

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

Crestway - 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

657 Cresway, Somerset, TX 78069

29.15160, -98.64842

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

Joseph Eustace, 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. _____

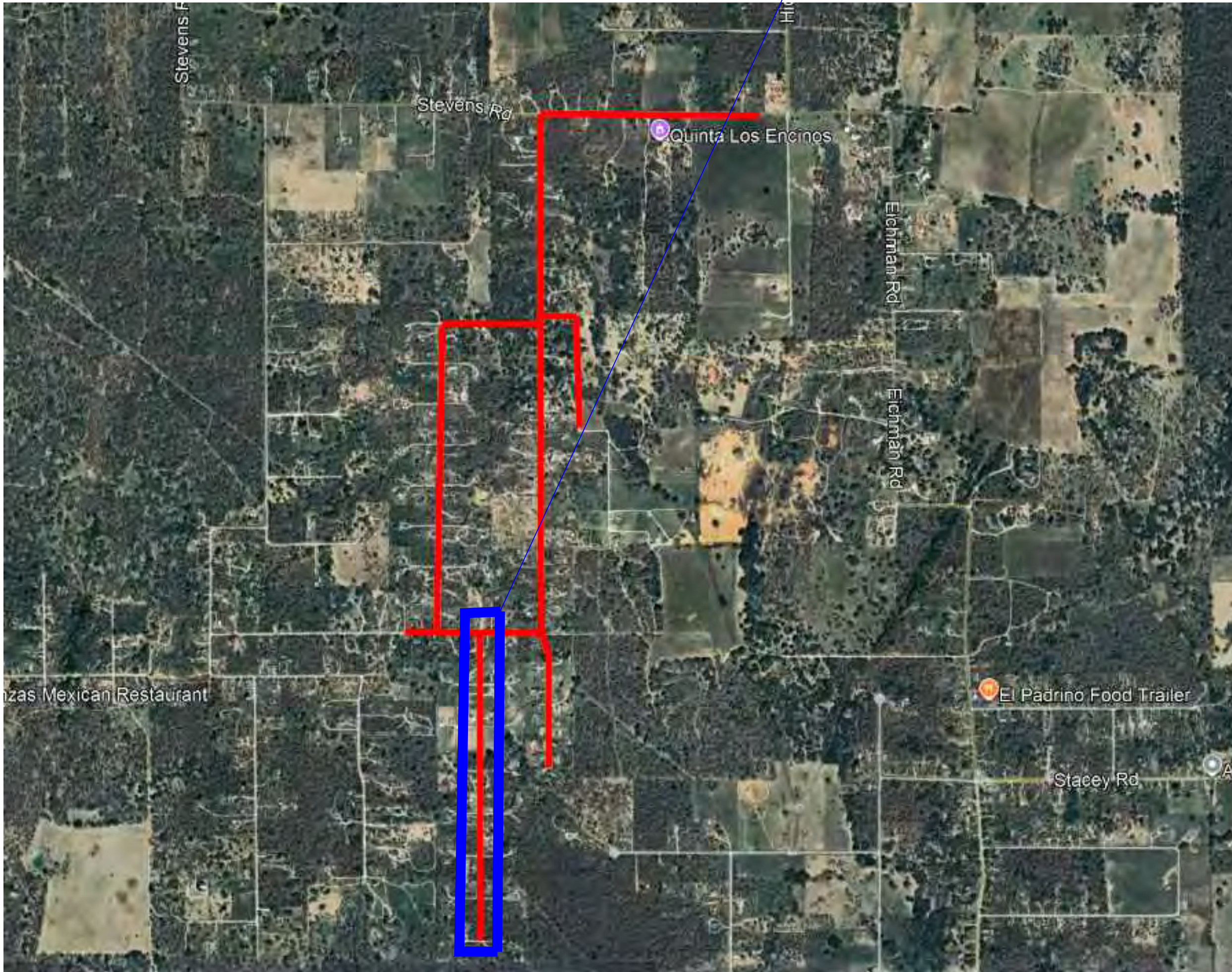
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|--|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: CRESTWAY RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 1 OF 12 |



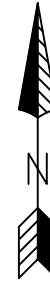
Know what's below.
Call before you dig.

150

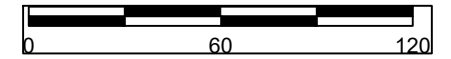
130

122

90



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

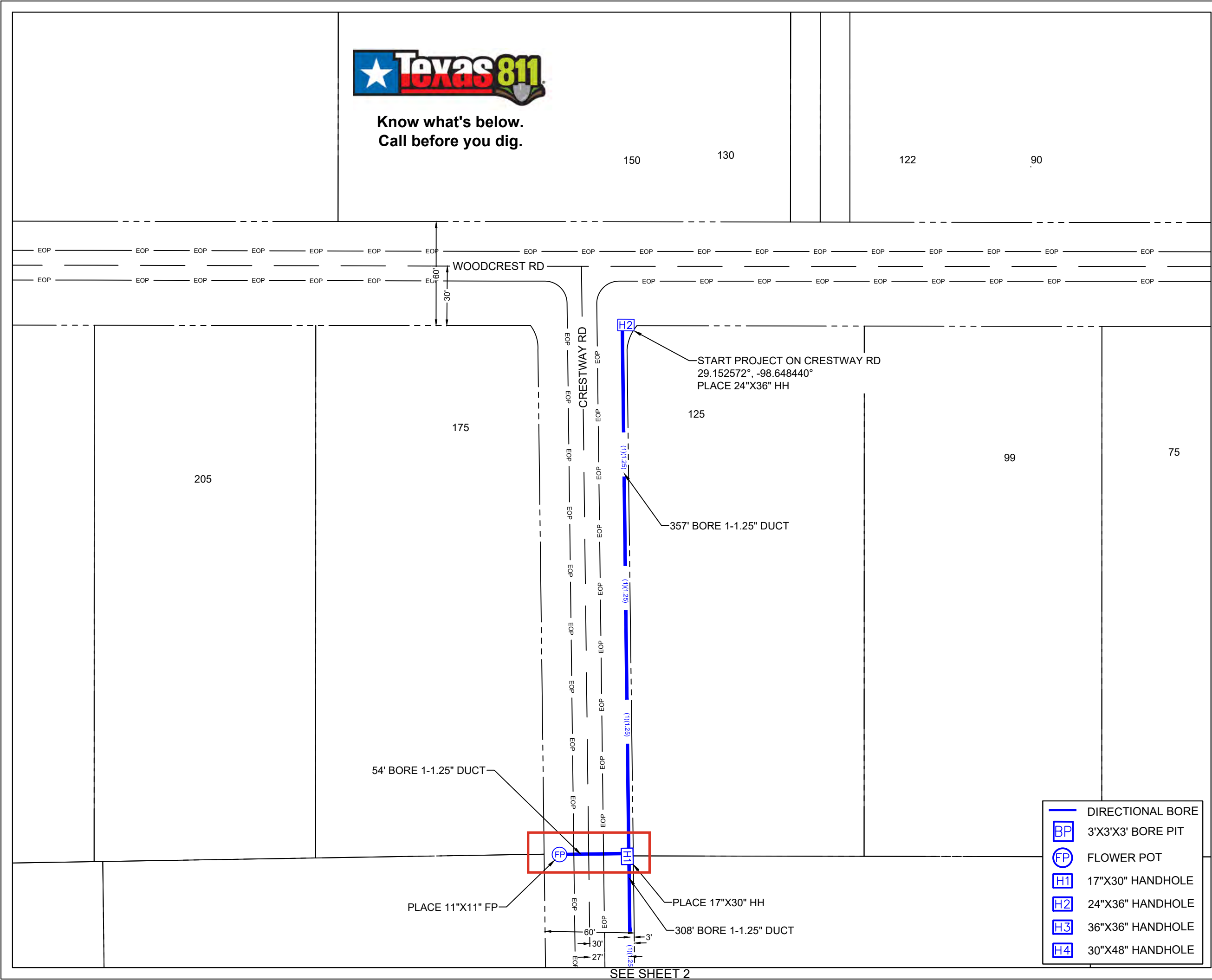


**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

PROJECT NUMBER: 5320504 C.O. AREA: JOURDANTON EXCH. CODE: 70428

DRAWN DATE: 9/20/2025 ENGR: JEFF GOFF CNTY: ATASCOSA FILE: CRESTWAY RD - 5320504.dwg

SCALE: 1:60 PHONE: 512-759-5352 PAGE: 1 OF 12



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

SEE SHEET 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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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.

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

Marbach 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

410 Marbach Rd, Somerset, TX 78069 29.17090, -98.64603

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

Joseph Eustace, 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. _____

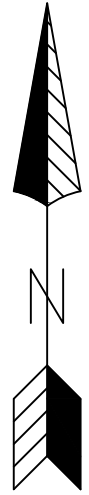
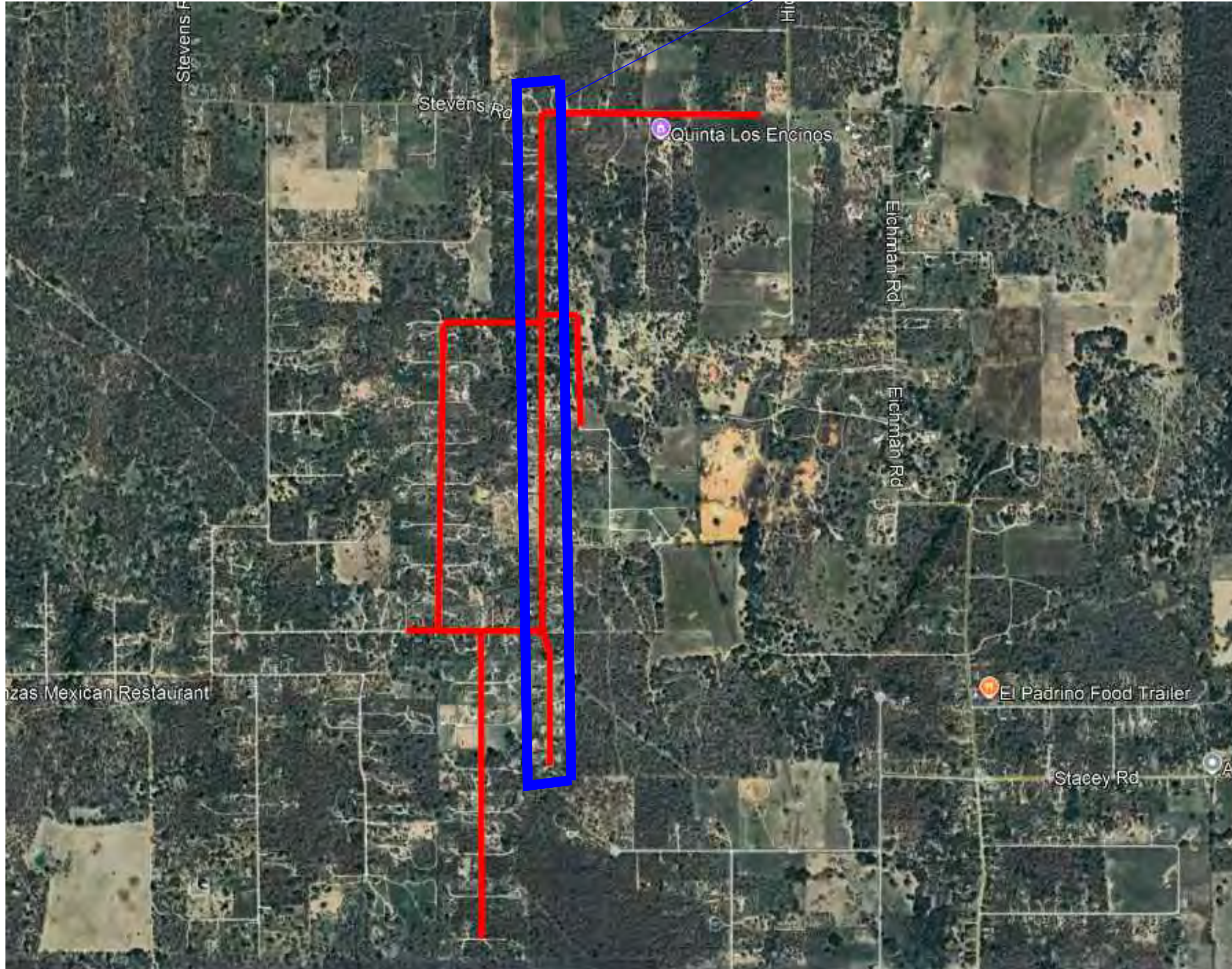
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 | OF 8 |



Know what's below.
Call before you dig.

623 UNIT 2

623 UNIT 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.

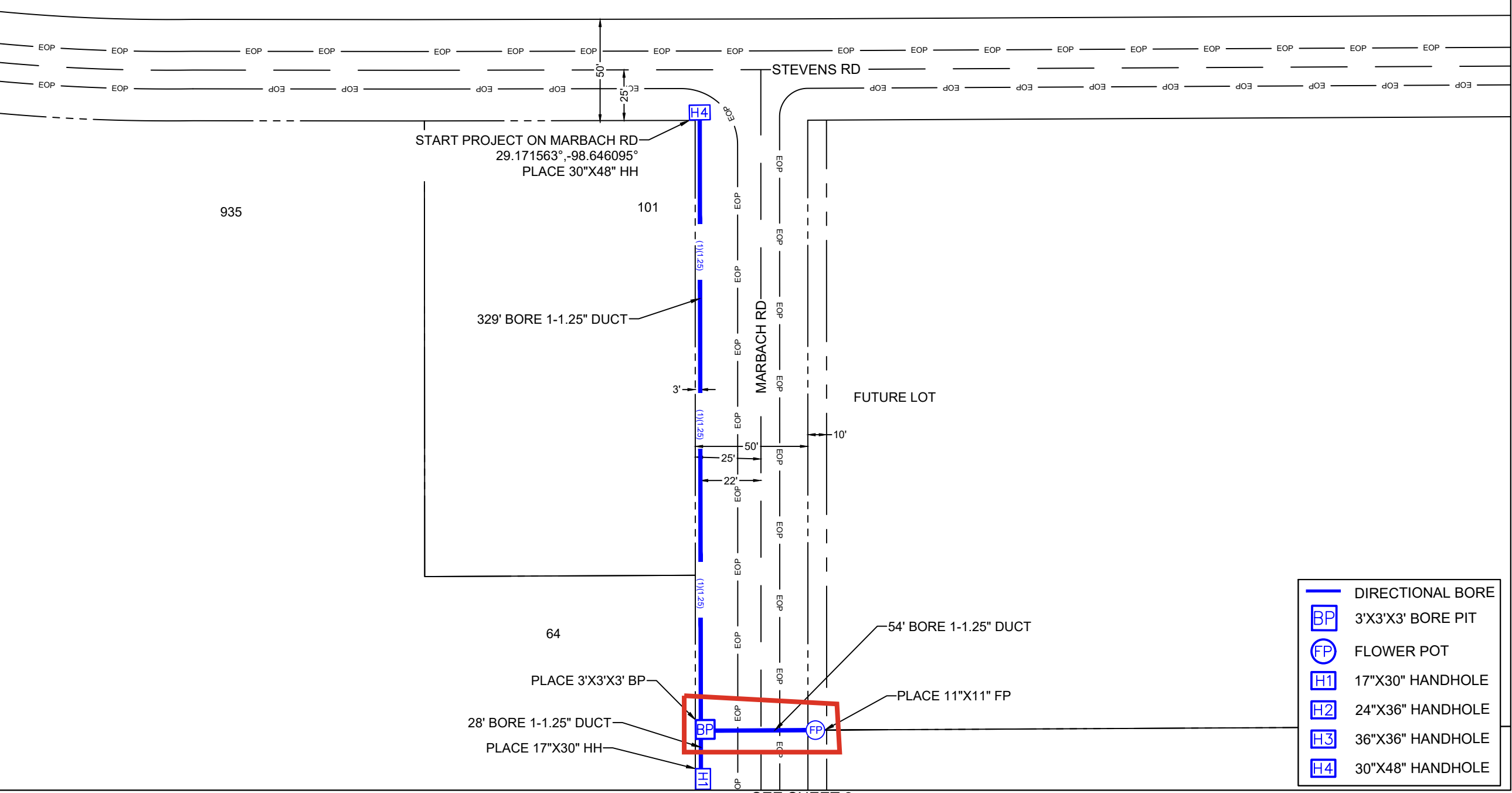
UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|--------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |



- 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

Ranch 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

950 Ranch Rd, Somerset, TX 78069

29.16408, -98.64730

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

Joseph Eustace, 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. _____

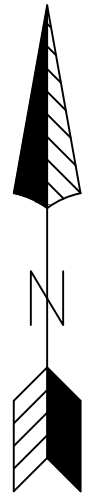
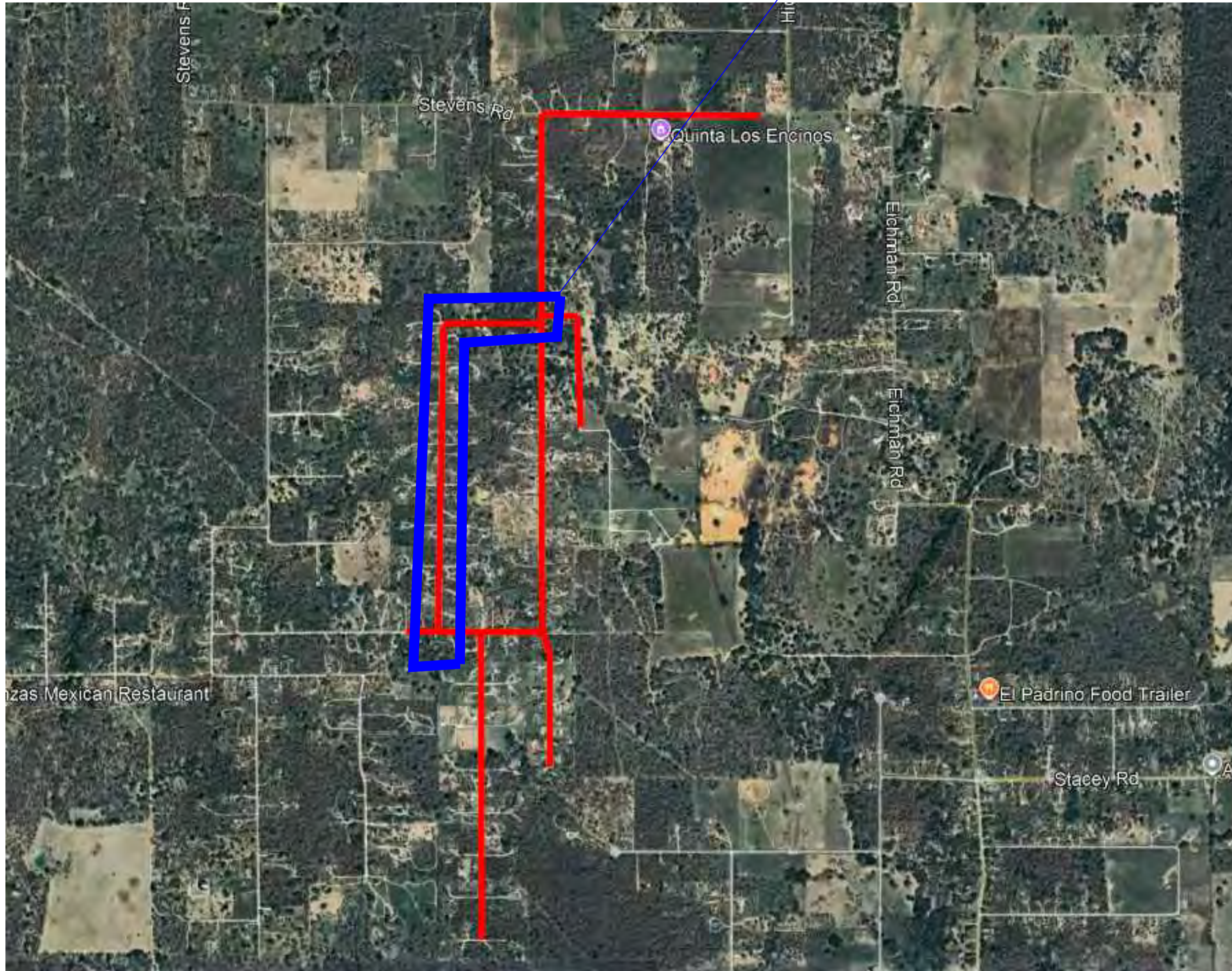
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

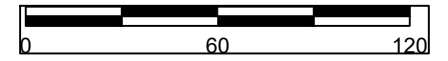
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



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

| UNIT / ACCT CODE | DESCRIPTION |
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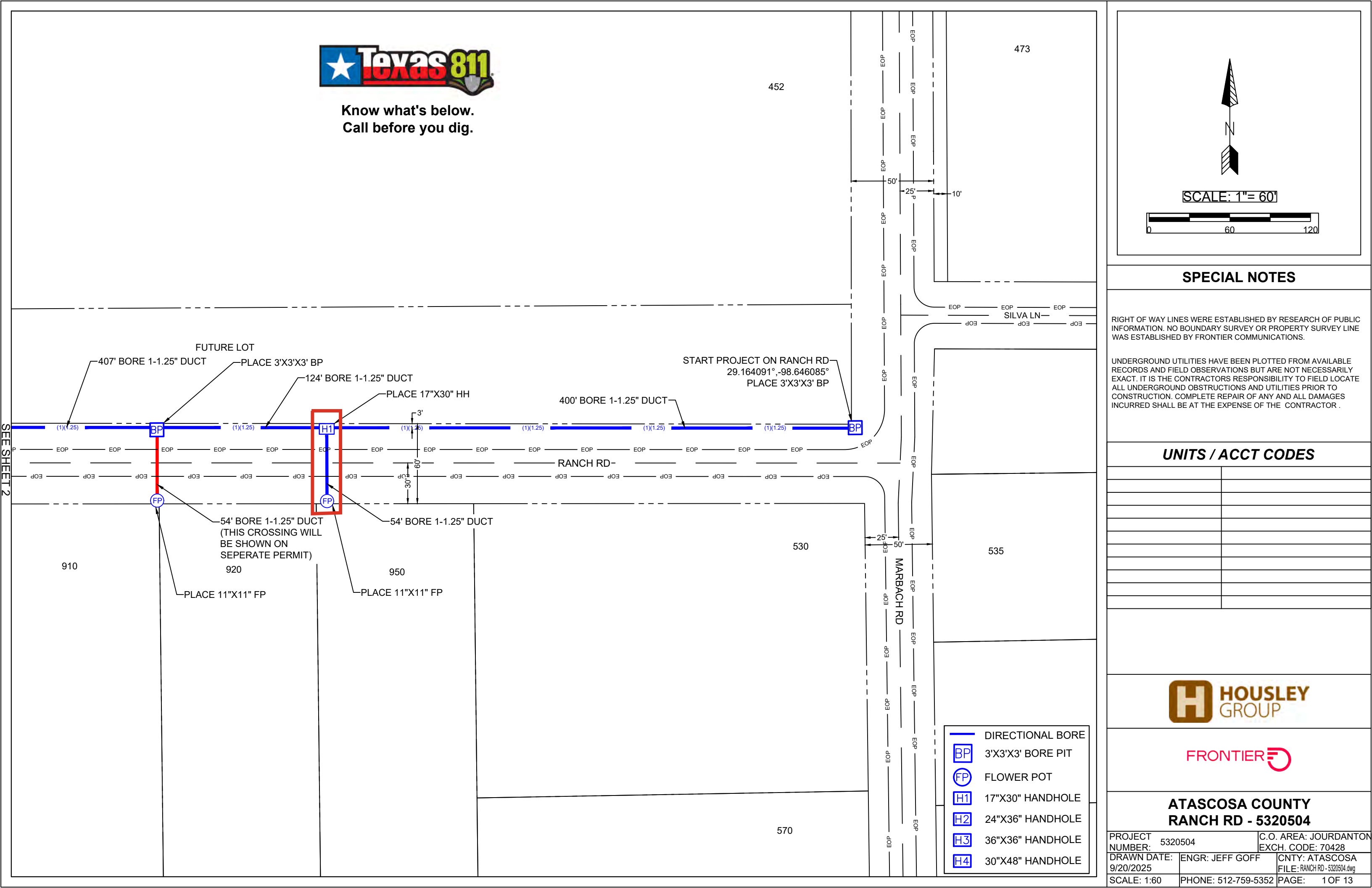


**ATASCOSA COUNTY
RANCH RD - 5320504**

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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
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| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: RANCH RD - 5320504.dwg |

SEE SHEET 2



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

407' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP

124' BORE 1-1.25" DUCT

PLACE 17"X30" HH

400' BORE 1-1.25" DUCT

START PROJECT ON RANCH RD
29.164091°, -98.646085°
PLACE 3'X3'X3' BP

RANCH RD

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

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 11"X11" FP

FUTURE LOT

910

920

950

530

535

570

473

452

SILVA LN

MARBACH RD

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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APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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

I.

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

II.

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

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III.

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IV.

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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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

935 Stevens Rd, Somerset, TX 78069 29.17156, -98.64652

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

Joseph Eustace, 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:

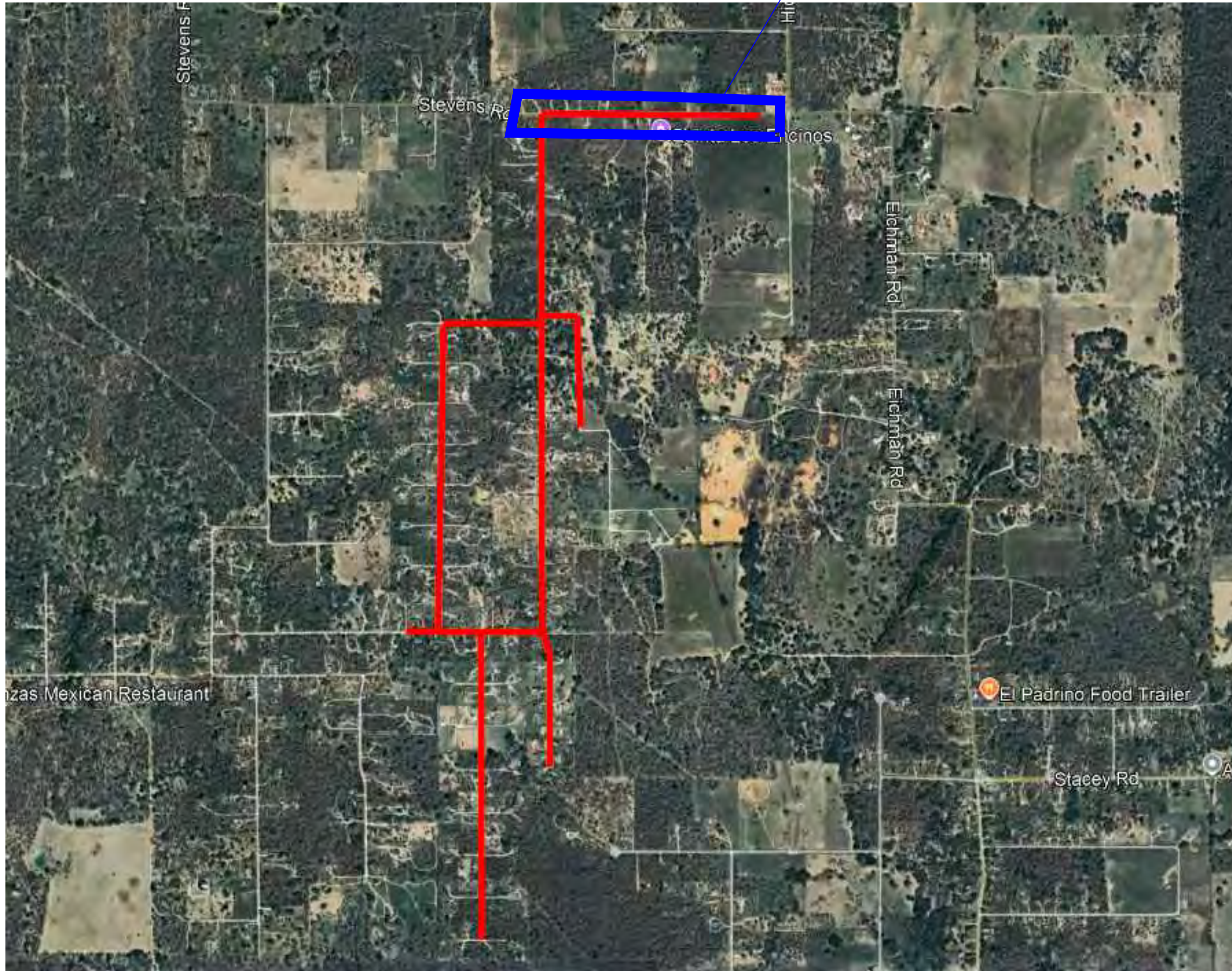
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY STEVENS RD - 5320504

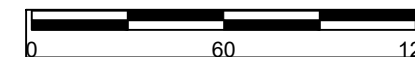
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|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: STEVENS RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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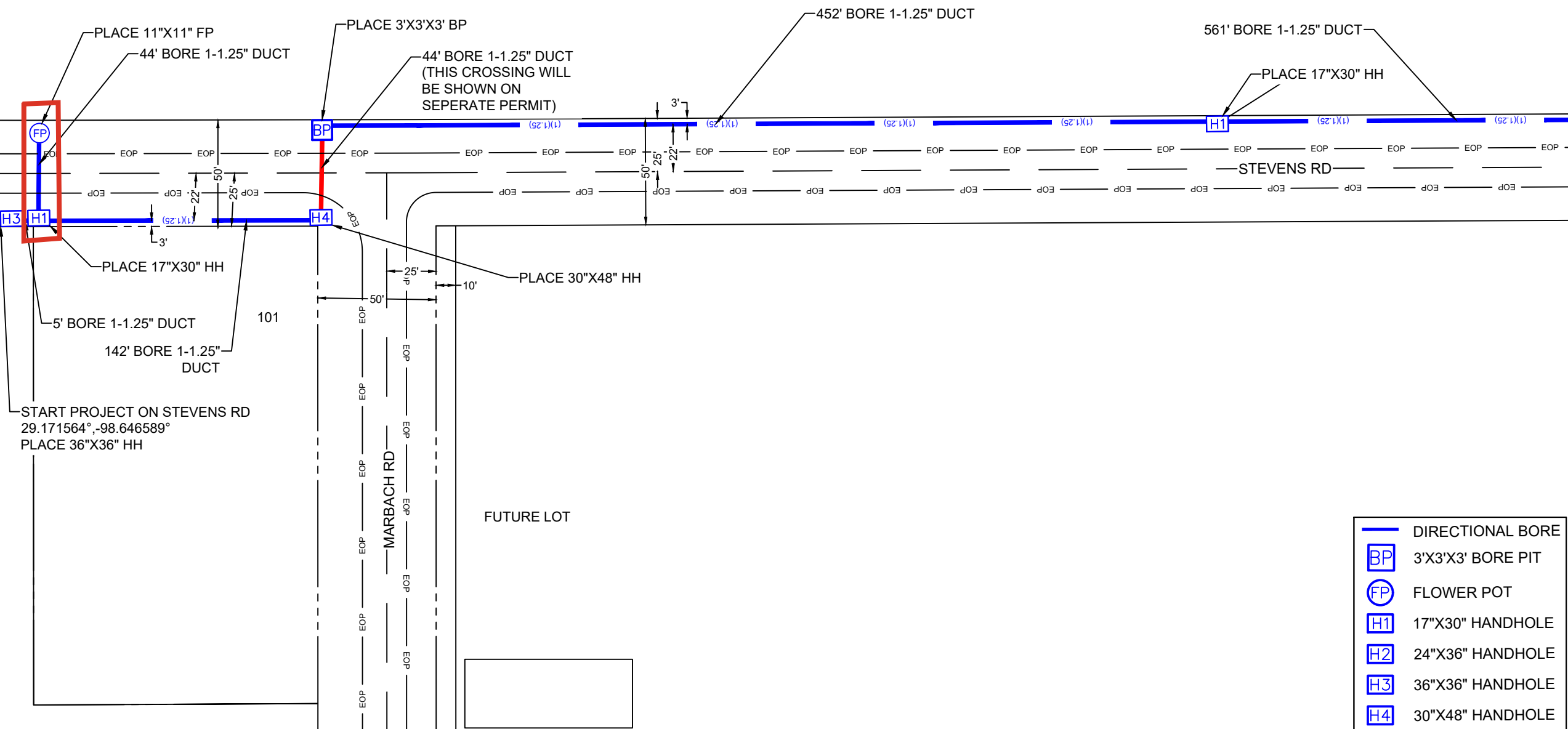


**ATASCOSA COUNTY
STEVENS RD - 5320504**

| | | |
|-------------------------|-----------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: STEVENS RD - 5320504.dwg |
| PAGE: 2 OF 8 | | |

623 UNIT 2

623 UNIT 3



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

SEE SHEETS 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

99 Woodcrest Dr, Somerset, TX 78069

29.15264, -98.64755

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

Joseph Eustace, 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:

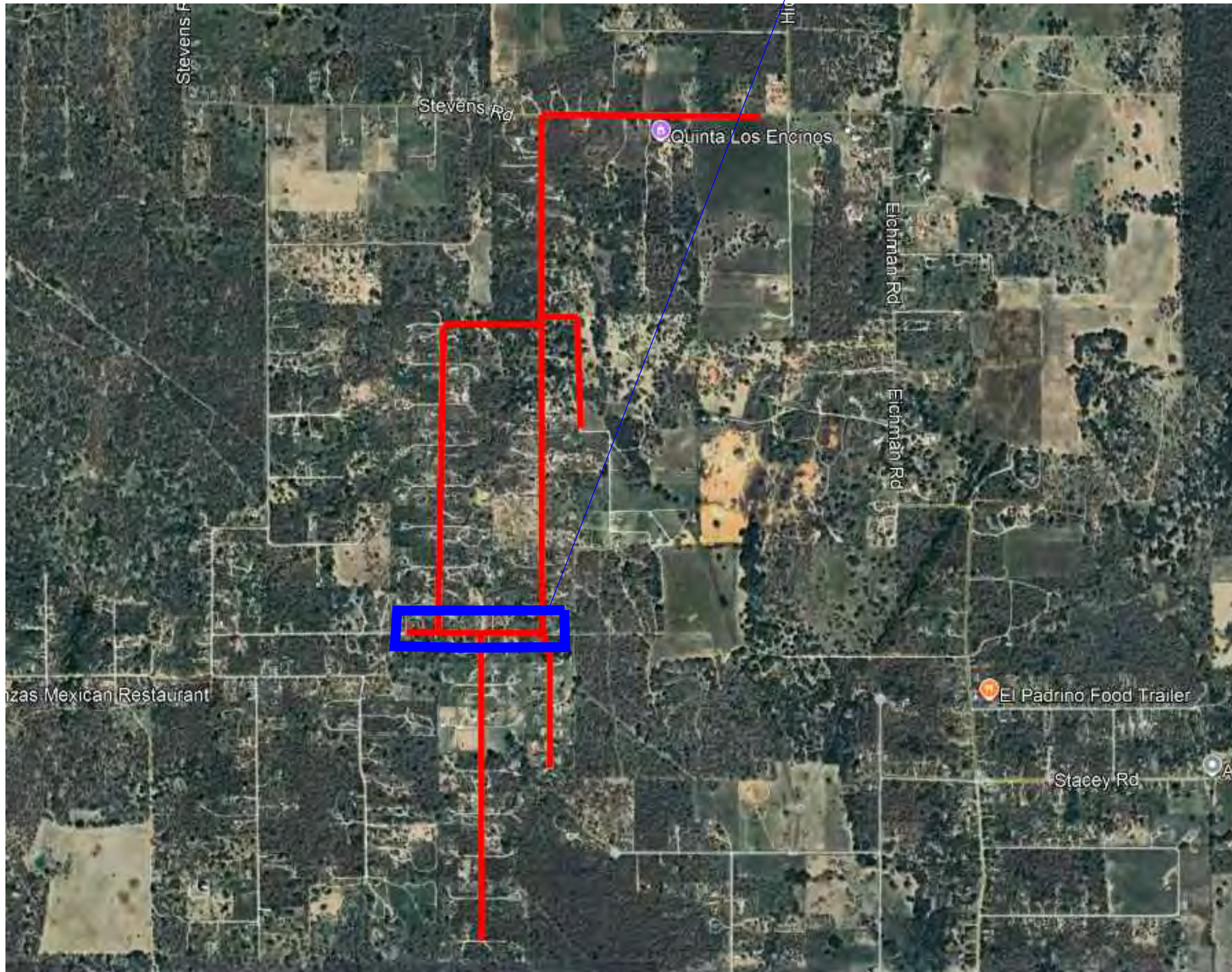
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA

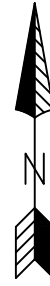


ATASCOSA COUNTY WOODCREST RD - 5320504

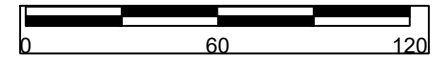
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: WOODCREST RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

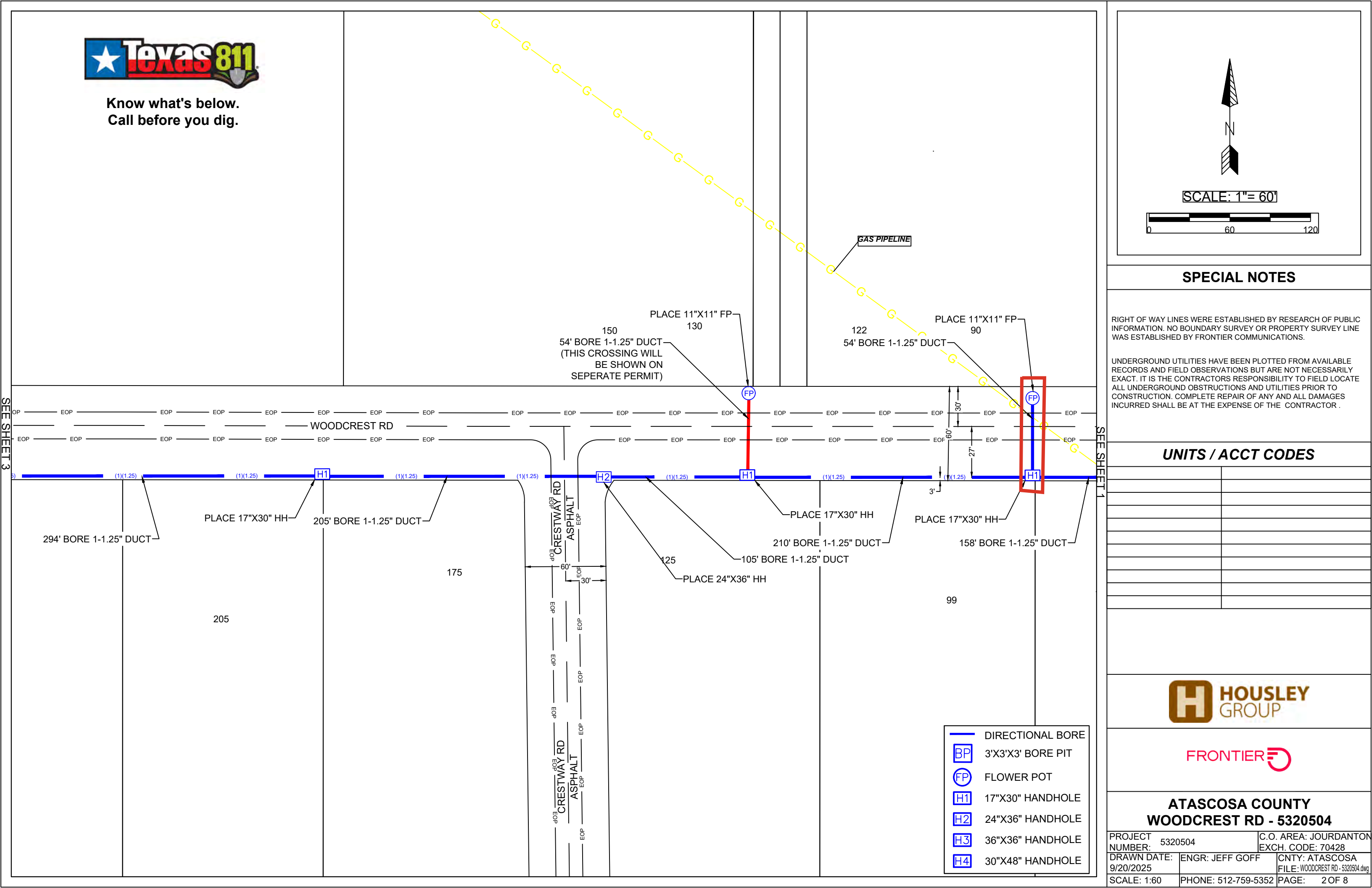


ATASCOSA COUNTY WOODCREST RD - 5320504

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| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| PAGE: 2 OF 8 | |

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

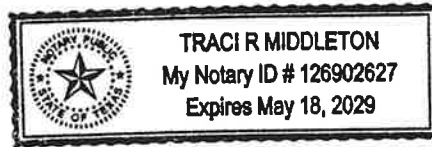
Company _____
By: Housley Group

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

95 Cresway, Somerset, TX 78069

29.15074, -98.64844

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

Joseph Eustace, 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. _____

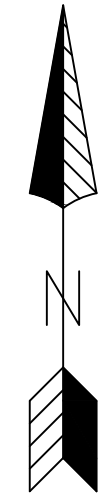
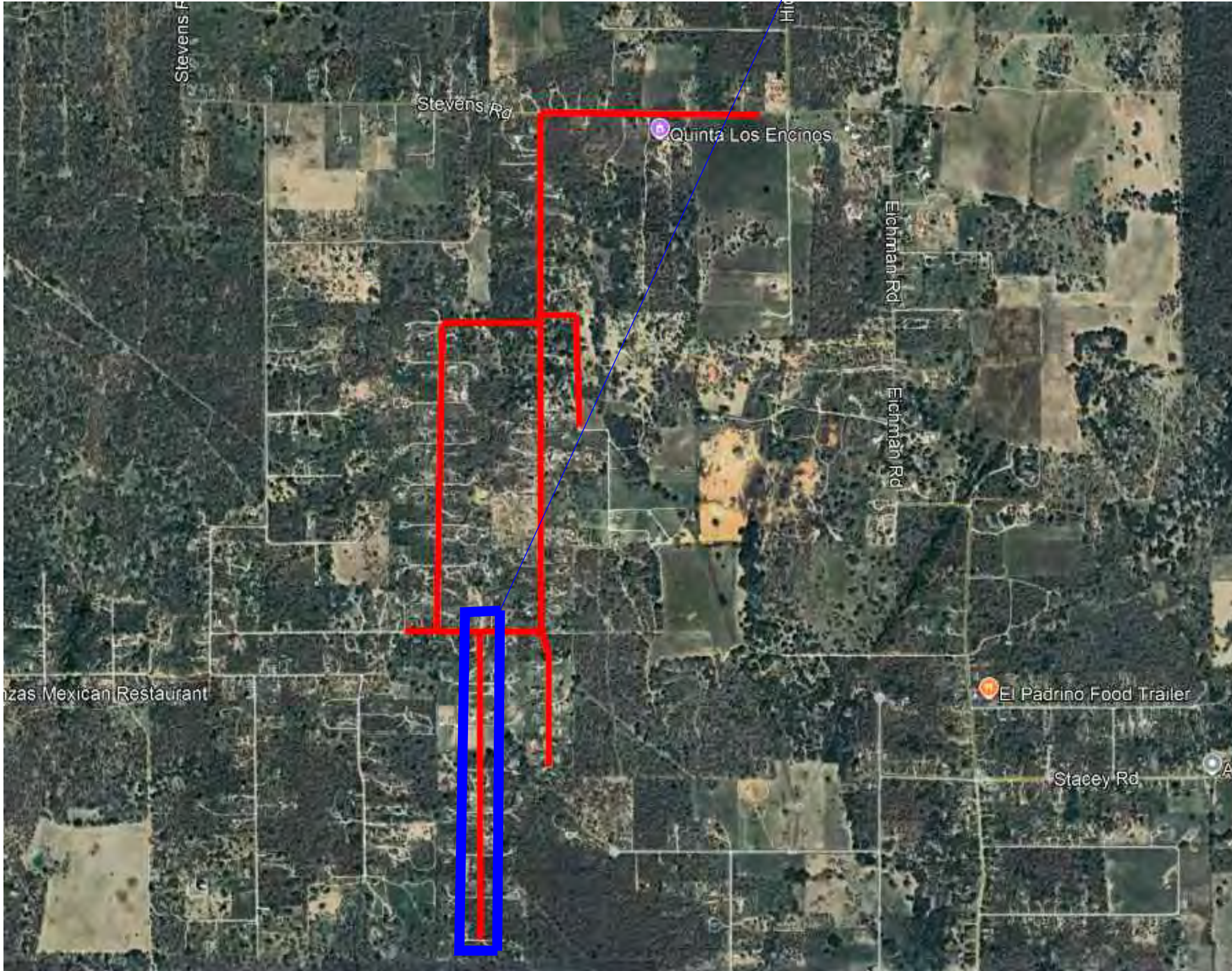
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

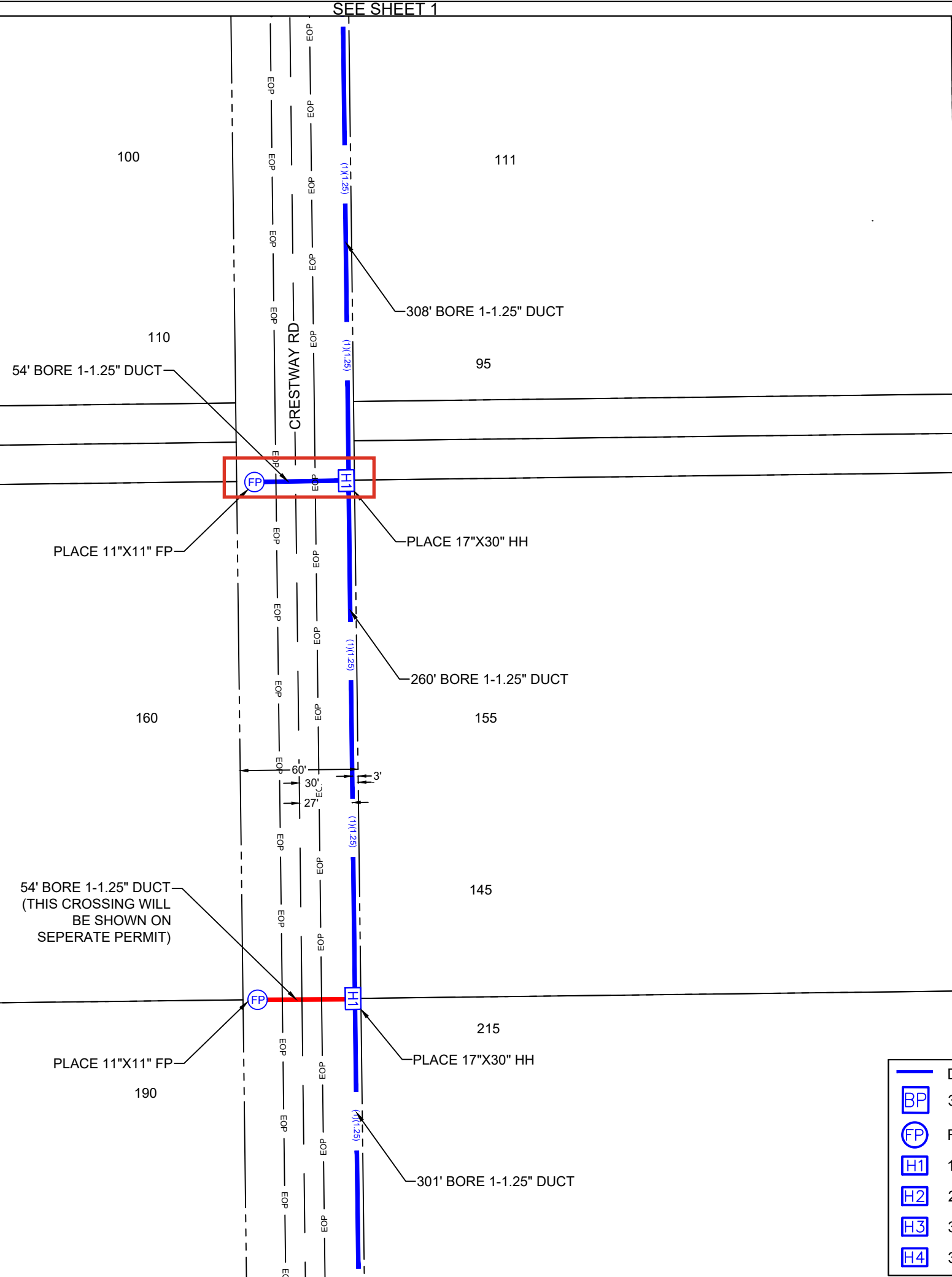


ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | | |
|-----------------|--------------|-------------|---------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | CRESTWAY RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 12 |



Know what's below.
Call before you dig.



