corner hereof;

THENCE, N 89º51'22" E, along the common boundary line of said 25.19 acre tract and this tract, a distance of **1,438.67 FEET**, to a set ½" iron rod with Howland cap, being the southeast corner of said 25.19 acre tract, also being on the west boundary line of a 29.387 acre tract conveyed to Kevin Todd Crouch, Tract 2 recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for an exterior corner hereof;

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CONTINUATION:

THENCE, S 00º09'56" E, along the common boundary line of said 29.387 acre tract and this tract, a distance of **238.23 FEET**, to a set ½" iron rod with Howland cap, being the southwest corner of said 29.387 acre tract, for an interior corner hereof;

THENCE, N 89º47'05" E, along the common boundary line of said 29.387 acre tract and this tract, a distance of **1,457.34 FEET**, to a set ½" iron rod with Howland cap, being the southeast corner of said 29.387 acre tract, also being on the west boundary line of a 921.91 acre tract conveyed to Stanley Wayne Shipman, recorded in Document No. 150430, Deed Records of Atascosa County, Texas, for the Northeast corner hereof;

THENCE, S 00º12'47" E, generally along an existing fence line being the common boundary line of said 921.91 acre tract and this tract, a distance of **4,973.24 FEET**, to a found ½" iron rod, being the southwest corner of said 921.91 acre tract, same being the northwest corner of said 1,303.801 acre tract, for a deflection left;

THENCE, S 00º12'55" E, generally along an existing fence line being the common boundary line of said 1,303.801 acre tract and this tract, a distance of **1,096.64 FEET**, to the **POINT OF BEGINNING**, containing 414.02 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).

Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
REGISTERED
JAMES ORNELAS
5726
PROFESSIONAL
LAND SURVEYOR

R.P.L.S. No. 5726 – Texas

03-28-2025
Date

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LEGAL DESCRIPTION FOR
TRACT 3
481.45 ACRES

A TRACT OF LAND CONTAINING 481.45 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Deed Records of Atascosa County, Texas; a 160.00 acre tract (called) conveyed to C.R. Thompson, recorded in Volume 196, pages 337-338, Deed Records of Atascosa County, Texas; a 2.179 acre tract, a 0.019 acre tract, a 0.169 acre tract conveyed to Carol Crouch, recorded in Volume 171, Pages 792-796, Official Public Records of Atascosa County, Texas; a 228.16 acre tract conveyed to Kevin Todd Crouch and Suzanne Elizabeth Crouch, recorded in Document No. 206312, Official Public Records of Atascosa County, Texas, on July 30, 2020 and a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, situated in Survey 2, J.C. Peterson, Abstract 1569, Survey 2, A.J. Murray, Abstract 1567, Survey 2, B.G. Gaylord, Abstract 1576 and Survey 2, R.J. Johnson, Abstract 1666, Survey 174, John H. Gibson, Abstract 1555, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found 6x6 concrete monument, being the southeast corner of said 160.00 acre tract (called), also being the southwest corner of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas, same being on the north boundary line of an 509.60 acre tract conveyed to Stanley G. Tebbe, recorded in Document No. 141695, Official Public Records of Atascosa County, Texas, for the Southeast corner hereof and the **POINT OF BEGINNING;**

THENCE, S 89º56'36" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract (called) and this tract, a distance of **2,765.20 FEET**, to a found 2-½" metal post, being the southwest corner of said 160.00 acre tract and a southeast corner of said 361.293 acre tract, for a deflection left;

THENCE, S 89º13'52" W, generally along an existing fence line, being the common boundary line of said 0.019 acre tract and this tract, a distance of **963.37 FEET**, to a set ½" iron rod with Howland cap, being the southeast corner of a 2.00 acre tract of School District, for an exterior corner hereof;

THENCE, along the common boundary line of said 2.00 acre tract and this tract, to a set ½" iron rod with Howland cap, as follows:

N 00º28'40" W, a distance of **297.49 FEET**, for an interior corner hereof;
S 89º29'30" W, a distance of **295.14 FEET**, for an interior corner hereof;
S 00º28'42" E, a distance of **298.21 FEET**, being on the north right of way line of Old Devine Road, also being on the south boundary line of said 0.169 acre tract. for an exterior corner hereof;

THENCE, S 89º22'03" W, generally along an existing fence line, being the common boundary line of said 0.169 acre tract and this tract, a distance of **50.00 FEET**, to a found fence post, being on the north right of way line of said Old Devine Road, for a deflection right;

THENCE, over and across said 361.293 acre tract, to a set ½" iron rod with Howland cap, as follows:

N 00º28'42" W, a distance of **348.31 FEET**, for an exterior corner hereof;
N 89º29'30" E, a distance of **584.85 FEET,** for an interior corner hereof;
N 00º09'30" W, a distance of **5,016.55 FEET**, being on the common boundary line of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas and said 361.293 acre tract, for the Northwest corner hereof;

THENCE, N 89º23'20" E, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 361.293 acre tract, a distance of **725.57 FEET**, to a found fence post, being the northeast corner of said 361.293 acre tract, same being on the west boundary line of said 228.16 acre tract, also being the south corner of said 448.21 acre tract, for an interior corner hereof;

THENCE, N 00º12'51" W, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 228.16 acre tract, a distance of **790.21 FEET**, to a found fence post, being the northwest corner of said 228.16 acre tract and an interior corner of said 448.21 acre tract, for an exterior corner hereof;

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THENCE, N 89º26'43" E, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 228.16 acre tract, a distance of **2,752.93 FEET**, to a found 1" metal post, being the southeast corner of said 448.21 acre tract, being on the west boundary line of said 1,303.801 acre tract, for the Northeast corner hereof;

THENCE, S 00º05'05" E, along an existing fence line, being the common boundary line of said 1,303.801 acre tract and this tract, a distance of **3,385.86 FEET**, to a found fence post, for a deflection left;

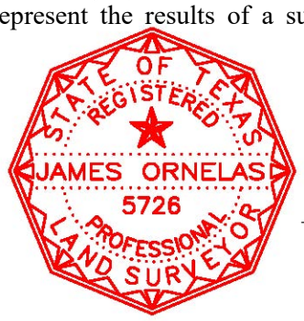
THENCE, S 00º31'01" E, along an existing fence line, being the common boundary line of said 1,303.801 acre tract and this tract, a distance of **2,789.34 FEET**, to the **POINT OF BEGINNING**, containing 481.45 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).

Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.



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LEGAL DESCRIPTION FOR
TRACT 4
824.03 ACRES

A TRACT OF LAND CONTAINING 824.03 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Deed Records of Atascosa County, Texas and a 265.85 acre tract, Tract 2 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, situated in Survey 173, J.H. Gibson, Abstract 335, Survey 174, John H. Gibson, Abstract 1555 and Survey 174, John H. Gibson, Abstract 1570, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 5/8" iron rod with cap, being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road; Thence, S 89º35'43" E, along the north right of way line of said Old Devine Road, a distance of 1,693.63 feet, to a set ½" iron rod with Howland cap, for the Southwest corner hereof and the **POINT OF BEGINNING;**

THENCE, N 01º13'06" W, over and across said 332.25 acre tract and said 722.79 acre tract, a distance of **9,972.46 FEET**, to a set ½" iron rod with Howland cap, being on the common boundary line of said 722.79 acre tract and a 1,104.347 acre tract conveyed to Land Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for the Northwest corner hereof;

THENCE, N 88º46'54" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 1,104.347 acre tract, a distance of **3,725.04 FEET**, to a found 3" metal pipe fence corner, being the northwest corner of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, for the Northeast corner hereof;

THENCE, S 00º26'13" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 448.21 acre tract, a distance of **4,776.25 FEET**, to a found fence post, being the northwest corner of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, for a deflection left;

THENCE, S 00º26'13" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 448.21 acre tract, a distance of **4,776.25 FEET**, to a found fence post, being the northwest corner of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, for a deflection left;

THENCE, S 00º37'36" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 361.293 acre tract, a distance of **2,516.27 FEET**, to a set ½" iron rod with Howland cap, being the southeast corner of said 722.79 acre tract and the northeast corner of said 332.25 acre tract, also being on the west boundary line of said 361.293 acre tract, for an exterior corner hereof;

THENCE, S 89º27'05" W, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 361.293 acre tract, a distance of **247.08 FEET**, to a set ½" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 00º29'37" E, over and across said 361.293 acre tract, a distance of **2,717.04 FEET**, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, for the Southeast corner hereof;

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CONTINUATION:

THENCE, S 89º35'10" W, along an existing fence line being the north right of way line of said Old Devine Road, a distance of **1,463.48 FEET**, to a set ½" iron rod with Howland cap, for a deflection left;

THENCE, S 88º54'36" W, along an existing fence line being the north right of way line of said Old Devine Road, a distance of **1,218.82 FEET**, to a set ½" iron rod with Howland cap, for a deflection right;

THENCE, S 89º38'54" W, generally along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **670.41 FEET**, to the **POINT OF BEGINNING**, containing 824.03 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).

Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
REGISTERED
JAMES ORNELAS
5726
PROFESSIONAL
LAND SURVEYOR

R.P.L.S. No. 5726 – Texas

03-28-2025
Date

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LEGAL DESCRIPTION
FOR
TRACT 5
186.01 ACRES

A TRACT OF LAND CONTAINING 186.01 ACRES, more or less, being out of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, situated in Survey 2, J.C. Perterson, Abstract 1569, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 6x6 concrete monument, being the southeast corner of a 160.00 acre tract (called) conveyed to C.R. Thompson, recorded in Volume 196, Pages 337-338, Deed Records of Atascosa County, Texas, also being the southwest corner of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas, Thence, S 89º05'13" W, a distance of 5,018.02 feet, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, same being the south boundary line of said 361.293 acre tract, for the Southwest corner hereof and the **POINT OF BEGINNING;**

THENCE, N 00º36'40" W, over and across said 361.293 acre tract, a distance of **5,364.02 FEET**, to a set ½" iron rod with Howland cap, being the common boundary line of said 361.293 acer tract and a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa, County, Texas, for the Northwest corner hereof;

THENCE, N 89º23'20" E, along an existing fence line, being the common boundary line of said 361.293 acre tract and said 448.21 acre tract, a distance of **1,569.67 FEET**, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 00º09'30" E, over and across said 361.293 acre tract, a distance of **5,016.55 FEET**, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, S 89º29'30" W, over and across said 361.293 acre tract, a distance of **584.85 FEET**, to a set ½" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 00º28'42" E, over and across said 361.293 acre tract, a distance of **384.31 FEET**, to a set ½" iron rod with Howland cap, being on the common boundary line of said 361.293 acre tract and said Old Devine Road, for an exterior corner hereof;

THENCE, S 89º22'03" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **944.38 FEET**, to the **POINT OF BEGINNING**, containing 186.01 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).

Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

STATE OF TEXAS
REGISTERED
JAMES ORNELAS
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PROFESSIONAL
LAND SURVEYOR

R.P.L.S. No. 5726 – Texas

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Date

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LEGAL DESCRIPTION
FOR
TRACT 6
101.00 ACRES

A TRACT OF LAND CONTAINING 101.00 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas and a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, situated in Survey 174, John H. Gibson, Abstract 1570, Survey 2, A.E. Neuaiman, Abstract 1688 and Survey 2, J.C. Perterson, Abstract 1569, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 5/8" iron rod with cap, being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road; Thence, N 89º42'21" E, along the north right of way line of said Old Devine Road, a distance of 5,046.09 feet, to a set ½" iron rod with Howland cap, for the Southwest corner hereof and the **POINT OF BEGINNING;**

THENCE, N 00º29'37" W, over and across said 361.293 acre tract, a distance of **2,717.04 FEET**, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, N 89º27'05" E, over and across said 361.293 acre tract, a distance of **247.08 FEET**, to a set ½" iron rod with Howland cap, being the northeast corner of said 332.25 acre tract and the southeast corner of a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, for an interior corner hereof;

THENCE, N 00º37'36" W, over and across said 361.293 acre tract, a distance of **2,516.27 FEET**, to a set ½" iron rod with Howland cap, being the northwest corner of said 361.293 acre tract, for the Northwest corner hereof;

THENCE, N 89º23'20" E, along an existing fence line being the common boundary line of said 361.293 acre tract and a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, a distance of **696.70 FEET**, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 00º36'40" E, over and across said 361.293 acre tract, a distance of **5,364.02 FEET**, to a set ½" iron rod with Howland cap, for the Southeast corner hereof;

THENCE, along an existing fence line, being the north right of way line of said Old Devine Road, to a set ½" iron rod with Howland cap, as follows:

S 89º22'03" W, a distance of **254.45 FEET**, for a deflection right;
N 80º00'30" W, a distance of **101.46 FEET**, for a deflection right;
N 79º17'32" W, a distance of **354.25 FEET**, for a deflection left;
N 80º20'40" W, a distance of **240.37 FEET**, for a deflection left;

THENCE, S 89º35'10" W, generally along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **10.60 FEET**, to the **POINT OF BEGINNING**, containing 101.00 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).
Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.

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LEGAL DESCRIPTION FOR
TRACT 7
724.00 ACRES

A TRACT OF LAND CONTAINING 724.00 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract, Tract 1, a 265.85 acre tract, Tract 2 & a 240.19 acre tract, Tract 3 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, situated in Survey 120, Mrs. S.E. Myers, Abstract 1649, Survey 174, John H. Gibson, Abstract 1555, Survey 173, J.H. Gibson, Abstract 335 and Survey 174, John H. Gibson, Abstract 1570, Atascosa County, Texas and Survey 120, Mrs. S.E. Myers, Abstract 1406, Medina County, Texas and being more particularly described as follows:

BEGINNING, at a found 5/8" iron rod with cap (Koch & Koch Survey), being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road, for the Southwest corner hereof and the **POINT OF BEGINNING;**

THENCE, N 00º15'35" E, generally along an existing fence line, being the common boundary line of said 26.583 acre tract and said 332.25 acre tract, a distance of **1,060.57 FEET**, to a found 5/8" iron rod with cap (Koch & Koch Survey), being the northeast corner of said 26.583 acre tract, same being the southeast corner of a 160.00 acre tract (called) conveyed to Siestedero Ranch, LLC, recorded in Document No. 161610, Official Public Records of Atascosa County, Texas, for a deflection left;

THENCE, N 00º33'39" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 332.25 acre tract, a distance of **1,634.14 FEET**, to a found 2 ½" metal post, being the northwest corner of said 332.25 acre tract and the southwest corner of said 722.79 acre tract, for a deflection left;

THENCE, N 01º00'52" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 722.79 acre tract, a distance of **1,638.90 FEET**, to a found fence corner post, being the northeast corner of said 160.00 acre tract (called), also being on the south boundary line of said 265.85 acre tract, for an interior corner hereof;

THENCE, S 89º47'40" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 265.85 acre tract, a distance of **1,324.00 FEET**, to a found ½" iron rod, being the northwest corner of said 160.00 acre tract (called) and the southwest corner of said 265.85 acre tract, also being on the east boundary line of a 41.57 acre tract conveyed to Vanessa Kate Parish, recorded in Deed No. 2018002302, Official Public Records of Medina County, Texas, for an exterior corner hereof;

THENCE, N 00º07'49" W, generally along an existing fence line, being the common boundary line of said 41.57 acre tract and said 265.85 acre tract, a distance of **1,047.83 FEET**, to a found fence post, being the northeast corner of said 41.57 acre tract, also being on the south boundary line of said 240.19 acre tract, for an interior corner hereof;

THENCE, S 89º31'43" W, generally along an existing fence line, being the common boundary line of said 240.19 acre tract and this tract, a distance of **2,463.13 FEET**, to a found ½" iron rod, being the southwest corner of said 240.19 acre tract and the southeast corner of Lot 1, Block I, of Great Oaks Subdivision, Phase III, recorded in Volume 7, Pages 139-142, Plat Records of Medina County, Texas, also being on the north boundary line of a 41.517 acre tract conveyed to Bertha M. Fuller, recorded in Volume 112, Pages 289-313, Official Public Records of Medina County, Texas, for an exterior corner hereof;

THENCE, along an existing fence line, being the common boundary line of said Great Oaks Subdivision, Phase III and said 240.19 acre tract, as follows:

N 00º17'24" W, a distance of **1,662.81 FEET**, to a found 2" metal post, for an exterior corner hereof;
N 89º46'40" E, a distance of **1,116.75 FEET**, to a found 2" metal post, for an interior corner hereof;
N 00º12'13" W, a distance of **2,942.19 FEET**, to a found fence post, for the Northwest corner hereof;
S 89º59'42" E, a distance of **646.21 FEET**, to a found fence post, being the northwest corner of a 1.408 acre tract, Tract 2 conveyed to Thompson Atascosa Farms Limited Partnership for an exterior corner hereof;

THENCE, S 23º51'40" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of **54.68 FEET**, to a set ½" iron rod with Howland cap, for an interior corner hereof;

www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441-0180
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

HOWLAND
ENGINEERING AND SURVEYING CO.

CONTINUATION:

THENCE, S 89º54'04" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of **1,216.44 FEET**, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, S 00º39'15" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of **4.50 FEET**, to a found 2-1/2" metal post, being the northwest corner of said 265.85 acre tract, also being on the south boundary line of said 1,104.347 acre tract, for an interior corner hereof;

THENCE, N 88º46'54" E, along an existing fence line, being the common boundary line of said 1,104.347 acre tract and this tract, a distance of **2,329.00 FEET**, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 01º13'06" E, over and across said 722.79 acre tract and said 332.25 acre tract, a distance of **9,972.46 FEET**, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, for the Southeast corner hereof;

THENCE, S 89º38'54" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **535.50 FEET**, to a set ½" iron rod with Howland cap, for a deflection left;

THENCE, S 89º43'37" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **904.10 FEET**, to a set ½" iron rod with Howland cap, for a deflection right;

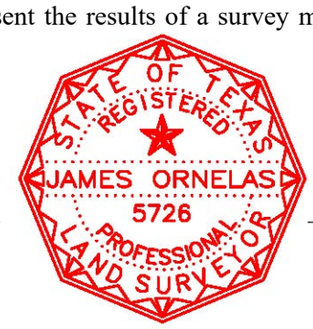
THENCE, N 85º35'46" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of **254.75 FEET**, to the **POINT OF BEGINNING**, containing 724.00 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Central Zone (4204).

Monuments Held: A found 1/2" iron rod being the southeast corner of a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas to a found 1/2" iron rod for an interior corner of said 1.87 acre tract.

Called: S 89°54'39" W ~ 2,872.50' Measured: S 89°48'19" W ~ 2,872.00'

I, **James Ornelas,** a Professional Land Surveyor, do hereby certify that this legal description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.



R.P.L.S. No. 5726 – Texas

03-28-2025
Date

H:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2025\26597.1-25\26597.1-25 - Tract 7.docx
www.howlandcompanies.com
7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441-0180
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

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

AFFIDAVIT OF SUZANNE ELIZABETH CROUCH PUTZ AND KEVIN TODD CROUCH

REGARDING TERMINATION OF LIFE ESTATE AND TRUST

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF FRIO, §
ATASCOSA AND MEDINA §

THAT, BEFORE ME, the undersigned authority, on this day personally appeared Suzanne Elizabeth Crouch Putz and Kevin Todd Crouch, both known by me to be credible persons above the lawful age of twenty-one (21) years, whom by me being duly sworn, on their oath, depose and say to-wit:

Margaret H. Thompson died on June 22, 1976. She left a Last Will and Testament dated February 20, 1970, as modified by Order entered in Cause No. 98-07-14537CV, 38th Judicial District, Medina County, Texas, (hereinafter referred to as the "Will"). The Will was admitted to probate in Medina County, Texas under Cause No. 4052. Article IV of the Will leaves the residue of Margaret H. Thompson's estate to Carol Thompson Crouch, as life tenant. Articles IV and V of the Will, as modified, create a Testamentary Trust (hereinafter referred to as the "Trust") to hold certain properties and/or monies. Such life estate and Trust property consisted of interests in property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Will Property").

Pursuant to the terms of the Will, upon the death of Carol Thompson Crouch, the life estate and Trust were to terminate *eo instante* and the Will Property was to be divided among Carol Thompson Crouch's children then living, and then living issue of a deceased child, per stirpes. Carol Thompson Crouch had five children, *viz*, Keri Leigh Crouch James, Suzanne Elizabeth Crouch Putz, Kevin Todd Crouch, Mark Charles Crouch and Deborah Kay Campsey. Deborah Kay Campsey died on July 13, 2018 and had four children, *viz*, Carol Margaret Chavez, Charles Campsey, William Lee Campsey and Mary Clara Ramos. Carol Thompson Crouch died on August 25, 2023, in Bexar County, Texas.

Therefore, upon the death of Carol Thompson Crouch, the Will Property vested in the following remaindermen and beneficiaries in the stated undivided interests pursuant to the terms of the Will:

Keri Leigh Crouch James: 2441 County Road 770, Natalia, Texas 78059	20%
Suzanne Elizabeth Crouch Putz: 6103 Ashford Pt, San Antonio, Texas 78240	20%
Kevin Todd Crouch: Post Office Box 145, Devine, Texas 78016	20%
Mark Charles Crouch: 531 Raintree Circle, Coppell, Texas 75019	20%
Carol Margaret Chavez: 151 Larchmont Drive, San Antonio, Texas 78209	5%
Charles Campsey: 273 County Road 777, Devine, Texas 78016	5%
William Lee Campsey: 390 County Road 777, Devine, Texas 78016	5%
Mary Clara Ramos: 484 County Road 775, Devine, Texas 78016	5%

Further, affiant saith not.

[Signatures to follow.]

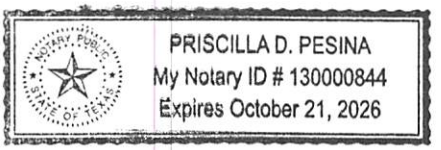
Suzanne Elizabeth Crouch Putz

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was subscribed, sworn to and acknowledged before me on the 9th day of April, 2025, by Suzanne Elizabeth Crouch Putz.

Priscilla D. Pesina
Notary Public, State of Texas

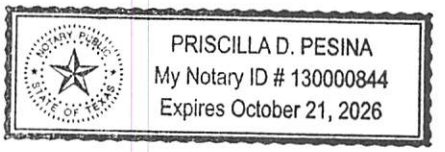


Kevin Todd Crouch
Kevin Todd Crouch

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was subscribed, sworn to and acknowledged before me on the 9thday of April, 2025, by Kevin Todd Crouch.



Priscilla D. Pesina
Notary Public, State of Texas

Exhibit "A"

Attached to and made a part of that certain Affidavit of Suzanne Elizabeth Crouch Putz

Tract 1: 228.16 acres, more or less, out of the A.J. Murphy Survey No. 2; Abstract No. 1567 and the B. G. Gaylord Survey No. 2, Abstract No. 1576, Atascosa County, Texas, being the same property described in a Ratification Deed dated July 18, 1988, to Crouch Land and Cattle Company, and being recorded in Volume 807, page 367, Deed Records of Atascosa County, Texas.

Tract 2: 82.44 acres of land, more or less, in Atascosa County, Texas, being the same property described in that certain Deed from Ada Maverick Jamison, a widow, and Helen Maverick Dorn, as Grantors to Margaret H. Thompson, a widow, dated August 18, 1975 and recorded in volume 446, page 459 of the Deed Records of Atascosa County, Texas.

Tract 3: 25.19 acres of land, more or less, in Atascosa County, Texas, being the same property described in that certain Deed from Glen D. Climer and wife, Jewel Climer, as Grantors, to Margaret Thompson, as Grantee, dated March 28, 1963 and recorded in Volume 293, Page 169 of the Deed Records of Atascosa County, Texas.

Tract 4: 149.50 acres of land, more or less, in Frio County, Texas, being same property described in that certain Special Warranty Deed by and between Crouch Land and Cattle Company, as Grantor, and Kevin Todd Crouch and Suzanne Elizabeth Crouch Putz, successor co-trustees of the Trust created under the will of Margaret H. Thompson, Deceased, as Grantee, dated July 1, 2020 and recorded in Volume 291, Page 309 of the Deed Records of Frio County, Texas.

