

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

1355 Royal Oaks Dr. Somerset, TX, 78069 29.15123, -98.66262

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

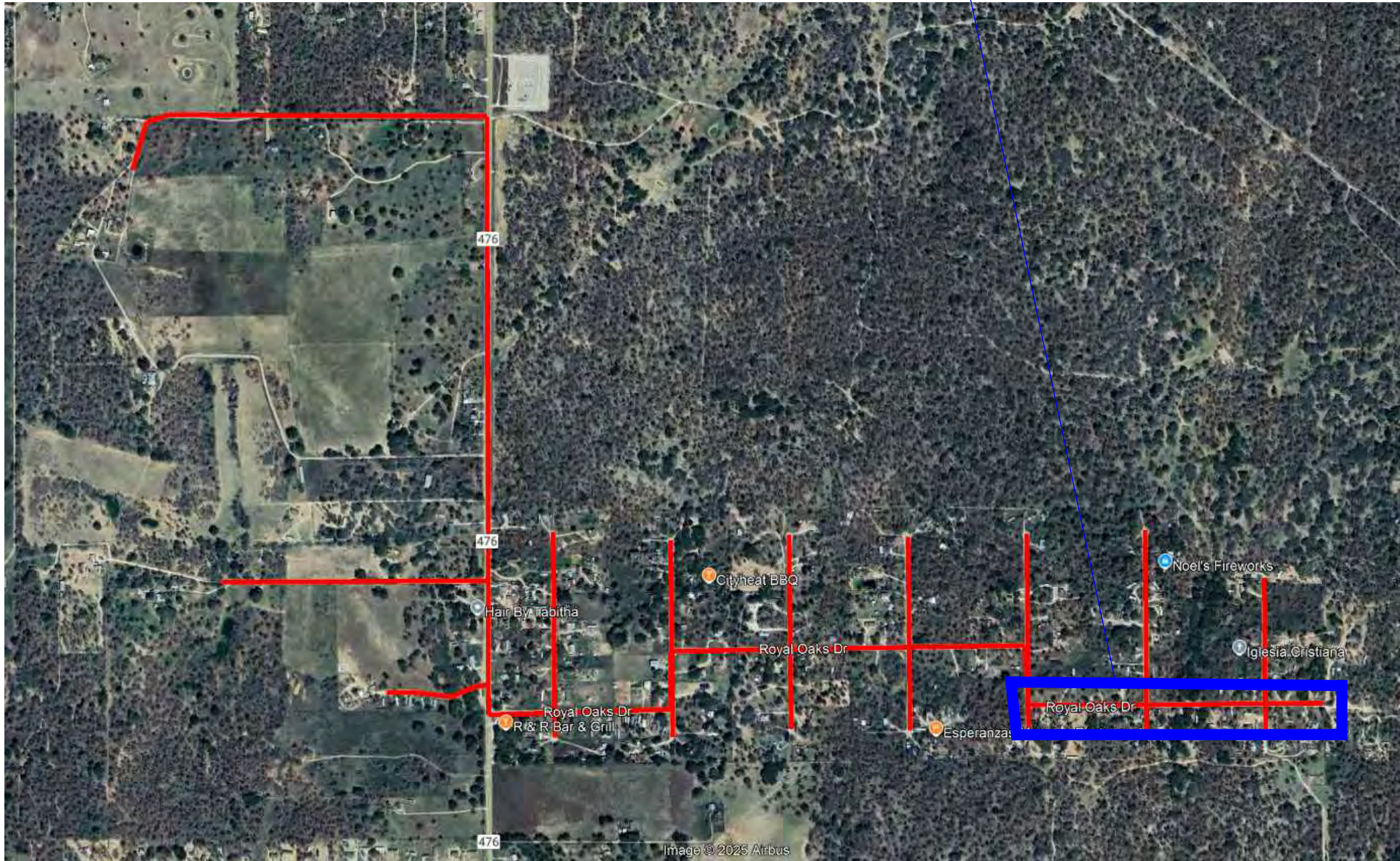
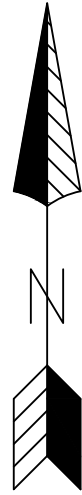
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 3-5320502.dwg
PAGE: 1 OF 10		

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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FEE SCHEDULE:

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AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 6th St - CROSS #6

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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237 N 6th St. Somerset, TX, 78069

29.15415, -98.66676

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

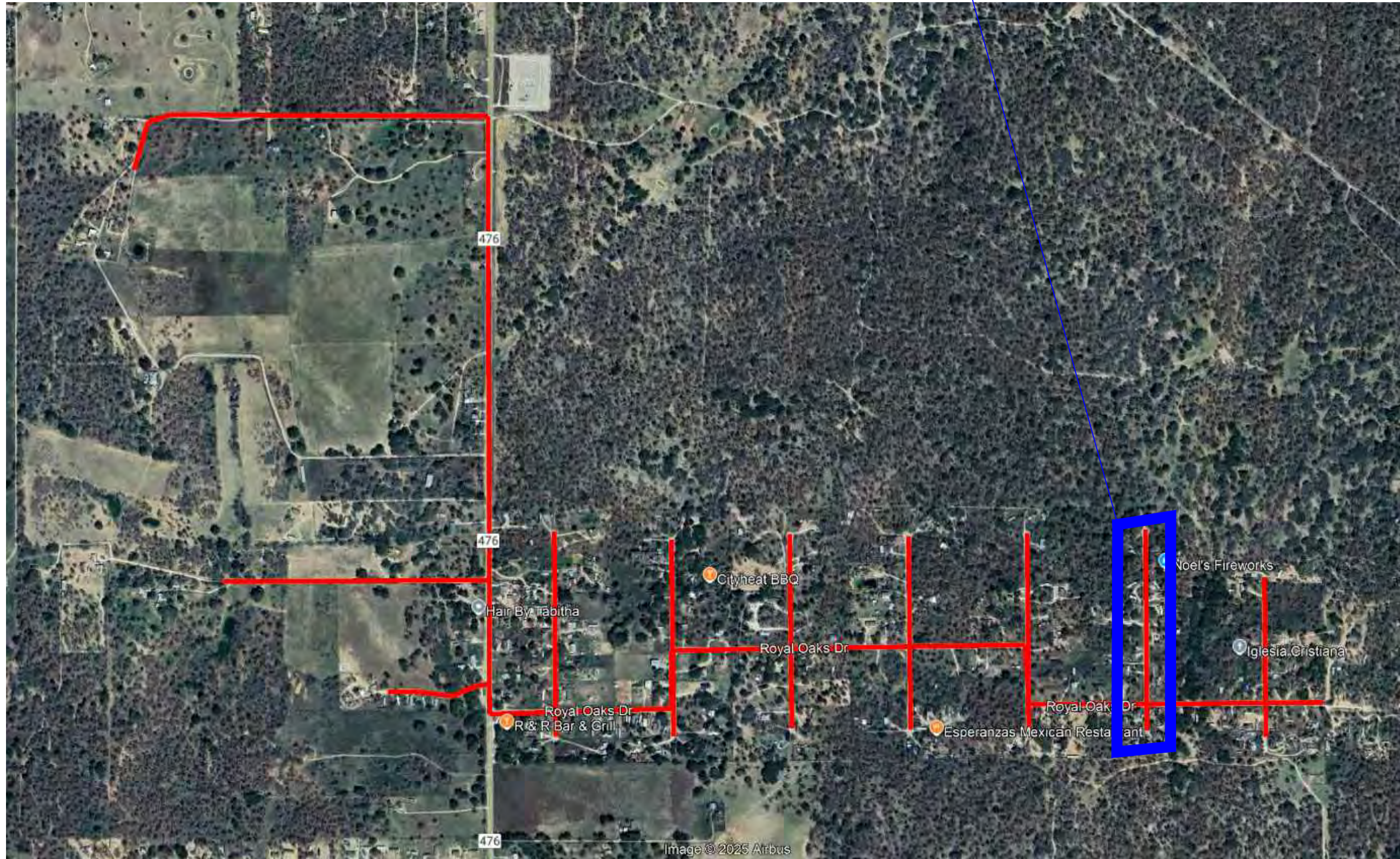
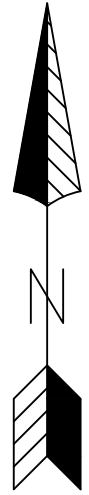
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

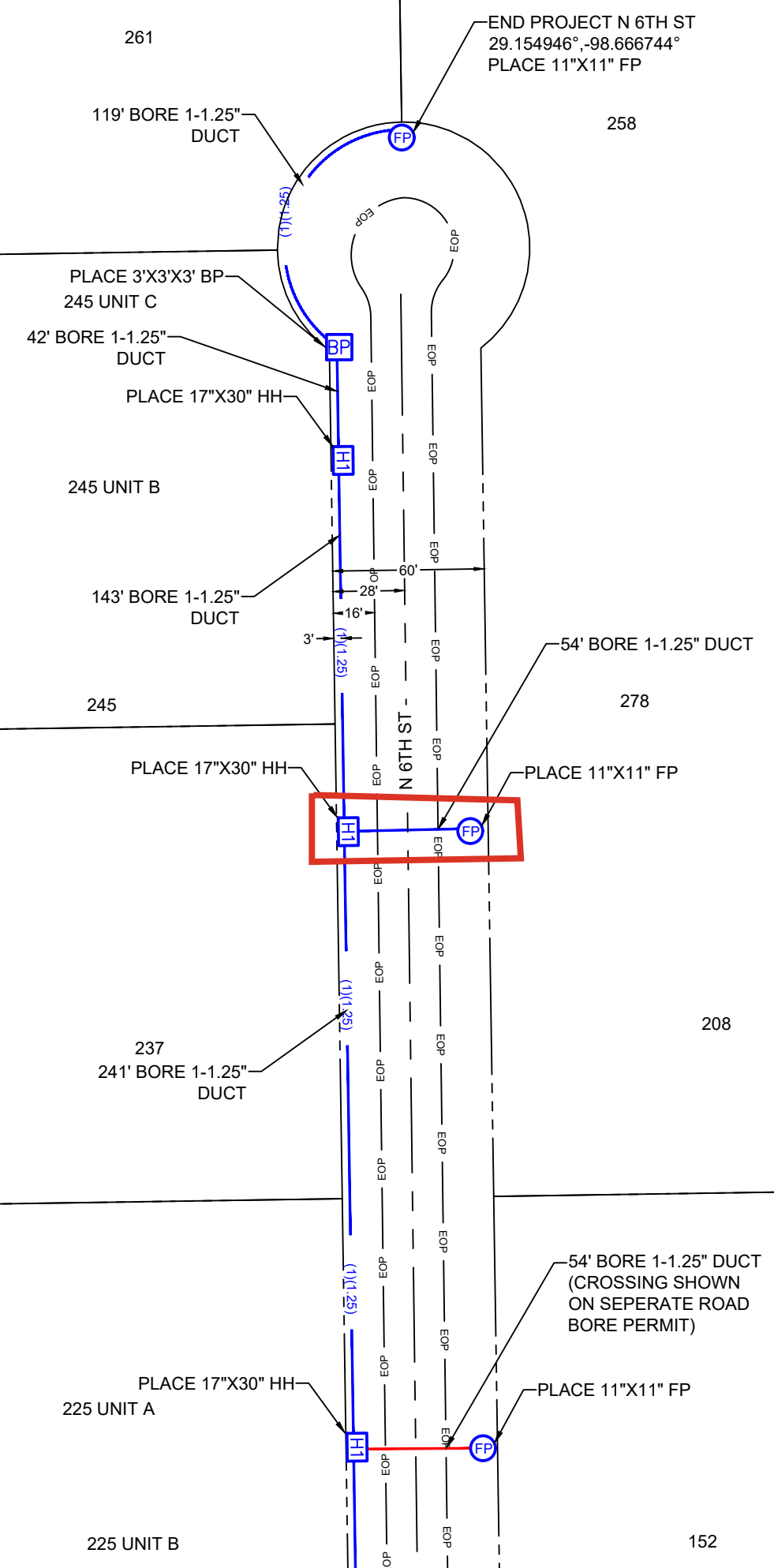
LOCATION MAP

PROJECT AREA

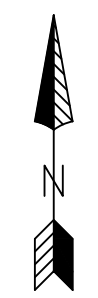


ATASCOSA COUNTY
N 6TH ST - 5320502

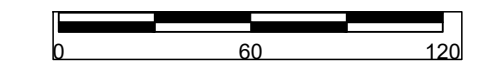
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
	PAGE: 1 OF 9	



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



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 6TH ST - 5320502**

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

SEE SHEET 2

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	EXCH. CODE: 70428
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352	FILE: N 6TH ST-5320502.dwg
PAGE: 4 OF 9		

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

1343 Royal Oaks Dr. Somerset, TX, 78069 29.15122, -98.66356

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

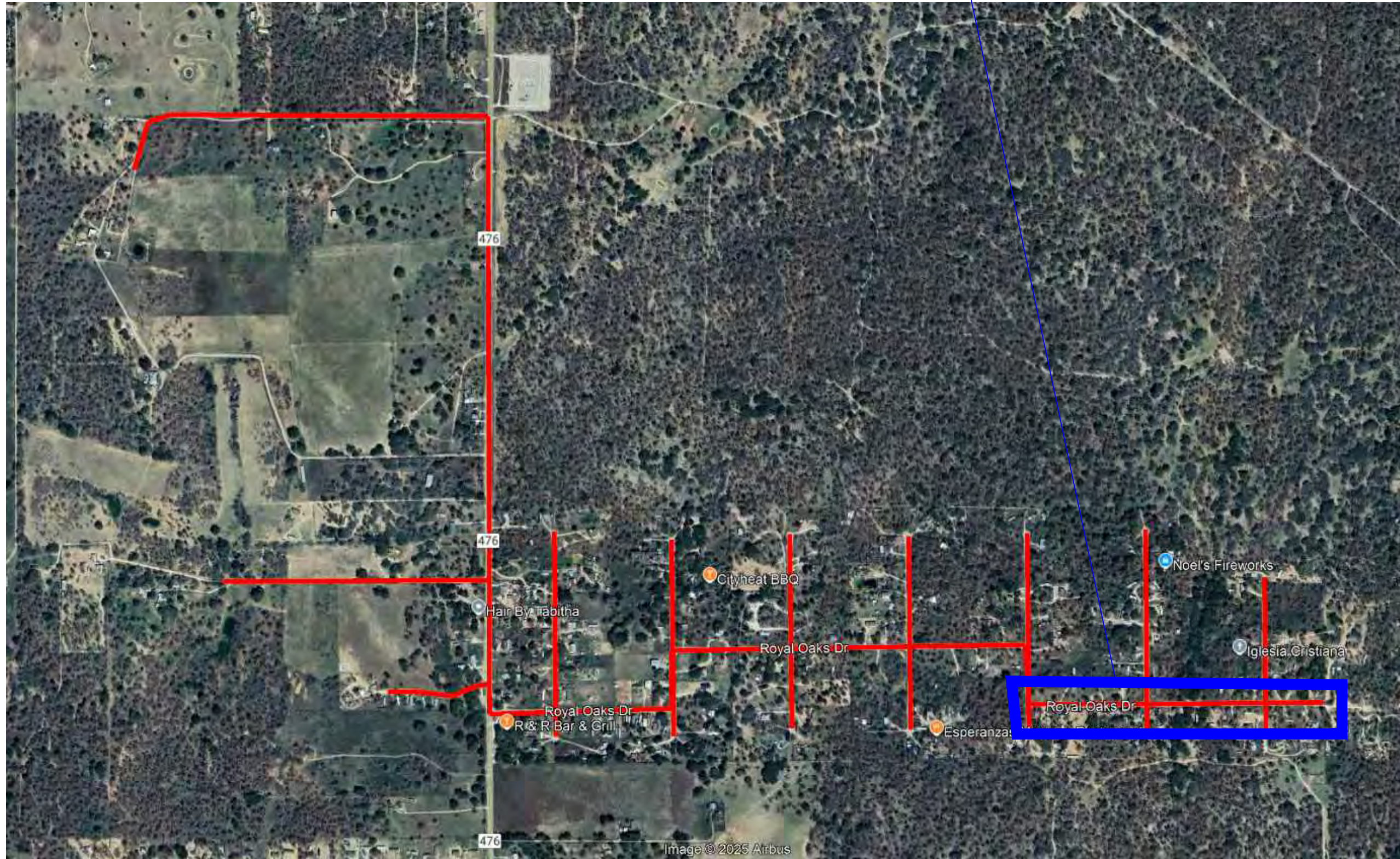
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

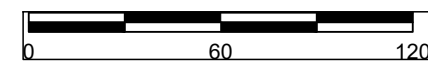
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 3-5320502.dwg
	PAGE: 1 OF 10	



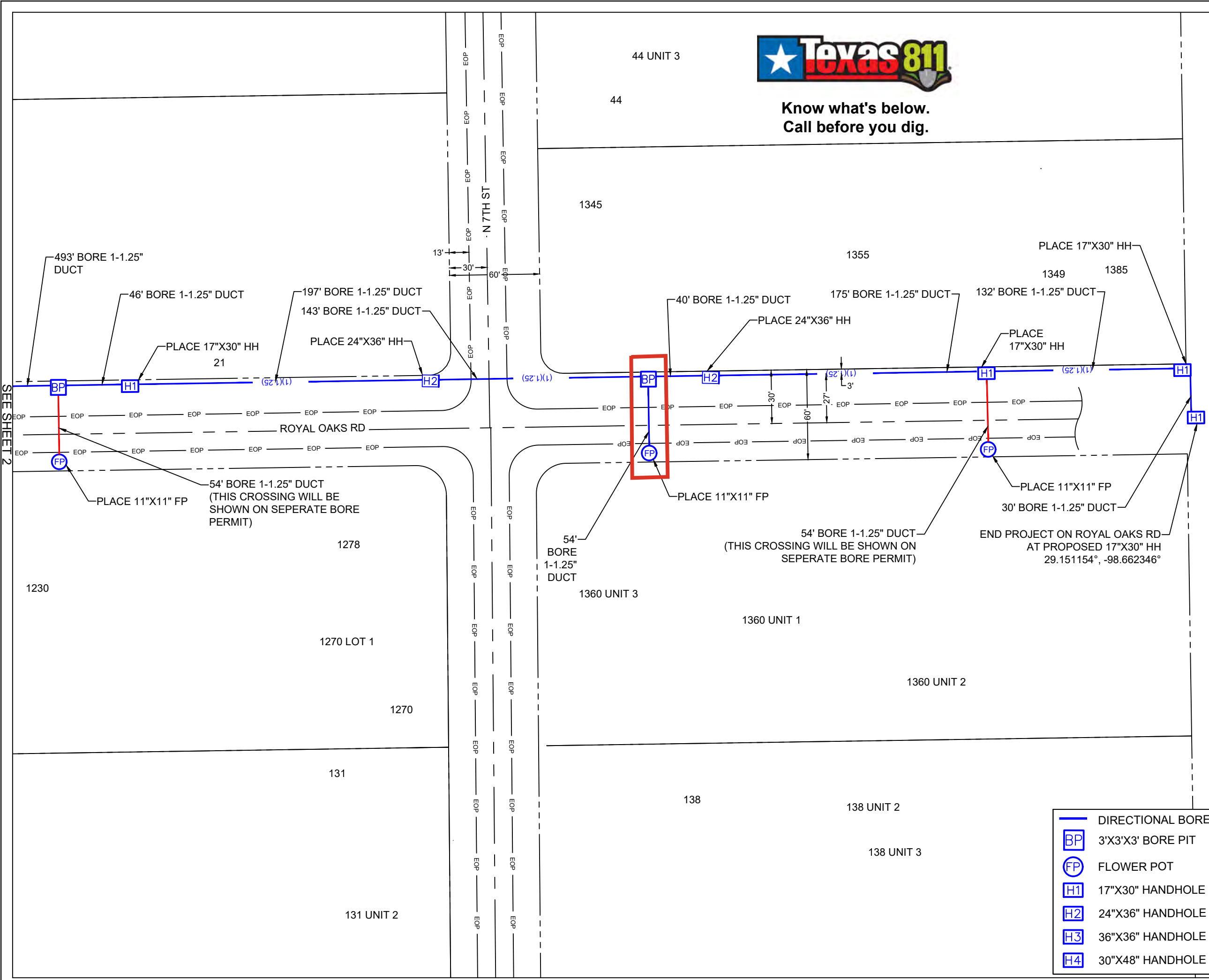
Know what's below.
Call before you dig.



SCALE: 1"= 60'



SEE SHEETS 1



SPECIAL NOTES

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

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

UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION



ATASCOSA COUNTY
ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER:	5320502	C.O. AREA:	JOURDANTON
EXCH. CODE:	70428	CNTY:	ATASCOSA
DRAWN DATE:	8/4/2025	ENGR:	JEFF GOFF
FILE:	ROYAL OAK RD 3-5320502.dwg	PAGE:	4 OF 10
SCALE:	1:60	PHONE:	512-759-5352

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 6th St - CROSS #5

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

225 N 6th St. Somerset, TX, 78069

29.15356, -98.6675

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

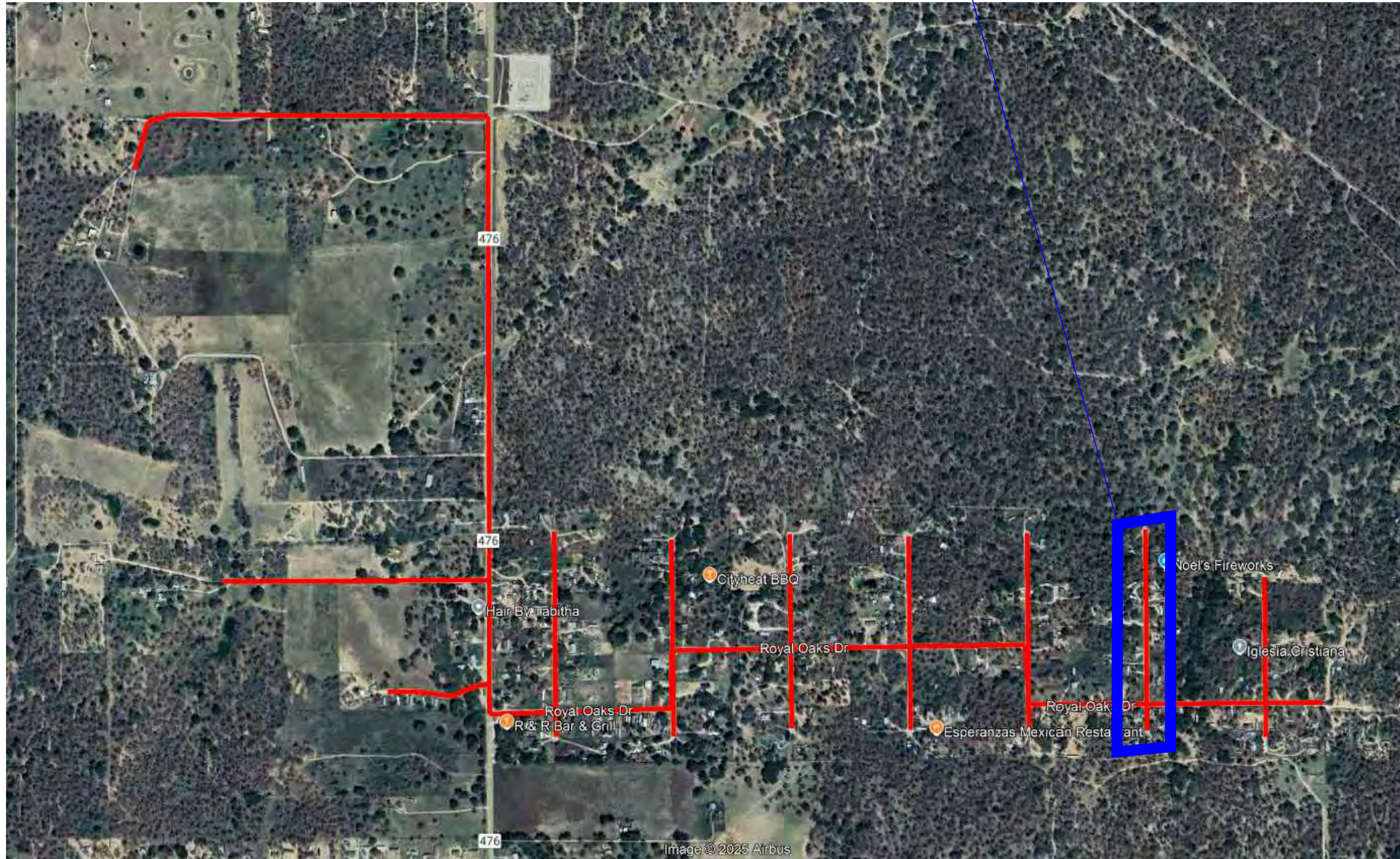
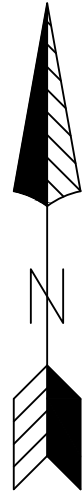
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 6TH ST - 5320502

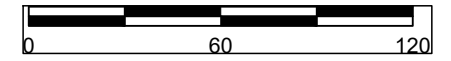
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
		PAGE: 1 OF 9



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

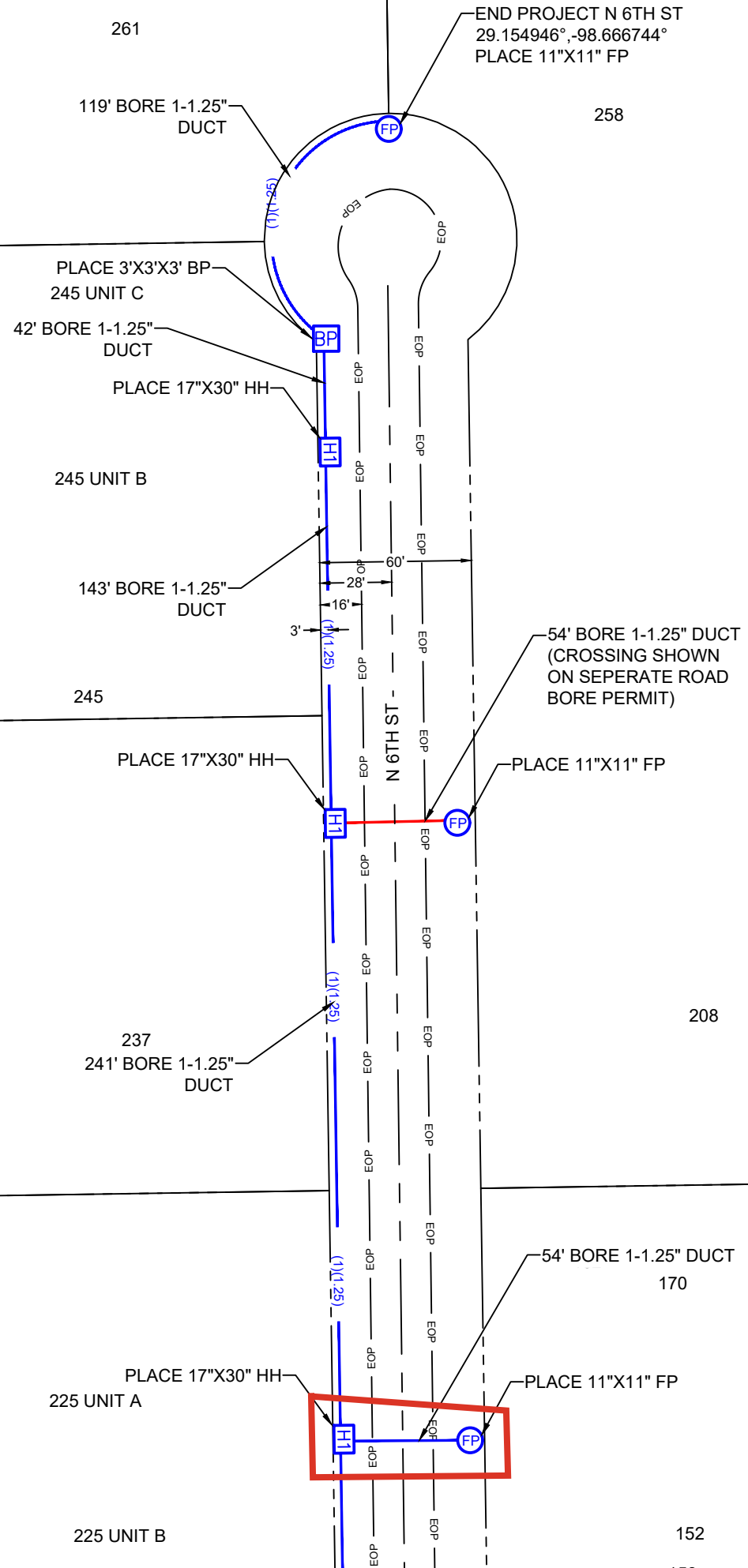
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 6TH ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
FILE: N 6TH ST-5320502.dwg	PAGE: 4 OF 9