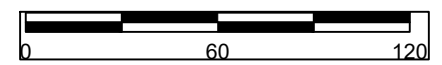
SEE SHEET 1

SEE SHEET 3

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



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | | |
|-------------------------|-----------------------|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: CRESTWAY RD - 5320504.dwg |
| PAGE: 2 | OF 12 | |

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 ____

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 _____

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared _____ 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 _____, 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 ____ day of _____, 20 ____, A.D.

Notary Public in and for _____
County, Texas
Commission expires: _____

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

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

By: _____ Weldon P. Cude, Atascosa County Judge

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



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

KNOW ALL MEN BY THESE PRESENTS:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

244 Marbach Rd, Somerset, TX 78069 29.16800, -98.64604

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

Joseph Eustace, 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. _____

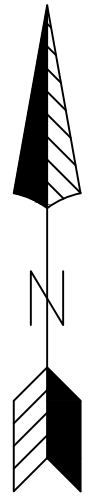
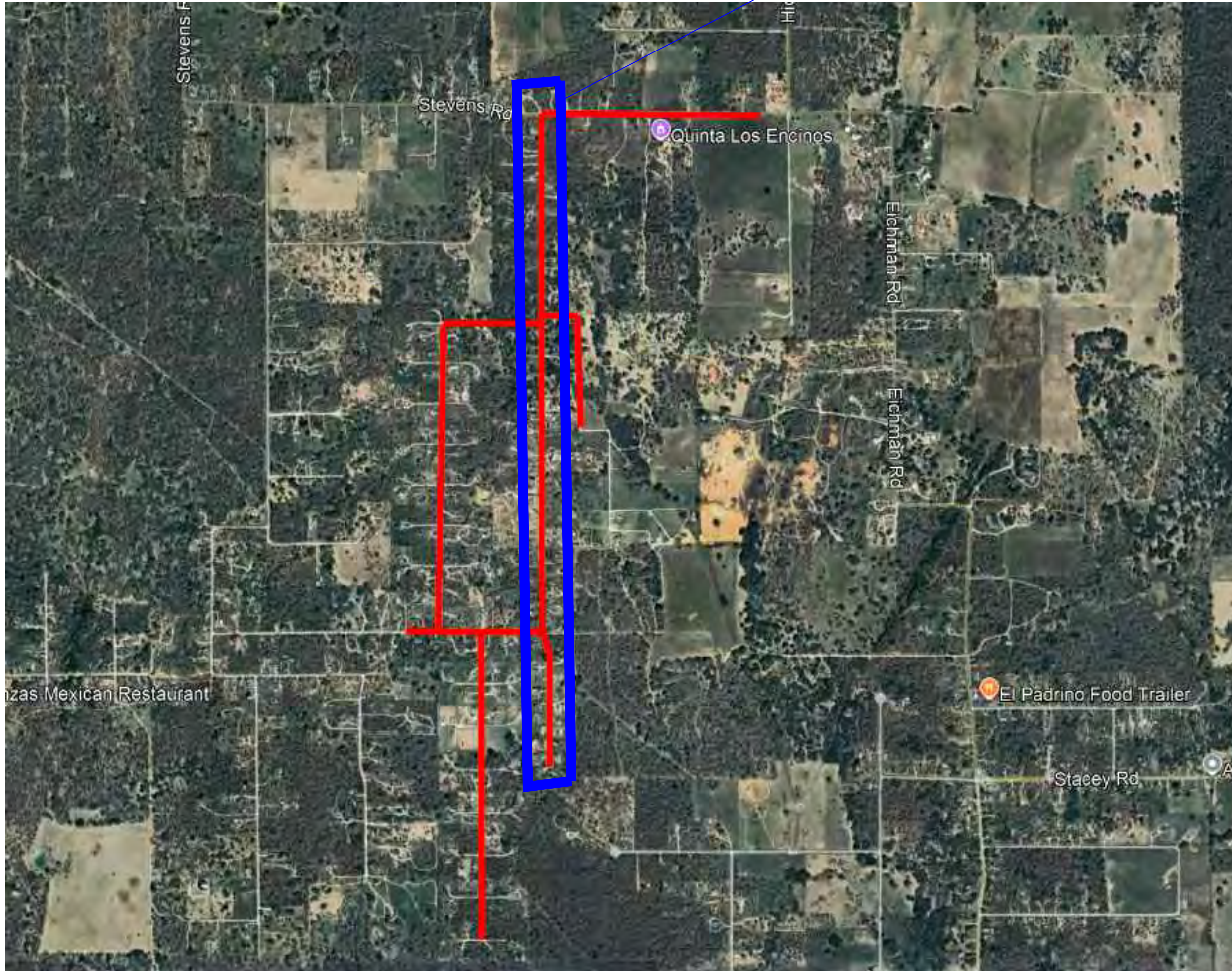
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |



Know what's below.
Call before you dig.

246
637' BORE 1-1.25" DUCT

181

54' BORE 1-1.25" DUCT

PLACE 30"X48" HH

PLACE 11"X11" FP

559' BORE 1-1.25" DUCT

248

MARBACH RD

FUTURE LOT

250

50'

25'

32'

3'

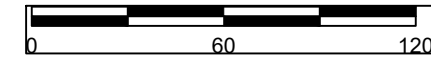
10'

SEE SHEET 4

- 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

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | | |
|-------------------------|-----------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 2 OF 8 | | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - 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:

920 Ranch Rd, Somerset, TX 78069

29.16409, -98.64771

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

Joseph Eustace, 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.
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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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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:

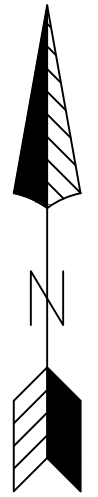
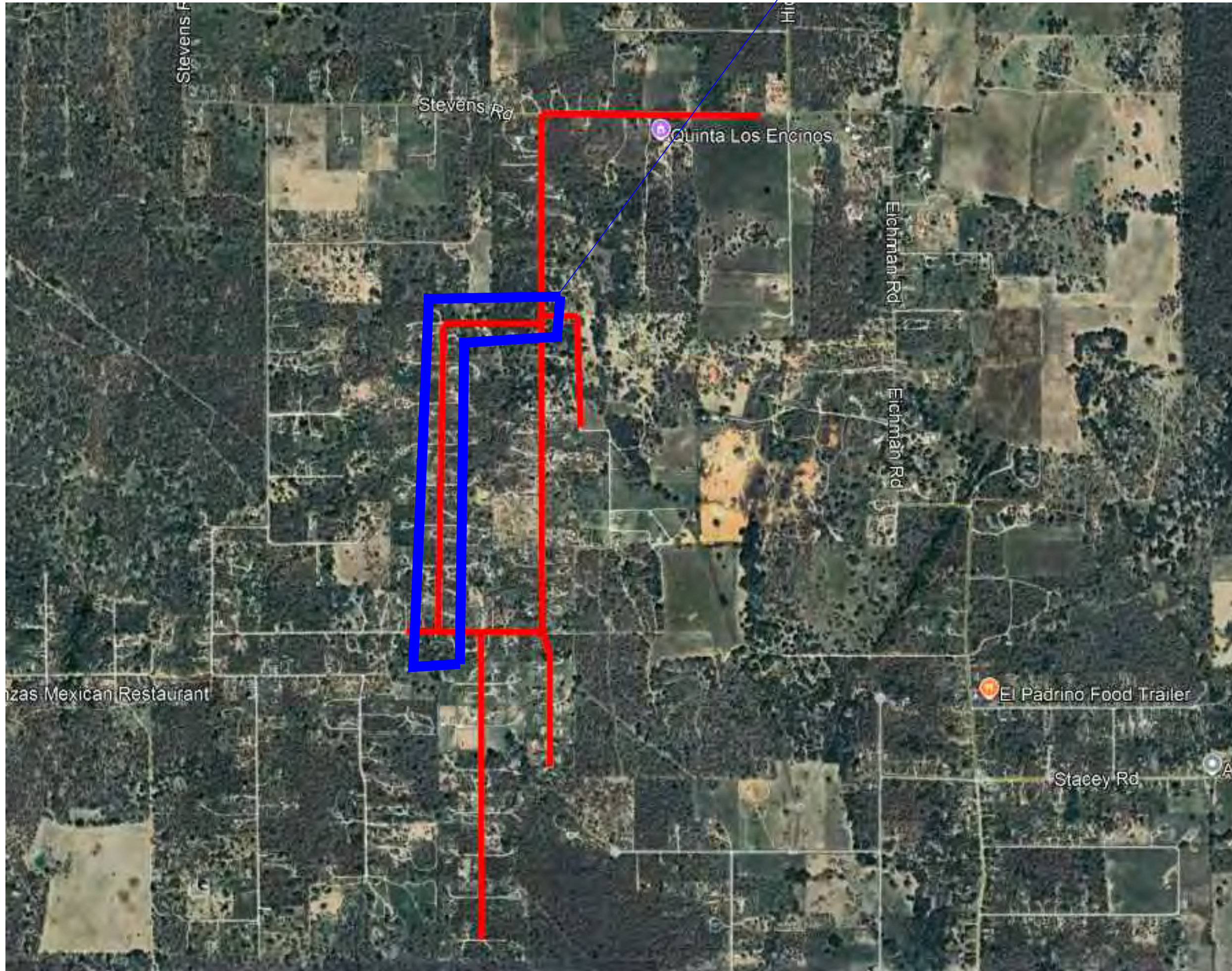
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA



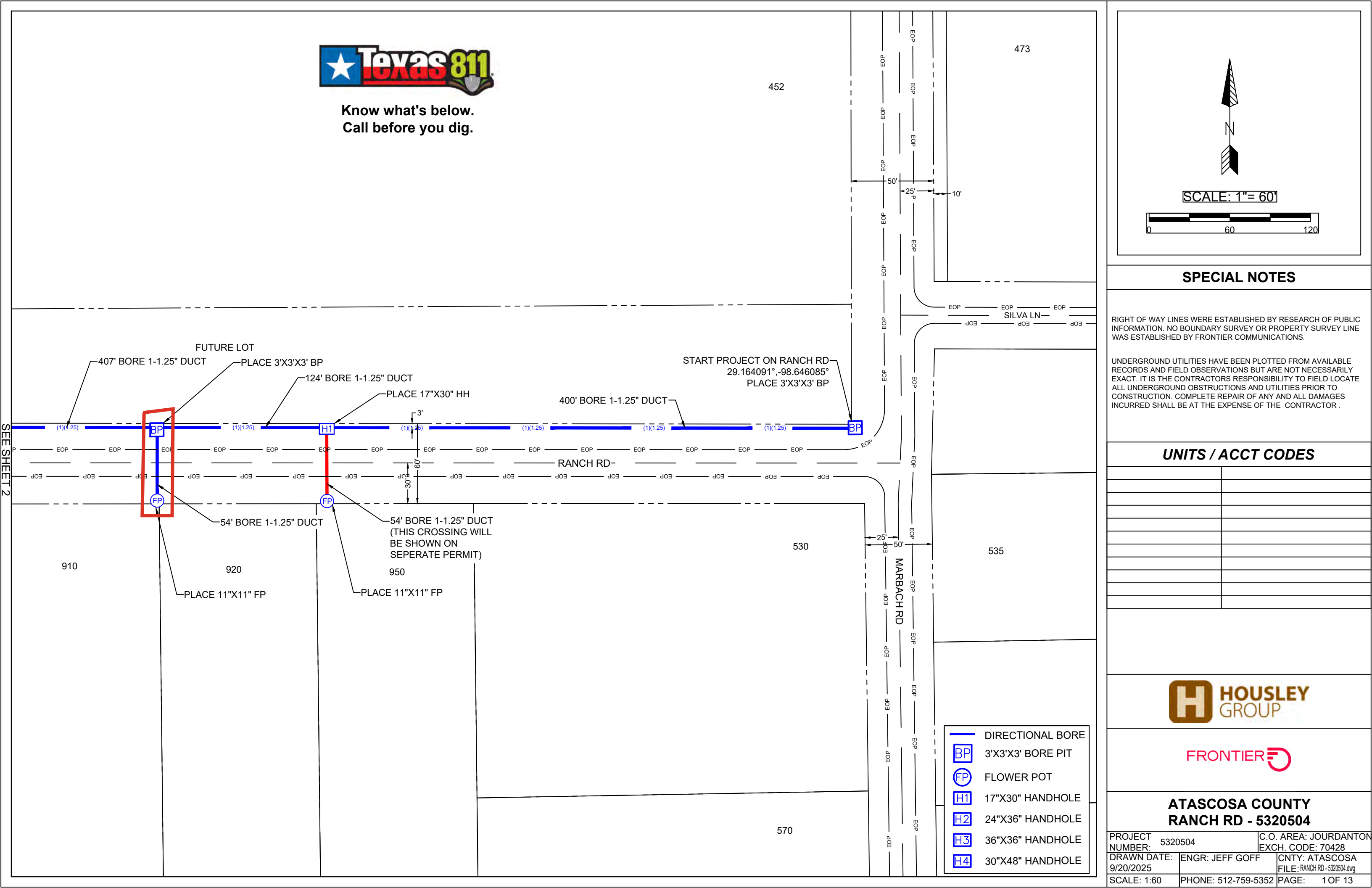
ATASCOSA COUNTY RANCH RD - 5320504

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|-------------------------|---|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 | OF 13 |

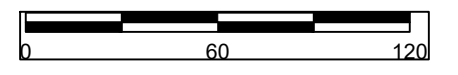


**Know what's below.
Call before you dig.**

SEE SHEET 2



SCALE: 1" = 60'



SPECIAL NOTES

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UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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

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

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

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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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

450 Marbach Rd, Somerset, TX 78069 29.17154, -98.64613

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

Joseph Eustace, 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. _____

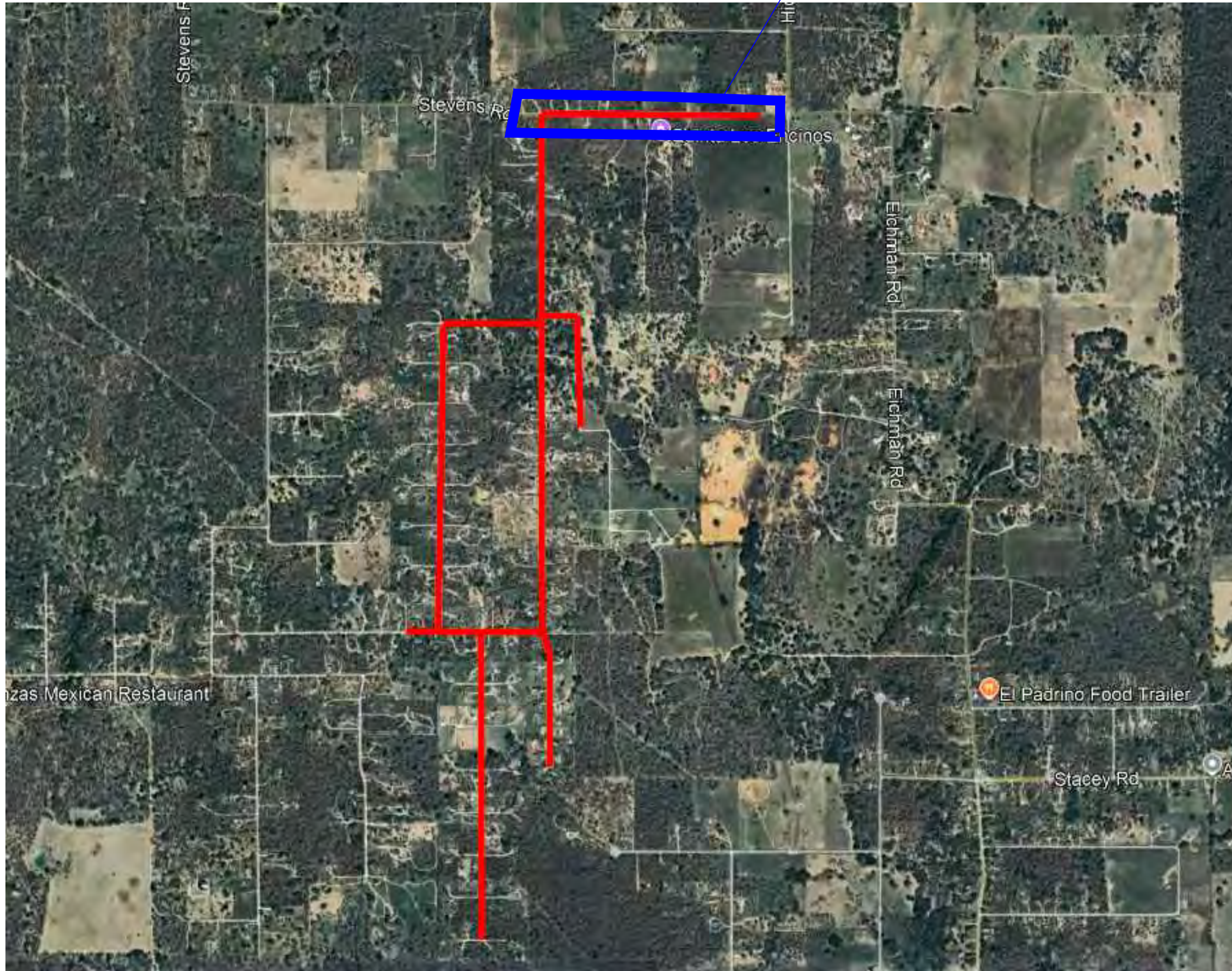
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

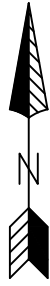


ATASCOSA COUNTY STEVENS RD - 5320504

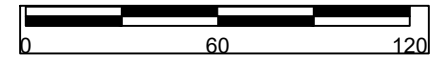
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|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | STEVENS RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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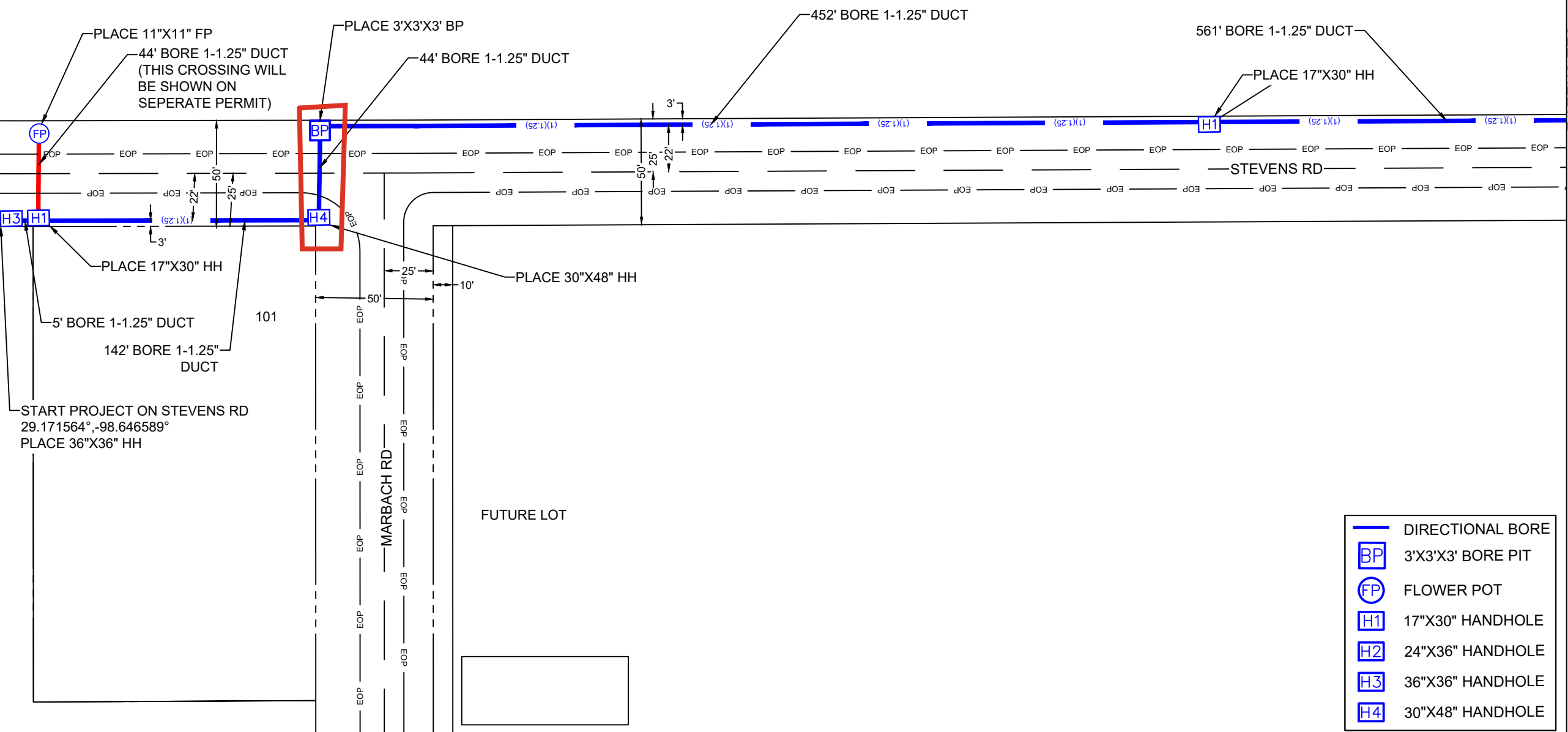


ATASCOSA COUNTY
STEVENS RD - 5320504

| | | |
|-------------------------|---|--|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: STEVENS RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 2 OF 8 |

623 UNIT 2

623 UNIT 3



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

SEE SHEETS 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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

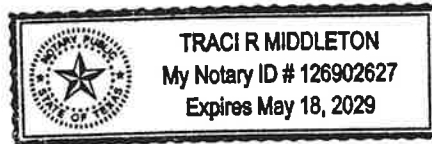
Company _____
By: Housley Group

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

125 Woodcrest Dr, Somerset, TX 78069 29.15262, -98.64807

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

Joseph Eustace, 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. _____

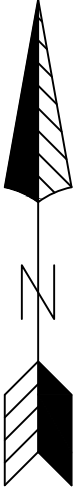
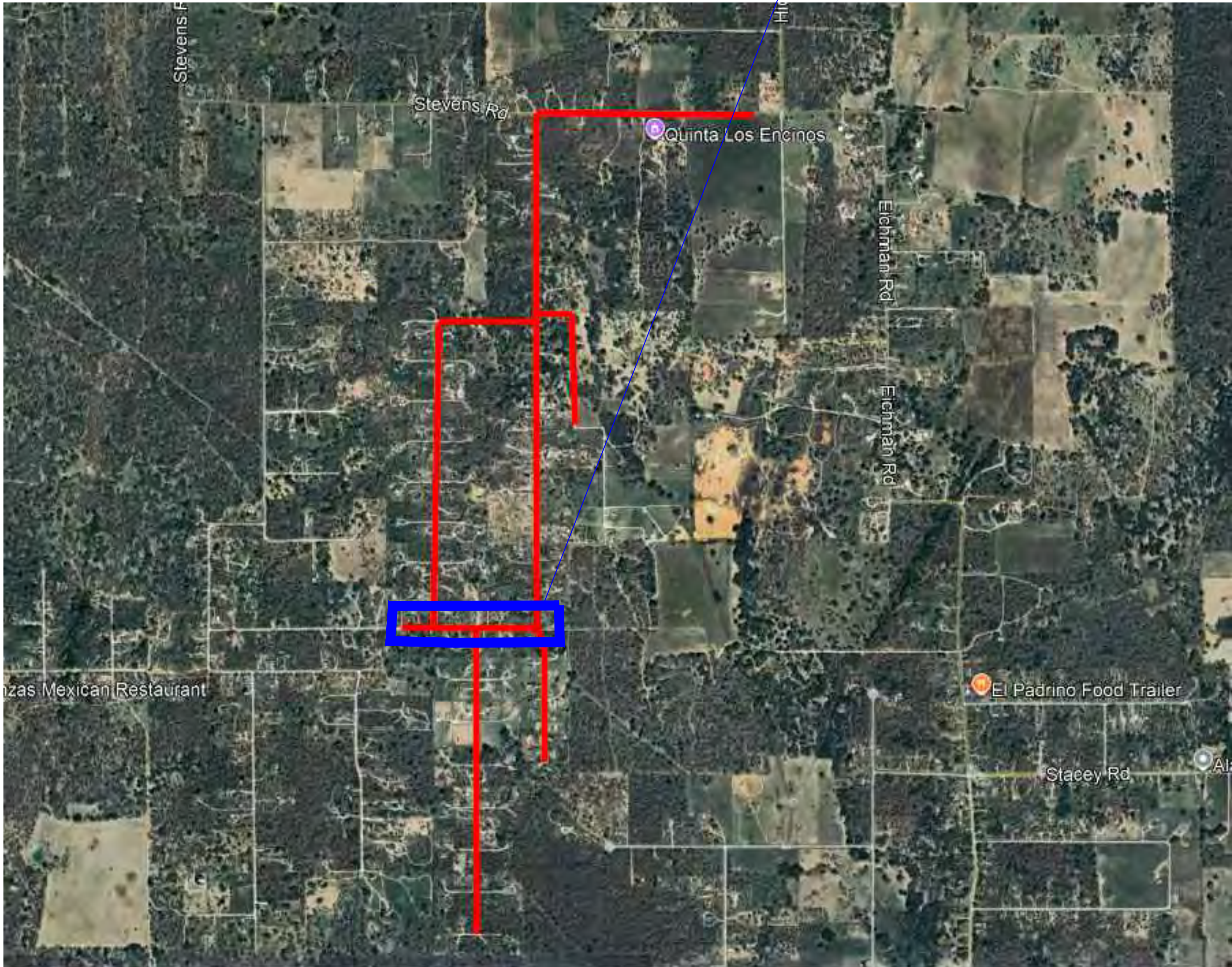
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

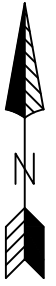


ATASCOSA COUNTY WOODCREST RD - 5320504

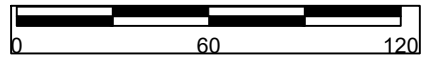
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: WOODCREST RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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UNITS / ACCT CODES

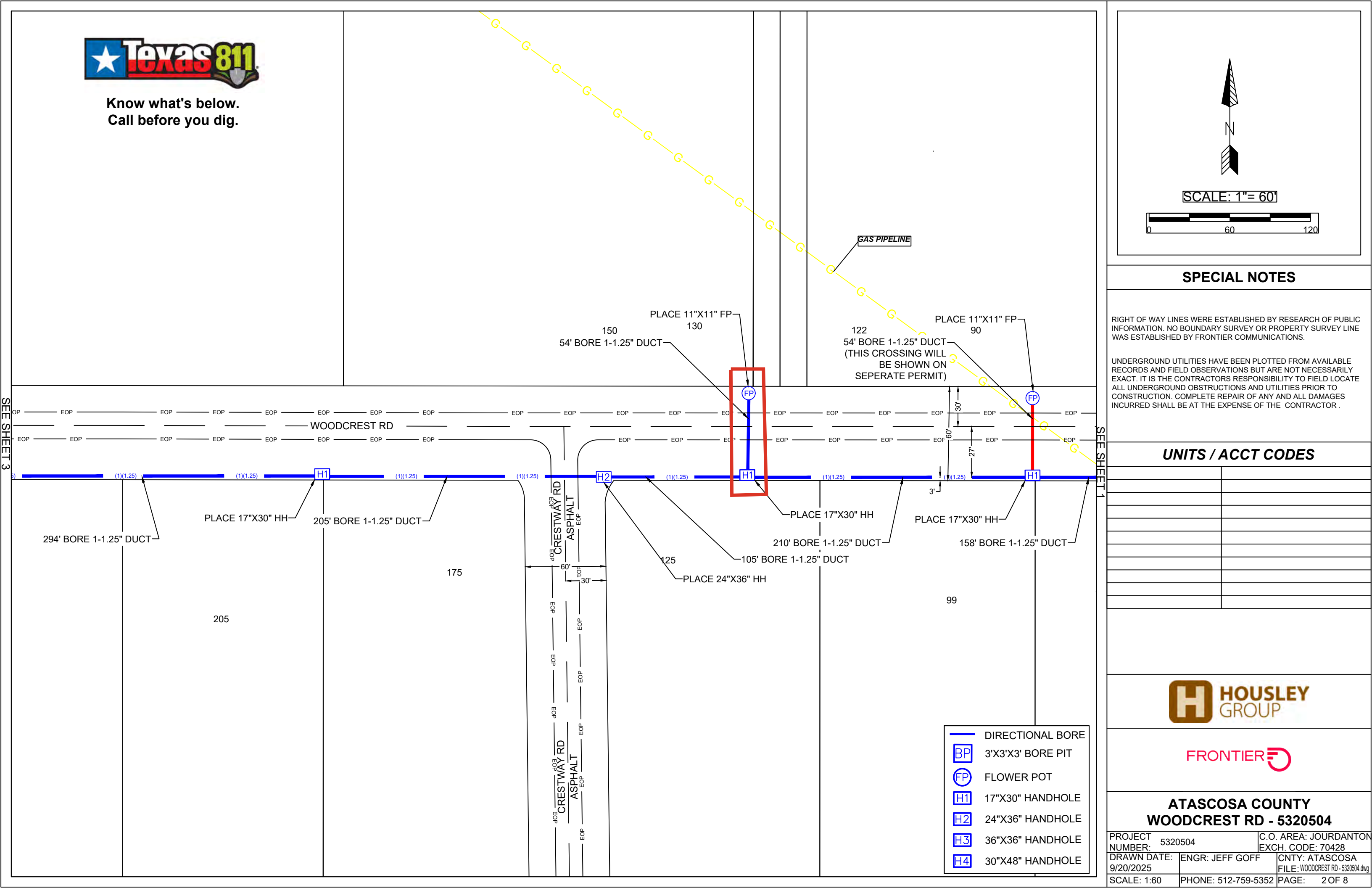


ATASCOSA COUNTY WOODCREST RD - 5320504

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|-----------------|-----------|------------|----------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
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| SCALE: | 1:60 | CNTY: | ATASCOSA |
| | | PHONE: | 512-759-5352 |
| | | FILE: | WOODCREST RD - 5320504.dwg |
| | | PAGE: | 2 OF 8 |

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

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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.

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

145 Crestway, Somerset, TX 78069 29.15002, -98.64841

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

Joseph Eustace, 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. _____

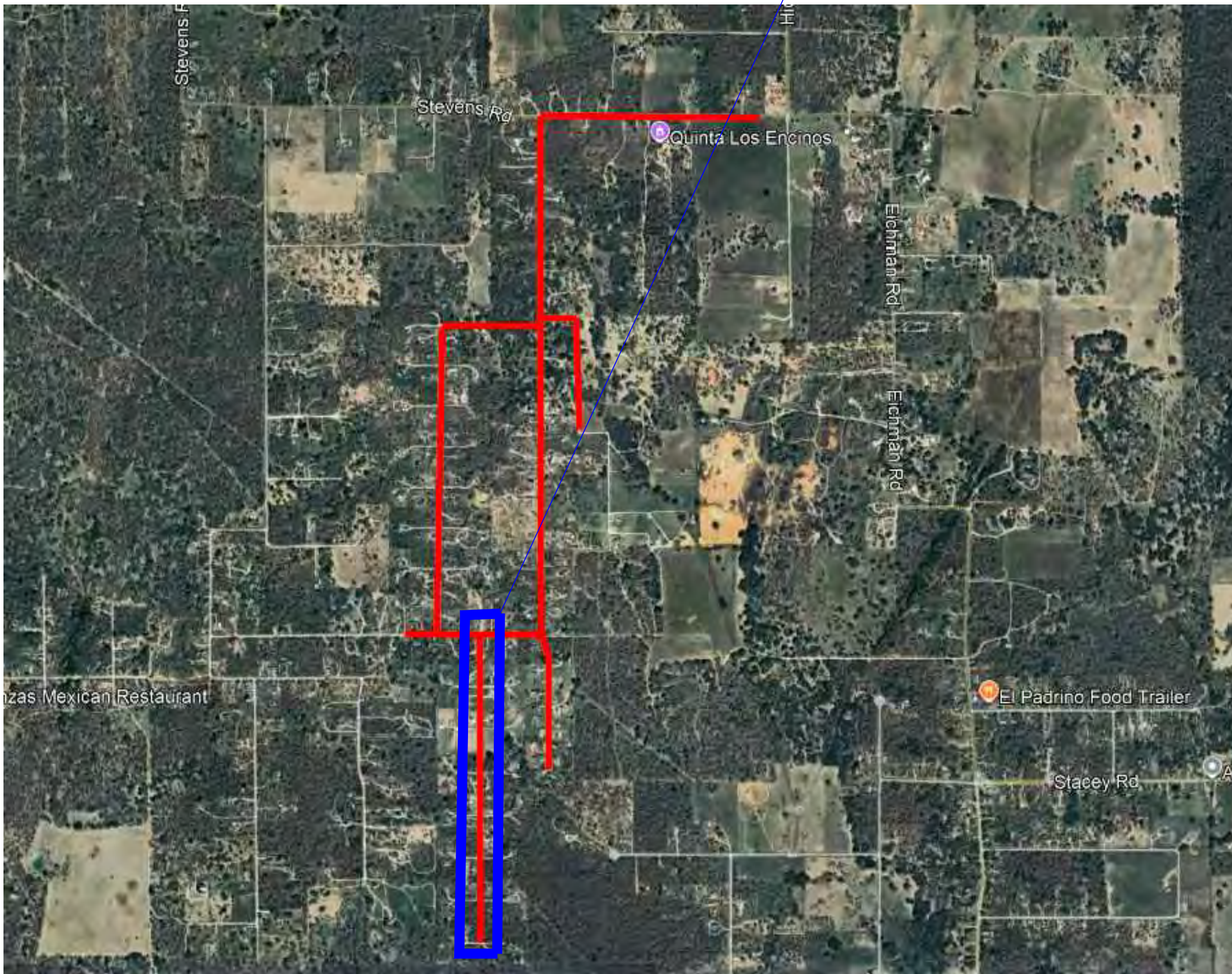
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



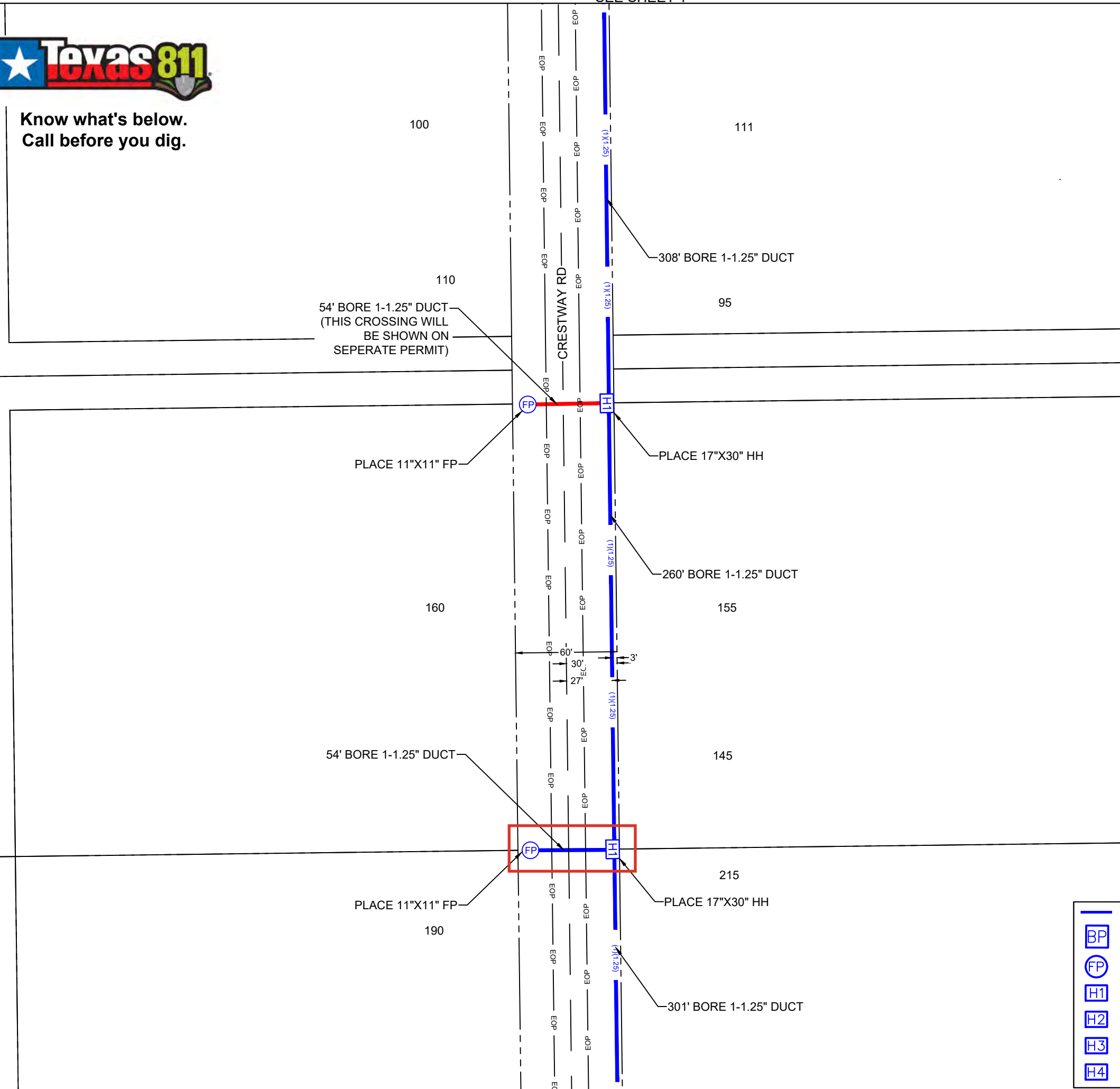
**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

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|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| PAGE: 1 OF 12 | | |



Know what's below.
Call before you dig.

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

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | |
|-------------------------|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| PAGE: 2 OF 12 | FILE: CRESTWAY RD - 5320504.dwg |

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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

351 Marbach Rd, Somerset, TX 78069 29.16606, -98.64590

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

Joseph Eustace, 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. _____

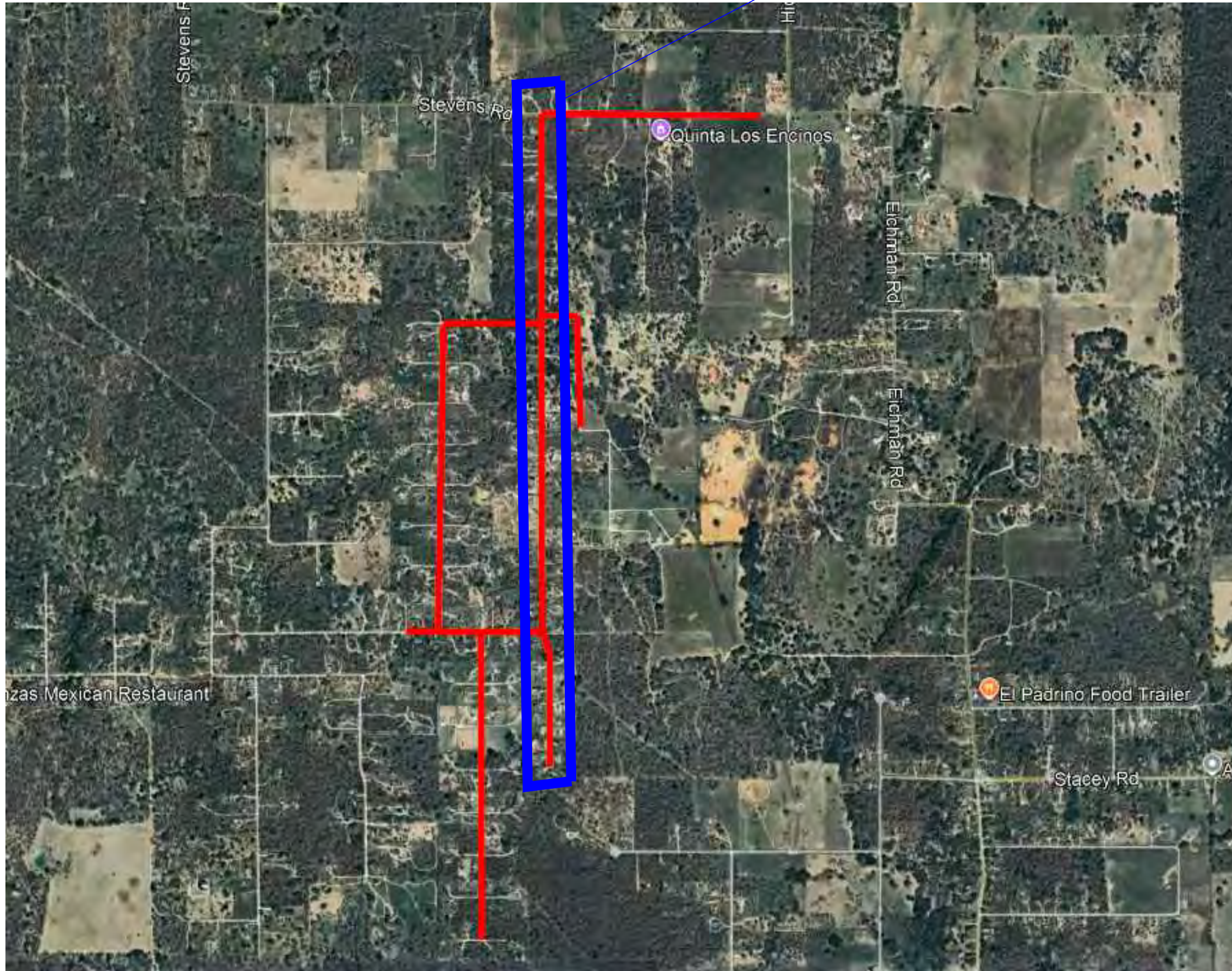
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



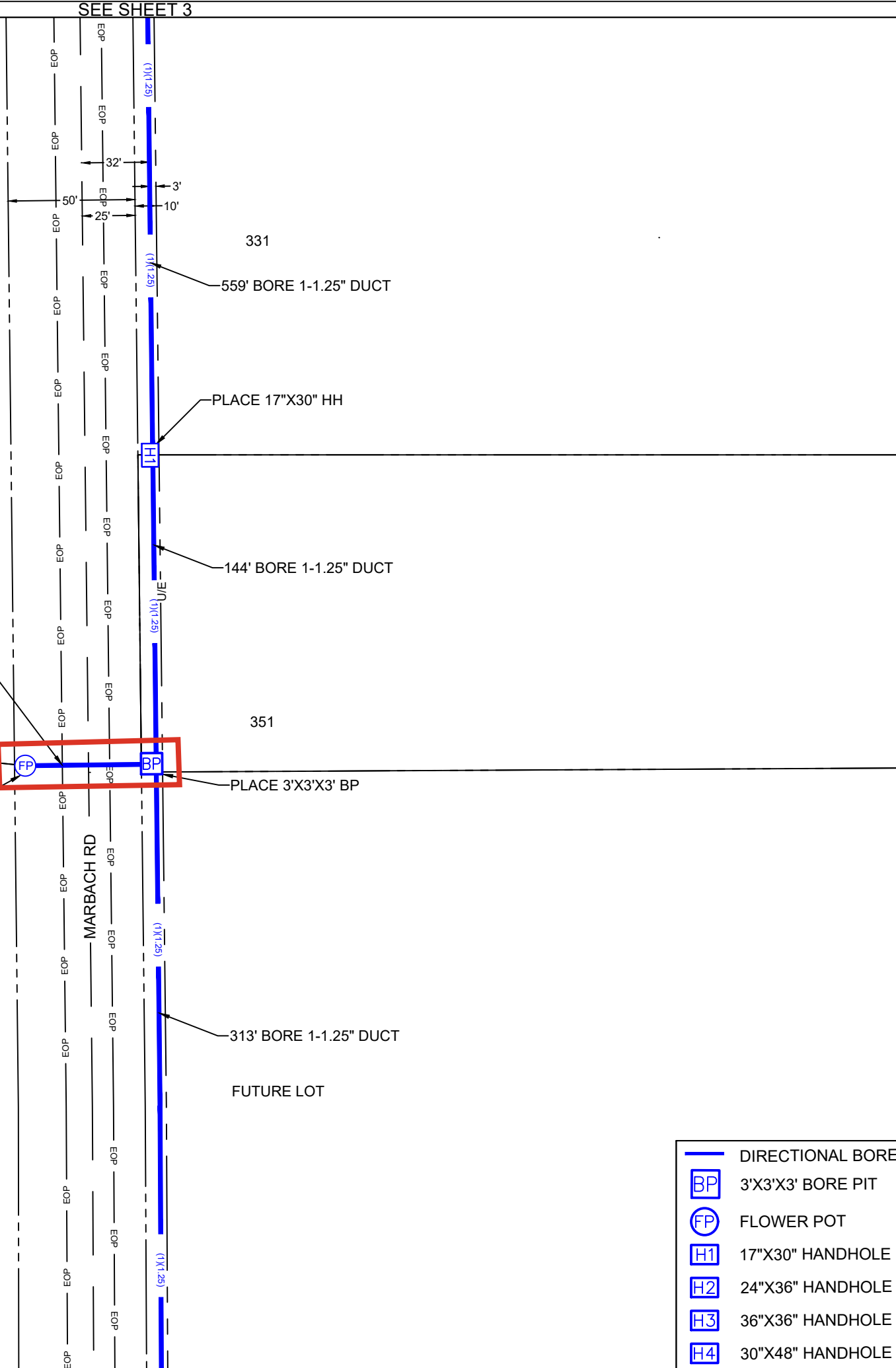
ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |



Know what's below.
Call before you dig.