Tract 5: 166.375 acres, more or less, being the north half of the William Heiner Survey No. 148, Abstract 375, Frio County, Texas, and being the same land described in that deed dated February 13, 1948 from George Washington Thompson to C.R. Thompson recorded in volume 127, page 271 of the Deed Records of Frio County, Texas

Tract 6: 150 acres, more or less, being the southern 150 acres of the west half of the Frederck Volk Survey 132, Abstract No. 652, Frio County, Texas, and being the same land described in that deed dated February 11, 1947 from W. J. Sutton and wife, Nannie Sutton, To C.R. Thompson recorded in Volume 123, page 20 of the Deed Records of Frio County, Texas.

Tract 7: 310.68 acres, more or less, being the south half of the Zacharia Ludwig Survey No. 131, Abstract No. 454, Frio County, Texas, and being the same land described in that deed dated December 28, 1945 from Mamie a. Hefley et al to C.R. Thompson recorded in Volume 121, page 365 of the Deed Records of Frio County, Texas.

Tract 8: 332.25 acres of land, more or less, more particularly described in that certain deed by and between Alma O. English and wife, Allie English, as Grantors, and C.R.

Thompson, as Grantee, dated August 25th, 1947,recorded in volume 186, Page 362 of the Deed Records of Atascosa County, Texas.

Tract 9: Tract 8: 160 acres of land, more or less, more particularly described in that certain deed by and between Ray Clark and wife, Linda Clark, as Grantors, to C. R. Thompson, as Grantee, dated March 25, 1948 and recorded in Volume 196, Page 337 of the Deed Records of Atascosa County, Texas.

Tract 10: 82.44 acres of land, in Atascosa County, Texas, being the South one-half (1/2) of the Northeast one-fourth (1/4) of the Rusk Transportation Company, Section 2, Certificate Number 72, Abstract Number 1553, as fully described in deed recorded in Volume 187, Pages 293-295, Deed Records of Atascosa County, Texas.

Tract 11: 163.731 acres, more or less, located in Atascosa County, Texas, being described in five tracts out of the Rusk Transportation Company Survey Number 1, Abstract Number 755, as fully described by metes and bounds in Volume 141, Pages 56-58, Deed Records of Atascosa County, Texas.

Tract 12: 54.57 acres of land, more or less, more particularly described in that certain deed by and between Sterling Goalin and wife, Dovie Goalin, as Grantors, and C.R. Thompson, as Grantee, dated December 17th, 1953 and recorded in volume 227 Page 639 of the Deed Records of Atascosa County, Texas.

Tract 13: 54.577 acres of land, more or less, more particularly described in that certain deed from Travis Davidson, et al., as Grantors to C.R. Thompson, as Grantee, dated June 29, 1940, recorded in Volume 147, Page 358 of the Deed Records of Atascosa County, Texas.

Tract 14: 116 acres of land, more or less, more particularly described in that certain Warranty Deed dated July 1, 1947, by and between Charles Baker, et al., as Grantors, and C. R. Thompson, as Grantee, recorded in Volume 127, Page 631 of the Deed Records of Frio County, Texas.

Tract 15: 80 acres more or less, more particularly described in that certain Deed by and between F. G. Dublin, as Grantor, and C. R. Thompson, as Grantee, dated April 2, 1947, recorded in Volume 125, page 411 of the Deed Records of Frio County, Texas.

Tract 16: 77.67 acres, more or less, more particularly described in that certain Vendor's Lien Deed by and between C. R. Jenkins and Levy H Jenkins, as Grantors, and C. R. Thompson, as Grantee, dated February 4, 1947 and recorded in Volume 125, Page 270 of the Deed Records of Frio County, Texas.

Tract 17: 160 acres, more or less, more particularly described in that certain Vendor's Lien Deed dated December 14, 1908, by and between W. King, et al., as Grantors, and H. A. Scheller, as Grantee, recorded in Volume 40, Page 255 of the Deed Records of Frio County, Texas.

Tract 18: 160 acres, more or less, more particularly described in that certain Assumption Deed dated February 1, 1936, by and between C R. Thompson as Grantor and Florence A Thompson, as Grantee, recorded in Volume 99, Page 310 of the Deed Records of Frio County, Texas.

Tract 19: 1,230.70 acres, more or less, in Medina and Atascosa Counties, Texas, more particularly described in that certain Special Warranty Deed dated November 28, 2001, by and between Carol Thompson Crouch, as Grantor, and Kevin Todd Crouch and Deborah Kay Crouch Campsey, Co-Trustees under the Will of Margaret H. Thompson, as Grantees, recorded in Volume 185, Page 536 of the Deed Records of Atascosa County, Texas.

Tract 19: An interest in the oil, gas and other minerals in 166.375 acres, more or less, out of the Wm. Heiner Survey No. 148, Abstract No. 375, Frio County, Texas, being the North half of Survey No. 148, Dist. No. 2, granted to Wm. Heiner by Castro Colony, Cert. No. 209, Vol. No. 3, Abst. No. 375, and being the same property described as tract 2 in a Guardians Deed dated January 21, 1948, from G. W. Thompson—Guardian to C.R. Thompson and being recorded in Volume 128, Page 273, Deed Records of Frio County, Texas.

Tract 20: An interest in the oil, gas and other minerals in 160.00 acres, more or less, out of the F. Bower Survey No. 142, Abstract No. 69, Frio County, Texas, being the South half of Survey No. 142, District No. 2, originally granted to Frederick Bower, by Castro's Colony, Cert. No. 174, patented to J. B. Lacoste, October 11, 1851, by Pat. No. 964, Abst. No. 69, and being the same property described as Tract 1 in a Guardians Deed dated January 21, 1948, from G.W. Thompson—Guardian to C.R. Thompson and being recorded in Volume 128, Page 273, Deed Records of Frio County, Texas.

Tract 21: An interest in the oil, gas and other minerals in 160 acres of land, more or less, being the northeast quarter of the Nicolas Kaufman Survey no. 137, Abstract No. 442, Frio County, Texas and being the same land described in that deed dated April 3, 1939 from troy Akins and wife, Robbie Akins, To C.R. Thompson recorded in Volume 106, Page 624 of the Deed Records of Frio County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Theresa Carrasco
Theresa Carrasco, County Clerk
Atascosa County Texas
April 23, 2025 12:21:54 PM
FEE: S45.00 KPONTON 251532
AFF

7 pgs
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251531

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.

EXECUTOR'S DISTRIBUTION DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF FRIO	§	
ATASCOSA, MEDINA	§	
AND REEVES	§	

WHEREAS, CAROL THOMPSON CROUCH (referred to herein as "Decedent") was the owner of the hereinafter described property as her sole and separate property; and

WHEREAS, Decedent died testate on August 25, 2023, leaving a Last Will and Testament dated August 27, 2015, which was admitted to probate in Cause No. 2023-PC1-03691 in Probate Court Number One, Bexar County, Texas (the "Will"); and

WHEREAS, SUZANNE ELIZABETH CROUCH PUTZ and KERI LEIGH CROUCH JAMES, were appointed Co-Independent Executors of the Estate of Decedent (the "Estate") on November 8, 2023; and

WHEREAS, the devisees under the Will are SUZANNE ELIZABETH CROUCH PUTZ, KERI LEIGH CROUCH JAMES, KEVIN TODD CROUCH, MARK CHARLES CROUCH, CAROL MARGARET CHAVEZ, MARY CLARA RAMOS, WILLIAM LEE CAMPSEY, and CHARLES CAMPSEY (referred to herein as "Grantees"); and

WHEREAS, all of the debts, state inheritance taxes, and federal estate taxes of the Estate have been paid or otherwise provided for.

NOW, THEREFORE, the undersigned, SUZANNE ELIZABETH CROUCH PUTZ and KERI LEIGH CROUCH JAMES as Co-Independent Executors of the Estate of Decedent (the "Grantor"), in order to carry out the provisions of the Will, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY all of Grantor's right, title and interest in the real property described in Exhibit "A" attached hereto and incorporated herein for all purposes and located in the Counties of Frio, Atascosa, Medina, and Reeves, Texas (the "Subject Property") unto Grantees as their sole and separate property subject to the exceptions hereinafter made and in the following undivided shares:

1. KERI LEIGH CROUCH JAMES: One-Fifth (1/5)
   2441 County Road 770
   Natalia, Texas 78059

2. SUZANNE ELIZABETH CROUCH PUTZ: One-Fifth (1/5)
   6103 Ashford Drive
   San Antonio, Texas 78240

3. KEVIN TODD CROUCH: One-Fifth (1/5)
   P.O. Box 145
   Devine, Texas 78016

4. MARK CHARLES CROUCH: One-Fifth (1/5)
   531 Raintree Circle
   Coppell, Texas 75019

5. MARY CLARA RAMOS: One-Twentieth (1/20)
   484 County Road 777
   Devine, Texas 78016

6. CAROL MARGARET CHAVEZ: One-Twentieth (1/20)
   151 Larchmont Drive
   San Antonio, Texas 78209

7. CHARLES CAMPSEY: One-Twentieth (1/20)
   273 County Road 777
   Devine, Texas 78016

8. WILLIAM LEE CAMPSEY: One-Twentieth (1/20)
   390 County Road 777
   Devine, Texas 78016

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions affecting the Subject Property, to the extent that the same are valid and in force and effect and shown of record in the office of the County Clerk where the Subject Property is located, however in the event any matter of record has terminated, this instrument shall not ratify or revive such matter of record.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantees, Grantees' legal representatives, successors and assigns, forever; and Grantor, as Co-Independent Executors of the Estate of Decedent, does hereby bind the Estate, its legal representatives, successors and assigns, to warrant and forever defend all and singular the Subject Property unto Grantees, Grantees' legal representatives, successors and assigns, against

every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

EXECUTED this 9th day of April 2025.

[Signatures on the Following Page]

GRANTOR:

SUZANNE ELIZABETH CROUCH PUTZ
CO-INDEPENDENT EXECUTOR OF THE
ESTATE OF CAROL THOMPSON CROUCH

KERI LEIGH CROUCH JAMES
CO-INDEPENDENT EXECUTOR OF THE
ESTATE OF CAROL THOMPSON CROUCH

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9th day of April, 2025 SUZANNE ELIZABETH CROUCH PUTZ, in her capacity as Co-Independent Executor of the Estate of Carol Thompson Crouch.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9th day of April, 2025 by KERI LEIGH CROUCH JAMES, in her capacity AS Co-Independent Executor of the Estate of Carol Thompson Crouch.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina
Notary Public, State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION

Tract 1: Being 722.79 acres, more or less, in Atascosa County, Texas described as being 439.61 acres out of the J. H. Gibson Survey No. 173, Abstract No. 335, and 283.18 acres out of the B. B. Garland Survey No. 174, Abstract No. 1555, and being the same and identical land described in instrument from Dewey English and wife, Rowena English, to C. R. Thompson, dated June 6, 1955, recorded in Volume 241 on pages 469-470 of the Deed Records of Atascosa County, Texas.

Tract 2: Being 265.85 acres, more or less, in Atascosa County, Texas, described as being 131.72 acres out of the J. H. Gibson Survey No. 183, Abstract No. 335, 109.63 acres out of the Mrs. S. E. Meyers Survey No. 120, Abstract No. 1649, and 24.5 acres out of the B. F. Garland Survey No. 174, Abstract No. 1555 and being the same land described in Deed from Jewell English Holden, et al, to C. R. Thompson, dated April 15, 1947, recorded in Volume 186 on pages 360-362 of the Deed Records of Atascosa County, Texas.

Tract 3: Being 1.870 acres of land, more or less, in Atascosa County, Texas, being 1.696 acres out of Survey No. 1, Rusk Transportation Co., Abstract No. 755, and 0.174 acres out of Survey No. 173, John H. Gibson, Abstract No. 335, located about 7.4 miles South 86 degrees East of Devine, Medina County, Texas, and being out of and part of a 756.15 acre tract conveyed by Gift Deed, dated June 21, 1966, from George W. Thompson, and wife, Rowena Thompson, to George W. Thompson Jr., as recorded in Volume 310, Page 244, Atascosa County Deed Records, and being a part of a 352.642 acre tract conveyed by Gift Deed, dated May 23, 1973, from George W. Thompson, and wife Rowena Thompson, to George W. Thompson Jr., as recorded in Volume 393, Page 459, Atascosa County Deed Records, and being the same land described at "Tract 4" in that certain Gift Deed dated December 28, 1998 from Carol Thompson Crouch to Kevin T. Crouch, recorded in Volume 107, Page 836, Deed Records of Atascosa County, Texas.

Tract 4: Being 2.36 acres of land, more or less, in Atascosa County, Texas, being a 0.019 acre tract of land, a 0.162 acre tract of land and a 2.179 acre tract of land more particularly described in that certain Deed Without Warranty dated May 31, 2001, from Rowena T. Thompson, life tenant, and Thompson Atascosa Farms Limited Partnership, remainderman, to Carol Crouch, recorded in Volume 171, Page 792, Deed Records of Atascosa County, Texas.

Tract 5: Being 361.293 acres, more or less, being composed of a 325.293 acre tract out of the Section Number 2, Certificate #105, issued to Rusk Transportation Company, Abstract #1569; said tract being described as "Tract #1—328 acres of land less 2 acres given to the public school", and a 36 acre tract out of Abstract #1688; said tract being described as "Tract #2—36 acres of land awarded to A.E. Neuman by

the State of Texas, lying and adjoining said 328 acres", both tracts being recorded in Volume 191, Page 273 of the Deed Records of Atascosa County, Texas, and being the same land described in that certain Special Warranty Deed dated November 28, 2001, from Carol Thompson Crouch, life tenant, et al, to Carol Thompson Crouch, individually, recorded in Volume 185, Page 541 of the Deed Records of Atascosa County, Texas.

Tract 6: Being 238.782 acres of land, more or less, in Atascosa and Medina Counties, Texas, described as 240.19 acres of land and as Tract 3 in that certain Special Warranty Deed dated November 28, 2001, from Carol Thompson Crouch, individually, to Kevin Todd Crouch and Deborah Kay Crouch Campsey, Co-Trustees, recorded in Volume 185, Page 536 of the Deed Records of Atascosa County, Texas.

Tract 7: Being 89.300 acres of land, more or less, in Medina County, Texas, described as 89.00 acres out of a certain 100 acres of land, more or less, described in a Deed to Carol Thompson Crouch from Mark Charles Crouch, dated November 7, 1989, as recorded in Volume 115, Page 122 of the Official Public Records of Medina County, Texas, less 11.000 acres of land, more or less, described in a General Warrant Deed with Vendor's Lien from Carol Thompson Crouch to William Lee Campsey and Dayleena Marie Alanis, dated November 3, 2022, recorded in as Document Number 2022011515 of the Official Public Records of Medina County, Texas.

Tract 8: Being 670 acres of land, more or less, in Reeves County, Texas, known as the West part of Survey 1, Block C 18, Public School, about 12 miles South 68 deg. West from Pecos, Texas, more particularly described as Tract One and Tract Two in that certain Special Warranty Deed from the Estate of Horace S. Hawkins, Deceased, to Carol Thompson Crouch, dated November 5, 1979, recorded in Volume 382 Page 157, Deed Records of Reeves County, Texas.

Tract 9: Being 40 acres of land, more or less, in Reeves County, Texas, known as the Northeast one-fourth of the Northeast one-fourth of Survey 3, Block C 18, Public School land in Reeves County Texas, more particularly described as Tract Three in that certain Special Warranty Deed from the Estate of Horace S. Hawkins, Deceased, to Carol Thompson Crouch, dated November 5, 1979, recorded in Volume 382 Page 157, Deed Records of Reeves County, Texas.

Tract 10: Being 160.00 acres, more or less, out of the F. Bower Survey No. 142, Abstract No. 69, Frio County, Texas, being the South half of Survey No. 142, District No. 2, originally granted to Frederick Bower, by Castro's Colony, Cert. No. 174, patented to J. B. Lacoste, October 11, 1851, by Pat. No. 964, Abst. No. 69, and being the same property described as Tract 1 in a Guardians Deed dated January

21, 1948, from G.W. Thompson—Guardian to C.R. Thompson and being recorded in Volume 128, Page 273, Deed Records of Frio County, Texas.

Tract 11: Being 166.375 acres, more or less, out of the Wm. Heiner Survey No. 148, Abstract No. 375, Frio County, Texas, being the North half of Survey No. 148, Dist. No. 2, granted to Wm. Heiner by Castro Colony, Cert. No. 209, Vol. No. 3, Abst. No. 375, and being the same property described as tract 2 in a Guardians Deed dated January 21, 1948, from G. W. Thompson—Guardian to C.R. Thompson and being recorded in Volume 128, Page 273, Deed Records of Frio County, Texas.

Tract 12: Being 160.00 acres, more or less, out of the N. Kaufman Survey No. 137, Abstract No. 442, Frio County, Texas, being the northeast one-fourth of Survey No. 137, District No. 2, originally granted to Nicholas Kaufman by Castro Colony Certificate No. 238, and being the same property described in a Warranty Deed dated April 3, 1939, from Troy Akins, et ux, to C.R. Thompson and being recorded in Volume 106, Page 624, Deed Records of Frio County, Texas

Tract 13: Being 317 acres, more or less, being the South one-half (S ½) of the Nicholas Kaufman Survey No. 137, Abstract No. 442, Frio County, Texas, and being the same property described in that certain Trustees Deed dated November 20, 1987, from Martha M. Combs Trust to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Theresa Carrasco
Theresa Carrasco, County Clerk
Atascosa County Texas
April 23, 2025 12:21:54 PM
FEE: $49.00 KPONTON 251531
D

62 pgs
PARTDEED

252060

PARTITION DEED

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.

VOL 0382 PG 0741

Effective Date: As of May 1, 2025

First Party: KERI LEIGH CROUCH JAMES, with the address of 2441 County Road 770, Natalia, Texas 78059.

Second Party: SUZANNE ELIZABETH CROUCH PUTZ, with the address of 6103 Ashford Pt, San Antonio, Texas 78240.

Third Party: KEVIN TODD CROUCH, with the address of Post Office Box 145, Devine, Texas 78016.

Fourth Party: MARK CHARLES CROUCH, with the address of 531 Raintree Circle, Coppell, Texas 75019.

Fifth Party: MARY CLARA RAMOS, with the address of 484 County Road 775, Devine, Texas 78016.

Sixth Party: CAROL MARGARET CHAVEZ, with the address of 151 Larchmont Drive, San Antonio, Texas 78209.

Seventh Party: WILLIAM DEAN CAMPSEY, with the address of 387 County Road 777, Devine, Texas 78016.

Eighth Party: CHARLES DEAN CAMPSEY, with the address of 273 County Road 777, Devine, Texas 78016.

Ninth Party: WILLIAM LEE CAMPSEY, with the address of 390 County Road 777, Devine, Texas 78016.

Consideration: The partition effected hereby, the sufficiency of which is hereby acknowledged.

Partition of Share Number One:

Share Number One Property (including any improvements): The surface estate and the executive rights only of the property more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Share Number One Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number One Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number One Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number One Property, to the extent valid and subsisting.

First Party shall have and possess the Share Number One Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty, grant and convey to First Party the Share Number One Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to First Party and First Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number One Property to First Party and First Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number One Conveyance and the Exceptions to Share Number One Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the First Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number One, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number One, and all revenues and monies of any nature that have accrued as to Share Number One, insofar as such funds have not been already tendered prior to the date of this instrument.

First Party releases all remaining Parties for any claim or lien for owelty.

Partition of Share Number Two:

Share Number Two Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Two Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Two Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Two Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Two Property, to the extent valid and subsisting.

Second Party shall have and possess the Share Number Two Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty, grant and convey to Second Party the Share Number Two Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Second Party and Second Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Two Property to Second Party and Second Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under

VOL 0382 PG 0742

such remaining Parties, but not otherwise, except as to the Reservations from Share Number Two Conveyance and the Exceptions to Share Number Two Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Second Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Two, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Two, and all revenues and monies of any nature that have accrued as to Share Number Two, insofar as such funds have not been already tendered prior to the date of this instrument.

Second Party releases all remaining Parties for any claim or lien for owelty.

Partition of Share Number Three:

Share Number Three Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "C" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Three Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Three Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Three Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Three Property, to the extent valid and subsisting.

Third Party shall have and possess the Share Number Three Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Three Conveyance and the Exceptions to Share Number Three Conveyance and Warranty, grant and convey to Third Party the Share Number Three Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Third Party and Third Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Three Property to Third Party and Third Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Three Conveyance and the Exceptions to Share Number Three Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Third Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Three, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Three, and all revenues and monies of any nature that have accrued as to Share Number Three, insofar as such funds have not been already tendered prior to the date of this instrument.

Third Party releases all remaining Parties for any claim or lien for owelty.

VOL 0332 PG 0743

Partition of Share Number Four:

Share Number Four Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "D" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Four Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Four Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Four Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Four Property, to the extent valid and subsisting.

Fourth Party shall have and possess the Share Number Four Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Four Conveyance and the Exceptions to Share Number Four Conveyance and Warranty, grant and convey to Fourth Party the Share Number Four Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Fourth Party and Fourth Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Four Property to Fourth Party and Fourth Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Four Conveyance and the Exceptions to Share Number Four Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Fourth Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Four, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Four, and all revenues and monies of any nature that have accrued as to Share Number Four, insofar as such funds have not been already tendered prior to the date of this instrument.

Fourth Party releases all remaining Parties for any claim or lien for owelty.

Partition of Share Number Five:

Share Number Five Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "E" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Five Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Five Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Five Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Five Property, to the extent valid and subsisting.

VOL 0382 PG 0744

Fifth Party shall have and possess the Share Number Five Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Five Conveyance and the Exceptions to Share Number Five Conveyance and Warranty, grant and convey to Fifth Party the Share Number Five Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Fifth Party and Fifth Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Five Property to Fifth Party and Fifth Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Five Conveyance and the Exceptions to Share Number Five Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Fifth Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Five, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Five, and all revenues and monies of any nature that have accrued as to Share Number Five, insofar as such funds have not been already tendered prior to the date of this instrument.

Fifth Party releases all remaining Parties for any claim or lien for owelty.

Partition of Share Number Six:

Share Number Six Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "F" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Six Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Six Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Six Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Six Property, to the extent valid and subsisting.

Sixth Party shall have and possess the Share Number Six Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Six Conveyance and the Exceptions to Share Number Six Conveyance and Warranty, grant and convey to Sixth Party the Share Number Six Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Sixth Party and Sixth Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Six Property to Sixth Party and Sixth Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Six Conveyance and the Exceptions to Share Number Six Conveyance and Warranty.

VOL 0382 PG 0745

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Sixth Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Six, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Six, and all revenues and monies of any nature that have accrued as to Share Number Six, insofar as such funds have not been already tendered prior to the date of this instrument.

Sixth Party releases all remaining Parties for any claim or lien for owelty.

Partition of Share Number Seven (Life Estate):

Share Number Seven Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "G" attached hereto and incorporated herein for all purposes for the natural life of the Seventh Party, remainder to Mary Clara Ramos, Carol Margaret Chavez, Charles Campsey and William Lee Campsey, in equal shares.

Reservations from Share Number Seven Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Seven Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Seven Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Seven Property, to the extent valid and subsisting.

Seventh Party shall have and possess the Share Number Seven Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Seven Conveyance and the Exceptions to Share Number Seven Conveyance and Warranty, grant and convey to Seventh Party the Share Number Seven Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Seventh Party for the natural life of the Seventh Party, remainder to Mary Clara Ramos, Carol Margaret Chavez, Charles Campsey and William Lee Campsey, in equal shares. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Seven Property to Seventh Party and Seventh Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Seven Conveyance and the Exceptions to Share Number Seven Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Seventh Party for the Seventh Party for the natural life of the Seventh Party with remainder to Mary Clara Ramos, Carol Margaret Chavez, Charles Campsey and William Lee Campsey, in equal shares, all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Seven, as well as all interest, if any, in all personal property claims or causes of action attributable to Share

VOL 0382 PG 0746

Number Seven, and all revenues and monies of any nature that have accrued as to Share Number Seven, insofar as such funds have not been already tendered prior to the date of this instrument.

Seventh Party shall not be entitled to consume the corpus of the life estate.

Partition of Share Number Eight:

Share Number Eight Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "H" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Eight Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Eight Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Eight Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Eight Property, to the extent valid and subsisting.

Eighth Party shall have and possess the Share Number Eight Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Eight Conveyance and the Exceptions to Share Number Eight Conveyance and Warranty, grant and convey to Eighth Party the Share Number Eight Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Eighth Party and Eighth Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Eight Property to Eighth Party and Eighth Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Eight Conveyance and the Exceptions to Share Number Eight Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Eighth Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Eight, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Eight, and all revenues and monies of any nature that have accrued as to Share Number Eight, insofar as such funds have not been already tendered prior to the date of this instrument.