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

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 1st St - CROSS #5

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

50 N 1st St. Somerset, TX, 78069 29.15108, -98.68111

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

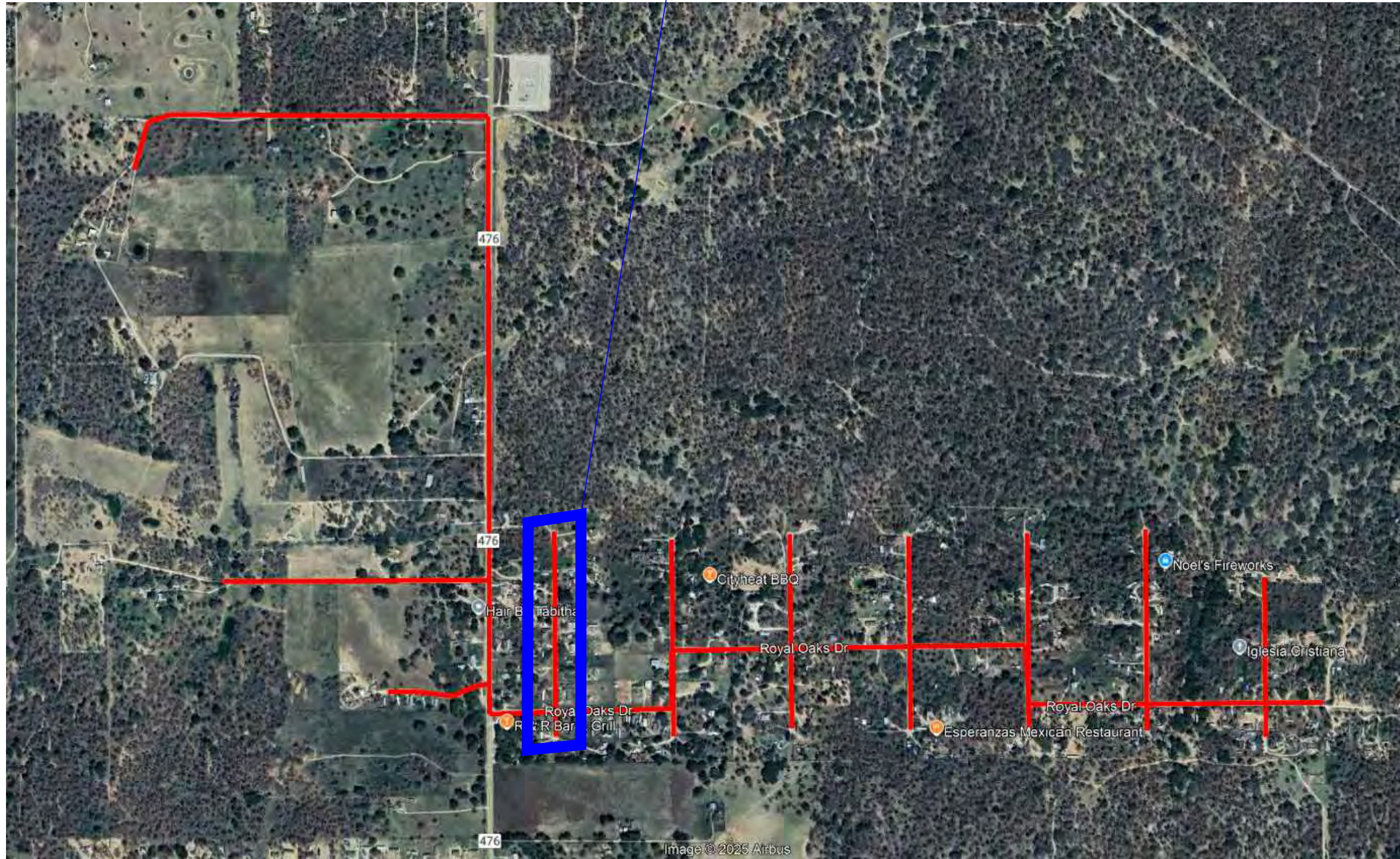
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 1ST ST - 5320502

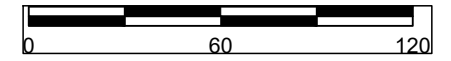
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 1ST ST-5320502.dwg
	PAGE: 1 OF 9	



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

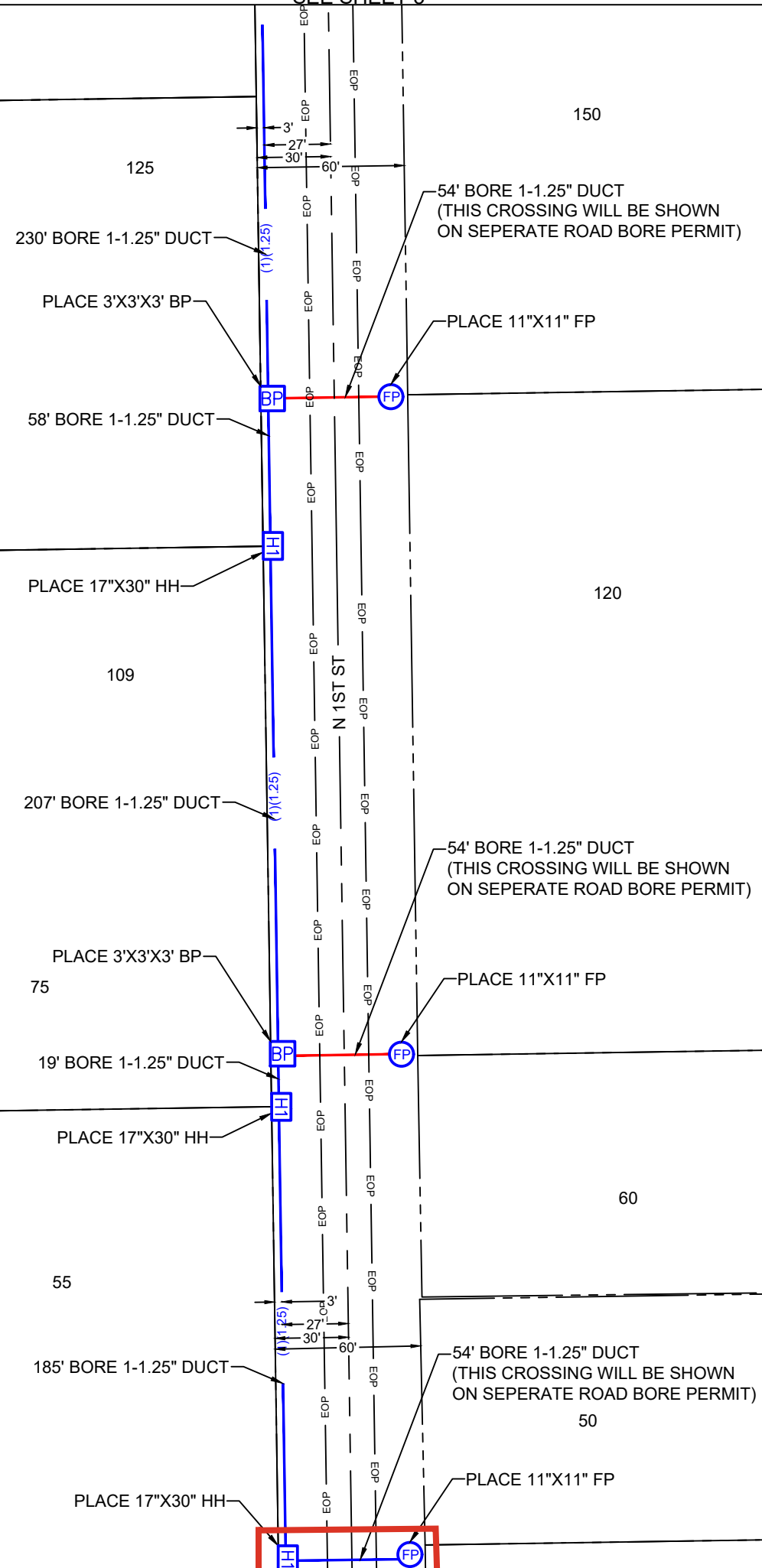
UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION



**ATASCOSA COUNTY
N 1ST ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF
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	PAGE: 3 OF 9



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

1229 Royal Oaks Dr. Somerset, TX, 78069 29.15119, -98.66447

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

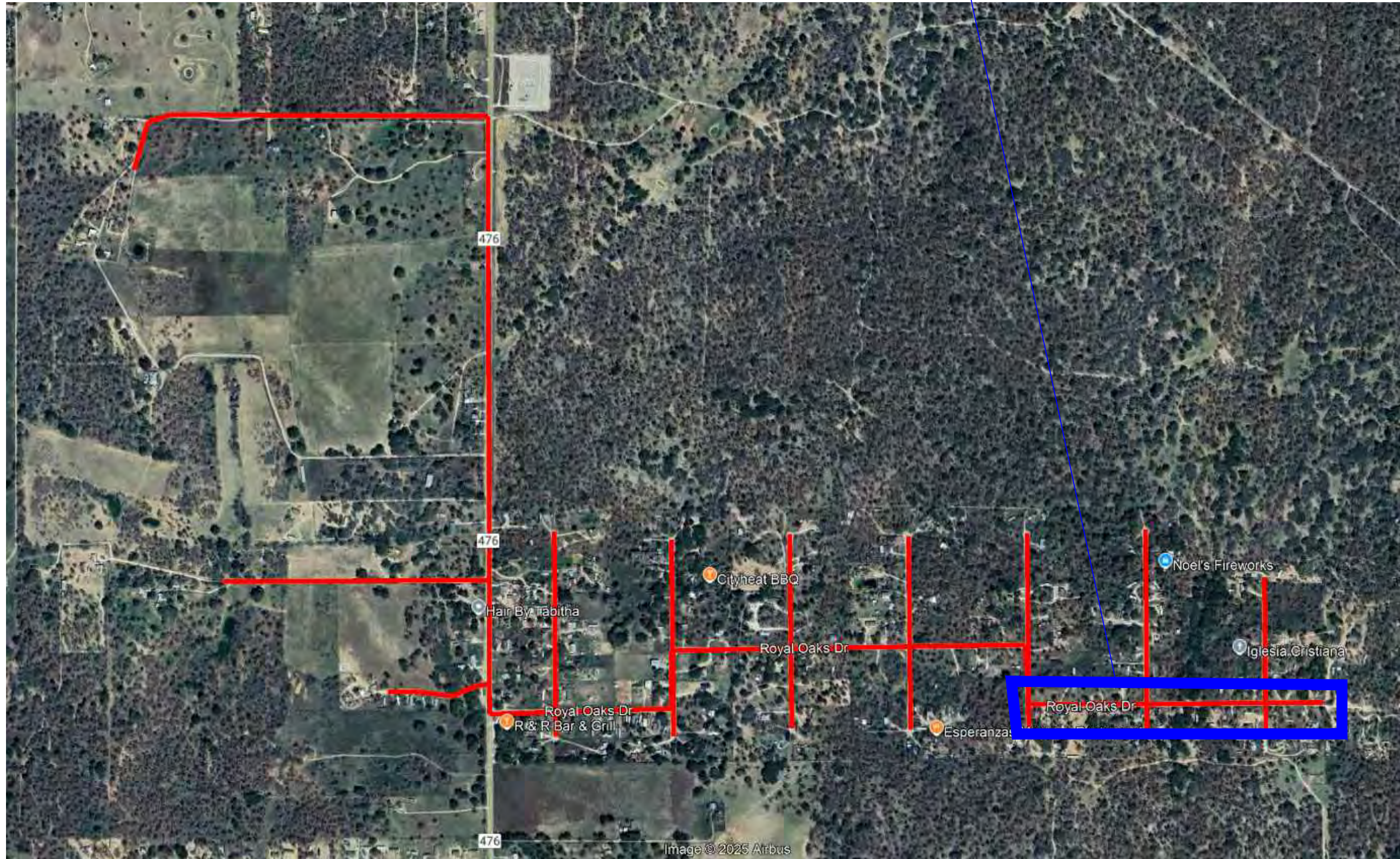
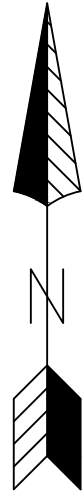
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

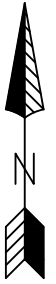


ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

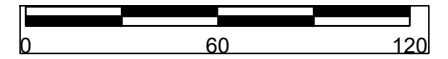
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DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 3-5320502.dwg
	PAGE: 1 OF 10	



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES



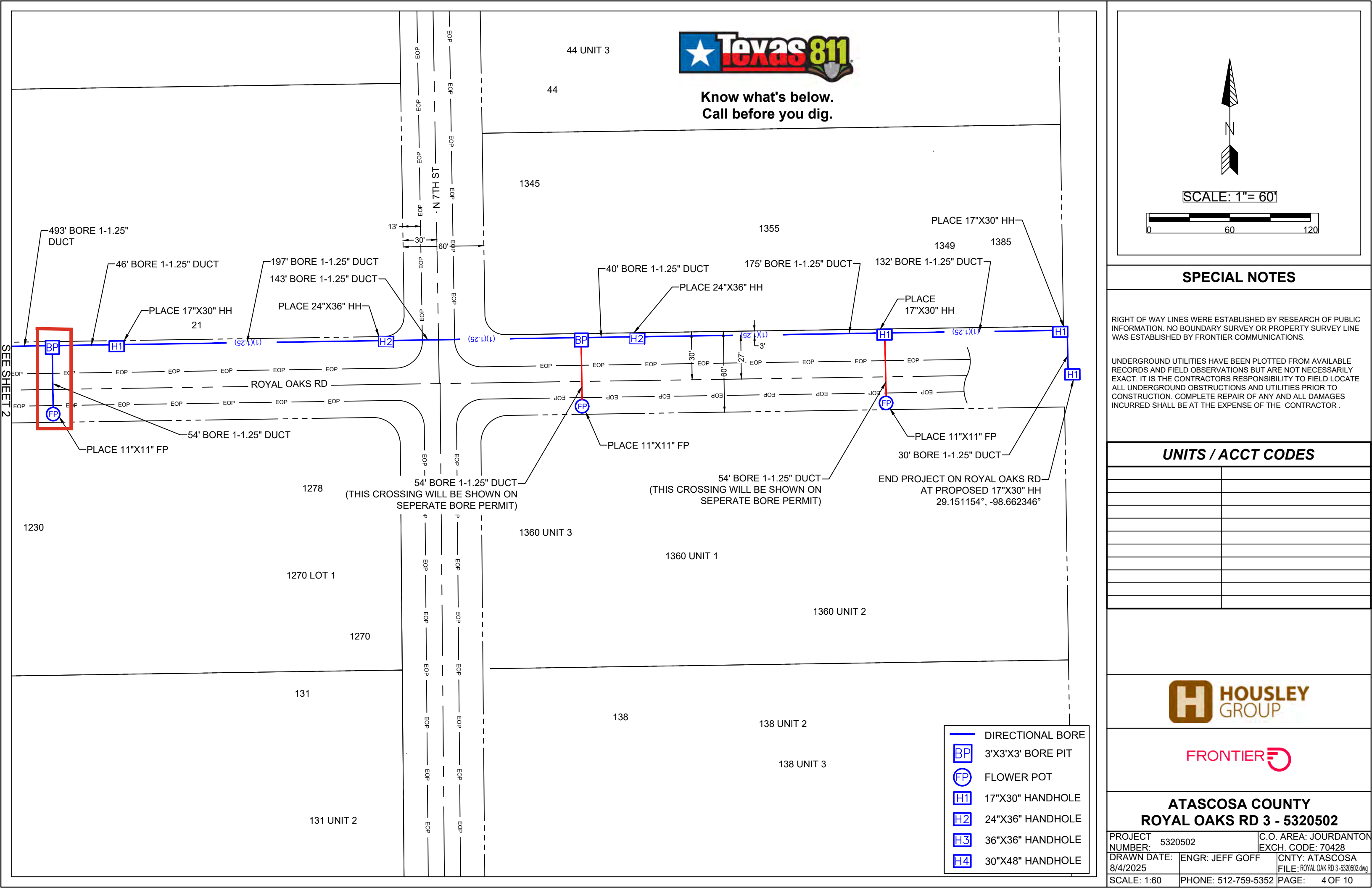
ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER: 5320502 C.O. AREA: JOURDANTON EXCH. CODE: 70428

DRAWN DATE: 8/4/2025 ENGR: JEFF GOFF CNTY: ATASCOSA FILE: ROYAL OAK RD 3-5320502.dwg

SCALE: 1:60 PHONE: 512-759-5352 PAGE: 4 OF 10

SEE SHEET 2



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

727 Royal Oaks Dr. Somerset, TX, 78069 29.15240, -98.67102

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

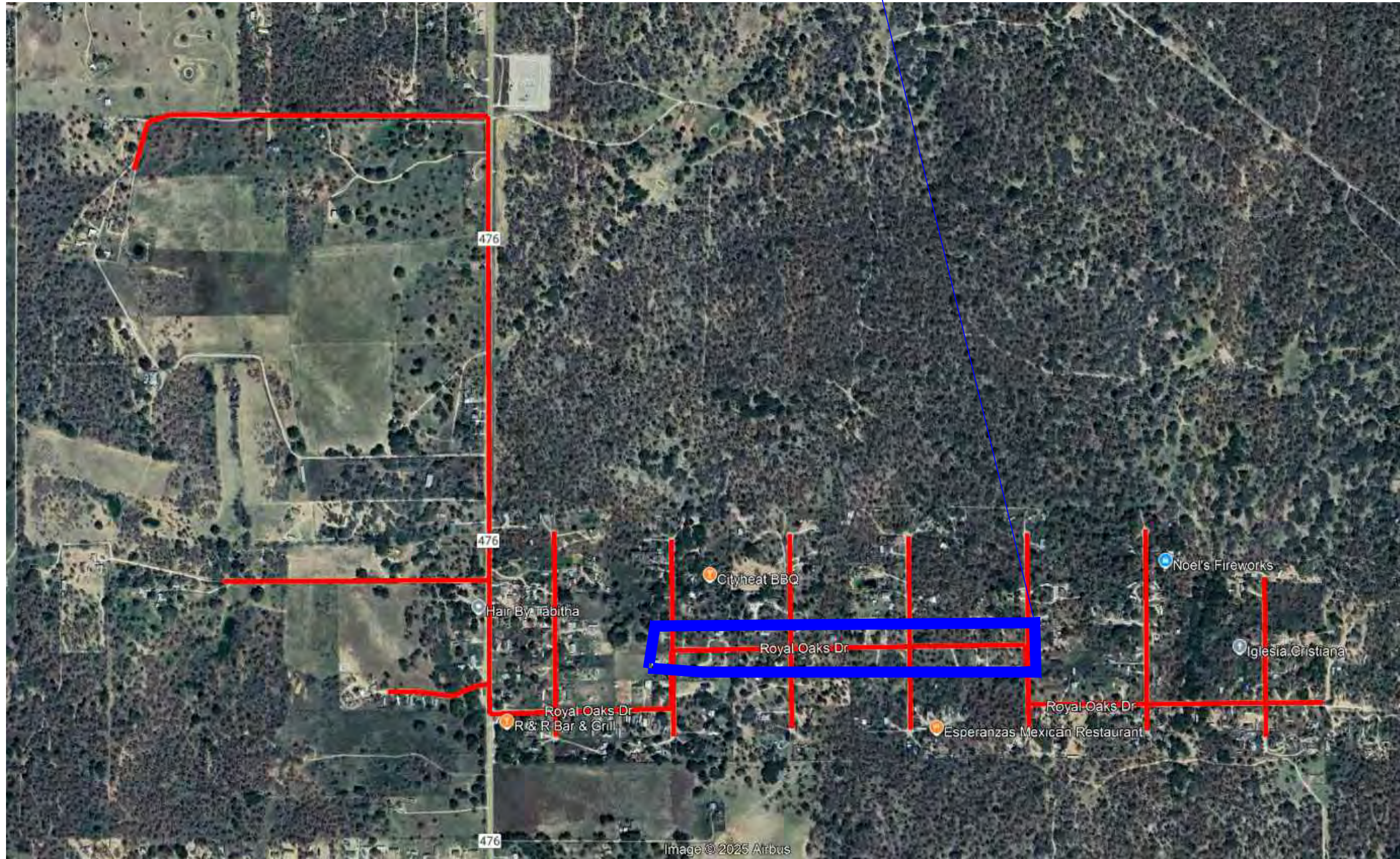
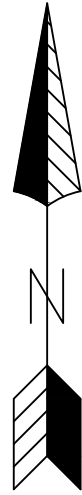
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

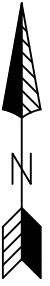


ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

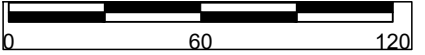
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DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 2-5320502.dwg
		PAGE: 1 OF 10



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION

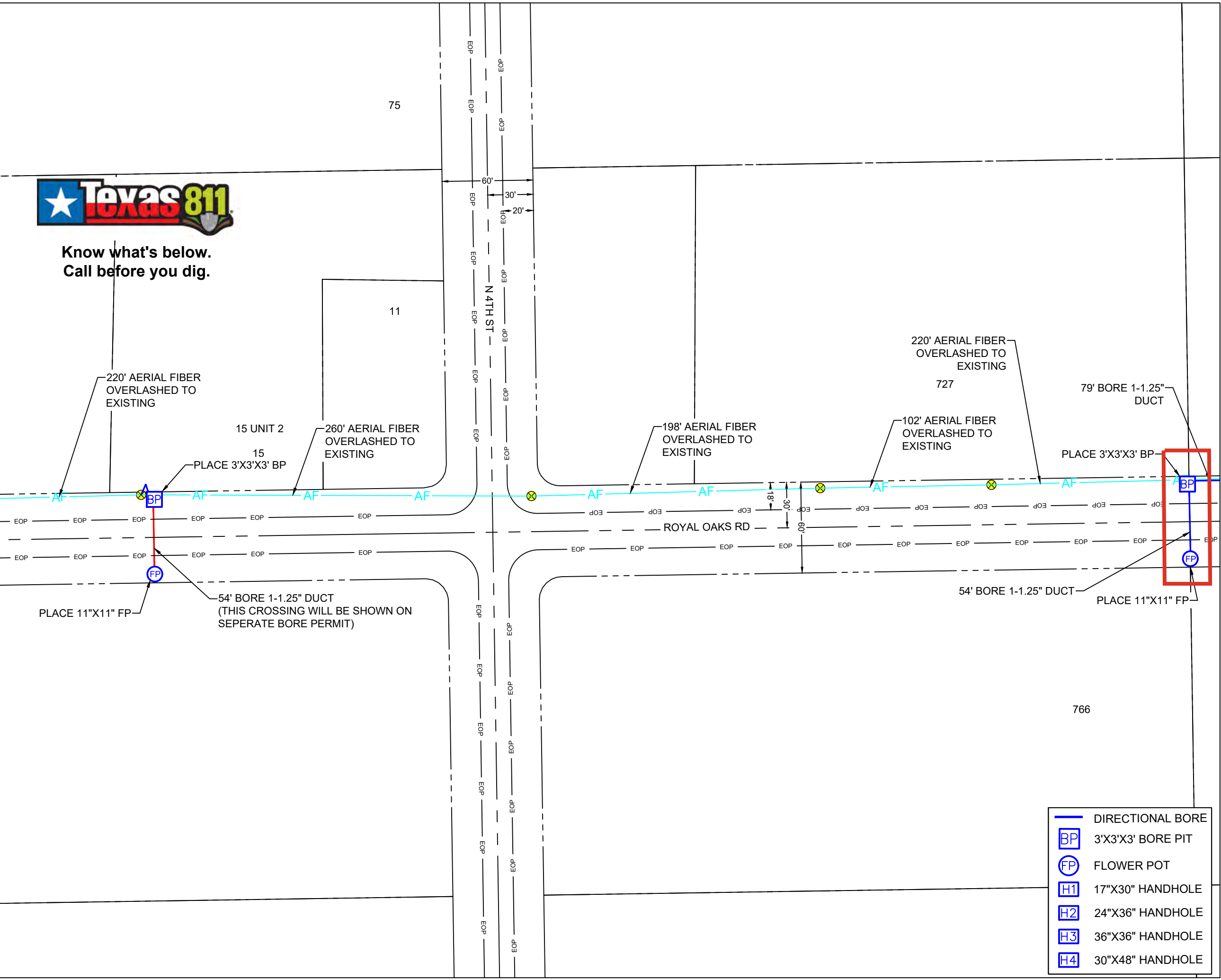









ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
PAGE: 4 OF 10	

SEE SHEET 2

SEE SHEET 4



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 6th St - CROSS #4

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

95 N 6th St. Somerset, TX, 78069

29.15275, -98.66675

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

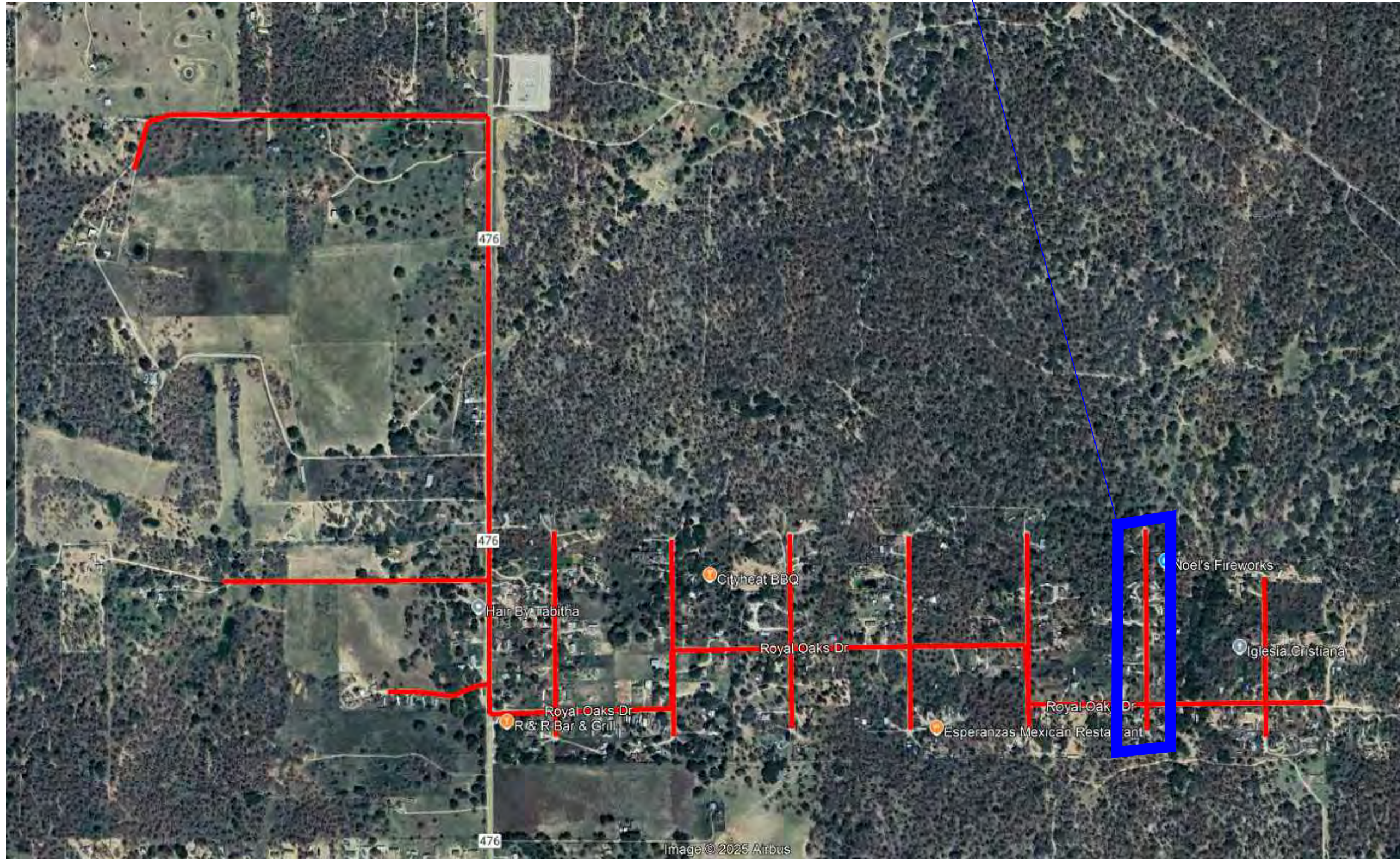
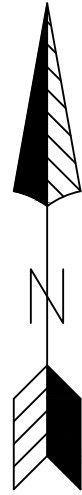
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 6TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
		PAGE: 1 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 1st St - CROSS #4

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

66 N 1st St. Somerset, TX, 78069 29.15188, -98.68110

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

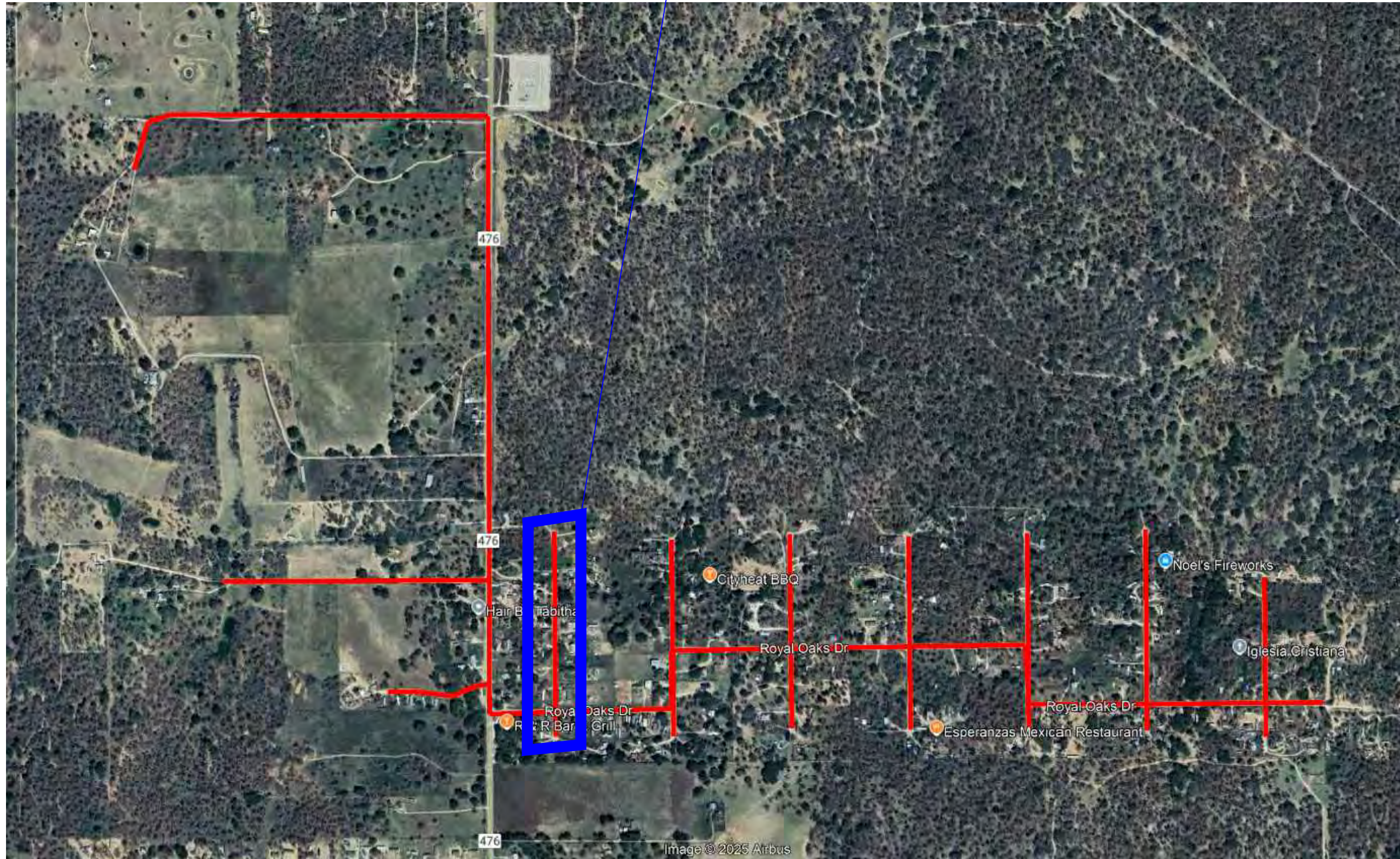
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