FUTURE LOT



SEE SHEET 3

SEE SHEET 5

SCALE: 1" = 60'

SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|--------------------------------|---|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |

- 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

Ranch Rd - 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

825 Ranch Rd, Somerset, TX 78069

29.16410, -98.64897

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

Joseph Eustace, 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. _____

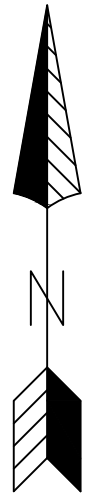
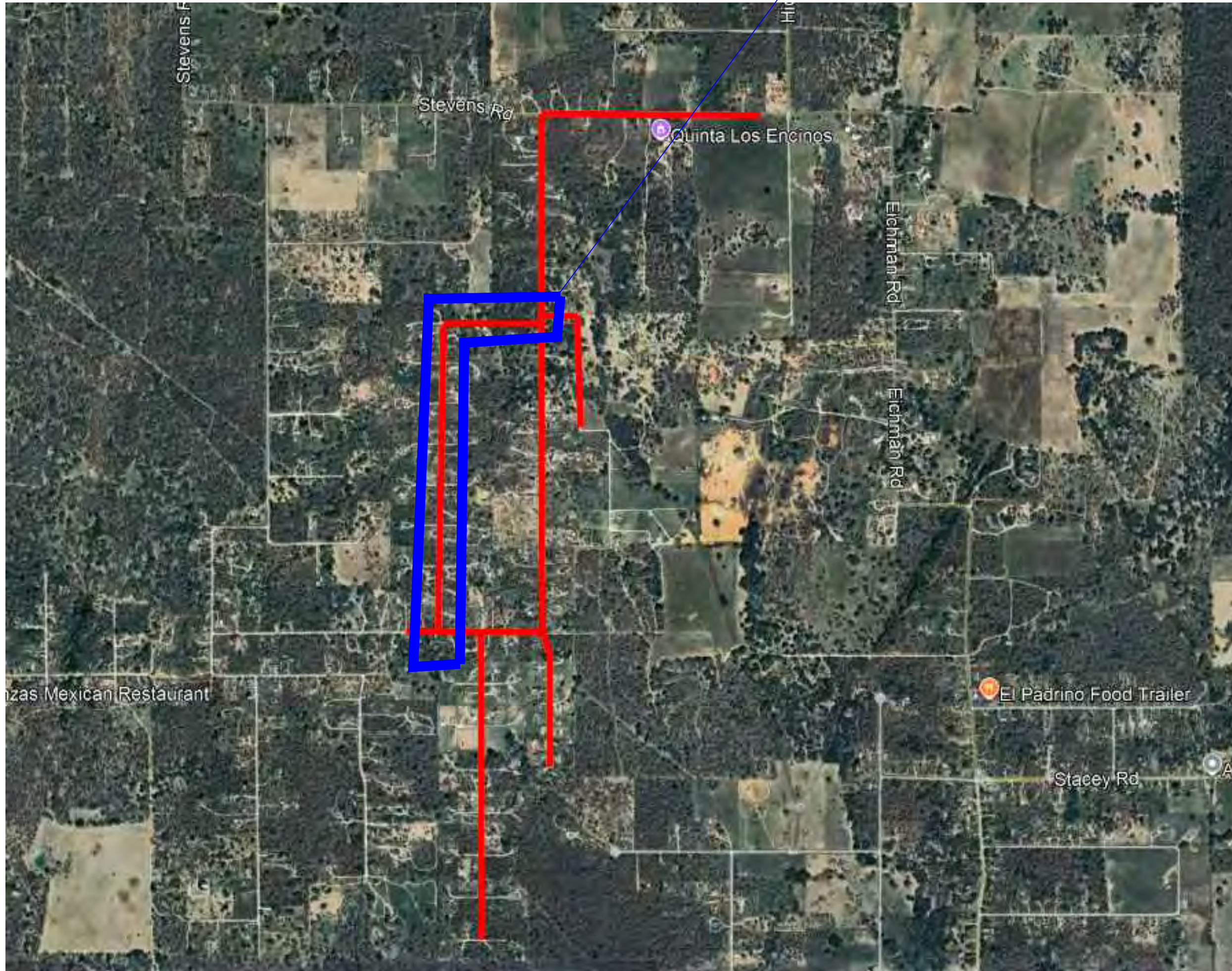
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

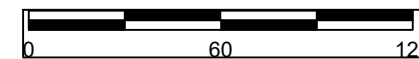
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|-------------------------|---|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



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.

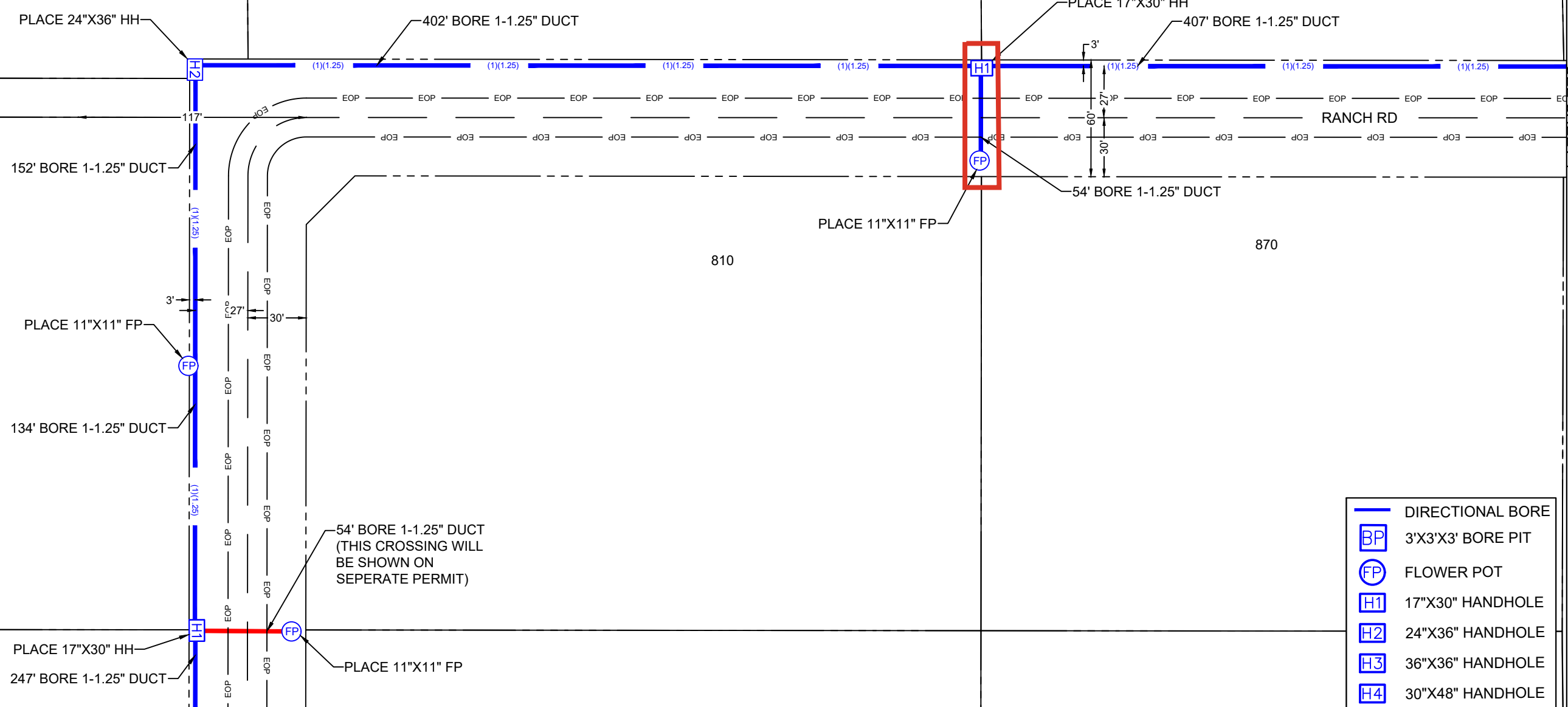
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UNITS / ACCT CODES



**ATASCOSA COUNTY
RANCH RD - 5320504**

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| | PAGE: 2 OF 13 |



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

SEE SHEET 3

SEESHEET 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.

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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.

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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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

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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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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.

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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.

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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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

680 Stevens Rd, Somerset, TX 78069 29.17169, -98.64287

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

Joseph Eustace, 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. _____

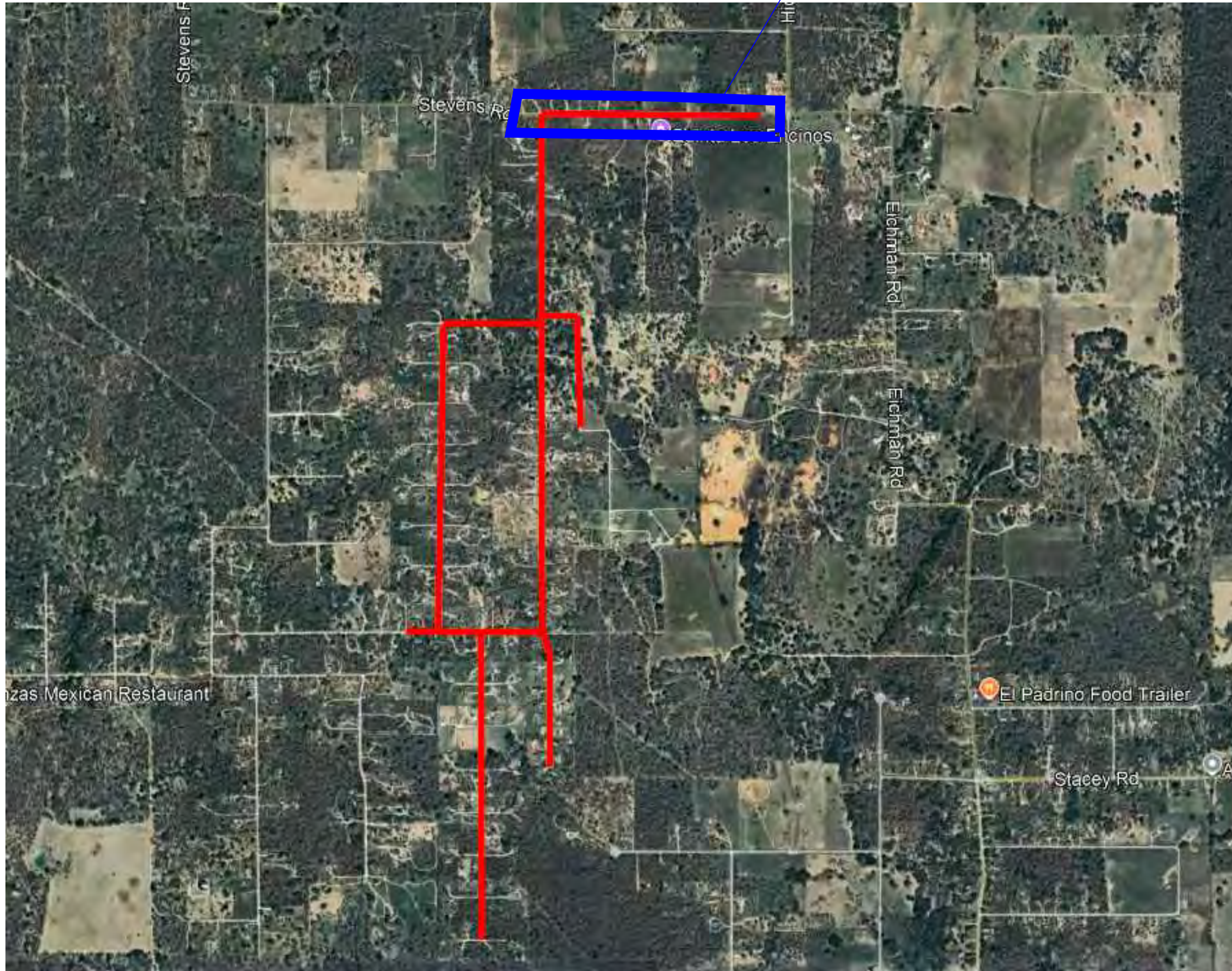
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY STEVENS RD - 5320504

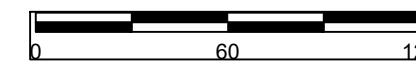
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|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: STEVENS RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
STEVENS RD - 5320504**

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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF CNTY: ATASCOSA FILE: STEVENS RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| PAGE: 3 OF 8 | |

SEE SHEET 1

SEE SHEET 3

680

662

561' BORE 1-1.25" DUCT

PLACE 17"X30" HH

44' BORE 1-1.25" DUCT

STEVENS RD

PLACE 3'X3'X3' BP

170' BORE 1-1.25" DUCT

671

PLACE 17"X30" HH

251' BORE 1-1.25" DUCT

661

565

- 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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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\$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:

39 Ranch Rd, Somerset, TX 78069

29.15278, -98.65091

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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

Joseph Eustace, 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. _____

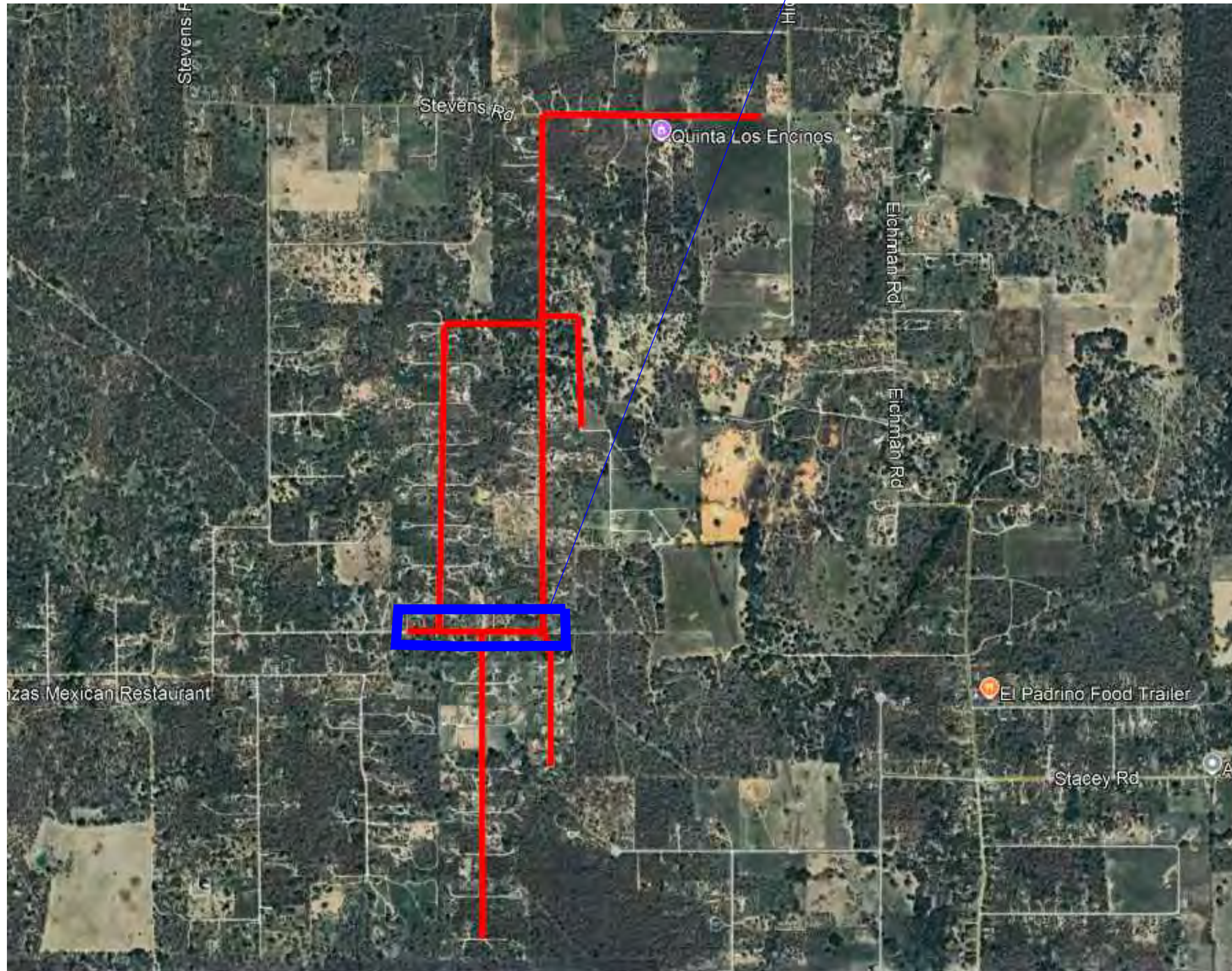
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

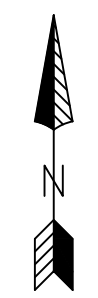


**ATASCOSA COUNTY
WOODCREST RD - 5320504**

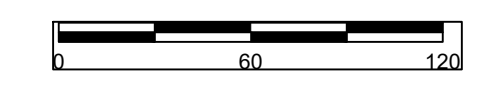
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: WOODCREST RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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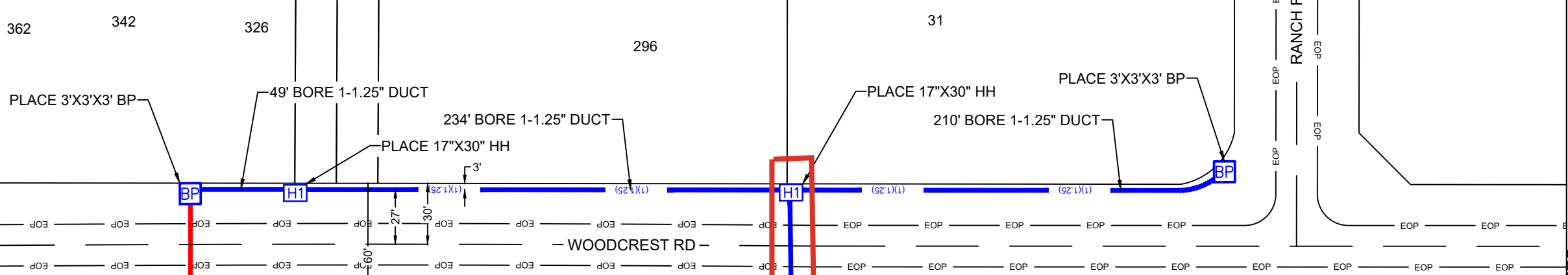
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ATASCOSA COUNTY WOODCREST RD - 5320504

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

SHEETS 2

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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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.

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

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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.

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

255 Crestway, Somerset, TX 78069 29.14919, -98.64838

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

Joseph Eustace 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. _____

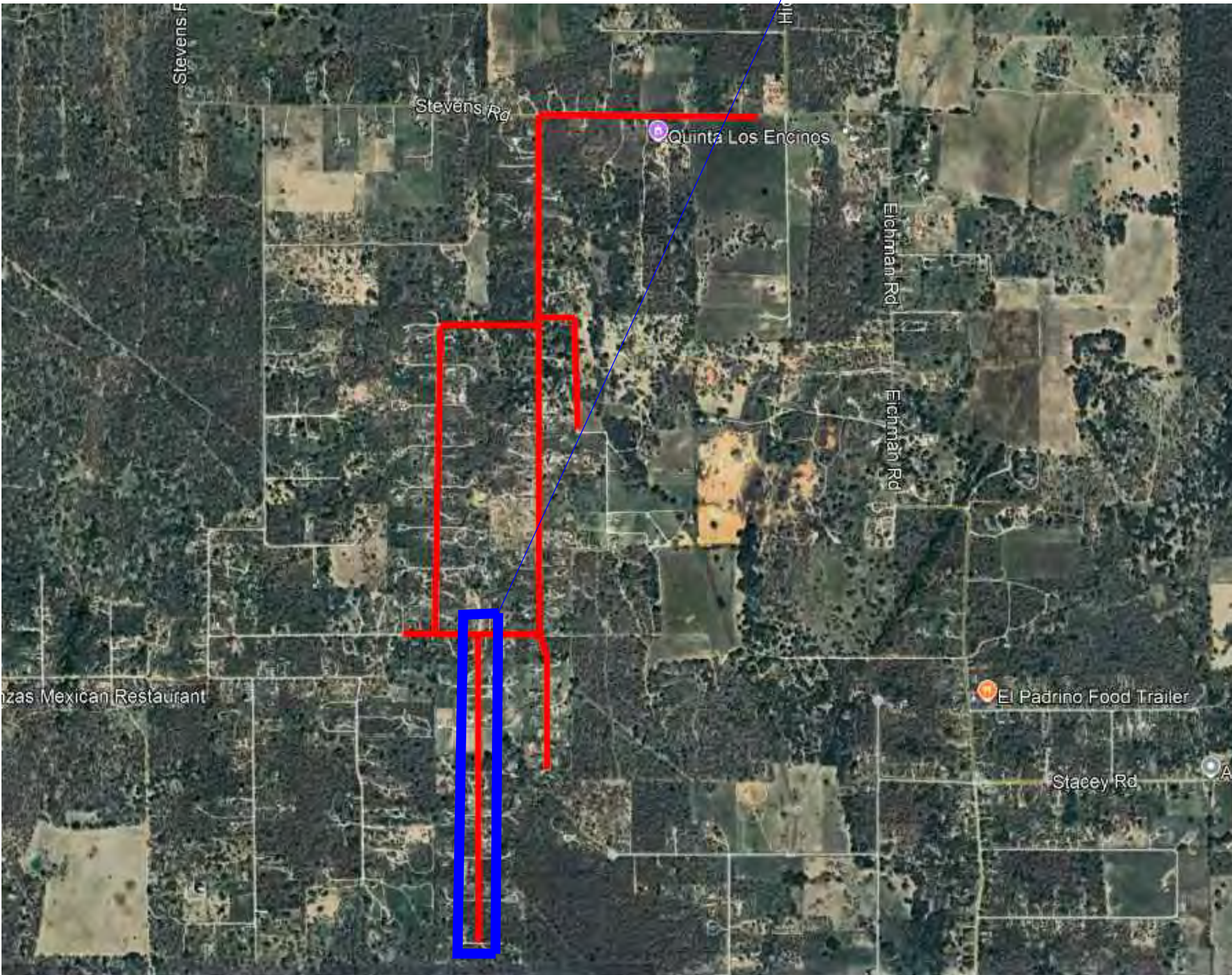
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |



Know what's below.
Call before you dig.

54' BORE 1-1.25" DUCT

200

225

301' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 17"X30" HH

255

270

258' BORE 1-1.25" DUCT

260

FUTURE LOT

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

PLACE 24"X36" HH

PLACE 11"X11" FP

302' BORE 1-1.25" DUCT

FUTURE LOT

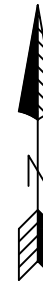
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SEE SHEET 2

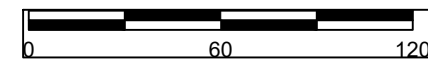
SEE SHEET 4

CRESTWAY RD

- 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

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | | |
|-------------------------|-----------------------|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: CRESTWAY RD - 5320504.dwg |
| PAGE: 3 OF 12 | | |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

473 Marbach Rd, Somerset, TX 78069 29.16605, -98.64589

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

Joseph Eustace, 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. _____

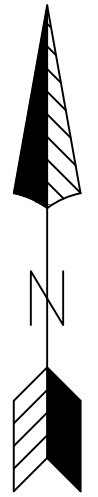
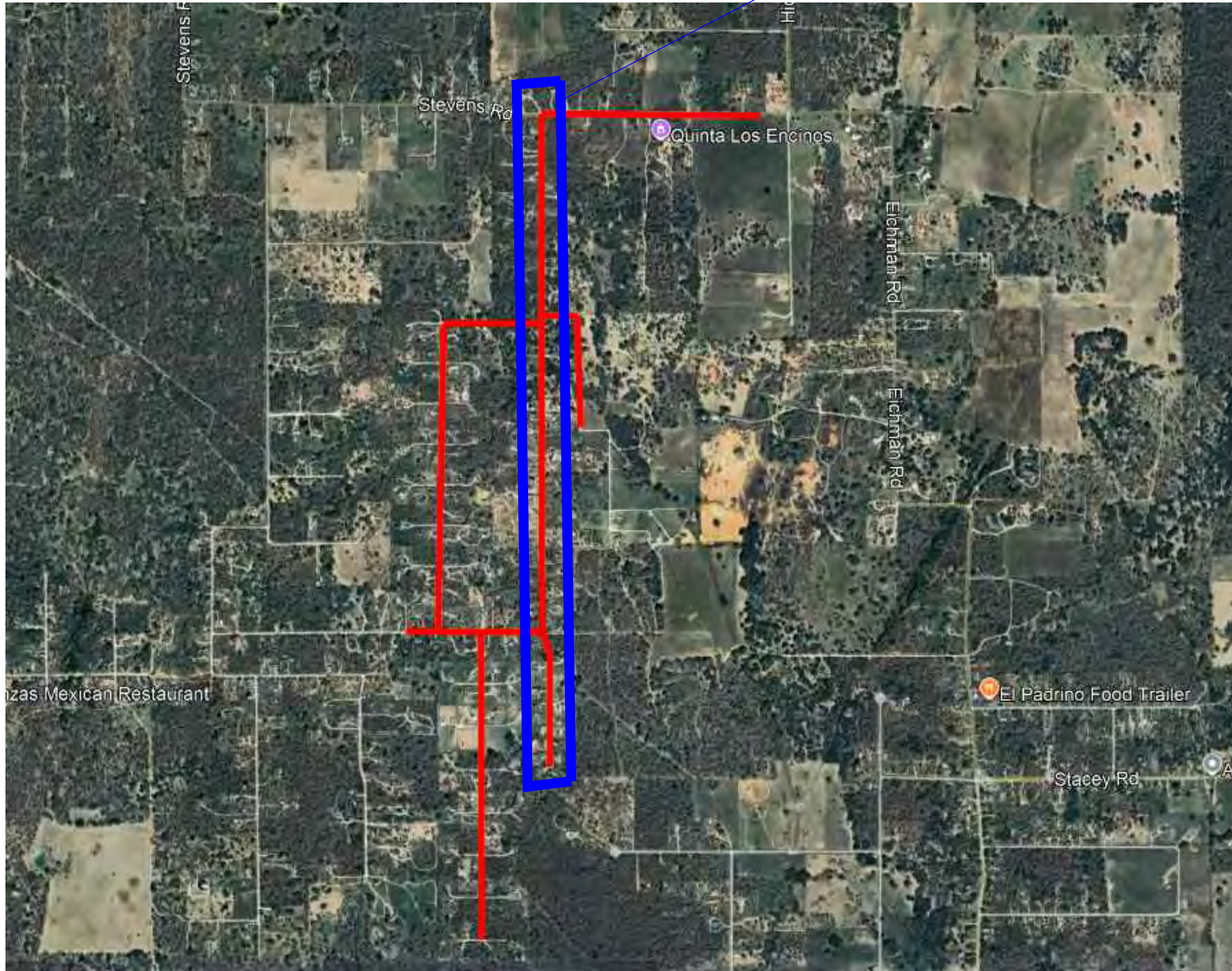
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

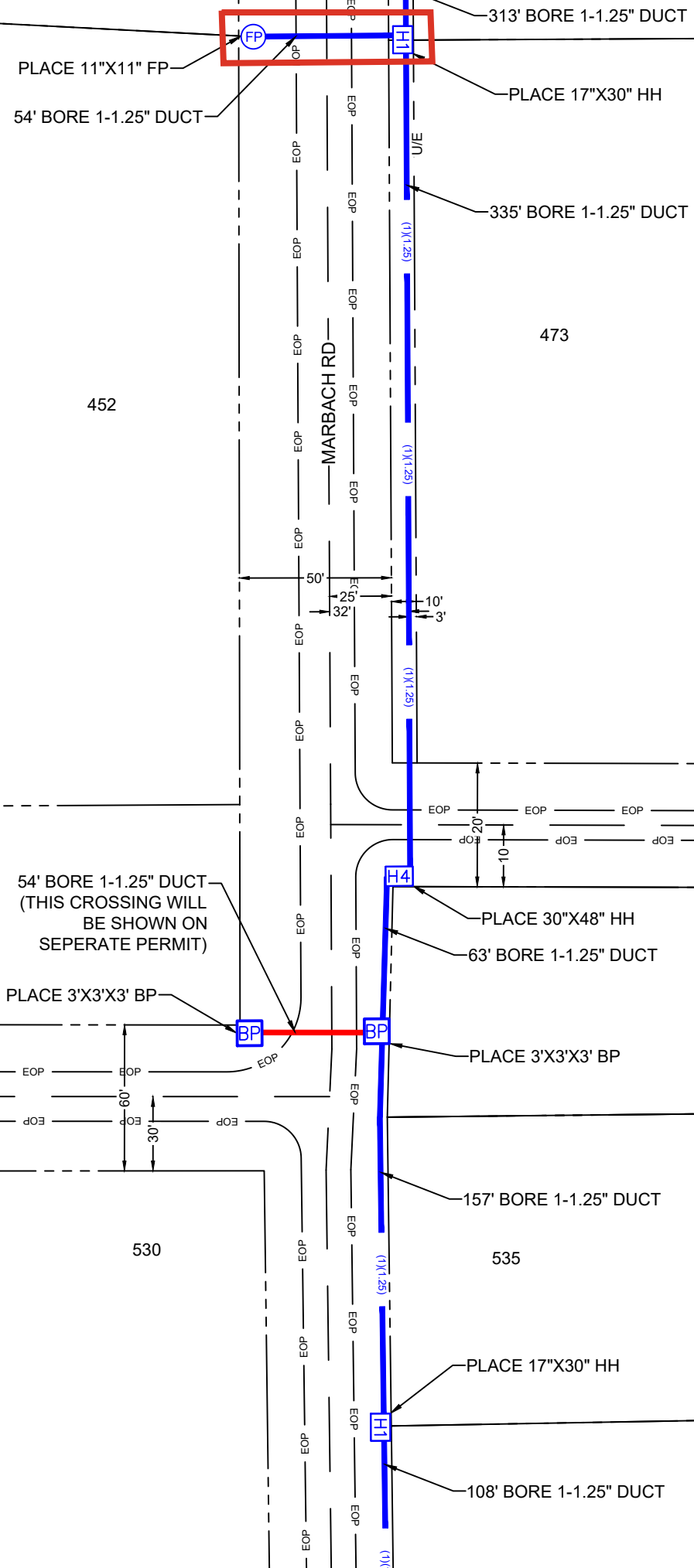


ATASCOSA COUNTY MARBACH RD - 5320504

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| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |

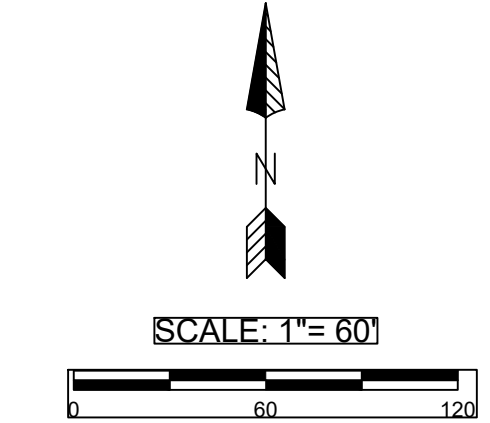


Know what's below.
Call before you dig.



SEE SHEET 4

SEE SHEET 6



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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ATASCOSA COUNTY MARBACH RD - 5320504

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|-----------------|--------------------------|------------|------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| EXCH. CODE: | 70428 | CNTY: | ATASCOSA |
| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| FILE: | MARBACH RD - 5320504.dwg | SCALE: | 1:60 |
| PHONE: | 512-759-5352 | PAGE: | 2 OF 8 |

- 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

Ranch Rd - 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:

| | |
|----------------------------------|---------------------|
| 705 Ranch Rd, Somerset, TX 78069 | 29.16332, -98.65023 |
| <hr/> | <hr/> |
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Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

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

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

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

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

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

Joseph Eustace, 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. _____

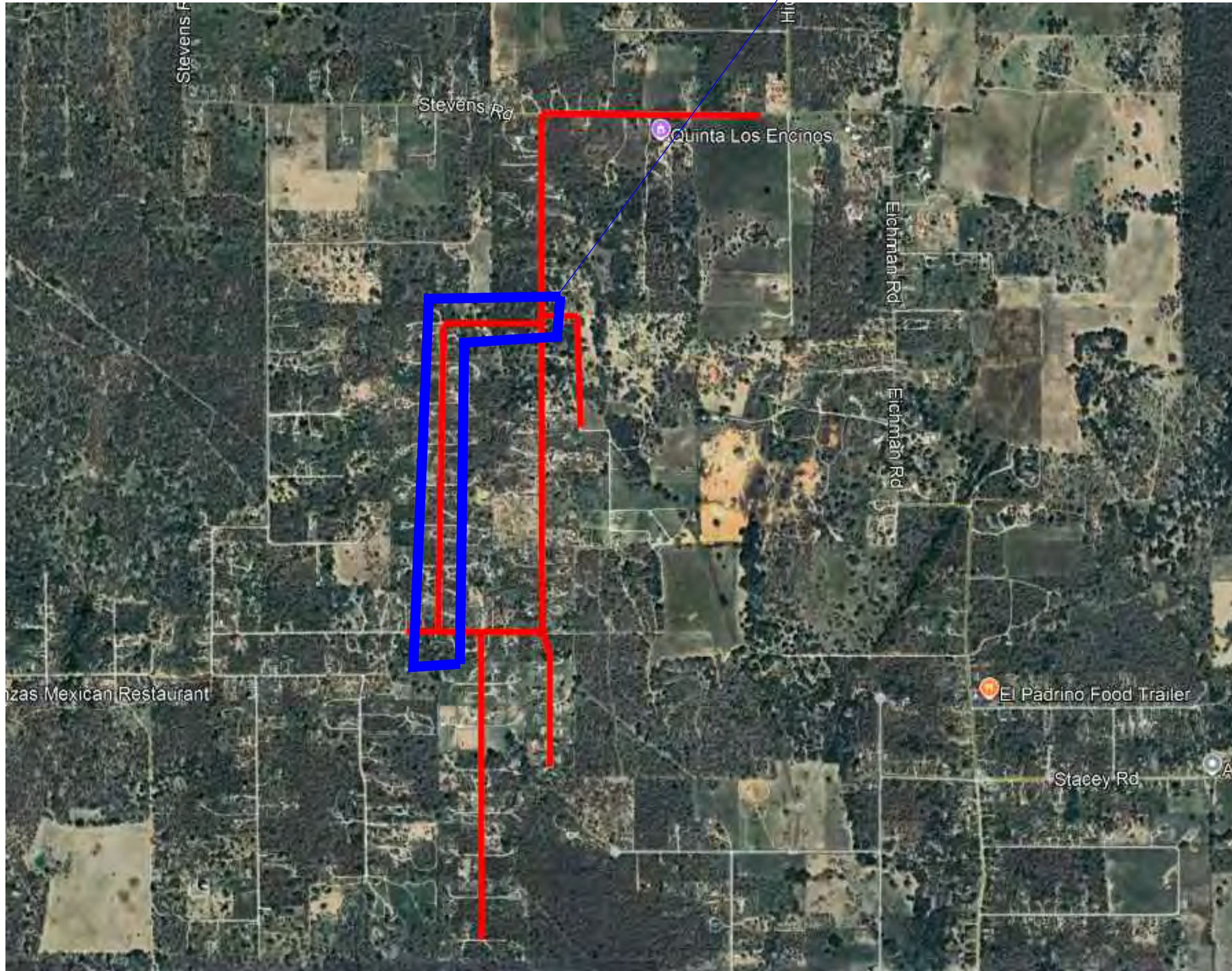
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | | |
|-----------------|--------------|-------------|------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | RANCH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 13 |



Know what's below.
Call before you dig.

SCALE: 1" = 60'

SPECIAL NOTES

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

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

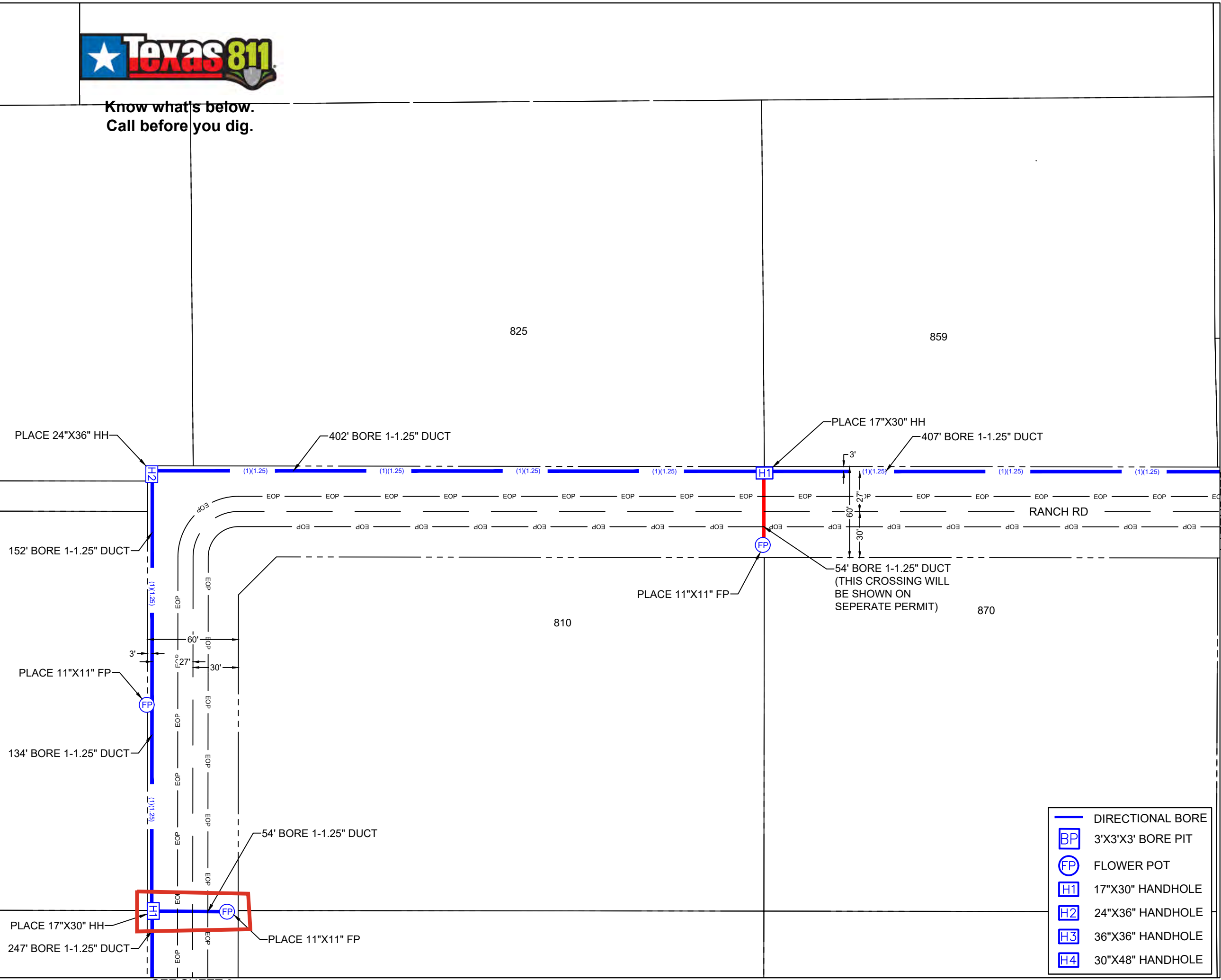
UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

| | |
|-------------------------|--|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | CNTY: ATASCOSA FILE: RANCH RD - 5320504.dwg |
| | PAGE: 2 OF 13 |



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

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.