Owelty: The Eighth Party retains an owelty over the First Party, Second Party, Third Party and Fourth Party (the "Owelty Parties") in the amount of Nine Thousand, Three Hundred and 50/100 Dollars ($9,300.50) to be paid to the Eighth Party by the Owelty Parties, pro rata, within thirty (30) days of closing, if and when the Eight Party sells the Share Number Eight Property. Should the Eighth Party sell only a portion of the Share Number Eight Property, the Owelty owed by the Owelty Parties shall be proportionately reduced on an acreage basis.

VOL 0382 PG 0747

Partition of Share Number Nine:

Share Number Nine Property (including any improvements): The surface estate and executive rights only of the property more particularly described in Exhibit "I" attached hereto and incorporated herein for all purposes.

Reservations from Share Number Nine Conveyance: All the oil, gas and other minerals in, under and that may be produced from the Share Number Nine Property, with the exception of the executive rights which are being partitioned hereby.

Exceptions to Share Number Nine Conveyance and Warranty: All covenants, conditions and restrictions against the Share Number Nine Property, to the extent valid and subsisting.

Ninth Party shall have and possess the Share Number Nine Property, and the remaining Parties, for the Consideration and subject to the Reservations from Share Number Nine Conveyance and the Exceptions to Share Number Nine Conveyance and Warranty, grant and convey to Ninth Party the Share Number Nine Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Ninth Party and Ninth Party's heirs, successors and assigns, forever. The remaining Parties bind themselves and their heirs, successors and assigns, to warrant and forever defend all and singular the Share Number Nine Property to Ninth Party and Ninth Party's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under such remaining Parties, but not otherwise, except as to the Reservations from Share Number Nine Conveyance and the Exceptions to Share Number Nine Conveyance and Warranty.

Assignment of Personalty: The Parties hereby Assign, Grant, Sell, Transfer and Convey unto the Ninth Party all right, title and interests (real, personal, mixed, contractual or otherwise) in those tangible personal property, equipment, fixtures and improvements located on Share Number Nine, as well as all interest, if any, in all personal property claims or causes of action attributable to Share Number Nine, and all revenues and monies of any nature that have accrued as to Share Number Nine, insofar as such funds have not been already tendered prior to the date of this instrument.

Owelty: The Ninth Party retains an owelty over the First Party, Second Party, Third Party and Fourth Party (the "Owelty Parties") in the amount of Five Thousand Fifty and 00/100 Dollars ($5,050.00) to be paid to the Ninth Party by the Owelty Parties, pro rata, within thirty (30) days of closing, if and when the Ninth Party sells the Share Number Nine Property. Should the Ninth Party sell only a portion of the Share Number Nine Property, the Owelty owed by the Owelty Parties shall be proportionately reduced on an acreage basis.

THE PARTIES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EXPRESS OR IMPLIED, OR ARISING OUT OF OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY PARTITIONED HEREIN OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THE PARTIES TAKE THEIR

VOL 0382 PG 0748

RESPECTIVE TRACTS IN THEIR PRESENT CONDITION ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS.

Right of First Refusal: For Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, each Party grants, sells and conveys to the other Parties a continuing right of first refusal in accordance with the following terms (the "ROFR") to acquire each Party's right, title and interest in all or any part of their respective partitioned property as described herein (the "ROFR Property"). The term of the ROFR shall be eight (8) years from the date hereof (the "ROFR Term") and shall operate as follows: If any Party receives a bona fide offer to purchase or otherwise acquire the ROFR Property or a portion thereof during the ROFR Term and such Party desires to accept such offer, or desires to sell and/or list the ROFR Property or a portion thereof during the ROFR Term (each of which is referred to herein as an "Offer"), such Party shall immediately forward a true and correct copy of such Offer to the other Parties (the "ROFR Offer Notice"), and the other Parties shall, within twenty (20) days after their receipt of the ROFR Offer Notice, notify the noticing Party in writing of whether or not they intend to exercise their right to purchase the ROFR Property, or applicable portions thereof. During the first two (2) years of the ROFR Term, such purchase of the ROFR Property shall be based upon the appraised value contained in Exhibit "J" attached hereto and incorporated herein for all purposes. During the next six (6) years of the ROFR Term, such purchase of the ROFR Property shall be based either on (i) the purchase price stated in such bona fide offer to purchase or (ii) the current market value of the ROFR Property, whichever is greater. Failure by any Party to give the noticing Party written notice of such Party's exercise of its ROFR within the 20-day time period specified above shall constitute such Party's waiver of its ROFR as to the Offer. Should multiple Parties wish to exercise their ROFR as to the Offer, the ROFR Property shall be sold to them as cotenants in equal shares with the purchase price divided equally between them. If all Parties waive or elect to not exercise their ROFR as to the Offer, the noticing Party may sell the ROFR Property or the applicable portion thereof which is subject to the Offer. Any attempted or completed sale or conveyance of the ROFR Property or portion thereof which does not comply with the terms of this ROFR shall be deemed null and void. This ROFR shall be binding upon and inure to the benefit of all Parties hereto, and their respective heirs and assigns.

When the context requires, singular nouns and pronouns include the plural. This document may be executed and delivered in multiple counterparts.

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

VOL 0382 PG 0749

SIGNATURES AND ACKNOWLEDGMENTS

FIRST PARTY:

Keri Leigh Crouch James

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 25th day of April, 2025, by Keri Leigh Crouch James.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0750

SECOND PARTY:

Suzanne Elizabeth Crouch Putz

STATE OF TEXAS §

COUNTY OF Bexar §

25th This instrument was acknowledged before me, the undersigned Notary Public, on the day of April, 2025, by Suzanne Elizabeth Crouch Putz.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0751

THIRD PARTY:

Kevin Todd Crouch

Kevin Todd Crouch

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 23rd day of April, 2025, by Kevin Todd Crouch.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0752

FOURTH PARTY:

Mark Charles Crouch

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 25th day of April, 2025, by Mark Charles Crouch.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 03822 PG 0753

FIFTH PARTY:

Mary Clara Ramos

Mary Clara Ramos

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 23rd day of April, 2025, by Mary Clara Ramos.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0754

SIXTH PARTY:

Carol Margaret Chavez

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 22nd day of April, 2025, by Carol Margaret Chavez.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina
Notary Public, State of Texas

VOL 0382 PG 0755

SEVENTH PARTY:

William Dean Campsey

William Dean Campsey

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 23rd day of April, 2025, by William Dean Campsey.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0756

EIGHTH PARTY:

Charles Dean Campsey

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me, the undersigned Notary Public, on the 23rd day of April, 2025, by Charles Dean Campsey.

PRISCILLA D. PESINA
My Notary ID # 130000844
Expires October 21, 2026

Priscilla D. Pesina

Notary Public, State of Texas

VOL 0382 PG 0757

NINTH PARTY:

William Lee Campsey

STATE OF TEXAS §

COUNTY OF Medina §

This instrument was acknowledged before me, the undersigned Notary Public, on the 22nd day of April, 2025, by William Lee Campsey.

Notary Public, State of Texas

CHRISTINA MARTINEZ
Notary Public, State of Texas
Comm. Expires 03-03-2026
Notary ID 133624354

VOL 0382 PG 0758

EXHIBIT "A"

SHARE NUMBER ONE

Parcel 1:

724.00 ACRES

A TRACT OF LAND CONTAINING 724.00 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract, Tract 1, a 265.85 acre tract, Tract 2 & a 240.19 acre tract, Tract 3 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, situated in Survey 120, Mrs. S.E. Myers, Abstract 1649, Survey 174, John H. Gibson, Abstract 1555, Survey 173, J.H. Gibson, Abstract 335 and Survey 174, John H. Gibson, Abstract 1570, Atascosa County, Texas and Survey 120, Mrs. S.E. Myers, Abstract 1406, Medina County, Texas and being more particularly described as follows:

BEGINNING, at a found 5/8" iron rod with cap (Koch & Koch Survey), being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road, for the Southwest corner hereof and the POINT OF BEGINNING;

THENCE, N 00°15'35" E, generally along an existing fence line, being the common boundary line of said 26.583 acre tract and said 332.25 acre tract, a distance of 1,060.57 FEET, to a found 5/8" iron rod with cap (Koch & Koch Survey), being the northeast corner of said 26.583 acre tract, same being the southeast corner of a 160.00 acre tract (called) conveyed to Siestedero Ranch, LLC, recorded in Document No. 161610, Official Public Records of Atascosa County, Texas, for a deflection left;

THENCE, N 00°33'39" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 332.25 acre tract, a distance of 1,634.14 FEET, to a found 2 ½" metal post, being the northwest corner of said 332.25 acre tract and the southwest corner of said 722.79 acre tract, for a deflection left;

THENCE, N 01°00'52" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 722.79 acre tract, a distance of 1,638.90 FEET, to a found fence corner post, being the northeast corner of said 160.00 acre tract (called), also being on the south boundary line of said 265.85 acre tract, for an interior corner hereof;

THENCE, S 89°47'40" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract and said 265.85 acre tract, a distance of 1,324.00 FEET, to a found ½" iron rod, being the northwest corner of said 160.00 acre tract (called) and the southwest corner of said 265.85 acre tract, also being on the east boundary line of a 41.57 acre tract conveyed to Vanessa Kate Parish, recorded in Deed No. 2018002302, Official Public Records of Medina County, Texas, for an exterior corner hereof;

THENCE, N 00°07'49" W, generally along an existing fence line, being the common boundary line of said 41.57 acre tract and said 265.85 acre tract, a distance of 1,047.83 FEET, to a found

VOL 0382 PG 0759

fence post, being the northeast corner of said 41.57 acre tract, also being on the south boundary line of said 240.19 acre tract, for an interior corner hereof;

THENCE, S 89°31'43" W, generally along an existing fence line, being the common boundary line of said 240.19 acre tract and this tract, a distance of 2,463.13 FEET, to a found ½" iron rod, being the southwest corner of said 240.19 acre tract and the southeast corner of Lot 1, Block I, of Great Oaks Subdivision, Phase III, recorded in Volume 7, Pages 139-142, Plat Records of Medina County, Texas, also being on the north boundary line of a 41.517 acre tract conveyed to Bertha M. Fuller, recorded in Volume 112, Pages 289-313, Official Public Records of Medina County, Texas, for an exterior corner hereof;

THENCE, along an existing fence line, being the common boundary line of said Great Oaks Subdivision, Phase III and said 240.19 acre tract, as follows:

N 00°17'24" W, a distance of 1,662.81 FEET, to a found 2" metal post, for an exterior corner hereof; N 89°46'40" E, a distance of 1,116.75 FEET, to a found 2" metal post, for an interior corner hereof;

N 00°12'13" W, a distance of 2,942.19 FEET, to a found fence post, for the Northwest corner hereof;

S 89°59'42" E, a distance of 646.21 FEET, to a found fence post, being the northwest corner of a 1.408 acre tract, Tract 2 conveyed to Thompson Atascosa Farms Limited Partnership for an exterior corner hereof;

THENCE, S 23°51'40" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of 54.68 FEET, to a set ½" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 89°54'04" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of 1,216.44 FEET, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, S 00°39'15" E, generally along an existing fence line, being the common boundary line of said 1.408 acre tract and this tract, a distance of 4.50 FEET, to a found 2-1/2" metal post, being the northwest corner of said 265.85 acre tract, also being on the south boundary line of said 1,104.347 acre tract, for an interior corner hereof;

THENCE, N 88°46'54" E, along an existing fence line, being the common boundary line of said 1,104.347 acre tract and this tract, a distance of 2,329.00 FEET, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 01°13'06" E, over and across said 722.79 acre tract and said 332.25 acre tract, a distance of 9,972.46 FEET, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, for the Southeast corner hereof;

THENCE, S 89°38'54" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 535.50 FEET, to a set ½" iron rod with Howland cap, for a deflection left;

THENCE, S 89°43'37" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 904.10 FEET, to a set ½" iron rod with Howland cap, for a deflection right;

THENCE, N 85°35'46" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 254.75 FEET, to the POINT OF BEGINNING, containing 724.00 acres of land, more or less.

Parcel 2:
228.19 ACRES

A TRACT OF LAND CONTAINING 228.19 ACRES, more or less, being out of the remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, and the remainder of a 166.375 acre tract, called as Second Tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 291, Page 315, Official Public Records of Frio County, Texas, dated July 30, 2020, situated in Survey 137, Nicolas Kaufmann, Abstract 442 and Survey 148, William Hiener, Abstract 375, Frio County, Texas, and being more particularly described as follows:

BEGINNING at a found 2-1/2" metal fence corner post, being the southeast corner of said remainder of a 166.375 acre tract, same being the northeast corner of a 64.986 acre tract, conveyed to Oscar Carielo, et ux, recorded in Volume 94, Page 768, Official Public Records of Frio County, Texas, dated August 01, 2011, same being on the west right-of-way line of County Road 2400, for the Southeast corner hereof and the POINT OF BEGINNING;

THENCE, N 85°56'11" W, generally along an existing barbed wire fence, being the south boundary line of said 166.375 acre tract, same being the north boundary line of said 64.986 acre tract, same being the north boundary line of a 261.36 acre tract, conveyed to James Biediger, recorded in Volume 251, Page 13, Official Public Records of Frio County, Texas, dated October 15, 2018, also being the south right-of-way line of County Road 2515, a distance of 2,609.86 FEET, to a set 1/2" iron rod with Howland cap, being the southwest corner of said remainder of 166.375 acre tract, same being the north boundary line of said 261.36 acre tract, also being the south right-of-way line of County Road 2515, for the Southwest corner hereof;

THENCE, N 04°33'16" E, along the west boundary line of said remainder of 166.375 acre tract, same being the centerline of County Road 2515, passing a set 60d nail and the north right-of-way line of said County Road 2515, at a distance of 2,792.44, and continuing for a total distance of 3,823.55 FEET, to a set 1/2" iron rod with Howland cap, for the Northwest corner hereof;

THENCE, S 85°56'11" E, a distance of 2,600.13 FEET, to a set 1/2" iron rod with Howland cap, being on the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of a 0.91 acre tract, conveyed to Frio County, State of Texas, recorded in Volume

VOL 0382 PG 0761

164, Page 633, Deed Records of Frio County, Texas, dated May 17, 1955, also being on the west right-of-way line of County Road 2400, for the Northeast corner hereof;

THENCE, S 04°58'42" W, generally along an existing barbed wire fence, being the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of said 0.91 acre tract, also being the west right-of-way line of said County Road 2400, a distance of 1,059.17 FEET, to a fence deflection, being on the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of said 0.91 acre tract, also being on the west right-of-way line of County Road 2400, for the deflection point;

THENCE, S 04°11'25" W, generally along an existing barbed wire fence, being the east boundary line of said remainder of 317.00 acre tract and the east boundary line of said remainder of 166.375 acre tract, same being the west boundary line of said 0.91 acre tract and the west boundary line of a 1.03 acre tract, conveyed to Frio County, State of Texas, recorded in Volume 165, Page 270, Deed Records of Frio County, Texas, dated May 17, 1955, also being the west right-of-way line of said County Road 2400, a distance of 2,764.38 FEET, to the POINT OF BEGINNING, containing 228.19 acres, more or less.

VOL 0382 PG 0762

EXHIBIT "B"

SHARE NUMBER TWO

Parcel 1:

905.43 ACRES

A TRACT OF LAND CONTAINING 905.43 ACRES, more or less, being out of a 149.50 acre tract, conveyed to Kevin Todd Crouch, et al, recorded in Volume 291, Page 309, Official Public Records of Frio County, Texas, dated July 30, 2020, a 77.65 acre tract, conveyed to C.R. Thompson, recorded in Volume 125, Page 270, Deed Records of Frio County, Texas, dated February 14, 1947, a 80.00 acre tract, conveyed to C.R. Thompson, recorded in Volume 125, Page 411, Deed Records of Frio County, Texas, dated April 04, 1947, a 116.00 acre tract, conveyed to C.R. Thompson, recorded in Volume 127, Page 631, Deed Records of Frio County, Texas, dated December 08, 1947, a 150.00 acre tract, conveyed to C.R. Thompson, recorded in Volume 123, Page 20, Deed Records of Frio County, Texas, dated February 14, 1946, a remainder of a 310.68 acre tract, conveyed to C.R. Thompson, recorded in Volume 121, Page 365, Deed Records of Frio County, Texas, dated December 31, 1945, a remainder of a 159.00 acre tract, conveyed to Florence A. Thompson, recorded in Volume 99, Page 310, Deed Records of Frio County, Texas, dated February 05, 1936 and a 160.00 acre tract, conveyed to H.A. Scheller, recorded in Volume 40, Page 255, Deed Records of Frio County, Texas, dated December 21, 1909, situated in Survey 131, Zacharia Ludwig, Abstract 454, Survey 132, Frederick Volk, Abstract 652, Survey 138, John Hoffman, Abstract 374 and Survey 139, Clovis Chapoy, Abstract 263, Frio County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2" iron rod, being the northeast corner of said 149.50 acre tract, same being the northwest corner of a 726.08 acre tract, conveyed to Five P Gas Pipeline Co., recorded in Volume 102, Page 711, Official Public Records of Frio County, Texas, dated December 07, 2011, also being on the south boundary line of a 301.20 acre tract, conveyed to Thomas Peyton Nowlin, III, recorded in Volume 810, Page 365, Deed Records of Frio County, Texas, dated July 21, 1993, for the Northeast corner hereof and the POINT OF BEGINNING;

THENCE, S 04°20'39" W, diverging for about mid-length and then converging upon the occupied bowed game fence line, being the east boundary lines of said 149.50 acre tract and said 150.00 acre tract, same being the west boundary line of said 726.08 acre tract, a distance of 4,909.32 FEET, to a found 1/2" iron rod, from which a found 2-1/2" metal fence corner post bears N 11°16'49" E, a distance of 2.66 feet, being the southeast corner of said 150.00 acre tract, same being an interior corner of said 726.08 acre tract, for the northernmost Southeast corner hereof;

THENCE, N 85°26'39" W, along the south boundary line of said 150.00 acre tract, same being a north boundary line of said 726.08 acre tract, a distance of 1,060.52 FEET, to a found railroad tie laying down, from which a found 2-1/2" metal fence corner post bears N 28°02'47" W, a distance of 5.43 feet, being the northernmost southwest corner of said 726.08 acre tract, same being the northeast corner of said 116.00 acre tract, also being on the south boundary line of said 150.00 acre tract, for an interior corner hereof;

VOL 0382 PG 0763

THENCE, S 03°29'46" W, generally along an existing game fence, being the east boundary line of said 116.00 acre tract, same being the west boundary line of said 726.08 acre tract, a distance of 2,511.61 FEET, to a found 2-1/2" metal fence corner post, being the southeast corner of said 116.00 acre tract, same being on the west boundary line of said 726.08 acre tract, also being an exterior corner of a 600.00 acre tract, conveyed to Robert L. Haass, et ux, recorded in Volume 963, Page 499, Official Public Records of Frio County, Texas, dated August 10, 2001, for the southernmost Southeast corner hereof;

THENCE, N 86°09'32" W, generally along an existing game fence, being the south boundary lines of said 116.00 acre tract and said 160.00 acre tract, same being the north boundary line of said 600.00 acre tract, passing Elm Creek at a distance of 3,790.00 feet, and continuing for a total distance of 4,256.59 FEET, to a found 4" metal fence corner post, being the southwest corner of said 160.00 acre tract, same being the northwest corner of said 600.00, also being on the east boundary line of a 229.993 acre tract, conveyed to Thomas M. Grothues, recorded in Volume 121, Page 168, Official Public Records of Frio County, Texas, dated September 17, 2012, for the Southwest corner hereof;

THENCE, N 04°16'44" E, generally along an existing game fence, being the west boundary line of said 160.00 acre tract, same being the east boundary line of said 229.993 acre tract, a distance of 1,150.31 FEET, to a found 2-1/2" metal fence corner post, being the northeast corner of said 229.993 acre tract, same being the southeast corner of a 90.21 acre tract, conveyed to Scott Herring, et ux, recorded in Volume 45, Page 50, Official Public Records of Frio County, Texas, dated March 19, 2008, for a deflection point hereof;

THENCE, N 04°20'32" E, generally along an existing game fence, being the west boundary line of said 160.00 acre tract, same being the east boundary line of said 90.21 acre tract, a distance of 1,455.66 FEET, to a found 1/2" iron rod, from which a found 4" metal fence corner post bears N 08°26'09" W, a distance of 2.12 feet, being the northwest corner of said 160.00 acre tract, same being the northeast corner of said 90.21 acre tract, also being on the south boundary line of said remained of a 310.68 acre tract, for a deflection point hereof;

THENCE, N 04°15'36" E, a distance of 3,290.57 FEET, to a set 1/2" iron rod with Howland cap, for a deflection Left;

THENCE, N 51°36'26" W, a distance of 2,071.90 FEET, to a set 1/2" iron rod with Howland cap, for a deflection Left;

THENCE, N 89°52'26" W, a distance of 830.06 FEET, to a set 1/2" iron rod with Howland cap, being on the west boundary line of said remainder of 159.00 acre tract, same being the east boundary line of a 3.91 acre tract, conveyed to Frio County-State of Texas, recorded in Volume 165, Page 267, Deed Records of Frio County, Texas, dated May 17, 1955, also being on the east right-of-way line of County Road 2400, for an exterior corner hereof, this being on a non-tangent curve, having a radius of 636.62 FEET, and a chord of N 49°52'09" E ~ 900.32 FEET;

VOL 0382 PG 0764

THENCE, with the east right-of-way line of County Road 2400, same being the west boundary line of said remainder of 159.00 acre tract, along said curve right, an arc length of 1,000.00 FEET, to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 84°24'46" E, generally along an existing game fence, being the north boundary line of said remainder of 159.00 acre tract, same being the south right-of-way line of County Road 2400, a distance of 1,205.31 FEET, to a set 1/2" iron rod with Howland cap, being on the north boundary line of said remainder of 159.00 acre tract, same being on the south right-of-way line of County Road 2400, being on a curve, having a radius of 636.62 FEET, and a chord of N 86°11'45" E ~ 207.76 FEET;

THENCE, with the south right-of-way line of County Road 2400, same being the north boundary line of said remainder of 159.00 acre tract, along said curve left, an arc length of 208.70 FEET, to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 84°06'32" E, generally along an existing game fence, being the north boundary line of said remainder of 159.00 acre tract, same being the south right-of-way line of County Road 2400, a distance of 420.43 FEET, to a found 4" metal fence corner post, being on the north boundary line of said remainder of 159.00 acre tract, same being the southwest corner of a 321.30 acre tract, conveyed to Michael Mello, recorded in Volume 48, Page 732, Official Public Records of Frio County, Texas, dated June 23, 2008, for a deflection point hereof;

THENCE, S 83°54'42" E, generally along an existing barbed wire and game fence, being the north boundary lines of said remainder of 159.00 acre tract, said 77.65 acre tract and said 80.00 acre tract, same being the south boundary line of said 321.30 acre tract, a distance of 2,631.21 FEET, to a found 2-1/2" metal fence corner post, being on the north boundary line of said 80.00 acre tract, same being the southeast corner of said 321.30 acre tract, also being the southwest corner of Tract No. 1, a 7.77 acre tract, conveyed to Arturo R. Hernandez, recorded in Volume 884, Page 60, Deed Records of Frio County, Texas, dated December 19, 1996, for a deflection point hereof;

THENCE, S 83°53'26" E, generally along an existing barbed wire and game fence, being the north boundary lines of said 80.00 acre tract and said 149.50 acre tract, same being the south boundary line of said Tract No. 1, also being the south boundary lines of Tract No. 2, a 7.77 acre tract, conveyed to Leo Cunningham, et ux, recorded in Volume 977, Page 111, Deed Records of Frio County, Texas, dated April 01, 2002, Tract No. 3, a 7.77 acre tract, conveyed to Berta Hernandez Sanchez, recorded in Volume 884, Page 60, Deed Records of Frio County, Texas, dated December 19, 1996, Tract No. 4, a 7.77 acre tract, conveyed to Ignacio Arce, et ux, recorded in Volume 61, Page 958, Official Public Records of Frio County, Texas, dated June 22, 2009, Tract No. 5, a 7.77 acre tract and Tract No. 6, a 7.77 acre tract, both tracts conveyed to James E. Balderrama, recorded in Volume 250, Page 364, Official Public Records of Frio County, Texas, dated October 04, 2018 and said 301.20 acre tract, a distance of 2,728.39 FEET, to the POINT OF BEGINNING, containing 905.43 acres, more or less.