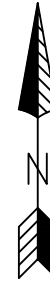


ATASCOSA COUNTY
N 1ST ST - 5320502

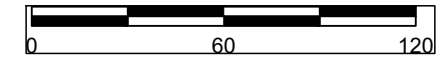
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/12/2025	EXCH. CODE: 70428
ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905
	FILE: N 1ST ST-5320502.dwg
	PAGE: 1 OF 9



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

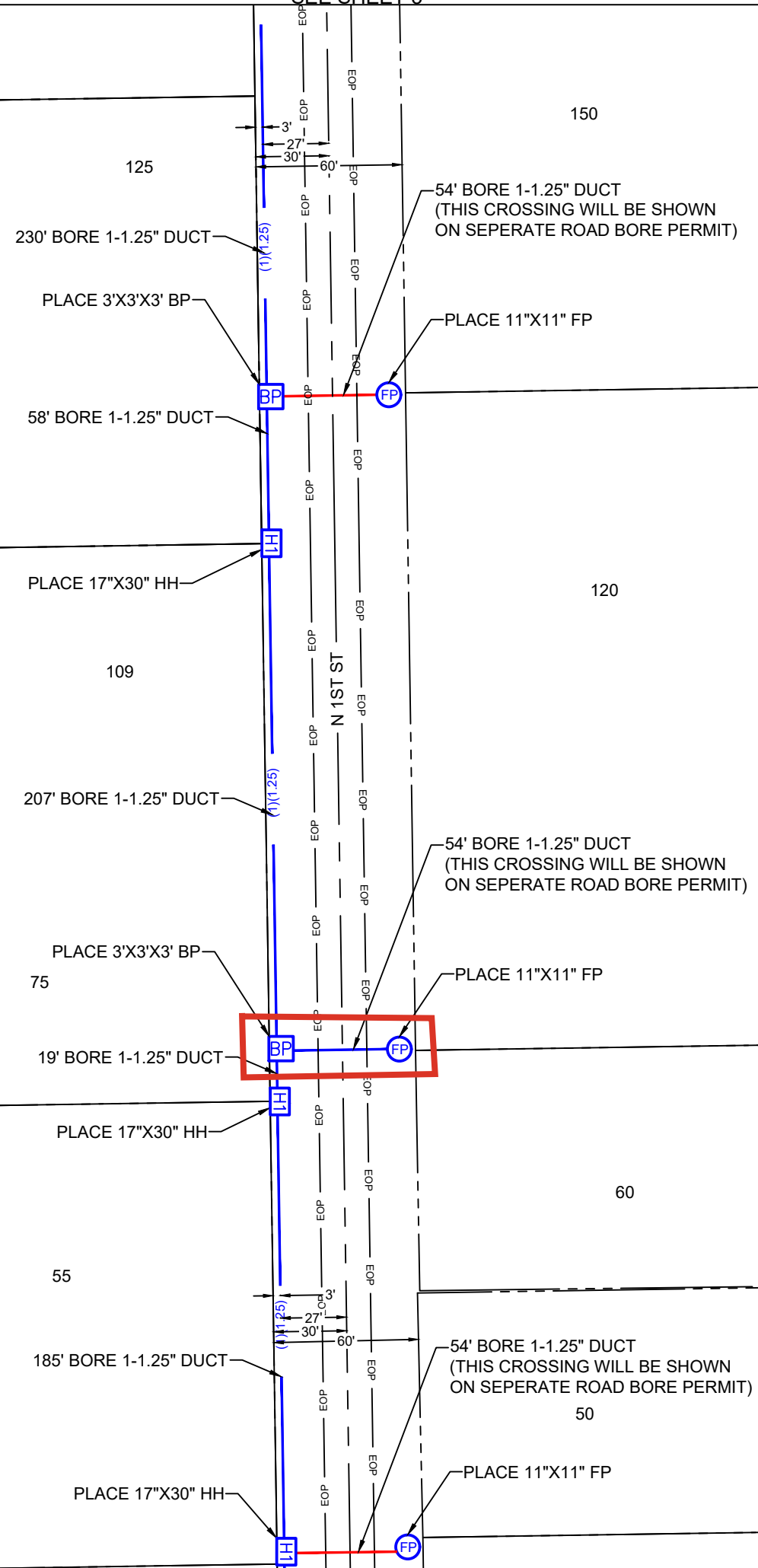
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE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

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 1ST ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	EXCH. CODE: 70428
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352	FILE: N 1ST ST-5320502.dwg
		PAGE: 3 OF 9



SEE SHEET 3

SEE SHEET 1

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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

1175 Royal Oaks Dr. Somerset, TX, 78069 29.15119, -98.66613

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

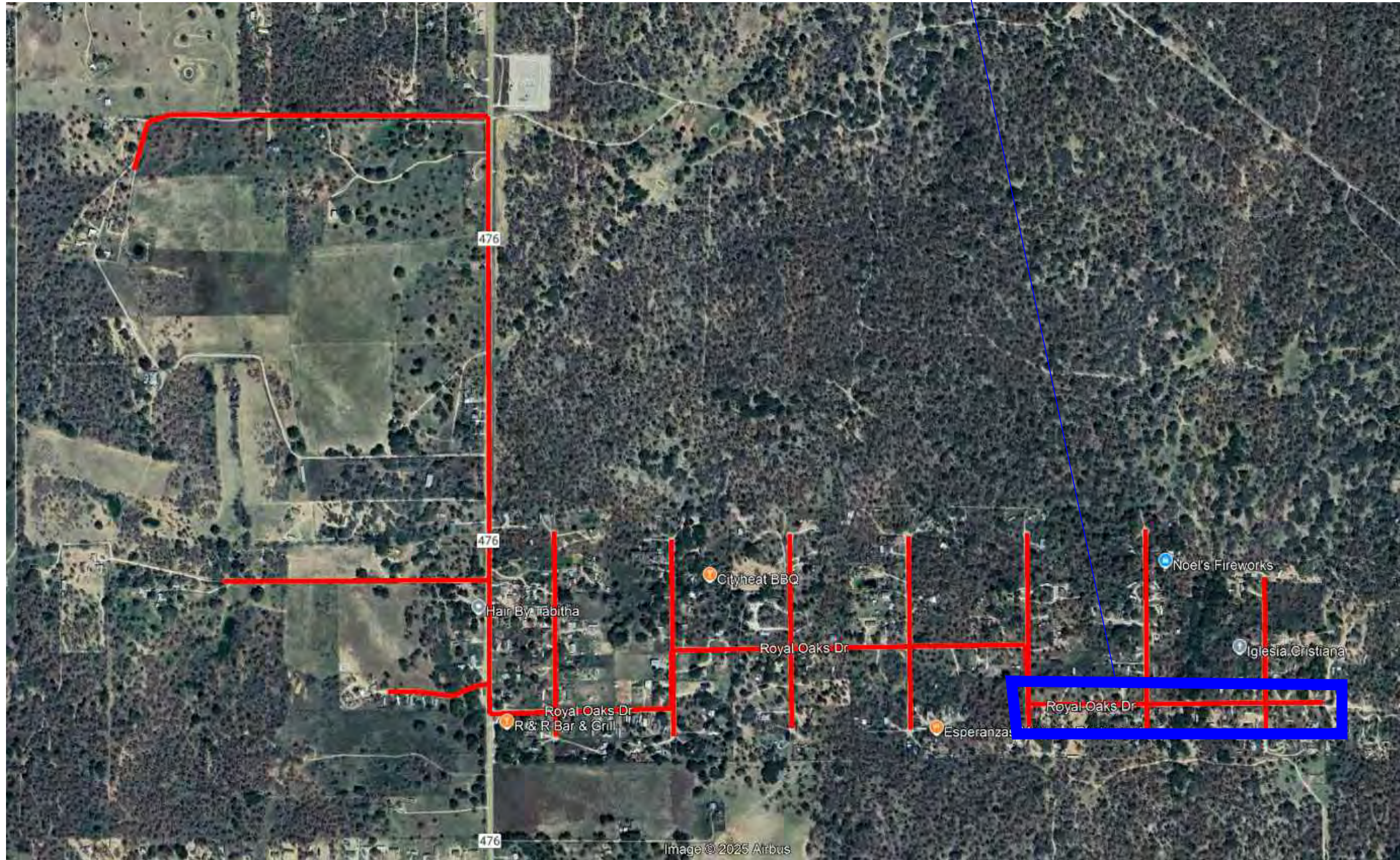
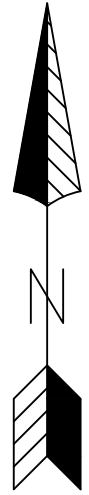
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

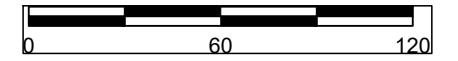
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	EXCH. CODE: 70428
ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905
FILE: ROYAL OAK RD 3-5320502.dwg	PAGE: 1 OF 10



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

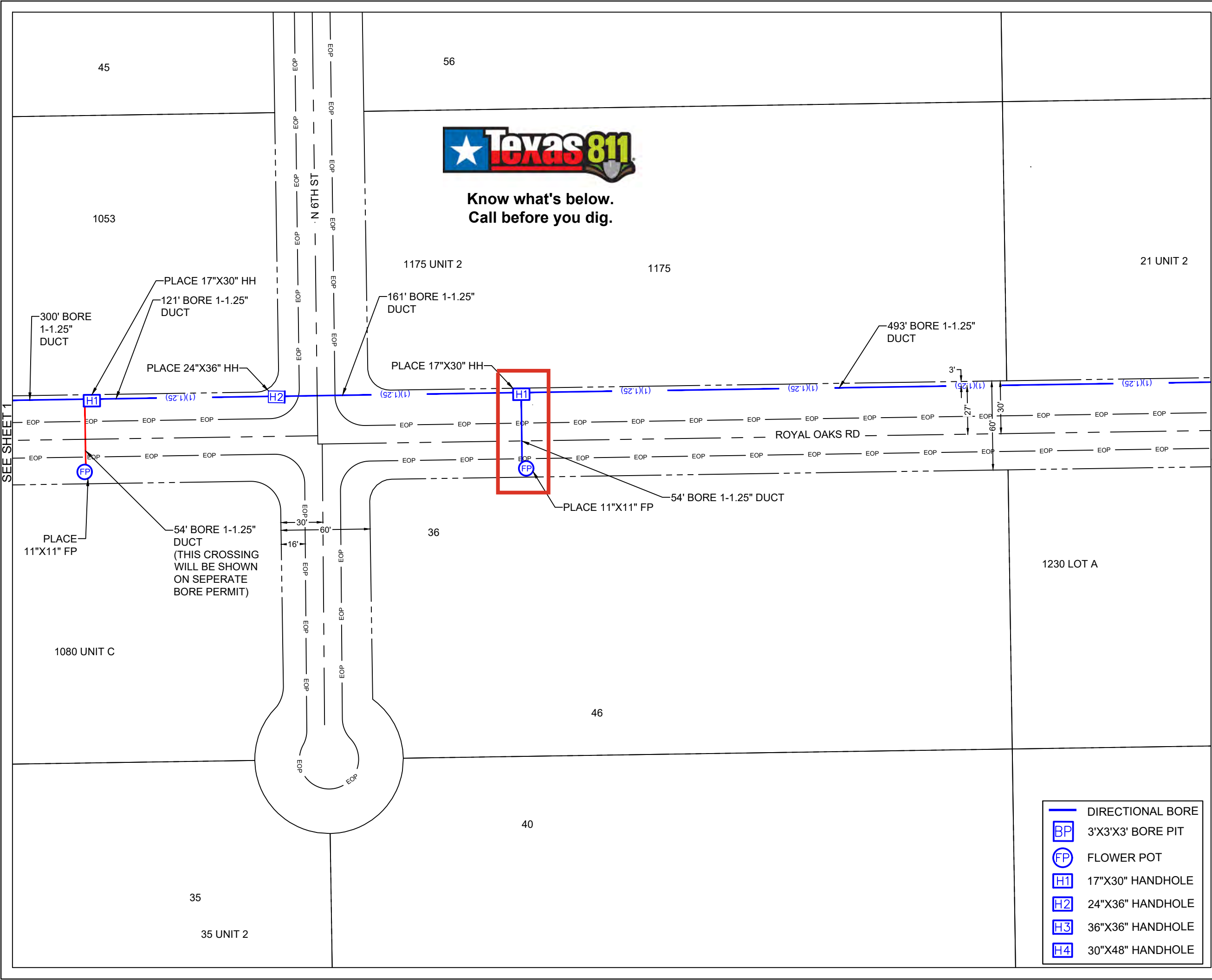
UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
PAGE: 3 OF 10	



LEGEND

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

SEE SHEET 1

SEE SHEET 3

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

650 Royal Oaks Dr. Somerset, TX, 78069 29.15238, -98.67307

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

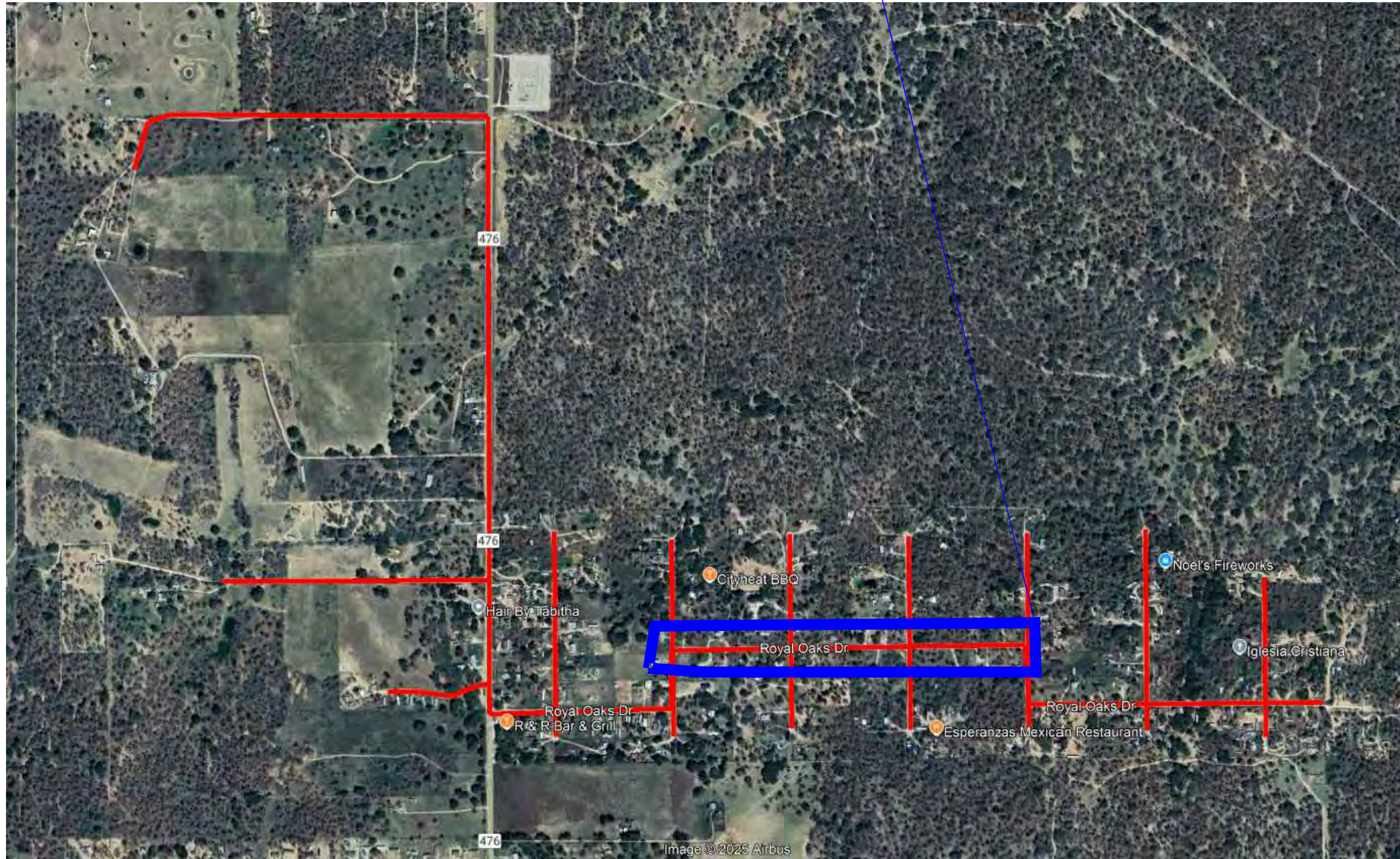
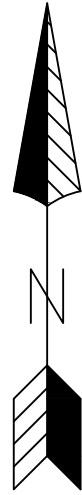
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

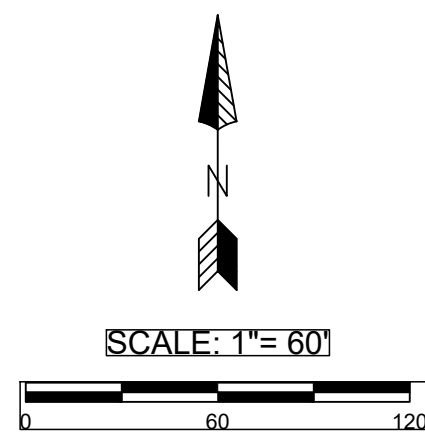


ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 2-5320502.dwg
PAGE: 1 OF 10		



Know what's below.
Call before you dig.



SPECIAL NOTES

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

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

UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION

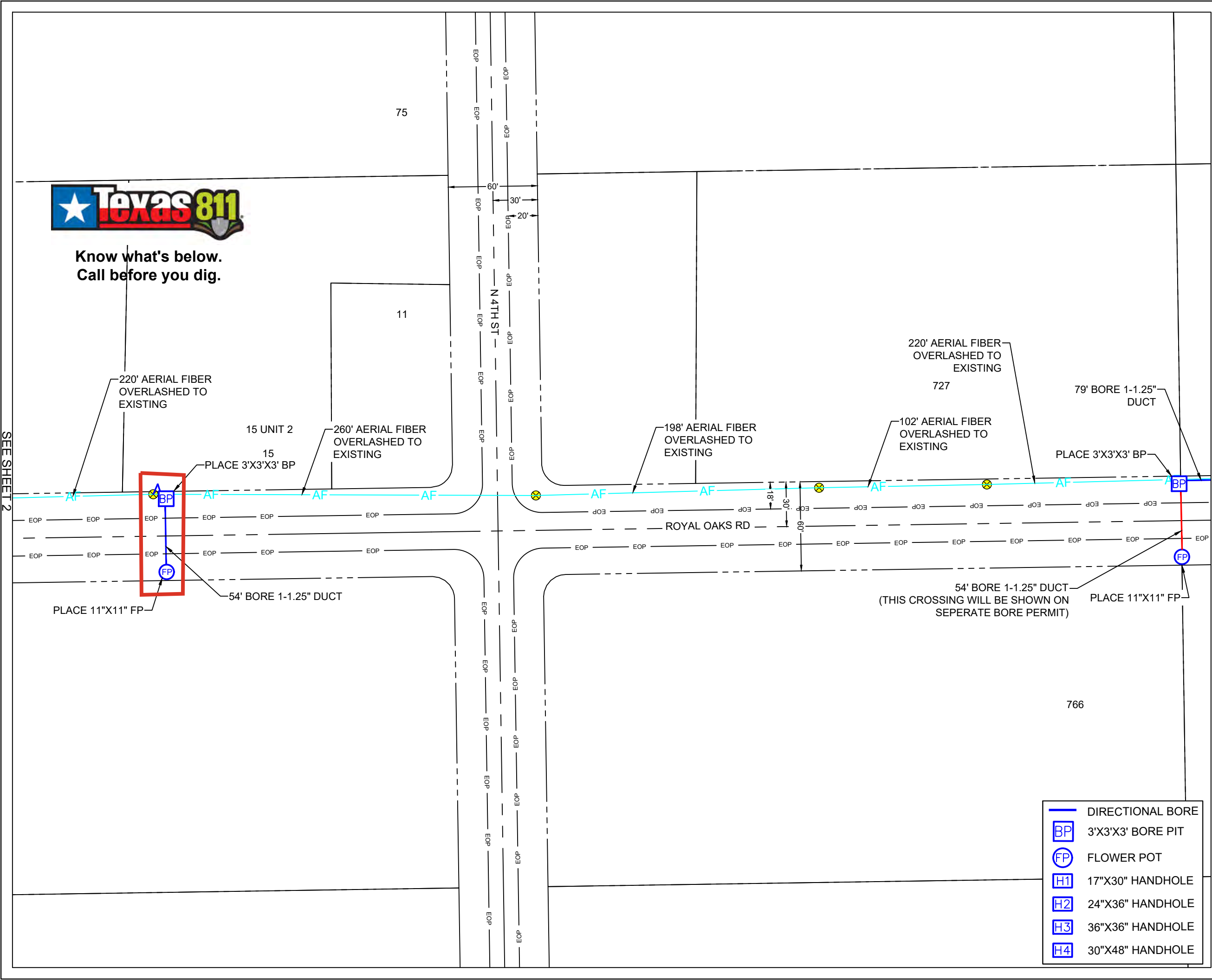


ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352	FILE: ROYAL OAK RD 2-5320502.dwg
PAGE: 4 OF 10		

SEE SHEET 2

SEE SHEET 4



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

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 7th St - CROSS #3

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

121 N 7th St. Somerset, TX, 78069

29.15367, -98.66388

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

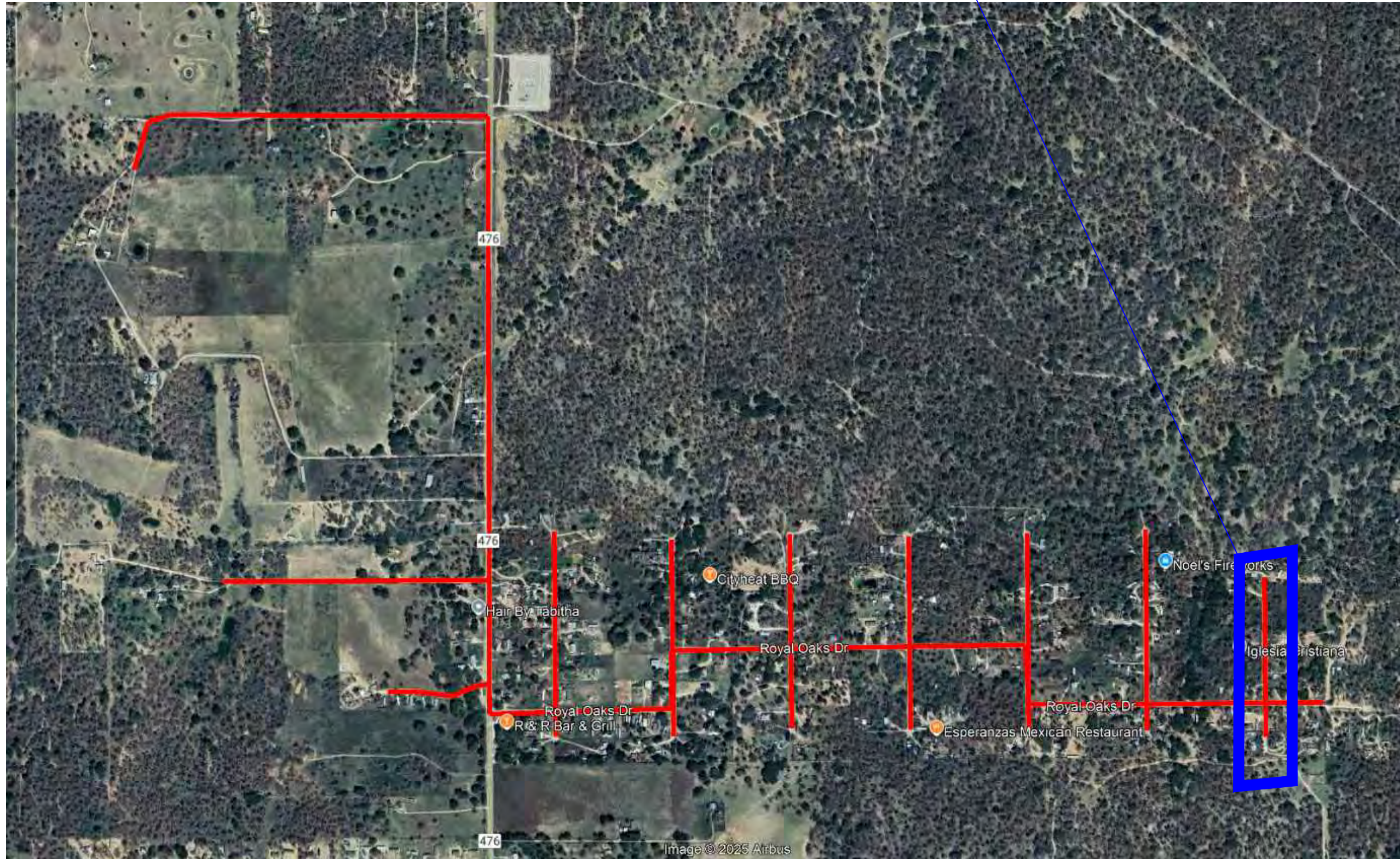
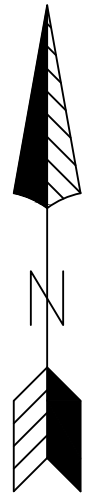
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

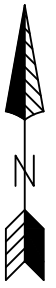


ATASCOSA COUNTY
N 7TH ST - 5320502

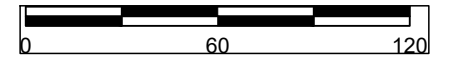
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 7TH ST-5320502.dwg
	PAGE: 1 OF 9	



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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UNITS / ACCT CODES



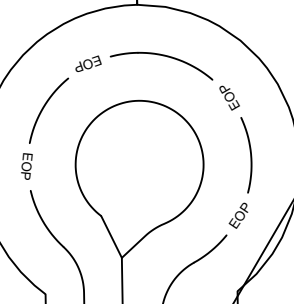
**ATASCOSA COUNTY
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EXCH. CODE: 70428	CNTY: ATASCOSA
FILE: N 7TH ST-5320502.dwg	PAGE: 4 OF 9

FUTURE LOT

182

54' BORE 1-1.25" DUCT



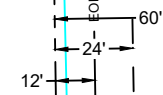
END PROJECT N 7TH ST
29.153627°, -98.663766°
PLACE 11"X11" FP

121

220' AERIAL FIBER
OVERLASHED TO
EXISTING

N 7TH ST

FUTURE LOT



105

249' AERIAL FIBER
OVERLASHED TO
EXISTING

FUTURE LOT

87

142

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

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 6th St - CROSS #3

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

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III.

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IV.

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VI.