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

347 Stevens Rd, Somerset, TX 78069 29.17161, -98.63653

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

Joseph Eustace, 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. _____

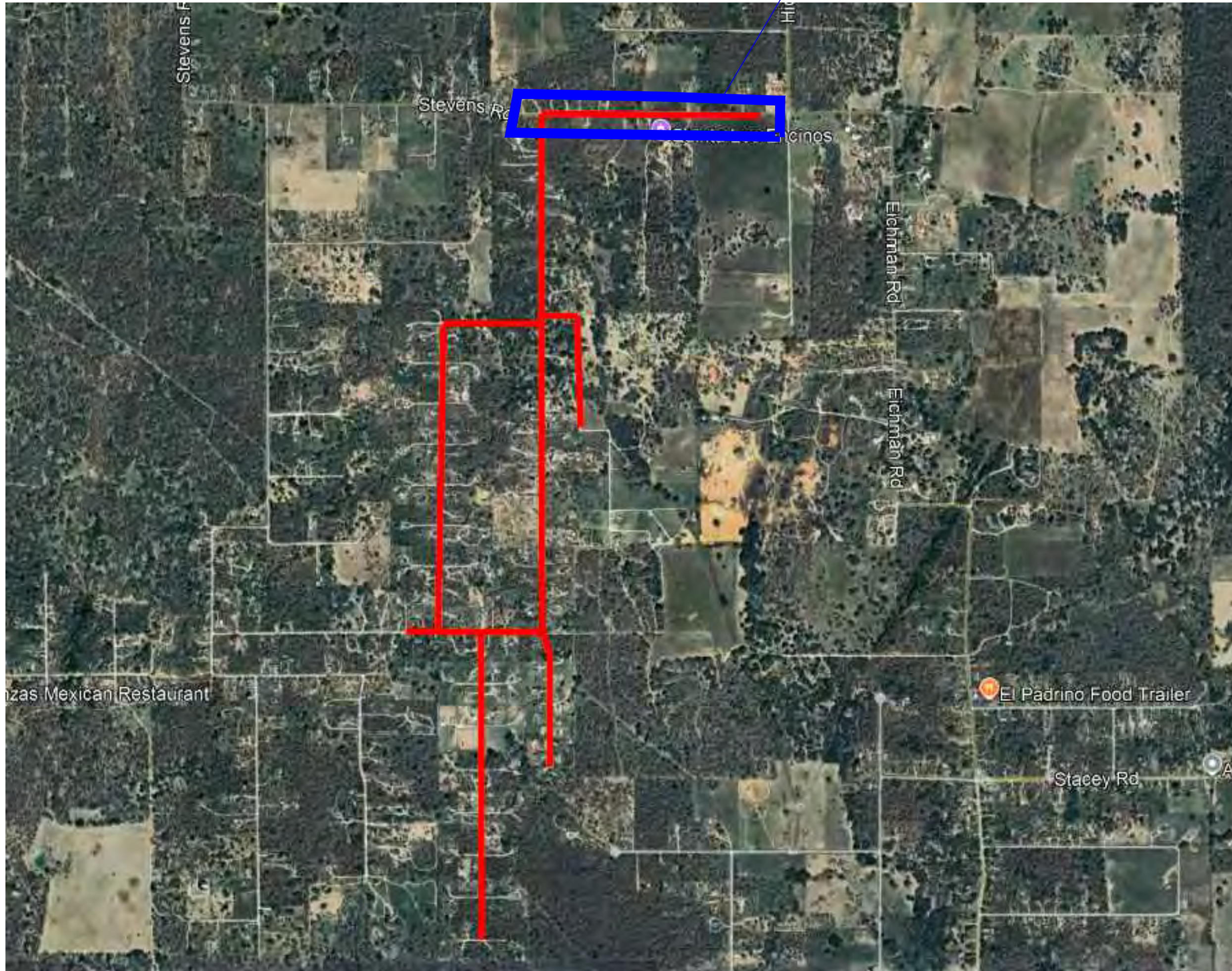
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY STEVENS RD - 5320504

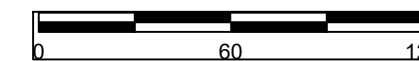
| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: STEVENS RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES



ATASCOSA COUNTY
STEVENS RD - 5320504

PROJECT NUMBER: 5320504 C.O. AREA: JOURDANTON EXCH. CODE: 70428

DRAWN DATE: 9/20/2025 ENGR: JEFF GOFF CNTY: ATASCOSA FILE: STEVENS RD - 5320504.dwg

SCALE: 1:60 PHONE: 512-759-5352 PAGE: 3 OF 8

368

260

END PROJECT ON STEVENS RD
29.171704°, -98.636549°
PLACE 17"X30" HH

44' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP

STEVENS RD

1157' BORE 1-1.25"
DUCT

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

SEE SHEETS 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

362 Woodcrest, Somerset, TX 78069

29.15278, -98.65176

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

Joseph Eustace, 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. _____

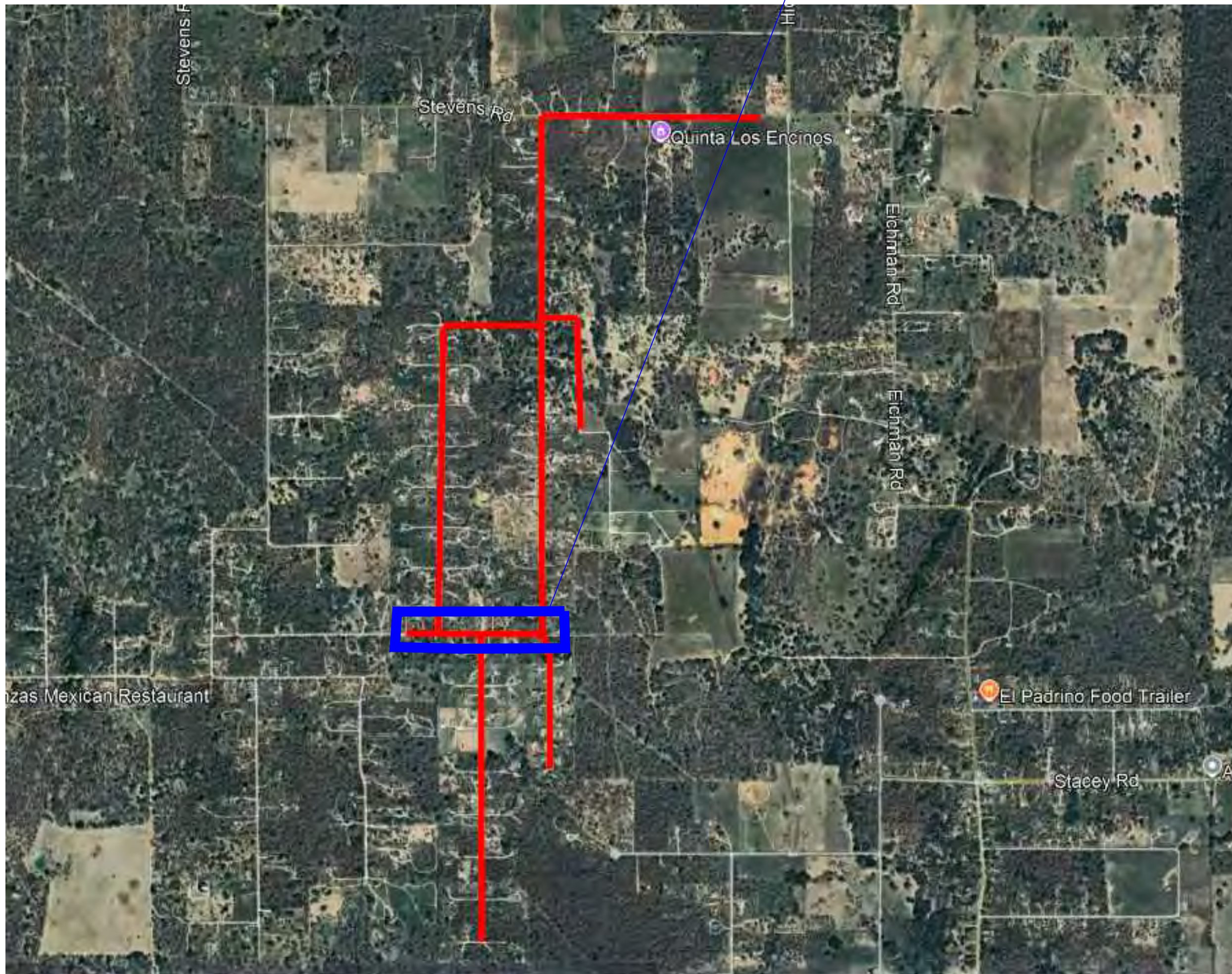
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY WOODCREST RD - 5320504

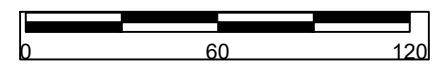
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 325-944-9905 |
| FILE: WOODCREST RD - 5320504.dwg | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

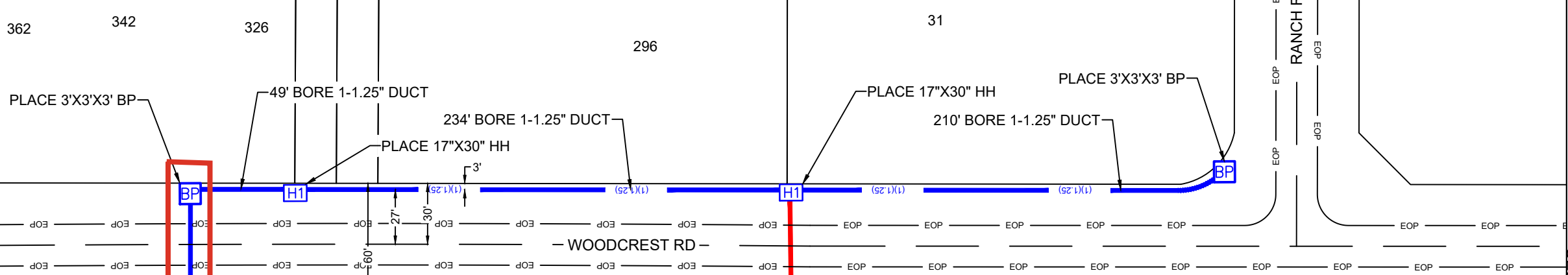
UNITS / ACCT CODES

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**ATASCOSA COUNTY
WOODCREST RD - 5320504**

| | |
|-------------------------|---|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | FILE: WOODCREST RD - 5320504.dwg |
| PAGE: 3 OF 8 | |



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

381
END PROJECT ON WOODCREST RD
29.152599°,-98.651897°
PLACE 11"X11" FP

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

294' BORE 1-1.25" DUCT

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

Crestway - 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

343 Crestway, Somerset, TX 78069

29.14845, -98.64841

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

Joseph Eustace, 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. _____

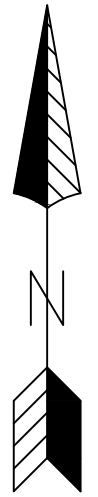
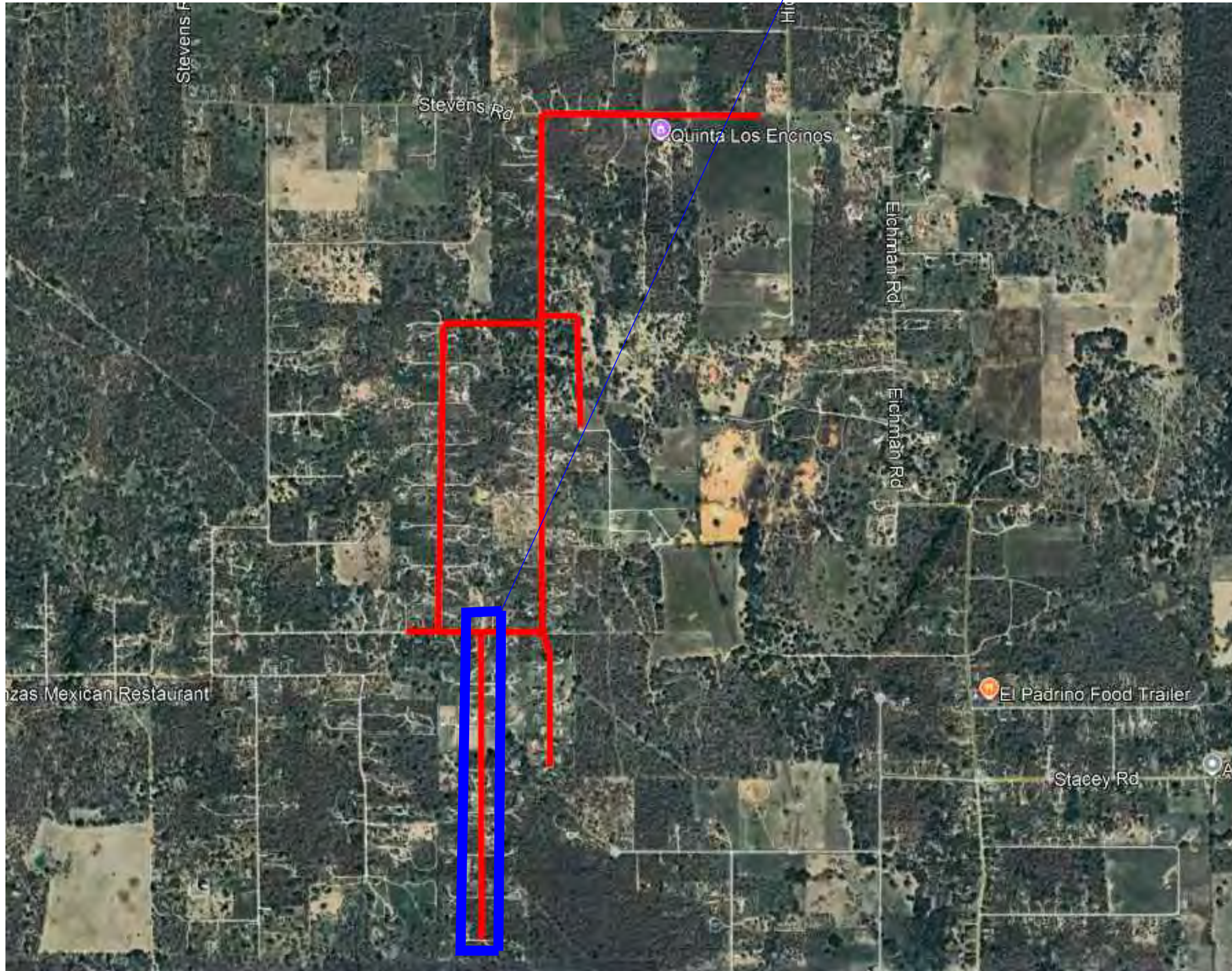
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |



Know what's below.
Call before you dig.

SEE SHEET 2

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

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

SEE SHEET 4

200

225

301' BORE 1-1.25" DUCT

255

258' BORE 1-1.25" DUCT

260

FUTURE LOT

PLACE 24"X36" HH

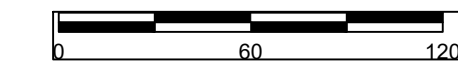
302' BORE 1-1.25" DUCT

FUTURE LOT

310



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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ATASCOSA COUNTY
CRESTWAY RD - 5320504

| | | | |
|-----------------|-----------|-------------|---------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | PHONE: | 512-759-5352 |
| | | FILE: | CRESTWAY RD - 5320504.dwg |
| | | PAGE: | 3 OF 12 |

- 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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

515 Marbach Rd, Somerset, TX 78069 29.16409, -98.64591

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

Joseph Eustace, 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. _____

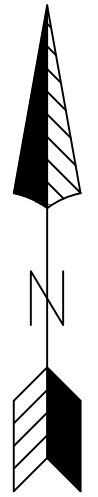
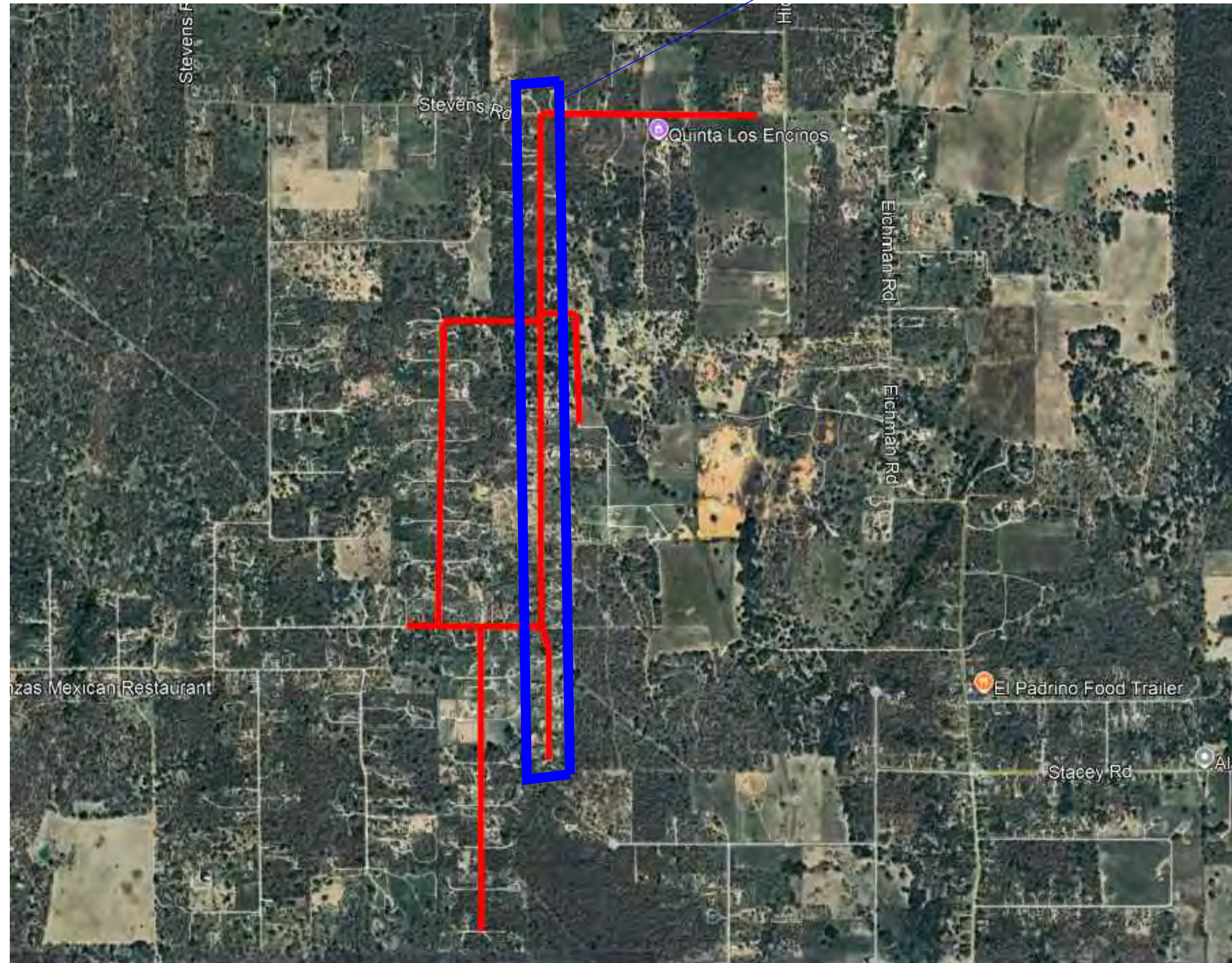
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | | |
|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.

PLACE 11"X11" FP
54' BORE 1-1.25" DUCT
(THIS CROSSING WILL BE SHOWN ON SEPERATE PERMIT)

313' BORE 1-1.25" DUCT
PLACE 17"X30" HH
335' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT
PLACE 3'X3'X3' BP

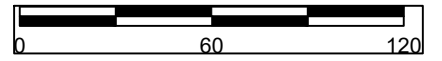
PLACE 30"X48" HH
63' BORE 1-1.25" DUCT
PLACE 3'X3'X3' BP

157' BORE 1-1.25" DUCT
PLACE 17"X30" HH
108' BORE 1-1.25" DUCT

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



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
MARBACH RD - 5320504**

| | |
|--------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |

SEE SHEET 6

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

Ranch Rd - 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

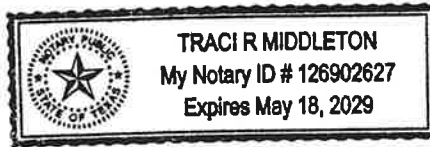
Company _____
By: Housley Group

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

701 Ranch Rd, Somerset, TX 78069

29.16263, -98.65024

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

Joseph Eustace, 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. _____

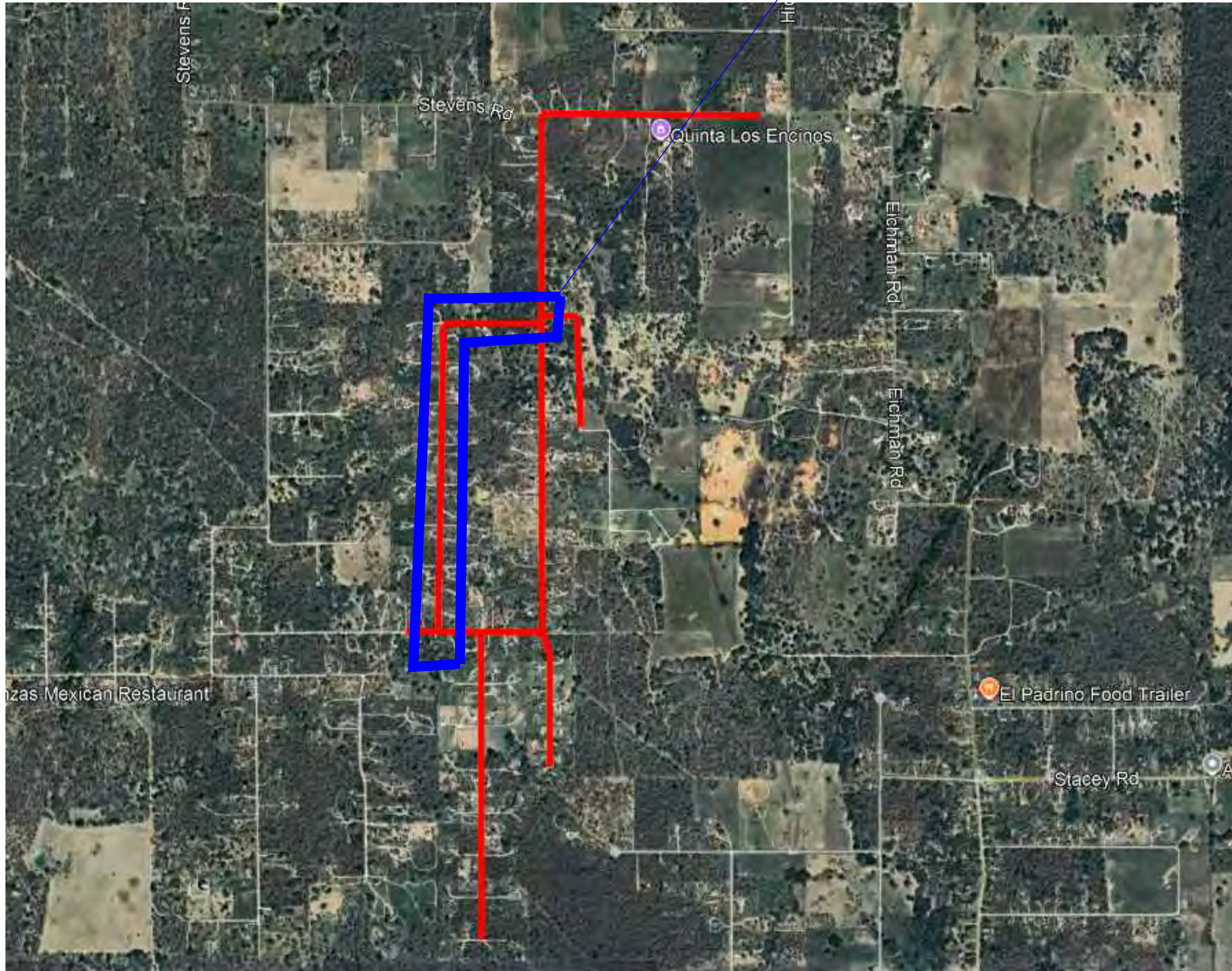
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

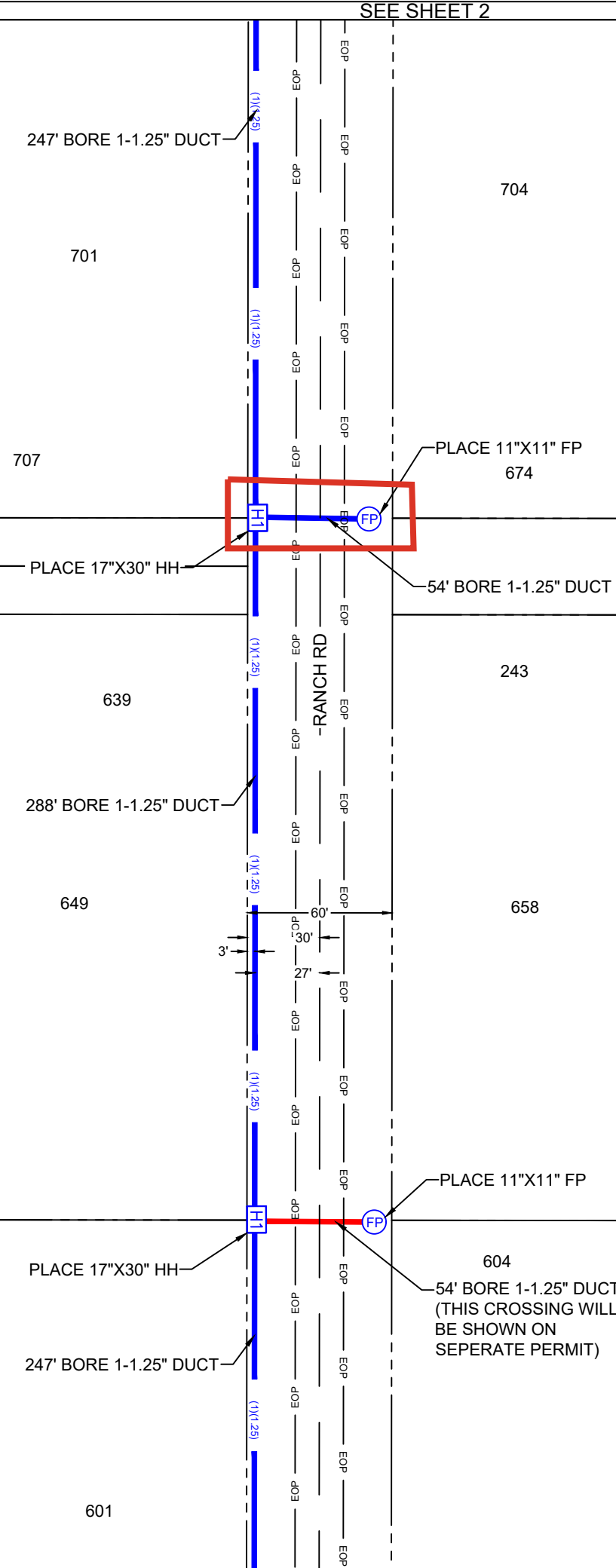


ATASCOSA COUNTY RANCH RD - 5320504

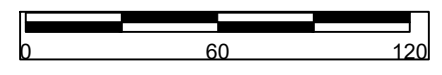
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|-----------------|--------------|-------------|------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | RANCH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 13 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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|------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| FILE: RANCH RD - 5320504.dwg | PAGE: 3 OF 13 |

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

SEE SHEET 4

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

553 Stevens Rd, Somerset, TX 78069 29.17161, -98.63653

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

Joseph Eustace, 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. _____

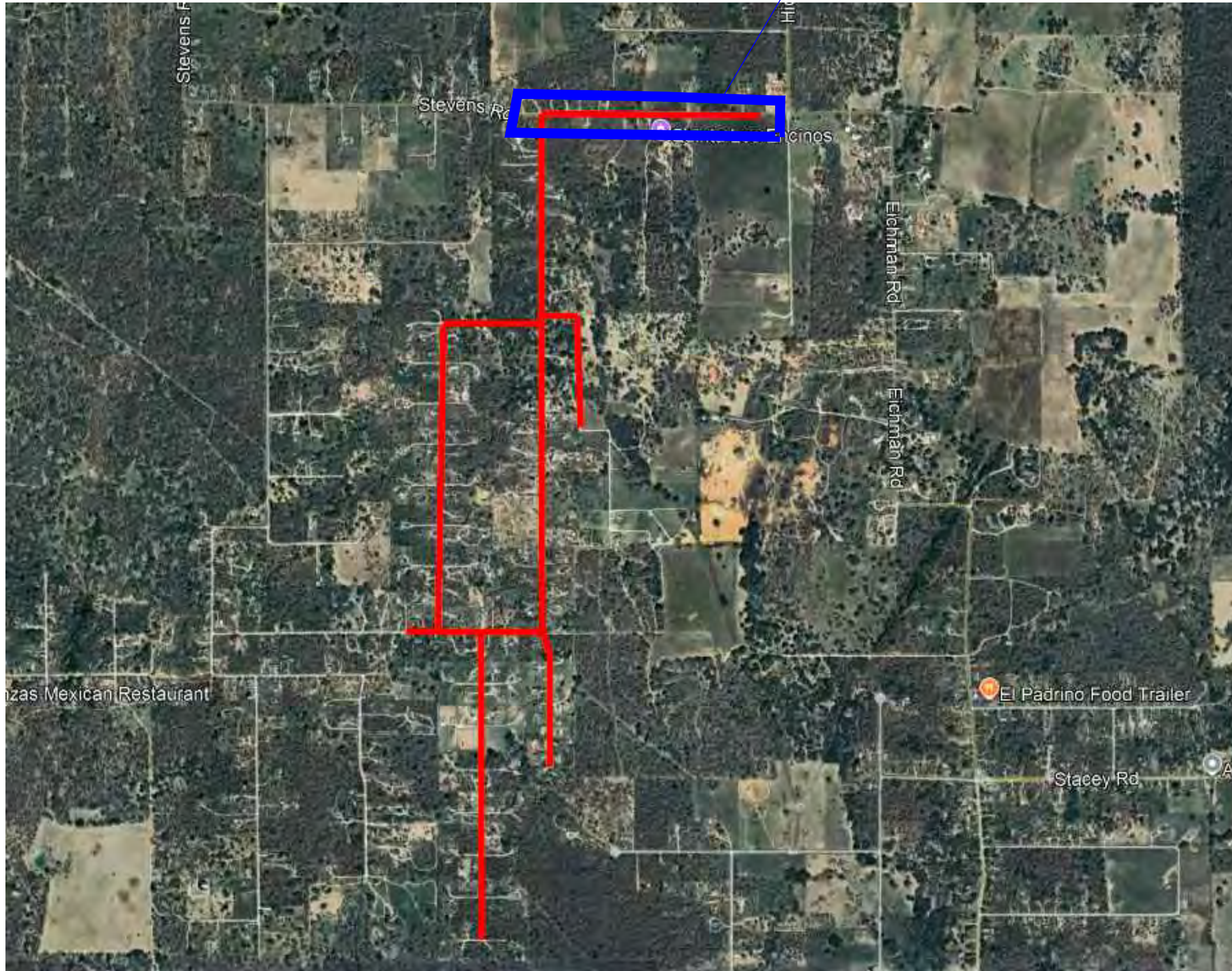
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY STEVENS RD - 5320504

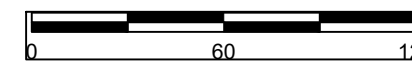
| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: STEVENS RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1" = 60'



SPECIAL NOTES

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

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE 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 |
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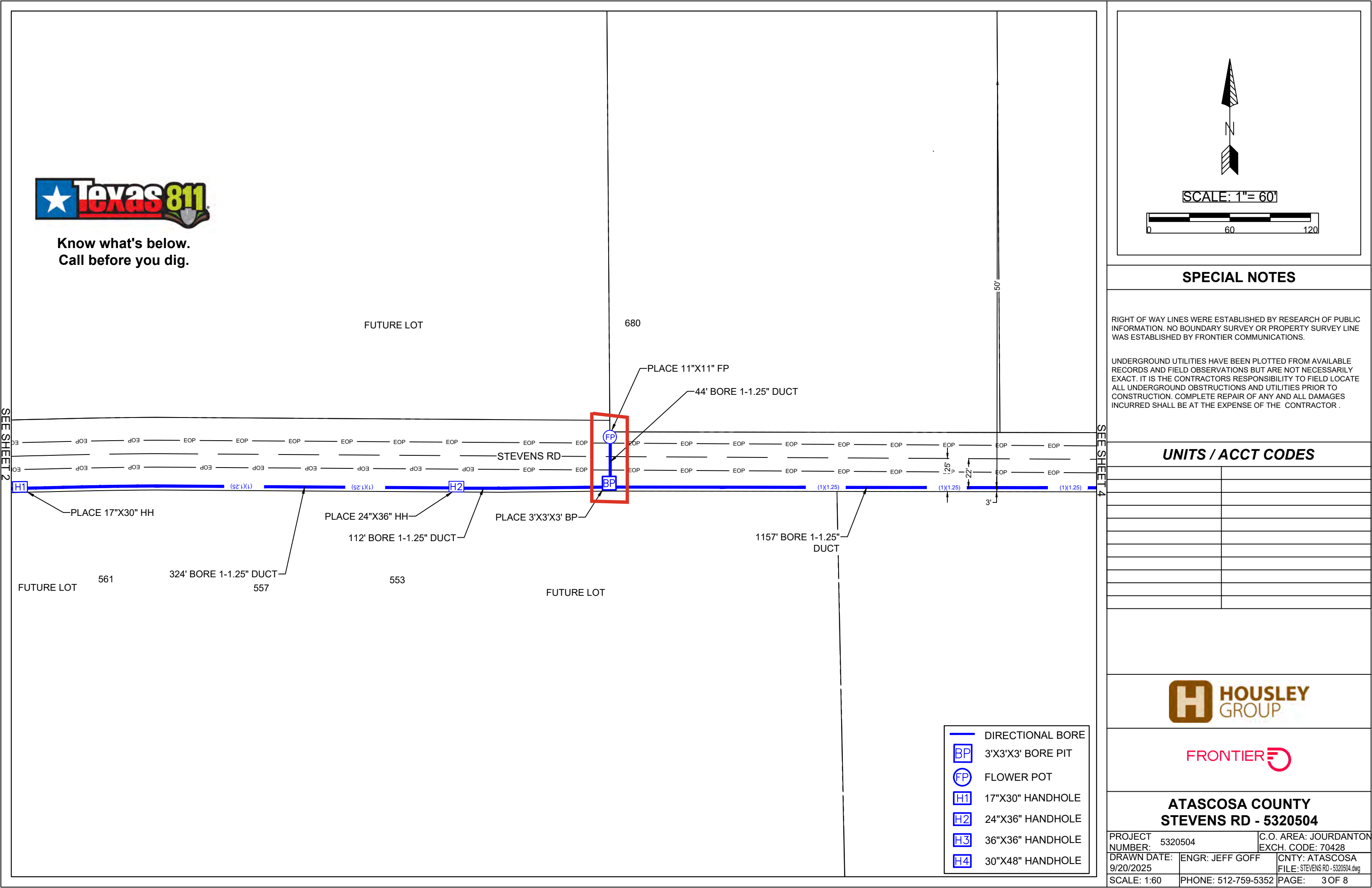


**ATASCOSA COUNTY
STEVENS RD - 5320504**

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

SEE SHEET 2

SEE SHEET 4



INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

365 Crestway, Somerset, TX 78069

29.14763, -98.64840

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

Joseph Eustace, 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. _____

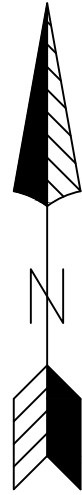
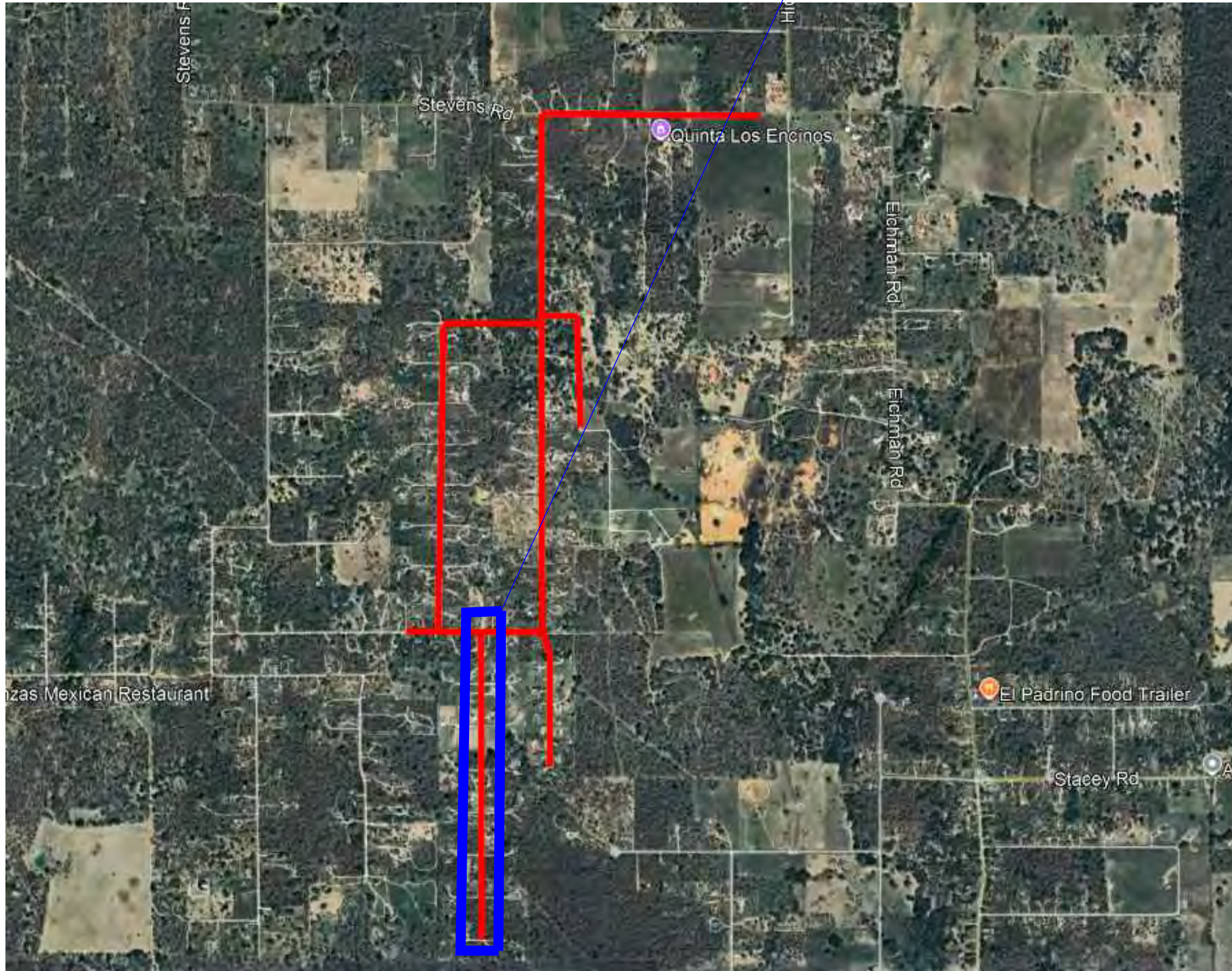
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |

SEE SHEET 3



Know what's below.
Call before you dig.

336
54' BORE 1-1.25" DUCT

343
302' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 17"X30" HH

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

PLACE 24"X36" HH

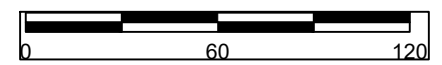
PLACE 11"X11" FP

298' BORE 1-1.25" DUCT

SEE SHEET 5



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
CRESTWAY RD - 5320504**

PROJECT NUMBER: 5320504 C.O. AREA: JOURDANTON EXCH. CODE: 70428

DRAWN DATE: 9/20/2025 ENGR: JEFF GOFF CNTY: ATASCOSA FILE: CRESTWAY RD - 5320504.dwg

SCALE: 1:60 PHONE: 512-759-5352 PAGE: 4 OF 12

-  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

Marbach Rd - 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.

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

322 Marbach Rd, Somerset, TX 78069 29.16337, -98.64590

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

Joseph Eustace, 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:

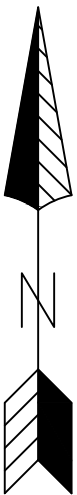
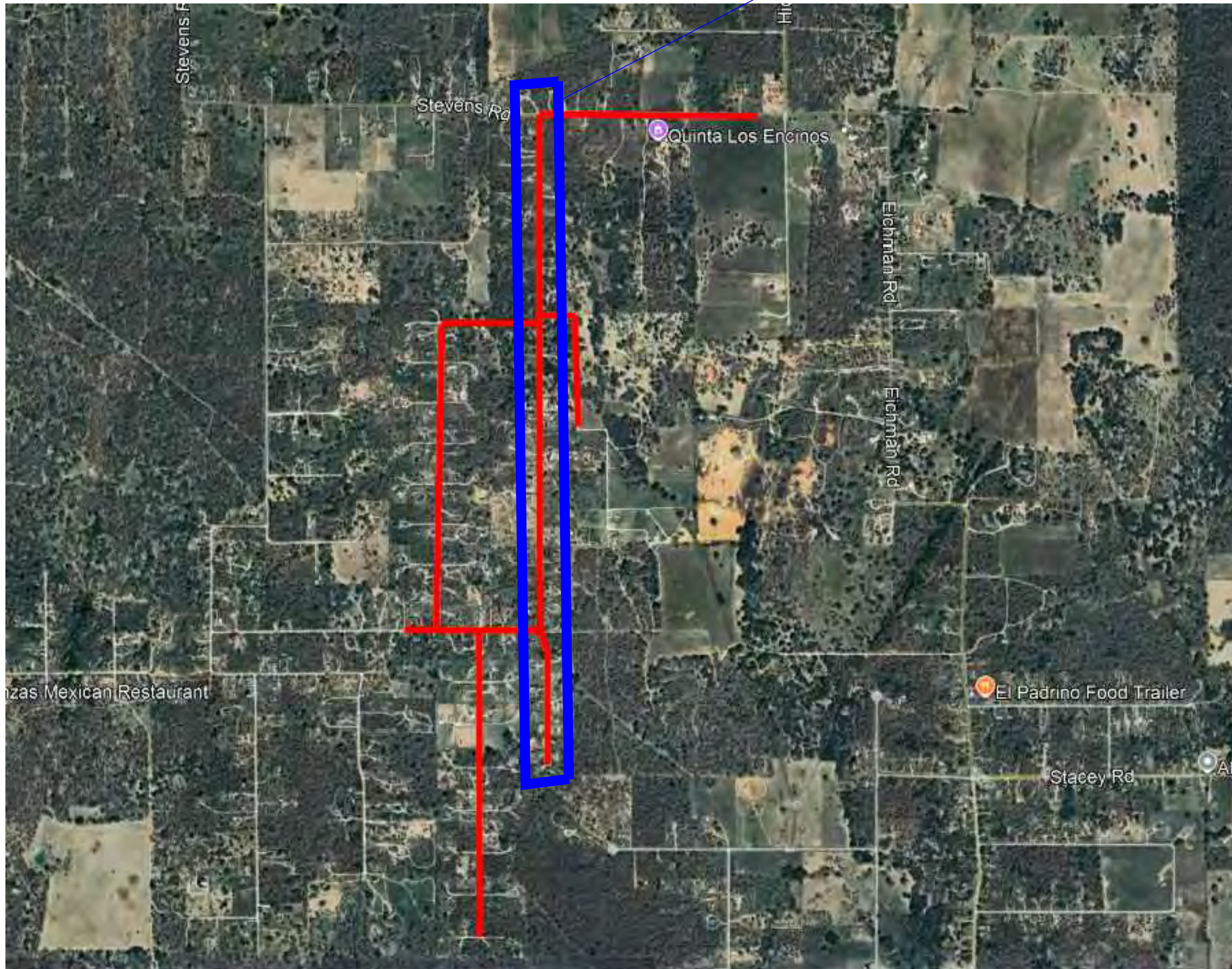
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA

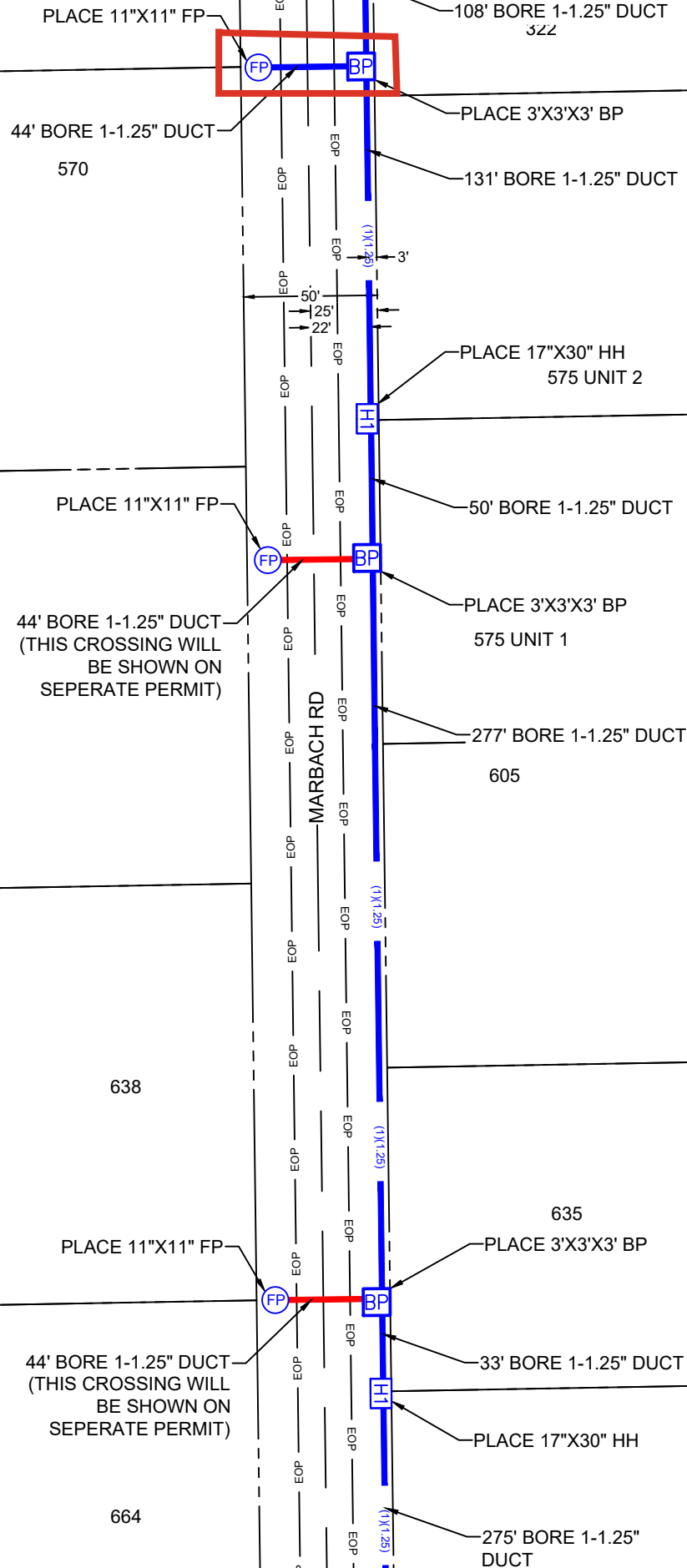


ATASCOSA COUNTY MARBACH RD - 5320504

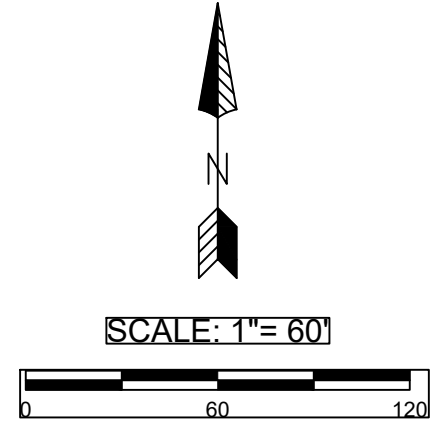
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|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.



- 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



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 |
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ATASCOSA COUNTY MARBACH RD - 5320504

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|--------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |

SEE SHEET 5

SEE SHEET 7

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - 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.