VOL 0382 PG 0765

Parcel 2:

104.46 ACRES

A TRACT OF LAND CONTAINING 104.46 ACRES, more or less, being out of the remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, situated in Survey 137, Nicolas Kaufmann, Abstract 442, Frio County, Texas, and being more particularly described as follows:

COMMENCING at a found 2-1/2" metal fence corner post, being the southeast corner of a remainder of a 166.375 acre tract, called as Second Tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 291, Page 315, Official Public Records of Frio County, Texas, dated July 30, 2020, same being the northeast corner of a 64.986 acre tract, conveyed to Oscar Carielo, et ux, recorded in Volume 94, Page 768, Official Public Records of Frio County, Texas, dated August 01, 2011, same being on the west right-of-way line of County Road 2400, Thence, N 04°11'25" E, generally along an existing fence line, being the east boundary line of said remainder of 166.375 acre tract, same being the west right-of-way line of County Road 2400, a distance of 2,764.38 feet, to a fence deflection, Thence, N 04°58'42" E, generally along an existing fence line, being the east boundary line of said remainder of 317.00 acre tract, same being the west right-of-way line of County Road 2400, a distance of 1,059.17 feet, to a set 1/2" iron rod with Howland cap, for an exterior corner hereof and the POINT OF BEGINNING;

THENCE, N 85°56'11" W, a distance of 2,600.13 FEET, to a set 1/2" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 04°33'16" W, passing the north right-of-way line of County Road 2515, at a distance of 1,031.10 feet, continuing for a total distance of 1,070.05 FEET, to a set 60d nail in said road, being the northwest corner of said remainder of 166.375 acre tract, same being the south boundary line of said remainder of 317.00 acre tract, for an exterior corner hereof;

THENCE, N 85°03'17" W, generally along an existing fence line, being the south boundary line of said remainder of 317.00 acre tract, same being the north boundary line of a 160.39 acre tract, conveyed to Rojelio P. Espinosa, recorded in Volume 44, Page 751, Official Public Records of Frio County, Texas, dated March 12, 2008, also being the south right-of-way line of County Road 2515, a distance of 1,680.56 FEET, to a set 1/2" iron rod with Howland cap, being on the south boundary line of said remainder of 317.00 acre tract, same being the north boundary line of said 160.39 acre tract, also being the south boundary line of County Road 2515, for an exterior corner hereof;

THENCE, N 05°00'54" E, a distance of 860.54 FEET, to a set 1/2" iron rod with Howland cap, for an interior corner hereof;

THENCE, N 85°03'17" W, a distance of 860.54 FEET, to a set 60d nail, being on the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, conveyed to Joe Burton Biediger, recorded in Volume 199, Page 481, Deed

VOL 0382 PG 0766

Records of Frio County, Texas, dated October 15, 1963, also being in said County Road 2515, for an exterior corner hereof;

THENCE, N 05°00'54" E, along the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being the centerline of said County Road 2515, a distance of 308.62 FEET, to a set 60d nail, being on the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being in said County Road 2515, for an exterior corner hereof;

THENCE, S 85°26'44" E, a distance of 2,531.63 FEET, to a set 1/2" iron rod with Howland cap, for an interior corner hereof;

HENCE, N 04°33'16" E, a distance of 768.45 FEET, to a set 1/2" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 85°56'11" E, a distance of 2,606.68 FEET, to a set 1/2" iron rod with Howland cap, being on the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of a 0.91 acre tract, conveyed to Frio County, State of Texas, recorded in Volume 164, Page 633, Deed Records of Frio County, Texas, dated May 17, 1955, also being the west right-of-way line of County Road 2400, for the Northeast corner hereof;

THENCE, S 04°58'42" W, along an existing barbed wire fence, being the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of said 0.91 acre tract, also being the west right-of-way line of County Road 2400, a distance of 884.94 FEET, to the POINT OF BEGINNING, containing 104.46 acres, more or less.

VOL 0382 PG 0767

EXHIBIT "C"

SHARE NUMBER THREE

Parcel 1:

824.03 ACRES

A TRACT OF LAND CONTAINING 824.03 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Deed Records of Atascosa County, Texas and a 265.85 acre tract, Tract 2 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, situated in Survey 173, J.H. Gibson, Abstract 335, Survey 174, John H. Gibson, Abstract 1555 and Survey 174, John H. Gibson, Abstract 1570, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 5/8" iron rod with cap, being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road; Thence, S 89°35'43" E, along the north right of way line of said Old Devine Road, a distance of 1,693.63 feet, to a set ½" iron rod with Howland cap, for the Southwest corner hereof and the POINT OF BEGINNING;

THENCE, N 01°13'06" W, over and across said 332.25 acre tract and said 722.79 acre tract, a distance of 9,972.46 FEET, to a set ½" iron rod with Howland cap, being on the common boundary line of said 722.79 acre tract and a 1,104.347 acre tract conveyed to Land Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for the Northwest corner hereof;

THENCE, N 88°46'54" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 1,104.347 acre tract, a distance of 3,725.04 FEET, to a found 3" metal pipe fence corner, being the northwest corner of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, for the Northeast corner hereof;

THENCE, S 00°26'13" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 448.21 acre tract, a distance of 4,776.25 FEET, to a found fence post, being the northwest corner of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, for a deflection left;

THENCE, S 00°26'13" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 448.21 acre tract, a distance of 4,776.25 FEET, to a found fence post, being the northwest corner of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, for a deflection left;

VOL 0382 PG 0768

THENCE, S 00°37'36" E, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 361.293 acre tract, a distance of 2,516.27 FEET, to a set ½" iron rod with Howland cap, being the southeast corner of said 722.79 acre tract and the northeast corner of said 332.25 acre tract, also being on the west boundary line of said 361.293 acre tract, for an exterior corner hereof;

THENCE, S 89°27'05" W, along an existing fence line, being the common boundary line of said 722.79 acre tract and said 361.293 acre tract, a distance of 247.08 FEET, to a set ½" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 00°29'37" E, over and across said 361.293 acre tract, a distance of 2,717.04 FEET, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, for the Southeast corner hereof;

THENCE, S 89°35'10" W, along an existing fence line being the north right of way line of said Old Devine Road, a distance of 1,463.48 FEET, to a set ½" iron rod with Howland cap, for a deflection left;

THENCE, S 88°54'36" W, along an existing fence line being the north right of way line of said Old Devine Road, a distance of 1,218.82 FEET, to a set ½" iron rod with Howland cap, for a deflection right;

THENCE, S 89°38'54" W, generally along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 670.41 FEET, to the POINT OF BEGINNING, containing 824.03 acres of land, more or less.

VOL 0382 PG 0769

Parcel 2:

17.00 ACRES

A TRACT OF LAND CONTAINING 17.00 ACRES, more or less, being out of the remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, situated in Survey 137, Nicolas Kaufmann, Abstract 442, Frio County, Texas, and being more particularly described as follows:

COMMENCING at a found 2-1/2" metal fence corner post, being the southeast corner of a remainder of a 166.375 acre tract, called as Second Tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 291, Page 315, Official Public Records of Frio County, Texas, dated July 30, 2020, same being the northeast corner of a 64.986 acre tract, conveyed to Oscar Carielo, et ux, recorded in Volume 94, Page 768, Official Public Records of Frio County, Texas, dated August 01, 2011, same being on the west right-of-way line of County Road 2400, Thence, N 04°11'25" E, generally along an existing fence line, being the east boundary line of said remainder of 166.375 acre tract, same being the west right-of-way line of County Road 2400, a distance of 2,764.38 feet, to a fence deflection, Thence, N 04°58'42" E, generally along an existing fence line, being the east boundary line of said remainder of 317.00 acre tract, same being the west

right-of-way line of County Road 2400, passing a set 1/2" iron rod with Howland cap, at a distance of 1,059.17 feet, and continuing for a total distance of 1,944.11 feet, to a set 1/2" iron rod with Howland cap, for the Southeast corner hereof and the POINT OF BEGINNING;

THENCE, N 85°56'11" W, a distance of 2,606.68 FEET, to a set 1/2" iron rod with Howland cap, for the Southwest corner hereof;

THENCE, N 04°33'16" E, a distance of 283.99 FEET, to a set 1/2" iron rod with Howland cap, for the Northwest corner hereof;

THENCE, S 85°56'11" E, a distance of 2,608.78 FEET, to a set 1/2" iron rod with Howland cap, being on the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of a 0.91 acre tract, conveyed to Frio County, State of Texas, recorded in Volume 164, Page 633, Deed Records of Frio County, Texas, dated May 17, 1955, also being the west right-of-way line of County Road 2400, for the Northeast corner hereof;

THENCE, S 04°58'42" W, generally along an existing barbed wire fence, being the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of said 0.91 acre tract, also being the west right-of-way line of County Road 2400, a distance of 284.01 FEET, to the POINT OF BEGINNING, containing 17.00 acres, more or less.

VOL 0382 PG 0770

Parcel 3:

160 ACRES

Being 160.00 acres, more or less, out of the F. Bower Survey No. 142, Abstract No. 69, Frio County, Texas, being the South half of Survey No. 142, District No. 2, originally granted to Frederick Bower, by Castro's Colony, Cert. No. 174, patented to J. B. Lacoste, October 11, 1851, by Pat. No. 964, Abst. No. 69, and being the same property described as Tract 1 in a Guardians Deed dated January 21, 1948, from G.W. Thompson—Guardian to C.R. Thompson and being recorded in Volume 128, Page 273, Deed Records of Frio County, Texas.

EXHIBIT "D"

SHARE NUMBER FOUR

Parcel 1:

55.32 ACRES

A TRACT OF LAND CONTAINING 55.32 ACRES, more or less, being out of a 146.931 acre tract (called), Lot 3 conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, on July 01, 2003 and a 151.14 acre tract (called), Lot 2 conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, on July 01, 2003, situated in Survey 1, R.T. Co., Abstract 755 and Survey 1 ½, J.R. Roundtree, Abstract 1638, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found ½" iron rod, being the southeast corner of a 1,305.84 acre tract conveyed to James R. Lowe, recorded in Volume 159, Pages 284-289, Deed Records of Atascosa County, Texas, on December 20, 2000 and the northeast corner of said Lot 3, same being on the west boundary line of a 887.87 acre tract conveyed to RJK Ranch Holdings, LLC, recorded in Document No. 144703, Deed Records of Atascosa County, Texas, on August 23, 2013, for the Northeast corner hereof and the POINT OF BEGINNING;

THENCE, S 00°24'53" E, along an existing fence line with the common boundary line of said Lot 3 and this tract, a distance of 237.54 FEET, to a found ½" iron rod, being the southwest corner of said 887.87 acre tract and the northwest corner of a 921.91 acre tract conveyed to Stanley Wayne Shipman, recorded in Document No. 150430, Deed Records of Atascosa County, Texas, being on the east boundary line of said Lot 3, for a deflection right;

THENCE, S 00°12'47" E, along an existing fence line with the common boundary line of said Lot 3 and this tract, a distance of 662.68 FEET, to a set ½" iron rod with Howland cap, being on the west boundary line of said 921.91 acre tract, same being the northeast corner of a 29.387 acre tract, Tract 2 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for the Southeast corner hereof;

THENCE, S 89°47'05" W, along the common boundary line of said Tract 2 and this tract, a distance of 1,456.48 FEET, to a set ½" iron rod with Howland cap, being on the west boundary line of said Tract 2 and the east boundary line of a 25.19 acre tract, Tract 1 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, N 00°09'25" W, along the common boundary line of said Tract 1 and this tract, a distance of 118.39 FEET, to a set ½" iron rod with Howland cap, being the northeast corner of said Tract 1, for an interior corner hereof;

THENCE, S 89°54'49" W, along the common boundary line of said Tract 1 and this tract, a distance of 1,438.52 FEET, to a set ½" iron rod with Howland cap, being the northwest corner of said Tract 1, same being on the west boundary line of a 1,104.347 acre tract conveyed to Land

VOL 0382 PG 0771

Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for the Southwest corner hereof;

THENCE, N 00°10'10" W, along an existing fence line, being the common boundary line of said 1,104.347 acre tract and this tract, a distance of 762.57 FEET, to a set ½" iron rod with Howland cap, being the northwest corner of said Lot 2, same being on the south boundary line of said 1,305.84 acre tract, for the Northwest corner hereof;

THENCE, N 89°28'03" E, generally along an existing fence line being the common boundary line of said 1,305.84 acre tract and this tract, a distance of 2,893.51 FEET, to the POINT OF BEGINNING, containing 55.32 acres of land, more or less.

VOL 0382 PG 0772

Parcel 2:

414.02 ACRES

A TRACT OF LAND CONTAINING 414.02 ACRES, more or less, being out of a 146.931 acre tract (called), Lot 3 conveyed to Carol Crouch Thompson, recorded in Volume 239, Pages 120, Deed Records of Atascosa County, Texas, on July 01, 2003; a 151.14 acre tract (called), Lot 2 conveyed to Carol Couch Thompson, recorded in Volume 239, Pages 120, Deed Records of Atascosa County, Texas, on July 01, 2003; a 1.87 acre tract, tract 4 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas; a 82.44 acre tract (called) conveyed to Margaret H. Thompson, recorded in Volume 446, Pages 459-461, Deed Records of Atascosa County, Texas and a 82.00 acre tract (called) conveyed to Margaret H. Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, situated in Survey 1, R.T. Co., Abstract 755, Survey 2, N. Reynolds, Abstract 1605 and Survey 2, J.A. Bryan, Abstract 1553, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found ½" iron rod, being the easternmost northeast corner of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, same being on the west boundary line of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas and the southeast corner of said 82.00 acre tract (called), for the Southeast corner hereof and the POINT OF BEGINNING;

THENCE, S 89°24'41" W, along an existing fence line with the common boundary line of said 448.21 acre tract and this tract, a distance of 2,888.06 FEET, to a set ½" iron rod with Howland cap, being the interior corner of said 448.21 acre tract and the southwest corner of said 82.00 acre tract (called), for the southwest corner hereof;

THENCE, along an existing fence line with the common boundary line of said 448.21 acre tract and this tract, as follows:

N 00°29'49" W, a distance of 2,515.56 FEET, to a found ½" iron rod, being the northeast corner of said 448.21 acre tract and the southwest corner of a 151.14 acre tract (called)

conveyed to Carol Crouch Thompson, recorded in Volume 239, Page 120, Deed Records of Atascosa County, Texas, also being the southeast corner of said 1.87 acre tract, for an interior corner hereof;

S 89°48'19" W, a distance of 2,872.00 FEET, to a found ½" iron rod, being the northwest corner of said 448.21 acre tract and an interior corner of said 1.87 acre tract, for an interior corner hereof;

S 00°22'46" E, a distance of 265.86 FEET, to a found 3" metal pipe, being the northeast corner of a 722.79 acre tract, Tract 1 conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, for an exterior corner hereof;

HENCE, S 88°42'47" W, along an existing fence line with the common boundary line of said 722.79 acre tract and this tract, a distance of 26.04 FEET, to a set ½" iron rod with Howland cap, being an exterior corner of said 1.87 acre tract, same being on the north boundary line of said 722.79 acre tract, also being on the south boundary line of a 1,104.347 acre tract conveyed to Land Bueno, LLC, recorded in Document No. 196868, Official Public Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, N 00°15'35" W, along the common boundary line of said 1,104.347 acre tract and this tract, a distance of 291.72 FEET, to a found ½" iron rod, being the northwest corner of said 1.87 acre tract and interior corner of said 1,104.347 acre tract, for an exterior corner hereof;

THENCE, N 89°47'32" E, along the common boundary line of said 1,104.347 acre tract and this tract, a distance of 2,897.54 FEET, to a set ½" iron rod with Howland cap, being the southeast corner of said 1,104.347 acre tract, same being on the west boundary line of said 151.14 acre tract (called), for an interior corner hereof;

THENCE, N 00°08'38" W, along an existing fence line being the common boundary line of said 1,104.347 acre tract and this tract, a distance of 3,787.18 FEET, to a set ½" iron rod with Howland cap, being the southwest corner of a 25.19 acre tract, Tract 1 conveyed to Kevin Todd Crouch, recorded in Document No. 196897, Deed Records of Atascosa County, Texas, also being on the east boundary line of said 1,104.347 acre tract and the west boundary line of said 151.14 acre tract, for the Northwest corner hereof;

THENCE, N 89°51'22" E, along the common boundary line of said 25.19 acre tract and this tract, a distance of 1,438.67 FEET, to a set ½" iron rod with Howland cap, being the southeast corner of said 25.19 acre tract, also being on the west boundary line of a 29.387 acre tract conveyed to Kevin Todd Crouch, Tract 2 recorded in Document No. 196897, Deed Records of Atascosa County, Texas, for an exterior corner hereof;

THENCE, S 00°09'56" E, along the common boundary line of said 29.387 acre tract and this tract, a distance of 238.23 FEET, to a set ½" iron rod with Howland cap, being the southwest corner of said 29.387 acre tract, for an interior corner hereof;

VOL 0382 PG 0773

THENCE, N 89°47'05" E, along the common boundary line of said 29.387 acre tract and this tract, a distance of 1,457.34 FEET, to a set ½" iron rod with Howland cap, being the southeast corner of said 29.387 acre tract, also being on the west boundary line of a 921.91 acre tract conveyed to Stanley Wayne Shipman, recorded in Document No. 150430, Deed Records of Atascosa County, Texas, for the Northeast corner hereof;

THENCE, S 00°12'47" E, generally along an existing fence line being the common boundary line of said 921.91 acre tract and this tract, a distance of 4,973.24 FEET, to a found ½" iron rod, being the southwest corner of said 921.91 acre tract, same being the northwest corner of said 1,303.801 acre tract, for a deflection left;

THENCE, S 00°12'55" E, generally along an existing fence line being the common boundary line of said 1,303.801 acre tract and this tract, a distance of 1,096.64 FEET, to the POINT OF BEGINNING, containing 414.02 acres of land, more or less.

VOL 0382 PG 0774

Parcel 3:

481.45 ACRES

A TRACT OF LAND CONTAINING 481.45 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas; a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Deed Records of Atascosa County, Texas; a 160.00 acre tract (called) conveyed to C.R. Thompson, recorded in Volume 196, pages 337-338, Deed Records of Atascosa County, Texas; a 2.179 acre tract, a 0.019 acre tract, a 0.169 acre tract conveyed to Carol Crouch, recorded in Volume 171, Pages 792-796, Official Public Records of Atascosa County, Texas; a 228.16 acre tract conveyed to Kevin Todd Crouch and Suzanne Elizabeth Crouch, recorded in Document No. 206312, Official Public Records of Atascosa County, Texas, on July 30, 2020 and a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, Texas, situated in Survey 2, J.C. Peterson, Abstract 1569, Survey 2, A.J. Murray, Abstract 1567, Survey 2, B.G. Gaylord, Abstract 1576 and Survey 2, R.J. Johnson, Abstract 1666, Survey 174, John H. Gibson, Abstract 1555, Atascosa County, Texas and being more particularly described as follows:

BEGINNING, at a found 6x6 concrete monument, being the southeast corner of said 160.00 acre tract (called), also being the southwest corner of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas, same being on the north boundary line of an 509.60 acre tract conveyed to Stanley G. Tebbe, recorded in Document No. 141695, Official Public Records of Atascosa County, Texas, for the Southeast corner hereof and the POINT OF BEGINNING;

THENCE, S 89°56'36" W, generally along an existing fence line, being the common boundary line of said 160.00 acre tract (called) and this tract, a distance of 2,765.20 FEET, to a found 2-½" metal post, being the southwest corner of said 160.00 acre tract and a southeast corner of said 361.293 acre tract, for a deflection left;

THENCE, S 89°13'52" W, generally along an existing fence line, being the common boundary line of said 0.019 acre tract and this tract, a distance of 963.37 FEET, to a set ½" iron rod with Howland cap, being the southeast corner of a 2.00 acre tract of School District, for an exterior corner hereof;

THENCE, along the common boundary line of said 2.00 acre tract and this tract, to a set ½" iron rod with Howland cap, as follows:

N 00°28'40" W, a distance of 297.49 FEET, for an interior corner hereof;

S 89°29'30" W, a distance of 295.14 FEET, for an interior corner hereof;

S 00°28'42" E, a distance of 298.21 FEET, being on the north right of way line of Old Devine Road, also being on the south boundary line of said 0.169 acre tract. for an exterior corner hereof;

THENCE, S 89°22'03" W, generally along an existing fence line, being the common boundary line of said 0.169 acre tract and this tract, a distance of 50.00 FEET, to a found fence post, being on the north right of way line of said Old Devine Road, for a deflection right;

THENCE, over and across said 361.293 acre tract, to a set ½" iron rod with Howland cap, as follows:

N 00°28'42" W, a distance of 348.31 FEET, for an exterior corner hereof;

N 89°29'30" E, a distance of 584.85 FEET, for an interior corner hereof;

N 00°09'30" W, a distance of 5,016.55 FEET, being on the common boundary line of a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas and said 361.293 acre tract, for the Northwest corner hereof;

THENCE, N 89°23'20" E, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 361.293 acre tract, a distance of 725.57 FEET, to a found fence post, being the northeast corner of said 361.293 acre tract, same being on the west boundary line of said 228.16 acre tract, also being the south corner of said 448.21 acre tract, for an interior corner hereof;

THENCE, N 00°12'51" W, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 228.16 acre tract, a distance of 790.21 FEET, to a found fence post, being the northwest corner of said 228.16 acre tract and an interior corner of said 448.21 acre tract, for an exterior corner hereof;

THENCE, N 89°26'43" E, generally along an existing fence line, being the common boundary line of said 448.21 acre tract and said 228.16 acre tract, a distance of 2,752.93 FEET, to a found 1" metal post, being the southeast corner of said 448.21 acre tract, being on the west boundary line of said 1,303.801 acre tract, for the Northeast corner hereof;

VOL 0382 PG 0775

THENCE, S 00°05'05" E, along an existing fence line, being the common boundary line of said 1,303.801 acre tract and this tract, a distance of 3,385.86 FEET, to a found fence post, for a deflection left;

THENCE, S 00°31'01" E, along an existing fence line, being the common boundary line of said 1,303.801 acre tract and this tract, a distance of 2,789.34 FEET, to the POINT OF BEGINNING, containing 481.45 acres of land, more or less.

VOL 0382 PG 0776

Parcel 4:

17.00 ACRES

A TRACT OF LAND CONTAINING 17.00 ACRES, more or less, being out of the remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, situated in Survey 137, Nicolas Kaufmann, Abstract 442, Frio County, Texas, and being more particularly described as follows:

COMMENCING at a found 5/8" iron rod with "Charles Rothe" cap, being the northwest corner of said remainder of a 317.00 acre tract, same being an interior corner of a 313.234 acre tract, conveyed to Anthony J. Mello and Michael Mello, recorded in Volume 993, Page 378, Official Public Records of Frio County, Texas, dated February 21, 2003, Thence, S 05°03'12" W, generally along a hog wire fence, being the west boundary line of said remainder of 317.00 acre tract, same being the southernmost east boundary line of said 313.234 acre tract, a distance of 701.83 feet, to a set 60d nail, being an exterior corner of said 313.234 acre tract, same being the northeast corner of a 312.26 acre tract, conveyed to Joe Burton Biediger, recorded in Volume 199, Page 481, Deed Records of Frio County, Texas, dated October 15, 1963, same being the west boundary line of said remainder of 317.00 acre tract, also being in the centerline of County Road 2515, for deflection point, Thence, S 05°00'54" W, along the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line said 312.26 acre tract, also being the centerline of County Road 2515, passing a set 60d nail at a distance of 812.14 feet, and continuing for a total distance of 1,120.76 feet, to a set 60d nail, being on the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being the centerline of County Road 2515, for the Northwest corner hereof and the POINT OF BEGINNING;

THENCE, S 85°03'17" E, a distance of 860.54 FEET, to a set 1/2" iron rod with Howland cap, for the northeast corner hereof;

THENCE, S 05°00'54" W, a distance of 860.54 FEET, to a set 1/2" iron rod with Howland cap, being on the south boundary line of said remainder of 317.00 acre tract, same being the north boundary line of a 160.39 acre tract, recorded in Volume 44, Page 751, Official Public Records of Frio County, Texas, dated March 12, 2008, also being the south right-of-way line of County Road 2515, for the southeast corner hereof;

THENCE, N 85°03'17" W, generally along an existing barbed wire fence, being the south boundary line of said 317.00 acre tract, same being the north boundary line of said 160.39 acre tract, also being the south right-of-way line of County Road 2515, a distance of 860.54 FEET, to a set 1/2" iron rod with Howland cap, being the southwest corner of said remainder of 317.00 acre tract, same being the south right-of-way line of County Road 2515, for the southwest corner hereof;

THENCE, N 05°00'54" E, along the west boundary line of said 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being the centerline of County Road 2515, a distance of 860.54 FEET, to the POINT OF BEGINNING, containing 40.00 acres, more or less.