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

95 N 6th St. Somerset, TX, 78069

29.15238, -98.66674

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

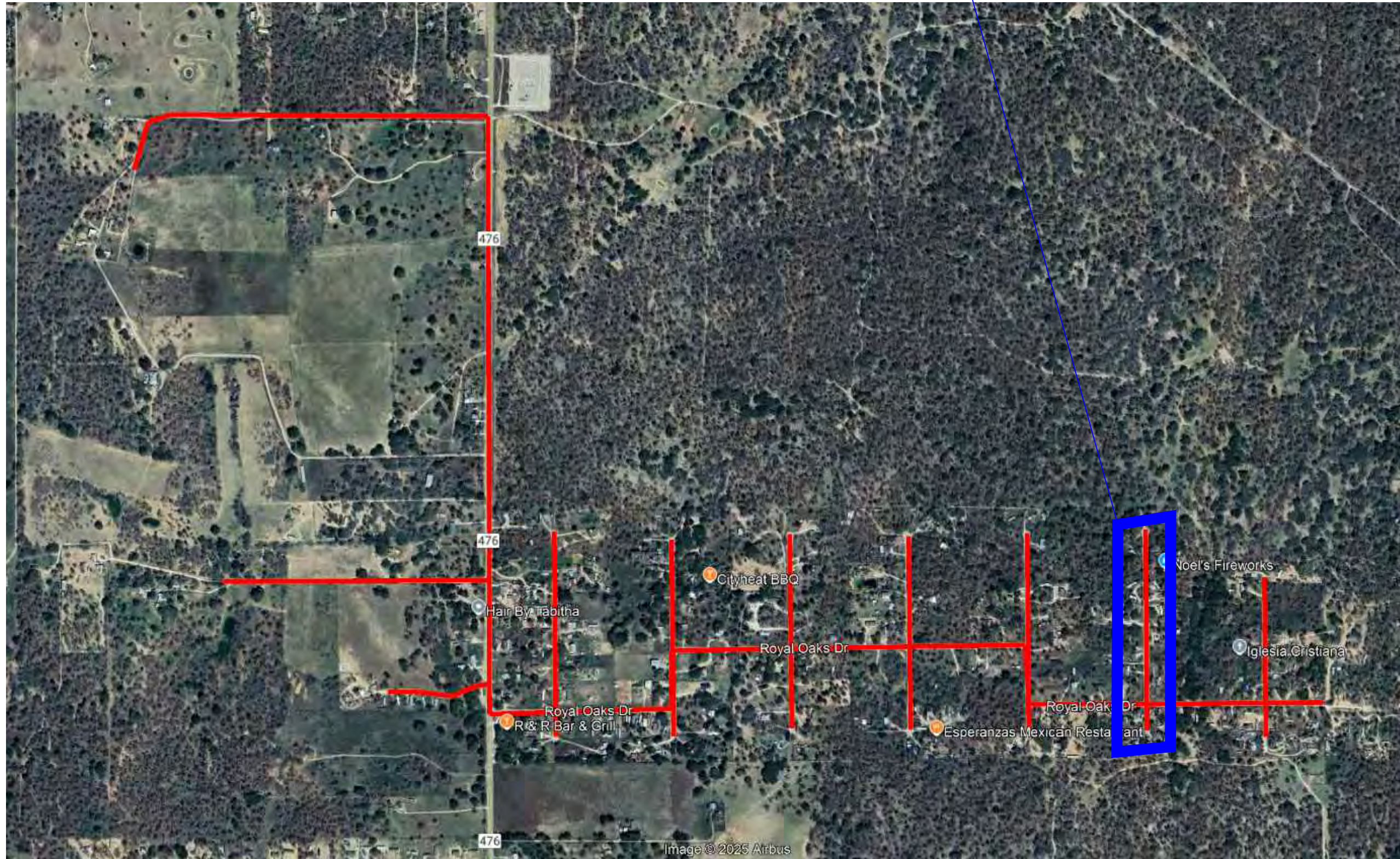
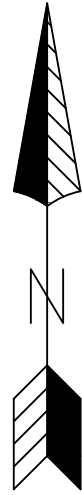
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 6TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
		PAGE: 1 OF 9

SEE SHEET 3



Know what's below.
Call before you dig.

125

274' BORE 1-1.25" DUCT

144

54' BORE 1-1.25" DUCT
(CROSSING SHOWN ON SEPERATE ROAD BORE PERMIT)

PLACE 17"X30" HH

PLACE 11"X11" FP

141' BORE 1-1.25" DUCT

108

54' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

135' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT
(CROSSING SHOWN ON SEPERATE ROAD BORE PERMIT)

PLACE 17"X30" HH

PLACE 11"X11" FP

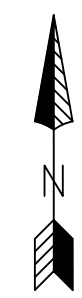
281' BORE 1-1.25" DUCT

56

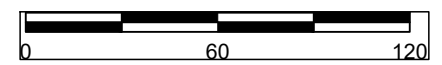
N 6TH ST

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

SEE SHEET 1



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES



ATASCOSA COUNTY
N 6TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	CNTY: ATASCOSA
FILE: N 6TH ST-5320502.dwg	PAGE: 3 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 5th St - CROSS #3

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

67 N 5th St. Somerset, TX, 78069

29.15362, -98.66959

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

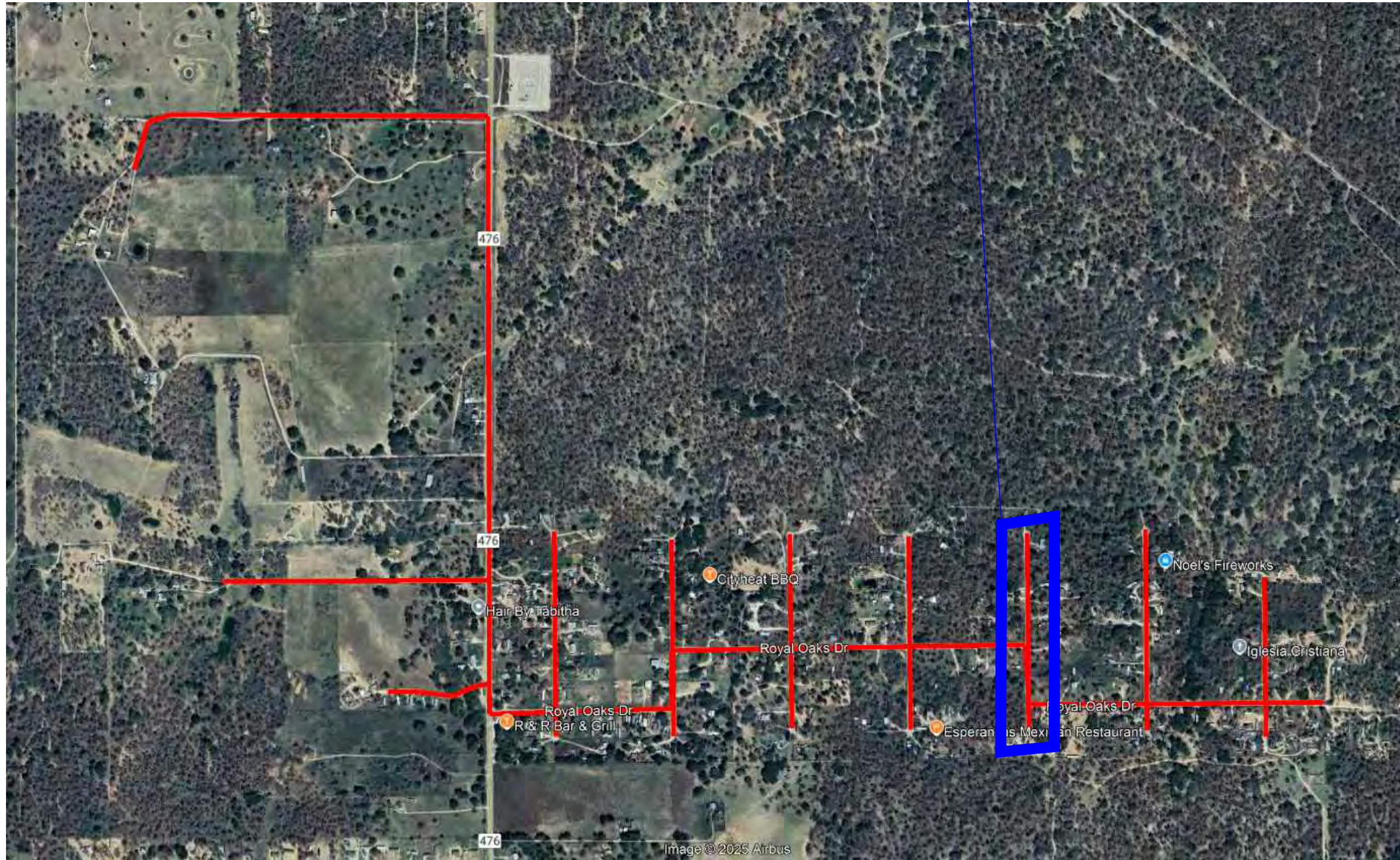
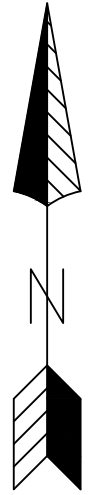
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 5TH ST - 5320502

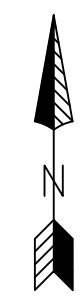
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
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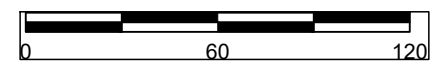
Know what's below.
Call before you dig.

181 # 7

172



SCALE: 1" = 60'



SPECIAL NOTES

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

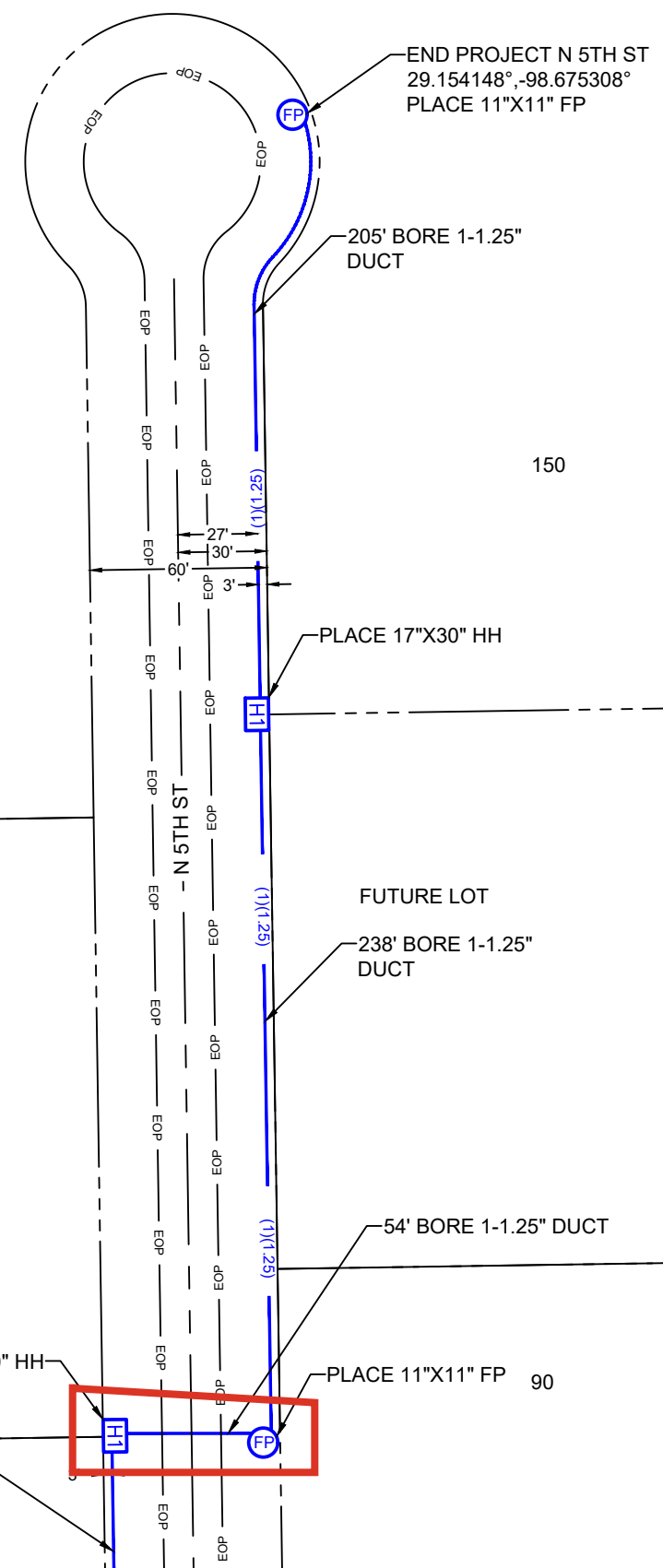
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UNITS / ACCT CODES



**ATASCOSA COUNTY
N 5TH ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF
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PAGE: 4 OF 9	



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

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 3rd St - CROSS #3

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

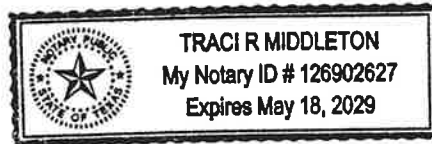
Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

143 N 3rd St. Somerset, TX, 78069 29.15377, -98.67536

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

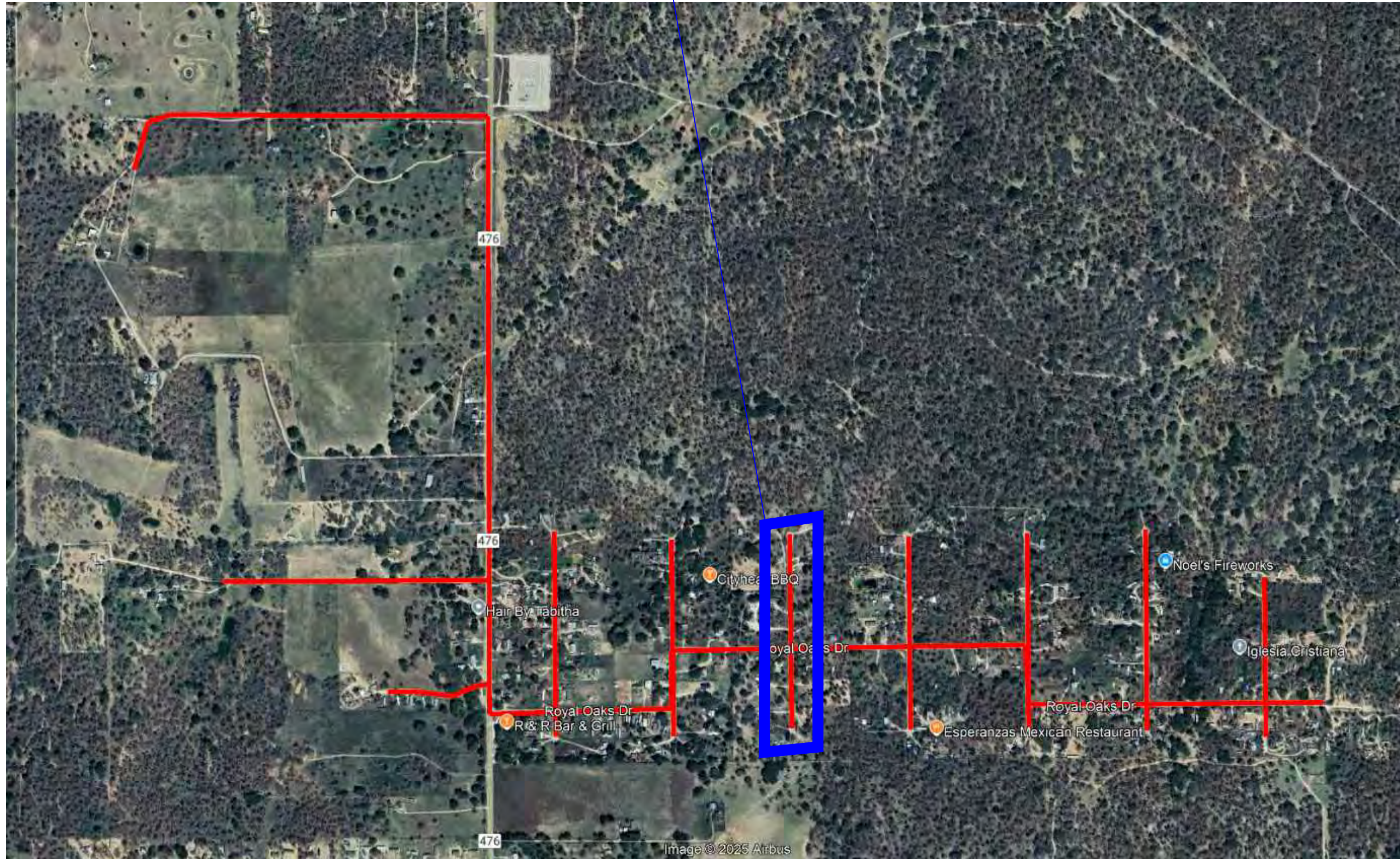
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

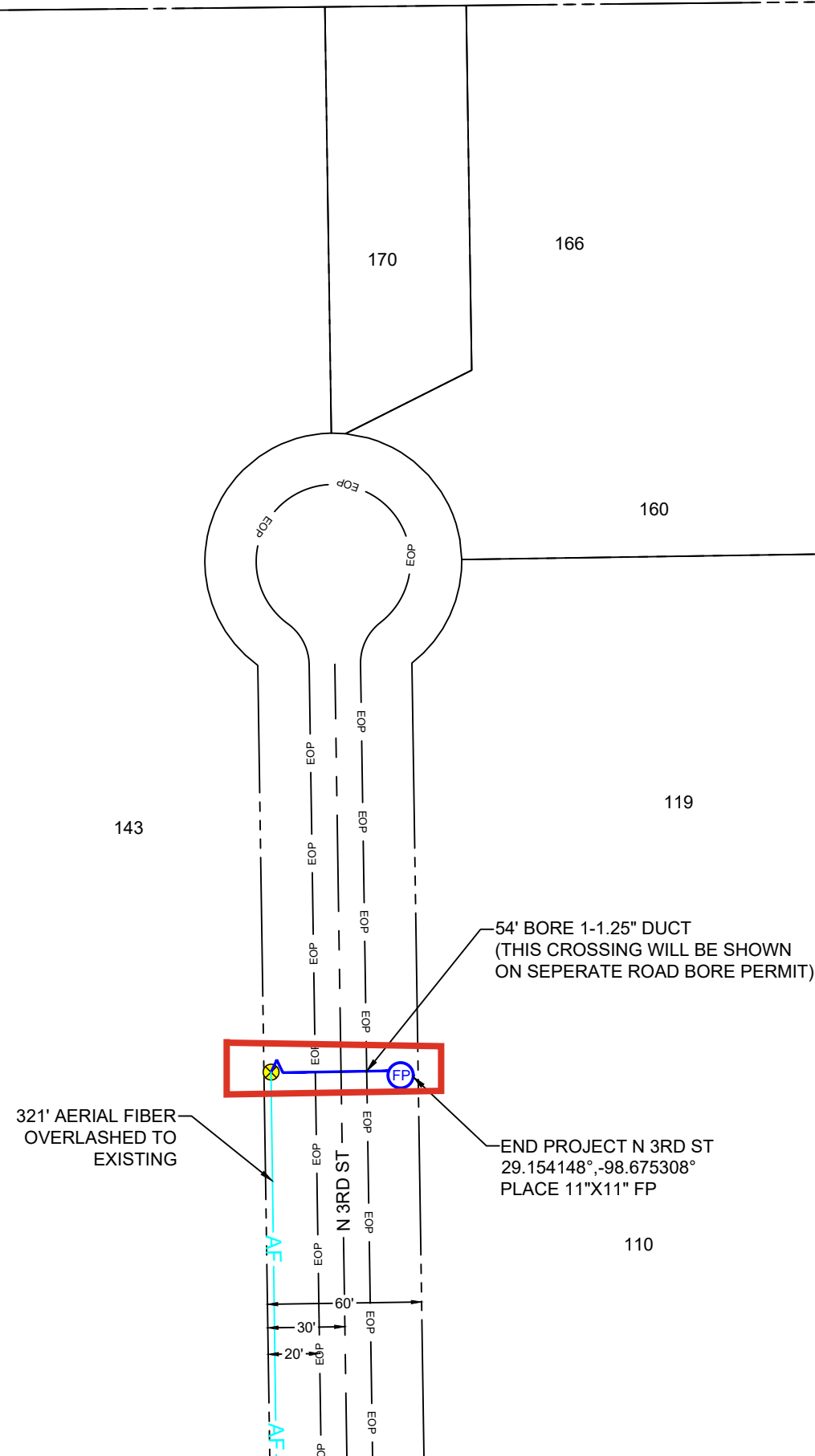


ATASCOSA COUNTY
N 3RD ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 3RD ST-5320502.dwg
		PAGE: 1 OF 9



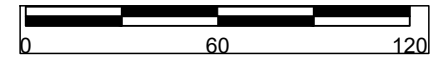
Know what's below.
Call before you dig.



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



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 3RD ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	CNTY: ATASCOSA
FILE: N 3RD ST-5320502.dwg	PAGE: 4 OF 9

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

N 1st St - CROSS #3

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

150 N 1st St. Somerset, TX, 78069 29.15302, -98.68111

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

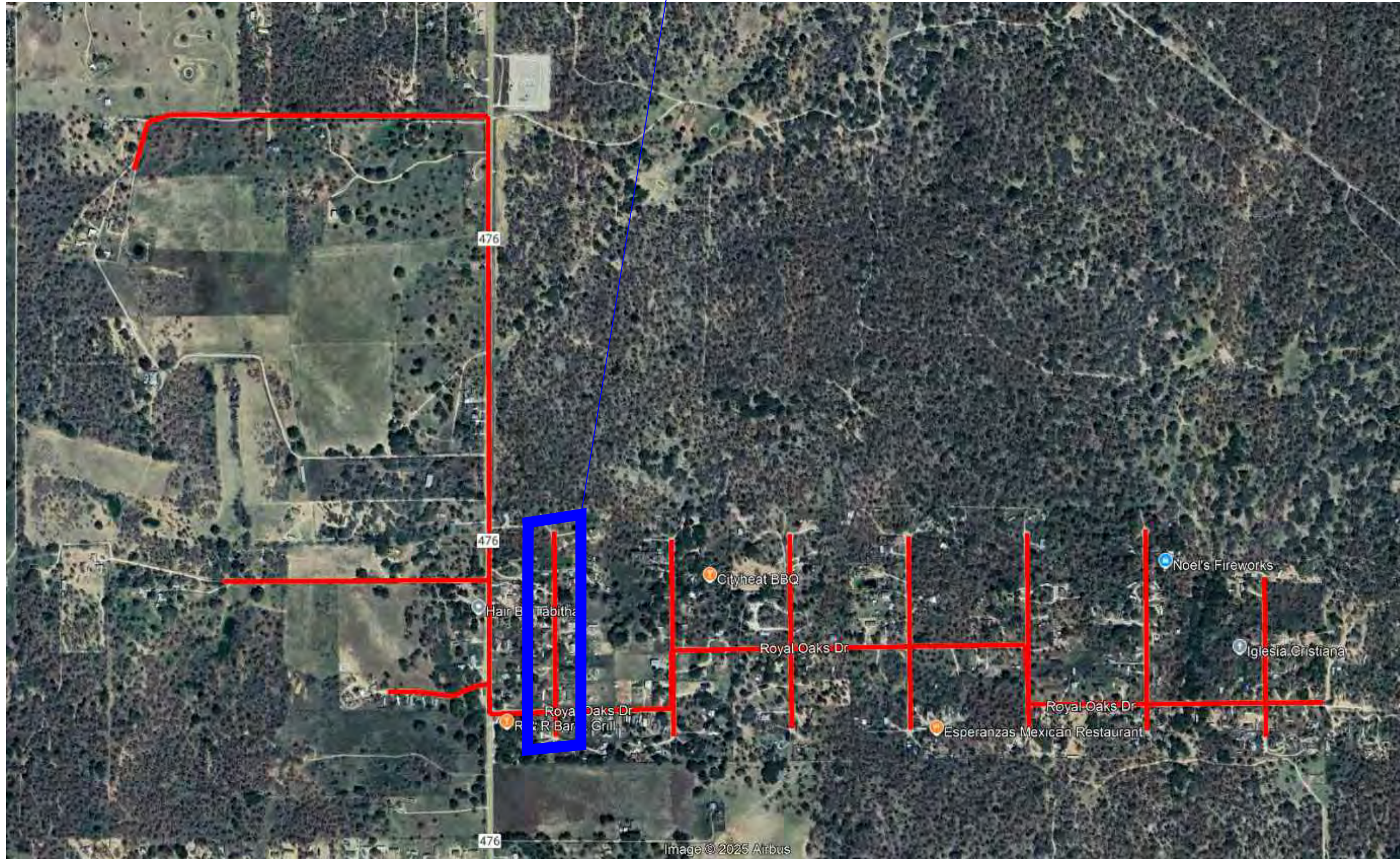
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 1ST ST - 5320502

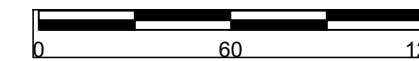
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 1ST ST-5320502.dwg
	PAGE: 1 OF 9	



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

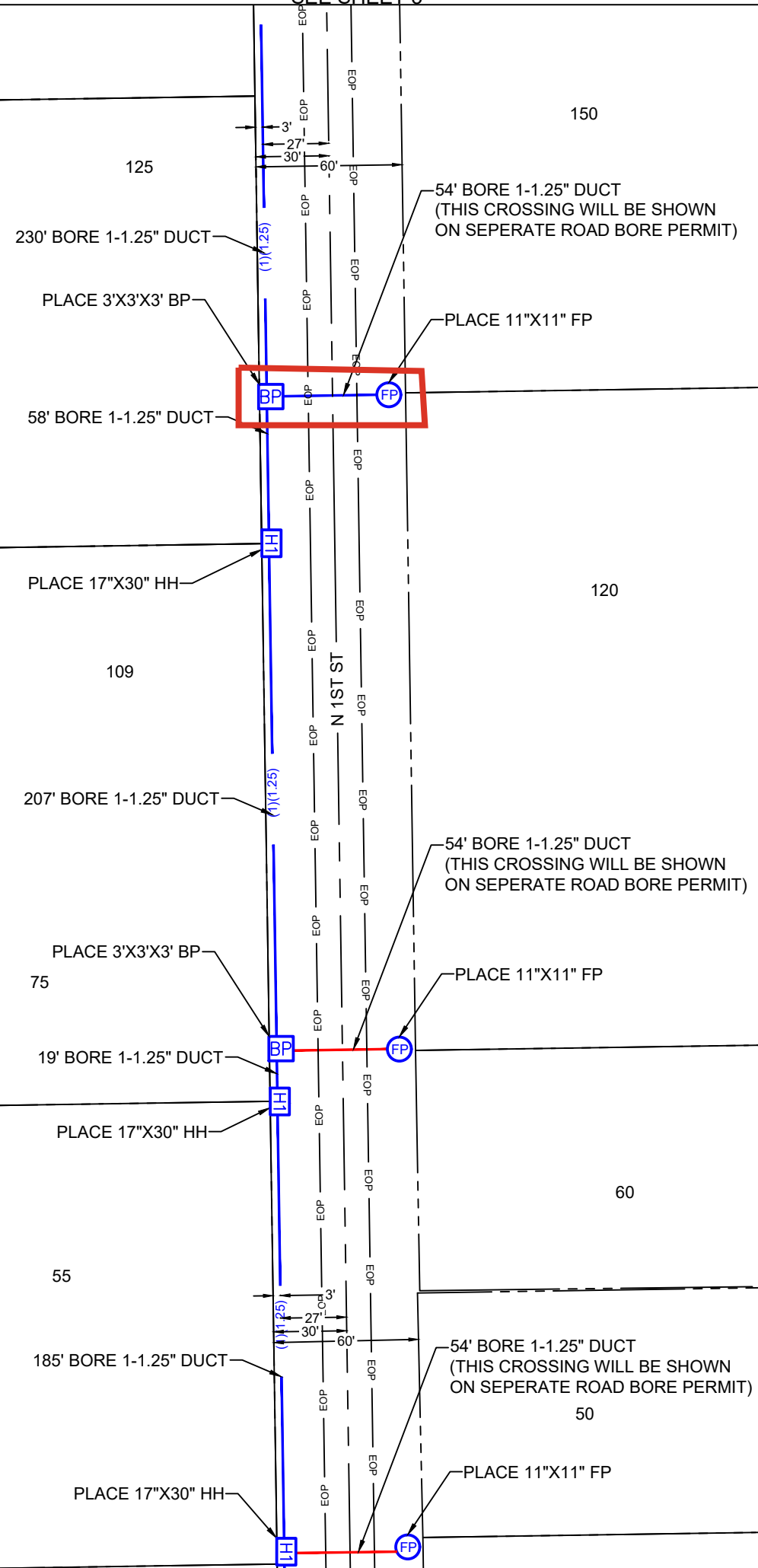
UNITS / ACCT CODES

UNIT / ACCT CODE	DESCRIPTION



ATASCOSA COUNTY N 1ST ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	EXCH. CODE: 70428
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352	FILE: N 1ST ST-5320502.dwg
		PAGE: 3 OF 9



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

SEE SHEET 3

SEE SHEET 1

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

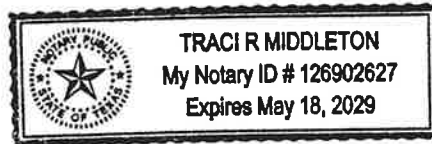
Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

\$500 for bore crossing application.