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

649 Ranch Rd, Somerset, TX 78069

29.16182, -98.65025

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

Joseph Eustace, 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.
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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:

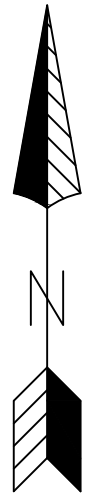
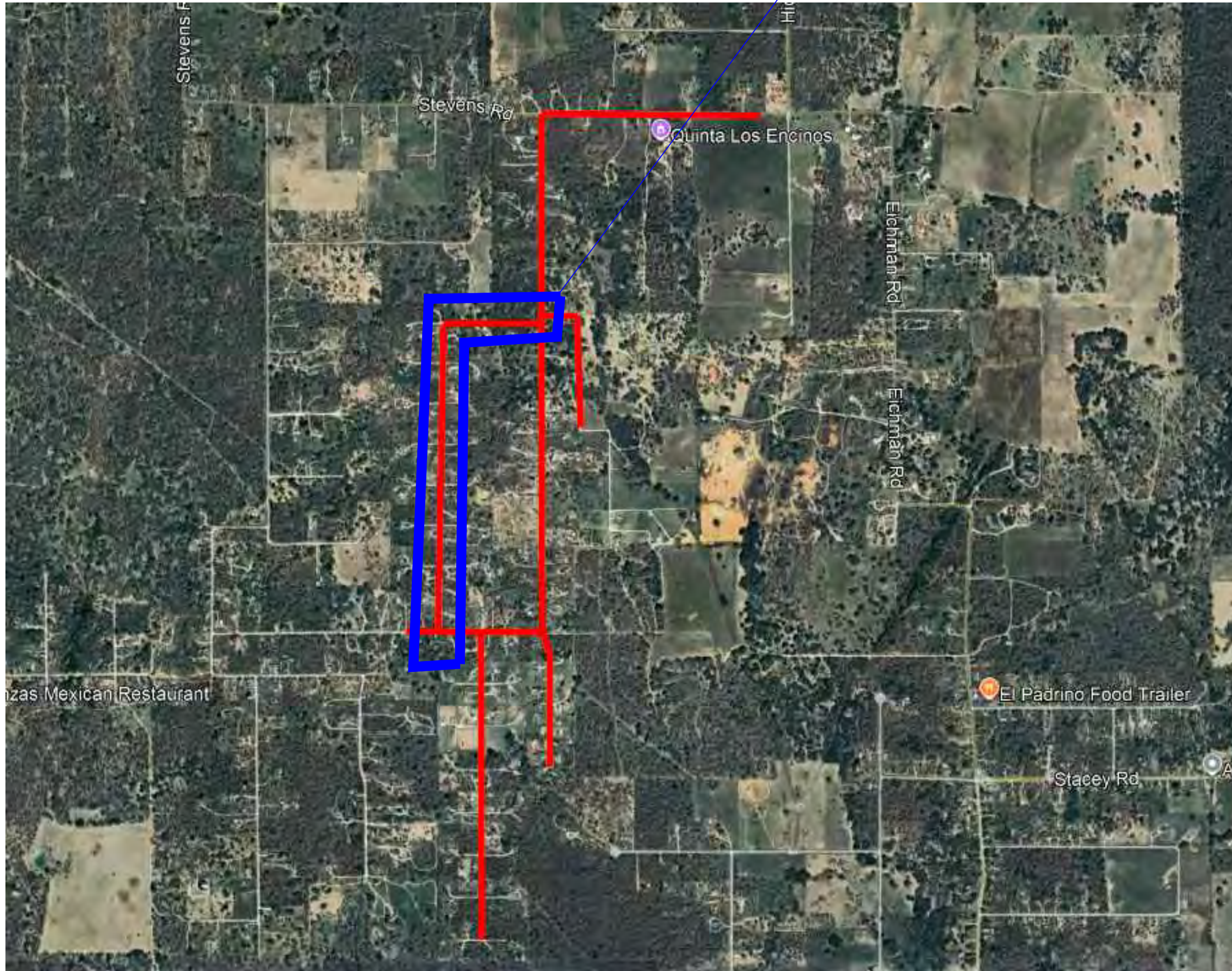
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA

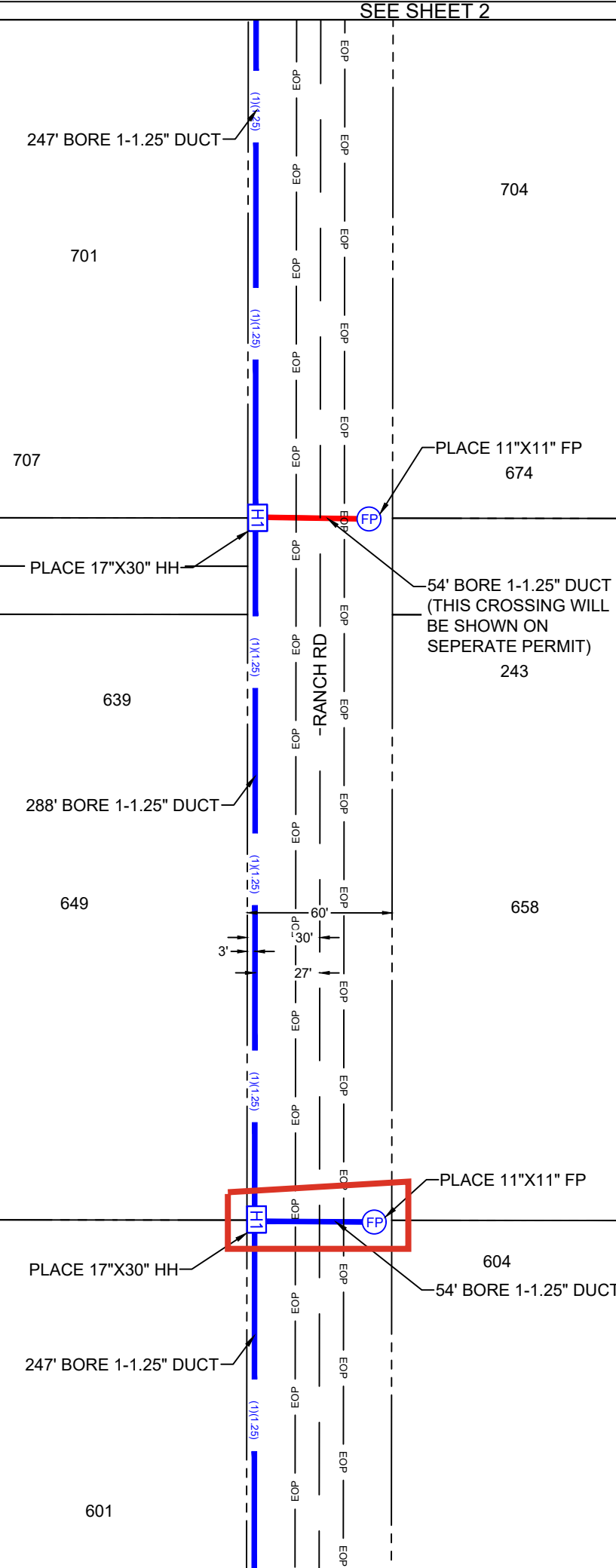


ATASCOSA COUNTY RANCH RD - 5320504

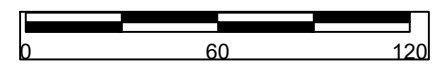
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | | PAGE: 1 OF 13 |



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

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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

| | | |
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
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| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: RANCH RD - 5320504.dwg |
| PAGE: 3 OF 13 | | |

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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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

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

369 Crestway, Somerset, TX 78069 29.14690, -98.64838

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

Joseph Eustace, 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. _____

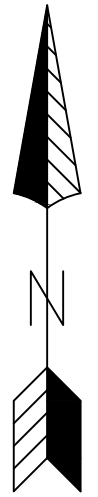
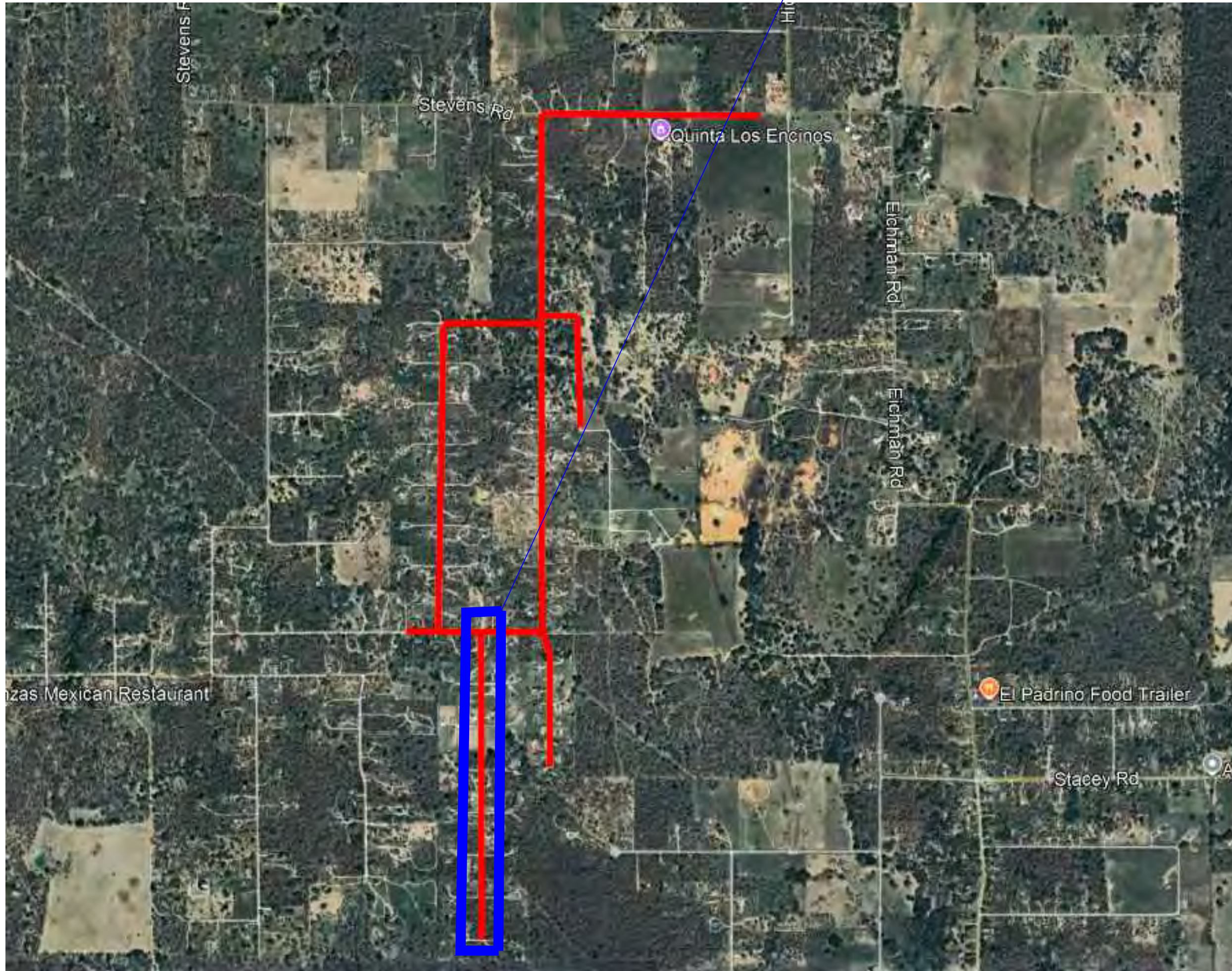
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |

SEE SHEET 3

336
54' BORE 1-1.25" DUCT
(THIS CROSSING WILL
BE SHOWN ON
SEPERATE PERMIT)

343
302' BORE 1-1.25" DUCT



Know what's below.
Call before you dig.

PLACE 11"X11" FP

PLACE 17"X30" HH

54' BORE 1-1.25" DUCT

PLACE 24"X36" HH

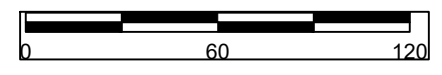
PLACE 11"X11" FP

298' BORE 1-1.25" DUCT

SEE SHEET 5



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
CRESTWAY RD - 5320504**

- 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

| | | |
|-------------------------|---------------------|--|
| PROJECT NUMBER: 5320504 | | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: CRESTWAY RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 4 OF 12 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

575 Marbach Rd, Somerset, TX 78069 29.16308, -98.64591

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

Joseph Eustace, 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. _____

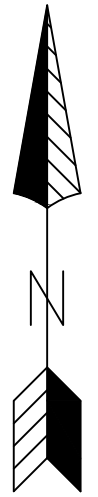
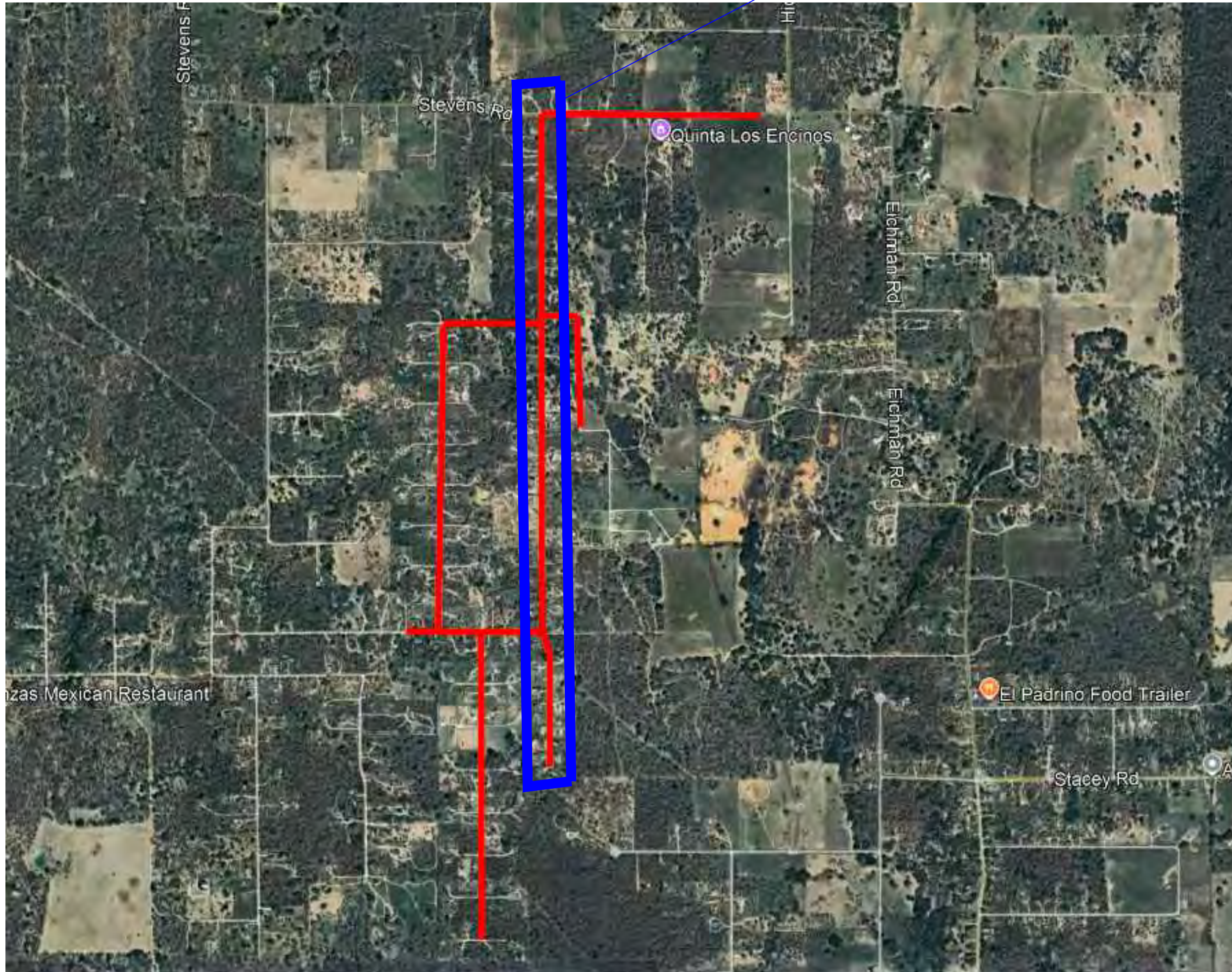
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

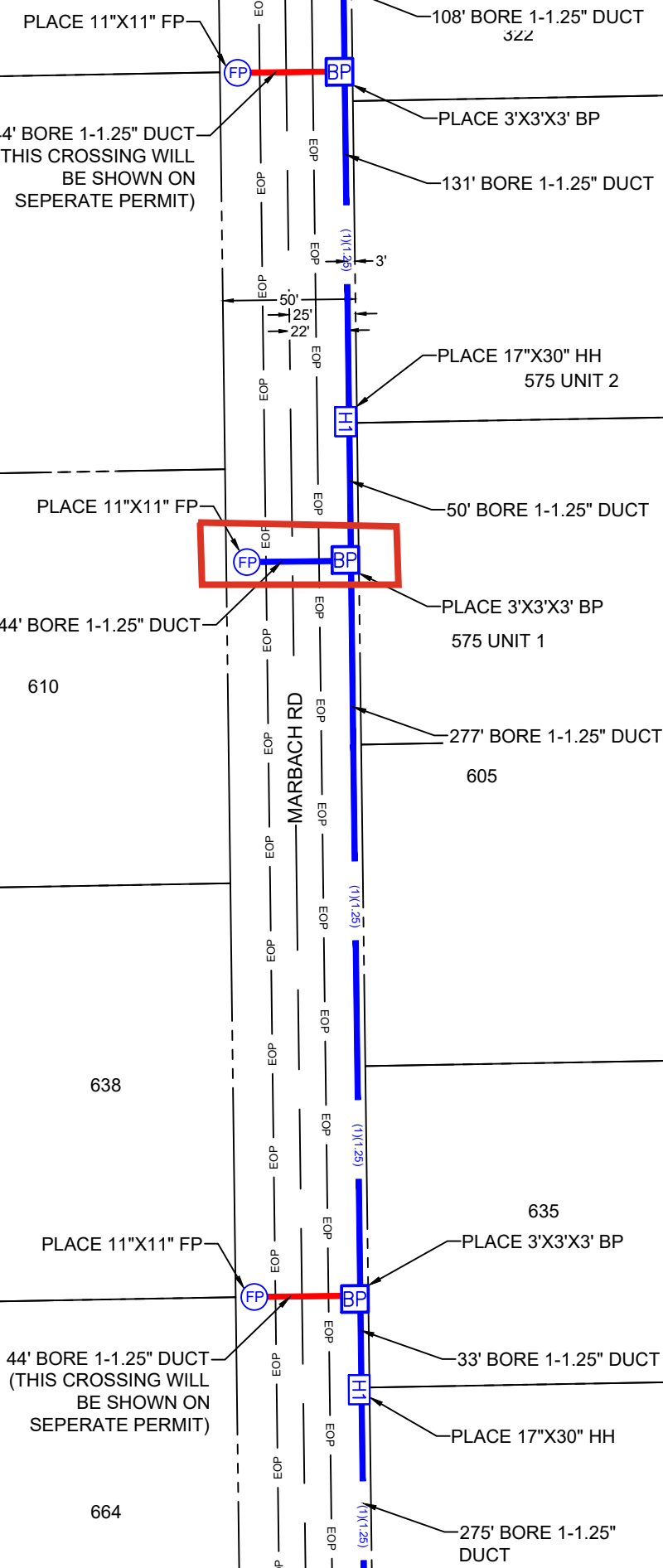


ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 1 OF 8 | | |



Know what's below.
Call before you dig.

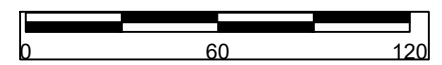


SEE SHEET 5

SEE SHEET 7



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

- 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

| | |
|--------------------------------|---|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

601 Ranch Rd, Somerset, TX 78069

29.16113, -98.65024

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

Joseph Eustace, 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:

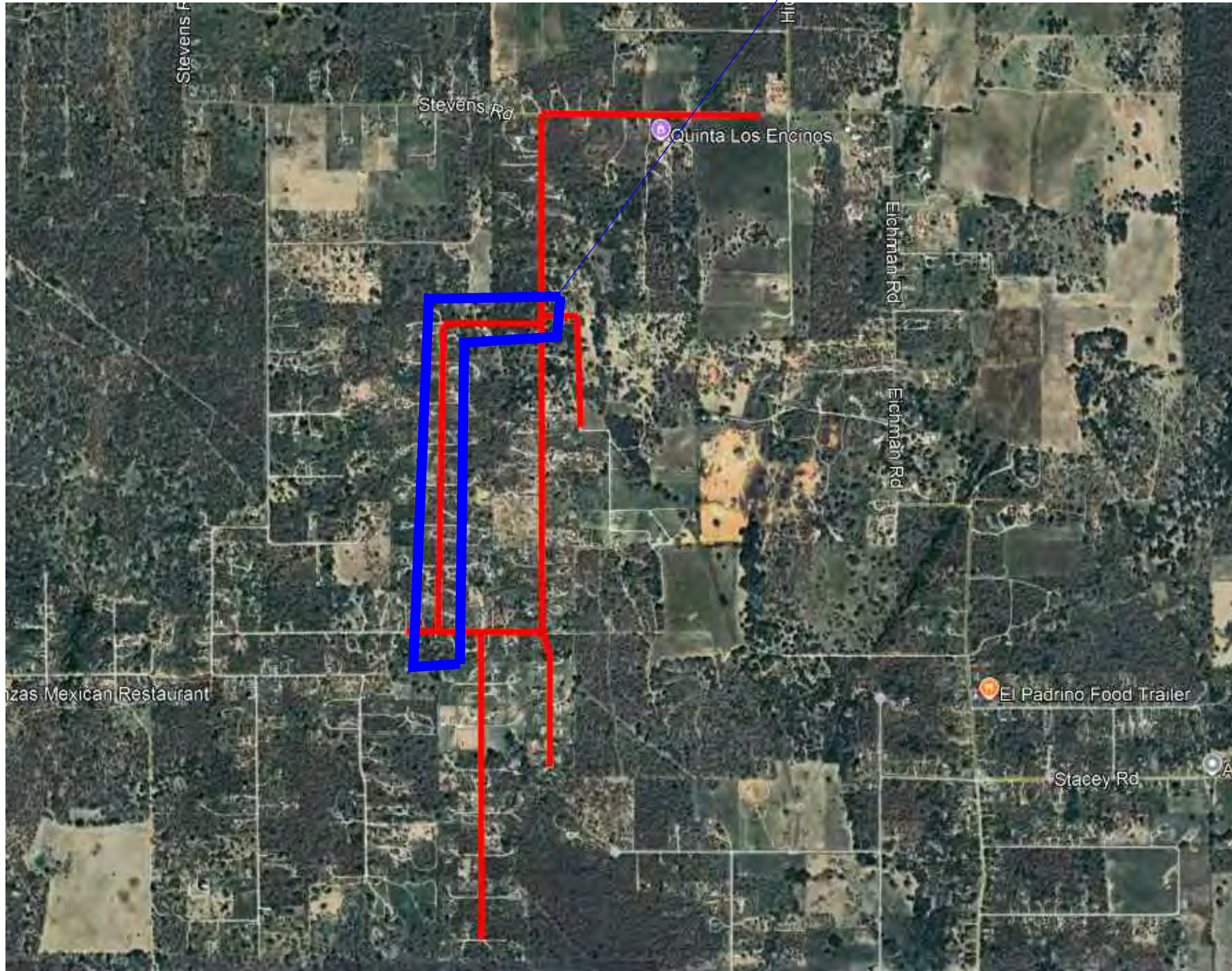
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|---|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | | PAGE: 1 OF 13 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

485 Crestway, Somerset, TX 78069

29.14608, -98.64839

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

Joseph Eustace, 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. _____

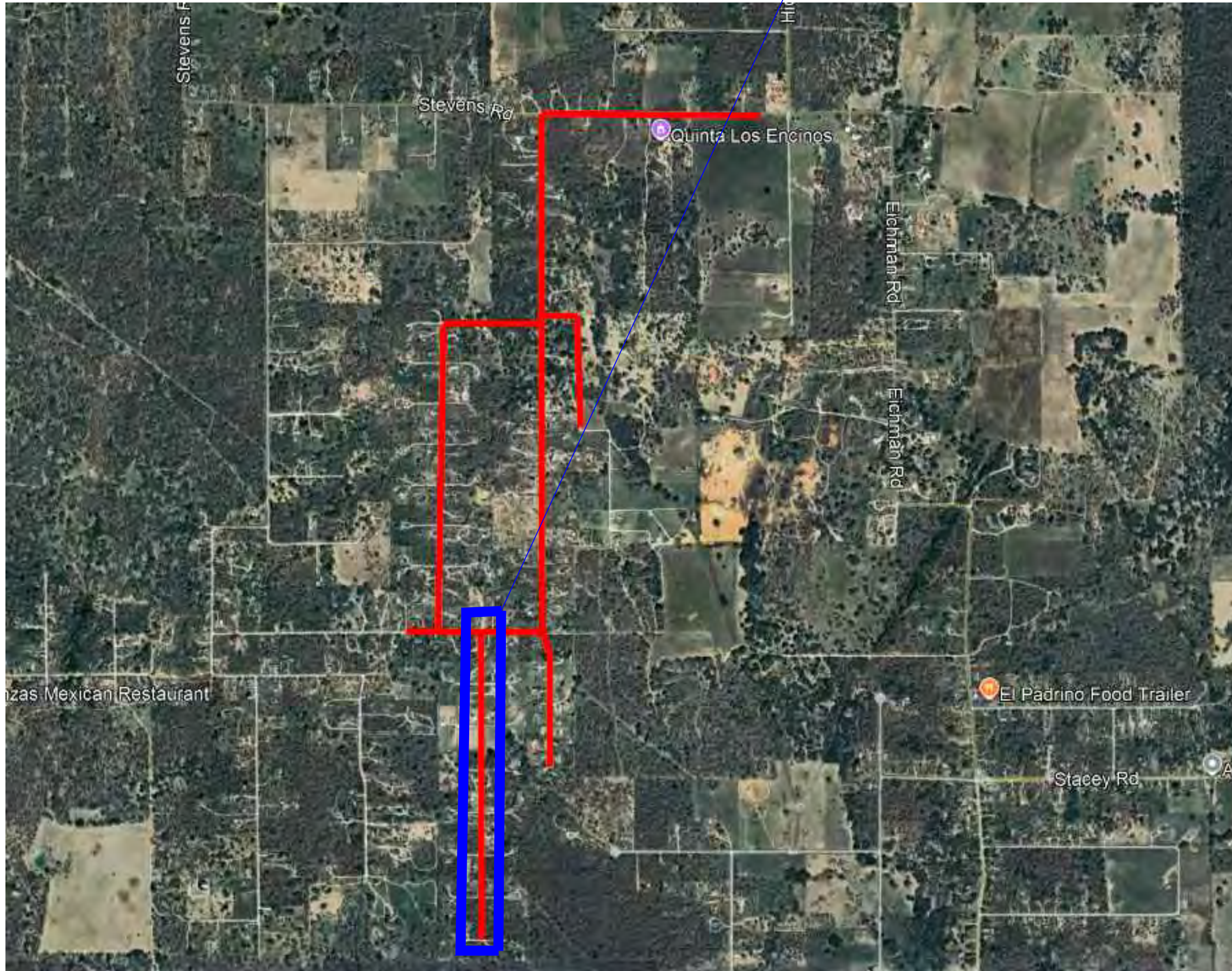
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

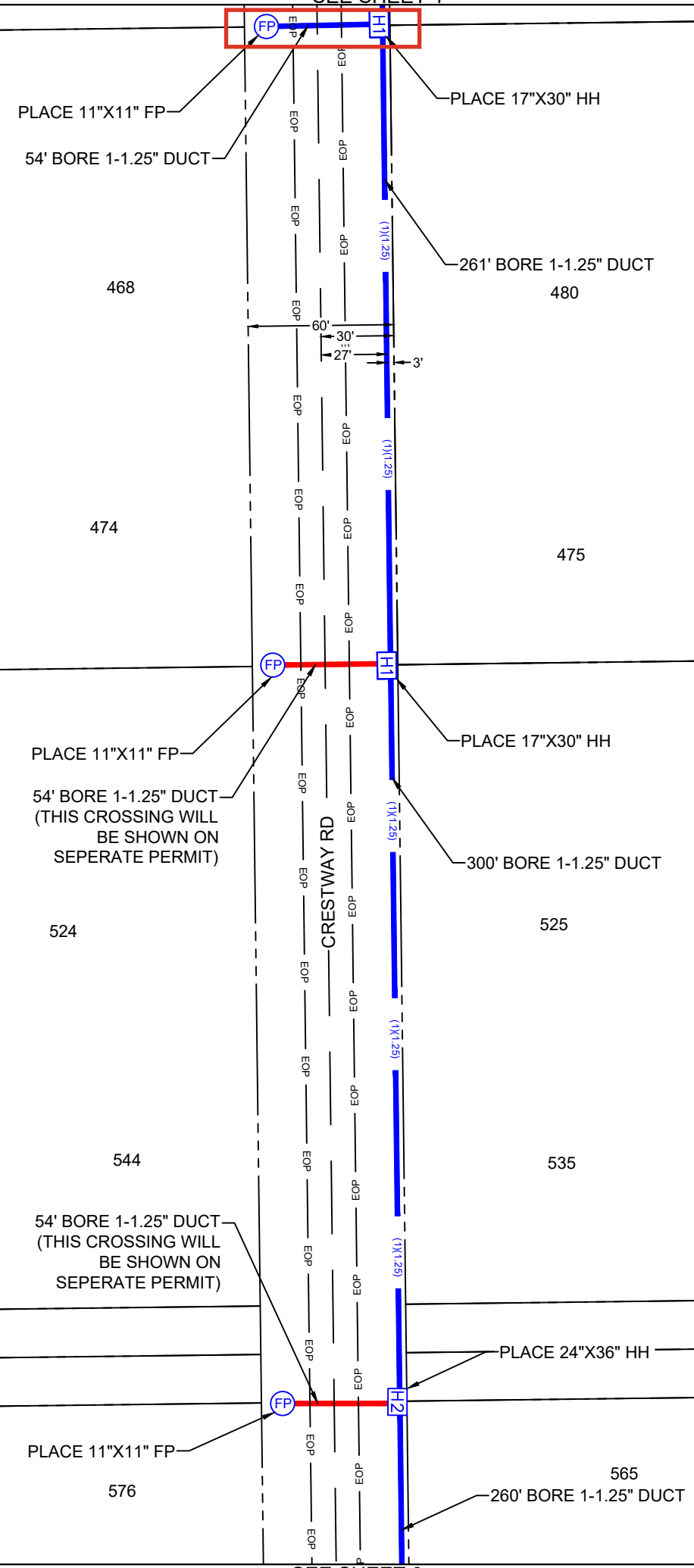


ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |



Know what's below.
Call before you dig.



SEE SHEET 4

SEE SHEET 6

- 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

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | |
|---------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: CRESTWAY RD - 5320504.dwg | PAGE: 5 OF 12 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

635 Marbach Rd, Somerset, TX 78069 29.16209, -98.64589

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

Joseph Eustace, 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:

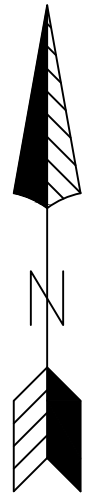
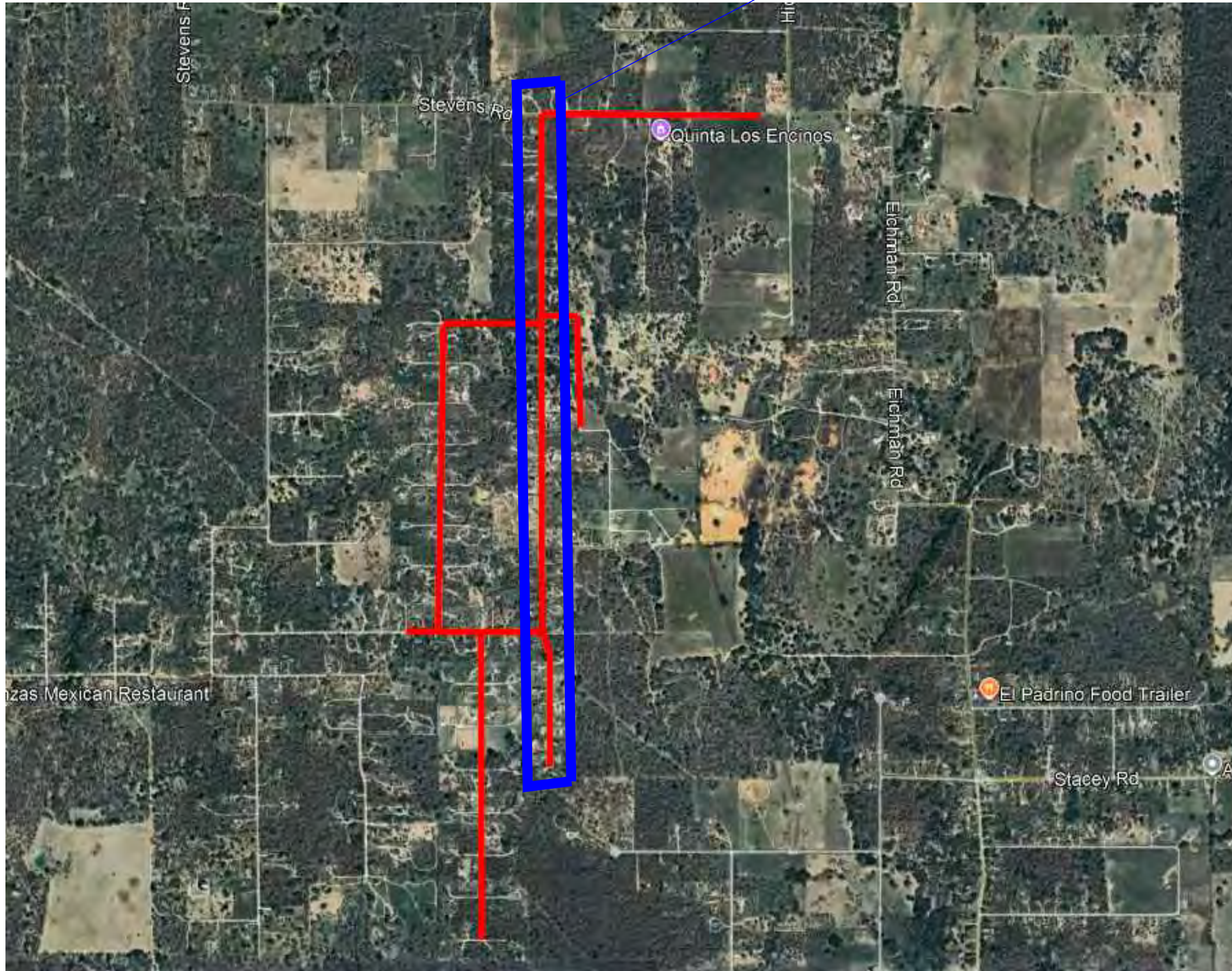
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.

PLACE 11"X11" FP

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

PLACE 11"X11" FP

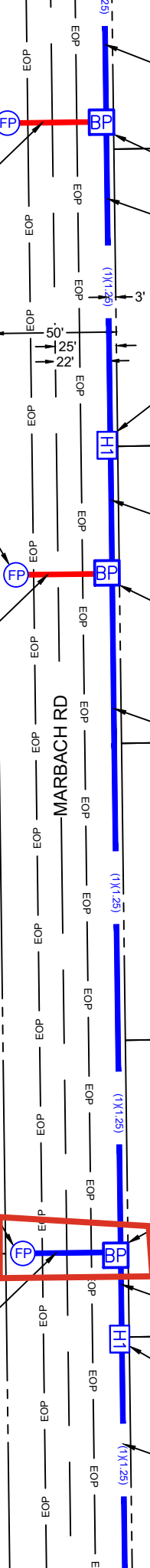
44' BORE 1-1.25" DUCT
(THIS CROSSING WILL BE SHOWN ON SEPERATE PERMIT)

PLACE 11"X11" FP

44' BORE 1-1.25" DUCT

664

SEE SHEET 5



SEE SHEET 7

108' BORE 1-1.25" DUCT
322

PLACE 3'X3'X3' BP

131' BORE 1-1.25" DUCT

PLACE 17"X30" HH
575 UNIT 2

50' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP
575 UNIT 1

277' BORE 1-1.25" DUCT

605

638

635

PLACE 3'X3'X3' BP

33' BORE 1-1.25" DUCT

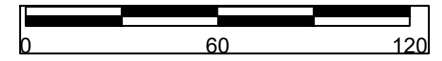
PLACE 17"X30" HH

275' BORE 1-1.25" DUCT

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



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

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|--------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: MARBACH RD - 5320504.dwg | PAGE: 2 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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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

Ranch Rd - Cross #8

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

545 Ranch Rd, Somerset, TX 78069

29.16033, -98.65024

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

Joseph Eustace, 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. _____

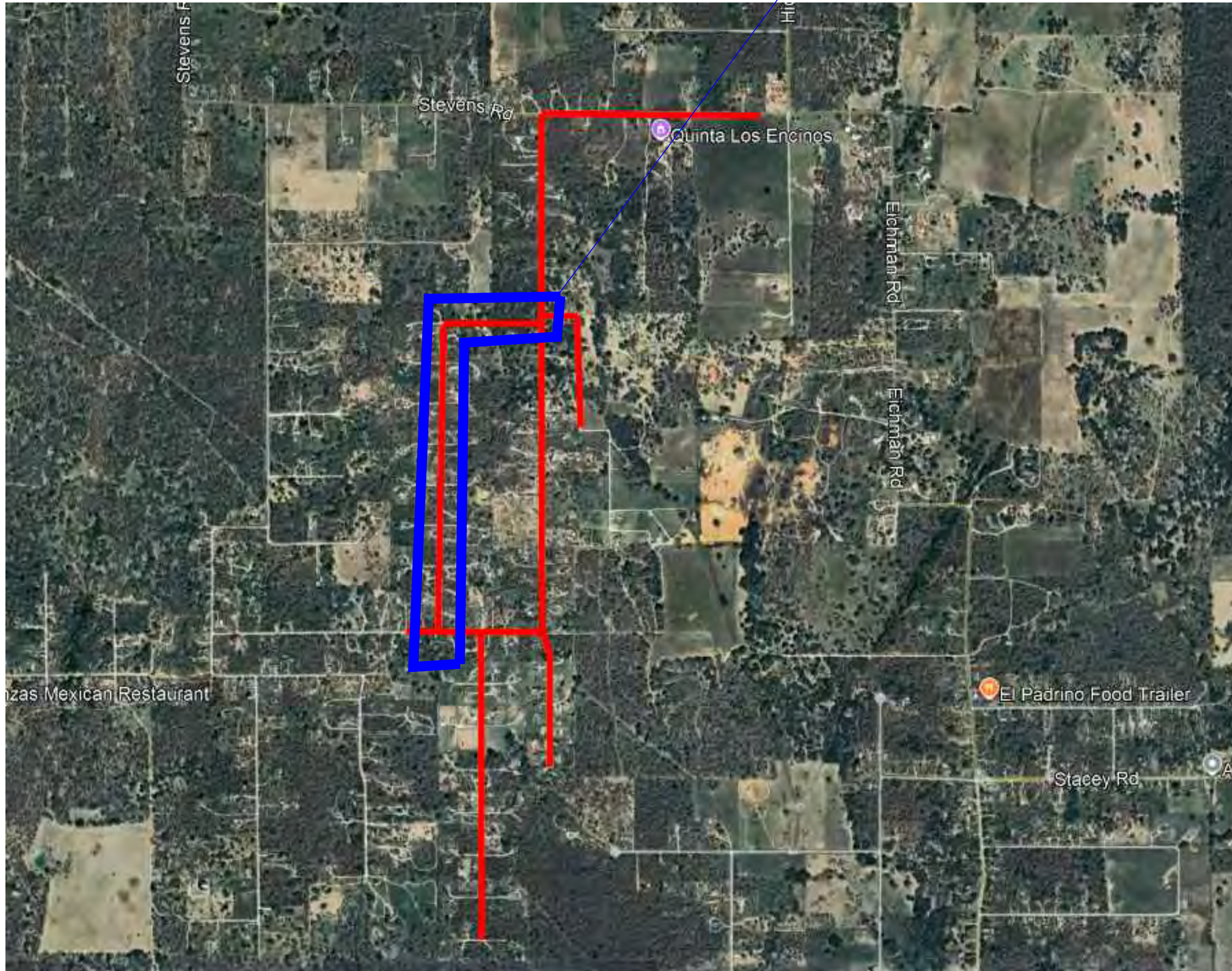
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|-----------------------|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



Know what's below.
Call before you dig.

595
247' BORE 1-1.25" DUCT
PLACE 24"X36" HH
PLACE 11"X11" FP

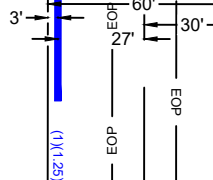
559
287' BORE 1-1.25" DUCT
54' BORE 1-1.25" DUCT
(THIS CROSSING WILL BE SHOWN ON SEPERATE PERMIT)

545
540


PLACE 11"X11" FP

PLACE 17"X30" HH
287' BORE 1-1.25" DUCT
54' BORE 1-1.25" DUCT

489
500

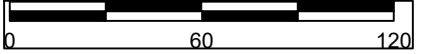


- DIRECTIONAL BORE
- BP 3'X3'X3' BORE PIT
- FP FLOWER POT
- H1 17"X30" HANDHOLE
- H2 24"X36" HANDHOLE
- H3 36"X36" HANDHOLE
- H4 30"X48" HANDHOLE



N

SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

| | | |
|-------------------------|---|---|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: RANCH RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 512-759-5352 | PAGE: 4 OF 13 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

475 Crestway, Somerset, TX 78069

29.14561, -98.64839

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

Joseph Eustace, 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. _____

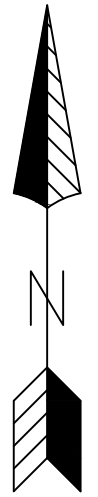
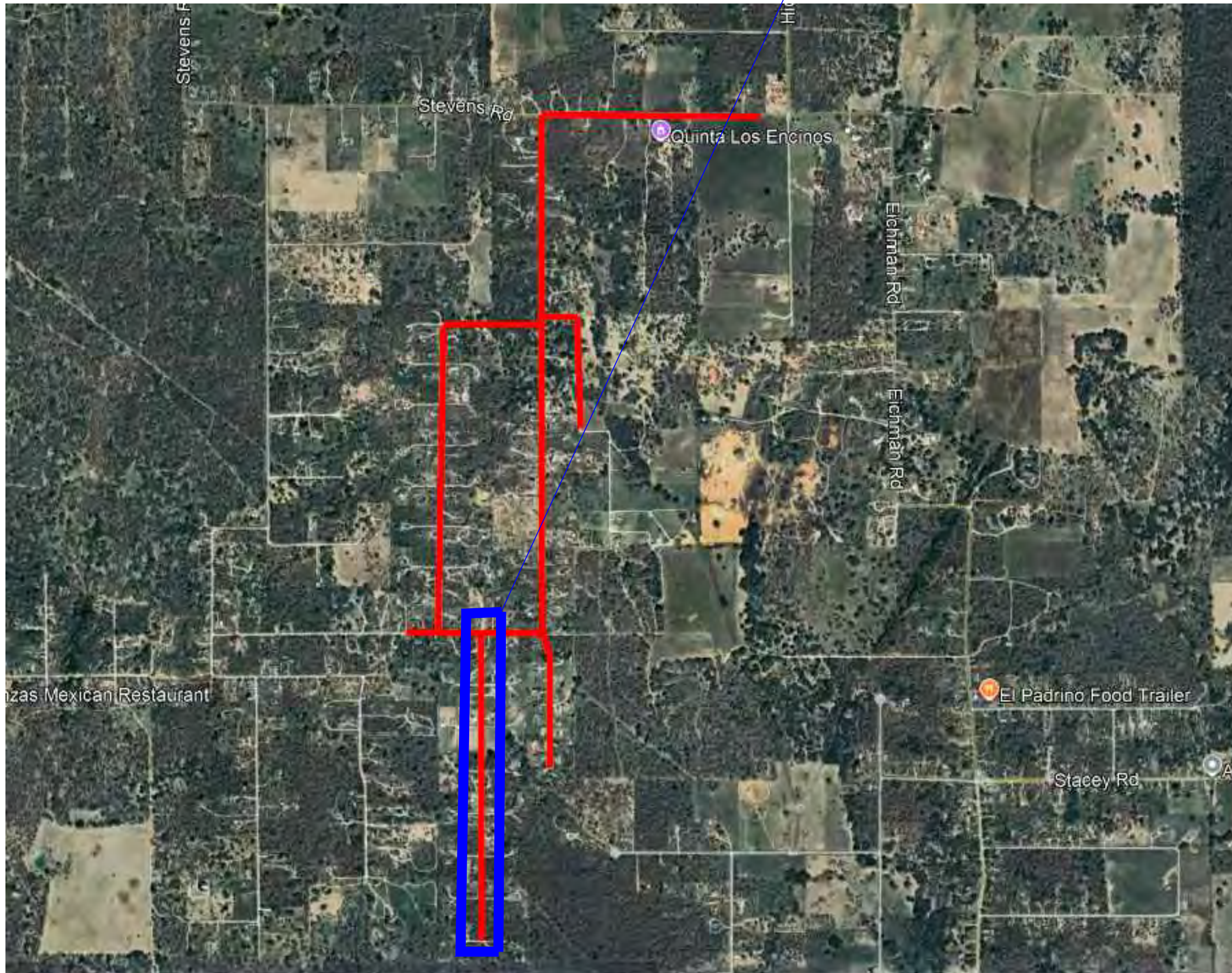
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

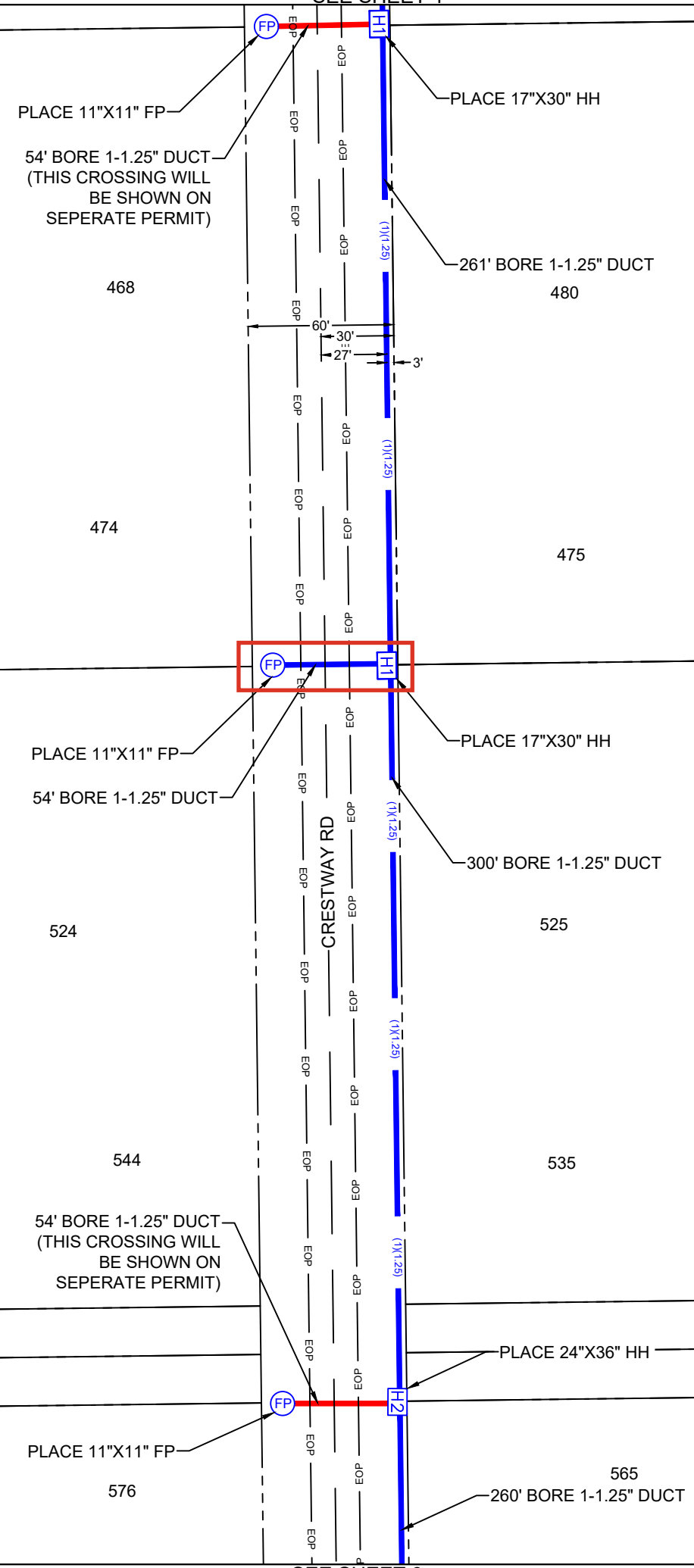


**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | | | |
|-----------------|--------------|-------------|---------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | CRESTWAY RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 12 |



Know what's below.
Call before you dig.



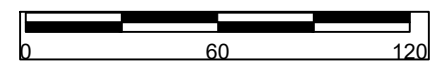
SEE SHEET 4

SEE SHEET 6

- 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 .