VOL 0382 PG 0777

Easement

All right, title, and interest to that certain Access Easement Agreement dated June 11, 2007, by and between JACK AND ARNELL HARLAN, ET AL., as grantor, and CROUCH LAND & CATTLE COMPANY and the Estate of Margaret H. Thompson, as Grantee, recorded as File Number 91651 in the Deed Records of Atascosa County, Texas.

EXHIBIT "E"

SHARE NUMBER FIVE

237.68 ACRES

A TRACT OF LAND CONTAINING 237.68 ACRES, more or less, being out of the remainder of a 310.68 acre tract, conveyed to C.R. Thompson, recorded in Volume 121, Page 365, Deed Records of Frio County, Texas, dated December 31, 1945 and a remainder of a 159.00 acre tract, conveyed to Florence A. Thompson, recorded in Volume 99, Page 310, Deed Records of Frio County, Texas, dated February 05, 1936, situated in Survey 131, Zacharia Ludwig, Abstract 454, Frio County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2" iron rod, from which a found 4" metal fence corner post bears N 08°26'09" W, a distance of 2.12 feet, being the northeast corner of a 90.21 acre tract, conveyed to Scott Herring, et ux, recorded in Volume 45, Page 50, Official Public Records of Frio County, Texas, dated March 19, 2008, same being the northwest corner of a 160.00 acre tract, conveyed to H.A. Scheller, recorded in Volume 40, Page 255, Deed Records of Frio County, Texas, dated December 21, 1909, also being on the south boundary line of said 310.68 acre tract, for the Southeast corner hereof and the POINT OF BEGINNING;

THENCE, N 84°51'37" W, generally along an existing game fence, being the north boundary line of said 90.21 acre tract, same being the south boundary line of said 310.68 acre tract, a distance of 2,589.48 FEET, to a found 3" metal fence corner post, being the occupied northwest corner of said 90.21 acre tract, same being the southeast corner of a 3.91 acre tract, conveyed to Frio County-State of Texas, recorded in Volume 165, Page 267, Deed Records of Frio County, Texas, dated May 17, 1955, also being on the east right-of-way line of County Road 2400, for the Southwest corner hereof;

THENCE, N 04°52'09" E, generally along an existing game fence, being the west boundary lines of said 310.68 acre tract and said 159.00 acre tract, same being the east boundary line of said 3.91 acre tract, also being the east right-of-way line of County Road 2400, a distance of 4,353.79 FEET, to a set 1/2" iron rod with Howland cap, being on the west boundary line of said 159.00 acre tract, same being the east boundary line of said 3.91 acre tract, also being on the east right-of-way line of County Road 2400, for the Northwest corner hereof;

THENCE, S 89°52'26" E, a distance of 830.06 FEET, to a set 1/2" iron rod with Howland cap, for a deflection point hereof;

THENCE, S 51°36'26" E, a distance of 2,071.90 FEET, to a set 1/2" iron rod with Howland cap, for a deflection point hereof;

THENCE, S 04°15'36" W, a distance of 3,290.57 FEET, to the POINT OF BEGINNING, containing 237.68 acres, more or less.

VOL 0382 PG 0778

EXHIBIT "F"

SHARE NUMBER SIX

227.94 ACRES

A TRACT OF LAND CONTAINING 227.94 ACRES, more or less, being out of the remainder of a 160.00 acre tract, called as Third Tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 291, Page 315, Official Public Records of Frio County, Texas, dated July 30, 2020 and a remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, situated in Survey 137, Nicolas Kaufmann, Abstract 442, Frio County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2" iron rod, being the northwest corner of said remainder of 160.00 acre tract, same being the southwest corner of a 3.582 acre tract, conveyed to Anthony Mello and Annie Mello, recorded in Volume 20, Page 256, Official Public Records of Frio County, Texas, dated May 10, 2006, also being on the east boundary line of a 313.234 acre tract, conveyed to Anthony J. Mello and Michael Mello, recorded in Volume 993, Page 378, Official Public Records of Frio County, Texas, dated February 21, 2003, for the Northwest corner hereof and the POINT OF BEGINNING;

THENCE, S 85°08'57" E, generally along an existing barbed wire fence, being the north boundary line of said remainder of 160.00 acre tract, same being the south boundary line of said 3.582 acre tract, a distance of 2,600.46 FEET, to a set 1/2" iron rod with Howland cap, being the northeast corner of said remainder of 160.00 acre tract, same being the southeast corner of said 3.582 acre tract, same being a point on the west boundary line of a 0.91 acre tract, conveyed to Frio County, State of Texas, recorded in Volume 165, Page 268, Deed Records of Frio County, Texas, dated May 17, 1955, also being on the west right-of-way line of County Road 2400, for the Northeast corner hereof;

THENCE, S 04°55'36" W, generally along an existing barbed wire fence, being the east boundary line of said remainder of 160.00 acre tract, same being the west boundary line of said 0.91 acre tract, also being the west right-of-way line of County Road 2400, a distance of 2,607.68 FEET, to a found 1/2" iron rod, being the southeast corner of said remainder of 160.00 acre tract, same being the northeast corner of said remainder of 317.00 acre tract, also being on the west right-of-way line of County Road 2400, for a deflection hereof;

THENCE, S 04°58'42" W, generally along an existing barbed wire fence, being the east boundary line of said remainder of 317.00 acre tract, same being the west boundary line of a 0.91 acre tract, conveyed to Frio County, State of Texas, recorded in Volume 164, Page 633, Deed Records of Frio County, Texas, dated May 17, 1955, also being the west right-of-way line of County Road 2400, a distance of 398.10 FEET, to a set 1/2" iron rod with Howland cap, for the northernmost Southeast corner hereof;

THENCE, N 85°56'11" W, a distance of 2,608.78 FEET, to a set 1/2" iron rod with Howland cap, for an interior corner hereof;

VOL 0382 PG 0779

THENCE, S 04°33'16" W, a distance of 1,052.43 FEET, to a set 1/2" iron rod with Howland cap, for the southernmost Southeast corner hereof;

THENCE, N 85°26'44" W, a distance of 1,377.36 FEET, to a set 1/2" iron rod with Howland cap, for the Southwest corner hereof;

THENCE, N 05°06'21" E, a distance of 1,502.44 FEET, to a set 1/2" iron rod with Howland cap, being on the north boundary line of said remainder of 317.00 acre tract, same being the south boundary line of said 313.234 acre tract, for an exterior corner hereof;

THENCE, S 84°52'24" E, along an existing barbed wire fence, being the north boundary line of said remainder of 317.00 acre tract, same being the south boundary line of said 313.234 acre tract, a distance of 1,364.35 FEET, to a found 4" metal fence corner post, being the southeast corner of said remainder of 317.00 acre tract, same being the southwest corner of said remainder of 160.00 acre tract, for an interior corner hereof;

THENCE, N 05°08'36" E, along an existing barbed wire fence, being the west boundary line of said remainder of 160.00 acre tract, same being the east boundary line of said 313.234 acre tract, a distance of 2,605.34 FEET, to the POINT OF BEGINNING, containing 227.94 acres, more or less.

VOL 0382 PG 0780

EXHIBIT "G"

SHARE NUMBER SEVEN

40.00 ACRES

A TRACT OF LAND CONTAINING 40.00 ACRES, more or less, being out of the remainder of a 317.00 acre tract, conveyed to Crouch Land and Cattle Company, recorded in Volume 589, Page 195, Deed Records of Frio County, Texas, dated November 30, 1987, situated in Survey 137, Nicolas Kaufmann, Abstract 442, Frio County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8" iron rod with "Charles Rothe" cap, being the northwest corner of said remainder of a 317.00 acre tract, same being an interior corner of a 313.234 acre tract, conveyed to Anthony J. Mello and Michael Mello, recorded in Volume 993, Page 378, Official Public Records of Frio County, Texas, dated February 21, 2003, for the Northwest corner hereof and the POINT OF BEGINNING;

THENCE, S 84°52'24" E, generally along an existing barbed wire fence, being the north boundary line of said remainder of 317.00 acre tract, same being the south boundary line of said 313.234 acre tract, a distance of 1,156.15 FEET, to a set 1/2" iron rod with Howland cap, for the northeast corner hereof;

THENCE, S 05°06'21" W, a distance of 1,502.44 FEET, to a set 1/2" iron rod with Howland cap, for the southeast corner hereof;

THENCE, N 85°26'44" W, a distance of 1,154.27 FEET, to a set 60d nail, being on the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being the centerline of County Road 2515, for the southwest corner hereof;

THENCE, N 05°00'54" E, along the west boundary line of said remainder of 317.00 acre tract, same being the east boundary line of said 312.26 acre tract, also being the centerline of said County Road 2515, a distance of 812.14 FEET, to a set 60d nail, being on the west boundary line of said remainder of 317.00 acre tract, same being the northeast corner of said 312.26 acre tract, same being an exterior corner of said 313.234 acre tract, also being the centerline of County Road 2515, for a deflection point;

THENCE, N 05°03'12" E, generally along the an existing hog wire fence, being the west boundary line of said remainder of 317.00 acre tract, same being the southernmost east boundary line of said 313.234 acre tract, a distance of 701.83 FEET, to the POINT OF BEGINNING, containing 40.00 acres, more or less.

VOL 0382 PG 0781

EXHIBIT "H"

SHARE NUMBER EIGHT

186.01 ACRES

A TRACT OF LAND CONTAINING 186.01 ACRES, more or less, being out of a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, situated in Survey 2, J.C. Perterson, Abstract 1569, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 6x6 concrete monument, being the southeast corner of a 160.00 acre tract (called) conveyed to C.R. Thompson, recorded in Volume 196, Pages 337-338, Deed Records of Atascosa County, Texas, also being the southwest corner of a 1,303.801 acre tract conveyed to Black Mountain Sand Eagle Ford, LLC., recorded in Document No. 188065, Deed Records of Atascosa County, Texas, Thence, S 89°05'13" W, a distance of 5,018.02 feet, to a set ½" iron rod with Howland cap, being on the north right of way line of said Old Devine Road, same being the south boundary line of said 361.293 acre tract, for the Southwest corner hereof and the POINT OF BEGINNING;

THENCE, N 00°36'40" W, over and across said 361.293 acre tract, a distance of 5,364.02 FEET, to a set ½" iron rod with Howland cap, being the common boundary line of said 361.293 acer tract and a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa, County, Texas, for the Northwest corner hereof;

THENCE, N 89°23'20" E, along an existing fence line, being the common boundary line of said 361.293 acre tract and said 448.21 acre tract, a distance of 1,569.67 FEET, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 00°09'30" E, over and across said 361.293 acre tract, a distance of 5,016.55 FEET, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, S 89°29'30" W, over and across said 361.293 acre tract, a distance of 584.85 FEET, to a set ½" iron rod with Howland cap, for an interior corner hereof;

THENCE, S 00°28'42" E, over and across said 361.293 acre tract, a distance of 384.31 FEET, to a set ½" iron rod with Howland cap, being on the common boundary line of said 361.293 acre tract and said Old Devine Road, for an exterior corner hereof;

THENCE, S 89°22'03" W, along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 944.38 FEET, to the POINT OF BEGINNING, containing 186.01 acres of land, more or less.

VOL 0382 PG 0782

EXHIBIT "I"

SHARE NUMBER NINE

Parcel 1:

101.00 ACRES

A TRACT OF LAND CONTAINING 101.00 ACRES, more or less, being out of a 332.25 acre tract conveyed to C.R Thompson, recorded in Volume 186, Pages 362-363, Deed Records of Atascosa County, Texas and a 361.293 acre tract conveyed to Carol Thompson Crouch, recorded in Volume 185, Pages 541-544, Official Public Records of Atascosa County, situated in Survey 174, John H. Gibson, Abstract 1570, Survey 2, A.E. Neuaiman, Abstract 1688 and Survey 2, J.C. Perterson, Abstract 1569, Atascosa County, Texas and being more particularly described as follows:

COMMENCING, at a found 5/8" iron rod with cap, being the southeast corner of a 26.583 acre tract conveyed to Luis G. Aguilar, recorded in Document No. 148919, Official Public Records of Atascosa County, Texas, also being on the north right of way line of Old Devine Road; Thence, N 89°42'21" E, along the north right of way line of said Old Devine Road, a distance of 5,046.09 feet, to a set ½" iron rod with Howland cap, for the Southwest corner hereof and the POINT OF BEGINNING;

THENCE, N 00°29'37" W, over and across said 361.293 acre tract, a distance of 2,717.04 FEET, to a set ½" iron rod with Howland cap, for an exterior corner hereof;

THENCE, N 89°27'05" E, over and across said 361.293 acre tract, a distance of 247.08 FEET, to a set ½" iron rod with Howland cap, being the northeast corner of said 332.25 acre tract and the southeast corner of a 722.79 acre tract conveyed to Deborah K. Campsey, recorded in Volume 341, Pages 973-978, Official Public Records of Atascosa County, Texas, for an interior corner hereof;

THENCE, N 00°37'36" W, over and across said 361.293 acre tract, a distance of 2,516.27 FEET, to a set ½" iron rod with Howland cap, being the northwest corner of said 361.293 acre tract, for the Northwest corner hereof;

THENCE, N 89°23'20" E, along an existing fence line being the common boundary line of said 361.293 acre tract and a 448.21 acre tract conveyed to The Harlan Family Limited Partnership, recorded in Document No. 108122, Official Public Records of Atascosa County, Texas, a distance of 696.70 FEET, to a set ½" iron rod with Howland cap, for the Northeast corner hereof;

THENCE, S 00°36'40" E, over and across said 361.293 acre tract, a distance of 5,364.02 FEET, to a set ½" iron rod with Howland cap, for the Southeast corner hereof;

THENCE, along an existing fence line, being the north right of way line of said Old Devine Road, to a set ½" iron rod with Howland cap, as follows:

S 89°22'03" W, a distance of 254.45 FEET, for a deflection right;

VOL 0382 PG 0783

N 80°00'30" W, a distance of 101.46 FEET, for a deflection right;

N 79°17'32" W, a distance of 354.25 FEET, for a deflection left;

N 80°20'40" W, a distance of 240.37 FEET, for a deflection left;

THENCE, S 89°35'10" W, generally along an existing fence line, being the north right of way line of said Old Devine Road, a distance of 10.60 FEET, to the POINT OF BEGINNING, containing 101.00 acres of land, more or less.

Parcel 2:

89.00 ACRES

A TRACT OF LAND CONTAINING 89.00 ACRES, more or less, being that certain 100 acres of land, more or less, described in a Deed to Carol Thompson Crouch from Mark Charles Crouch, dated November 7, 1989, as recorded in Volume 115 on Page 122 of the Official Public Records of Medina County, Texas, LESS AND EXCEPT that certain 11.000 acres more particularly described in that certain General Warranty Deed with Vendor's Lien by and between Carol Thompson Crouch, as Grantor, and William Lee Campsey and Dayleena Marie Alanis, as Grantees, dated November 3, 2022 and recorded as Document # 2022011515 in the Real Property Records of Medina County, Texas.

VOL 0382 PG 0784

EXHIBIT "J"

APPRAISAL

[*on Following Page*]

VOL 0382 PG 0785

Valbridge
PROPERTY ADVISORS

Valbridge Property Advisors |
San Antonio

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VOL 0382 PG 0786

April 10, 2019

Brett Weatherbie, MAI
Senior Managing Director
bweatherbie@valbridge.com

Ms. Carol Crouch
c/o Mr. Banks M. Smith
Schoenbaum, Curphy, & Scanlan, P.C.
112 E. Pecan Street, Suite 1240
San Antonio, Texas 78205

RE: Appraisal Report
Crouch Properties
For Nine Property Valuation Scenarios
Located in Medina, Atascosa, and Frio Counties

Dear Mr. Smith:

In accordance with your request, we have performed an appraisal of the above referenced properties under various valuation scenarios. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report. This appraisal report addresses the fee simple interest (surface only) of nine real property valuations which are identified as follows:

- Property No. 1: 100 acres of land (Crouch Homestead), improved with a single-family residence, located at the southwest corner of County Road 777 and County Road 737 in Medina County, Texas.

- Property No 2: 1,559.672 acres of land located along the north side of Old Devine Road in Medina and Atascosa Counties.

- Property No. 3: 1,227.422 acres of land accessed via 30-foot easement from Old Devine Road in Medina and Atascosa Counties.

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- Property No. 4: 1,084.77 acres located along the north side of Old Devine Road in Atascosa County, Texas.

- Property No. 5: 752.52 acres along the north side of Old Devine Road in Atascosa County, Texas.

- Property No. 6: 463.148 acres of land accessed via 30-foot easement from Old Devine Road in Atascosa County, Texas.

- Property No. 7: 643.375 acres of land located along the west side of County Road 2400, approximately 5.5 miles southwest of Bigfoot, in Frio County, Texas.

- Property No. 8: 1,203.85 acres of land located along the south and east side of County Road 2400, approximately 5.25 miles southwest of Bigfoot, in Frio County, Texas.

- Property No. 9: 160 acres of land-locked land, located just west of Farm-to-Market Road 472, approximately 4.5 miles south of Bigfoot, in Frio County, Texas
  **At the direction of the client, the appraiser analyzed a second scenario which included the 160 acres in addition to a 24-acre tract to exhibit approximately 184 acres of land with access from the west side of Farm-to-Market Road 472.*

VOL 0382 PG 0787

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of our client as we understand them.

The client in this assignment is Ms. Carol Crouch, c/o Mr. Banks M. Smith of Schoenbaum, Curphy, & Scanlan, P.C. and the intended user of this report is Ms. Carol Crouch, c/o Mr. Banks M. Smith of Schoenbaum, Curphy, & Scanalan, P.C., and no others. The sole intended use is for estate planning purposes and no other use. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- The appraiser was not provided current surveys of the respective properties. The appraiser utilized the information provided by the Client which references the identity of real property and the ownership interests in real property as reported in a title search of mineral interests prepared by James C. Durbin, Jr., dated October 15, 2018. This appraisal report and the market values expressed herein are subject to survey.
- The frac sand valuation analysis contained herein is conducted under the extraordinary assumption that the Properties 2 through 6 have frac sand mining potential.

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Hypothetical Conditions:

- This appraisal assumes that Property Scenario 9b. has legal, insurable access from Farm-to-Market Road 472.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Property	Valuation Scenario	Effective Date of Value	Value Conclusion	Per Acre (RD)
Property No. 1	As Is Fee Simple Market Value	February 22, 2019	$725,000	$7,250
Property No. 2	As Is Fee Simple Market Value	February 22, 2019	$6,390,000	$4,100
Property No. 3	As Is Fee Simple Market Value	February 22, 2019	$4,730,000	$3,850
Property No. 4	As Is Fee Simple Market Value	February 22, 2019	$4,720,000	$4,350
Property No. 5	As Is Fee Simple Market Value	February 22, 2019	$3,200,000	$4,250
Property No. 6	As Is Fee Simple Market Value	February 22, 2019	$1,560,000	$3,350
Property No. 7	As Is Fee Simple Market Value	February 22, 2019	$2,250,000	$3,500
Property No. 8	As Is Fee Simple Market Value	February 22, 2019	$4,120,000	$3,425
Property No. 9a -Legal Access	As Is Fee Simple Market Value	February 22, 2019	$610,000	$3,300
Property No. 9b -No Legal Access	As Is Fee Simple Market Value	February 22, 2019	$360,000	$2,250

VALUE CONCLUSIONS - FRAC SAND POTENTIAL

Property	Effective Date of Value	Standard Land Price/Acre	Frac Sand Multiplier	Value Conclusions	Per Acre (RD)
Property No. 2	February 22, 2019	$4,100	2.10	$13,420,000	$8,600
Property No. 3	February 22, 2019	$3,850	2.10	$9,930,000	$8,100
Property No. 4	February 22, 2019	$4,350	2.10	$9,910,000	$9,125
Property No. 5	February 22, 2019	$4,250	2.10	$6,720,000	$8,925
Property No. 6	February 22, 2019	$3,350	2.10	$3,260,000	$7,050

Thank you for the opportunity to be of service in this important appraisal assignment. If you have any questions, please feel free to contact me.

Respectfully submitted,
Valbridge Property Advisors | San Antonio

Brett E. Weatherbie, MAI
Senior Managing Director
State Certified General
Real Estate Appraiser
TX-1337354-G

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VOL 0382 PG 0788

Table of Contents

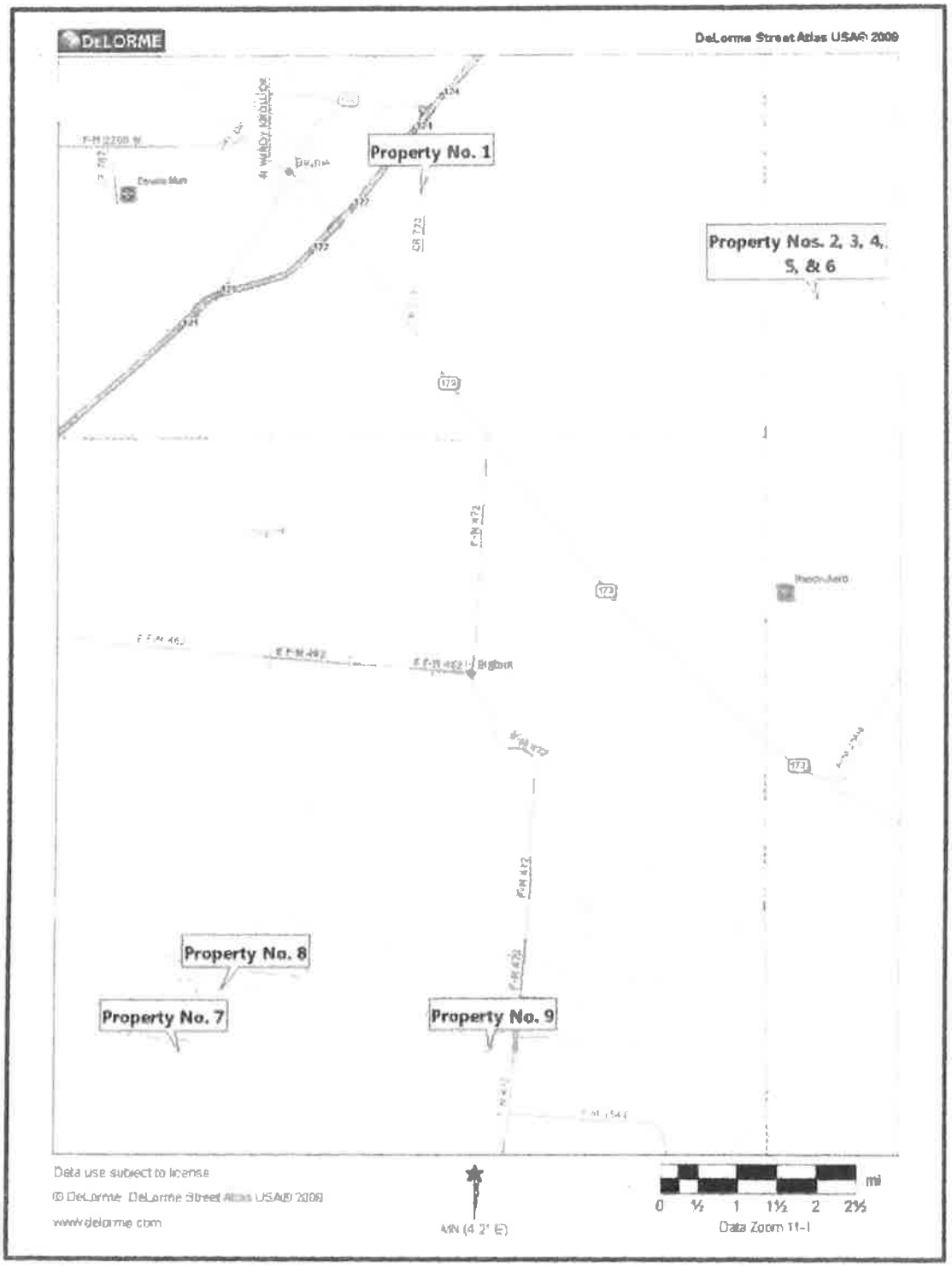
Cover Page
Letter of Transmittal
Table of Contents i
Location Map iii
Introduction 1
Scope of Work 5
Market Area Analysis 7
Property No. 1 11
Subject Photos 19
Assessment and Tax Data 21
Land Valuation 22
Property No. 2 57
Subject Photos 65
Assessment and Tax Data 67
Land Valuation 68
Property No. 3 83
Subject Photos 90
Assessment and Tax Data 92
Land Valuation 93
Property No. 4 97
Subject Photos 104
Assessment and Tax Data 106
Land Valuation 107
Property No. 5 110
Subject Photos 117
Assessment and Tax Data 119
Land Valuation 120
Property No. 6 123
Property Description 129
Subject Photos 130
Assessment and Tax Data 131
Land Valuation 132
Frac Sand Analysis 136

VOL 0382 PG 0789

Property No. 7 169
Property Description 174
Subject Photos 175
Assessment and Tax Data 177
Land Valuation 178
Property No. 8 195
Property Description 200
Subject Photos 201
Assessment and Tax Data 203
Land Valuation 204
Property No. 9a & 9b 219
Property Description 225
Subject Photos 227
Assessment and Tax Data 228
Land Valuation With Legal Access 229
Land Valuation Without Legal Access (9b) 233
General Assumptions and Limiting Conditions 237
Certification – Brett E. Weatherbie, MAI 242
Addenda 243
Real Property Valuation Scenarios 244
Glossary 258
Qualifications 266

VOL 0382 PG 0790

Location Map



VOL 0382 PG 0791

Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Ms. Carol Crouch, c/o Mr. Banks M. Smith of Schoenbaum, Curphy, & Scanlan, P.C. and the intended user of this report is Ms. Carol Crouch, c/o Mr. Banks M. Smith of Schoenbaum, Curphy, & Scanalan, P.C., and no others. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

i. The borrower(s) on any loans or financing relating to or secured by the subject property,

ii. Any guarantor(s) of such loans or financing; or

iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The sole intended use of this report is for estate planning purposes.