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

1075 Royal Oaks Dr. Somerset, TX, 78069 29.15116, -98.66722

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

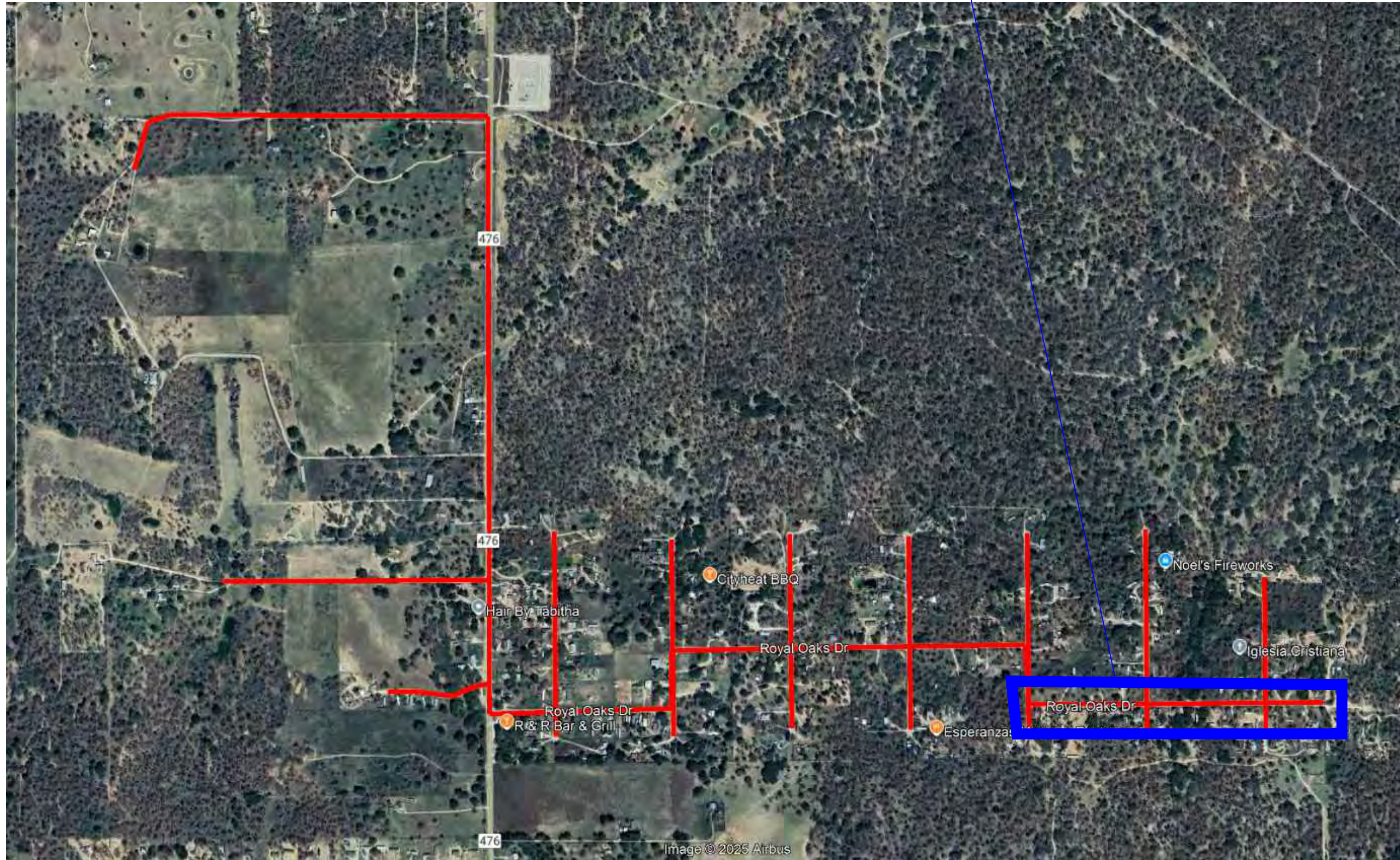
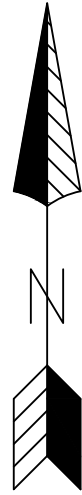
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	EXCH. CODE: 70428
SCALE: 1:60	PHONE: 325-944-9905	CNTY: ATASCOSA
		FILE: ROYAL OAK RD 3-5320502.dwg
		PAGE: 1 OF 10

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025, A.D.

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



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

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

\$500 for bore crossing application.

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603 Royal Oaks Dr. Somerset, TX, 78069 29.15237, -98.67478

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

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

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

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

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

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

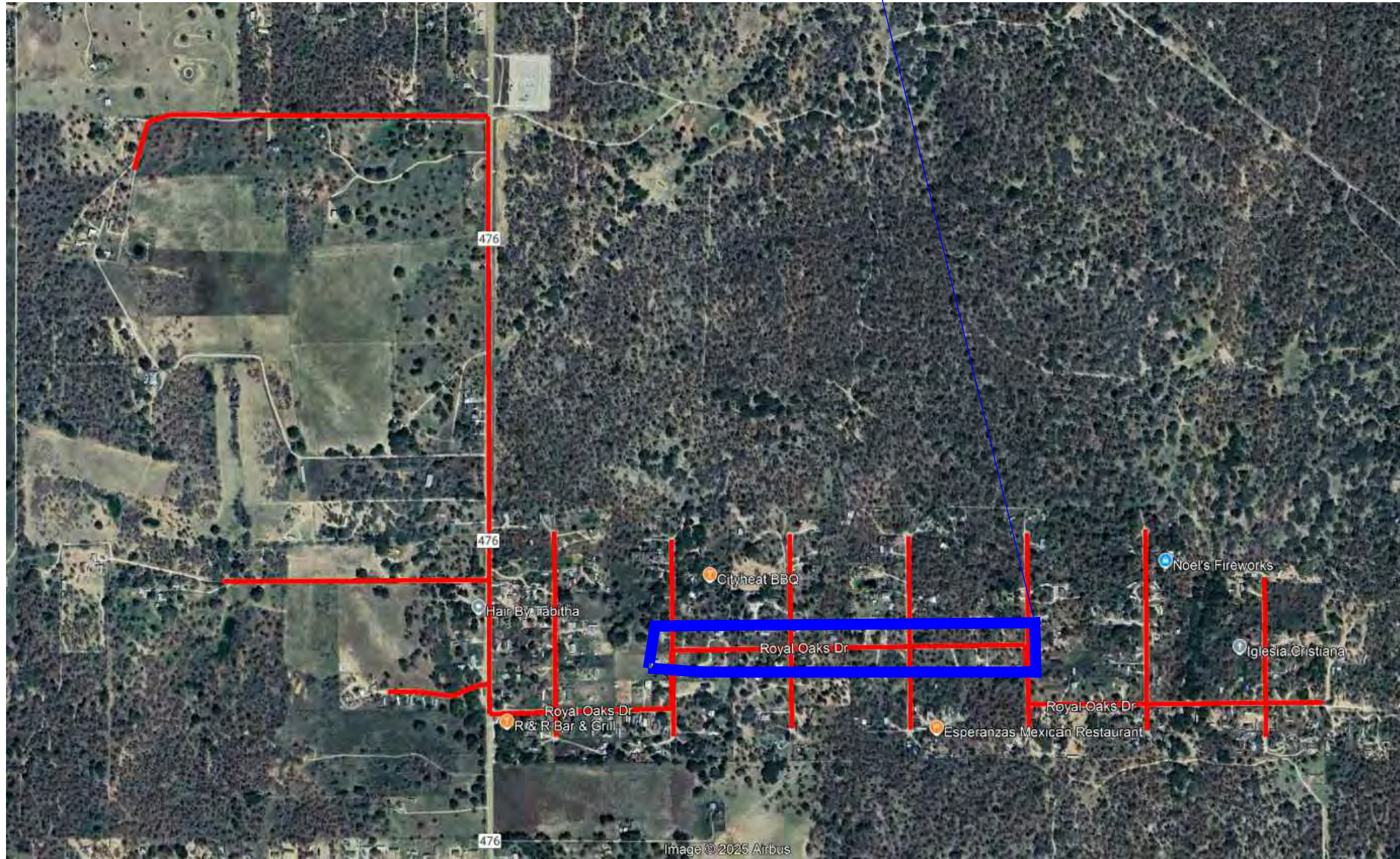
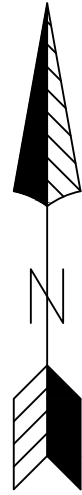
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 2-5320502.dwg
	PAGE: 1 OF 10	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 7th St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

21 N 7th St. Somerset, TX, 78069

29.15123, -98.66381

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

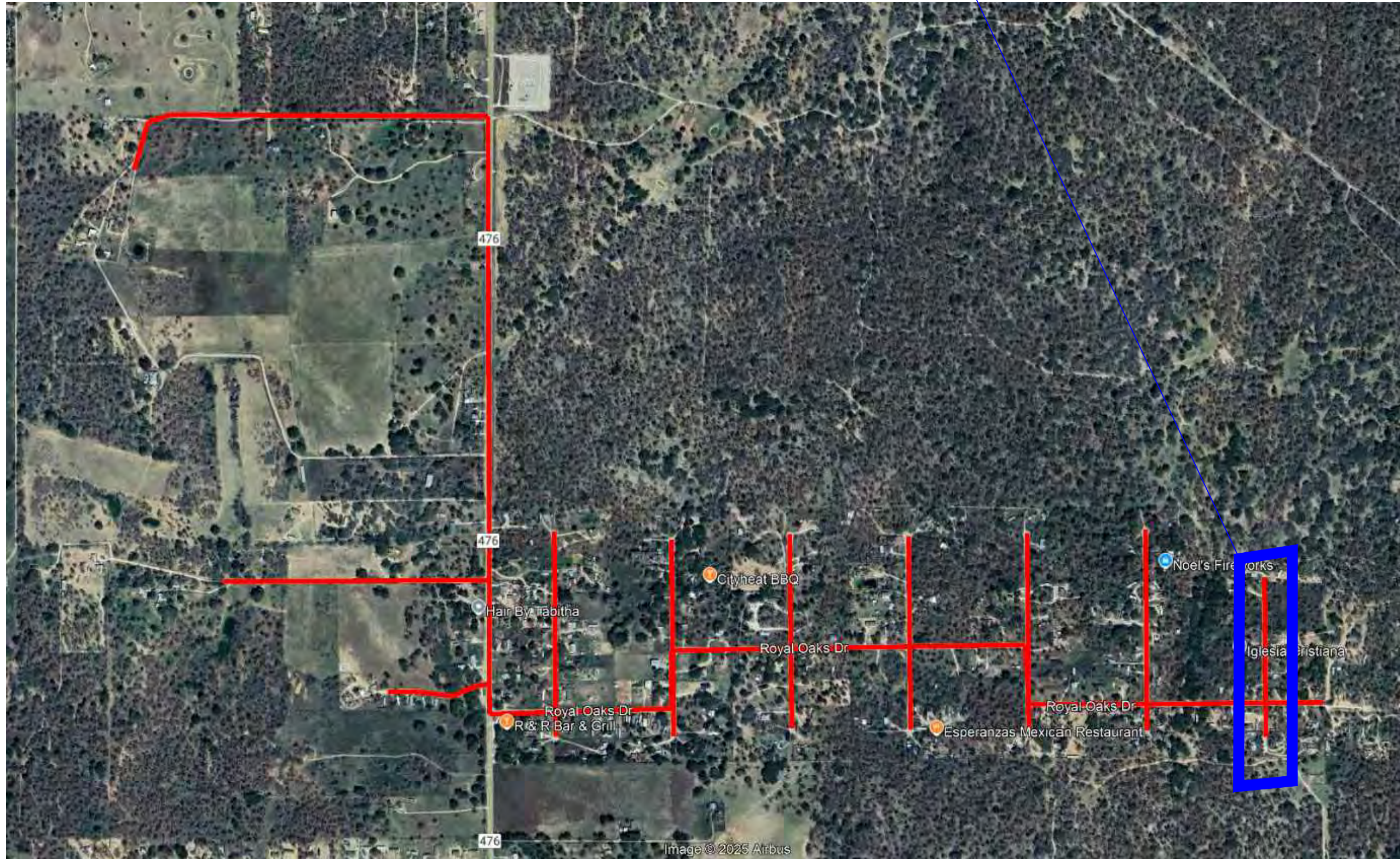
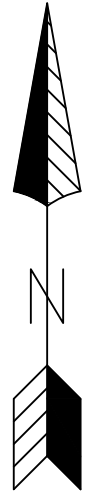
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 7TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 7TH ST-5320502.dwg
	PAGE: 1 OF 9	

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Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

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PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

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AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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N 6th St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

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The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

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V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

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IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

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IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

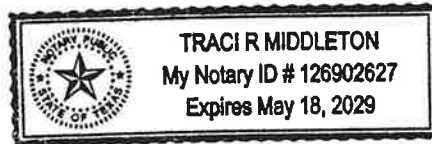
Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

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45 N 6th St. Somerset, TX, 78069 29.15199, -98.66673

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Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

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2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
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6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

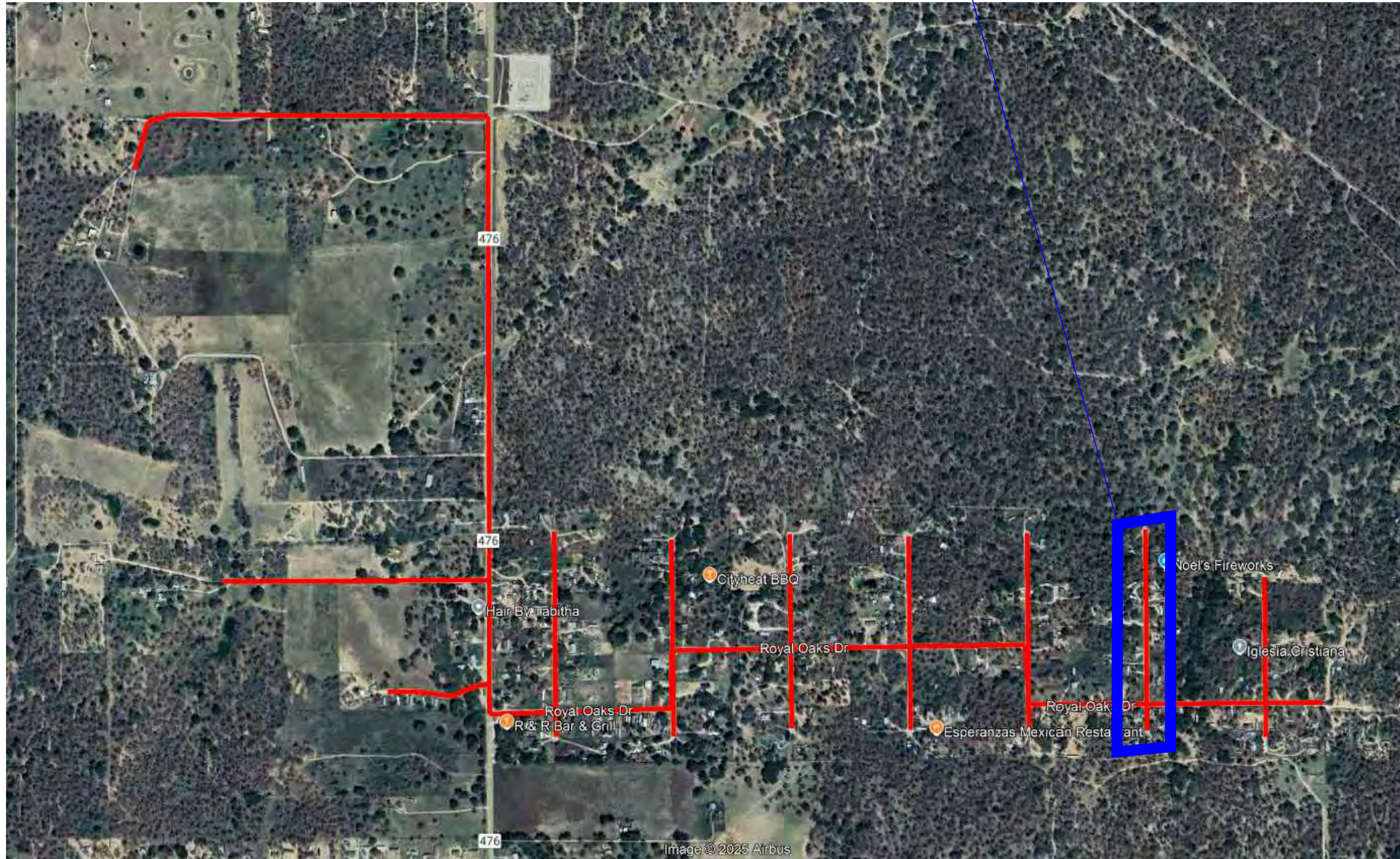
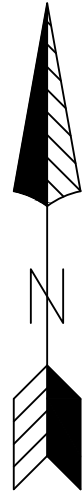
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 6TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
	PAGE: 1 OF 9	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

926 Royal Oaks Dr. Somerset, TX, 78069 29.15196, -98.66959

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

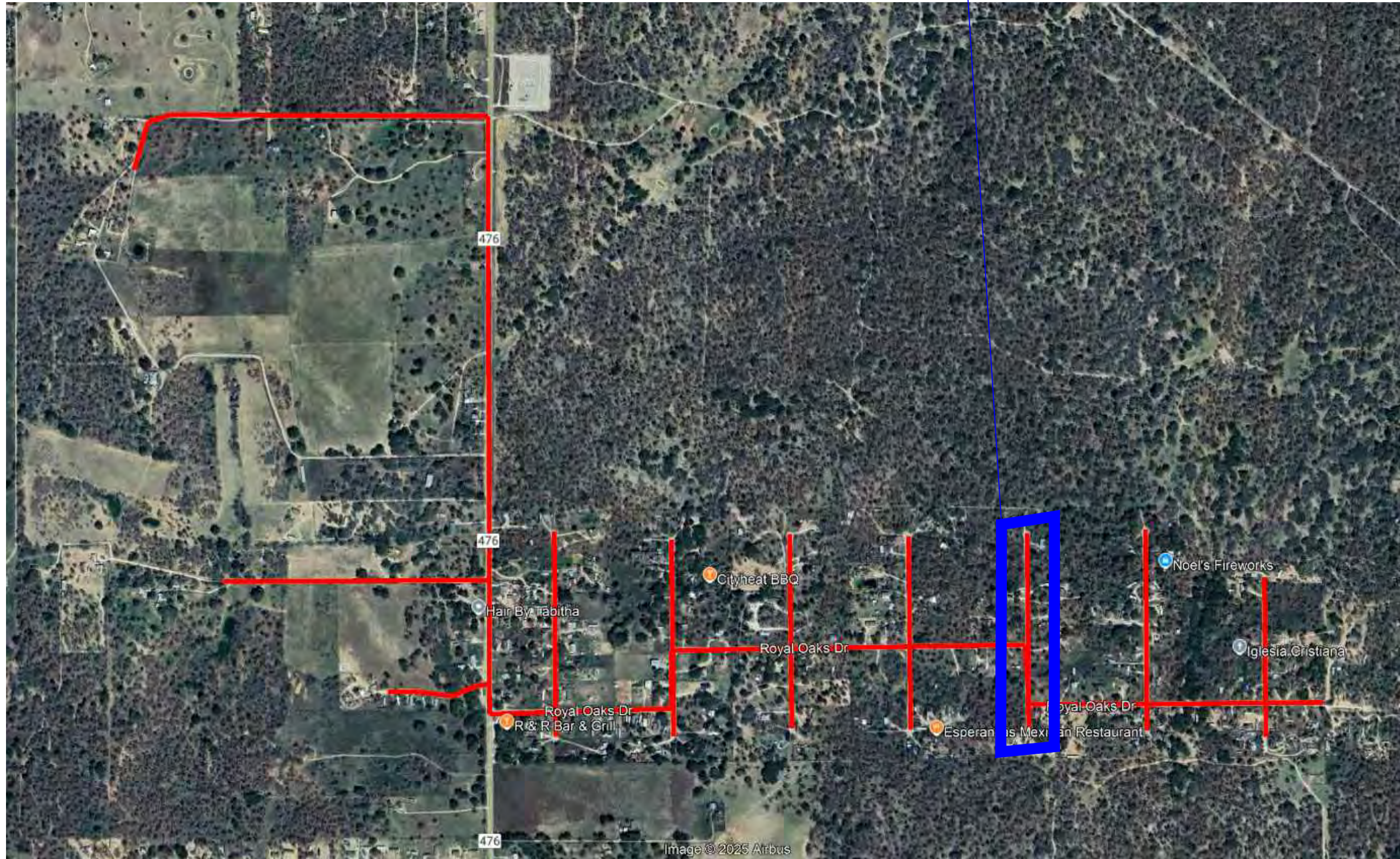
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 5TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
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EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 4th St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

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V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

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IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group _____

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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138 N 4rd St. Somerset, TX, 78069 29.15415, -98.67249

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Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

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6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

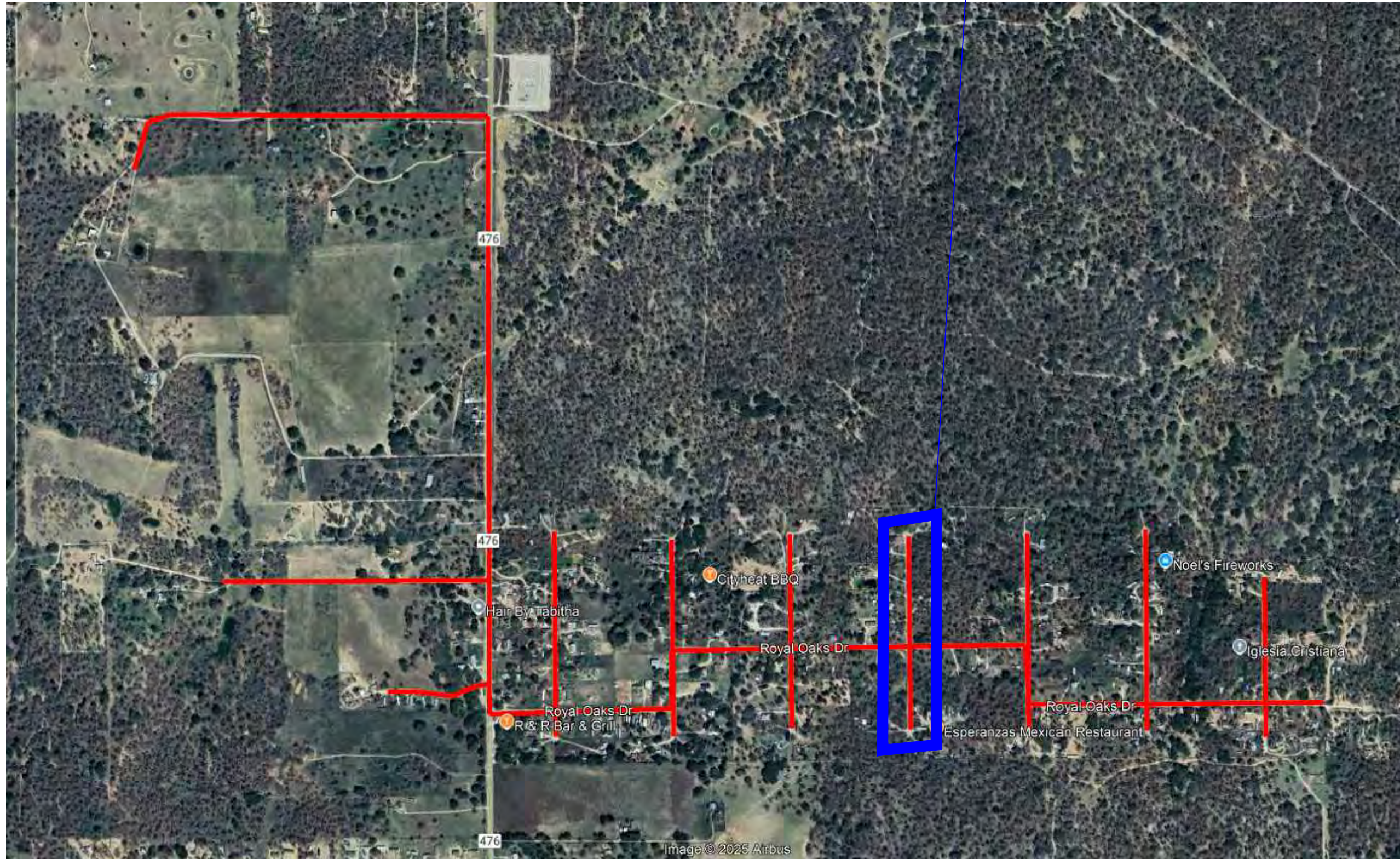
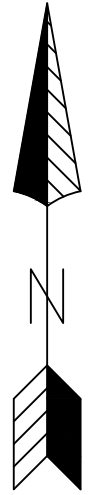
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 4TH ST - 5320502

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INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 3rd St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____
By: _____ Weldon P. Cude, Atascosa County Judge
This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

63 N 3rd St. Somerset, TX, 78069 29.15308, -98.67538

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

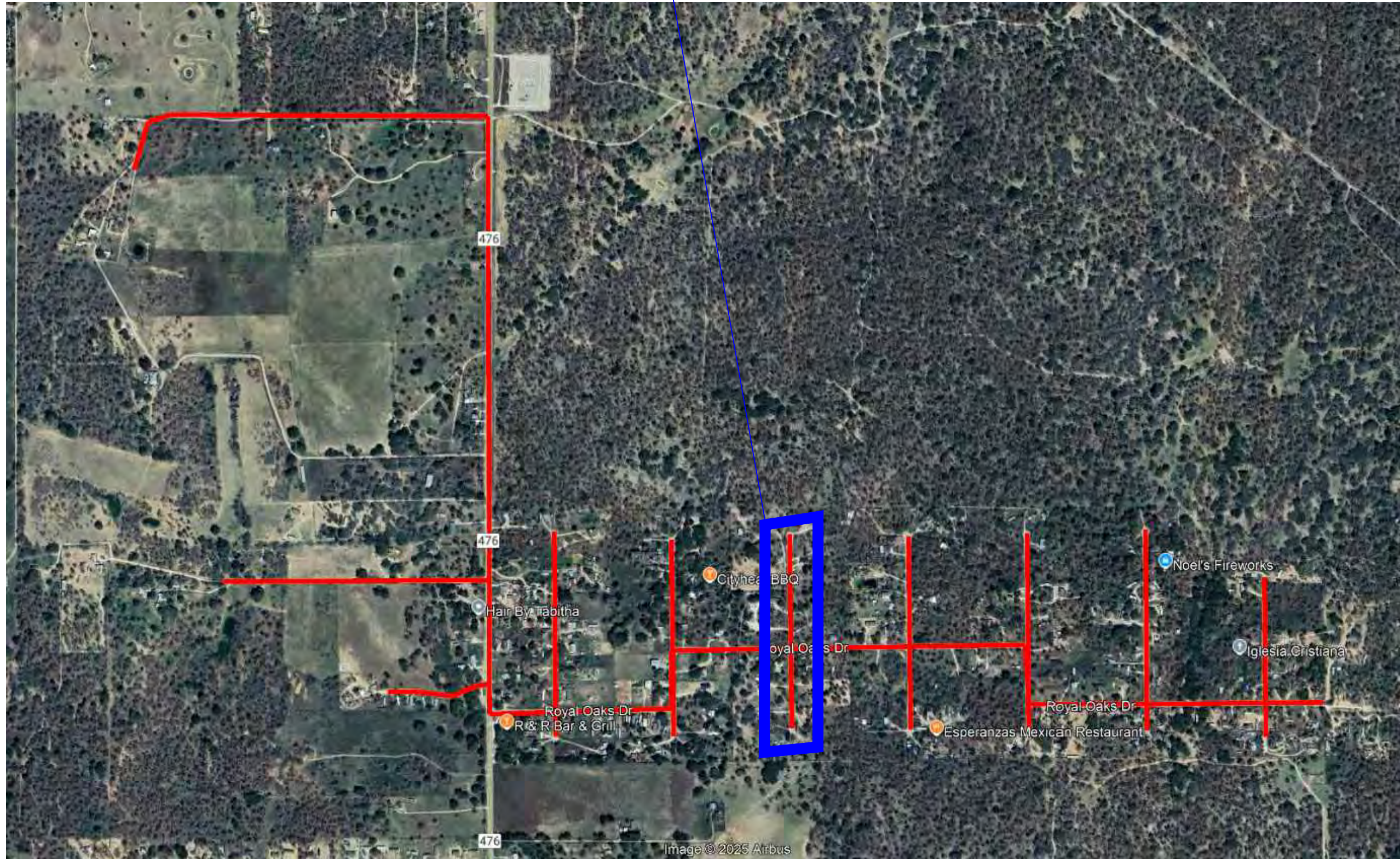
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

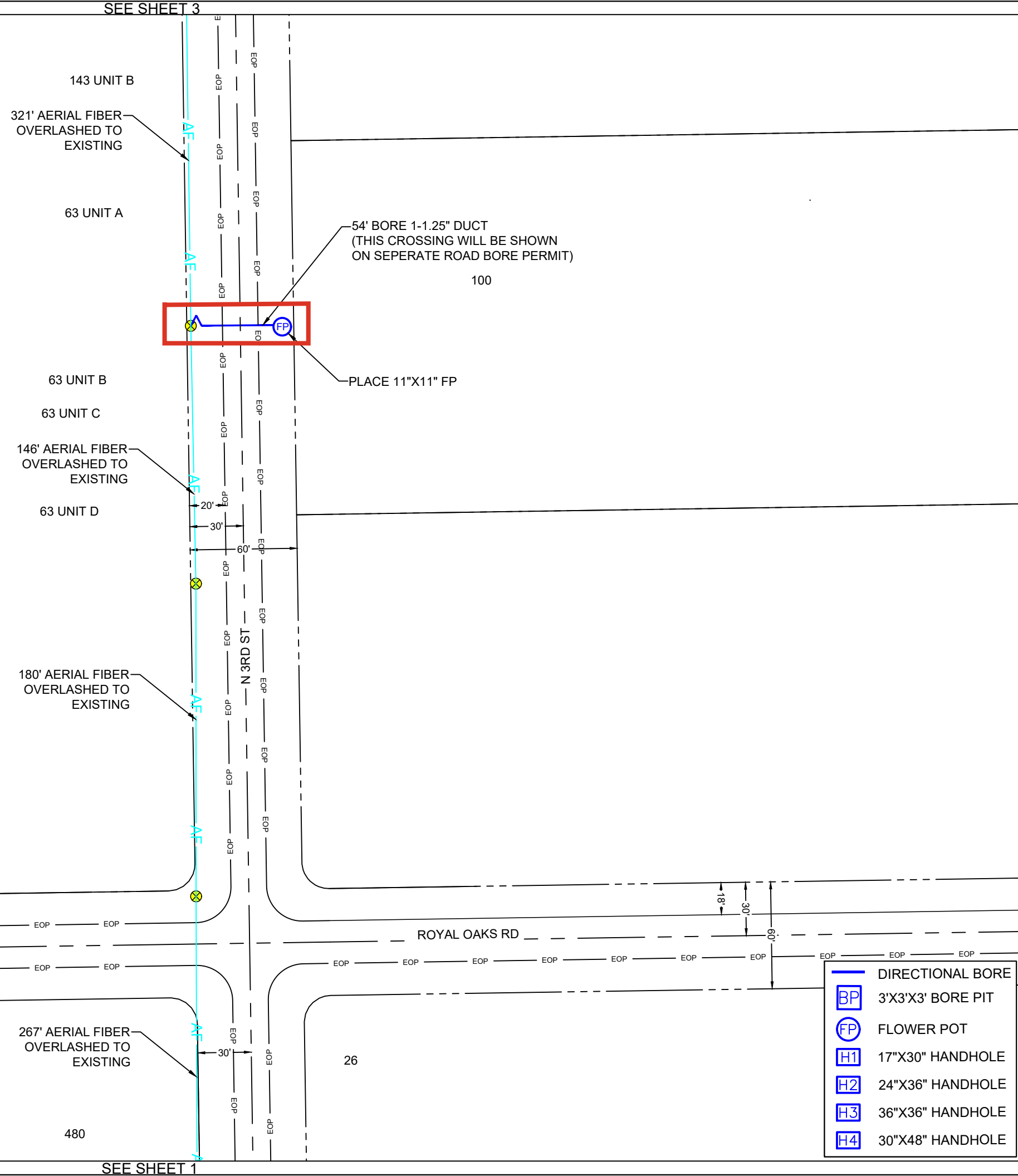


ATASCOSA COUNTY
N 3RD ST - 5320502

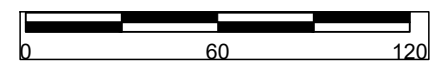
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 3RD ST-5320502.dwg
		PAGE: 1 OF 9



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR .