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

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|---------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: CRESTWAY RD - 5320504.dwg | PAGE: 5 OF 12 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

707 Marbach Rd, Somerset, TX 78069

29.16123, -98.64587

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

Joseph Eustace, 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. _____

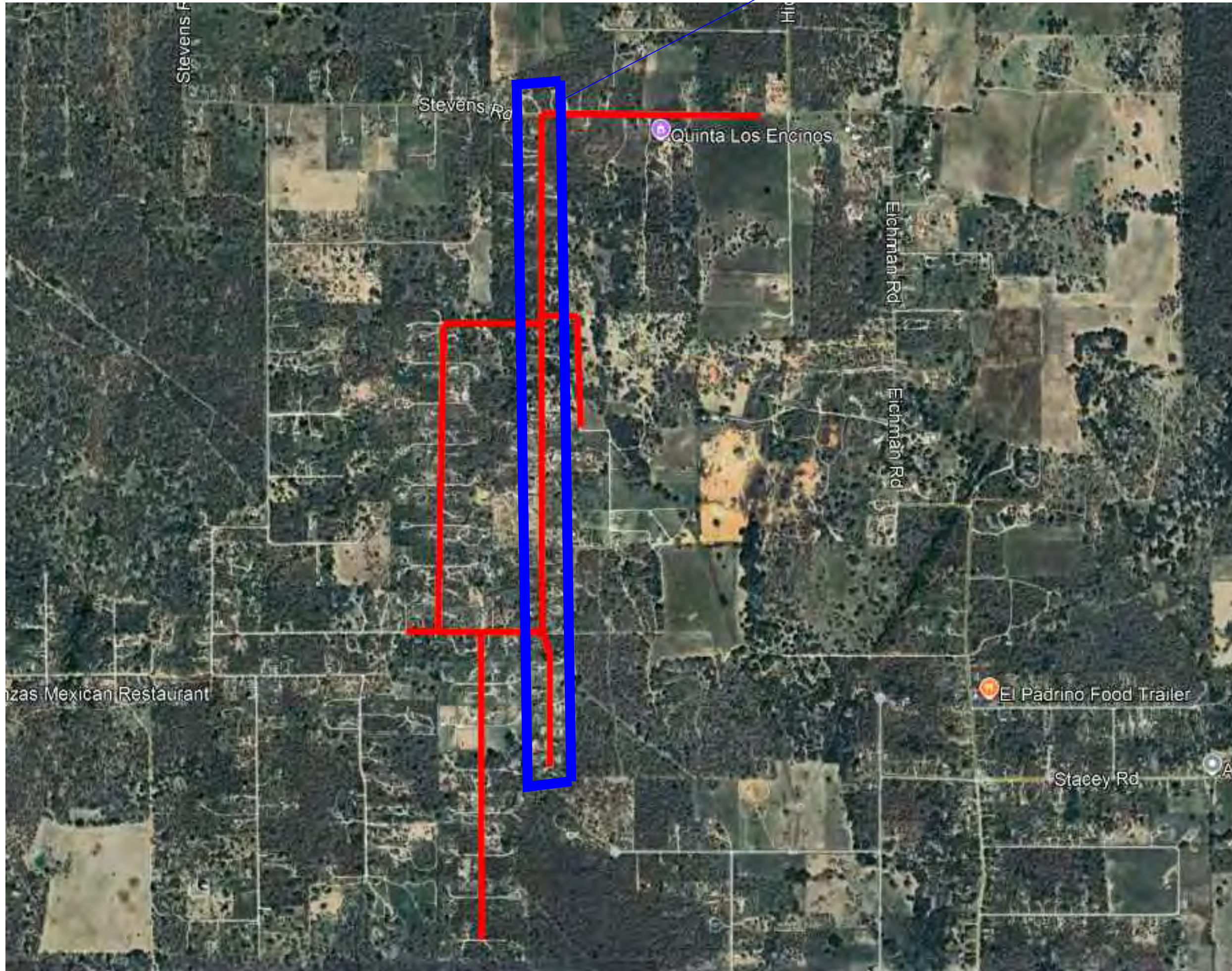
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



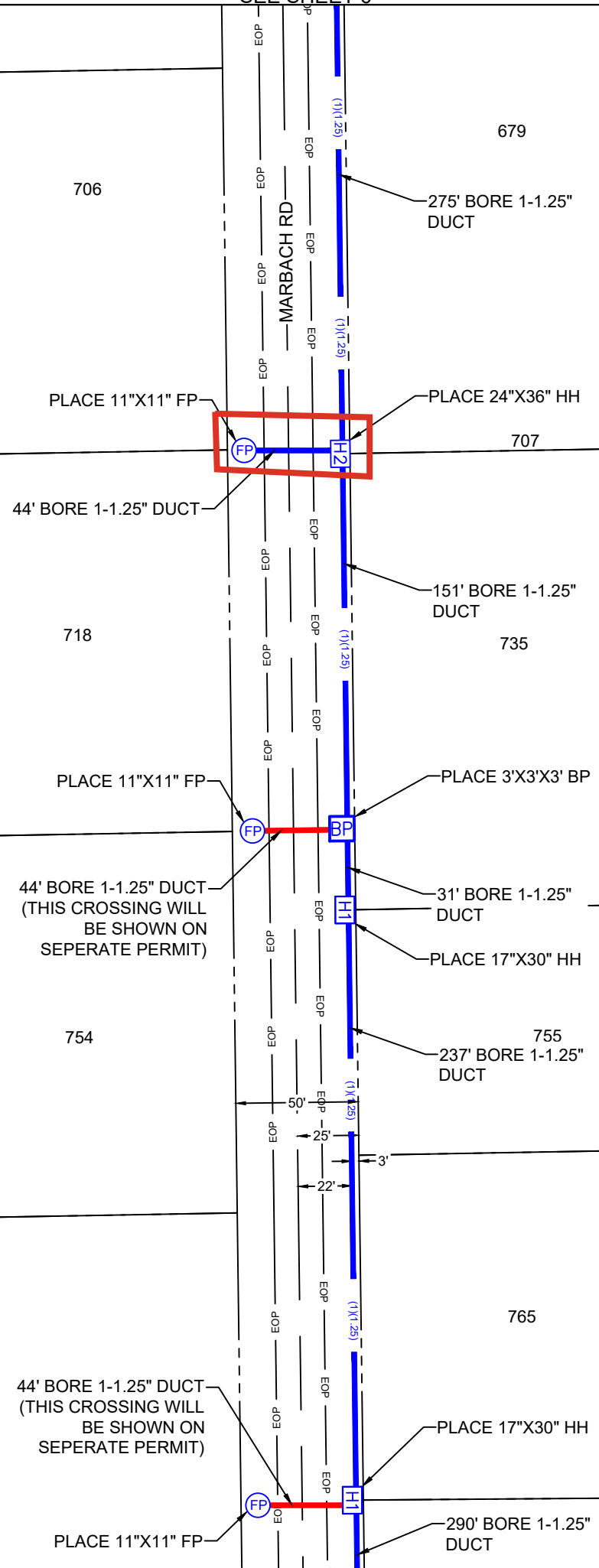
ATASCOSA COUNTY MARBACH RD - 5320504

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|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.

SEE SHEET 6

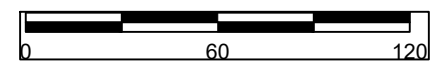


- DIRECTIONAL BORE
- 3'X3'X3' BORE PIT
- FLOWER POT
- 17\"X30\" HANDHOLE
- 24\"X36\" HANDHOLE
- 36\"X36\" HANDHOLE
- 30\"X48\" HANDHOLE

SEE SHEET 8



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|-------------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 2 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - Cross #9

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

457 Ranch Rd, Somerset, TX 78069

29.15953, -98.65024

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

Joseph Eustace, 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. _____

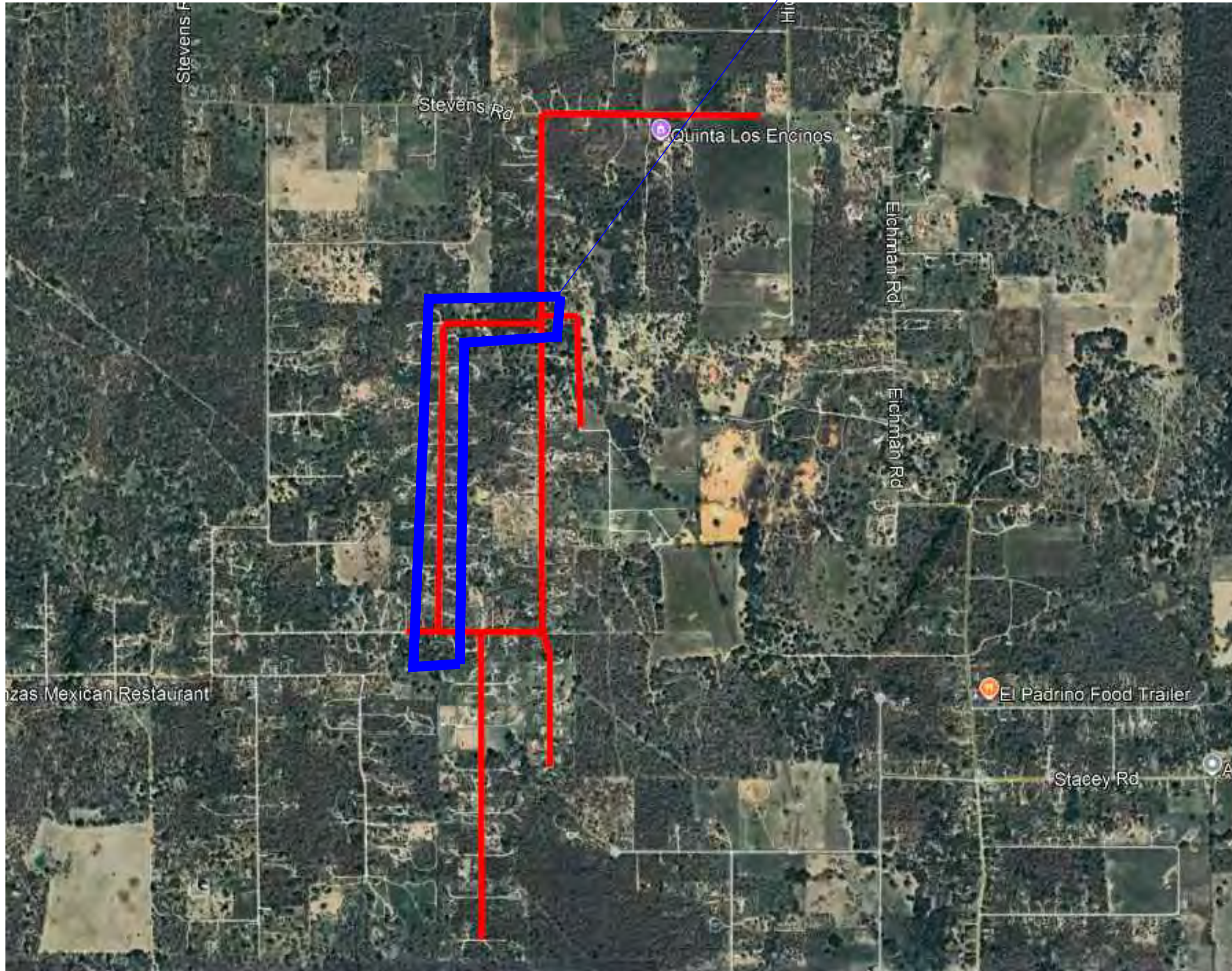
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

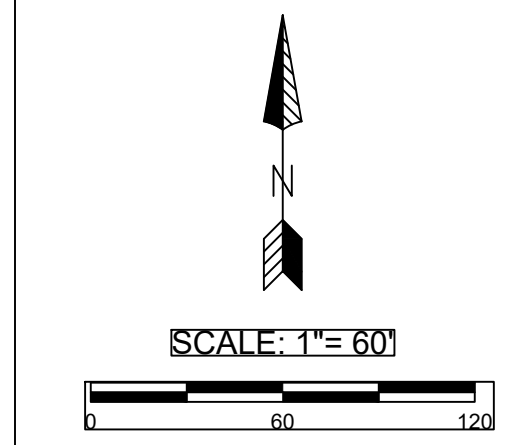
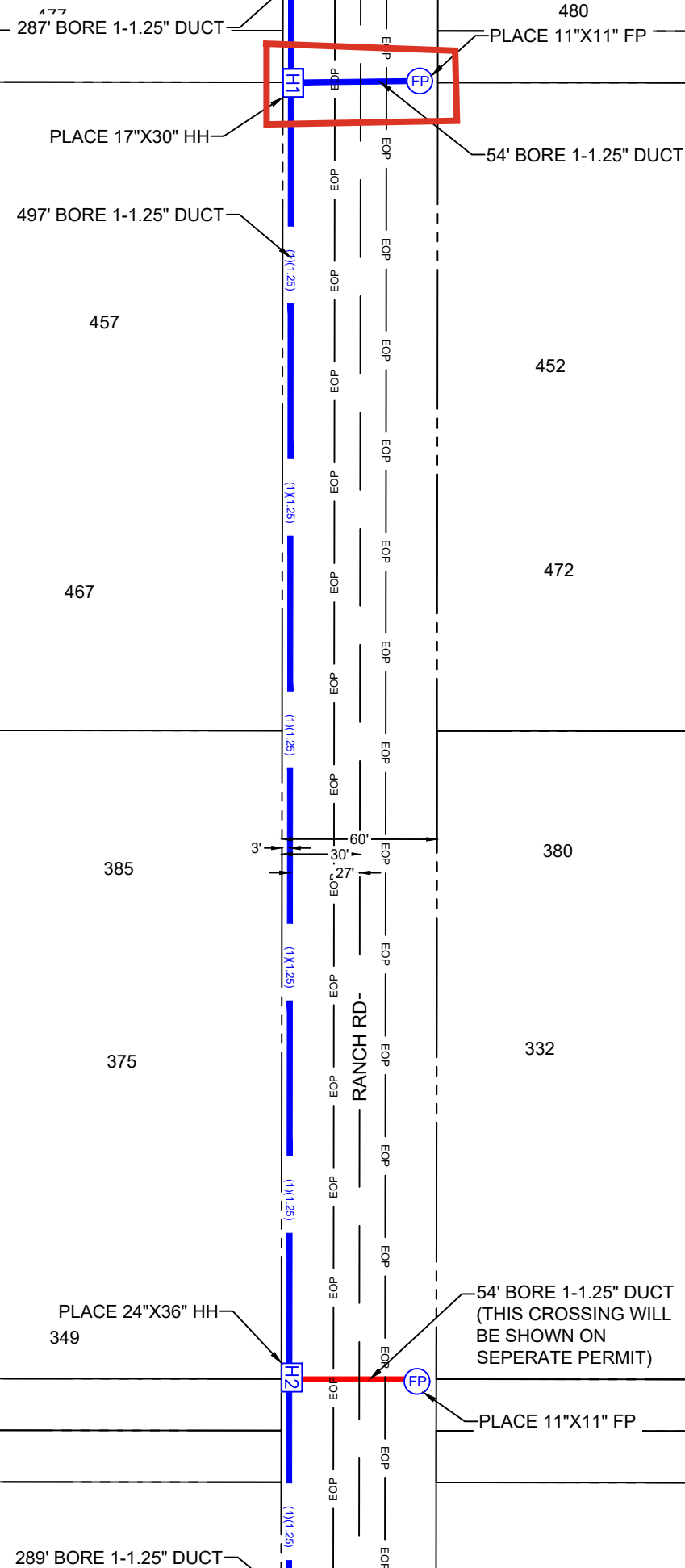


ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|---|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | | PAGE: 1 OF 13 |



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.

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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|-----------------|-----------|------------|------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | ENGR: | JEFF GOFF |
| SCALE: | 1:60 | CNTY: | ATASCOSA |
| | | PHONE: | 512-759-5352 |
| | | FILE: | RANCH RD - 5320504.dwg |
| | | PAGE: | 5 OF 13 |

- 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

565 Crestway, Somerset, TX 78069

29.14450, -98.64836

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

Joseph Eustace, 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. _____

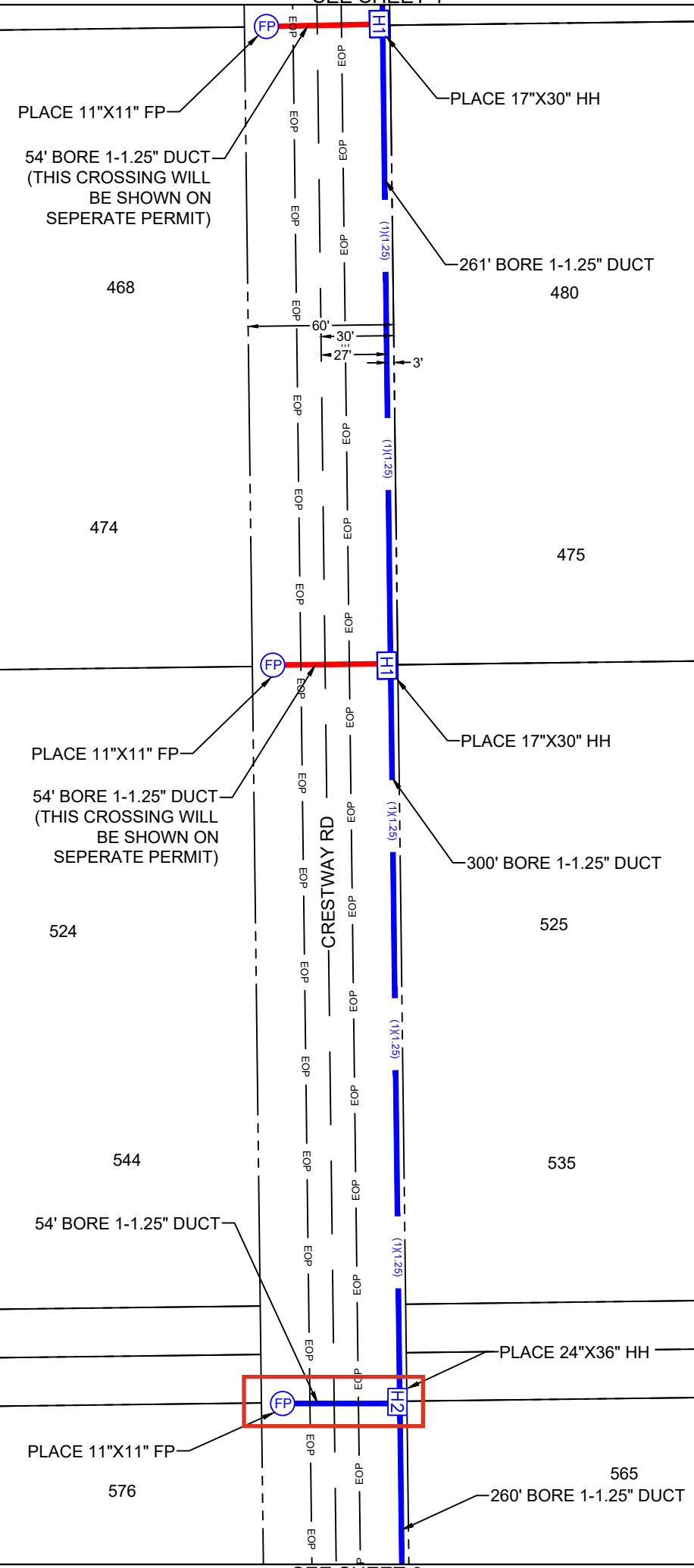
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk



Know what's below.
Call before you dig.



SEE SHEET 4

SEE SHEET 6

- 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

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**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | |
|---------------------------------|-----------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | EXCH. CODE: 70428 |
| FILE: CRESTWAY RD - 5320504.dwg | PAGE: 5 OF 12 |

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

Marbach Rd - Cross #10

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

735 Marbach Rd, Somerset, TX 78069 29.16086, -98.64587

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

Joseph Eustace, 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:

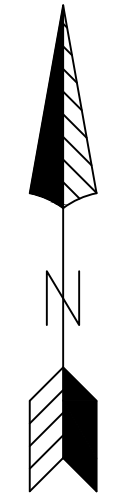
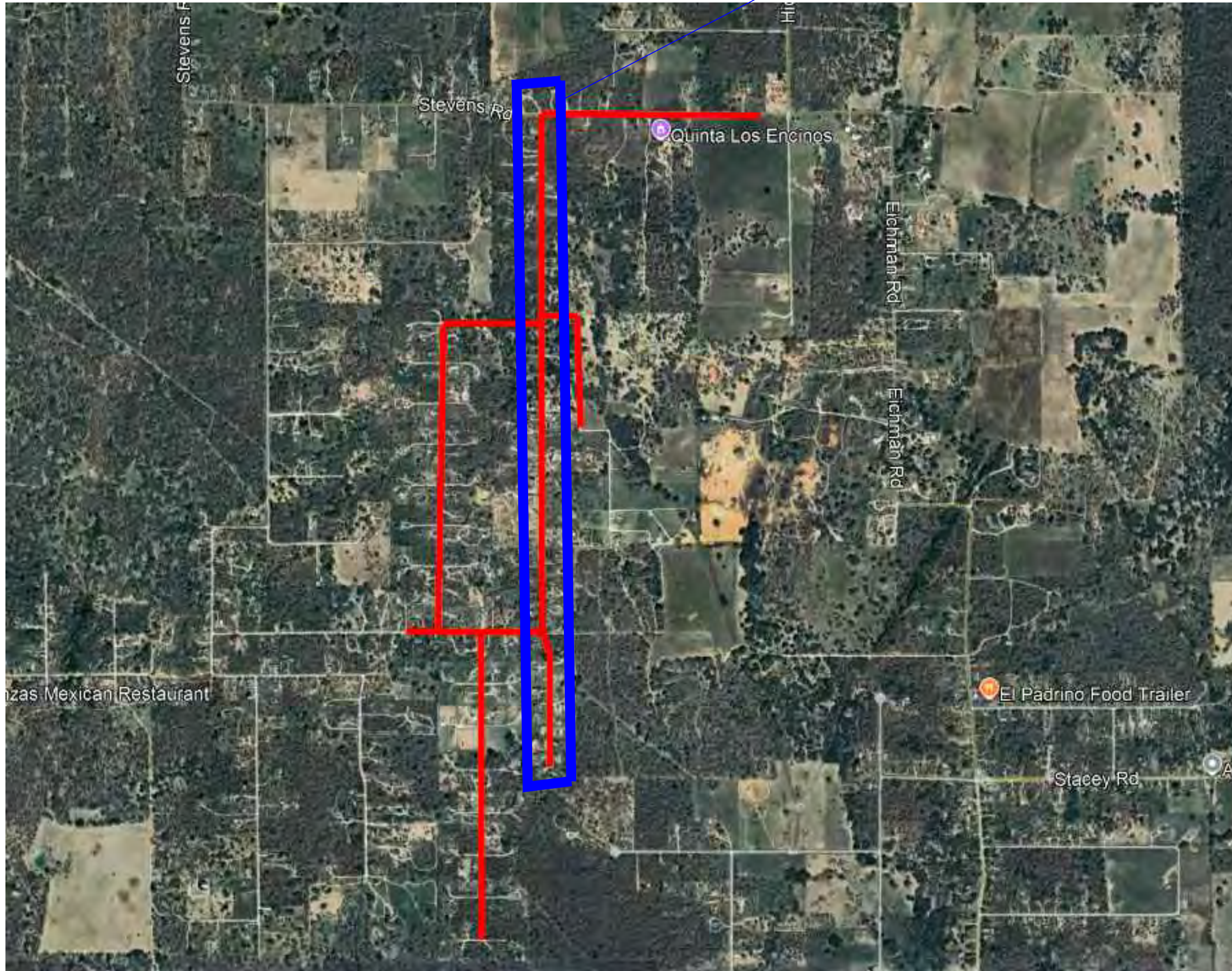
Theresa Carrasco, County

By: _____ Deputy

Clerk

LOCATION MAP

PROJECT AREA

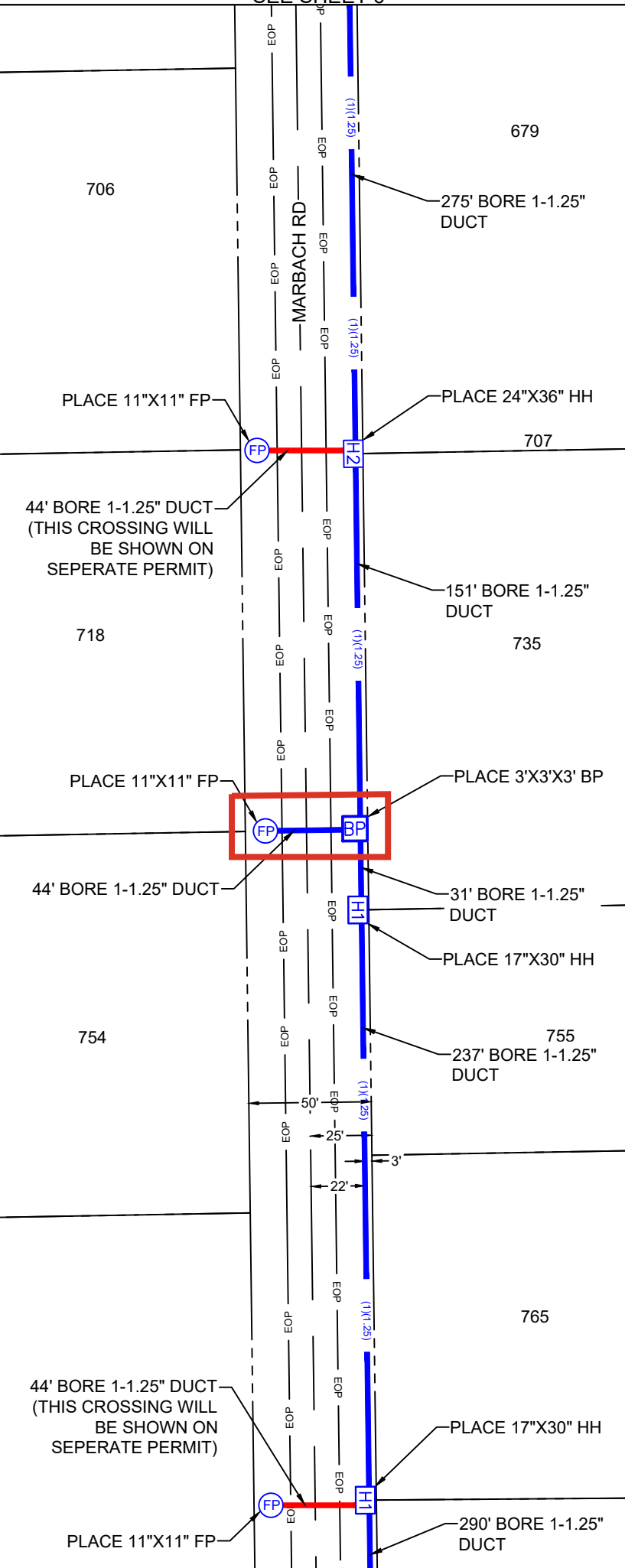


ATASCOSA COUNTY MARBACH RD - 5320504

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|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |

SEE SHEET 6

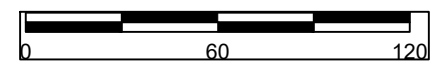
Know what's below.
Call before you dig.



- 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

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|-------------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 2 OF 8 |

SEE SHEET 8

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

375 Ranch Rd, Somerset, TX 78069 29.15815, -98.65025

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

Joseph Eustace, 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. _____

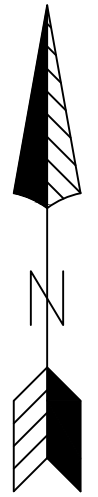
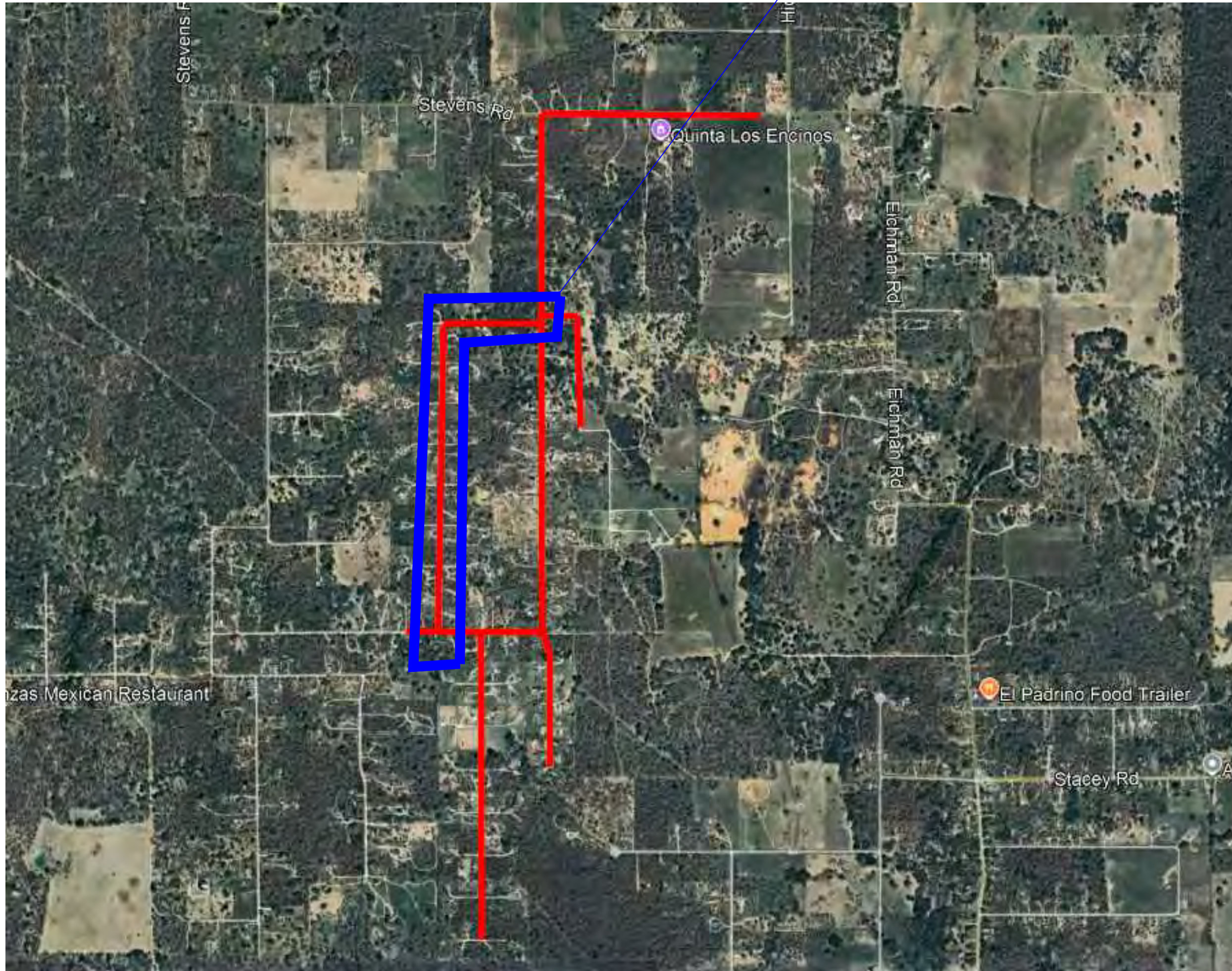
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

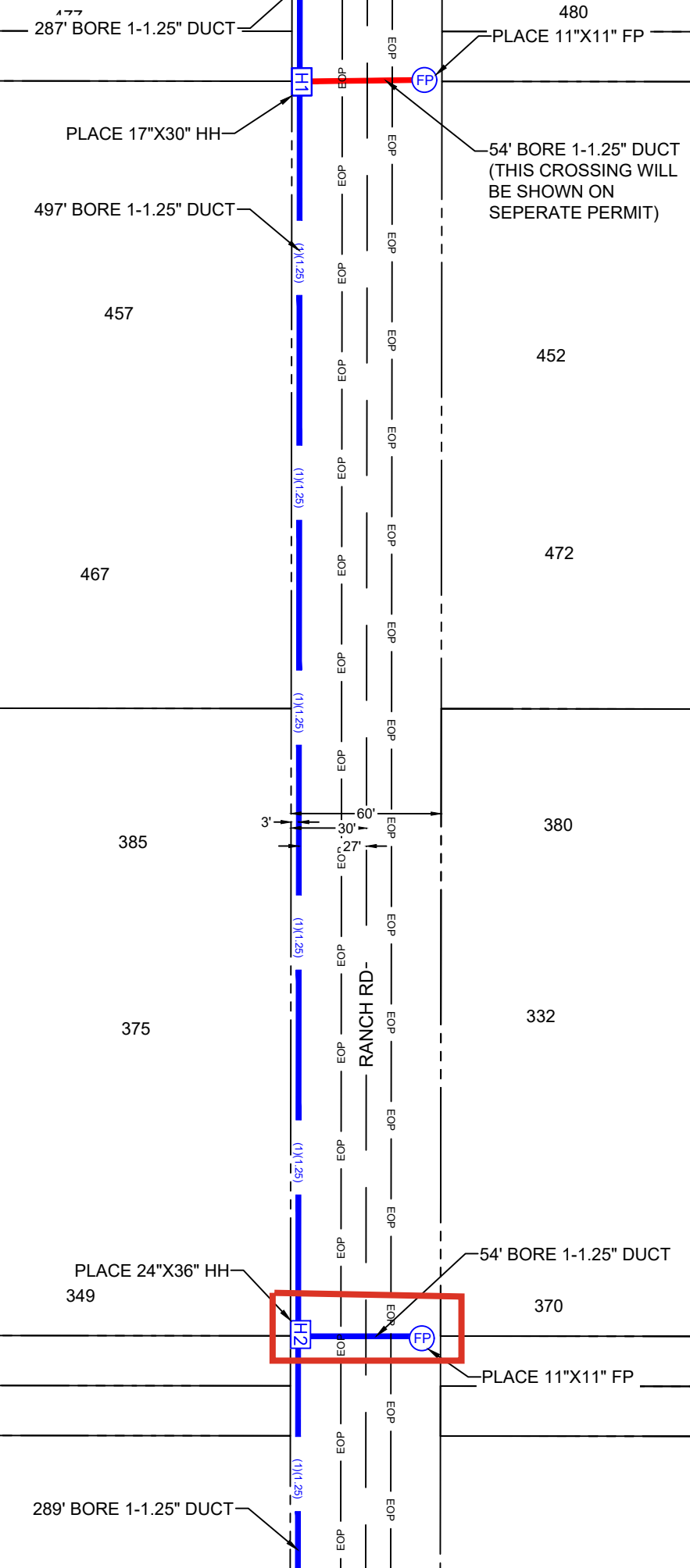


ATASCOSA COUNTY RANCH RD - 5320504

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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



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

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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

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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
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| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| FILE: RANCH RD - 5320504.dwg | PAGE: 5 OF 13 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

| | |
|----------------------------------|---------------------|
| 623 Crestway, Somerset, TX 78069 | 29.14377, -98.64833 |
| | |
| | |

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

Joseph Eustace, 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. _____

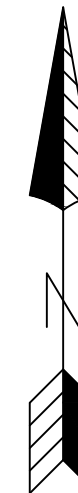
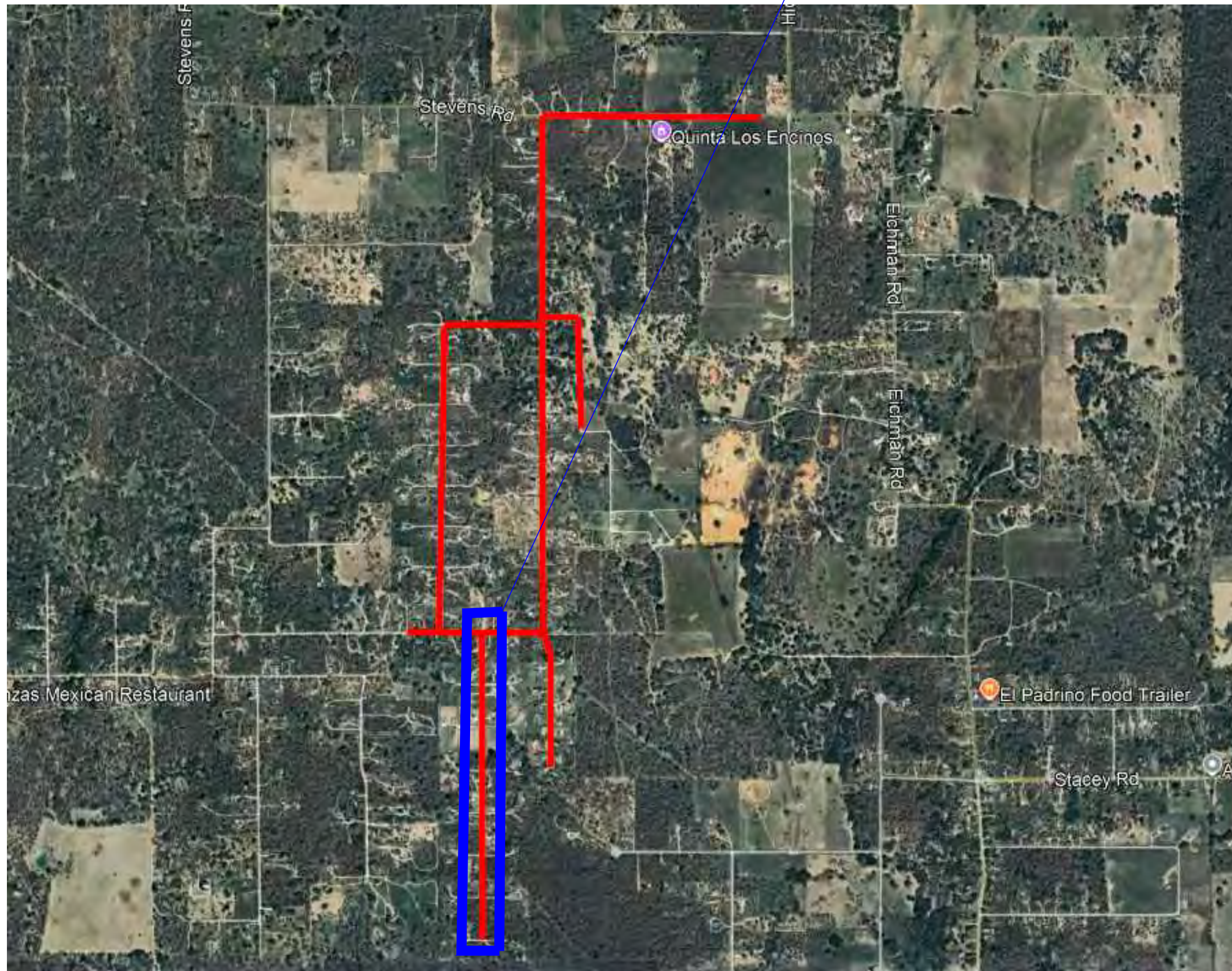
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY
CRESTWAY RD - 5320504**

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | PAGE: 1 OF 12 | |

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

Marbach Rd - Cross #11

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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765 Marbach Rd, Somerset, TX 78069 29.16006, -98.64586

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

Joseph Eustace, 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.
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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. _____

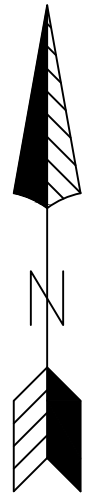
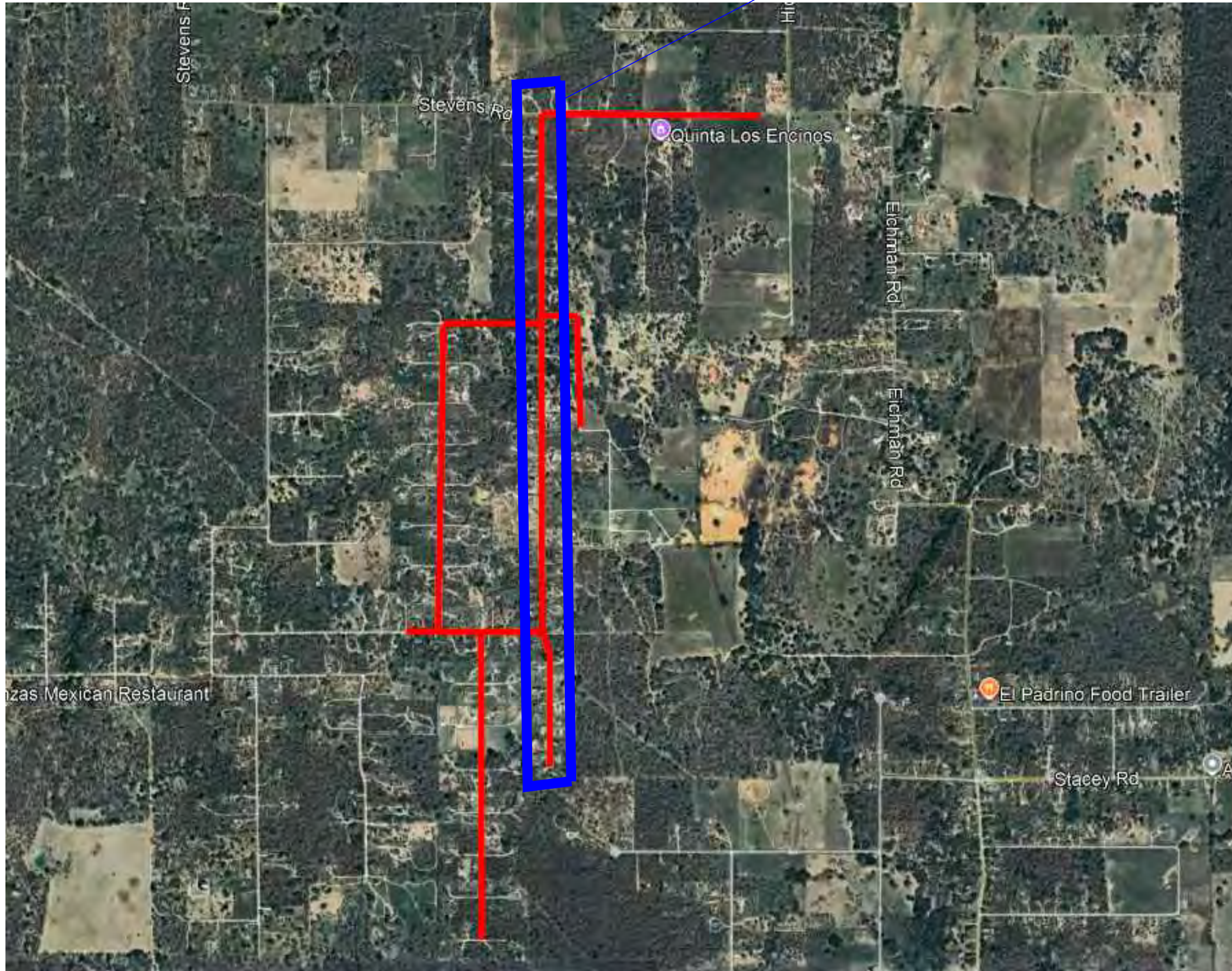
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | | |
|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - Cross #11

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

335 Ranch Rd, Somerset, TX 78069

29.15735, -98.65025

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

Joseph Eustace, 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. _____

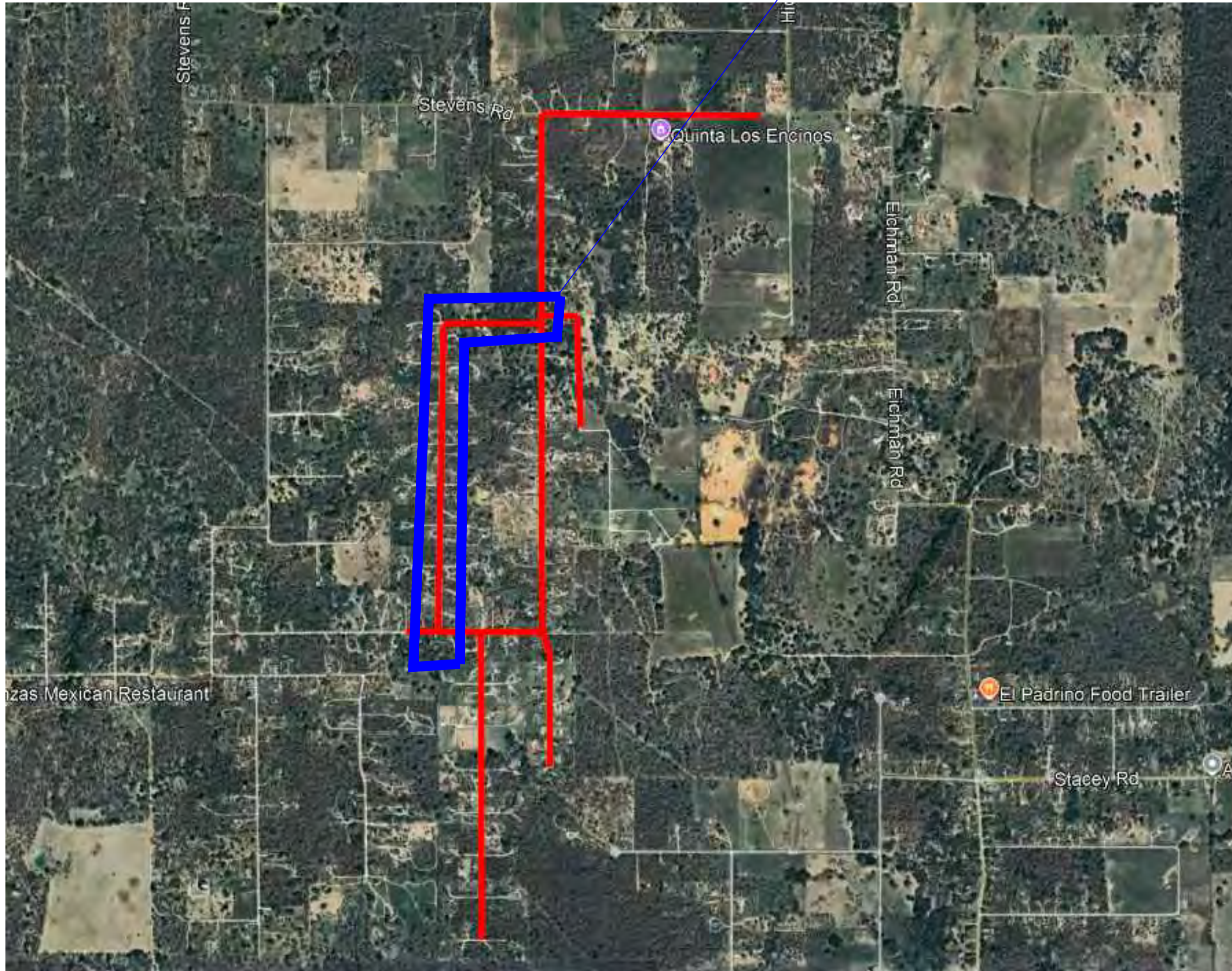
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | | |
|-----------------|--------------|-------------|------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | RANCH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 13 |

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

661 Crestway, Somerset, TX 78069 29.14294, -98.64833

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

Joseph Eustace, 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. _____

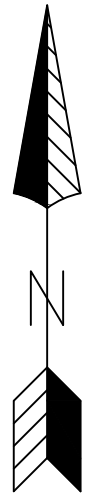
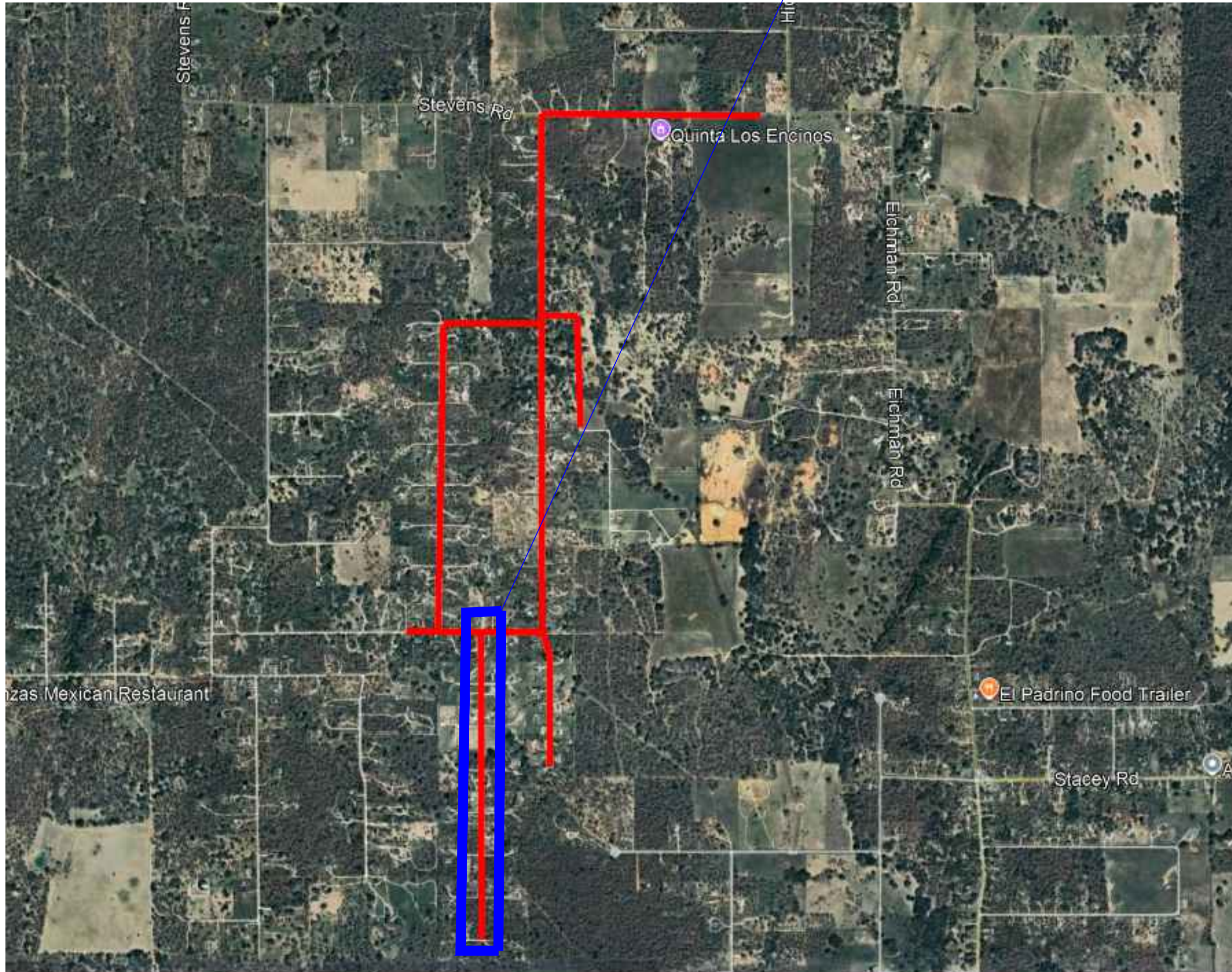
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY CRESTWAY RD - 5320504

| | | |
|-------------------------|---|---------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: CRESTWAY RD - 5320504.dwg |
| | | PAGE: 1 OF 12 |

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

Marbach Rd - Cross #12

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

847 Marbach Rd, Somerset, TX 78069 29.15952, -98.64589

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

Joseph Eustace, 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. _____

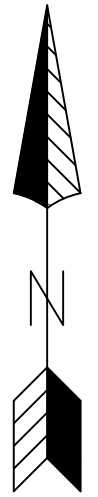
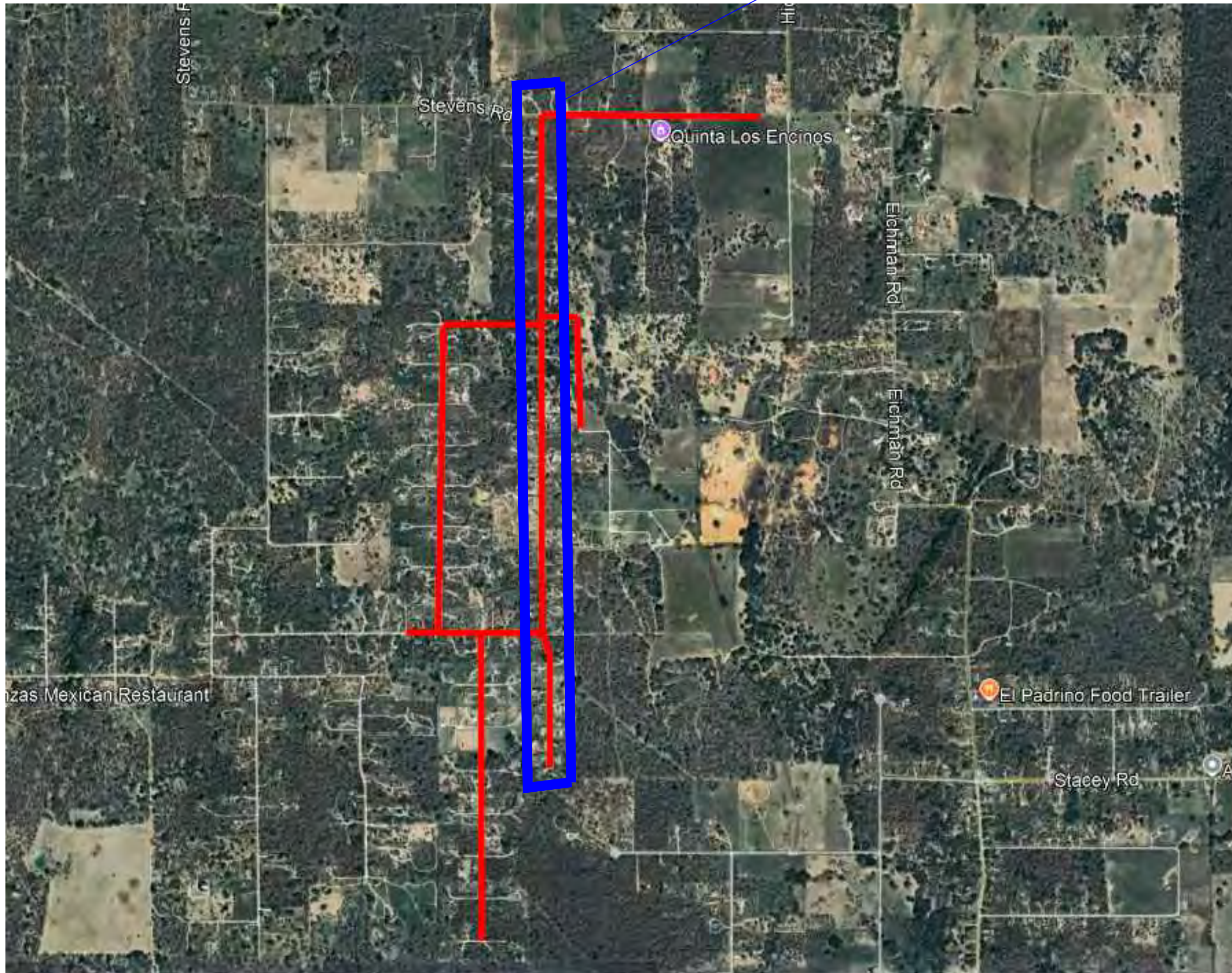
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | | |
|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.