Real Estate Identification

This appraisal report addresses the surface only value of nine real property valuations which are identified as follows:

- Property No. 1: 100 acres of land (Crouch Homestead), improved with a single-family residence, located at the southwest corner of County Road 777 and County Road 737 in Medina County, Texas.
- Property No 2: 1,559.672 acres of land located along the north side of Old Devine Road in Medina and Atascosa Counties.
- Property No. 3: 1,227.422 acres of land accessed via 30-foot easement from Old Devine Road in Medina and Atascosa Counties.
- Property No. 4: 1,084.77 acres located along the north side of Old Devine Road in Atascosa County, Texas.
- Property No. 5: 752.52 acres along the north side of Old Devine Road in Atascosa County, Texas.
- Property No. 6: 463.148 acres of land accessed via 30-foot easement from Old Devine Road in Atascosa County, Texas.
- Property No. 7: 643.375 acres of land located along the west side of County Road 2400, approximately 5.5 miles southwest of Bigfoot, in Frio County, Texas.
- Property No. 8: 1,203.85 acres of land located along the south and east side of County Road 2400, approximately 5.25 miles southwest of Bigfoot, in Frio County, Texas.

VOL 0382 PG 0792

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- Property No. 9: 160 acres of land-locked land, located just west of Farm-to-Market Road 472, approximately 4.5 miles south of Bigfoot, in Frio County, Texas
  **At the direction of the client, the appraiser analyzed a second scenario which included the 160 acres in addition to a 24-acre tract to exhibit approximately 184 acres of land with access from the west side of Farm-to-Market Road 472.*

Legal Description

Property No. 1:
Being 100.00 acres out of Abstract No. 0607, J. Loessberg Survey 18, Medina County, Texas.

Property No. 2:
Being 1,559.672 acres, more or less, being 238.782 acres out of the Mrs. S E Meyers Survey; 265.85-acre tract of land, 722.79 acres out of the John H. Gibson and B F Garland Surveys, and 332.25 acres out of the Garland Survey, Medina and Atascosa Counties, Texas.

Property No. 3:
Being 1,227.422 acres, more or less, being 238.782 acres out of the Mrs. S E Meyers Survey; 265.85-acre tract of land, 722.79 acres out of the John H. Gibson and B F Garland Surveys; together with a 30-foot easement along the west boundary of 332.25-acre tract of land to Old Devine Road, Atascosa County, Texas.

Property No. 4:
Being 1,084.77 acres, more or less, being 332.25 acres out of the Garland Survey, 362.00 acres, 160 out of the John Survey, 2.360 acres, and 228.16 acres out of the Murry Survey; subject to a 30-foot access easement along the western boundary and further subject to a 30-foot access easement along the southern and eastern boundaries, Atascosa County, Texas.

Property No. 5:
Being 752.52 acres, more or less, being 362.00 acres, 160 out of the John Survey, 2.360 acres, and 228.16 acres out of the Murry Survey; subject to a 30-foot access easement along the southern and eastern boundaries, Atascosa County, Texas.

Property No. 6:
Being 463.148 acres, more or less, being 362.00 acres, 160 out of the John Survey, 2.360 acres, and 228.16 acres out of the Murry Survey; subject to a 30-foot access easement along the southern and eastern boundaries, Atascosa County, Texas.

Property No. 7:
Being 643.375 acres, more or less, being 160.00 acres, 317 acres, and 166.375 acres out of the Kaufman and Heiner Surveys, Frio County, Texas.

Property No. 8:
Being 1,203.850 acres, more or less, being 149.50, 150 acres, 116 acres, 80 acres, 77.67 acres, 160 acres, 310.68 acres, and 160 acres, out of the Ludwig, Volk, Chapoy, and Hoffman Surveys, Frio County, Texas.

Property No. 9:
Being 160.00-acre tract and 24-acre tract, out of the Bower Survey, Frio County, Texas.

VOL 0382 PG 0793

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, Property No. 1 was an acreage rural residential property. As of the effective date of value, Property Nos. 2, 3, 4, 5, 6, 7, 8, and 9 were working/recreational agricultural properties.

Use of Real Estate as Reflected in this Appraisal

Same as above.

Ownership of the Property

According to Official Public Records, title to the subject properties are vested in Carol Thompson Crouch; the Estate of Margaret Thompson, c/o Carol Thompson Crouch; and Crouch Land and Cattle Co., c/o Carol Thompson Crouch.

History of the Property

Ownership of the subject property has not changed within the past three years. The subject properties have been owned by the Crouch Family for quite some time. When appropriate, we have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

Analysis of Listings/Offers/Contracts

To the knowledge of the appraiser, the subject properties are not currently listed for sale or under contract for sale. To the knowledge of the appraiser, there have been no offers to purchase the subject properties.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."1*

[1] **Source:** Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions

VOL 03382 PG 0794

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date of value.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed opinions of value for the subject property under the following scenarios of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	February 22, 2019

The mineral estate is not addressed in this appraisal assignment. The contributory value of, or premium for frac-sand mining has been addressed in various valuation scenarios.

Date of Report

The date of this report is April 10, 2019.

List of Items Requested but Not Provided

- Current surveys of respective properties

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- The appraiser was not provided current surveys of the respective properties. The appraiser utilized the information provided by the Client which references the identity of real property and the ownership interests in real property as reported in a title search of mineral interests prepared by James C. Durbin, Jr., dated October 15, 2018. This appraisal report and the market values expressed herein are subject to survey.

- The frac sand valuation analysis contained herein is conducted under the extraordinary assumption that the Properties 2 through 6 have frac sand mining potential.

Hypothetical Conditions:

- This appraisal assumes that Property Scenario 9b. has legal, insurable access from Farm-to-Market Road 472.

VOL 0382 PG 0795

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subjects were legally identified via county appraisal district records and the appraiser utilized the identity of real property and the ownership interests in the real property as reported in the report prepared by James C. Durbin, Jr., dated October 15, 2018.
- Economic Characteristics - Economic characteristics of the subject property were identified via a search of data sources and public records, field surveys, along with interviews of multiple knowledgeable real estate brokers and professionals in the area to obtain and verify relevant financial and economic data, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics -The subjects were physically identified via physical tours of the subject properties. The appraiser made descriptive notes and has taken sufficient photographs to adequately depict the appraised properties. The immediate neighborhoods and surrounding market areas were inspected by the appraiser to assist in determining the development characteristics of the market areas.

Extent to Which the Property Was Inspected

We inspected the subject properties on February 22, 2019.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

VOL 0382 PG 0796

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment the Sales Comparison Approach (land only) was utilized in the valuation of Property Nos. 2 thru 9. The Cost and Sales Comparison Approaches were utilized in the valuation of Property No. 1. Further discussion of the extent of our analyses and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

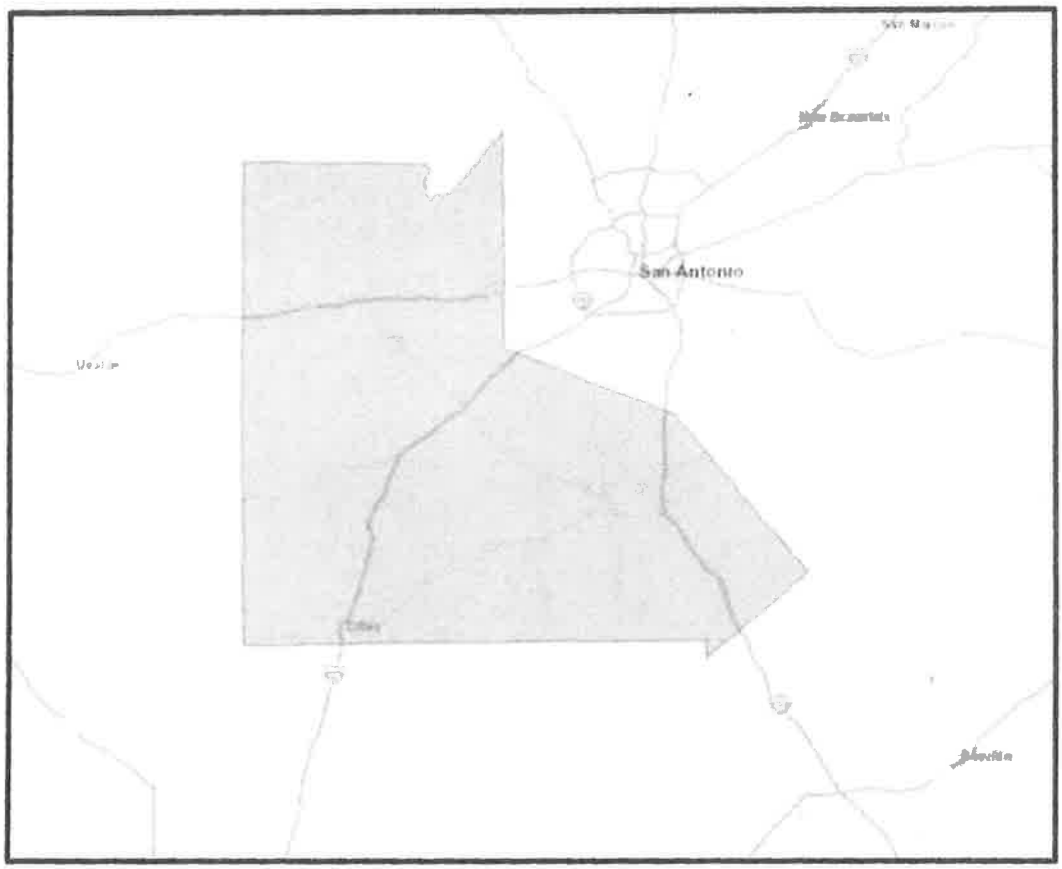
Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

VOL 0332 PG 0797

Market Area Analysis

REGIONAL MAP



The appraised properties are located in southeastern Medina County, northwestern Atascosa County, and northeastern Frio County. The following is the market area analysis for the three counties.

Medina County

Medina County in the transition zone between the Texas Hill Country and the South Texas Brush Country. Medina County is located immediately west of San Antonio and is bound by Bandera County to the north, Bexar County to the east, Atascosa and Frio Counties to the south and Uvalde County to the west.

Hondo, the County Seat of Medina County, is located approximately 27 miles southwest of the appraised property and approximately 40 miles west of San Antonio. Hondo is mostly an agricultural community and farm and ranch center. Other principal communities in Medina County include Castroville, Lytle, LaCoste, D'Hanis, Yancey, Rio Medina and Devine.

VOL 0382 PG 0798

Land in far northern Medina County typically relates to the Texas Hill Country. There is a transitional area (primarily just north of U.S. 90) that has certain attributes of both the Texas Hill Country and South Texas. Generally, land south of U.S. 90 relates to South Texas. There is rich irrigated farm land with deep soils in the more level areas of Medina County.

Subdivision of rural land is popular in Medina County due to the reasonably short driving distance to nearby San Antonio. A number of Hondo, Rio Medina, Devine and Castroville residents commute into San Antonio for employment.

Recreational appeal in the form of hunting is good in Medina County. Native game includes white-tail deer, turkeys, quail, dove and hogs. The hunting on many ranches is leased for supplemental landowner income. However, many landowners retain the hunting rights for their own use. Additional recreational opportunities exist in the form of boating, water skiing, and fishing along Medina Lake, which is located in the northeastern quadrant of the county.

The demand for land has historically been strong in Medina County. Land pricing has escalated, particularly for tracts with good water features, good hunting or division potential. However, in 2008, land pricing stabilized due to a slowdown in the national economy and failure of the capital markets. In late 2008, most areas of Medina County experienced a nominal decline in land values due to recessionary economic trends. The Medina County land market remained stable over the next many months (following late 2008).

The Medina County land market has modestly increased in pricing from since 2015. The area is well located in proximity to San Antonio and is located north of the Eagle Ford Shale Formation oil and natural gas "play". Many recreational land investors appear to be seeking a location with a lessened risk of surface disruption from oil and natural gas production and good recreational appeal. Further, the area is well located in proximity to San Antonio and has attractive and productive terrain desired by land investors.

Atascosa County

Atascosa County is bound by the counties of Medina to the northwest, Bexar to the north, Wilson and Karnes to the east, Live Oak to the southeast, McMullen to the south and Frio to the west. The county has a land area of 1,206 square miles or 771,840 acres. The northern portion of Atascosa County is mostly sandy land with live oak and mesquite country with the southern portion having more sandy loam and clay soil areas with a heavy cover of South Texas brush.

Three communities of size in central Atascosa County. These include Pleasanton, Jourdanton (county seat), and Poteet. Charlotte, Campbellton and Christine are other small communities located in the county. Farming, ranching, recreation, and oil and gas production are the primary land uses in Atascosa County. In years past, the sandy areas of northern Atascosa County were planted in peanuts, watermelons, and other crops requiring irrigation. The Carrizo Sands Aquifer is a source of irrigation and underground water for the county. Northern and central Atascosa County has shallow Carrizo water potential. Areas in the southern quadrant of the county with heavy clay soils are mostly devoted to cattle and hunting ranches. Lignite mining operations are present mostly in southern Atascosa County.

VOL 03822 PG 0799

The oil and gas industry in Atascosa County had been somewhat limited between the mid 1990's through 2008 as compared to the late 1980's and early 1990's. Most of the Austin Chalk production during the late 1980s ceased in the early to mid-1990s. The development of the Eagle Ford Shale formation notably increased leasing, mineral exploration and production in the area. Portions of Atascosa County are also located over the Buda and Pearsall oil and natural gas formation located below the Eagle Ford Shale. Prior to the decrease in oil pricing in late 2014 numerous drilling rigs were noted along the horizon; however, less drilling rigs have been noted over the past many months. Infrastructure development transpired with numerous pipeline projects, construction of compressor stations, relocation of oilfield service companies, etc. However, with oil prices below $35 to $40 per barrel, the oil and gas industry in South Texas has notably slowed down.

Northern and Central Atascosa County are popular with rural subdivision developers due to the relatively short driving/commuting distance of San Antonio. Southern Atascosa County is typically beyond the driving range for most commuters and subdivision developers; this area of the county relates more to ranching, farming, Eagle Ford Shale oil and gas production, etc. The southern quadrant of the county has experienced a recent change in the character of the land because of oil and gas related installations, traffic, etc. The northern quadrant of the county is less impacted by the Eagle Ford Shale.

The land market in Atascosa County has been relatively stable for the past several years. However, land prices are anticipated to increase at a moderate rate with better economic conditions.

Frio County

Frio County is located in the northern sector of the South Texas brush country and is geographically located between San Antonio and Laredo. San Antonio is the nearest major city being approximately 55 to 60 miles northeast of the appraised property along IH-35. Adjoining South Texas counties include Medina, Atascosa, McMullen, La Salle, and Zavala. Pearsall (population 7,157) is the County Seat of Frio County. Dilley and Moore are two other notable rural communities in the county.

Interstate Highway 35 divides Frio County in a northeast/southwest direction and links the area to nearby San Antonio and Laredo. The county has a good paved and county-maintained road network. The Frio County land market benefits from its proximity to San Antonio and its accessibility along IH-35. The nearby location to San Antonio leads to the county's popularity with recreational ranch investors. U.S. Highway 57 crosses the northwest portion of the county and provides access to Eagle Pass.

Frio County has a land area of approximately 725,004 acres. Approximately 503,000 acres are rangeland and approximately 178,000 acres are cropland. Frio County is considered to be a part of the Winter Garden farming area. Irrigated farms make up approximately 55,000 to 70,000 acres. The balance of the cropland acreage is dry land. Land uses range from irrigated and dry land farms to recreational and working ranches. Major crops grown in Frio County include peanuts, potatoes, cotton, wheat, and grain sorghum. Frio County has historically been one of the state's leading producers of peanuts. Specialty crops (vegetables) are being grown in certain areas. Stock farms are common in the Frio County area with prevalent Carrizo Sands Aquifer irrigation and sandy land to plant oats. Frio County land ranges from level to rolling red sandy loam farms to level and hilly native brush rangeland. Gravel ridge country is scattered in certain areas of the county.

VOL 0382 PG 0800

Major watersheds include the Frio River and Leona River. Additionally, Frio County has many wet weather creeks and drainages, including San Miguel Creek, Black Creek, Hondo Creek, Seco Creek, Live Oak Creek, Cocklebur Creek and others. Irrigation water is from the Carrizo Sands Aquifer and is prevalent in most areas of Frio County. The Evergreen Water District monitors users of the Carrizo Aquifer.

Recreational appeal is good in the form of hunting. Native game includes white-tail deer, turkey, quail, dove and hogs. The hunting on many Frio County ranches is leased for supplemental landowner income. However, a number of Frio County landowners retain the hunting rights for their own use.

The oil and gas industry in Frio County has been somewhat limited up to recently as compared to the late 1980's and early 1990's. Most of the Austin Chalk production during the late 1980's ceased or declined. The development of the Eagle Ford Shale formation notably increased leasing, mineral exploration and production in the area. Infrastructure development transpired with numerous pipeline projects, construction of compressor stations, relocation of oilfield service companies, etc. Most recently, the price of oil has begun to trend upward and there has been a slight increase in Eagle Ford Shale activity in portions of Frio County and South Texas.

Recreational ranching and hunting activity stimulate the South Texas economy and are key drivers of the rural land market. Recreational ranch land pricing has escalated in South Texas since the early and mid-1990's. The land market has been relatively stable for the past several years beginning in mid-2014.

VOL 0382 PG 0801

FILED FOR RECORD
AARON T. IBARRA - COUNTY CLERK

FRIO COUNTY, TEXAS

INST NO: 0171615

FILED ON: MAY 08, 2025 AT 03:49pm

THIS INSTRUMENT CONTAINED 62 PAGES AT FILING

COUNTY COURT
FRIO COUNTY TEXAS

THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date and time stamped hereon and recorded in the volume and page of named record of Frio County, and stamped hereon by me.
DATE: MAY 08, 2025
AARON T. IBARRA, COUNTY CLERK

VOL 0382 PG 0802

Volume 382 on page 741-802

OPR RECORDS

RECORD'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Theresa Carrasco

Theresa Carrasco, County Clerk
Atascosa County Texas
May 09, 2025 03:02:53 PM
FEE: $272.25 YSALINAS **252060**
PARTDEED

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 five tracts out of 2,730.51 acres, more or less, described in a Warranty Deed, Instrument Number 252060, Official Public Records, Atascosa County, Texas, and being currently owned by Keri Leigh Crouch James, Suzanne Elizabeth Crouch Putz, Kevin Todd Crouch, Mark Charles Crouch, Mary Clara Ramos, Carol Margaret Chavez, William Dean Campsey, Charles Dean Campsey, and William Lee Campsey 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 in 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk

Atascosa County, Texas

AGENDA REQUEST
(GENERAL)

Agenda Item 17.

Meeting Date: 12/08/2025
Item Title:
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

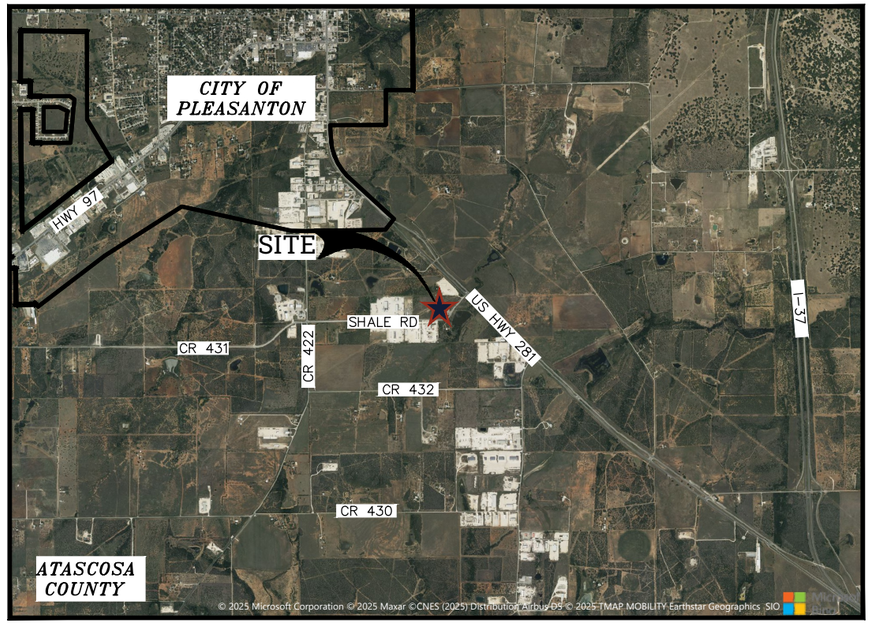
Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial for the approval of the Commercial Driveway Permit for Cook Manager LLC on Shale Rd. in Precinct 4.