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 3RD ST - 5320502**

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	
CNTY: ATASCOSA	
FILE: N 3RD ST-5320502.dwg	
PAGE: 3 OF 9	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 2nd St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

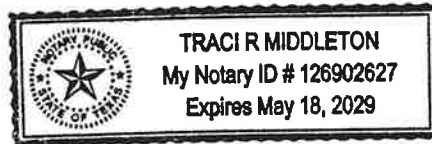
Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

50 N 2nd St. Somerset, TX, 78069 29.15294, -98.67824

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

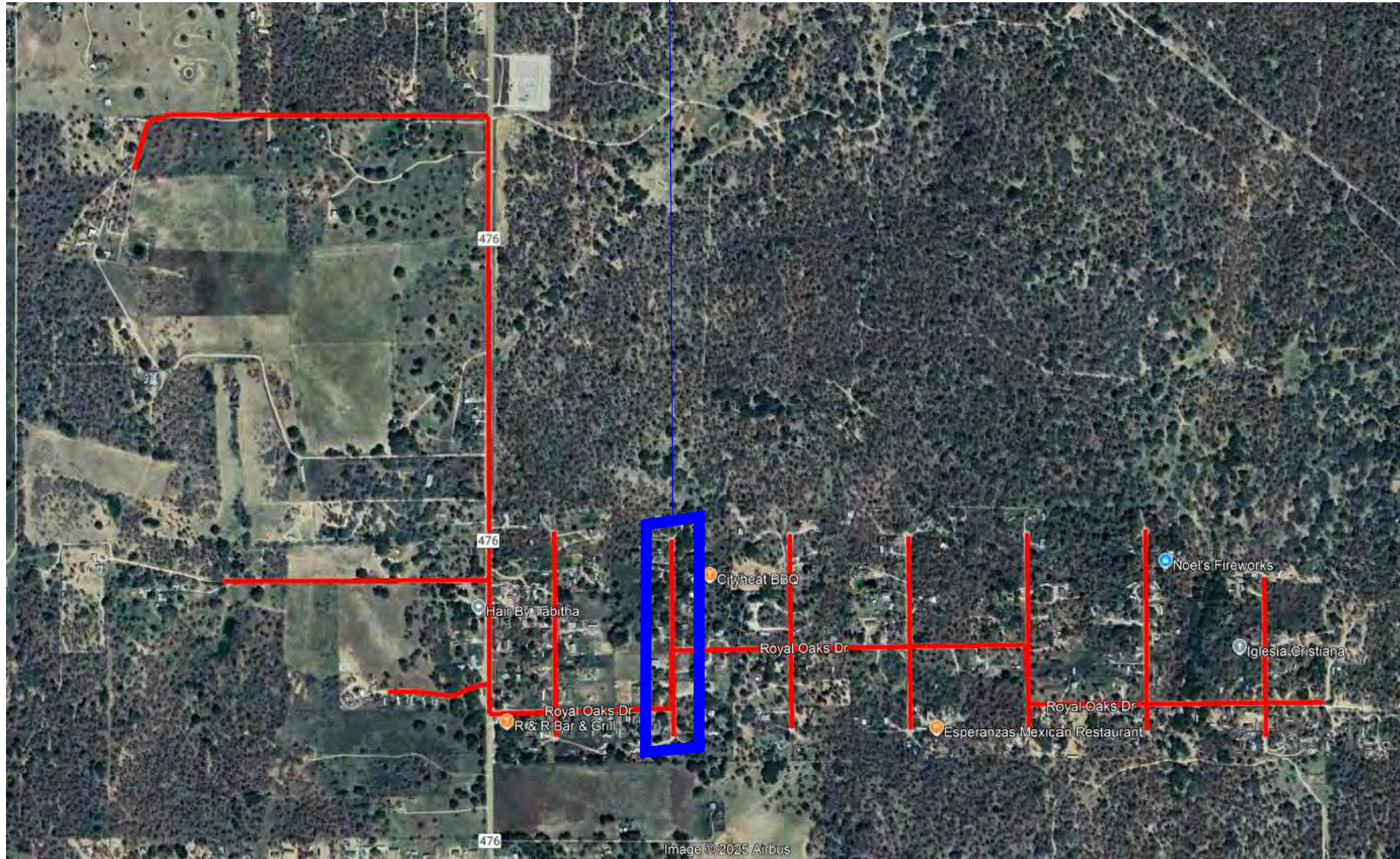
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 2ND ST - 5320502

PROJECT NUMBER:	5320502	C.O. AREA:	JOURDANTON
DRAWN DATE:	9/12/2025	EXCH. CODE:	70428
ENGR:	JEFF GOFF	CNTY:	ATASCOSA
SCALE:	1:60	FILE:	N 2ND ST-5320502.dwg
PHONE:	325-944-9905	PAGE:	1 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 1st St - CROSS #2

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

194 N 1st St. Somerset, TX, 78069 29.15369, -98.68111

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

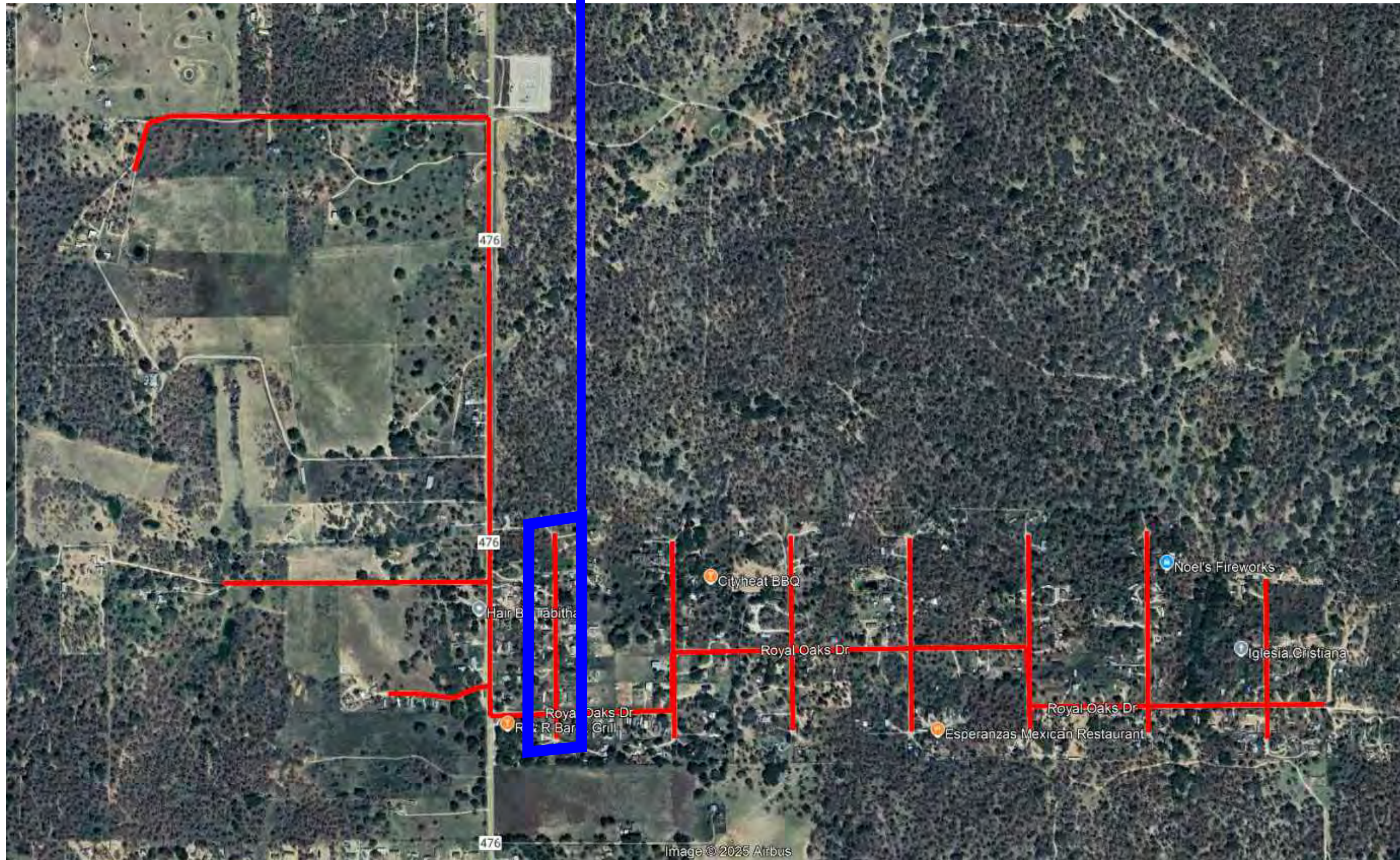
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY N 1ST ST - 5320502

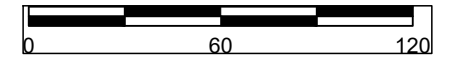
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/12/2025	EXCH. CODE: 70428
ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905
FILE: N 1ST ST-5320502.dwg	PAGE: 1 OF 9



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

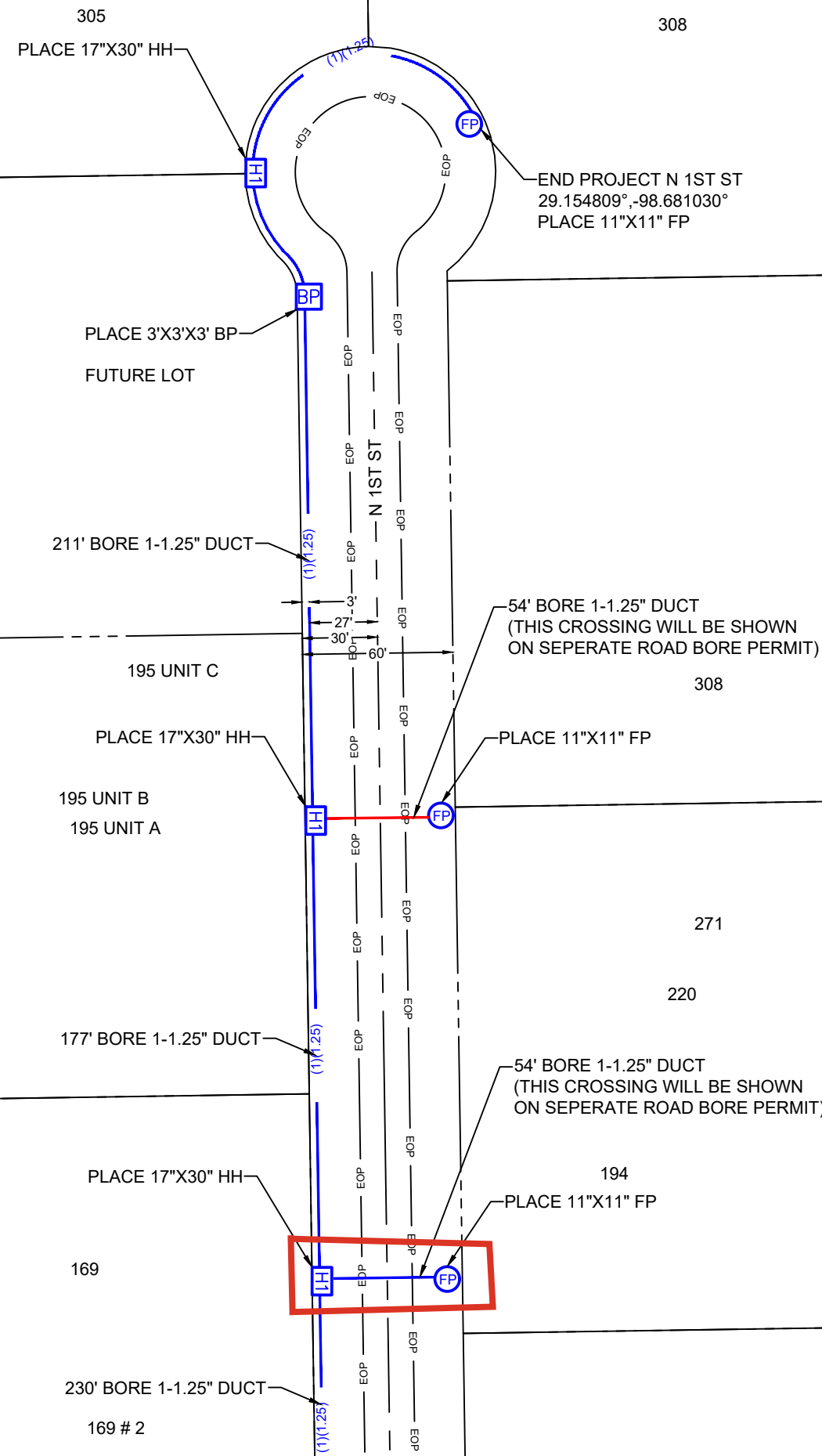
UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 1ST ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	EXCH. CODE: 70428
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352	FILE: N 1ST ST-5320502.dwg
		PAGE: 4 OF 9



- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

1091 Royal Oaks Dr. Somerset, TX, 78069 29.15115, -98.66813

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

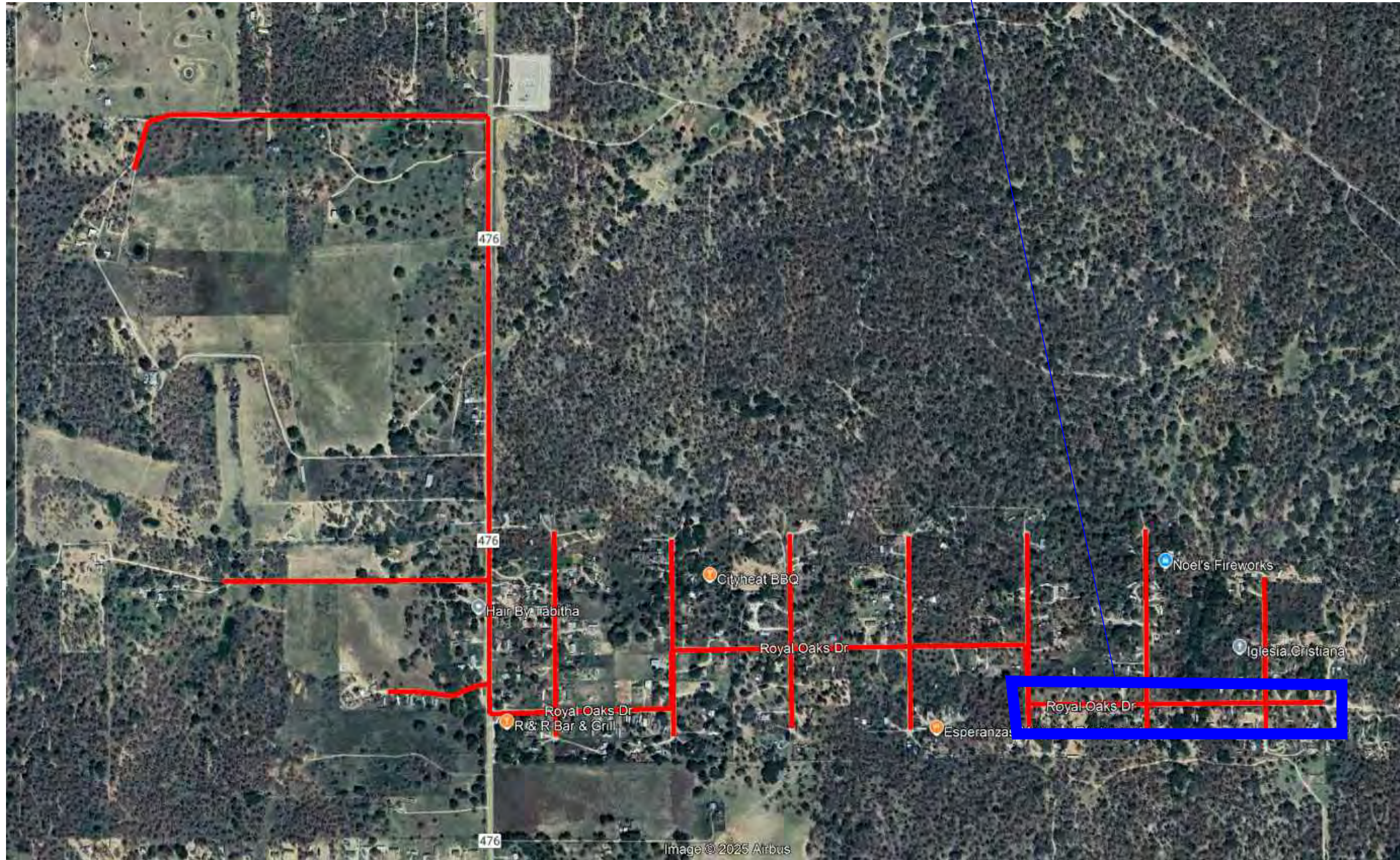
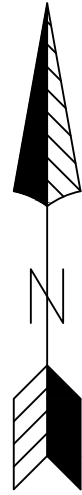
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 3-5320502.dwg
PAGE: 1 OF 10		

790

1087

893



Know what's below.
Call before you dig.

START PROJECT ON ROYAL OAKS RD
AT PROPOSED 3'X3'X3' BP
29.151168°, -98.669459°

1091

1075

940

15

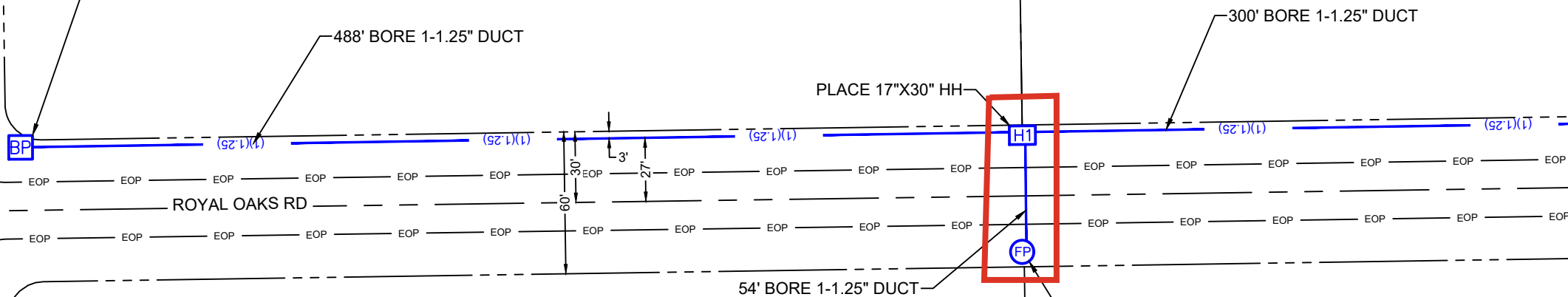
50

N 5TH ST

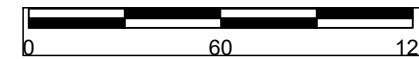
ROYAL OAKS RD

36

48



SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES



ATASCOSA COUNTY ROYAL OAKS RD 3 - 5320502

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
EXCH. CODE: 70428	FILE: ROYAL OAK RD 3-5320502.dwg
PAGE: 2 OF 10	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

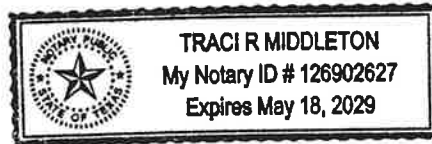
Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

201 Royal Oaks Dr. Somerset, TX, 78069 29.15234, -98.67643

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
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3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

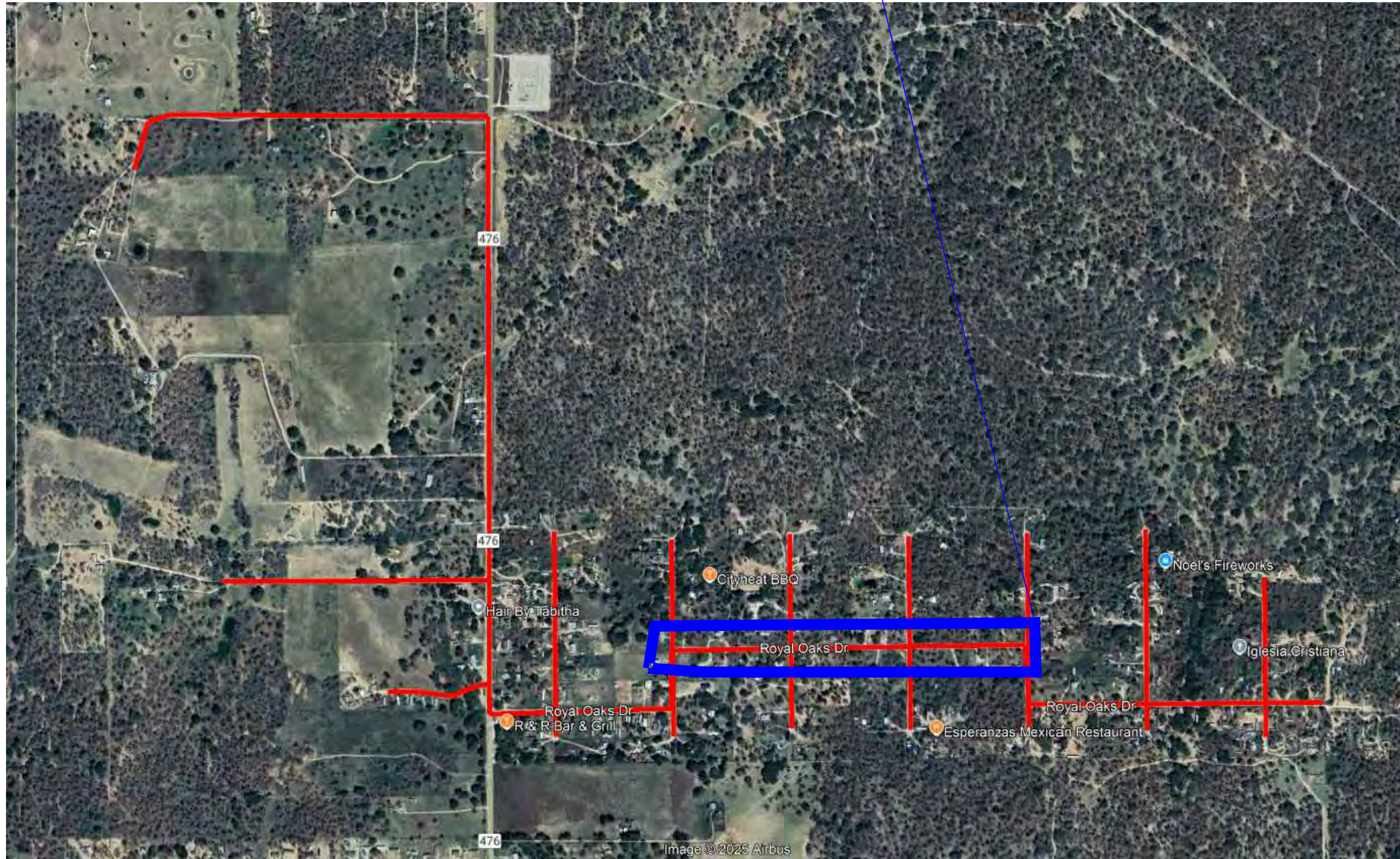
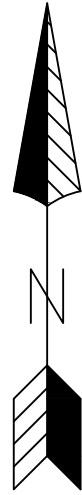
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAKS RD 2 - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 8/4/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: ROYAL OAK RD 2-5320502.dwg
	PAGE: 1 OF 10	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

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COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 7th St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

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No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

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It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

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V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

131 N 7th St. Somerset, TX, 78069

29.15043, -98.66382

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

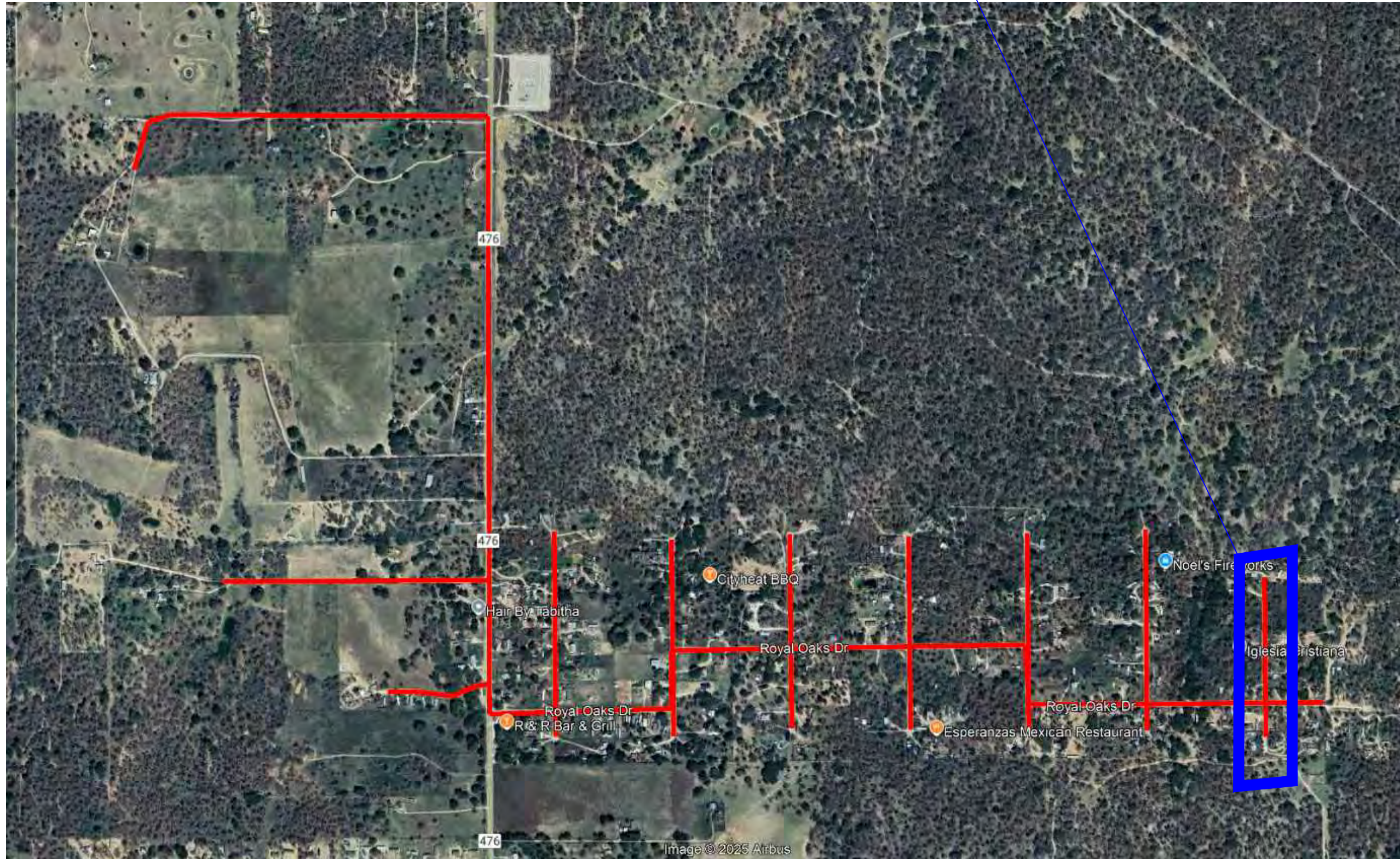
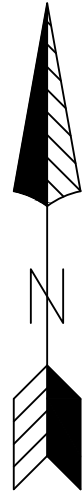
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



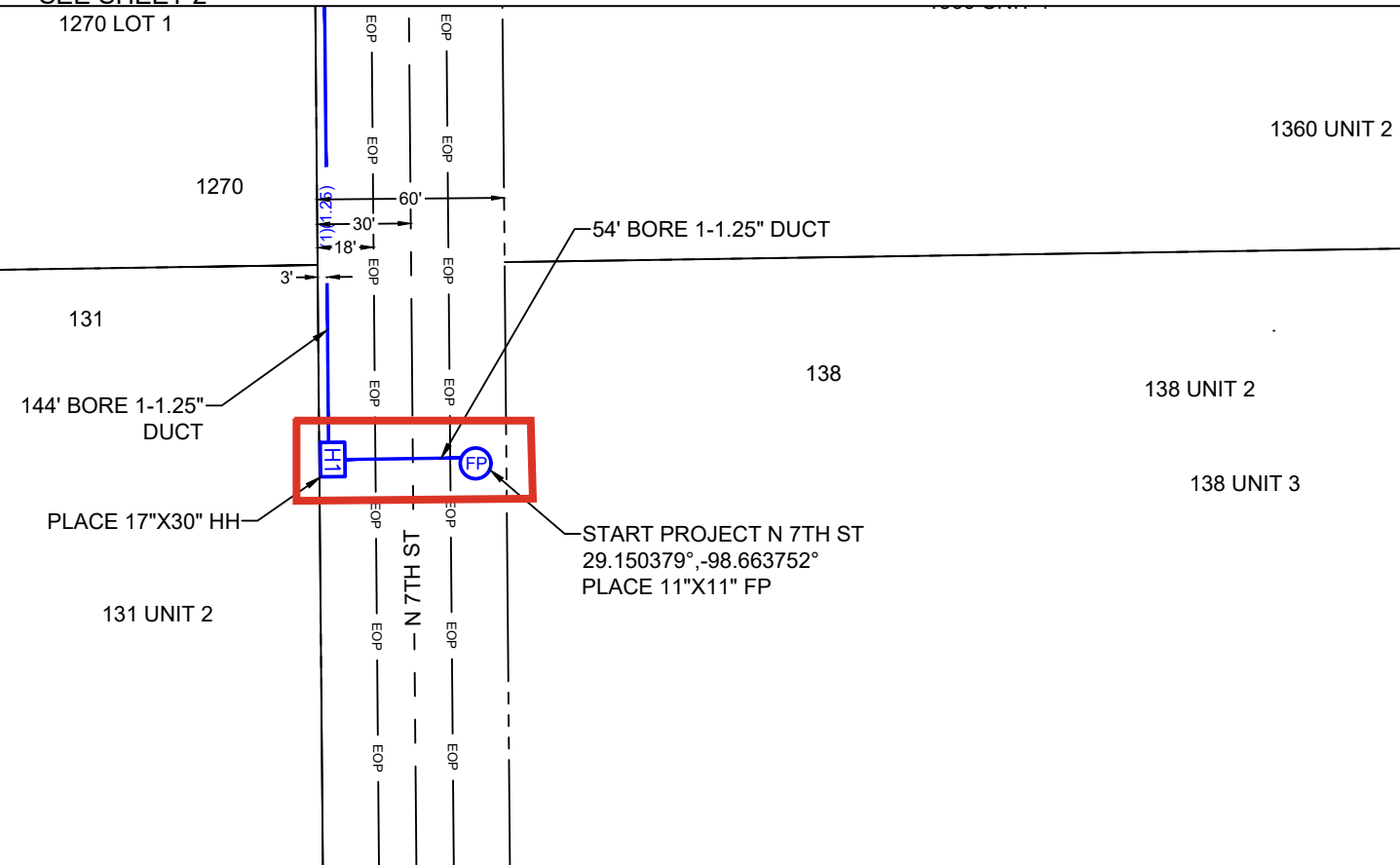
ATASCOSA COUNTY
N 7TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 7TH ST-5320502.dwg
	PAGE: 1 OF 9	

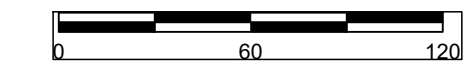


Know what's below.
Call before you dig.