784 UNIT 2

784

SEE SHEET 7

290' BORE 1-1.25" DUCT

FUTURE LOT

832
44' BORE 1-1.25" DUCT

PLACE 17"X30" HH

PLACE 11"X11" FP

356' BORE 1-1.25" DUCT

FUTURE LOT

MARBACH RD

FUTURE LOT

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

921

PLACE 3'X3'X3' BP

48' BORE 1-1.25" DUCT

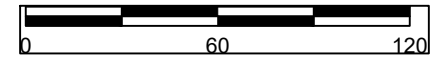
PLACE 11"X11" FP

SEE SHEET 9

- 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

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | | |
|-------------------------|-----------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 2 OF 8 | | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

 ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

267 Ranch Rd, Somerset, TX 78069 29.15666, -98.65025

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

Joseph Eustace, 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. _____

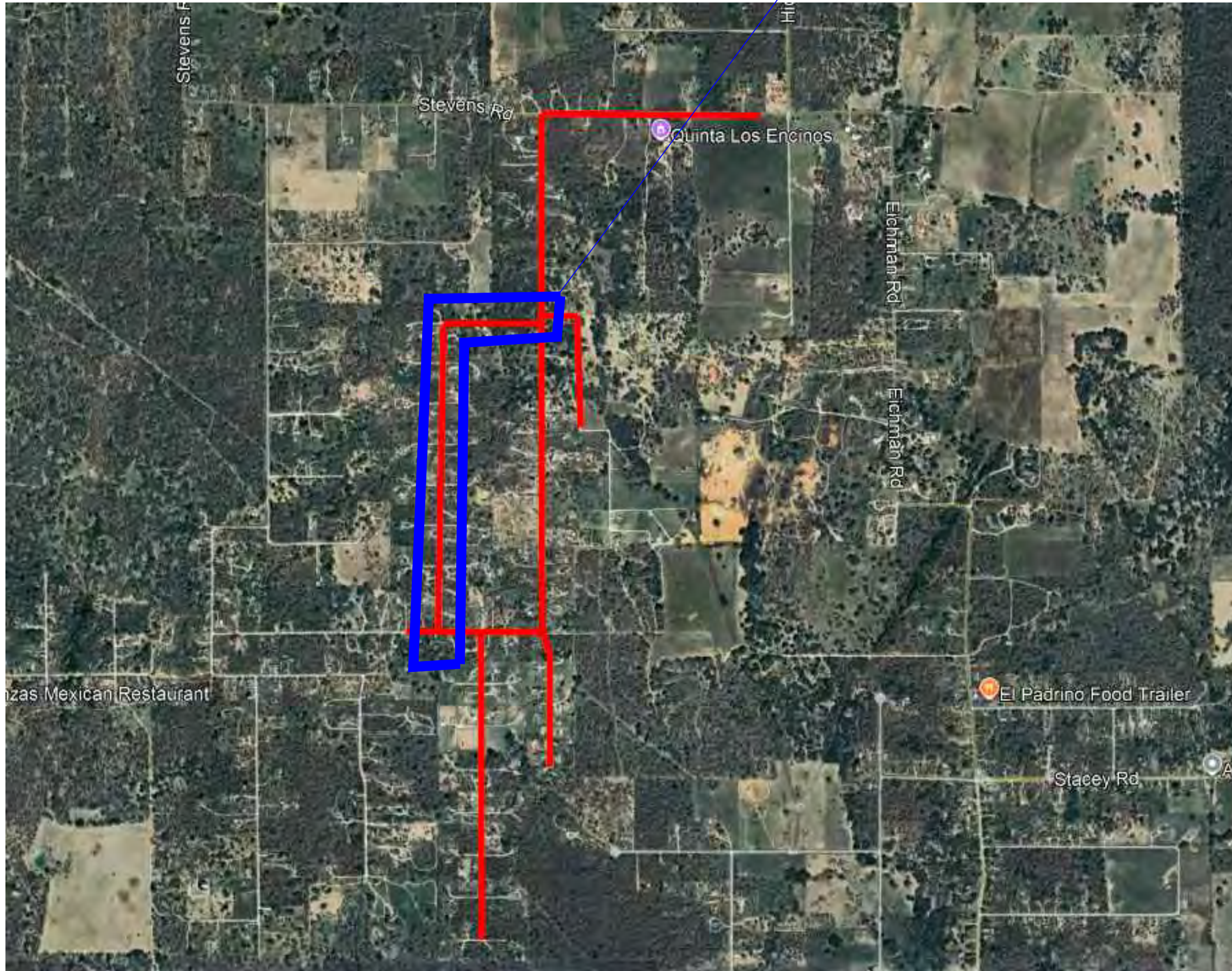
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

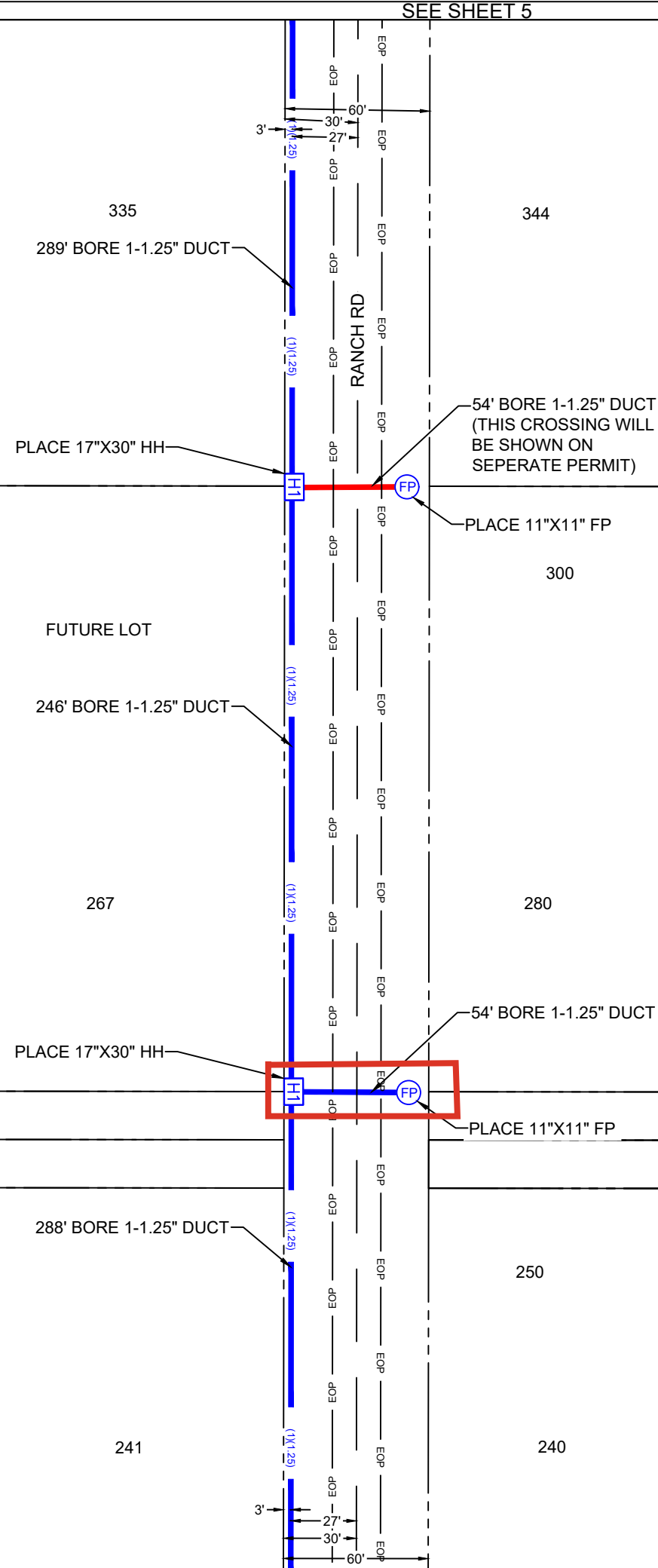


ATASCOSA COUNTY RANCH RD - 5320504

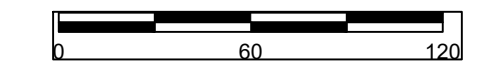
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| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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

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| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | CNTY: ATASCOSA |
| FILE: RANCH RD - 5320504.dwg | PAGE: 6 OF 13 |

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

Marbach Rd - Cross #13

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

947 Marbach Rd, Somerset, TX 78069 29.15785, -98.64585

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

Joseph Eustace, 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. _____

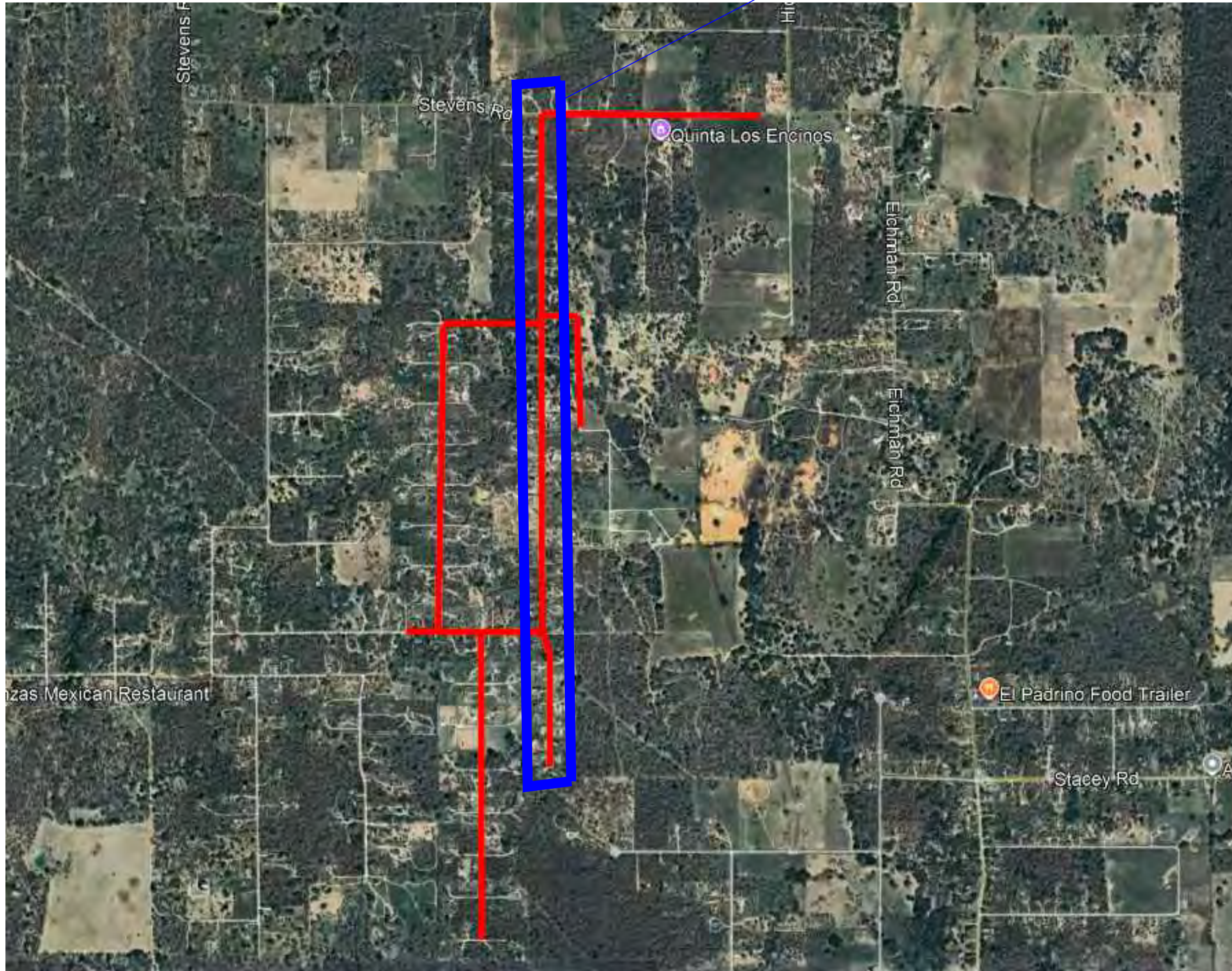
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | | |
|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - Cross #13

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

141 Ranch Rd, Somerset, TX 78069

29.15586, -98.65025

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

Joseph Eustace, 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. _____

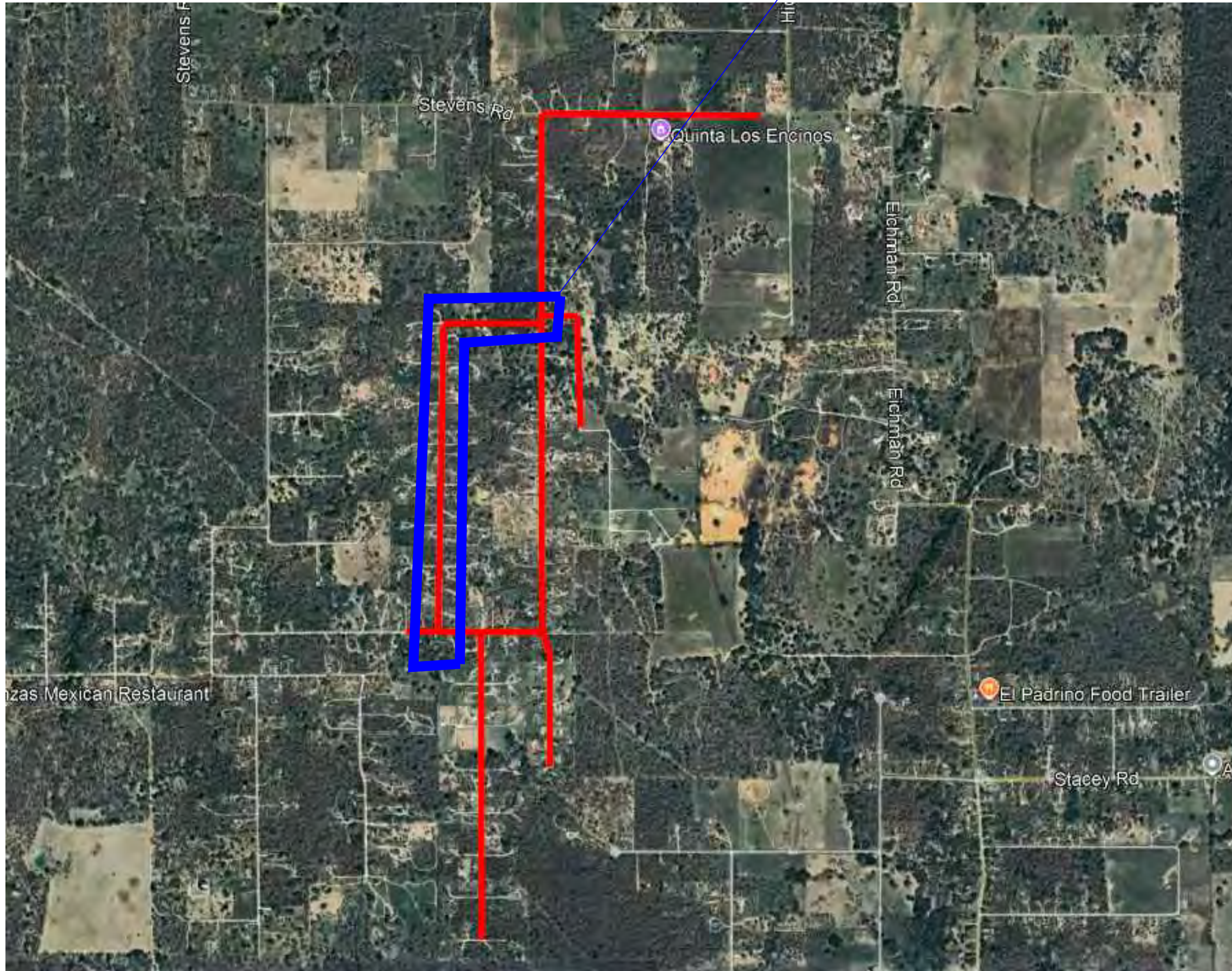
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|-----------------------|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |

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

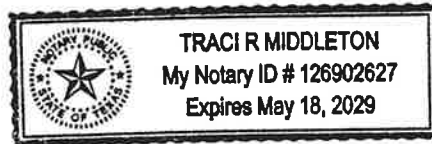
Company _____
By: Housley Group

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1027 Marbach Rd, Somerset, TX 78069 29.15717, -98.64584

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

Joseph Eustace, 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. _____

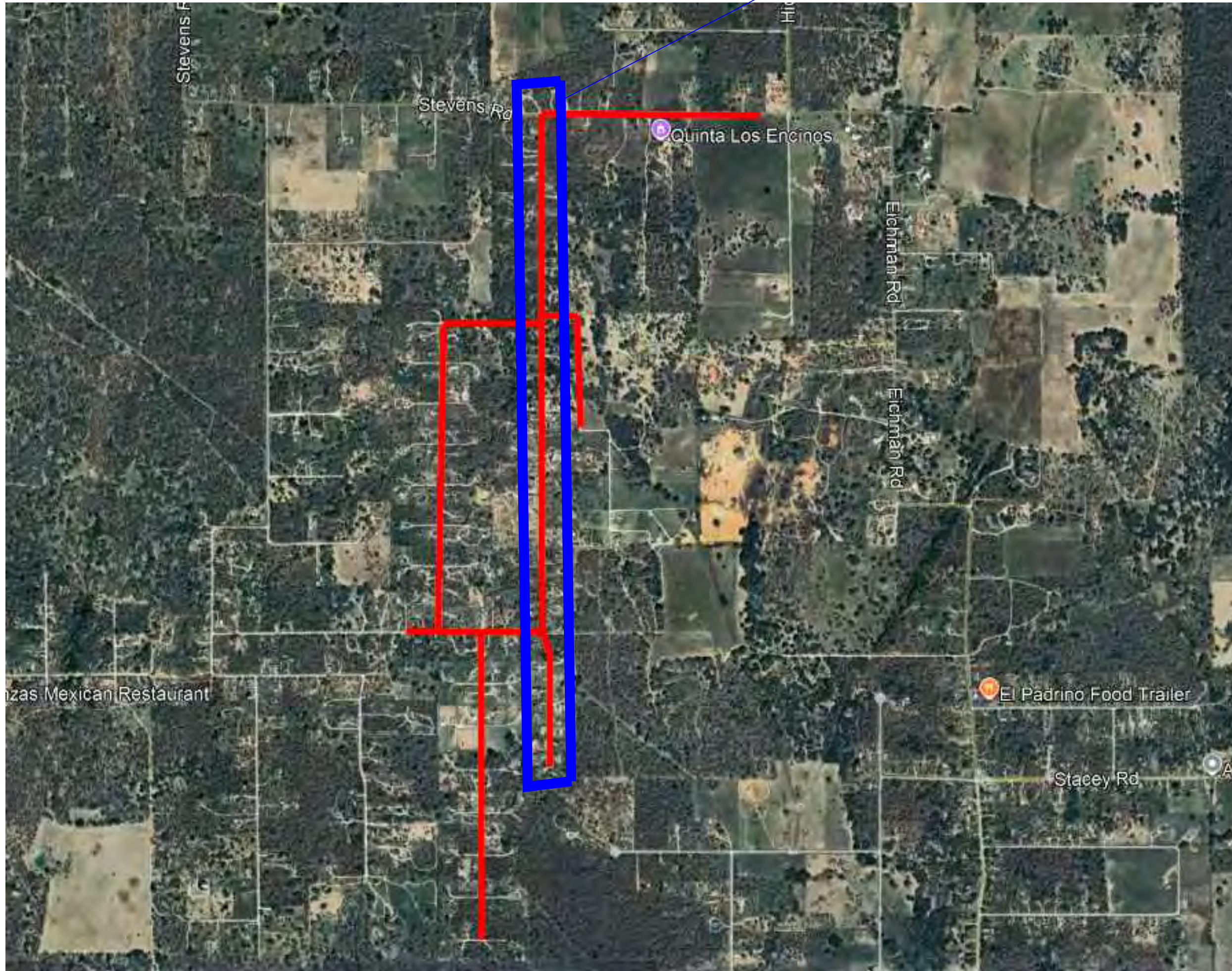
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Ranch Rd - Cross #14

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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

121 Ranch Rd, Somerset, TX 78069 29.15586, -98.65025

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

Joseph Eustace, 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. _____

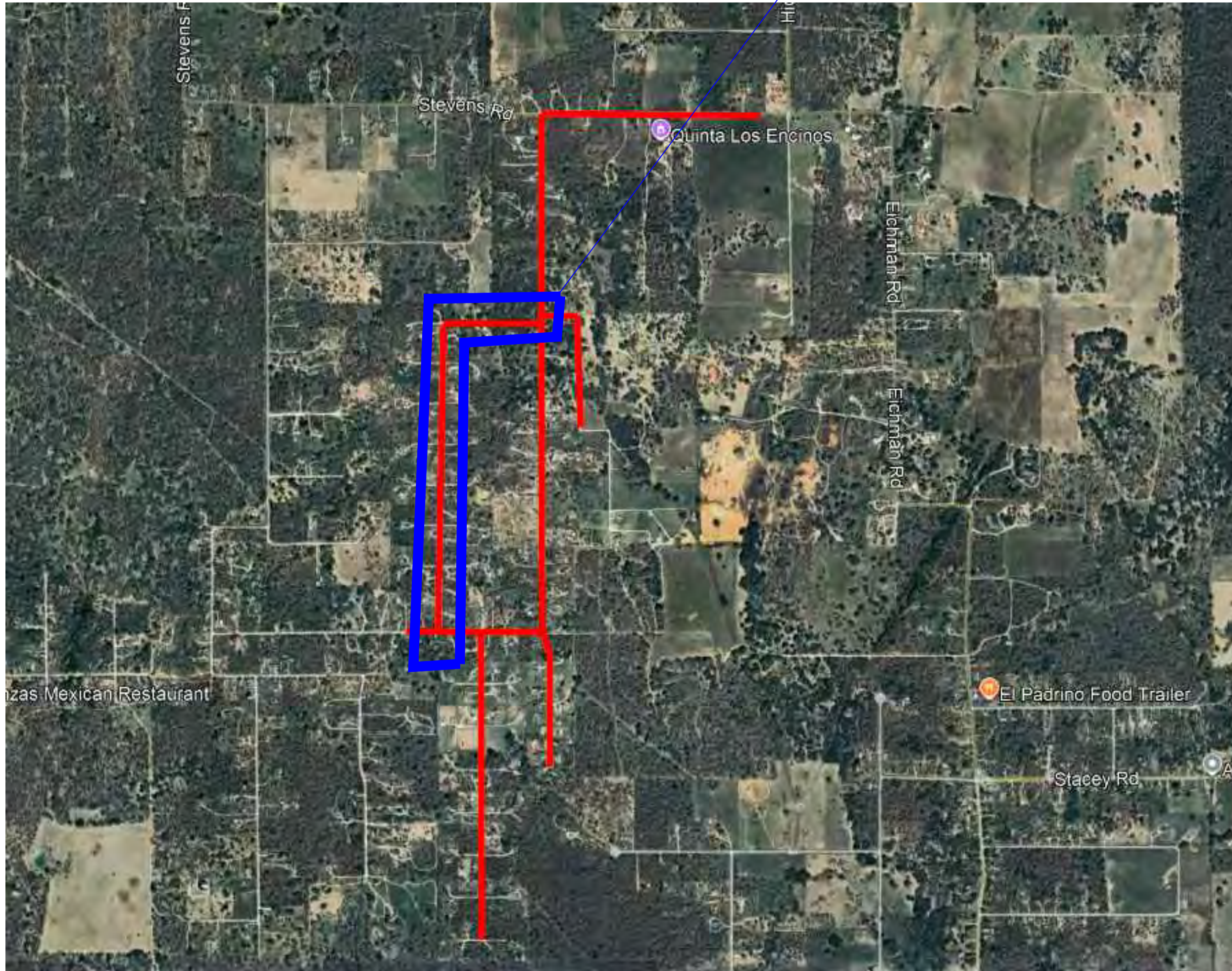
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|---|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 1 OF 13 | |



Know what's below.
Call before you dig.

288' BORE 1-1.25" DUCT

PLACE 17"X30" HH

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

PLACE 11"X11" FP

286' BORE 1-1.25" DUCT

185

190

165

180

RANCH RD

PLACE 24"X36" HH

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

517' BORE 1-1.25" DUCT

121

150

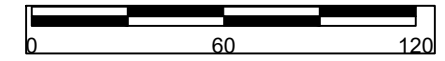
125

100

GAS PIPELINE



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
RANCH RD - 5320504**

| | | |
|-------------------------|-----------------------|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | EXCH. CODE: 70428 |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 | FILE: RANCH RD - 5320504.dwg |
| PAGE: 7 OF 13 | | |

- 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1105 Marbach Rd, Somerset, TX 78069 29.15578, -98.64584

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

Joseph Eustace, 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. _____

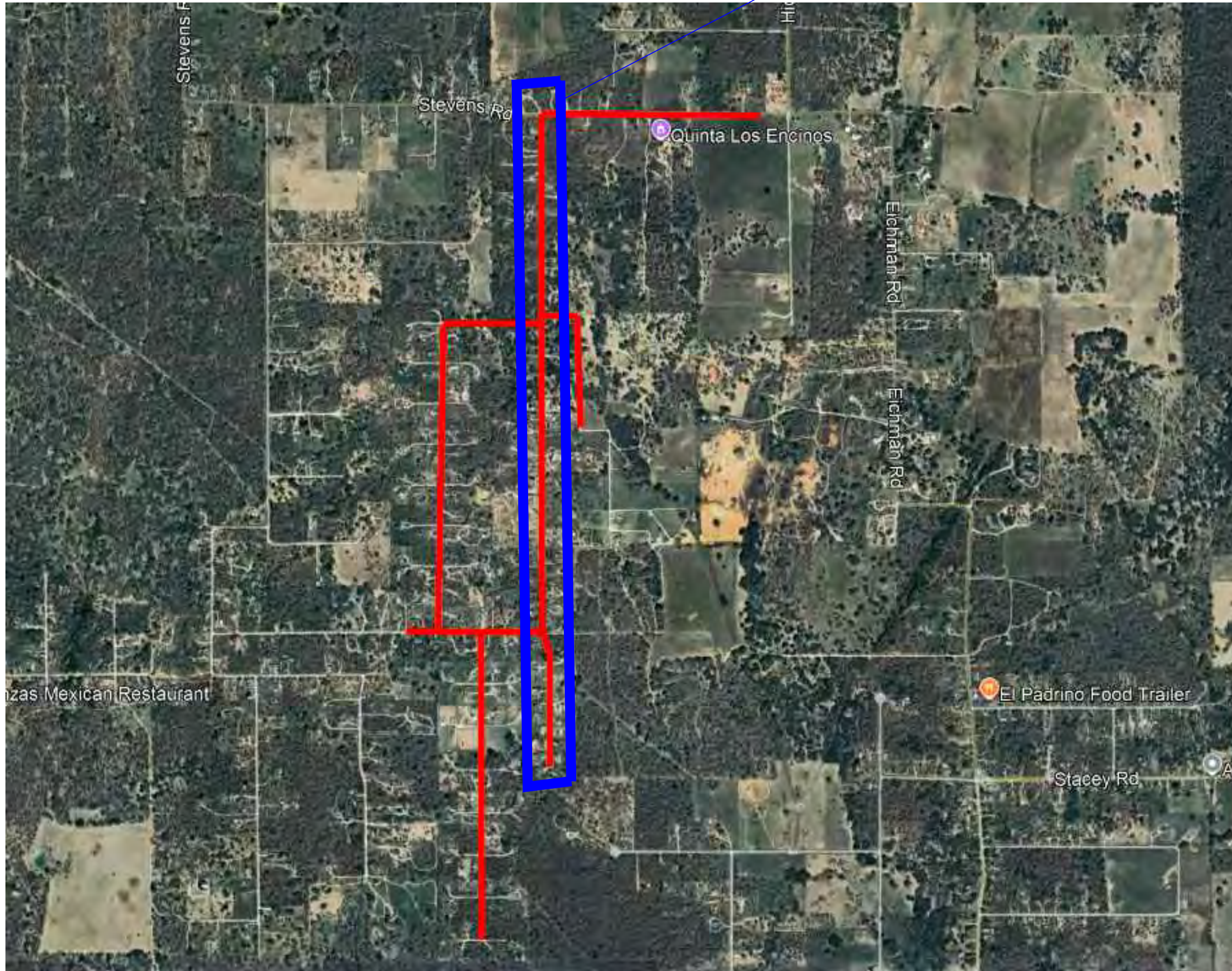
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



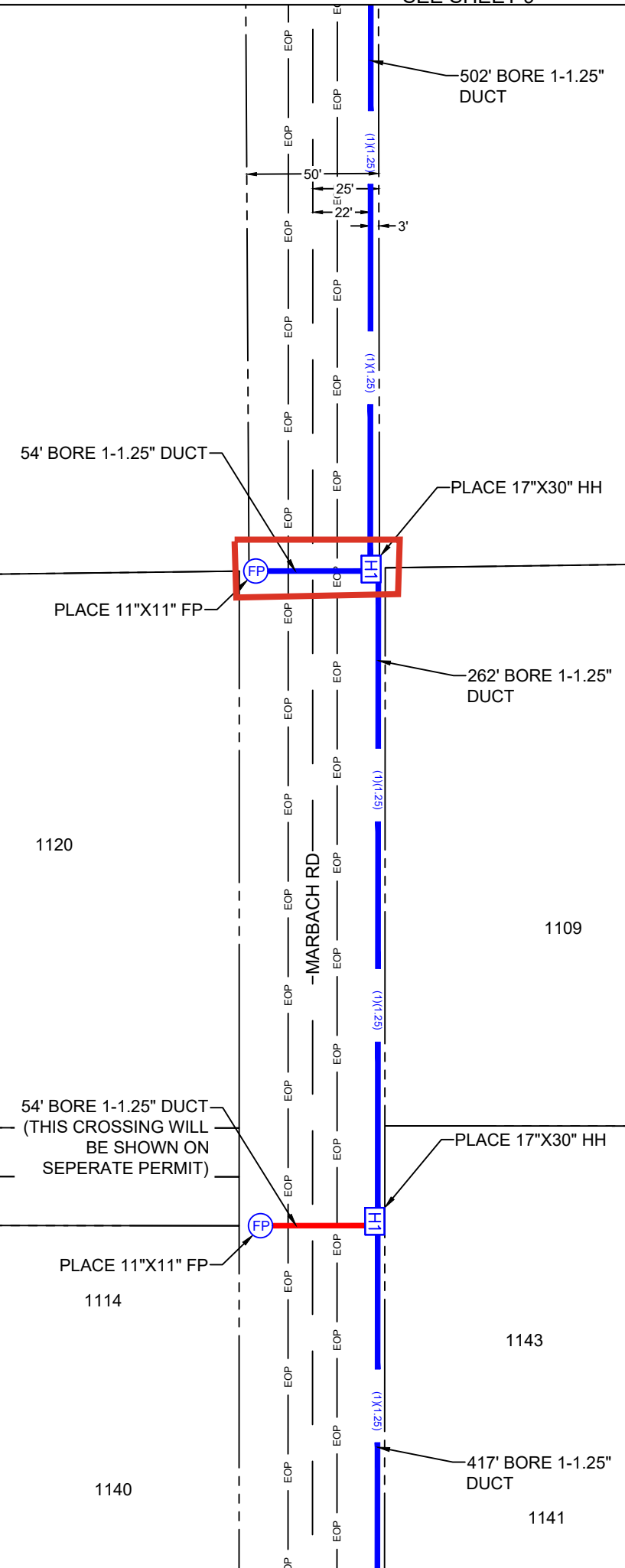
ATASCOSA COUNTY MARBACH RD - 5320504

| | | | |
|-----------------|--------------|-------------|--------------------------|
| PROJECT NUMBER: | 5320504 | C.O. AREA: | JOURDANTON |
| DRAWN DATE: | 9/20/2025 | EXCH. CODE: | 70428 |
| ENGR: | JEFF GOFF | CNTY: | ATASCOSA |
| SCALE: | 1:60 | FILE: | MARBACH RD - 5320504.dwg |
| PHONE: | 325-944-9905 | PAGE: | 1 OF 8 |



Know what's below.
Call before you dig.

SEE SHEET 9



1069

1105

1120

1109

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

1114

1143

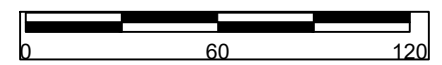
1140

1141

SEE SHEET 11



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|-------------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| EXCH. CODE: 70428 | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 2 OF 8 | |

- 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.

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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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

97 Ranch Rd, Somerset, TX 78069

29.15363, -98.65027

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

Joseph Eustace, 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. _____

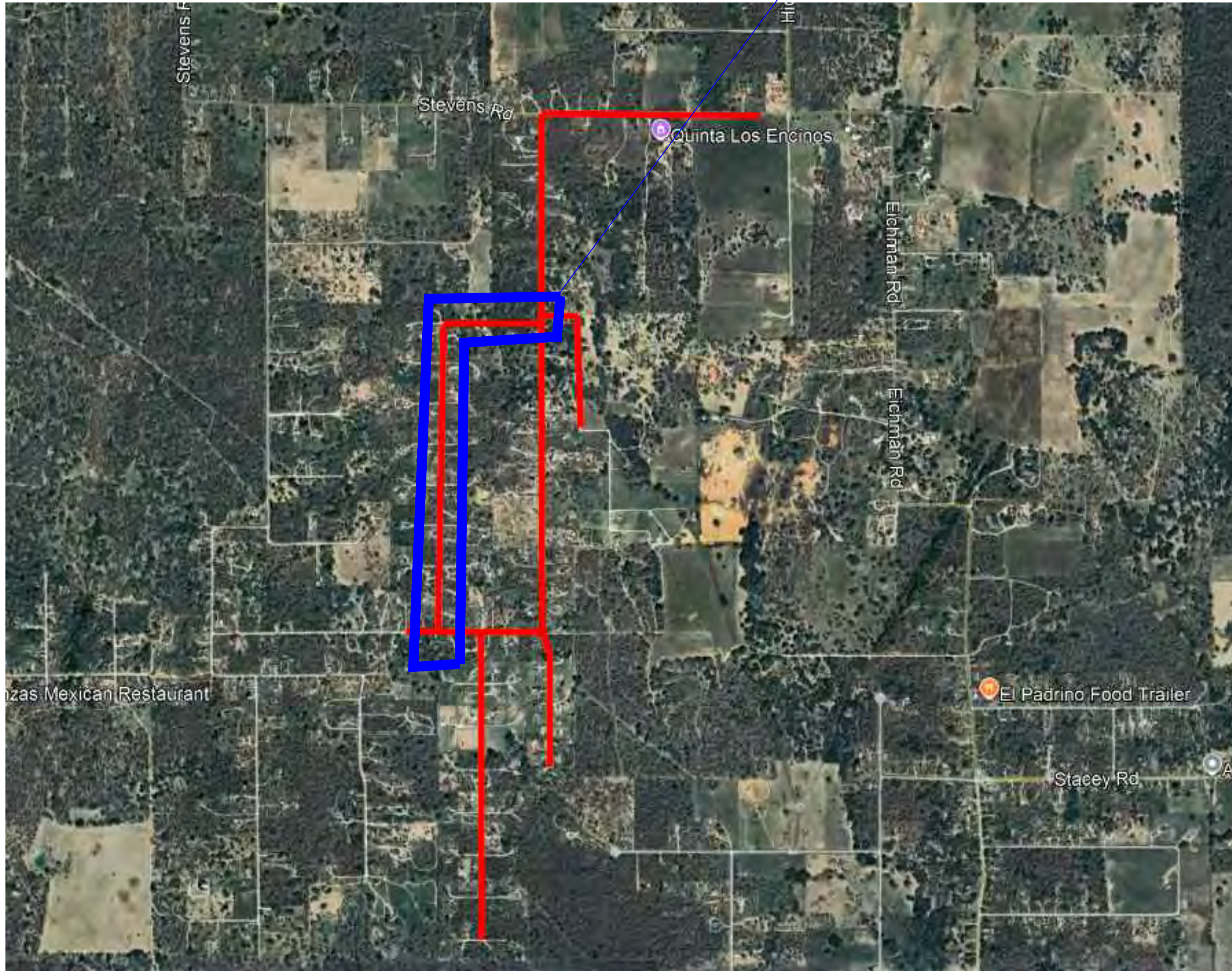
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA

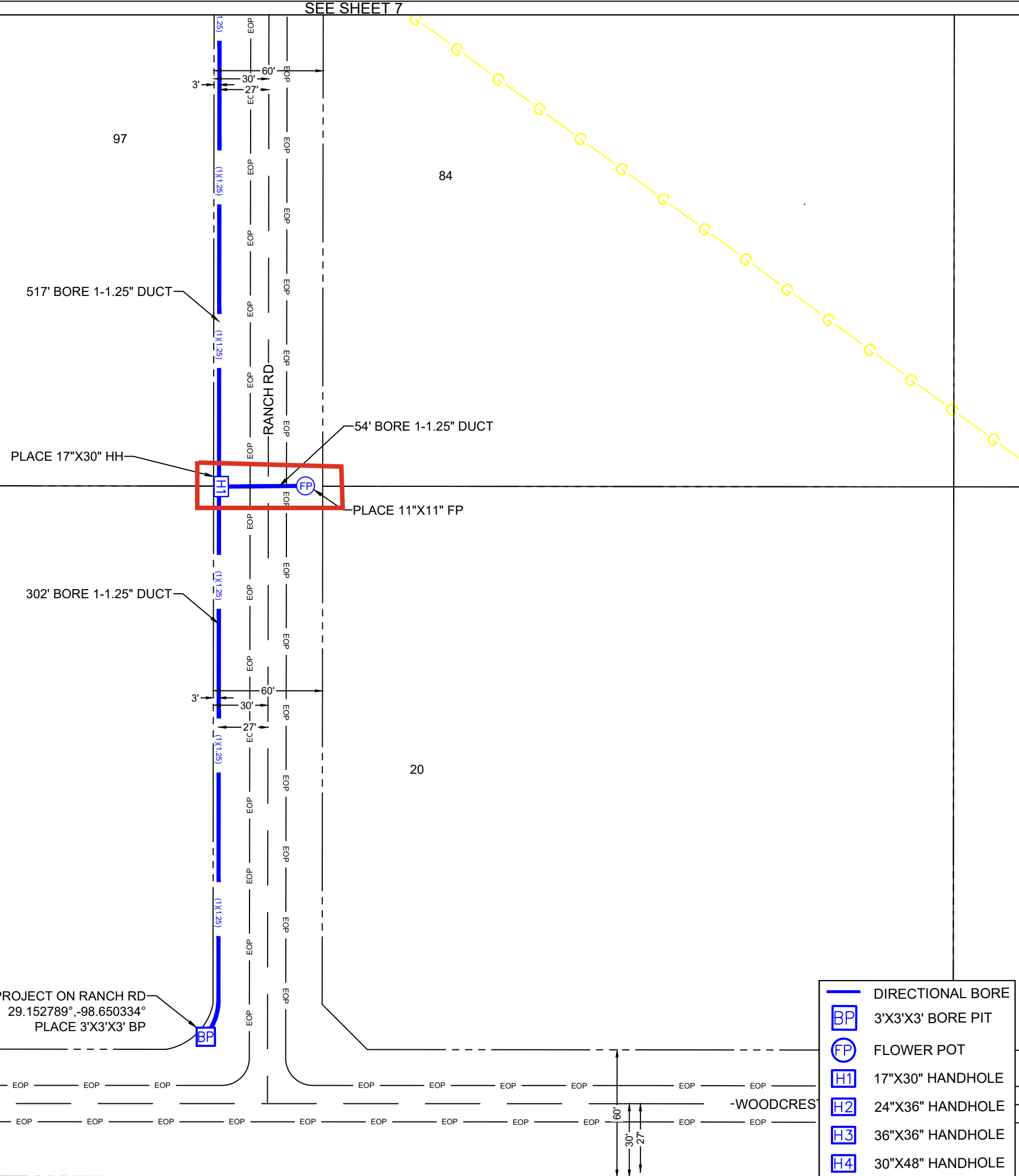


ATASCOSA COUNTY RANCH RD - 5320504

| | | |
|-------------------------|-----------------------|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: RANCH RD - 5320504.dwg |
| PAGE: 1 OF 13 | | |



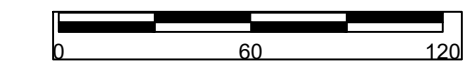
Know what's below.
Call before you dig.