ATTACHMENTS
information

COOK MANAGER, LLC
DRIVEWAY PERMIT PACKAGE
SHALE RD

DRIVEWAY PERMIT CHECKLIST:

LEGAL DESCRIPTION: TIMBERCREEK S/D LOT 1A 4.23
ACREAGE: 4.23 ACRES
SURVEY NO: DE LA GARZA, M
PID: 164402
DRIVEWAY CLASSIFICATION: OILFIELD
OF DRIVEWAYS: (2) DRIVEWAYS
DRAWING OF PROPOSED DRIVEWAYS: SEE SHEET C2.0



LOCATION MAP
1" = 5000'

SHEET INDEX

Description	Sheet Number
COVER SHEET	1
DRIVEWAY LAYOUT	2
DRAINAGE AREA MAP	3
TRAFFIC CONTROL NOTES	4

PREPARED FOR:

COOK MANAGER, LLC
1843 US HWY 181 N
FLORESVILLE, TEXAS 78114

RAKOWITZ ENGINEERING, LLC
STATE OF TEXAS
BRADLEY A. KOETHER
105048
LICENSED
PROFESSIONAL ENGINEER
F-9155
11/20/2025

RAKOWITZ
Engineering & Surveying
830-281-4060
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

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Date: Nov 20, 2025, 5:06pm User ID: CAD1-2022
File: N:\Projects\2025\25-3769 Q2ALS CR431 Driveway for Justin Cook\Civil\25-3769 COVER.dwg

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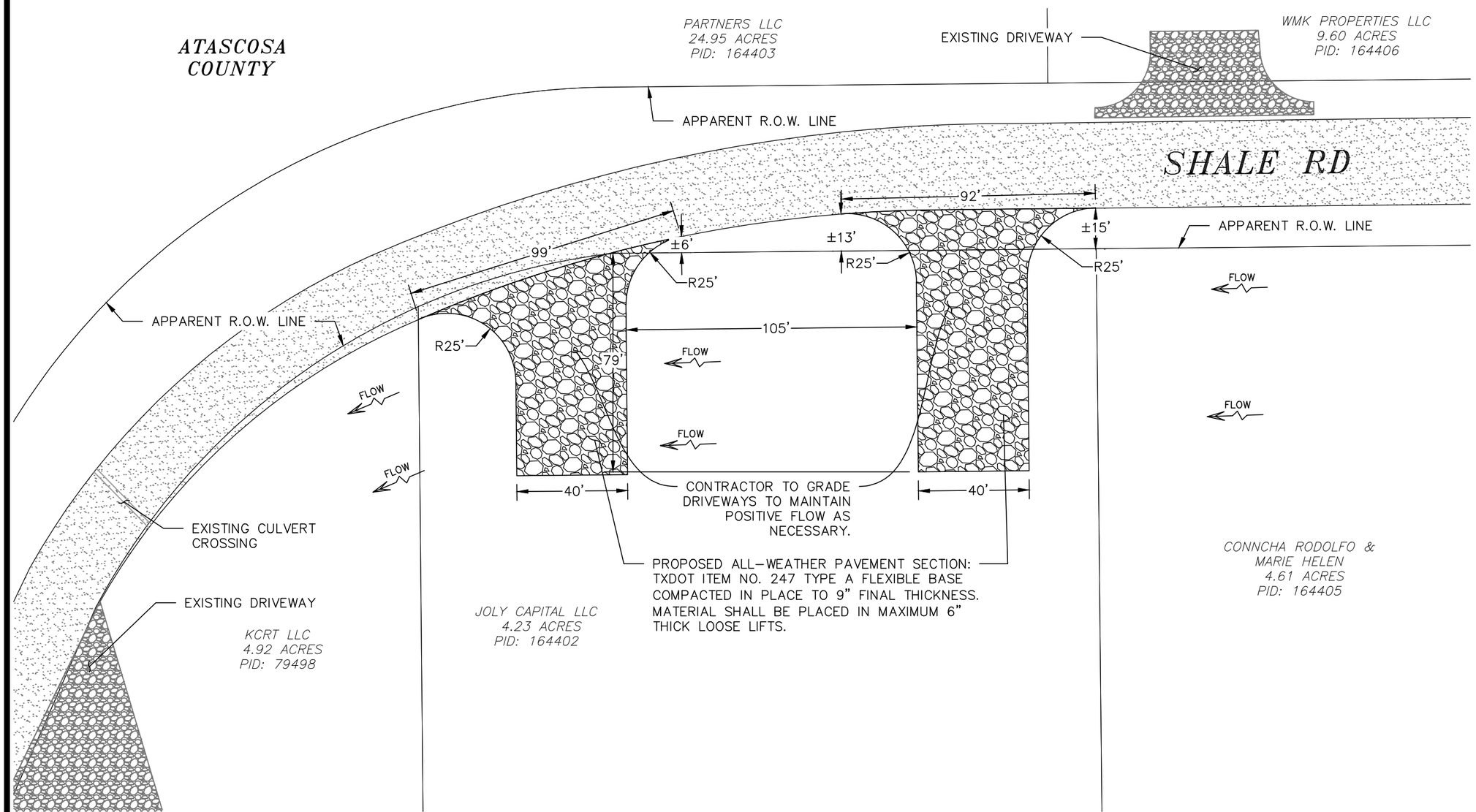

0 40 80

SCALE OF FEET
1" = 40'

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RAKOWITZ ENGINEERING, LLC
STATE OF TEXAS
BRADLEY A. KOETHER
105043
LICENSED
PROFESSIONAL ENGINEER
F-9155
11/20/2025

REVISIONS		
DATE	NO.	DESCRIPTION

RAKOWITZ Engineering & Surveying
830-281-4060
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

COOK MANAGER, LLC
SHALE RD, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE

100 % SUBMITTAL	PROJECT NO.: 25-3769		DATE: NOV. 2025
DRWN. BY: CTA	DSGN. BY: CTA	CHKD. BY: BAK	SHEET NO.: 2 OF 4

Date: Nov 20, 2025, 5:06pm User ID: CAD1-2022
File: N:\Projects\2025\25-3769 Q2ALS CR431 Driveway for Justin Cook\Civil\25-3769 DRIVEWAY LAYOUT.dwg

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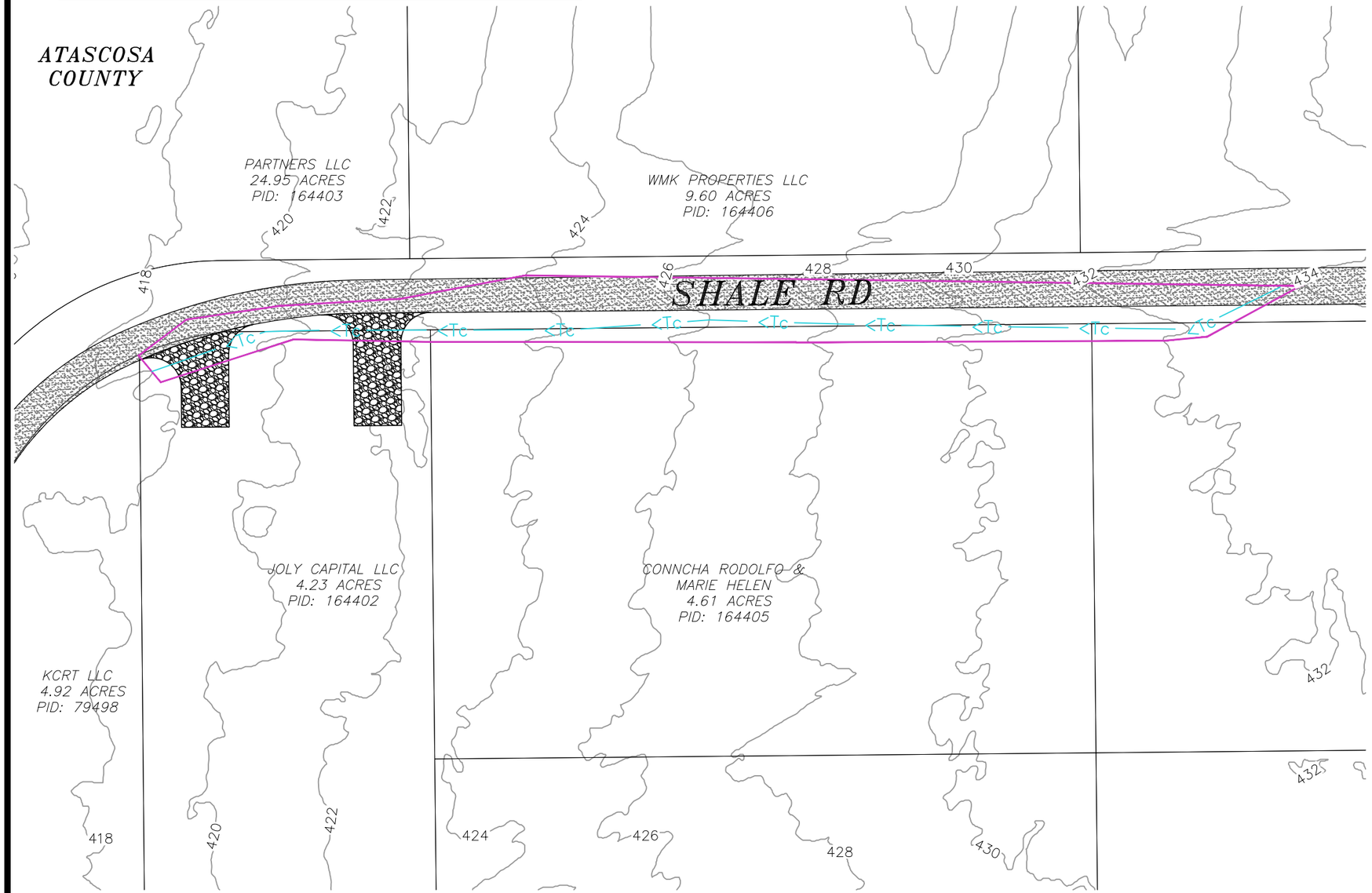
TIME OF CONCENTRATION SUMMARY				
DRAINAGE AREA	SHEET FLOW (LF @ SLOPE)	SHALLOW CONCENTRATED (LF @ SLOPE)	CHANNEL FLOW (LF @ VEL.)	Tc (MIN)
DA–1	80 LF @ 1.25%	–	883 LF @ 6 ft/s	11 MIN

NOTES:
1) TIME OF CONCENTRATION (Tc) CALCULATED USING TR–55 METHOD.
2) RAINFALL INTENSITIES DERIVED FROM NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES FOR TEXAS.
3) RUNOFF COEFFICIENTS TAKEN FROM TXDOT HYDRAULIC DESIGN MANUAL, TABLE 4–10.

RATIONAL METHOD DRAINAGE CALCULATIONS				
DRAINAGE AREA	RUNOFF COEFFICEINT C	10–YEAR RAINFALL INTENSITY I_{10} (IN./HR)	AREA (ACRES)	10–YEAR PEAK FLOW Q_{10}
DA–1	0.52	6.721	1.00	3.495 CFS

0 100 200

SCALE OF FEET
1" = 100'



Hydrograph Report

1

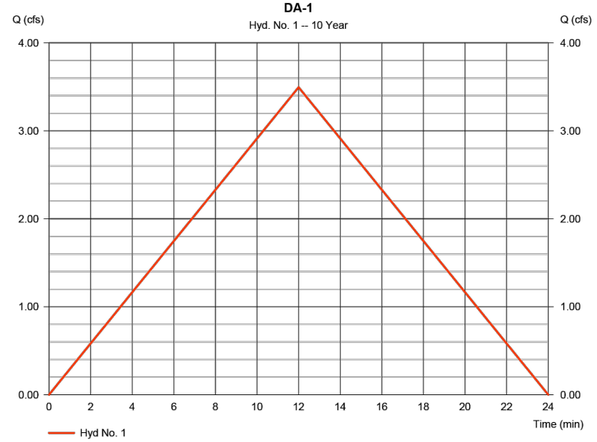
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2026 — Thursday, 11 / 20 / 2025

Hyd. No. 1

DA-1

Hydrograph type	= Rational	Peak discharge	= 3.495 cfs
Storm frequency	= 10 yrs	Time to peak	= 12 min
Time interval	= 1 min	Hyd. volume	= 2,516 cuft
Drainage area	= 1.000 ac	Runoff coeff.	= 0.52*
Intensity	= 6.721 in/hr	Tc by TR55	= 12.00 min
IDF Curve	= Atlas 14 Atascosa County TxDOT.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.570 x 0.20) + (0.430 x 0.95)] / 1.000



RAKOWITZ ENGINEERING, LLC
STATE OF TEXAS
BRADLEY A. KOETHER
105043
LICENSED
PROFESSIONAL ENGINEER
F-9155
11/20/2025

REVISIONS		
DATE	NO.	DESCRIPTION

RAKOWITZ Engineering & Surveying
830-281-4060
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

COOK MANAGER, LLC
SHALE RD, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE

100 % SUBMITTAL	PROJECT NO.: 25-3769		DATE: NOV. 2025
DRWN. BY: CTA	DSGN. BY: CTA	CHKD. BY: BAK	SHEET NO.: 3 OF 4

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Date: Nov 20, 2025, 5:06pm User ID: CAD1-2022
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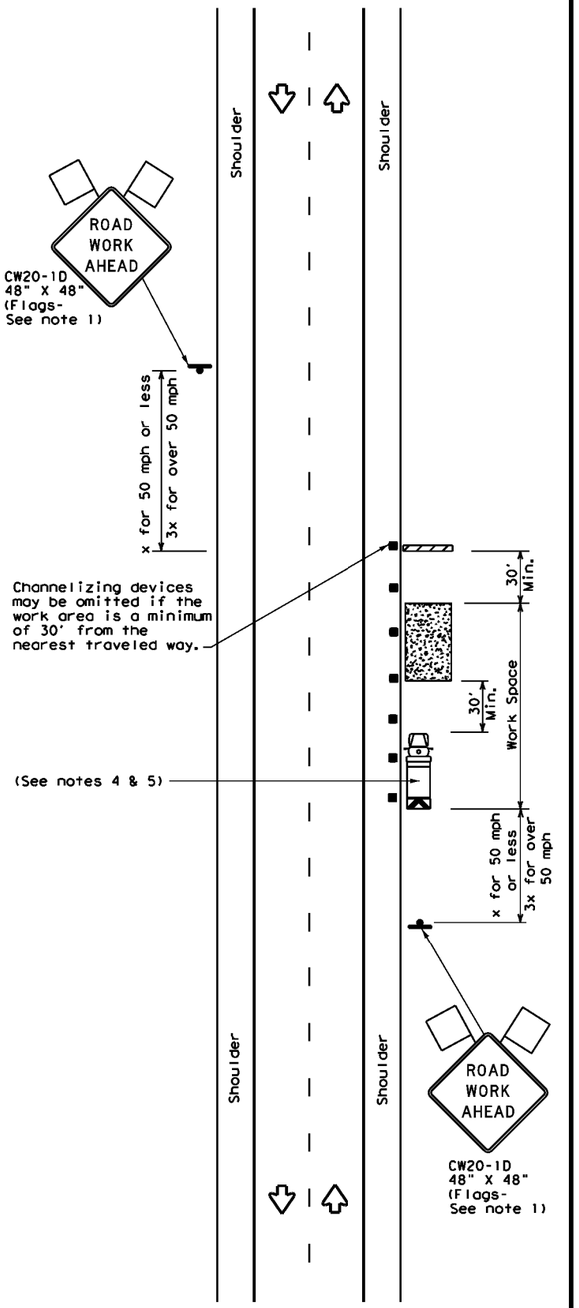
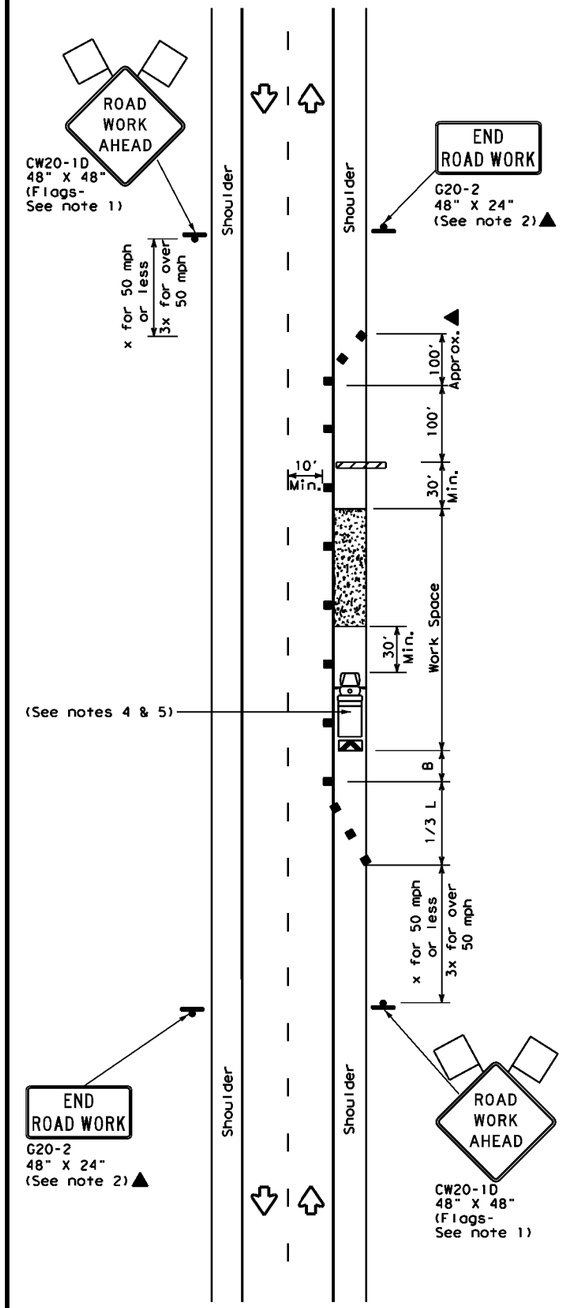
FILE:



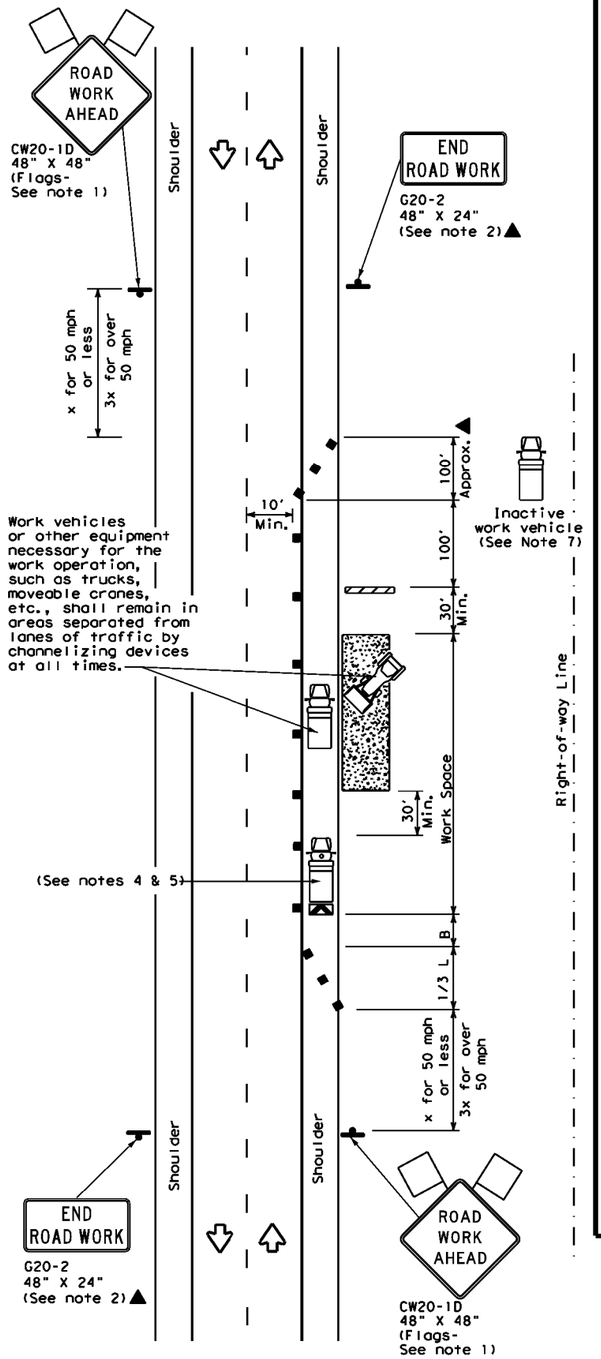
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

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

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

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

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

Existing Employee:	Justin Cavender
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
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	Carl Harlos (Bucky)
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
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	Marcos Salinas
Position:	Pct 1 Road and Bridge Crew
Pay Rate:	$24.23 hourly
Salary Budget Area:	021-400-402
Start Date:	December 08,2025
Physical:	n/a
Drug Test:	n/a

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

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

New Employee:	Ruben Ramos
Position:	Road Crew
Pay Rate:	$23.27 hourly
Salary Budget Area:	023-400-402
Start Date:	December 8, 2025
Physical:	pending
Drug Test:	pending

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Chris Gonzales
Position:	Road Crew
Pay Rate:	$23.27 hourly
Salary Budget Area:	023-400-402
Start Date:	December 8, 2025
Physical:	pending
Drug Test:	pending

AGENDA REQUEST
(GENERAL)

Agenda Item 20.

Meeting Date:	12/08/2025
Item Title:	Donation to Emergency Management & Fire Marshal
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action to accept the donation from HEB, three (3) $500.00 gift cards, totaling $1,500.00, to the Office of Emergency Management and Fire Marshal. These gift cards will be used to assist in supporting the efforts of these offices. All receipts of transactions using the gift cards and a ledger of these funds will be kept by the offices for audit purposes.

ATTACHMENTS

Donation Letter

H-E-B

Helping Here

November 11, 2025

Atascosa County Fire Marshal & Office of Emergency Management / ACOEM
Jessica Godinez
711 Broadway
Jourdanton, TX 78026

Dear Jessica,

H-E-B is pleased to provide you with assistance in the amount of $1,500 in support of Atascosa County Fire Marshal & Office of Emergency Management / ACOEM's Emergency Management. It is our sincere hope that our support will help to make your program a success.

For over 110 years, H-E-B has contributed to worthy causes throughout Texas and Mexico, and we continue to support our community as strongly as ever. To help us maintain that tradition, we ask that you encourage members of your organization to visit their nearest H-E-B store.

Thank you for contacting us with this wonderful opportunity to make an impact in our community. We wish you great success on your future endeavors.

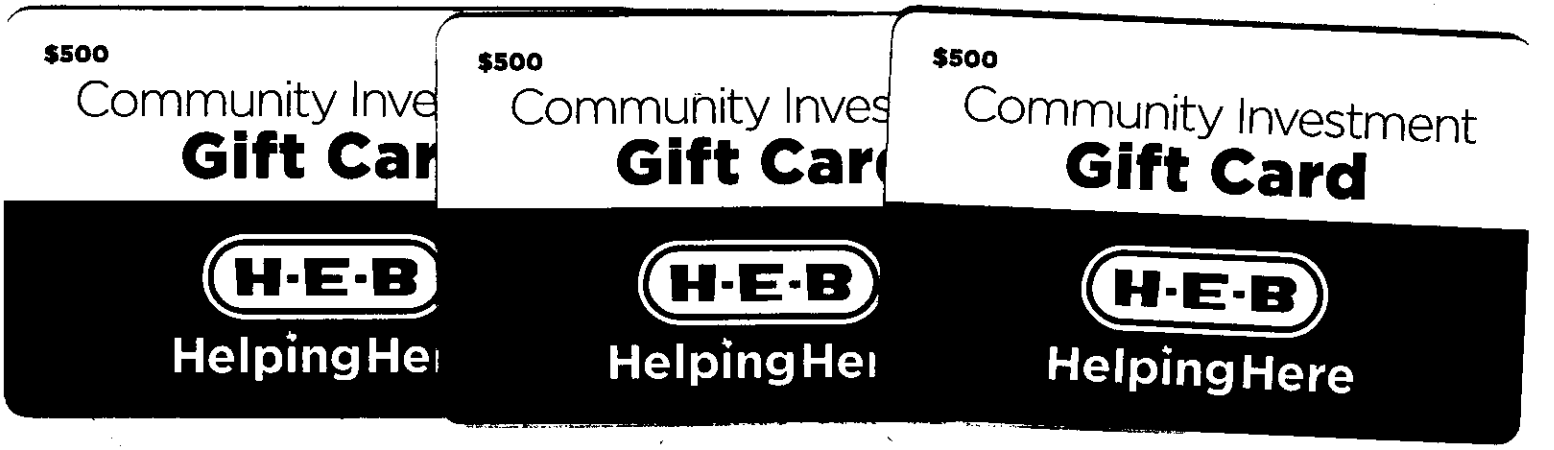
Best Wishes,

H-E-B San Antonio Public Affairs Team

Helping Texans

is at the heart of H-E-B.

heb.com/community



AGENDA REQUEST
(GENERAL)

Agenda Item 21.

Meeting Date: 12/08/2025
Item Title: Set Salaries
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera:
County Auditor: Discuss and/or take appropriate action to set the salaries, expenses, and allowances for Atascosa County for the budget year beginning January 1, 2026, and ending on December 31, 2026.

AGENDA REQUEST
(GENERAL)

Agenda Item 22.

Meeting Date:	12/08/2025
Item Title:	Donations for Christmas Party
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera:
County Auditor:

Discuss and/or take appropriate action to accept the following items as donations to Atascosa County.
1 Check for $200.00
15 gift cards -- assorted values and locations valued at $675.00
No estimated value on the following items:
2 Spurs Tickets
5 assorted gift baskets
Vest
Backpack
Insulated Bag
Picnic basket with swag
2 Wooden crafts
These donations will be used as door prizes for the Atascosa County Christmas party. Any donation made to Atascosa County in the form of a check will be receipted, budget line item number 012-300-346 Donations and will be used to purchase gift cards.