SEE SHEET 2
1270 LOT 1



SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR .

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 7TH ST - 5320502**

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF CNTY: ATASCOSA FILE: N 7TH ST-5320502.dwg
SCALE: 1:60	PHONE: 512-759-5352 PAGE: 2 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 6th St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

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1075 Royal Oaks Dr. Somerset, TX, 78069 29.15117, -98.66670

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Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

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3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
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6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

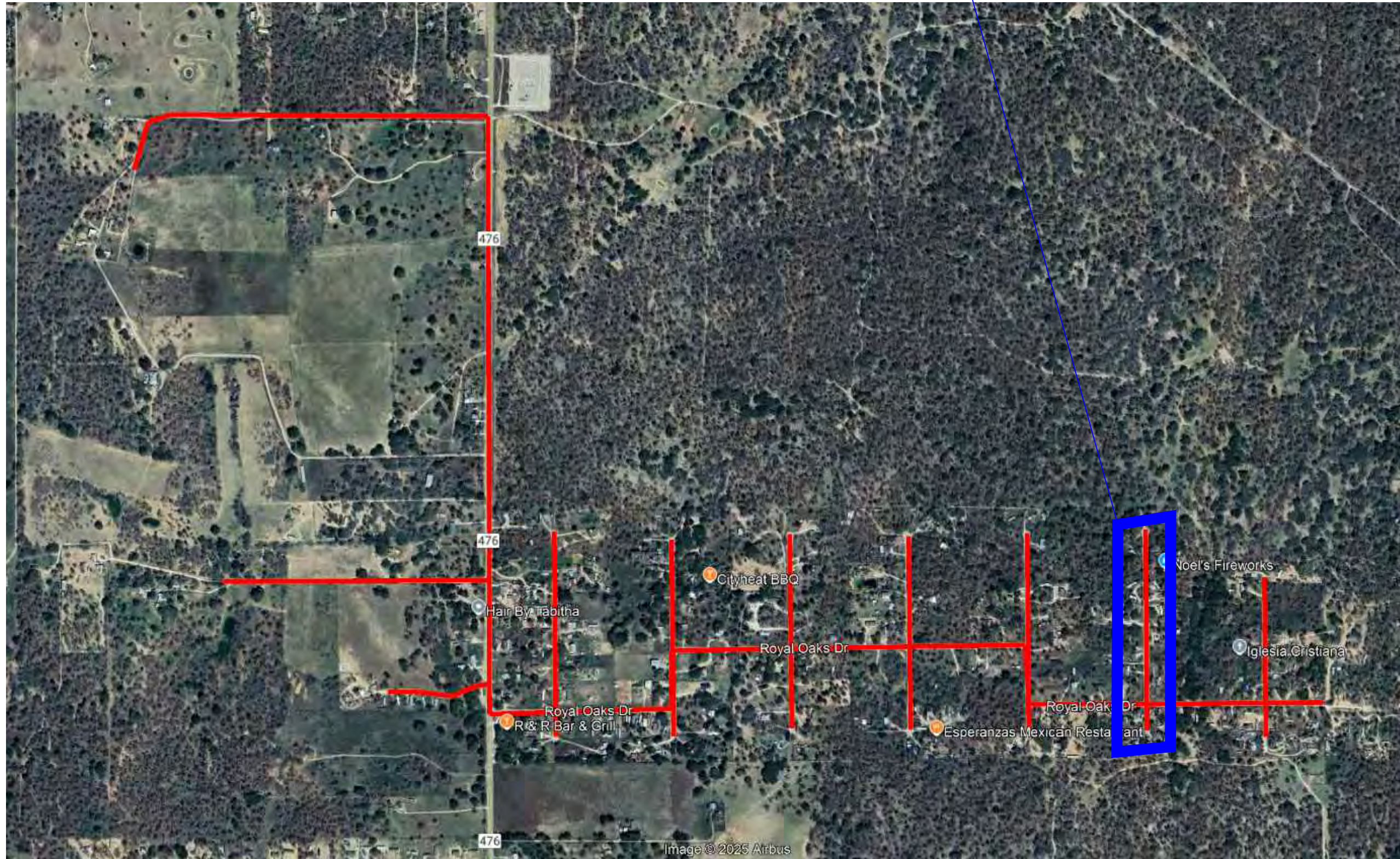
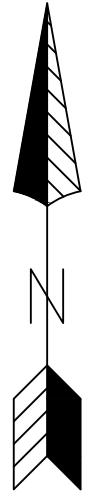
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 6TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 6TH ST-5320502.dwg
		PAGE: 1 OF 9



Know what's below.
Call before you dig.

SEE SHEET 2

1075

1053

281' BORE 1-1.25" DUCT

1175 UNIT 2

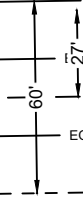
1175

54' BORE 1-1.25" DUCT

PLACE 24"X36" HH



ROYAL OAKS RD



1080

1080 UNIT B

246' BORE 1-1.25" DUCT

36

1080 UNIT C

PLACE 17"X30" HH

START PROJECT N 6TH ST
29.150525°,-98.666542°
PLACE 11"X11" FP

40

145' BORE 1-1.25" DUCT

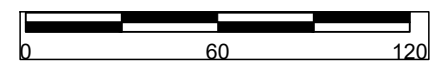
35

35 UNIT 2

- DIRECTIONAL BORE
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- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
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SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

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UNITS / ACCT CODES



**ATASCOSA COUNTY
N 6TH ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
CNTY: ATASCOSA	FILE: N 6TH ST-5320502.dwg
PAGE: 2 OF 9	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

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FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

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FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 5th St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

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III.

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IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

940 N 5th St. Somerset, TX, 78069 29.15119, -98.66954

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

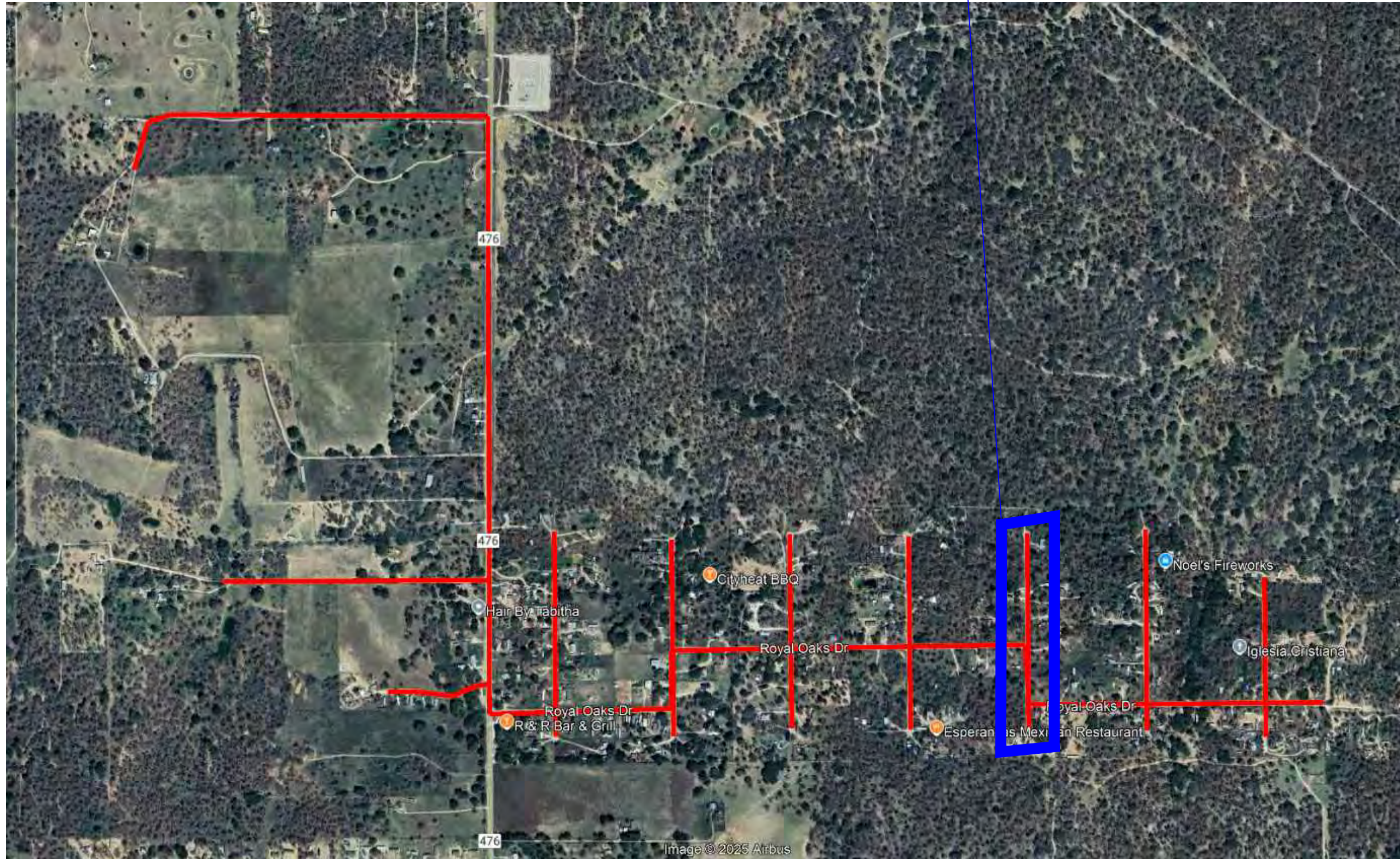
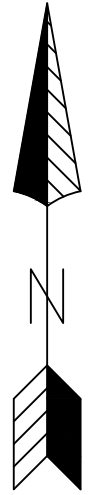
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 5TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 5TH ST-5320502.dwg
	PAGE: 1 OF 9	



Know what's below.
Call before you dig.

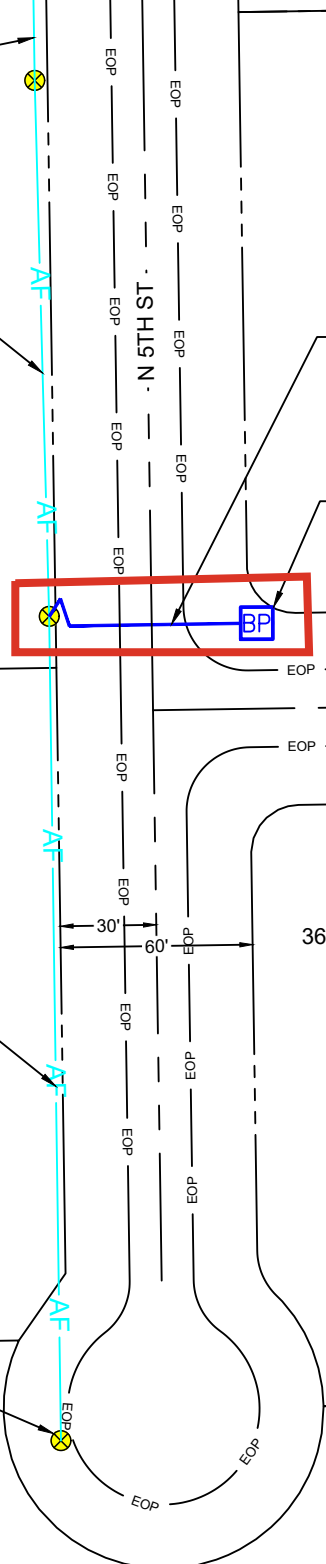
220' AERIAL FIBER
OVERLASHED TO
EXISTING

171' AERIAL FIBER
OVERLASHED TO
EXISTING

215' AERIAL FIBER
OVERLASHED TO
EXISTING

START PROJECT N 5TH ST
29.154148°, -98.675308°
EXISTING FRONTIER POLE

SEE SHEET 2



54' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP
(FIBER CONTINUES ON
ROYAL OAK RD)

ROYAL OAK RD

1091

15

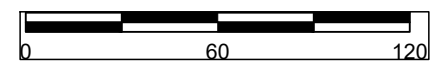
36

50

48



SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 5TH ST - 5320502**

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/15/2025	ENGR: JEFF GOFF
SCALE: 1:60	PHONE: 512-759-5352
CNTY: ATASCOSA	FILE: N 5TH ST-5320502.dwg
PAGE: 2 OF 9	

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 4th St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

70 N 4rd St. Somerset, TX, 78069 29.15334, -98.67246

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

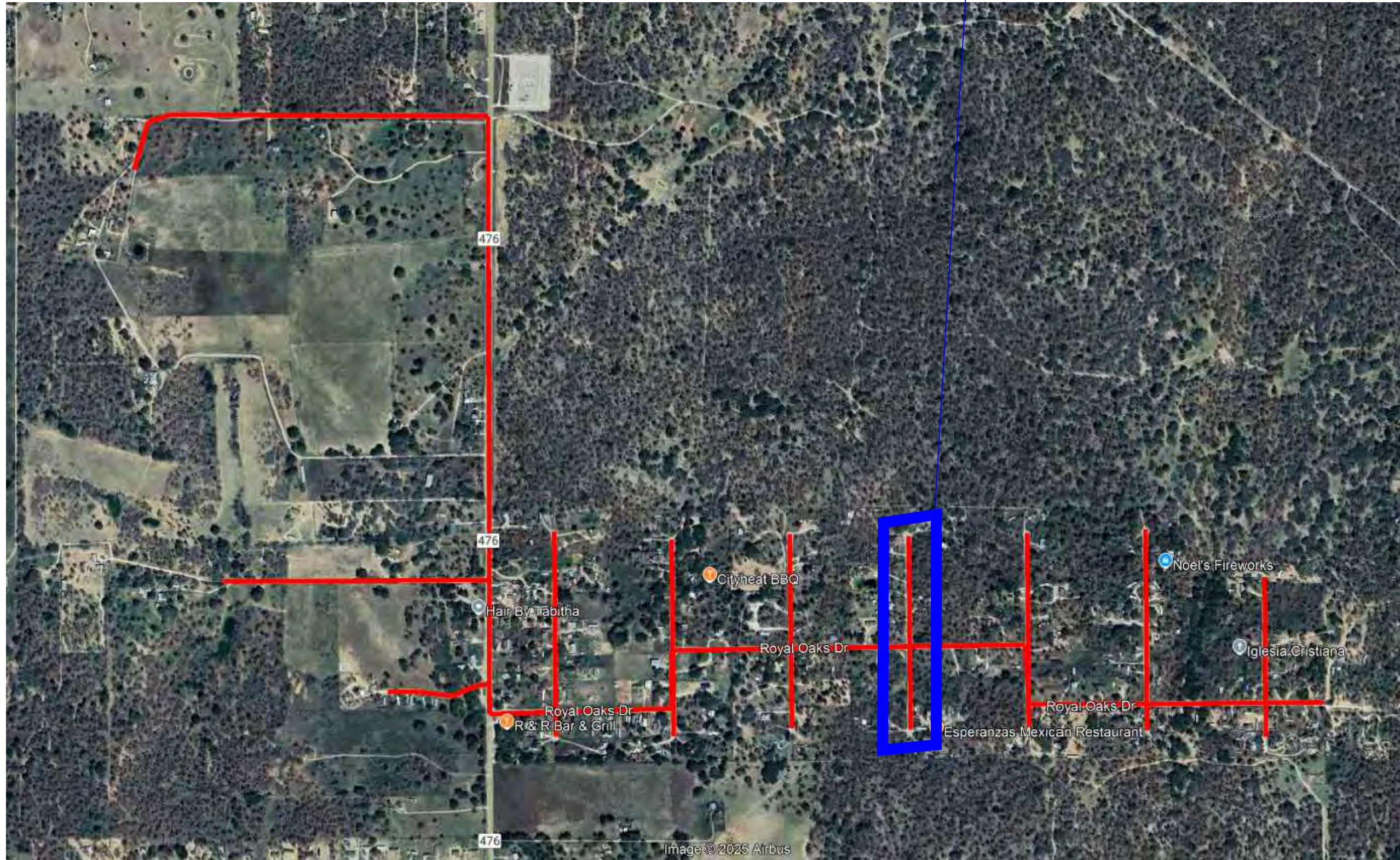
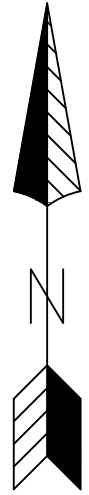
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 4TH ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 4TH ST-5320502.dwg
		PAGE: 1 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 3rd St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

55 N 3rd St. Somerset, TX, 78069 29.15119, -98.67534

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

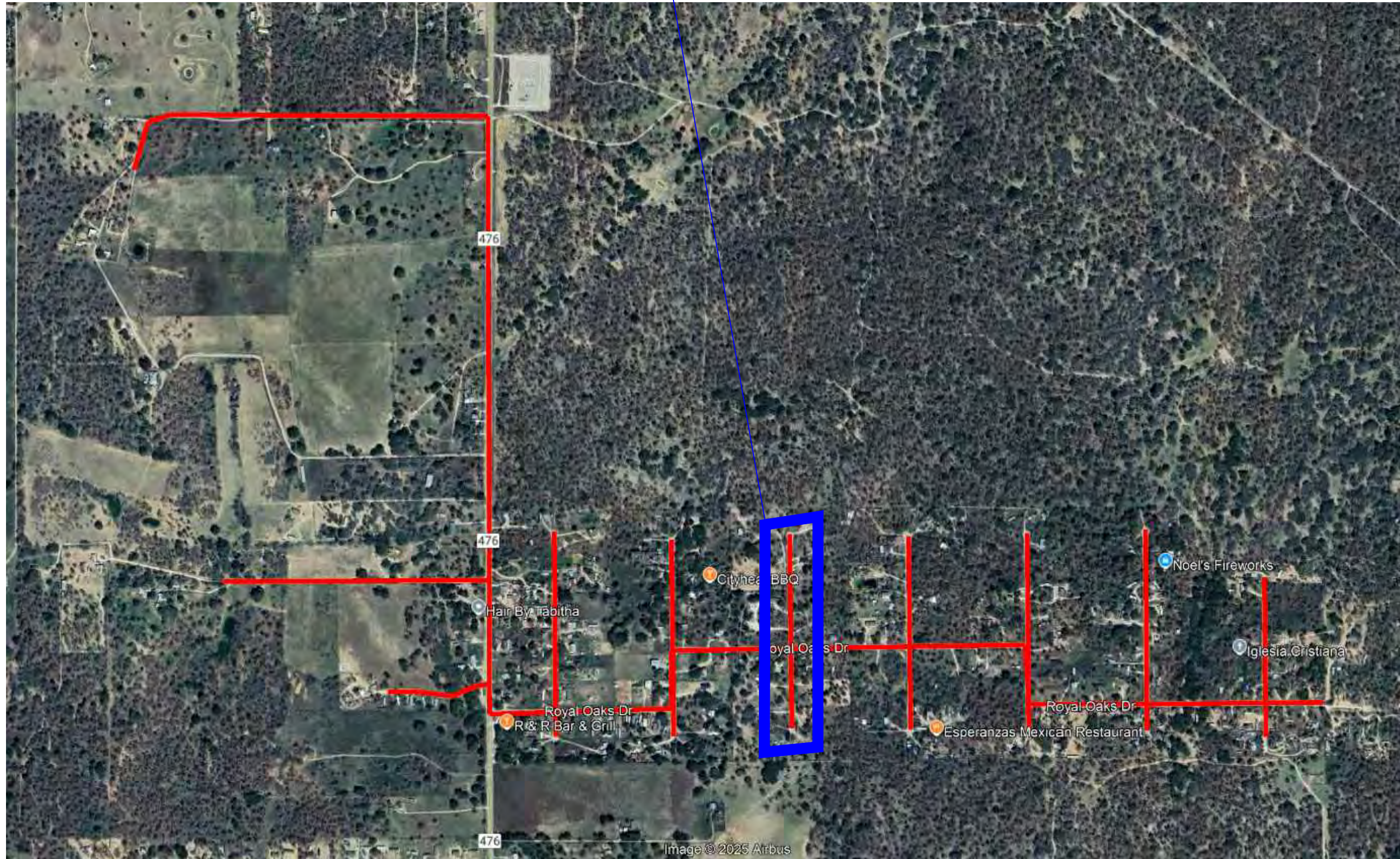
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 3RD ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	EXCH. CODE: 70428
SCALE: 1:60	PHONE: 325-944-9905	CNTY: ATASCOSA
		FILE: N 3RD ST-5320502.dwg
		PAGE: 1 OF 9



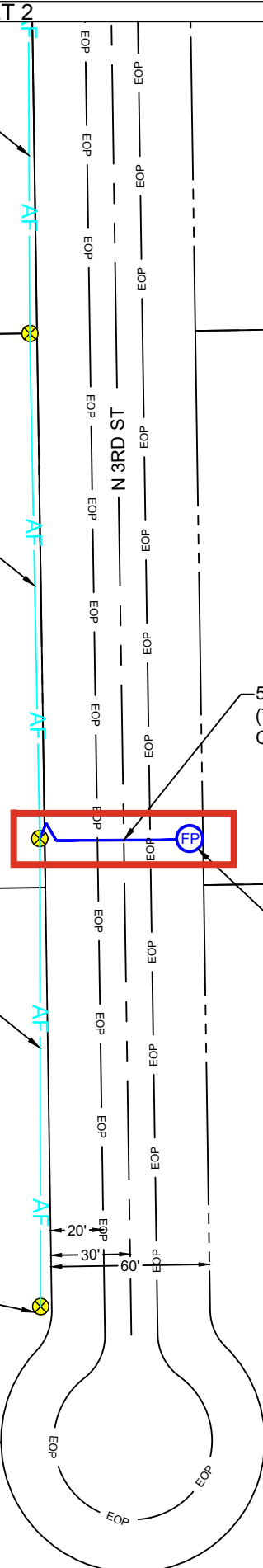
Know what's below.
Call before you dig.

480
267' AERIAL FIBER
OVERLASHED TO
EXISTING

55
210' AERIAL FIBER
OVERLASHED TO
EXISTING

187' AERIAL FIBER
OVERLASHED TO
EXISTING

89 85
END PROJECT N 3RD ST
29.150631°, -98.675438°
EX FRONTIER POLE
93
119



54' BORE 1-1.25" DUCT
(THIS CROSSING WILL BE SHOWN
ON SEPERATE ROAD BORE PERMIT)

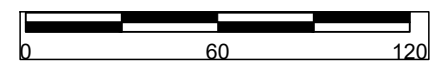
PLACE 11"X11" FP

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 2



SCALE: 1"= 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR .

UNITS / ACCT CODES



ATASCOSA COUNTY N 3RD ST - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF
FILE: N 3RD ST-5320502.dwg	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352
	PAGE: 2 OF 9

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 2nd St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____
By: _____ Weldon P. Cude, Atascosa County Judge
This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

155 N 2nd St. Somerset, TX, 78069 29.15400, -98.67823

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

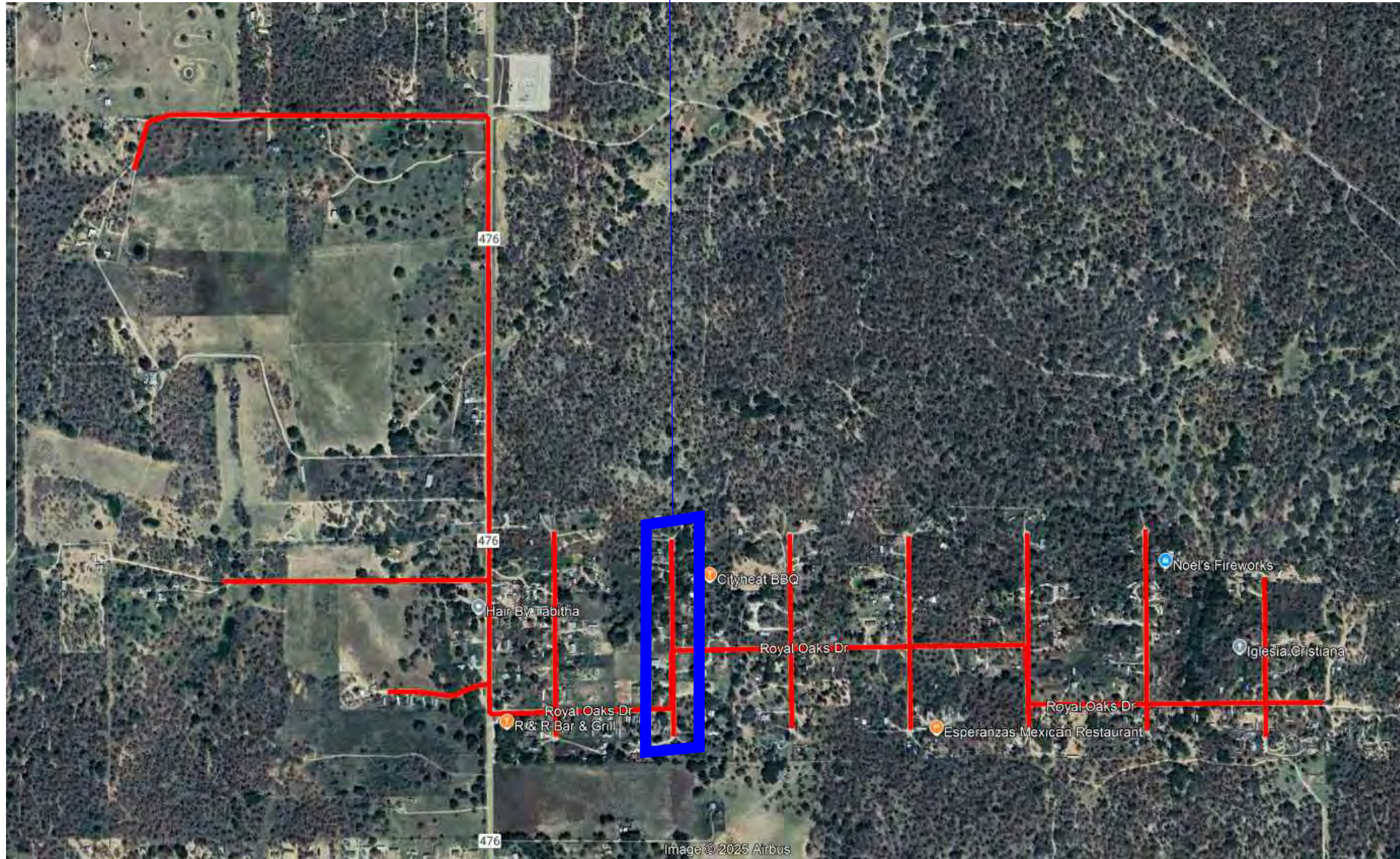
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