SEE SHEET 7



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
RANCH RD - 5320504**

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|-------------------------|------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| | FILE: RANCH RD - 5320504.dwg |
| | PAGE: 8 OF 13 |

- 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1143 Marbach Rd, Somerset, TX 78069 29.15513, -98.64584

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

Joseph Eustace, 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. _____

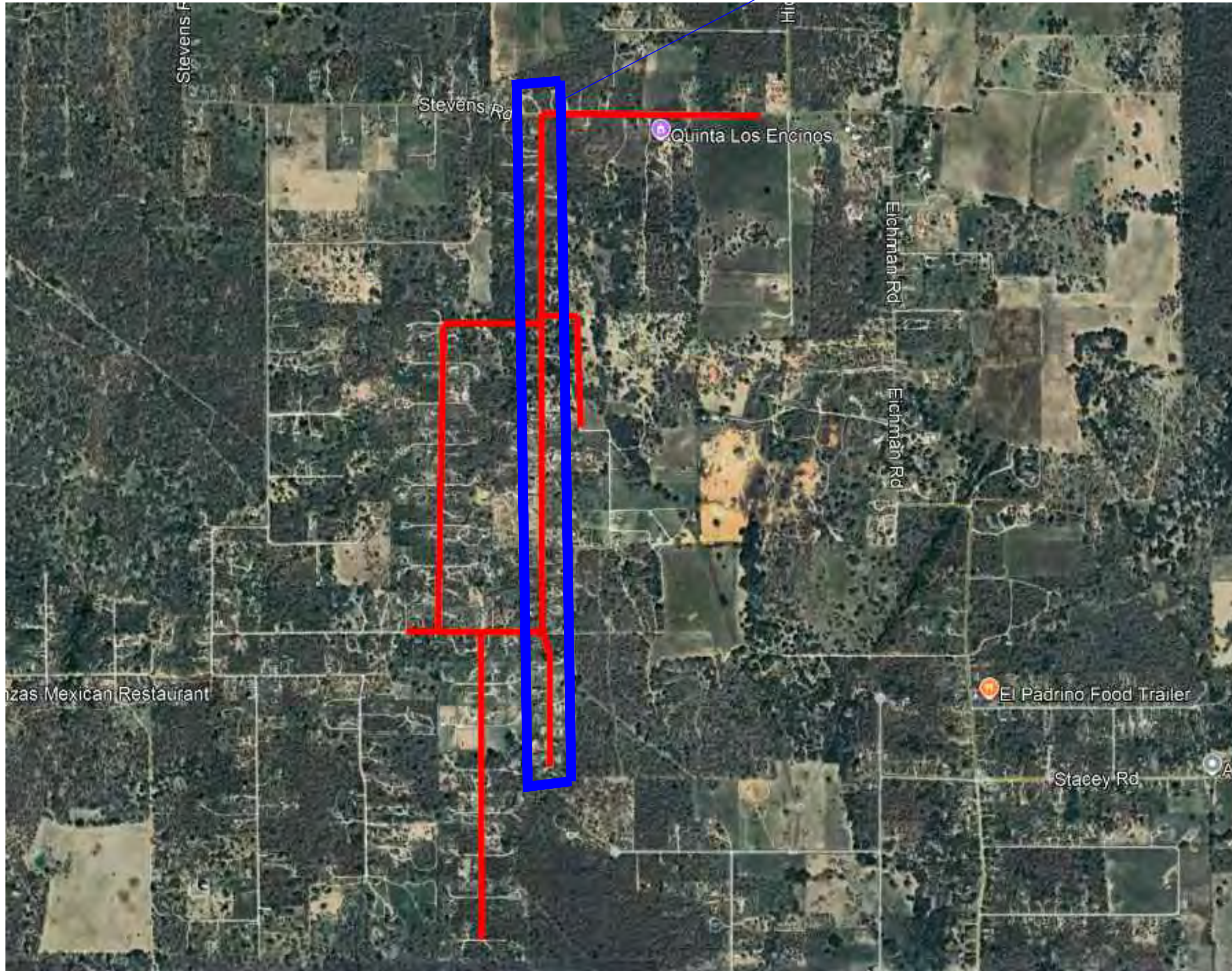
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1145 Marbach Rd, Somerset, TX 78069 29.15362, -98.64584

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

Joseph Eustace, 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. _____

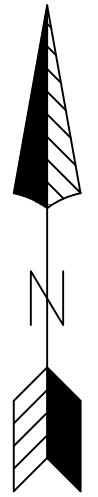
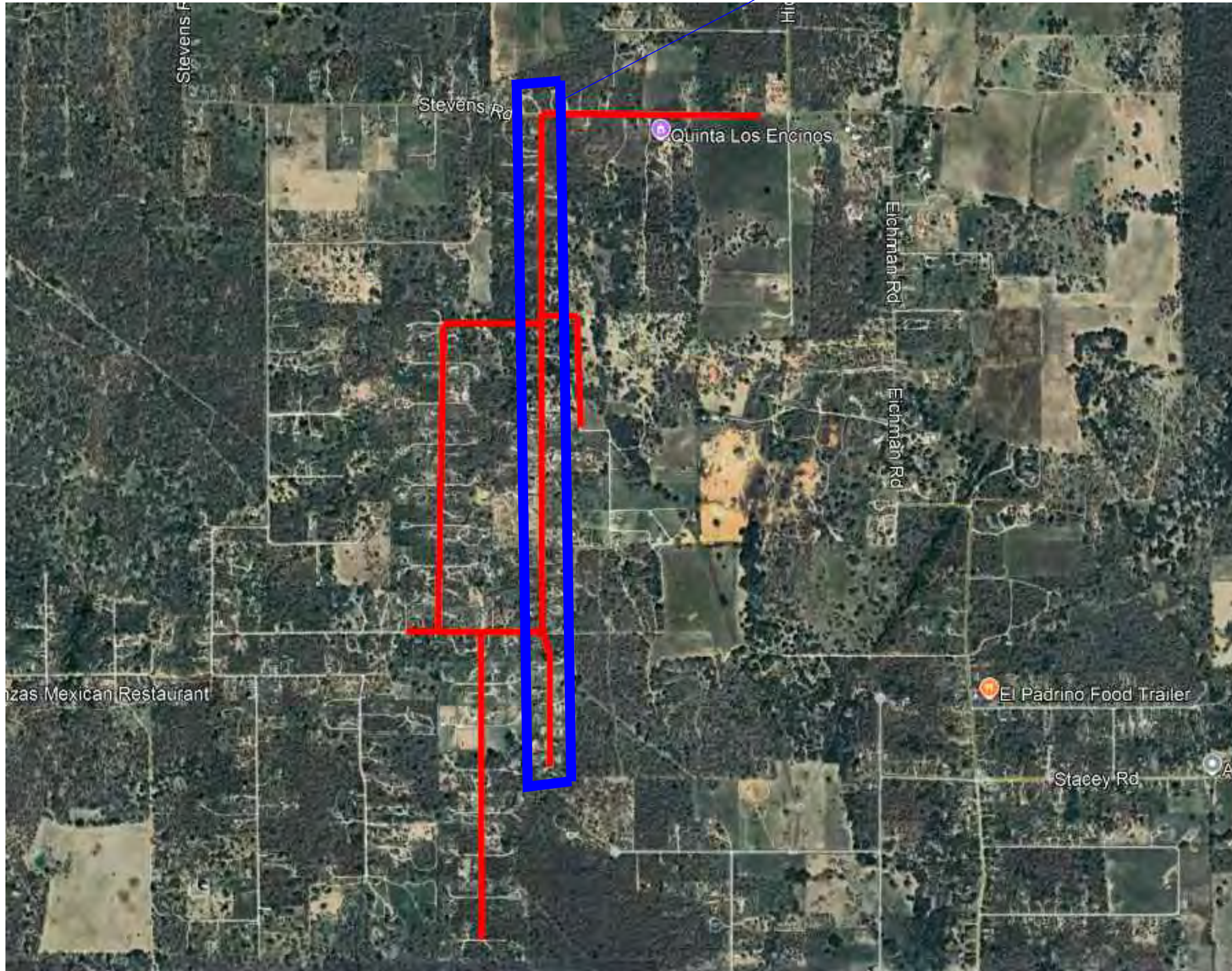
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1329 Marbach Rd, Somerset, TX 78069 29.15258, -98.64586

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

Joseph Eustace, 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:

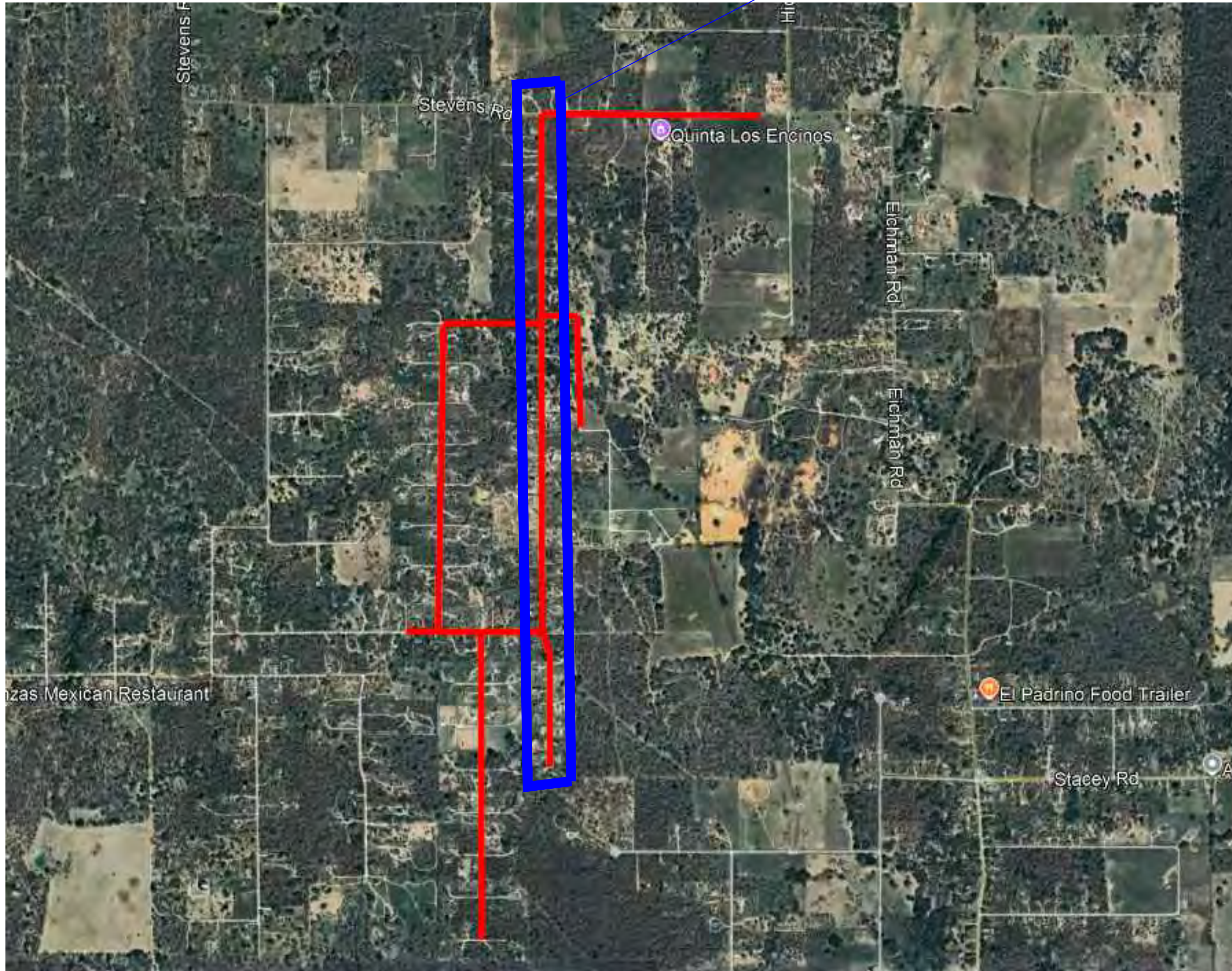
Theresa Carrasco, County

By: _____ Deputy

Clerk

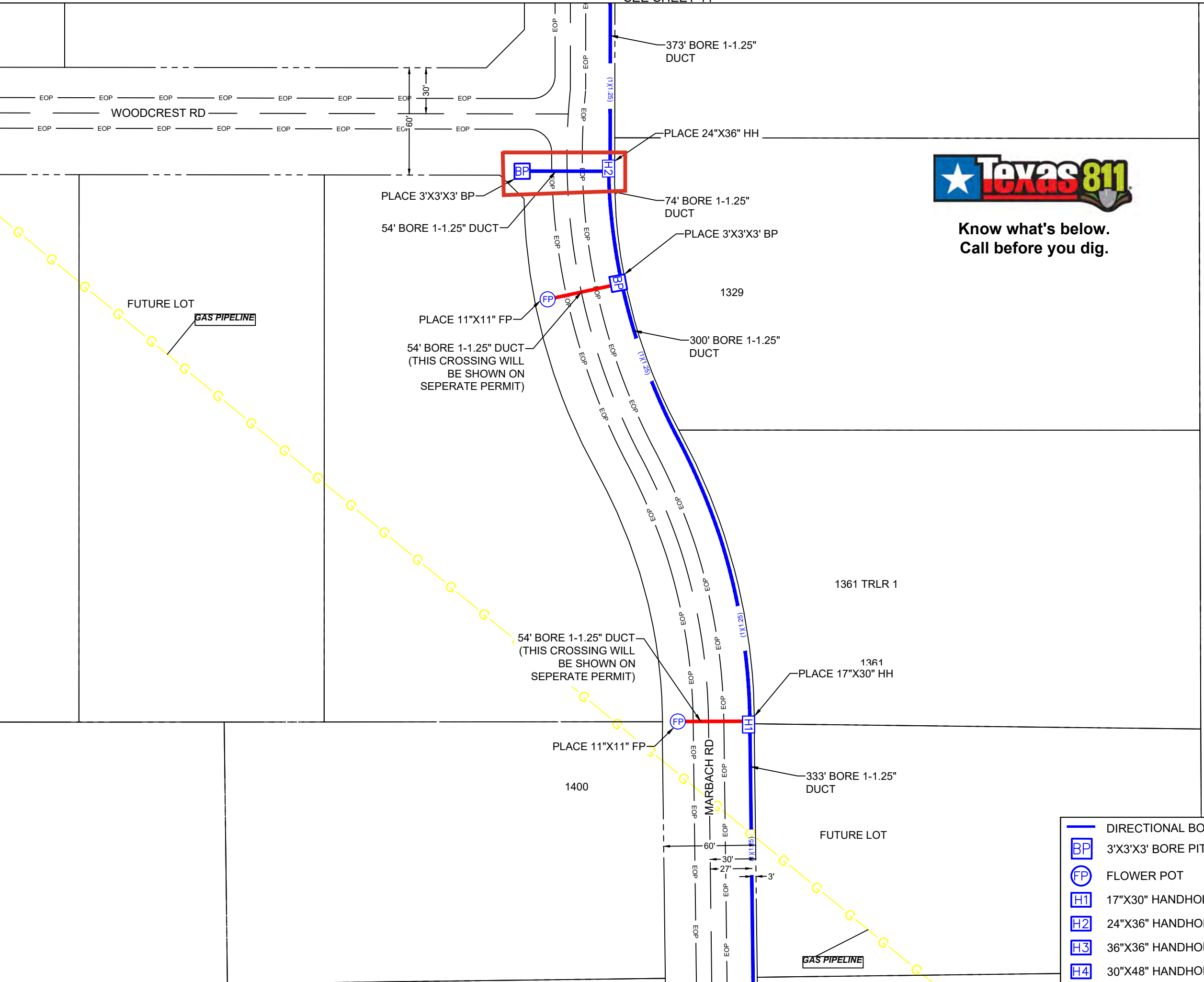
LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

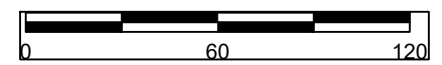
| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |



Know what's below.
Call before you dig.



SCALE: 1"= 60'



SPECIAL NOTES

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

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

UNITS / ACCT CODES

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|-------------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| DRAWN DATE: 9/20/2025 | EXCH. CODE: 70428 |
| ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| PAGE: 2 OF 8 | FILE: MARBACH RD - 5320504.dwg |

- 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:

1329 Marbach Rd, Somerset, TX 78069 29.15241, -98.64584

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

Joseph Eustace, 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. _____

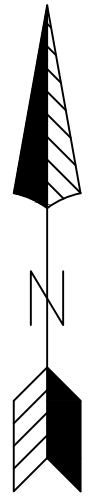
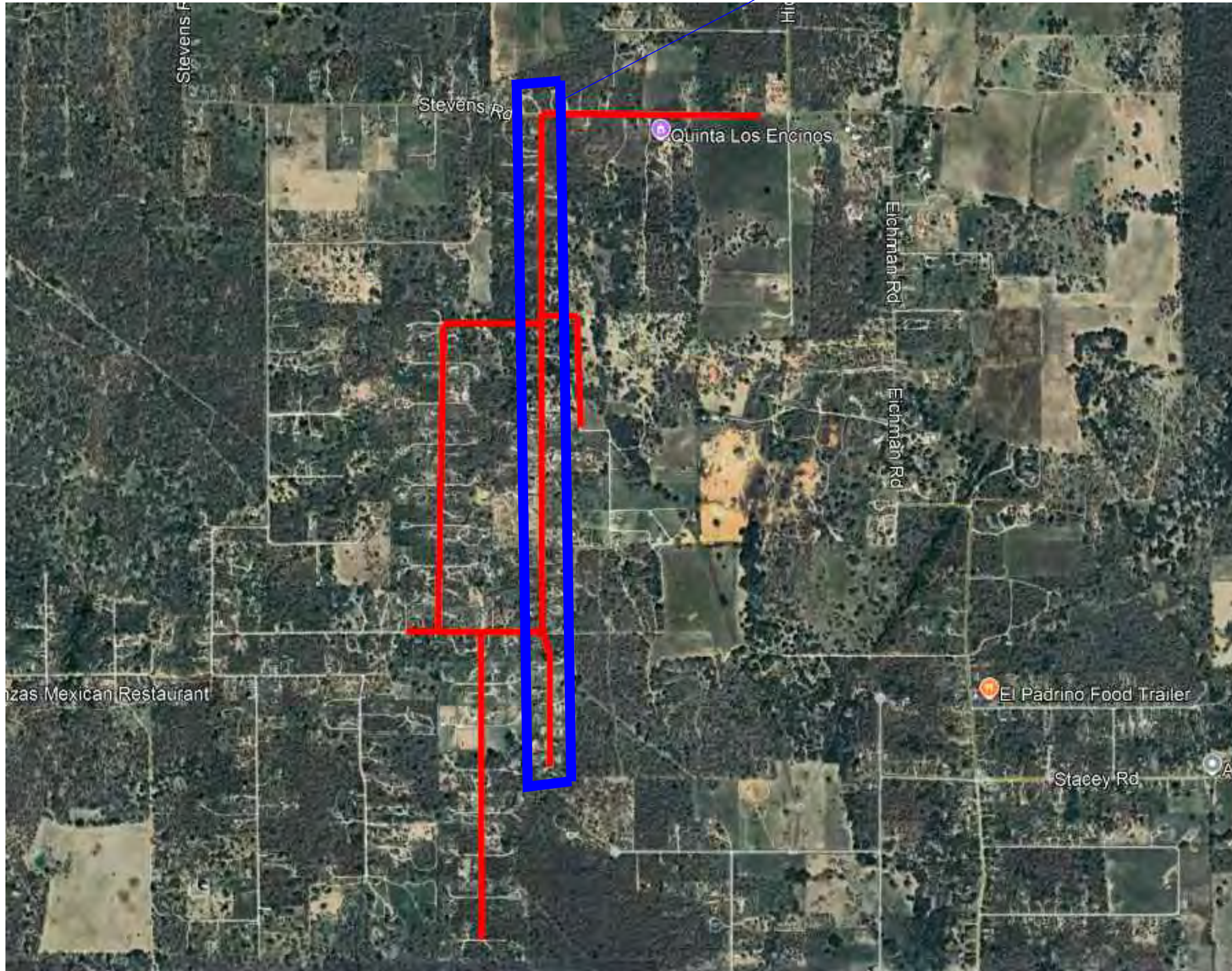
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

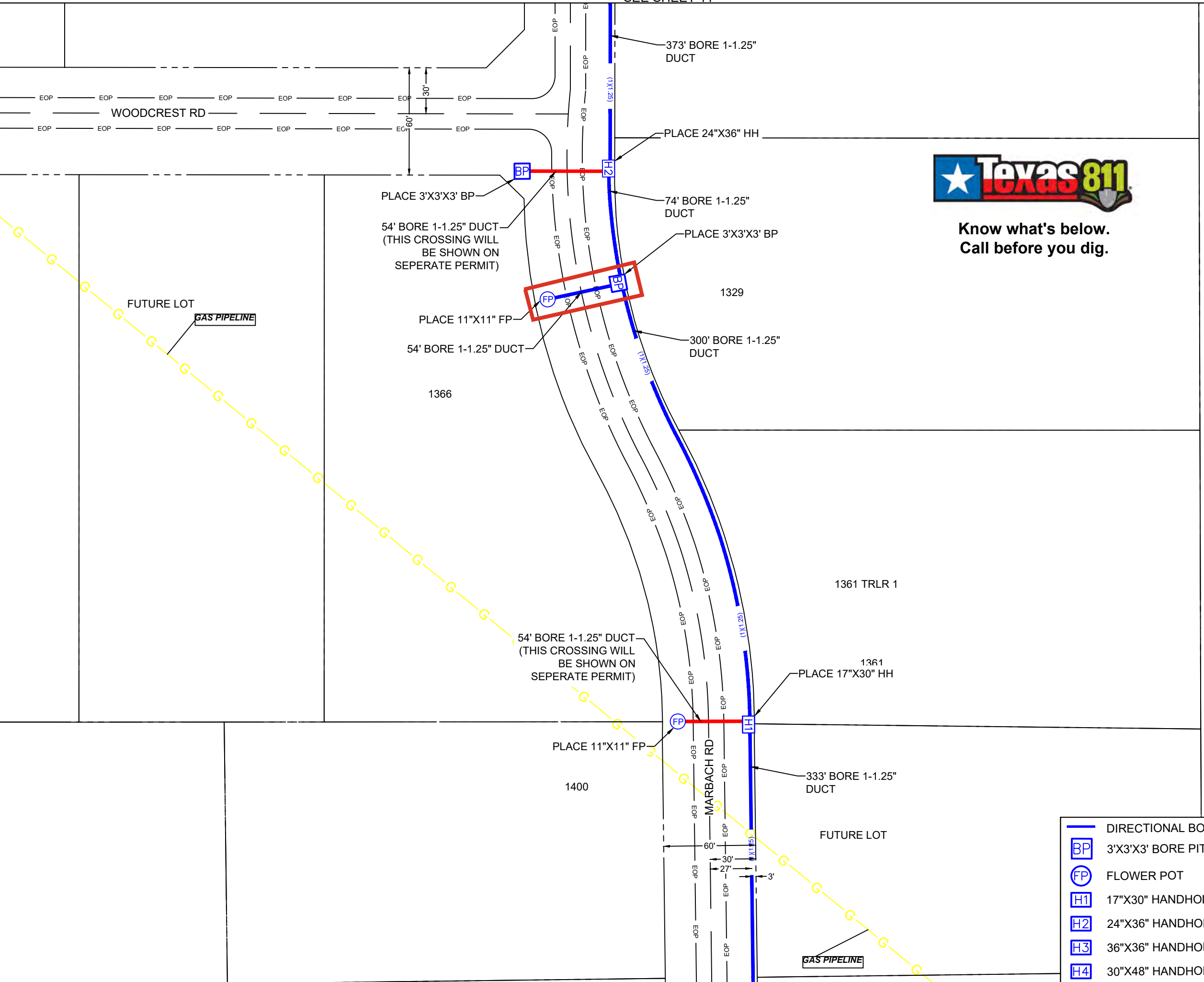
LOCATION MAP

PROJECT AREA

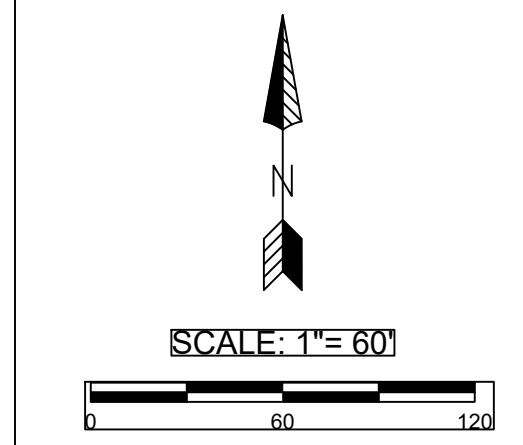


ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |



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

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**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | |
|-------------------------|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON |
| EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF |
| SCALE: 1:60 | PHONE: 512-759-5352 |
| CNTY: ATASCOSA | FILE: MARBACH RD - 5320504.dwg |
| PAGE: 2 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1361 Marbach Rd, Somerset, TX 78069

29.15159, -98.64555

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

Joseph Eustace, 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. _____

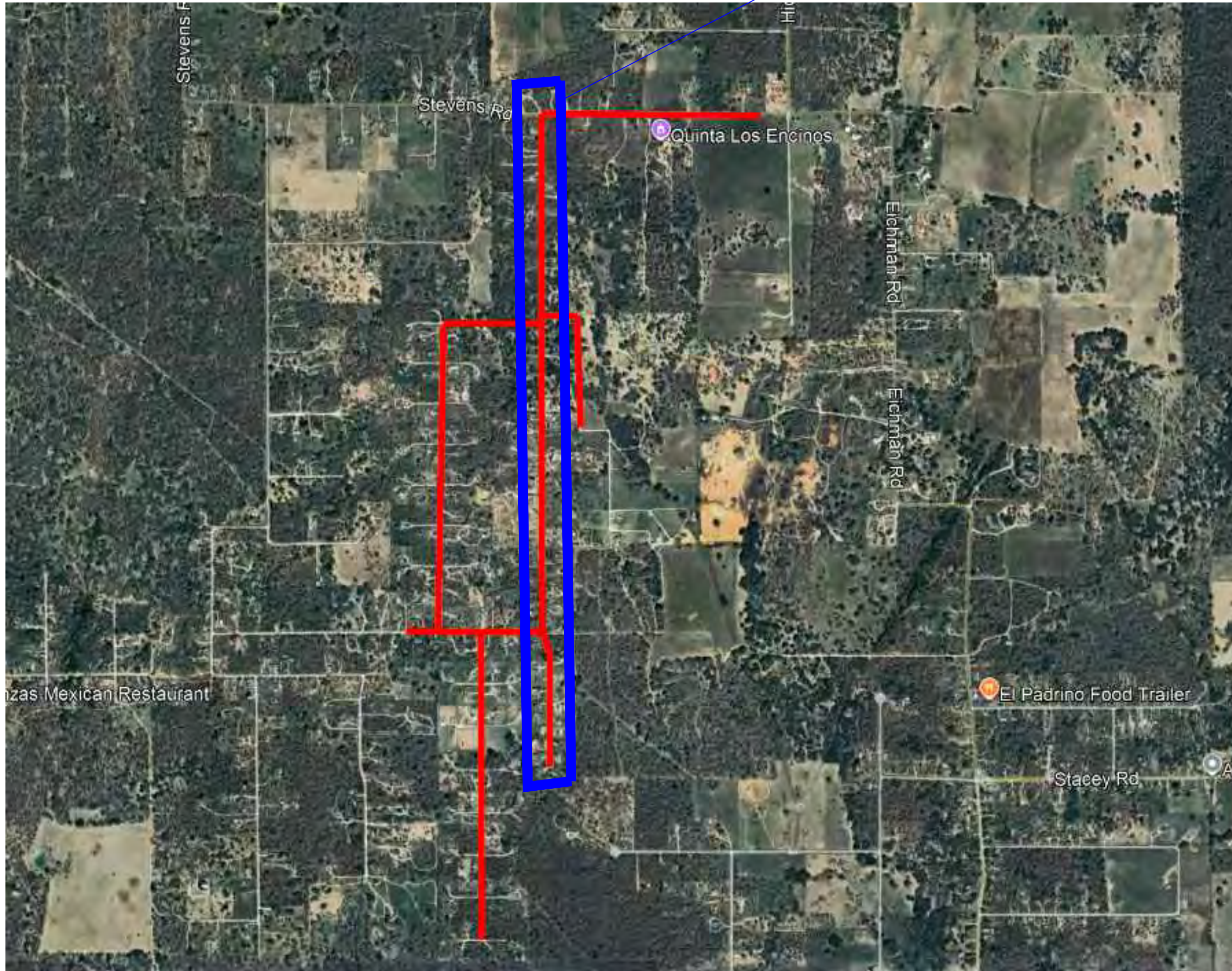
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1465 Marbach Rd, Somerset, TX 78069 29.15067, -98.64555

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

Joseph Eustace, 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. _____

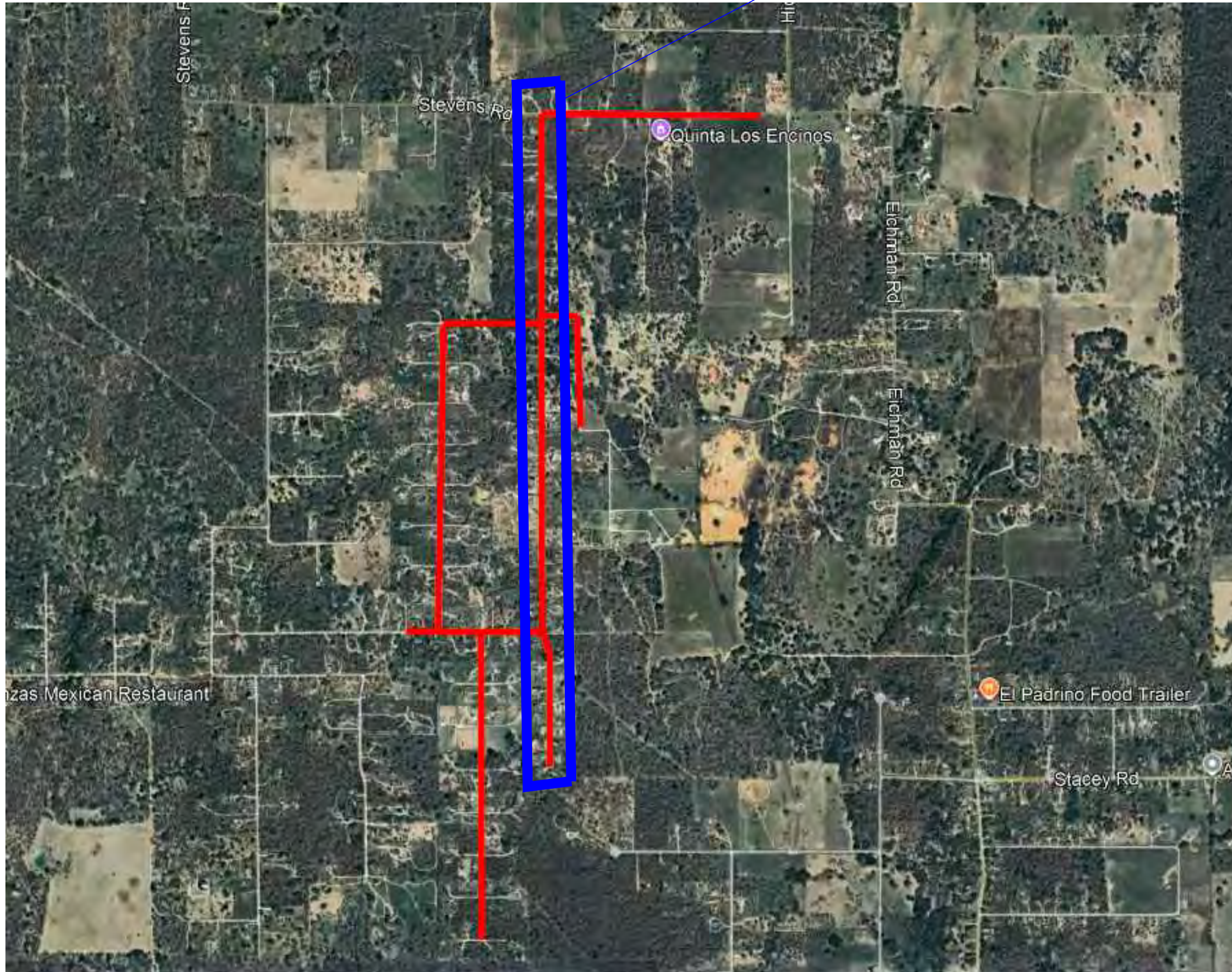
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1495 Marbach Rd, Somerset, TX 78069 29.14972, -98.64553

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

Joseph Eustace, 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. _____

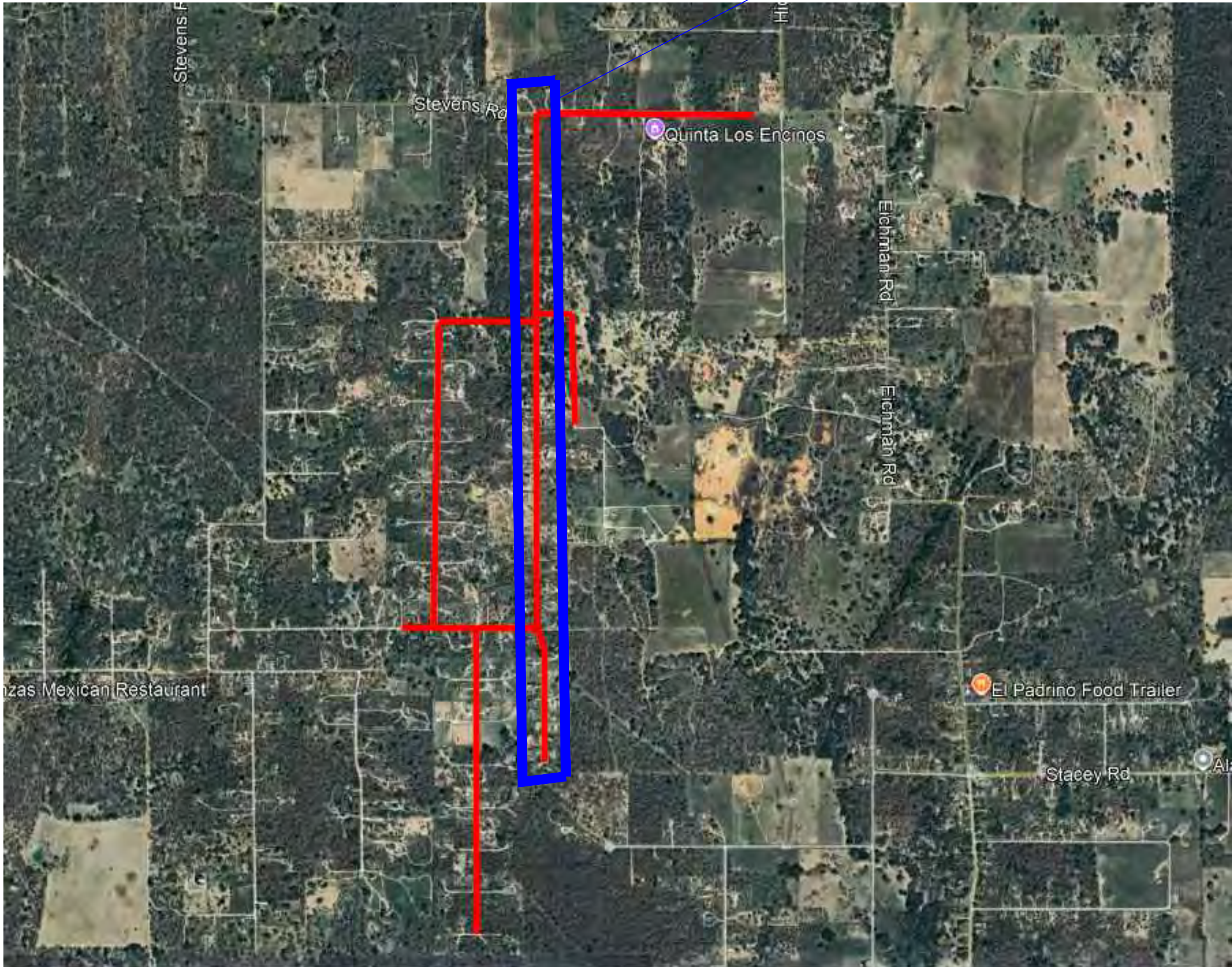
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



**ATASCOSA COUNTY
MARBACH RD - 5320504**

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | PAGE: 1 OF 8 | |

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 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:

HOUSLEY GROUP ON BEHALF OF FRONTIER COMMUNICATIONS
Comes now _____, hereafter known as Payor and
Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

\$500 FOR BORE CROSSING APPLICATION

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

1555 Marbach Rd, Somerset, TX 78069 29.14878, -98.64551

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

Joseph Eustace, 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. _____

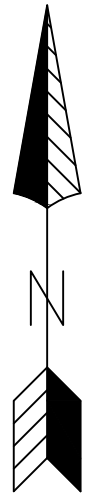
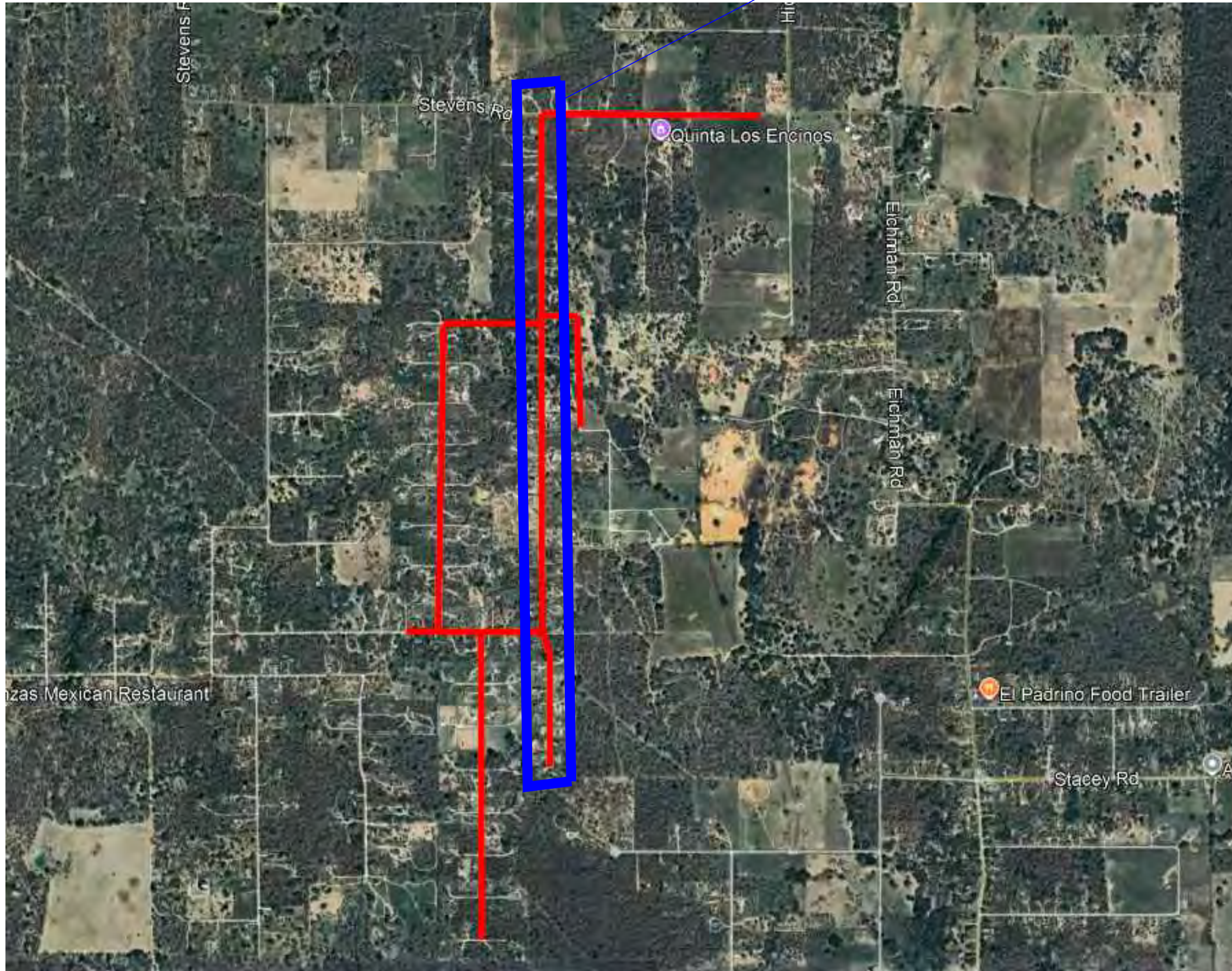
Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

LOCATION MAP

PROJECT AREA



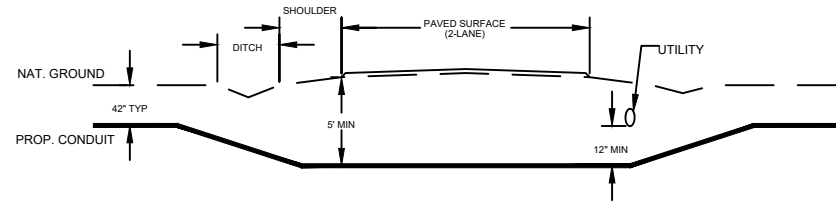
ATASCOSA COUNTY MARBACH RD - 5320504

| | | |
|-------------------------|---|--------------------------------|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA |
| SCALE: 1:60 | PHONE: 325-944-9905 | FILE: MARBACH RD - 5320504.dwg |
| | | PAGE: 1 OF 8 |

ROAD CROSSING DETAILS

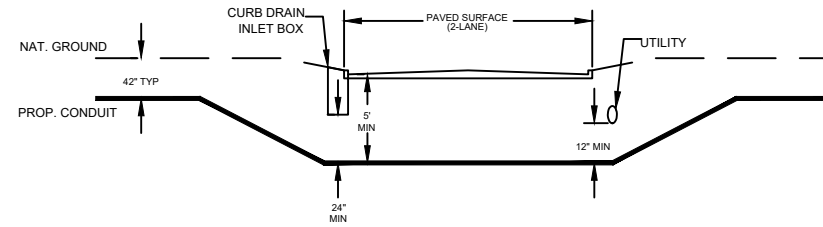
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



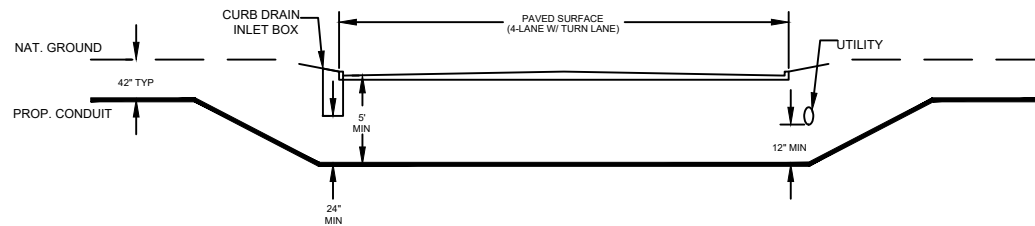
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



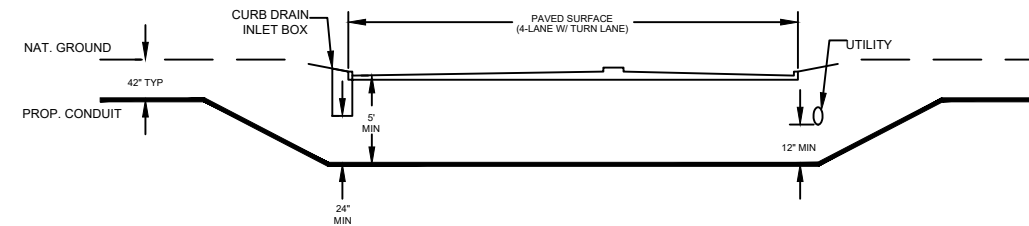
TYPICAL DETAIL "C"

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



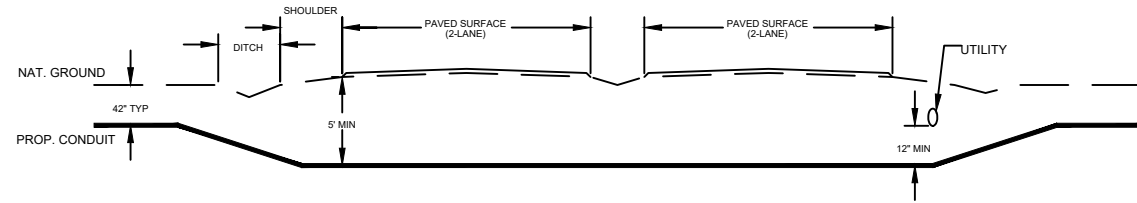
TYPICAL DETAIL "D"

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



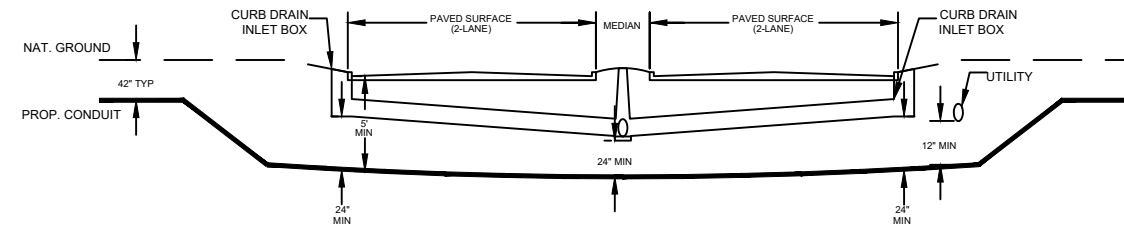
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



**ATASCOSA COUNTY
WOODCREST RD - 5320504**

| | | |
|-------------------------|---|---|
| PROJECT NUMBER: 5320504 | C.O. AREA: JOURDANTON EXCH. CODE: 70428 | |
| DRAWN DATE: 9/20/2025 | ENGR: JEFF GOFF | CNTY: ATASCOSA FILE: WOODCREST RD - 5320504.dwg |
| SCALE: 1:60 | PHONE: 325-944-9905 | PAGE: 8 OF 8 |