ATTACHMENTS
List of Donations

Company Name	Collected Donatation
Café Chris	1 gift card to Café Chris $25
Century Graphics	3 items - Vest, Backpack, Insulated bag
Conoco	Black picnic basket/cooler with Conoco Swag
Documation	2 Spurs tickets - digital
Ergon Asphalt & Emulsions	5 HEB gift cards $50 each
HEB	1 gift card - $150
Kofile	Check for $200
Linebarger	3 assorted gift baskets
Paisleys	Gift bag - candles
Rakowitz Engineering	2 items - Wooden craft with wine bottle and 2 glasses; wooden craft with 6 pack of beer.
RB Printing	1 gift basket
Vulcan	6 gift cards - 2 to Tractor Supply for $25 each; 2 Visa gift card for $25 each; 1 gift card to Chilis for $25; 1 gift card to to Starbucks for $25
Wells Construction	2 gift cards - 1 Academy $50; Amazon $50

AGENDA REQUEST
(GENERAL)

Agenda Item 23.

Meeting Date:	12/08/2025
Item Title:	Pre-Trial Diversion Fund
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of $10,500.00 for FY 2026 1st quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney.

ATTACHMENTS

Pre-Trial Invoice

81st & 218th Judicial District
Community Supervision
& Corrections Department
Atascosa, Frio, Karnes, La Salle, Wilson

Valerie Campos
Director

Andrew Flores
Deputy Director

Invoice

Bill to: **Atascosa County Attorney**
1405 Campbell
Jourdanton, TX 78026

Date: November 3, 3025

Item(s) Billed	Amount Due
Pre-Trial Intervention Services for Atascosa County—FY 26 1st Quarter (Atascosa County Attorney's Office Pre-Trial Diversion Program)	**$10,500.00**

**Per Section 3 of Interlocal Agreement entered on September 25, 2017*

***Please see attached report which detail current Pre-trial Diversion caseload.*

2025 NOV 17 PM 3:23

Submitted By:

Valerie Campos, Director
81st & 218th Judicial District CSCD

E-MAILED NOV 17 2025

ATASCOSA COUNTY
1405 Campbell Avenue, Suite 102
Jourdanton, TX 78026
P: 830-769-3724
F: 830-769-2083

FRIO COUNTY
500 E. San Antonio St. Box 14
Pearsall, TX 78061
P: 830-505-2976
F: 830-334-0068

KARNES COUNTY
210 W. Calvert, Suite 170
Karnes City, TX 78118
P: 830-780-3394
P: 830-780-4546

LA SALLE COUNTY
101 Courthouse Square
Cotulla, TX 78014
P: 830-483-5151
F: 830-483-5108

WILSON COUNTY
1102 3rd Street
Floresville, TX 78114
P: 830-393-7317
F: 830-393-7326

AGENDA REQUEST
(GENERAL)

Agenda Item 24.

Meeting Date:	12/08/2025
Item Title:	Benton City Water Land Purchase from Atascosa County for the purpose of a Sanitary Control Easement
Submitted For:	Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude:	Discuss and/or take appropriate action to approve the purchase and grant of a sanitary easement of a 2 acre tract of land owned by Atascosa County described as 2 acres out of the Francisco de la Garza Survey No. 46, Abstract 277, Atascosa County, Texas and being a part or portion of the land described in a conveyance to Atascosa County in the deed of record in Book 829, Page 678 of the Official Public Records of Atascosa County, Texas and further being a part or portion of Lot 68, River Oaks Subdivision, as shown on the plat of record in Cabinet A, Sheet 108A (NPC) New Plat Cabinet of Atascosa County, Texas, and being more particularly described by the survey plat and metes and bounds on Exhibit "A" attached hereto to the Special Warranty Deed and Sanitary Easement by Benton City Water Supply Corporation.

ATTACHMENTS

Sanitary Control Easement
Special Warranty Deed

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ATASCOSA

SANITARY CONTROL EASEMENT

Grantor:	County of Atascosa, Texas
Grantor's Mailing Address:	Courthouse Circle Jourdanton, Atascosa County, Texas 78026
Grantee:	Benton City Water Supply Corporation
Grantee's Mailing Address:	980 FM 3175 Lytle, Atascosa County, Texas 78052

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration.

PURPOSE, RESTRICTIONS, AND USES OF EASEMENT:

1. The purpose of this easement is to protect, by means of sanitary controls, the water produced from the Public Water Supply Well (the "Public Water Supply Well") to be drilled and completed within the one-acre tract of land described by metes and bounds in the deed from Atascosa County to Benton City Water Supply Corporation filed as document no. 249716 in the official public records of Atascosa County, Texas.

2. The construction, existence, and/or operation on the Grantor's adjacent property of the following within a 150-foot radius of the Public Water Supply Well are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a Public Water Supply Well.

3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the Public Water Supply Well.

4. This easement permits the existing structures and improvements within the area subject to the easement and the construction of homes or buildings on Grantor, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

PROPERTY SUBJECT TO EASEMENT:

That portion of the Grantor's property out of the F. DeLa Garza Survey 46, Abstract 277, Atascosa County, Texas located adjacent to and north of the two-acre tract of land with the boundaries depicted and described by metes and bounds on the attached Exhibit A and within 150 feet of the Public Water Supply Well.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

GRANTOR:

County of Atascosa, Texas

By: _____
Name: Weldon Cude
Title: County Judge

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

The above and foregoing instrument was acknowledged before me on the ____ day of December, 2025, by Weldon Cude, in his capacity as County Judge of the County of Atascosa, Texas, the Grantor herein.

_____
Notary Public, in and for the State of Texas

GRANTEE:

BENTON CITY WATER SUPPLY CORPORATON, a Texas non-profit water supply corporation

By: _____
Name: Leroy Goodson
Title: President, Board of Directors

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

The above and foregoing instrument was acknowledged before me on the ____ day of December, 2025, by Leroy Goodson, in his capacity as President, Board of Directors, Benton City Water Supply Corporation, a Texas non-profit water supply corporation, the Grantee herein.

_____
Notary Public, in and for the State of Texas

After Recording, please return to:
Benton City Water Supply Corporation
980 FM 3175
Lytle, Atascosa County, Texas 78052
Attn: Office Manager

EXHIBIT A

STATE OF TEXAS
COUNTY OF ATASCOSA

FIELD NOTES FOR 2.00 ACRES OF LAND

BEING 2.00 ACRES OF LAND OUT OF THE FRANCISCO DE LA GARZA SURVEY NO. 46, ABSTRACT 277, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ATASCOSA COUNTY IN THE DEED OF RECORD IN BOOK 829, PAGE 678 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND FURTHER BEING A PART OR PORTION OF LOT 68, RIVER OAKS SUBDIVISION AS SHOWN ON THE PLAT OF RECORD IN CABINET A, SHEET 108A (NPC) NEW PLAT CABINET OF ATASCOSA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 4" pipe corner post on the southwesterly right-of-way of River Oaks Drive for the northerly corner of said Benton City Water Corporation land as described in Book 168, Page 636 of the Official Public Records of Atascosa County, Texas and the northeasterly corner of the Atascosa County land and of this tract;

THENCE South 35° 59' 15" West, with the common line of said Benton City Water Supply Corporation land, a distance of 49.69 feet to a 2" pipe corner post for the northeasterly line of the Benton City Water Supply Corporation land as described Document 249716 of the Official Public Records of Atascosa County, Texas and the upper southeasterly corner of the Atascosa County land and of this tract;

THENCE with the common line of said Benton City Water Corporation land as follows:
North 63° 18' 17" West, a distance of 251.33 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 26° 41' 43" West, a distance of 184.42 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 63° 18' 20" West, a distance of 221.16 feet to a 4" pipe corner post on the aforementioned northwesterly line of the Benton City Water Corporation land as described in Book 168, Page 636 for the southerly corner of said Benton City Water Corporation land as described in Document 249716 and a corner of the Atascosa County land and of this tract;

THENCE South 35° 29' 04" West, with the common line of said Benton City Water Corporation land as described in Book 168, Page 636, a distance of 111.66 feet to a set ½" rebar with a "Pollok & Sons" cap for the westerly corner of said Benton City Water Corporation land as described in Book 168, Page 636, an interior corner of the Atascosa County land, and the southerly corner of this tract;

THENCE North 65° 01' 54" West, into the Atascosa County land, a distance of 348.22 feet to a set 1/2" rebar with a "Pollok & Sons" cap for the westerly corner of this tract;

THENCE North 24° 58' 06" East, a distance of 331.00 feet to a set 1/2" rebar with "Pollok & Sons" cap on the aforementioned southerly right-of-way of River Oaks Drive for the northwesterly corner of this tract;

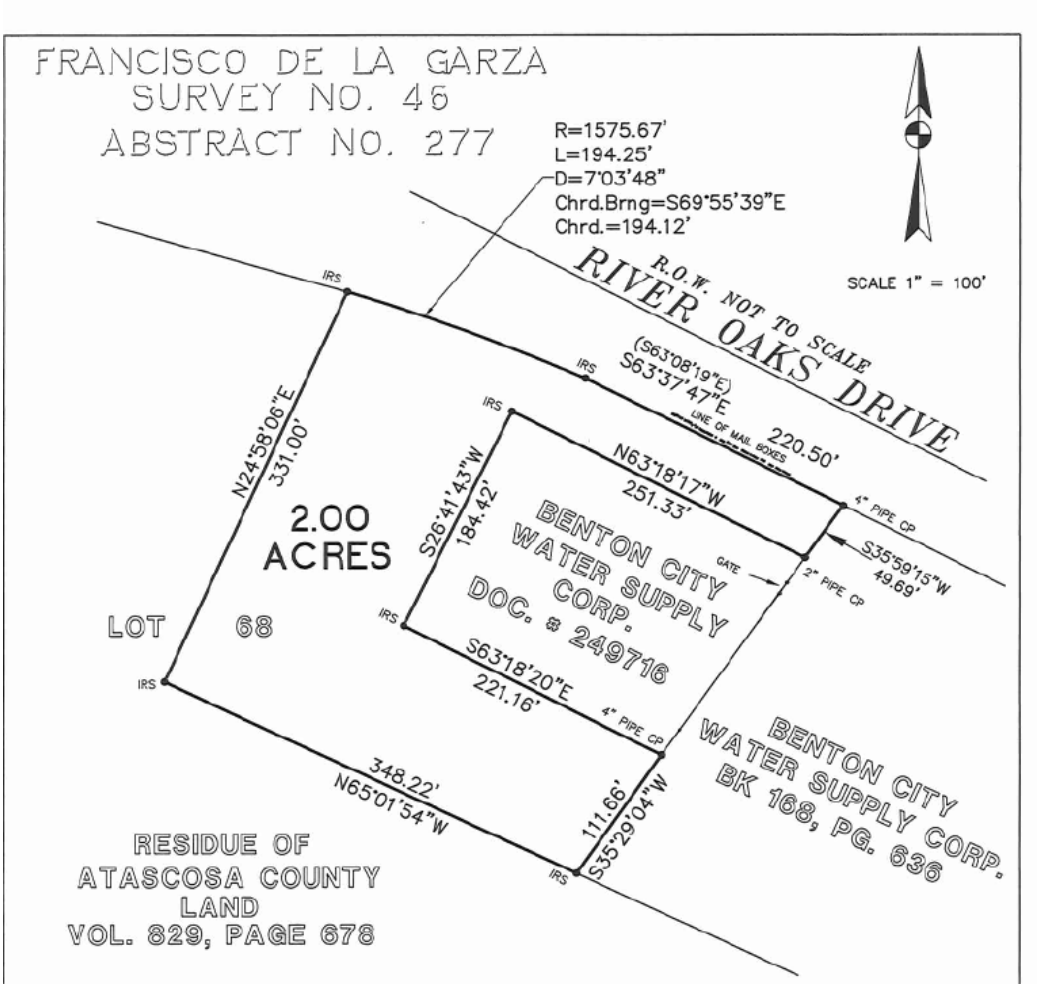
THENCE with said right-of-way as follows:
With a curve to the right having a radius of 1575.67 feet, a length of curve of 194.25 feet, and a chord bearing of South 69° 55' 39" East, a distance of 194.12 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 63° 37' 47" East, a distance of 220.50 feet to the **POINT OF BEGINNING** and containing 2.00 acres of land as shown on a plat that accompanies this description.

The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700

Larry J. Pollok, RPLS # 5186
November 18, 2025

Refer: 25-504



LEGEND

IRF – STEEL ROD FOUND
IRS – 1/2" REBAR SET WITH "POLLOK & SONS" CAP
CP – CORNER POST
DD°MM'SS" DIST.' – FIELD
(DD°MM'SS" DIST.') – RECORD
— x — BARBED WIRE FENCE
POWER/UTILITY POLE
(W) WATER WELL/WATER METER (AS NOTED)
(S) SEPTIC TANK
— O — CHAIN LINK FENCE
— II — WOOD PRIVACY FENCE

SURVEY PLAT OF 2.00 ACRES OF LAND OUT OF THE FRANCISCO DE LA GARZA SURVEY NO. 46, ABSTRACT 277, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ATASCOSA COUNTY IN THE DEED OF RECORD IN BOOK 829, PAGE 678 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND FURTHER BEING A PART OR PORTION OF LOT 68, RIVER OAKS SUBDIVISION AS SHOWN ON THE PLAT OF RECORD IN CABINET A, SHEET 108A (NPC) NEW PLAT CABINET OF ATASCOSA COUNTY. TEXAS.

SURVEYOR NOTES:

1.) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
2.) RECORDS WERE NOT RESEARCHED FOR EASEMENTS ON THIS TRACT OF LAND.
3.) THE BASIS OF THE BEARING SYSTEM IS NAD83 TEXAS SOUTH CENTRAL.
4.) THIS PLAT WAS PREPARED FOR MARIA VELA. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
5.) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.

REFERENCE: BK 829, PG. 678 – DEED
VOL. A, PG. 108–A

STATE OF TEXAS
REGISTERED
LARRY J. POLLOK
5186
PROFESSIONAL
LAND SURVEYOR

POLLOK & SONS SURVEYING, INC.
FIRM NO. 10052700
FLORESVILLE, TEXAS
(830) 393–4770

STATE OF TEXAS
COUNTY OF ATASCOSA

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

THIS 18th DAY OF NOVEMBER, 20 25 A.D.

LARRY J. POLLOK R.P.L.S. NO.5186

© 2022 ALL RIGHTS RESERVED

JOB NO. 25–504

SPECIAL WARRANTY DEED

Date:	December ____, 2025
Grantor:	County of Atascosa, Texas
Grantor's Mailing Address:	Courthouse Circle Jourdanton, Atascosa County, Texas 78026
Grantee:	Benton City Water Supply Corporation
Grantee's Mailing Address:	980 FM 3175 Lytle, Atascosa County, Texas 78052

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration.

Property (including any improvements): Two (2) acres of land out of the Francisco de la Garza Survey No. 46, Abstract 277, Atascosa County, Texas and being a part or portion of the land described in a conveyance to Atascosa County in the deed of record in Book 829, Page 678 of the Official Public Records of Atascosa County, Texas and further being a part or portion of Lot 68, River Oaks Subdivision, as shown on the plat of record in Cabinet A, Sheet 108A (NPC) New Plat Cabinet of Atascosa County, Texas, and being more particularly described by the survey plat and metes and bounds on Exhibit "A" attached hereto.

Exceptions to Conveyance and Warranty: This conveyance is made subject to any restrictions, easements, setback lines, covenants, conditions, reservations, terms and provisions of record affecting the Property or which can be determined by a property survey, validly existing easements and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property including those items listed in the deed from Ralph L. Armstrong, Jr. and William L. Essex III to Atascosa County recorded as document no. 199005167.

Reservations from Conveyance: Grantor reserves all coal, lignite, oil, gas, and other minerals Grantor may possess in, on, or under the Property, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantor to develop the Property for oil, gas, and other minerals by directional drilling from a nearby site.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

GRANTOR:

County of Atascosa, Texas

By: _____
Name: Weldon Cude
Title: County Judge

STATE OF TEXAS §
COUNTY OF ATASCOSA §

The above and foregoing instrument was acknowledged before me on the ____ day of December, 2025, by Weldon Cude, in his capacity as County Judge of the County of Atascosa, Texas, the Grantor herein.

_____
Notary Public, in and for the State of Texas

GRANTEE:

BENTON CITY WATER SUPPLY CORPORATON, a Texas non-profit water supply corporation

By: _____
Name: Leroy Goodson
Title: President, Board of Directors

STATE OF TEXAS §
COUNTY OF ATASCOSA §

The above and foregoing instrument was acknowledged before me on the ____ day of December, 2025, by Leroy Goodson, in his capacity as President, Board of Directors, Benton City Water Supply Corporation, a Texas non-profit water supply corporation, the Grantee herein.

_____
Notary Public, in and for the State of Texas

After Recording, please return to: Benton City Water Supply Corporation. 980 FM 3175, Lytle, Atascosa County, Texas 78052

EXHIBIT A

STATE OF TEXAS
COUNTY OF ATASCOSA

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THENCE South 35° 59' 15" West, with the common line of said Benton City Water Supply Corporation land, a distance of 49.69 feet to a 2" pipe corner post for the northeasterly line of the Benton City Water Supply Corporation land as described Document 249716 of the Official Public Records of Atascosa County, Texas and the upper southeasterly corner of the Atascosa County land and of this tract;

THENCE with the common line of said Benton City Water Corporation land as follows:
North 63° 18' 17" West, a distance of 251.33 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 26° 41' 43" West, a distance of 184.42 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 63° 18' 20" West, a distance of 221.16 feet to a 4" pipe corner post on the aforementioned northwesterly line of the Benton City Water Corporation land as described in Book 168, Page 636 for the southerly corner of said Benton City Water Corporation land as described in Document 249716 and a corner of the Atascosa County land and of this tract;

THENCE South 35° 29' 04" West, with the common line of said Benton City Water Corporation land as described in Book 168, Page 636, a distance of 111.66 feet to a set ½" rebar with a "Pollok & Sons" cap for the westerly corner of said Benton City Water Corporation land as described in Book 168, Page 636, an interior corner of the Atascosa County land, and the southerly corner of this tract;

THENCE North 65° 01' 54" West, into the Atascosa County land, a distance of 348.22 feet to a set 1/2" rebar with a "Pollok & Sons" cap for the westerly corner of this tract;

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With a curve to the right having a radius of 1575.67 feet, a length of curve of 194.25 feet, and a chord bearing of South 69° 55' 39" East, a distance of 194.12 feet to a set ½" rebar with a "Pollok & Sons" cap;
South 63° 37' 47" East, a distance of 220.50 feet to the **POINT OF BEGINNING** and containing 2.00 acres of land as shown on a plat that accompanies this description.

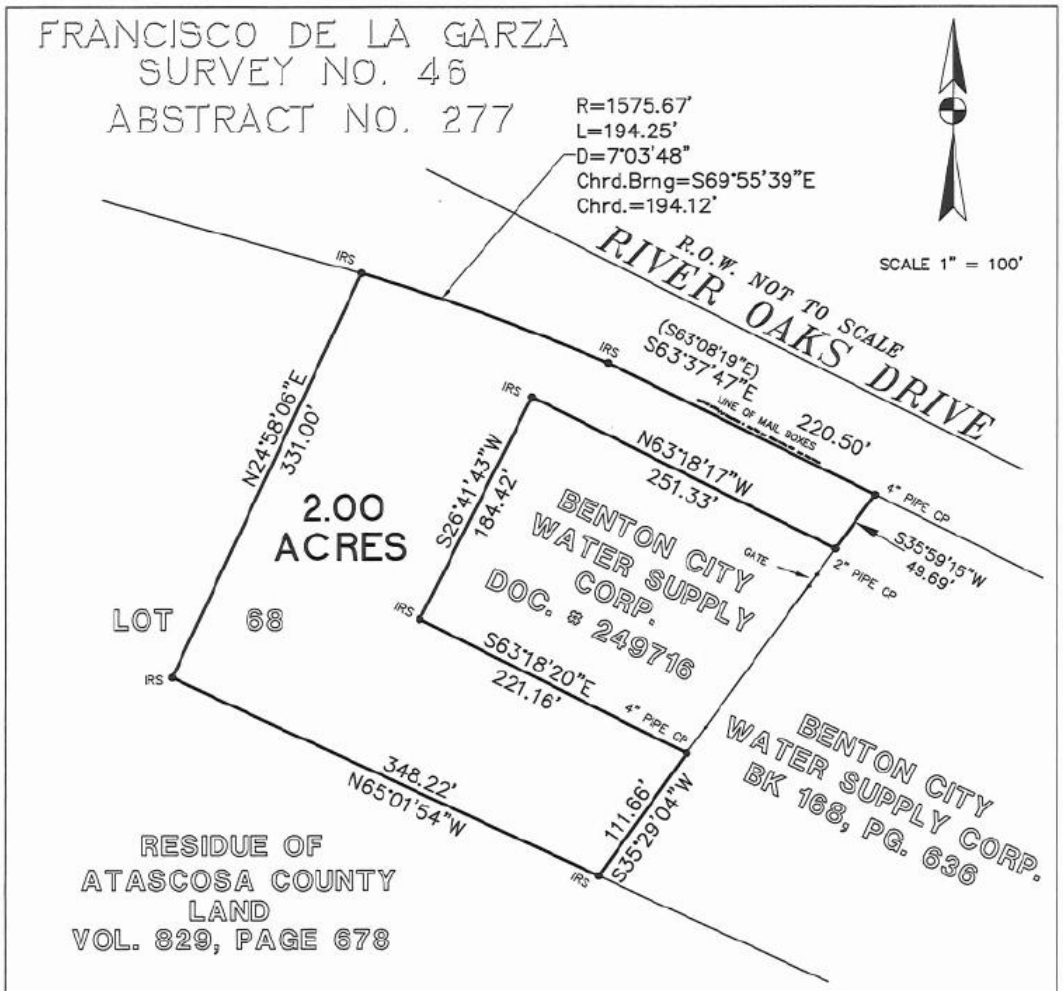
The bearing system is based on NAD83, Texas South Central.

POLLOK & SONS SURVEYING, INC.
Firm No. 10052700

Larry J. Pollok, RPLS # 5186
November 18, 2025

STATE OF TEXAS REGISTERED LARRY J. POLLOK 5186 PROFESSIONAL LAND SURVEYOR

Refer: 25-504



LEGEND

IRF – STEEL ROD FOUND
IRS – 1/2" REBAR SET WITH "POLLOK & SONS" CAP
CP – CORNER POST
DD°MM'SS" DIST.' – FIELD
(DD°MM'SS" DIST.') – RECORD
— x — BARBED WIRE FENCE
POWER/UTILITY POLE
(W) WATER WELL/WATER METER (AS NOTED)
(S) SEPTIC TANK
— o — CHAIN LINK FENCE
— || — WOOD PRIVACY FENCE

SURVEY PLAT OF 2.00 ACRES OF LAND OUT OF THE FRANCISCO DE LA GARZA SURVEY NO. 46, ABSTRACT 277, ATASCOSA COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO ATASCOSA COUNTY IN THE DEED OF RECORD IN BOOK 829, PAGE 678 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS AND FURTHER BEING A PART OR PORTION OF LOT 68, RIVER OAKS SUBDIVISION AS SHOWN ON THE PLAT OF RECORD IN CABINET A, SHEET 108A (NPC) NEW PLAT CABINET OF ATASCOSA COUNTY, TEXAS.

SURVEYOR NOTES:

1.) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
2.) RECORDS WERE NOT RESEARCHED FOR EASEMENTS ON THIS TRACT OF LAND.
3.) THE BASIS OF THE BEARING SYSTEM IS NAD83 TEXAS SOUTH CENTRAL.
4.) THIS PLAT WAS PREPARED FOR MARIA VELA. NO LICENSE HAS BEEN CREATED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
5.) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.

REFERENCE: BK 829, PG. 678 – DEED
VOL. A, PG. 108–A

POLLOK & SONS SURVEYING, INC.
FIRM NO. 10052700
FLORESVILLE, TEXAS
(830) 393-4770

STATE OF TEXAS
REGISTERED
LARRY J. POLLOK
5186
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF ATASCOSA

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

THIS 18th DAY OF NOVEMBER, 20 25 A.D.

LARRY J. POLLOK R.P.L.S. NO.5186

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JOB NO. 25-504