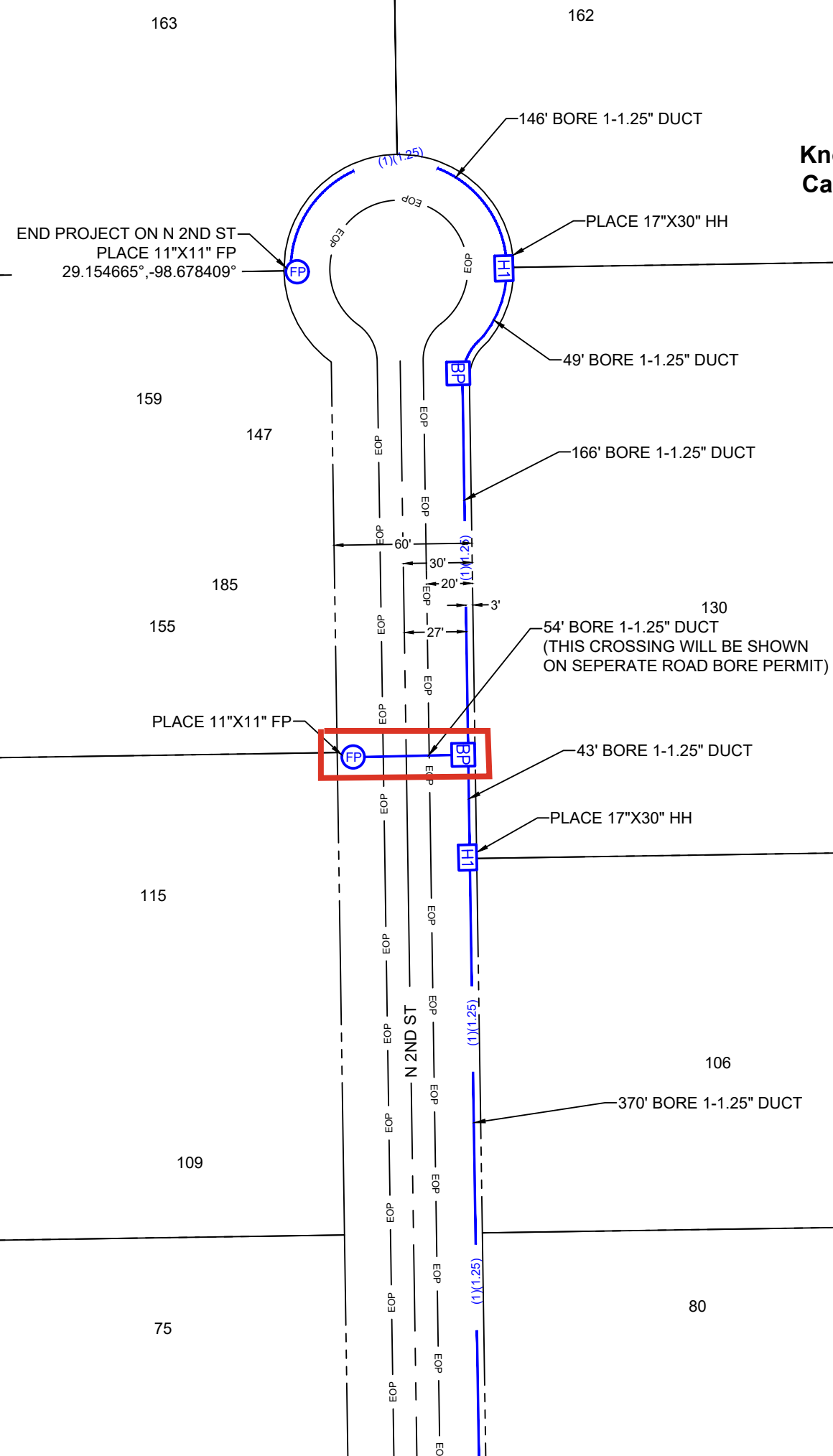
LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY
N 2ND ST - 5320502

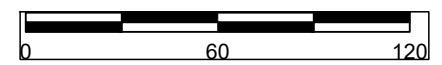
PROJECT NUMBER:	5320502	C.O. AREA:	JOURDANTON
DRAWN DATE:	9/12/2025	EXCH. CODE:	70428
ENGR:	JEFF GOFF	CNTY:	ATASCOSA
SCALE:	1:60	PHONE:	325-944-9905
		FILE:	N 2ND ST-5320502.dwg
		PAGE:	1 OF 9



**Know what's below.
Call before you dig.**



SCALE: 1" = 60'



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES



**ATASCOSA COUNTY
N 2ND ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
DRAWN DATE: 9/12/2025	EXCH. CODE: 70428
ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 512-759-5352
FILE: N 2ND ST-5320502.dwg	PAGE: 4 OF 9

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

N 1st St - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

308 N 1St St. Somerset, TX, 78069 29.15397, -98.68109

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS address 1919 MCKINNEY AVE DALLAS, TX 75201 for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

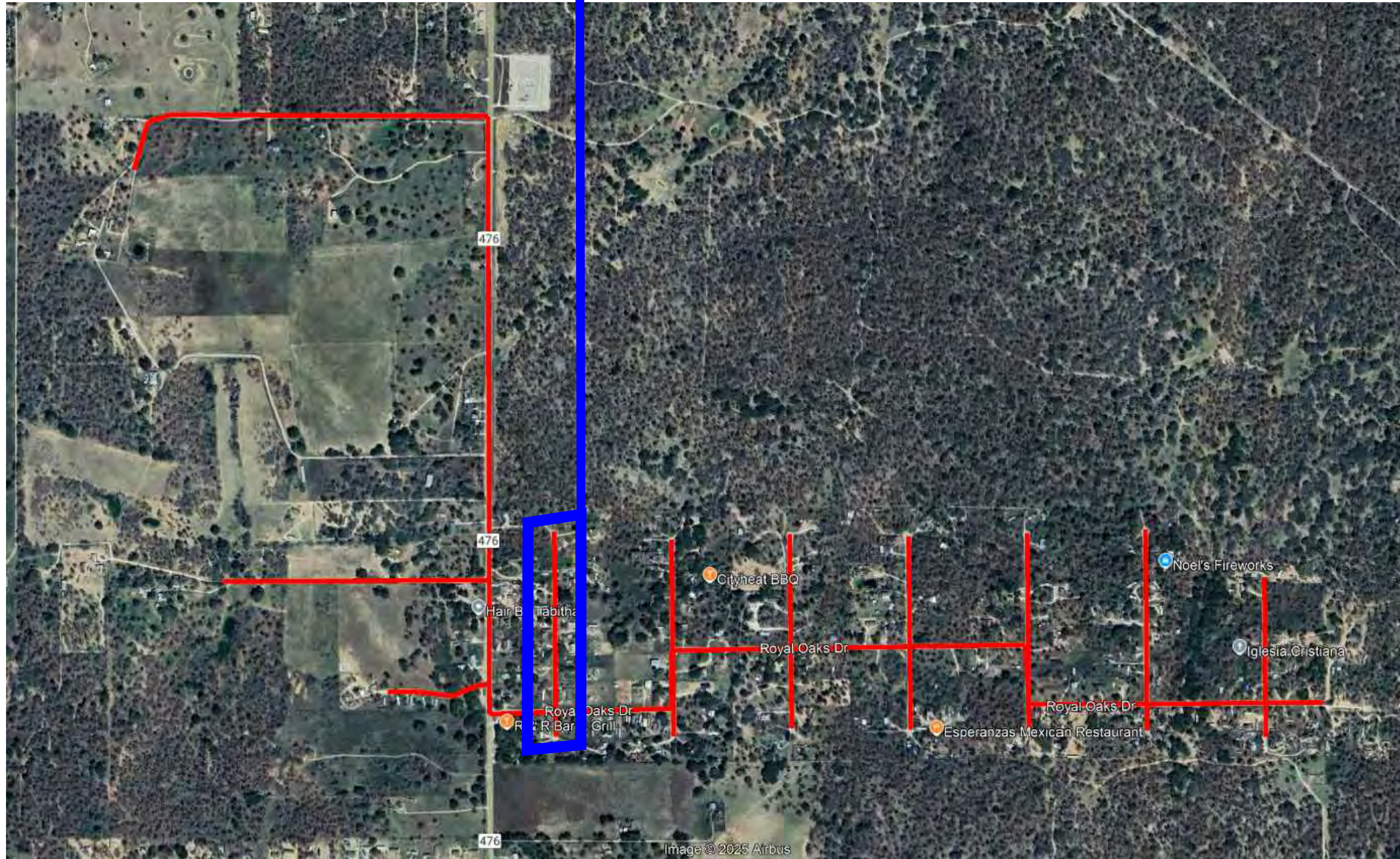
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY N 1ST ST - 5320502

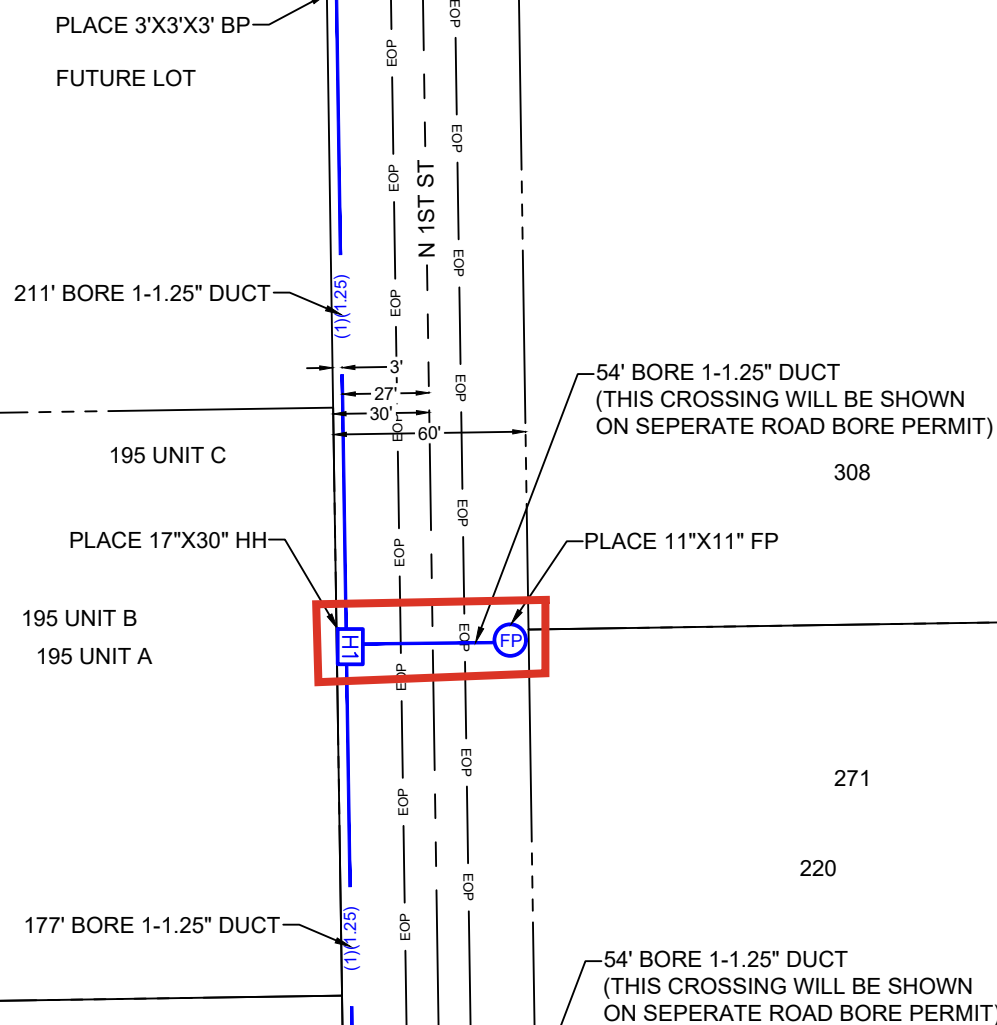
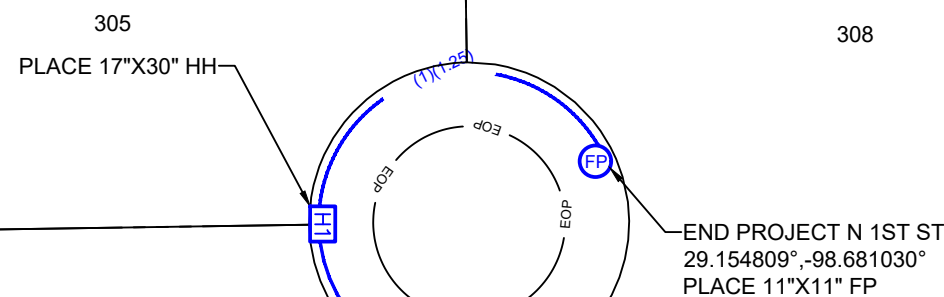
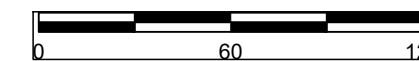
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: N 1ST ST-5320502.dwg
		PAGE: 1 OF 9



Know what's below.
Call before you dig.



SCALE: 1" = 60'



- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17\"X30\" HANDHOLE
- 24\"X36\" HANDHOLE
- 36\"X36\" HANDHOLE
- 30\"X48\" HANDHOLE

SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES

UNIT	ACCT CODE



**ATASCOSA COUNTY
N 1ST ST - 5320502**

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON
EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF
	CNTY: ATASCOSA
	FILE: N 1ST ST-5320502.dwg
SCALE: 1:60	PHONE: 512-759-5352
	PAGE: 4 OF 9

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the commissioner has been contacted, the crossing surveyed and the fee amount confirmed, the application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before Commissioner's Court Meeting. Contact this office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: \$5000.00

Royal Oak Rd - CROSS #1

County Road

Commissioner Pct. No. 2

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 5 day of December, 20 25, A.D., the undersigned Housley Group on behalf of Frontier Communications "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the ____ day of _____, 20 ____ A.D.

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company _____
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson
BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jeremiah Castillo known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Housley Group, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of December, 2025 A.D.

Traci R. Middleton
Notary Public in and for Williamson
County, Texas
Commission expires: May 18, 2029



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the ____ day of _____; 20 ____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the ____ day of _____; 20 ____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now Housley Group on behalf of Frontier Communications, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

\$500 for bore crossing application.

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

70 Royal Oaks Dr. Somerset, TX, 78069 29.15094, -98.68119

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Housley Group on behalf of Frontier Communications
Printed Name of Payor (If Company or Business Entity)

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo
Signature of Payor or Payor's Authorized Agent

Dec. 5, 2025

Date

**Approved and Accepted by:
Commissioners Court**

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND HOUSLEY GROUP/ FRONTIER COMMUNICATIONS**

On this the 5 day of December, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and FRONTIER COMMUNICATIONS herein known as FRONTIER COMMUNICATIONS, address 1919 MCKINNEY AVE DALLAS, TX 75201, for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, N/A, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, N/A, agrees to repair damage to the following roads N/A in Commissioner Precinct No. N/A.
4. The County and N/A agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After N/A the N/A overweight traffic stops, N/A, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. FRONTIER COMMUNICATIONS, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

HOUSLEY GROUP

Jeremiah Castillo 12/05/2025
Signature Date

Jeremiah Castillo

Printed Name

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

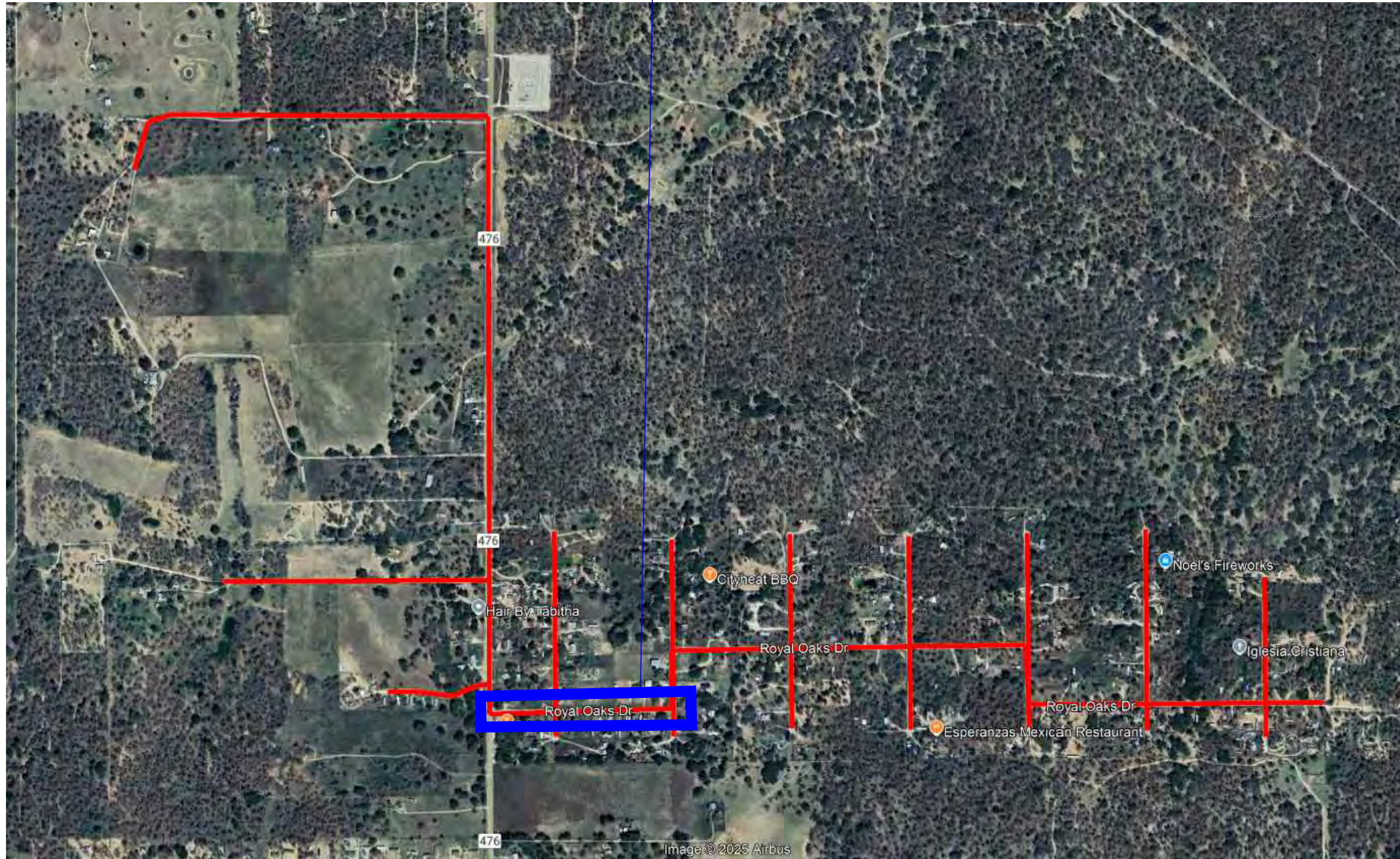
ATTEST:

Theresa Carrasco, County

By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY ROYAL OAK RD - 5320502

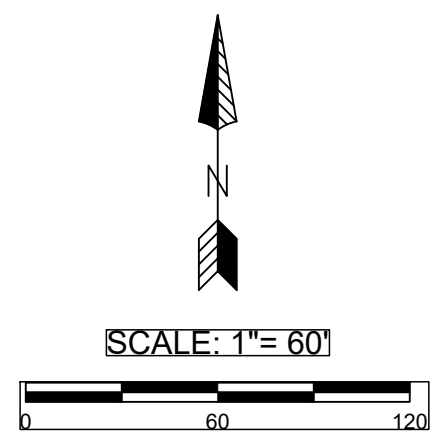
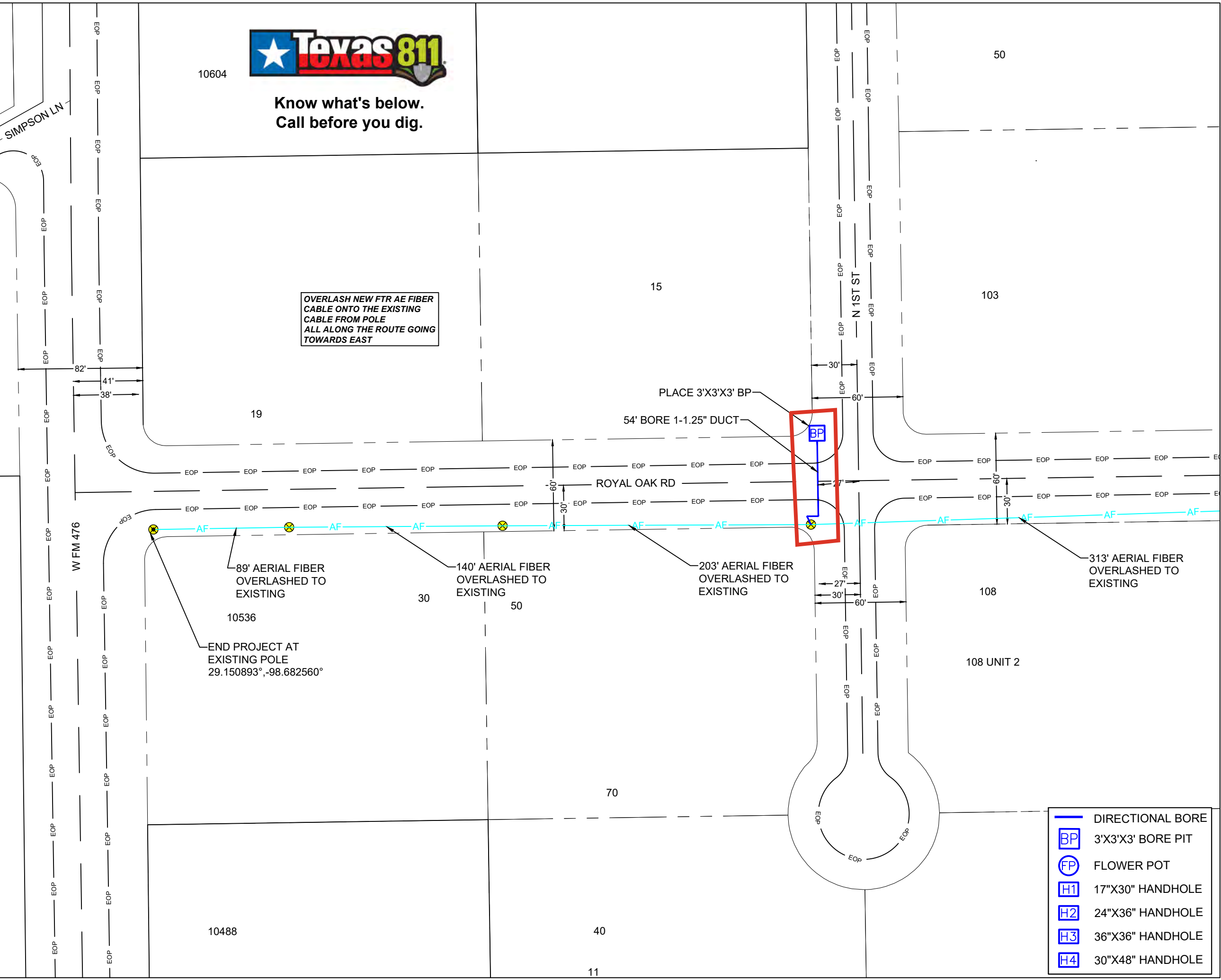
PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON EXCH. CODE: 70428	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA
SCALE: 1:60	PHONE: 325-944-9905	FILE: BORE-ROYAL OAK RD-5320502.dwg
	PAGE: 1 OF 8	



10604

Know what's below.
Call before you dig.

OVERLASH NEW FTR AE FIBER
CABLE ONTO THE EXISTING
CABLE FROM POLE
ALL ALONG THE ROUTE GOING
TOWARDS EAST



SPECIAL NOTES

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. NO BOUNDARY SURVEY OR PROPERTY SURVEY LINE WAS ESTABLISHED BY FRONTIER COMMUNICATIONS.

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

UNITS / ACCT CODES

UNIT / ACCT CODE



ATASCOSA COUNTY ROYAL OAK RD - 5320502

PROJECT NUMBER: 5320502	C.O. AREA: JOURDANTON	
DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	EXCH. CODE: 70428
SCALE: 1:60	PHONE: 512-759-5352	CNTY: ATASCOSA
PAGE: 3 OF 8		FILE: BORE-ROYAL OAK RD-5320502.dwg

- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17"X30" HANDHOLE
- 24"X36" HANDHOLE
- 36"X36" HANDHOLE
- 30"X48" HANDHOLE

CONTACT SHEET

FRONTIER COMMUNICATIONS

ENGINEERING:
NAME DARRIN ALBRECHT - (281) 229-0849
EMAIL: darrin.l.albrecht@ftr.com

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.f1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

MAIN CONTACT
ZANE HUEBNER (512) 759-5303
EMAIL: zhuebner@housleygroup.com

CONSTRUCTION MANAGER
BRAEDEN T. HEBERT (254) 718-4581
EMAIL: bthebert@housleygroup.com

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

ENGINEERING MANAGER
ROBERT GANN (501) 269-5384
EMAIL: rgann@housleygroup.com

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED) PH#
PUBLIC WORKS PH#
STREET AND MAINTENANCE PH#
GAS PH#
SBC PH#
ELECTRIC PH#
WATER PH#

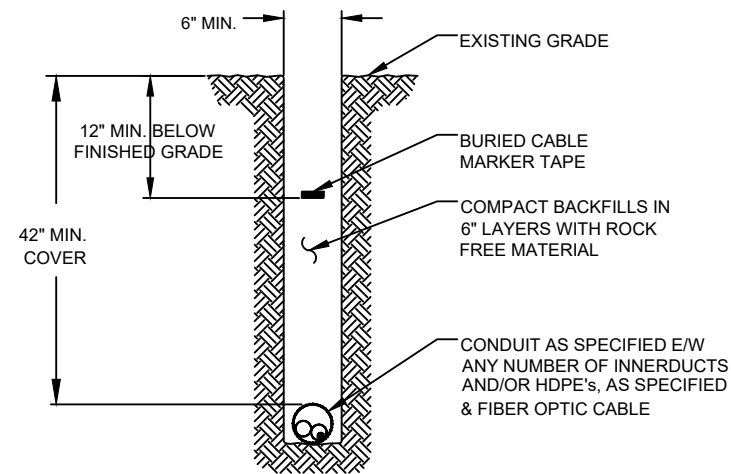


ATASCOSA COUNTY SIMPSON LN - 5320502

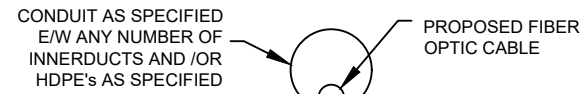
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DRAWN DATE: 9/12/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA FILE: SIMPSON LN-5320502.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 6 OF 8

CONSTRUCTION DETAILS

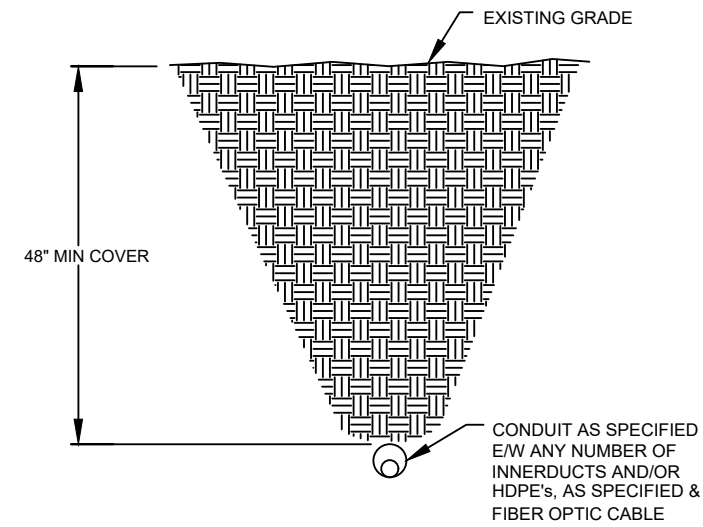
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



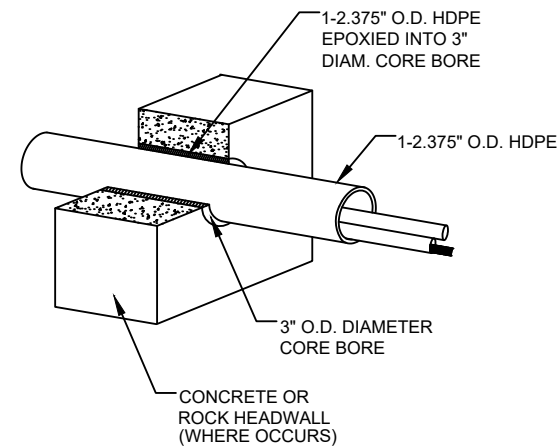
TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE



TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT

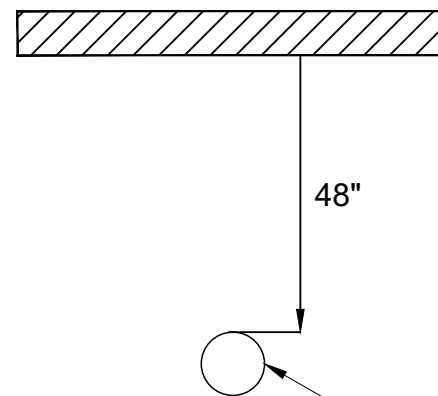


TYPICAL DETAIL "D"
3" CORE BORE



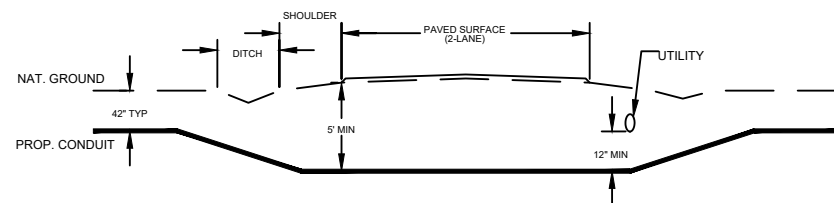
NOTE:
EPOXY GROUT IS USED AT BOTH ENDS OF CORE BORE TO SEAL GAP BETWEEN 2.375" CONDUIT AND PVC SLEEVE.

BORE DETAIL (PAVEMENT)



DIRECTIONAL BORE TO PLACE
(1)1.25" CONDUIT

TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



ATASCOSA COUNTY
SIMPSON LN - 5320502

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